

**Special, 6/4/2024 10:30:00 AM**

BE IT REMEMBERED that on June 04, 2024, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda*  
*June 04, 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  
June 04, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **04th** day of **June 2024** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

**9:30am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.**

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

**The following options are available:**

**View live with audio from the County Webpage:**

*Notice of Meeting and Agenda*  
*June 04, 2024*

[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm)

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

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

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

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

## **PURCHASING:**

- (a). Consider and approve specifications for Invitation for Bid (IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 13 - 70

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

- (b). Consider and approve, execute, receive and file renewal for (IFB 22-023/YS) Term Contract for Insecticides, Herbicides, Spray Adjuvants and Adulticides for Jefferson County Mosquito Control with ADAPCO, Nutrien Ag Solutions, Inc., Pro Pest and Lawn, Target Specialty Products and Vesperis for a second one (1) year renewal from June 12, 2024 to June 11, 2025 with proposed price increases due to manufacturer price increases as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 71 - 84

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

- (c). Consider and approve, execute, receive and file Change Order #2 to Agreement (23-076/MR) Jefferson County Correctional Facility Fuel Pump Replacement, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326 with PSI JF Petroleum Group in the amount of \$9,526.59 for an additional 100 sq. ft. of concrete and backfill, containment sump modification and parts and tank cleaning bringing the total amount from \$113,734.38 to \$123,260.97.

SEE ATTACHMENTS ON PAGES 85 - 88

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**



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- (d). Consider and approve, execute, receive and file Change Order #1 to PROF 24-017/MR Engineering Services for Major Drive Rehabilitation with LJA Engineering in the amount of \$4,000.00 for additional geotechnical services for a 20-year pavement design bringing the total amount from \$222,630.00 to \$226,630.00.

SEE ATTACHMENTS ON PAGES 89 - 90

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

- (e). Consider and approve, execute, receive and file an agreement (Agreement 24-033/MR) with Kofile for imaging of vital and probate records in the amount of \$269,949.04 in accordance with TXMAS Contract 23-92001.

SEE ATTACHMENTS ON PAGES 91 - 98

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

- (f). Consider and possibly approve disposal of wrecked vehicle from Constable Pct. 2 of a 2017 Ford Explorer VIN 1FM5K8AR9HGB34046, due to a vehicle accident and to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 99 - 103

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

- (g). Consider and possibly approve disposal of a 2015 Chevrolet Tahoe VIN 1GNLC2EC0FR252829 to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 104 - 107

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

*Notice of Meeting and Agenda  
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**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer – Service Center – additional supplies for outfitting sheriff vehicles.

SEE ATTACHMENTS ON PAGES 108 - 108

120-8095-417-3084	MINOR EQUIPMENT	\$3,000.00	
120-8095-417-4011	EQUIPMENT- MISCELLANEOUS		\$3,000.00

**Motion by: Erickson**

**Second by: Arnold**

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

**Action: APPROVED**

- (b). Consider and approve budget transfer pursuant to section 130.908 of Texas Local Government code – Constable Pct. 6 – travel for Deputy Cormier to attend TAC legislative conference in Austin and JP and Constables Association Conference in Fort Worth.

SEE ATTACHMENTS ON PAGES 109 - 111

120-3070-425-5062	TRAVEL EXPENSE	\$4,230.00	
120-3070-425-1098	OVERTIME ALLOWANCE		\$4,230.00

**Motion by: Erickson**

**Second by: Arnold**

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

**Action: APPROVED**

- (c). Consider and approve budget transfer – R&B Pct. 2 – additional cost for WI-FI.

SEE ATTACHMENTS ON PAGES 112 - 112

112-0207-431-5077	CONTRACTUAL SERVICE	\$600.00	
112-0205-431-4015	COMMUNICATION EQUIPMENT		\$600.00

**Motion by: Erickson**

**Second by: Arnold**

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

**Action: APPROVED**

- (d). Consider and approve budget transfer – District Attorney – additional cost for computer.

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SEE ATTACHMENTS ON PAGES 113 - 113

120-2030-412-6002	COMPUTER EQUIPMENT	\$1,700.00	
120-2030-412-3084	MINOR EQUIPMENT		\$1,700.00

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

(e).Consider and approve budget transfer – District Attorney – additional court cost.

SEE ATTACHMENTS ON PAGES 114 - 114

120-2030-412-5015	COURT COST	\$10,000.00	
120-2030-412-1024	ATTORNEY		\$10,000.00

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

(f).Receive and file Financial & Operating Statements – County Funds Only for Month Ending April 30,2024.

SEE ATTACHMENTS ON PAGES 115 - 130

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

(g).Consider and approve electronic disbursement for \$501,200.18 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

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

NO ATTACHMENTS

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

- (i). Consider and approve Jefferson County Provider Participation Fund (LPPF) to participate in Aligning Technology by Linking Interoperable Systems (ATLIS) for FY2025.

SEE ATTACHMENTS ON PAGES 131 - 136

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

- (j). Regular County Bills – check #517701 through check #517940 (5/28/24) and check #517941 through check #518072 (6/04/24).

SEE ATTACHMENTS ON PAGES 137 - 152

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

**COUNTY COMMISSIONERS:**

- (a). Consider and possibly approve a proclamation for Gift of Life - Men's Health Month.

SEE ATTACHMENTS ON PAGES 153 - 153

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

- (b). Consider, possibly approve and authorize the County Judge to execute, receive and file a Demolition Waiver for the City of Port Arthur to demolish an unsafe structure at 2724 East 15th St., Port Arthur, TX.

SEE ATTACHMENTS ON PAGES 154 - 160

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

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- (c). Consider and possibly granting a 30-day extension to Jefferson ESD No. 3 for filing their annual audit, pursuant to Sec. 775.082(b)(d). Texas Health & safety Code.

SEE ATTACHMENTS ON PAGES 161 - 162

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

- (d). Consider and possibly granting a 30-day extension to Jefferson ESD No. 4 for filing their annual audit, pursuant to Sec. 775.082(b)(d). Texas Health & safety Code.

SEE ATTACHMENTS ON PAGES 163 - 164

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

- (e). Conduct a public hearing regarding the consideration of an order to establish the Linde Terminal 2024 Reinvestment Zone pursuant to Sec. 312.401 et seq., Texas Tax Code.

NO ATTACHMENTS

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

- (f). Consider and possibly approve an order to establish the Linde Terminal 2024 Reinvestment Zone which will allow Linde to move its project to a more suitable location because the zone previously established was not an optimal location.

SEE ATTACHMENTS ON PAGES 165 - 169

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

- (g). Conduct a public hearing regarding consideration of amending the existing tax abatement agreement with Linde, Inc. to allow construction of this project in a new Reinvestment Zone pursuant to Sec. 312.401 et seq., Texas Tax Code.

NO ATTACHMENTS

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

- (h). Consider, possibly approve, and authorize the County Judge to execute an amended tax abatement between Jefferson County and Linde, Inc. to allow the project to be constructed within a new reinvestment zone pursuant to Sec. 312.401 et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 170 - 189

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

- (i). Consider, possibly approve and authorize the County Judge to execute a renewal of the MOU between Jefferson County and the Garth House regarding the Mickey Mehaffy Children's Advocacy Program, Inc.

SEE ATTACHMENTS ON PAGES 190 - 192

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

## **ENGINEERING DEPARTMENT:**

- (a). Execute, receive and file Right-of-Way Contract for Air Liquide Industries, LLP, being a 30-foot-wide easement situated in the Pelhan Humphries Survey, Abstract No. 32, Document No. 97-9731120, Official Records, Jefferson County, Texas.

SEE ATTACHMENTS ON PAGES 193 - 201

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

- (b). Execute, receive and file Right-of-Way Agreement for Linde Inc, being a 30-foot-wide easement situated in the Pelhan Humphries Survey, Abstract No. 32, Document No. 9731120, Official Records, Jefferson County, Texas.

SEE ATTACHMENTS ON PAGES 202 - 210

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

- (c). Consider and possibly approve a plat of Tazz Enterprise LP, A Subdivision of 9.4960 Acres of Land Situated in the Luterio Lopez League, Abstract No. 37, Jefferson County, Texas. This subdivision is located between State Highway 124 and State Highway 73 in Precinct #3. This Plat has met all of Jefferson County plating requirements.

SEE ATTACHMENTS ON PAGES 211 - 211

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

## **SHERIFF'S DEPARTMENT:**

- (a). Please consider and possibly approve a resolution for Jacqueline D. Carter a Corrections Officer for 27 years and 3 months of service and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 212 - 213

**Action: TABLED**

## **OTHER BUSINESS:**

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

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

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

*Notice of Meeting and Agenda*  
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**Special, June 04, 2024**

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 04, 2024.



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

June 4, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Herbicides for Jack Brooks Regional Airport  
**BID NUMBER:** IFB 24-032/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, July 10, 2024  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8563 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

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

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

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



Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**

**The Examiner:**

June 6, 2024 & June 13, 2024

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**BID SUBMISSIONS:**

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

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

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

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

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

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

### 1. BIDDING.

#### 1.1 BIDS.

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

#### 1.2 AUTHORIZED SIGNATURES.

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

#### 1.3 LATE BIDS.

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

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

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

#### 1.5 WITHDRAWAL OF BID AFTER OPENING.

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

#### 1.6 BID AMOUNTS.

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

#### 1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

#### 1.8 ALTERNATES.

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

**1.9 DESCRIPTIONS.**

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

**1.10 BID ALTERATIONS.**

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

**1.11 TAX EXEMPT STATUS.**

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

**1.12 QUANTITIES.**

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

**1.13 BID AWARD.**

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

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

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

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

**1.15 ADDENDA.**

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

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

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

**1.17 GENERAL INSURANCE REQUIREMENTS.**

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

**1.18 RESPONSIVENESS.**

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

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

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

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

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

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

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

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

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

### **2. PERFORMANCE.**

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

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

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

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

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

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

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

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

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

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

**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

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

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

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

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

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

**2.13 ACCEPTABILITY.**

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

**2.14 MAINTENANCE.**

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

accordingly.

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

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

### **2.16 EVALUATION.**

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

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

### **3.1 PURCHASE ORDERS.**

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

### **3.2 INVOICES.**

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

### **3.3 PROMPT PAYMENT.**

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

### **3.4 FUNDING.**

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

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

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

### **4.2 CHANGE ORDER.**

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

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

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

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

#### **4.4 TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

#### **4.9 WARRANTY.**

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

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

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

#### **4.11 VENUE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department.

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

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

**13. SPECIFICATIONS.**

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

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

**14. DELIVERY.**

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

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

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

**16. CURRENCY.**

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

**17. PRICING.**

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

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

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

**19. CERTIFICATION.**

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

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

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

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

## BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

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

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

**REQUIRED FORM**

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

**DEBARMENT/SUSPENSION CERTIFICATION**

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

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

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

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

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**Signature of Contractor's Authorized Official**

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

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**Date**

**REQUIRED FORM**

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



## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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**Signature of Contractor's Authorized Official**

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

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**Date**

**REQUIRED FORM**

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

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

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

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

**All submissions must be received by 11:00 am CT, Wednesday, July 10, 2024.**

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

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

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

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

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

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

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

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

### COUNTY HOLIDAYS (2024):

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

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

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

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

### 2. PRE-BID MEETING AND WALK-THROUGH.

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

### 3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, June 28, 2024.

### 4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

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

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

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

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

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

#### FORM 1295 Implementation Background:

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

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

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

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

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

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

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

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

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

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

**SAMPLE COMPLETED FORM 1295**

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

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

**3** Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
  
**VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>		X	
<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>			X

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

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

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

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

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

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

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

**ADD ADDITIONAL PAGES AS NECESSARY**

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



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

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**6. MULTIPLE VENDOR AWARD.**

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

**7. DELIVERY.**

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

**8. PAYMENT.**

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

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

**Invoices shall be submitted to:**

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

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

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

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

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

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

**Minimum Insurance Requirements:**

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE**

## 11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 24-032/MR.

### **SCOPE OF PROJECT:**

Vendor shall provide Herbicides for Jack Brooks Regional Airport subject to the terms and conditions stated for an initial period **beginning on or about Date of Award**. All products must be approved for use in the State of Texas.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do may result in rejection of bid.

Prices quoted shall be F.O.B. Jack Brooks Regional Airport, 5000 Jerry Ware Drive suite 100, Beaumont, TX 77705. Bidder bears freight charges. All prices must be written in ink or typewritten.

The basis of the award will be the unit prices quoted. The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds.

The County reserves the right to make the award to one (1) successful bidder or per line item.

Purchase orders for insecticides, herbicides, and adjuvants will be released to the successful bidder(s) **on an as-needed basis. MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Refer questions of a commercial nature to Mistey Reeves, Assistant Purchasing Agent, [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us) or 409-835-8593 and questions of a technical nature to Duke Youmans, Southeast Texas Regional Airport, 409-719-4900, [duke.youmans@jeffcotx.us](mailto:duke.youmans@jeffcotx.us).

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

### **Contract**

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

The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. The brand name references are for description only, and are not intended to exclude other herbicides of **equal quality**. Bidders desiring to substitute items may do so provided brand name is **indicated on Bid Form**. Change of container size may disqualify bid. Dilution ratio will be a factor in award of chemicals.

**Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.**

Item	Description	Unit of Measure
1	<b>POLARIS</b> – to Isopropylamine salt of imazaphyr	2.5 Gallons
2	<b>Roundup herbicide</b> or equivalent – to contain 41.0% by weight Isopropylamine Salt of Glyphosate	2.5 Gallons
3	<b>Opensight</b>	1.25 Pounds
4	<b>Esplanade 200 SC</b>	Quart/2.5 Gallons
5	<b>Oust Extra</b> or equivalent – to contain 56.25% sulfometuron methyl, 15% metsulfuron methyl	4 Pounds
6	<b>Sunset Surfactant</b> or equivalent – to contain 90% active ingredient (excluding alcohols, fatty acids, oils, ethylene glycol or diethylene glycol), a minimum of 80% surfactant load, possess an HLB (hydrophilic to lipophilic balance) ratio of 12 to 17, a maximum of 10% isopropyl alcohol, have a flash point greater than 200 degrees F., and contain an anti-foaming agent that will provide instantaneous foam breakdown when agitation ceases.	2.5 Gallons
7	<b>Plateau</b> or equivalent – ammonium salt of imazapic 23.6%.	2.5 Gallons 5 Gallons
8	<b>24-D</b> or equivalent – to contain 94% 2,4-dichlorophenol, 1.0% 2,6-dichlorophenol, 0.9% 4-chlorophenol, 0.5% 2-chlorophenol and 0.1% 2,4,6-trichlorophenol	2.5 Gallons
9	<b>Garlon 4</b> or equivalent – to contain 61.6% triclopyr 2.5	2.5 Gallons

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name & Title

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

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

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



**ACCEPTANCE OF OFFER**

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The Offer is hereby accepted for the following items: Term Contract for Herbicides for Jack Brooks Regional Airport. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 24-032/MR, Term Contract for Herbicides for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

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

---

**Date**

**ATTEST:**

---

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

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**Date**

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

**BID FORM**

**Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.**

<b>Item</b>	<b>Description</b>	<b>Container Size</b>	<b>Brand bid</b>	<b>MSDS Labels Attached</b>	<b>Price per Container</b>
1	POLARIS or equivalent	2.5 Gallon			\$
2	Roundup or equivalent	2.5 Gallon			\$
3	Opensight	1.25 Pounds			\$
4a	Esplanade 200 SC	Quart			\$
4b	Esplanade 200 SC	2.5 Gallon			\$
5	Oust Extra or equivalent	4 Pounds			\$
6	Sunset Sufactant or equivalent	2.5 Gallon			\$
7a	Plateau or equivalent	2.5 Gallon			\$
7b	Plateau or equivalent	5 Gallon			\$
8	24-D or equivalent	2.5 Gallon			\$
9	Garlon 4 or equivalent	2.5 Gallon			\$

**BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

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

**REQUIRED FORM**

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

**VENDOR REFERENCES FORM**

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

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

**REFERENCE ONE**

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

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

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

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

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

Scope of Work:

**REFERENCE TWO**

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

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

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

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

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

Scope of Work:

**REFERENCE THREE**

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

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

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

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

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

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

**SIGNATURE PAGE**

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

## CERTIFICATION REGARDING LOBBYING

---

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

### **REQUIRED FORM**

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

---

**REQUIRED FORM**

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

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

---

**THIS FORM IS FOR  
OFFICE USE ONLY**



## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

---

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

Yes  No

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

### Did the Prime Contractor/Consultant . . . ?

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REQUIRED FORM**

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

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

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

Yes  No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Contractor Representative

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of HUB

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

\_\_\_\_\_  
Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.**

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

**REQUIRED FORM**

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



HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PAGE 3 OF 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PAGE 4 OF 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.

\*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**REQUIRED FORM**

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

HOUSE BILL 89 VERIFICATION

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

Notary Seal

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

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

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



**SENATE BILL 252 CERTIFICATION**

---

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

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**IFB/RFP/RFQ number**

**Certification check performed by:**

\_\_\_\_\_  
**Purchasing Representative**

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

**THIS FORM IS FOR  
OFFICE USE ONLY**

**BID AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

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

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

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

**CONTRACT RENEWAL FOR (IFB 22-023/YS) TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL DISTRICT**

The County entered into a contract with ADAPCO for one (1) year, from June 14, 2022 to June 13, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from June 12, 2024 to June 11, 2025.

ATTEST:

  
Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
ADAPCO

  
(Name) \*Please see attached letter for pricing.

**CONTRACT RENEWAL FOR (IFB 22-023/YS) TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL DISTRICT**


The County entered into a contract with Nutrien Ag Solutions, Inc. for one (1) year, from June 14, 2022 to June 13, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from June 12, 2024 to June 11, 2025.

ATTEST:

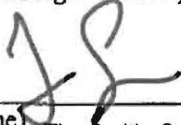
JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Nutrien Ag Solutions, Inc.

  
\_\_\_\_\_  
(Name) Tim Smith, Sr. Director

**CONTRACT RENEWAL FOR (IFB 22-023/YS) TERM CONTRACT  
FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND  
ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL  
DISTRICT**

The County entered into a contract with Pro Pest and Lawn for one (1) year, from June 14, 2022 to June 13, 2023, 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 second-year option to renew the contract for one (1) additional year from June 12, 2024 to June 11, 2025.

ATTEST:

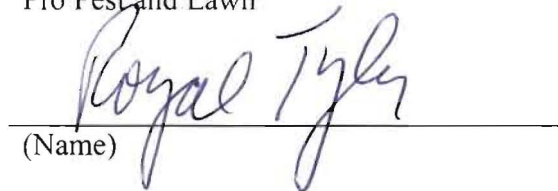
JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Pro Pest and Lawn

  
\_\_\_\_\_  
(Name)

**CONTRACT RENEWAL FOR (IFB 22-023/YS) TERM CONTRACT  
FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND  
ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL  
DISTRICT**

The County entered into a contract with Target Specialty Products for one (1) year, from June 14, 2022 to June 13, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from June 12, 2024 to June 11, 2025.

ATTEST:

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Target Specialty Products

  
\_\_\_\_\_  
(Name)  
\*Pending Price Redetermination Approval  
Mike Nichols

**CONTRACT RENEWAL FOR (IFB 22-023/YS) TERM CONTRACT  
FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND  
ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL  
DISTRICT**

The County entered into a contract with Veseris for one (1) year, from June 14, 2022 to June 13, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from June 12, 2024 to June 11, 2025.

ATTEST:

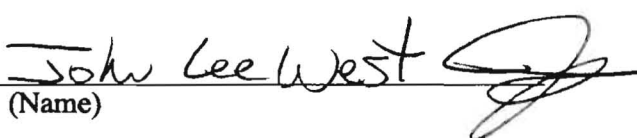
JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Veseris

  
\_\_\_\_\_  
(Name)



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

**Attachment A – Renewal of IFB 22-023/YS**  
**Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for**  
**Jefferson County Mosquito Control District**  
**Awarded: Tuesday, June 14, 2022**

Renewal 1: 06/13/2023 – 06/12/2024

Updated: 06/13/2023

**Current Pricing**

Item	Description	Brand	Vendor	Price per Gallon
1	MSMA Herbicide - 2.5 gal	Target 6+	Nutrien Solutions	32.23
2	Tordon 101 Herbicide or equivalent - 2.5 gal container	Gunslinger P&D	Pro Pest and Lawn Store	36.75
3	Roundup Herbicide or equivalent - 2.5 gal container	Ranger Pro	Nutrien Solutions	36.58
4	Rodeo Herbicide or equivalent - 2.5 gal container	Rodeo	Nutrien Solutions	31.60
5	Nalco Trol II or equivalent - 2.5 gal (or smaller) container	Novita Drift Control (4x1 gal)	Pro Pest and Lawn Store	27.50
6	Aqua-King Surfactant 80/20 or equivalent - 2.5 gal (or smaller) container	Surfac AC 2.55 gal	Verseries	15.99
7	Malathion Insecticide - <b>bulk shipment only</b>	Fyfanon ULV	Verseries	55.46 59.50 61.98
8	Seourge Insecticide - 275 gal containers	CSI Permacase 3-15 ULV	ADAPCO	47.73 65.87 67.84



				77
9	Envion 30/30 Insecticide - 2.5 gal containers	Aquaperm XAqua	Target	108.44 124.66 127.91

ADAPCO, LLC  
 550 Aero Lane  
 Sanford FL 32771  
 attn: Colton Cooper  
[ccooper@myadapco.com](mailto:ccooper@myadapco.com)  
 ph: 225-287-2120  
 fx: 866-330-9888

Pro Pest and Lawn Store  
 4726 East Texas Suite 150  
 Bossier City LA 71111  
 attn: Royal M. Tyler, Jr.  
[propestnandlawn@gmail.com](mailto:propestnandlawn@gmail.com)  
 ph: 318-584-7217  
 alt. ph: 318-469-9963

Target Specialty Products  
 1225 North Post Oak Road  
 Houston TX 77055  
 attn: Mike Nichols  
[mike.nichols@target-specialty.com](mailto:mike.nichols@target-specialty.com)  
 ph: 713-249-2075  
 fx: 248-682-4374

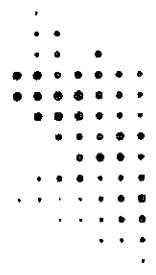
Verseris  
 PO Box 20301  
 Beaumont, TX 77720  
 Attn: John West  
[John.West@veseris.com](mailto:John.West@veseris.com)  
 ph: 979-574-5275

Nutrien Solutions  
 13622 E Hardy Rd  
 Houston, TX 77039  
 Att: Wes Flower  
[wesley.flower@nutrien.com](mailto:wesley.flower@nutrien.com)  
 ph: 281-590-5041  
 fx: 281-590-5043





Innovation through formulation



Jefferson County  
Purchasing Division  
1149 Pearl St. 1<sup>st</sup> Floor  
Beaumont, TX 77701

**SUBJECT: IFB 22-023/YS Renewal Option  
Insecticides, Herbicides, Spray Adjuvants and Adulticides**

**VIA EMAIL: mistey.reeves@jeffcotx.us**

Dear Ms. Reeves:

Thank you for your renewal option email regarding Bid No 22-023/YS for Insecticides. ADAPCO would like to renew the current awarded items from June 12, 2024 through June 11, 2025 and respectfully ask for the below price increases.

22-56 ITEM#	ADAPCO ITEM#	ITEM DESCRIPTION	Older BID PRICE	Renewal BID PRICE	MFG % SEE LTR	MFG
8	SEASE315-2X2.5	PERMASEASE 3-15 (2X2.5 GL CASE)	\$65.87/GL	<b>\$67.84/GL</b>	3.00%	CSI

I've attached our manufacturer price increase letter to serve as backup documentation.

We look forward to again, serving your mosquito control needs and working with the Jefferson County. Please do not hesitate to contact me or your sales representative Colton Cooper at (800) 367-0659 if you have any questions or need any additional information.

Respectfully,

Andy Pierce  
Sr. VP of Sales



January 23, 2024

ADAPCO, LLC.  
Ms. Kathy Russell  
100 Colonial Center Parkway, Suite 170  
Lake Mary, FL 32746

**RE: Mosquito Control Chemical Price Increases**

Kathy,

Over the last 6 months, we have finally seen some stability within the permethrin market, compared to the Covid aftermath of supply chain issues and active ingredient significant cost increases.

Due to labor, cost of goods and freight, we applied a 5% - 20% price increase on the below items.

PL-ADAPCO PERMASEASE 30-30 OIL (2X2.5 GAL)  
PL-ADAPCO PERMASEASE 30-30 OIL (30 GAL DRUM)  
PL-ADAPCO PERMASEASE 3-15 (55 GAL DRUM)  
PL-ADAPCO PERMASEASE 3-15 (2X2.5 GAL)  
PL-ADAPCO PERMASEASE 4-4 (275 GAL TOTE)  
PL-ADAPCO PERMASEASE 4-4 (2X2.5 Gallon)  
PL-ADAPCO PERMASEASE 4-4 (55 GAL DRUM)  
PL-ADAPCO PERMASEASE UC 20-20 (2X2.5 GAL)  
PL-ADAPCO PERMASEASE UC 20-20 (30 GAL DRUM)  
PL-ADAPCO PERMASEASE UC 30-30 (2 X 2.5 GL)  
PL-ADAPCO PERMASEASE UC 30-30 (30 GL DR)

We at CSI appreciate your business and continued support, if there is anything I can do please contact us.

Thank you,

Scott Pinkerton  
Technical Sales Rep  
Control Solutions Inc.  
713-213-3310  
[Scott.pinkerton@controlsolutionsinc.com](mailto:Scott.pinkerton@controlsolutionsinc.com)



1225 N. Post Oak Rd.  
Houston, TX 77055  
800.901.9746  
target-specialty.com

April 17, 2024

Mistey Reeves  
Assistant Purchasing Agent  
Jefferson County  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

RE: Renewal of IFB 22-023/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District

Ms. Reeves,

Regarding IFB 22-023/YS, Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District, Target Specialty Products is willing to renew the contract for one additional year. However, Target did experience a price increase on the awarded item during the current contract term. Per the General Conditions of bidding, clause 4.3 "Price Re-determination", I am hereby requesting an equivalent increase in the awarded amount to Target for the renewed term of the contract on the awarded item. Below are the details:

**Item 9** (Envion 30-30 Insecticide – 2.5 gallon containers) (Awarded as Aqua Perm-X UL 30-30), since the date of the previous renewal, Target has experienced a \$3.25 per gallon increase (3.0%). This came in the form of a manufacturer's price increase which was effective to Target on 01/01/2024. This increase is documented in a letter from the manufacturer, Central Life Sciences. Target hereby requests that the contract amount be increased equivocally to reflect this direct increase in cost of goods. This would increase the contract from its current amount of \$124.66 per gallon to the new amount of \$127.91 per gallon for Aqua Perm-X UL 30-30.

If you have any questions regarding this matter, you can reach me through Target's Houston office at (713) 682-4411, or on my mobile phone at (713) 249-2075.

Best Regards,

A handwritten signature in black ink that reads "Mike Nichols".

Mike Nichols  
National Vector Sales Manager



January 24, 2024

**RE: 2024 Price Increase notice**

To whom it may concern:

Please be advised that significant raw material price and logistic cost increases in the U.S. during the past year has caused the need for price revisions to our Mosquito and general Pest Control product lines. While we have experienced general production cost increases, we have kept our 2024 price revisions as low as possible depending on formulation type.

Central Life Science Vector market brand 2024 price increases effective 1/1/2024 are approximately as follows.

<b>Altosid</b>	• 3.0%
<b>Duplex</b>	• 3.0%
<b>Zenivex</b>	• 2.0%
<b>Perm-X</b>	• 3.0 – 20.0%
<b>Pyronyl</b>	• 3.0%

We strive to control costs and increase efficiency whenever possible. However, some cost increases cannot be absorbed and must be passed on to the market.

All 2024 price revisions go into effect 1/1/2024.

We appreciate your business and your continued support. If we can be of further assistance to you, please do not hesitate to contact our office.

Sincerely,

**Tim Bennett**  
**Business Manager, Vector**  
**Central Life Sciences**



An Agricultural  
Sciences Company  
2929 Walnut Street  
Philadelphia, PA

Date: March 1, 2024

Dear Fyfanon Customer,

We appreciate your use of Fyfanon® ULV Mosquito Insecticide as well as the opportunity to earn your business. FMC remains committed to bringing value to our vector customers by delivering industry leading solutions.

FMC is committed to preserving Fyfanon® products for current and future use in protecting public health. Fyfanon® is the first and only mosquito adulticide to complete the Endangered Species Assessment that resulted in a finding of no jeopardy. This, along with the reregistration process, constitutes our continued commitment and significant investment in preserving the malathion molecule.

Many of our input costs, including technical, raw materials, packaging, and logistics, continue to increase on an annual basis. As a result, FMC will increase market letter price by 5.5% on Fyfanon® products effective April 1, 2024. We will be working closely with our distribution partners to communicate any future changes.

Please contact your authorized Fyfanon® distributor or FMC Account Manager, Donald Powers (205-299-2954), should you have any questions. We wish you and your team continued success and safety throughout the 2024 season.

Sincerely,

Donald W. Powers

A handwritten signature in black ink that reads "Donald W. Powers".

Public Health Account Manager  
Email: [Donald.powers@fmc.com](mailto:Donald.powers@fmc.com)  
Cell Phone: (205) 299-2954

**IFB 22-023/YS****Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides  
for Jefferson County Mosquito Control District****Awarded: Tuesday, June 14, 2022****Renewal 1: 06/13/2023 – 06/12/2024****Updated: 06/13/2023****Current Pricing**

<b>Item</b>	<b>Description</b>	<b>Brand</b>	<b>Vendor</b>	<b>Price per Gallon</b>
1	MSMA Herbicide - 2.5 gal	Target 6+	Nutrien Solutions	32.23
2	Tordon 101 Herbicide or equivalent - 2.5 gal container	Gunslinger P&D	Pro Pest and Lawn Store	36.75
3	Roundup Herbicide or equivalent - 2.5 gal container	Ranger Pro	Nutrien Solutions	36.58
4	Rodeo Herbicide or equivalent - 2.5 gal container	Rodeo	Nutrien Solutions	31.60
5	Nalco Trol II or equivalent - 2.5 gal (or smaller) container	Novita Drift Control (4x1 gal)	Pro Pest and Lawn Store	27.50
6	Aqua-King Surfactant 80/20 or equivalent - 2.5 gal (or smaller ) container	Surfac AC 2.55 gal	Verseries	15.99
7	Malathion Insecticide - <b>bulk shipment only</b>	Fyfanon ULV	Verseries	<del>55.46</del> <del>59.50</del>
8	Seourge Insecticide - 275 gal containers	CSI Permacase 3-15 ULV	ADAPCO	47.73 65.87
9	Envion 30/30 Insecticide - 2.5 gal containers	Aquaperm XAqua	Target	108.44 124.66

ADAPCO, LLC  
550 Aero Lane  
Sanford FL 32771  
attn: Colton Cooper  
ccooper@myadapco.com  
ph: 225-287-2120  
fx: 866-330-9888





Innovation that works

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

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

**PROPOSAL AND AGREEMENT FORM**

JF PETROLEUM  
QUOTE #: **JOB 11085 Change Orders**  
DATE: 5/21/2024

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

PURCHASER: JEFFERSON COUNTY  
  
CONTACT NAME: Mistey Reeves  
ADDRESS: 1149 Pearl St. 7th Floor  
CITY, STATE ZIP: Beaumont, Texas 77701  
PHONE NUMBER: 409-835-8593  
CELL PHONE 1:  
CELL PHONE 2:  
EMAIL: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us)  
JF ACCOUNT #: JEFYOU

WORK TO BE PERFORMED AT: JEFFERSON COUNTY CORRECTIONAL FACILITY  
ADDRESS: 5030 Hwy 69  
CITY, STATE, ZIP: Beaumont, Texas 77705

SALES REP: Lynn Fazio 409-853-7401 / [Lfazio@JFPetrogroup.com](mailto:Lfazio@JFPetrogroup.com)

Ship To: JFP BEAUMONT

**WATER REMOVAL - JOB#11085**

**SOURCEWELL CONTRACT# 092920-JFA**  
Program Terms: Open Account (30-Days)

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

QTY	DESCRIPTION	UNIT PRICE	EXTENSION
1	<p><b><u>CHANGE ORDER 1 - ADDITIONAL 100SQ.FT. CONCRETE &amp; BACKFILL</u></b></p> <p><a href="#">Reason for Required Change:</a> Initial quote included concrete amounts for tanks with standard locations for top of tank fittings and access. Tank farm lines were buried with Proposal based on an assumption for the direction they were installed since they were not visible. We had to excavate an additional 100sq.ft. of concrete and backfill in order to gain access to all equipment.</p> <p>Concrete: 100sq.ft. at \$11.58sq.ft. (original bid price) = \$1158.43 Labor: 24hrs at \$89/hr = \$2136.00</p>	\$3,294.43	\$3,294.43
1	<p><b><u>CHANGE ORDER 2 - CONTAINMENT SUMP MODIFICATION AND PARTS</u></b></p> <p><a href="#">Reason for Required Change:</a> Initial quote included submersible turbine pump containment for a traditional 6" bung installation. Upon excavation and removal of the existing 24x24 manholes, a 28" tank top manway was identified, resulting in the need to modify the installation procedure of the new STP containment sumps. Sumps we modified to accommodate the 28" manway, resulting in the need for NEW tank manufacturer gaskets and stainless steel bolts, as well as additional labor.</p> <p>(4) - Xerxes Manway Gaskets at \$179.55ea = \$718.20 (50) Stainless steel bolts and washers = \$223.83 (21) Labor hours at \$89ea = \$1869.00</p>	\$2,811.03	\$2,811.03
1	<p><b><u>CHANGE ORDER 3 - TANK CLEANING</u></b></p> <p><a href="#">Reason for Required Change:</a> Fuel samples were inspected prior to system start-up to avoid potential equipment damage. Samples were bad resulting in the need to clean the tank prior to system start-up. Cleaning authorized by Cpt. Kenneth Harrell.</p> <p>(2) Tanks cleaned - \$1696.25 per tank - Total = \$3392.50 (1) Multi-Tank Discount = -\$440.00 (1) Mileage &amp; Disposal Fee = \$468.63</p>	\$3,421.13	\$3,421.13

**Sub Total Change Orders 9,526.59**

EQUIPMENT SUB TOTAL	\$9,526.59
FREIGHT CHARGES:	\$0.00
SUB TOTAL MATERIALS	\$9,526.59
TOTAL	\$9,526.59

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

**SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF NINE THOUSAND, FIVE HUNDRED TWENTY-SIX DOLLARS and 59/100 (\$9,526.59 - the "Agreement Price") WHICH INCLUDES APPLICABLE SALES TAX.**

**STANDARD PAYMENT SCHEDULE:**

**DEPOSIT PAYMENT DUE UPON SIGNING:**  0.00%

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

**FACILITY LABOR:**

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

**INSTALLATION LABOR:**

Installation labor and materials due upon completion. Change Orders and additional charges billed upon completion and shall be due and payable upon receipt of such invoice.

**APPLICABLE SALES TAX:**

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

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

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

**3. PRICES; TERMS OF SALE; CREDIT:**

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

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

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



## CONFIDENTIAL

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

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

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

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

#### 4. DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:

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

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

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

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

Neither party shall be responsible for the others negligence.

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

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

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

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

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

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

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

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

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

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

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

PRINT NAME LYNN FAZIO  
DATE 5/21/2024

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

PRINT NAME JEFF BRANICK  
DATE 6-4-24  
EMAIL \_\_\_\_\_  
STATE Texas ZIP CODE 77701

ATTEST *[Signature]*  
DATE 6/14/2024





2615 Calder Avenue, Suite 500, Beaumont, Texas 77702  
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

**WORK AUTHORIZATION**

LJA WA No. B857-1005

This Work Authorization (the "Authorization") is made pursuant to the terms and conditions of the Professional Services Agreement ("PSA") entered into on January 26, 2024 by and between LJA Engineering, Inc. ("LJA") and Jefferson County, Texas ("Client").

- A. Services. LJA will perform the engineering services as outlined in Exhibit A attached hereto.
- B. Compensation. Client shall pay LJA for Services as follows:
  - Hourly Rates with An Estimated Fee of
  - Percentage of Construction Cost
  - Lump Sum Fee of \$4,000.00 (See attached Level of Effort for Breakdown of fee)
  - Other:
- C. Payment. Payment to LJA for the services established under this Work Authorization shall be made in accordance with the PSA.
- D. Supplemental Terms and Conditions.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- E. Severability. This Authorization supplements the PSA and does not waive the parties' responsibilities and obligations provided thereunder. Where the terms or conditions of this Authorization conflict with those of the PSA, this authorization shall control for the Services performed under this Authorization only. This Authorization's terms shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the PSA.

Each of the undersigned Parties has caused this Authorization to be duly executed:

**APPROVED FOR "CLIENT"  
JEFFERSON COUNTY, TEXAS**

**APPROVED FOR "LJA"  
LJA ENGINEERING, INC.**

By:   
 Printed Name: Jeff Branick  
 Title: County Judge  
 Date: 6-4-24

By:   
 Printed Name: Jessica Koutny  
 Title: Vice President

By:   
 Printed Name: Michelle Falgout  
 Title: County Engineer





409.833.3363  
 TBPELS F-1386  
 TBPELS 10110501  
 www.LJA.com  
 2615 Calder Avenue, Suite 500, Beaumont, Texas 77702

**MAJOR DRIVE REHABILITATION PROJECT  
 ENGINEERING SERVICES FEES  
 ADDITIONAL FEES FOR 20-YR PAVEMENT DESIGN  
 UPDATED 2024.05.28**

Phase	Task	Department Manager (hours)	Senior Project Manager (hours)	Project Manager (hours)	Graduate Engineer (hours)	Designer (hours)	Inspector (hours)	Cost (by task)
		\$350	\$300	\$230	\$165	\$150	\$150	
	Geotechnical Services (Lump Sum Fee) <sup>(1)</sup>							\$ 4,000.00
	<b>Sub-total (hours)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 4,000.00</b>
	<b>Sub-total (cost)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,000.00</b>

(1) Geotechnical Services will be completed by Terracon. Terracon will provide a 20-year rigid pavement design (typical roadway section)

(2) LJA will provide an Opinion of Probable Construction Cost for the construction of a rigid pavement based on Terracon's recommendation. LJA will work with local contractors to determine the most economical construction phasing that would also provide an efficient construction schedule. LJA will provide this updated preliminary design to the County before proceeding to Final Engineering. All efforts related to this work will be provided within the Final Engineering Phase.



May 23, 2024

**Honorable Roxanne Acosta-Hellberg**  
**Jefferson County Clerk**

# **Critical Records Management**

## **Phase 2 – Imaging of Vital and Probate Records**

**SUBMITTED BY:**

Billy Gerwick  
Account Executive  
billy.gerwick@kofile.com  
(832) 373-9124

**Kofile** 

6300 Cedar Springs Road, Dallas, TX 75235  
p: 214.442.6668 | f: 214.442.6669  
[info@kofile.com](mailto:info@kofile.com) | [www.Kofile.com](http://www.Kofile.com)

Dear Honorable Roxanne Acosta-Hellberg,

This proposal addresses Jefferson County Clerk's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services imaging. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Jefferson County Clerk's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis. Each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

### **ARCHIVAL DIGITIZATION**

Imaging a document and digitizing a collection creates an electronic representation of the original archival record. This process is not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

Archival digitization includes capture and processing (custom image enhancement and cleanup) and optimization for access.

Kofile's services are unique because materials are addressed according to their conditions and fold endurences without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents and use the best hardware and software available. Many projects involve re-work for collections already imaged or indexed by low-bid vendors. With Kofile, images are the highest quality and are free of distortion and loss of information due to image capture.

Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.

### **IMAGING OVERVIEW**

Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is marked with a "Best Possible Image Indicator" or treated with further enhancements.

Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format. Images are optimized and scaled for system output.

### **IMAGE PROCESSING AND ENHANCEMENT**

IMAGEPERFECT is Kofile's proprietary digital SLR-based software which utilizes proprietary algorithms, critical for capturing different densities and quality levels in a collection, to provide optimal quality and uniform images.

Kofile utilizes the Microsoft® SQL database as the underpinning for its production systems and IMAGEPERFECT allows operators to interactively build and edit image processing scripts, which can be saved for batch processing. Progress tracking capabilities can identify exceptions enabling supervisors



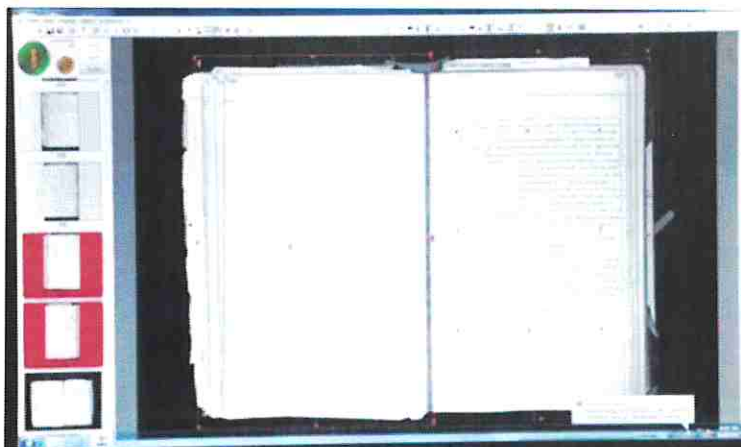
to quickly and efficiently correct problems. This software automatically detects and compensates for a scanner(s) variances. The Assured Image delivers consistent, high-quality output.

IMAGEPERFECT enables repair of the currently displayed image without rescanning which could compromise image integrity, and uses custom image clean-up and enhancements such as deskew, despeckle, character repair, and zonal processing to improve legibility. Kofile maintains 100% document integrity and image control with exclusive image locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

Quality Targets permit operators to view image quality at scan. Images, even those scanned on different devices, are "normalized." Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain. Quality Targets serve as the foundation for quality assurance analysis.

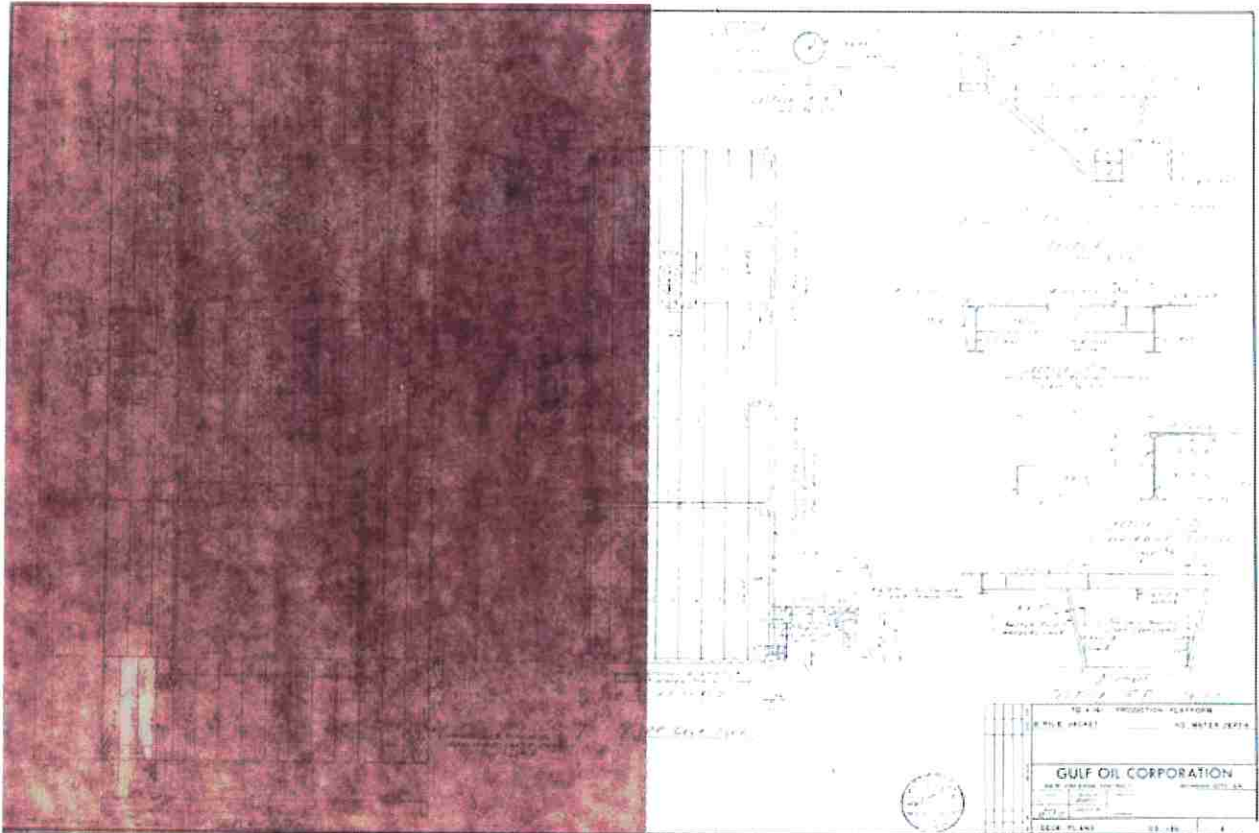
Quality Targets (pictured herein) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. IMAGEPERFECT measures each image at a minimum for:

- Target dpi
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data



If applicable to the project, Kofile performs negative Photostat polarity reversal (so that all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

If requested, annotations are supported to allow the addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.



Examples of imaging before (L) and after (R) advanced image cleanup and enhancements.

#### *Quality Control (QC)*

Our Quality Control (QC) process ensures that all images are certified. Each image is sight checked during QC. Each page is checked to ensure there are no missing pages, double feeds, or "A" pages, which may have been added. Every image is inspected and a statistical, random, batch-based review of 8% of the inventory is conducted before delivery. Jefferson County Clerk can receive an image log noting the steps employed.

#### *Advanced Equipment*

Kofile can scan mixed-sized and large-format documents. Kofile employs a range of scanners to tailor imaging services to the document that requires imaging. All of scanners employ page detection to adjust for varying sizes of paper and, more importantly, thicknesses to reduce "pull-throughs" on thin papers following thick bond. Fragile documents are imaged by hand and not fed through an automated Document feeder. Kofile's technicians are trained to handle fragile documents.

## SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

### *Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements (IM)*

- Capture images at 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Grayscale ensures optimum resolution for each page.
- Images accumulate as bi-tonal images in a Group IV TIFF format.
- IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to ensure best quality image.
- **Images are named with Name, Date, and Case Number.**
- Images are grouped (stapled) together to form documents. Cases are grouped and indexed to form documents by case number.
- If applicable, images are optimized and scaled for system output.
- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges.
- STITCHING: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page. Amendments are stitched to the appropriate Certificate and indexed in place of the original Certificate.
- Jefferson County Clerk receives a MASTER in a medium suitable to the project size (e.g., SFTP, USB).
- Kofile can hold a security copy of all images for safekeeping.



## PROJECT PRICING

This project is presented via TXMAS Contract No. TXMAS-23-92001. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Jefferson County Clerk			
Imaging Project Overview			
Record Series	Volume	Image Count	Estimated Total
DELAYED BIRTH RECORDS FROM AUSTIN	BOOK 1-A	998	\$548.90
DELAYED BIRTH RECORDS FROM AUSTIN	BOOK 2-A	956	\$525.80
DELAYED BIRTH RECORDS FROM AUSTIN	BOOK 3-A	1,098	\$603.90
DELAYED BIRTH RECORDS FROM AUSTIN	BOOK 4-A	1,140	\$627.00
DELAYED BIRTH RECORDS FROM AUSTIN	BOOK 5-A	1,140	\$627.00
DELAYED BIRTH RECORDS FROM AUSTIN	BOOK 6-A	750	\$412.50
DELAYED BIRTH RECORDS FROM AUSTIN	BOOK 7-A	374	\$205.70
BOOK - BIRTH RECORD	1928-1937	646	\$839.80
BOOK - DEATH RECORD	1928-1937	203	\$263.90
TRIFOLDS - STILLBIRTH RECORDS	1 - 1,000	2,000	\$1,730.00
TRIFOLDS -STILLBIRTH RECORDS	1,001 - 2,000	1,590	\$1,375.35
TRIFOLDS -PULLED BIRTH CERTIFICATES	NON PUBLIC	2,504	\$2,165.96
TRIFOLDS -MISCELLANEOUS BIRTHS	MISC BIRTHS	148	\$128.02
BOXES - BIRTH RECORDS	165,001 - 167,000	4,250	\$3,676.25
BOXES -PROBATE BIRTHS	~1,001-11,967	65,168	\$56,370.32
BOXES -DEATH RECORDS	~1-52,000	126,102	\$107,199.39
BOXES -DELAYED DEATH RECORDS	1995 - 2020	1,234	\$1,067.41
BOXES -PROBATE CASES	10,731-11,967	66,710	\$24,015.60
MISSING BOXES PROBATE CASES	11,968-15,057	166,775	\$60,039.00
	Indexing for Probate Cases with Name, Date, and Case No.		\$7,527.24
		Project Total	\$269,949.04

This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>.  
 Please check box(es) of selected projects above.  
 Payment Terms: Pay 50% upon inventory pick-up with the balance due upon project completion.

<p><b>CUSTOMER ACCEPTANCE</b></p> <p><i>[Signature]</i>                  _____                  Signature of Authorized Official</p> <p><b>Jeff Blarice-Judge</b>                  _____                  Print Name of Authorized Official</p> <p><b>Judge</b>                  _____                  Title of Authorized Official</p> <p><b>6/4/2024</b>                  _____                  Date</p>	<p><b>KOFILE ACCEPTANCE</b></p> <p><i>Tim Wilson</i>                  _____                  Signature of Authorized Official</p> <p><b>Tim Wilson</b>                  _____                  Print Name of Authorized Official</p> <p><b>C.E.O. &amp; President</b>                  _____                  Title of Authorized Official</p> <p><b>May 23, 2024</b>                  _____                  Date</p>
--	--



ATTEST *[Signature]*  
 DATE **6/4/2024**

**PURCHASING VEHICLES**  
 Purchasing Via TXMAS  
 Please reference Contract No. **TXMAS-23-92001** directly on the P.O. Kofile has prepared a 'Shopping Cart' in TxSmartBuy so Jefferson County Clerk can complete this purchase – See Link. Please cut and paste into browser after logging in:

STATE OF TEXAS CO-OP MEMBER LISTING FOR Jefferson County Clerk	
LINK	<a href="https://www.txsmartbuy.com/membership_details?memberid=518">https://www.txsmartbuy.com/membership_details?memberid=518</a>
CO-OP #	C1230
Contact	DEBORAH CLARK; dclark@co.jefferson.tx.us
Expiration	4/22/2024

[https://www.txsmartbuy.com/app/siteRedirector.ssp?origin=home&origin\\_hash=sharedCart?viewFilter=%7B%22savedCartId%22%3A%2225516694%22%2C%22createDate%22%3A%222024\\_5\\_14\\_20\\_54%22%2C%22isPurchaser%22%3Afalse%2C%22isPurchaseOrder%22%3Afalse%7D](https://www.txsmartbuy.com/app/siteRedirector.ssp?origin=home&origin_hash=sharedCart?viewFilter=%7B%22savedCartId%22%3A%2225516694%22%2C%22createDate%22%3A%222024_5_14_20_54%22%2C%22isPurchaser%22%3Afalse%2C%22isPurchaseOrder%22%3Afalse%7D)

Jefferson County Clerk is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS						
Part No.	NIGP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL
FLAT-IM01	92030	Imaging of Case File / Typescript and Flat Files	Page	\$0.36	233,485	\$84,054.60
IMGP701	92030	Archival Imaging of Unbound Positive / Typescript	Page	\$0.55	6,456	\$3,550.80
IMGP707	92030	Archival Imaging of Unbound Negative Photostat	Page	\$0.82	41,752	\$34,236.64
IMGP705	92030	Archival Imaging of Case File / Manuscript or Tri-Fold	Page	\$0.87	161,244	\$139,476.06
IMGP703	92030	Archival Imaging of Bound Positive / Typescript or Manuscript	Page	\$1.30	849	\$1,103.70
IND706	92021	Backfile Archival Indexing of Probates	Doc.	\$1.74	4,326	\$7,527.24
<b>TOTAL</b>						<b>\$269,949.04</b>



### ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Jefferson County Clerk is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Jefferson County Clerk. This policy applies to any agreement, verbal or written, between Jefferson County Clerk and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Jefferson County Clerk. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Jefferson County Clerk and to working together for the preservation and access of its public and historical assets.

Sincerely,

Billy Gerwick

*Billy Gerwick*

c: (832) 373-9124

e: billy.gerwick@kofile.com

lgs/rac




**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent 

Date: June 4, 2024

Re: Disposal of Wrecked Vehicle

Consider and possibly approve disposal of wrecked vehicle from Constable Pct. 2 of a 2017 Ford Explorer Police VIN 1FM5K8AR9HGB34046, due to a vehicle accident and to be transport to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

FATAL  
  CMV  
  SCHOOL BUS  
  RAILROAD  
  SUPPLEMENT  
  ACTIVE SCHOOL ZONE  
 Total Num. Units: **2**  
 Total Num. Frags: **5**  
 TxDOF Crash ID: **17847936**

**Texas Peace Officer's Crash Report (Form CR-3 1/1/2018)**  
 Mail to: Texas Department of Transportation, Data and Analysis, P.O. Box 149349, Austin, TX 78714. Questions? Call 844/274-7457  
 Refer to Attached Code Sheet for Numbered Fields

\*=These fields are required on all additional sheets submitted for this crash (ex.: additional vehicles, occupants, injured, etc.).

**IDENTIFICATION & LOCATION**  
 \*Crash Date (MM/DD/YYYY): **09/05/2020**  
 \*Crash Time (24HRMM): **1222**  
 Case ID: **41811-20**  
 Local Use: **65770**  
 \*County Name: **JEFFERSON**  
 \*City Name: **PORT ARTHUR**  
  Outside City Limit  
 In your opinion, did this crash result in at least \$1,000 damage to any one person's property?  Yes  No  
 Latitude (decimal degrees):  
 Longitude (decimal degrees):

**ROAD ON WHICH CRASH OCCURRED**  
 1. Rdwy. Sys.: **LR**  
 \*Hwy. Num.:  
 2. Rdwy. Part: **1**  
 Block Num.: **3400**  
 3. Street Prefix:  
 Street Name: **PROCTER**  
 4. Street Suffix: **ST**  
 Crash Occurred on a Private Drive or Road/Private Property/Parking Lot  
 Toll Road/Toll Lane  
 Speed Limit: **35**  
 Const. Zone:  Yes  No  
 Workers Present:  Yes  No  
 Street Desc.:

**INTERSECTING ROAD, OR IF CRASH NOT AT INTERSECTION, NEAREST INTERSECTING ROAD OR REFERENCE MARKER**  
 At Int.:  Yes  No  
 1. Rdwy. Sys.: **LR**  
 Hwy. Num.:  
 2. Rdwy. Part: **1**  
 Block Num.: **400**  
 3. Street Prefix:  
 Street Name: **6TH**  
 4. Street Suffix: **AVE**  
 Distance from Int. or Ref. Marker:  
 FT  
 MI  
 3. Dir. from Int. or Ref. Marker:  
 Reference Marker:  
 Street Desc.:  
 RR# Num.:

Unit Num.: **1**  
 5. Unit Desc.: **1**  
 Parked Vehicle  
 Hit and Run  
 LP State: **TX**  
 LP Num.: **1395016**  
 VIN: **1FMSK8AR9HGB34046**  
 Veh. Year: **2017**  
 6. Veh. Color: **BLK**  
 Veh. Make: **FORD**  
 Veh. Model: **EXPLORER**  
 7. Body Style: **SV**  
 Pol., Fire, EMS on Emergency (Explain in Narrative if checked)  
 8. DL/ID Type: **1**  
 DL/ID State: **TX**  
 DL/ID Num.: **08292216**  
 9. DL Class: **C**  
 10. CDL End.: **96**  
 11. DL Rest.: **A**  
 DOB (MM/DD/YYYY): **05/17/1963**

Address (Street, City, State, ZIP): **107 GREENLEAF LUMBERTON TX 77657**

Person Num.	12. Psn. Type	13. Seat Position	Name: Last, First, Middle Enter Driver or Primary Person for this Unit on first line	14. Injury Severity	Age	15. Ethnicity	16. Sex	17. Eject	18. Restr.	19. Airbag	20. Helmet	21. Sol.	22. Alc. Spec.	Alc. Result	23. Drug Spec.	24. Drug Result	25. Drug Category
1	1	1	WERNER DAVID	N	57	W	1	97	1	2	97	N	96		96	97	97
Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.																	

Owner  
 Lessee  
 Owner/Lessee Name & Address: **JEFFERSON COUNTY 1149 PEARL STREET BEAUMONT TX 77701**  
 Proof of Fin. Resp.:  Yes  Expired  No  Exempt  
 26. Fin. Resp. Type: **7**  
 Fin. Resp. Num.:  
 Fin. Resp. Phone Num.:  
 27. Vehicle Damage Rating 1: **02 - RFQ - 3**  
 27. Vehicle Damage Rating 2: **12 - FD - 2**  
 Vehicle Inventoried:  Yes  No  
 Towed By: **AIRPORT WRECKER SERVICE**  
 Towed To: **SAME**

Unit Num.: **2**  
 5. Unit Desc.: **1**  
 Parked Vehicle  
 Hit and Run  
 LP State: **TX**  
 LP Num.: **81356C9**  
 VIN: **2G1145S37G91357B7**  
 Veh. Year: **2016**  
 6. Veh. Color: **RED**  
 Veh. Make: **CHEVROLET**  
 Veh. Model: **IMPALA**  
 7. Body Style: **P4**  
 Pol., Fire, EMS on Emergency (Explain in Narrative if checked)  
 8. DL/ID Type: **1**  
 DL/ID State: **TX**  
 DL/ID Num.: **44630748**  
 9. DL Class: **C**  
 10. CDL End.: **96**  
 11. DL Rest.: **96**  
 DOB (MM/DD/YYYY): **09/22/1989**

Address (Street, City, State, ZIP): **2305 GLENWOOD DR PORT ARTHUR TX 77642**

Person Num.	12. Psn. Type	13. Seat Position	Name: Last, First, Middle Enter Driver or Primary Person for this Unit on first line	14. Injury Severity	Age	15. Ethnicity	16. Sex	17. Eject	18. Restr.	19. Airbag	20. Helmet	21. Sol.	22. Alc. Spec.	Alc. Result	23. Drug Spec.	24. Drug Result	25. Drug Category
1	1	1	MARTIN DEVIN	N	30	B	1	1	1	5	97	N	96		96	97	97
2	2	3	GALLOWAY KENYASIER	N	23	B	2	1	1	5	97	N					
3	2	6	NEWTON CHILCY	N	29	B	2	1	3	5	97	N					
4	2	4	MARTIN INFINITI	N	25	B	2	1	3	5	97	N					
Not Applicable - Alcohol and Drug Results are only reported for Driver/Primary Person for each Unit.																	

Owner  
 Lessee  
 Owner/Lessee Name & Address: **MARTIN DEVIN N 2305 GLENWOOD DR PORT ARTHUR TX 77642**  
 Proof of Fin. Resp.:  Yes  Expired  No  Exempt  
 26. Fin. Resp. Type:  
 Fin. Resp. Num.:  
 Fin. Resp. Phone Num.:  
 27. Vehicle Damage Rating 1: **11 - LFQ - 3**  
 27. Vehicle Damage Rating 2:  
 Vehicle Inventoried:  Yes  No  
 Towed By: **BOONE WRECKER SERVICE**  
 Towed To: **SAME**



Law Enforcement and TxDOT Use ONLY.  
Form CR-3 (Rev. 1/1/2018)

Case ID **41811-20** TxDOT Crash ID

<b>DISPOSITION OF INJURED/KILLED</b>	Unit Num.	Prsn. Num.	Taken To		Taken By		Date of Death (MM/DD/YYYY)	Time of Death (24HR:MM)						
<b>CHARGES</b>	Unit Num.	Prsn. Num.	Charge				Citation/Reference Num.							
<b>DAMAGE</b>	Damaged Property Other Than Vehicles			Owner's Name			Owner's Address							
	FENCE			ANDERSON DENISE A			3401 PROCTER STREET PORT ARTHUR TX 77643							
<b>CMV</b>	Unit Num.	<input type="checkbox"/> 10,001 + LBS.	<input type="checkbox"/> TRANSPORTING HAZARDOUS MATERIAL	<input type="checkbox"/> 9 + CAPACITY	CMV Disabling Damage? <input type="checkbox"/> Yes <input type="checkbox"/> No	28 Veh. Oper.	29 Carrier ID Type	Carrier ID Num.						
	Carrier's Corp. Name			Carrier's Primary Addr.			30 Veh. Type							
	31 Ins. Type	<input type="checkbox"/> RGWV <input type="checkbox"/> GVWR	HazMat Released <input type="checkbox"/> Yes <input type="checkbox"/> No	32 HazMat Class Num.	HazMat ID Num.	33 HazMat Class Num.	HazMat ID Num.	33 Cargo Body Type						
	Unit Num.	<input type="checkbox"/> RGWV <input type="checkbox"/> GVWR	34 Trlr. Type	CMV Disabling Damage? <input type="checkbox"/> Yes <input type="checkbox"/> No	Unit Num.	<input type="checkbox"/> RGWV <input type="checkbox"/> GVWR	34 Trlr. Type	CMV Disabling Damage? <input type="checkbox"/> Yes <input type="checkbox"/> No						
	Sequence Of Events	35 Seq. 1	35 Seq. 2	35 Seq. 3	35 Seq. 4	Intermodal Shipping Container Permit <input type="checkbox"/> Yes <input type="checkbox"/> No	Actual Gross Weight	Total Num. of Axles						
<b>FACTORS &amp; CONDITIONS</b>	<b>36 Contributing Factors (Investigator's Opinion)</b>				<b>37 Vehicle Defects (Investigator's Opinion)</b>				<b>Environmental and Roadway Conditions</b>					
	Unit #	Contributing		May Have Contrib.	Contributing		May Have Contrib.	38 Weather Cond.	39 Light Cond.	40 Entering Roads	41 Roadway Type	42 Roadway Alignment	43 Surface Condition	44 Traffic Control
	2	32	66					2	1	97	1	1	1	96
<b>NARRATIVE AND DIAGRAM</b>	Investigator's Narrative Opinion of What Happened (Attach Additional Sheets if Necessary)						Field Diagram - Not to Scale							
	<b>SEE ATTACHED NARRATIVE</b>						<b>SEE ATTACHED DRAWING</b>							
<b>INVESTIGATOR</b>	Time Notified (24HR:MM) <b>1223</b>		How Notified <b>DISPATCHED</b>		Time Arrived (24HR:MM) <b>1226</b>		Report Date (MM/DD/YYYY) <b>09/05/2020</b>							
	Invest. Comp. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Investigator Name (Printed) <b>WALKER CALVIN</b>				ID Num. <b>309</b>								
	ORI Num. <b>TX1230700</b>		*Agency <b>PORT ARTHUR POLICE DEPARTMENT</b>				Service/Region/DA <b>DIST05</b>							

Case ID	41811-20	KDOT Crash ID	
---------	----------	---------------	--

Units 1 & 2 were traveling east bound 3300 block of Procter Street. Unit 1 was escorting a funeral procession with emergency lights activated, and Unit 2 was in the procession. Unit 2 attempted leave the procession and turn north, left onto 6th Ave, while unsafe, and made contact with Unit 1. Unit 1 then made contact with a residential fence at 3401 Procter Street.

ADDITIONAL NARRATIVE

Case ID	41811-20	TxDOT Crash ID	
---------	----------	----------------	--

ADDITIONAL DIAGRAM

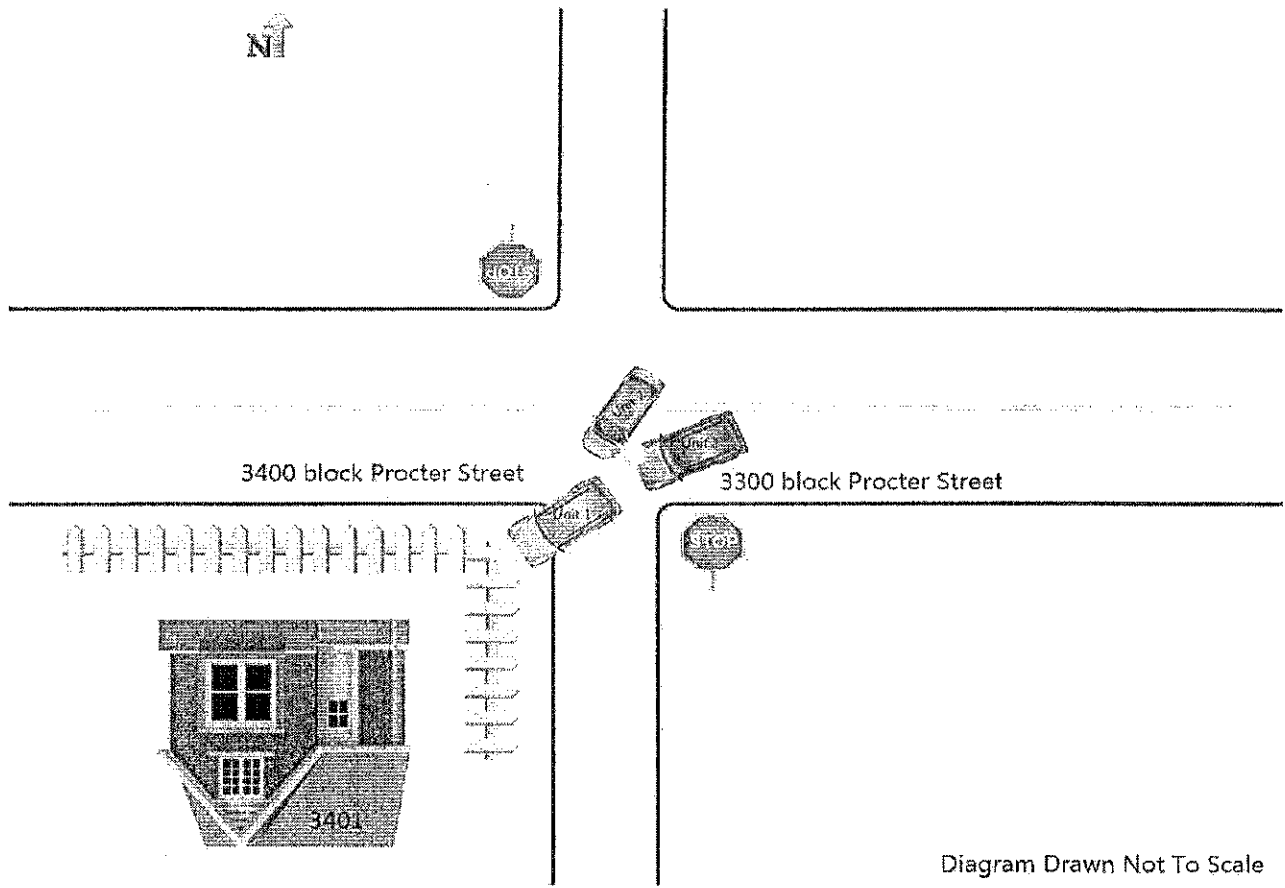


Diagram Drawn Not To Scale



**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 *dc*

Date: June 4, 2024

Re: Disposal of Vehicle

Consider and possibly approve disposal of 2015 Chevrolet Tahoe VIN 1GNLC2EC0FR252829 to be transport to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

**Fw: disposal 1GNLC2EC0FR252829**

Joe Zurita <Joe.Zurita@jeffcotx.us>

Wed 5/22/2024 8:29 AM

To: Sylvia Moore <Sylvia.Moore@jeffcotx.us>

I forgot to mention that this vehicle belongs to Constable Pollards inventory.

---

**From:** Joe Zurita

**Sent:** Wednesday, May 22, 2024 8:27 AM

**To:** Sylvia Moore <Sylvia.Moore@jeffcotx.us>

**Subject:** disposal 1GNLC2EC0FR252829

Good morning, can you also add this vehicle to be sent to Wrights Recycling for disposal in the next court agenda. We no longer need this vehicle for spare parts. Please and thank you.

*Joe Zurita*

*Director Of Jefferson County Service Center*

*7789 Viterbo Rd*

*Beaumont, Tx 77705*

*409-719-5937*

**Jefferson County  
Report of Motor Vehicle Accident**

*Amended 8/5/22*  
106

**Time and Place**

Date 07/26/22	Time 6:40am	Street Central Mall Drive	City Port Arthur	County Jefferson	State Tx
------------------	----------------	------------------------------	---------------------	---------------------	-------------

**County Vehicle**

Make/Model/Year 2015 Chevrolet Tahoe	Body Style SUV	Vehicle I.D. #	License Plate # LRT-5815
Extent of Damage passenger Front and rear end			

**County Driver**

Name Lawrence Gobert	First Lawrence	Middle Gobert	Last Gobert	Work Telephone # 409-543-9380
Street Address 1390 Smokey Lane	City Beaumont	State Texas	Zip Code 77705	Home Telephone #
For What Purpose Was County Vehicle Being Used Off Duty				Driver's License # 29127655
Injured: Yes ___ No *___				
IF INJURED YOU <u>MUST</u> COMPLETE AN ON-THE-JOB INJURY/ILLNESS REPORT				

**County Vehicle Passenger Information**

Name	Address	Telephone #	County Employee?	Injured?
1)				
2)				
3)				

**Other Vehicle Involved**

Name Lawrence Gobert	First Lawrence	Middle Gobert	Last Gobert	Telephone #
Street Address 1390 Smokey Lane	City Beaumont	State Texas	Zip Code 77705	Other Telephone #
Make/Model/Year	Body Style	License Plate #	Condition of Vehicle	
Extent of Damage				
Driver's Name	Street Address	City	State	Zip Code
Insurance Company Name	Phone #	Policy #		
Injured: Yes ___ No ___				

**Other Vehicle Passenger Information**

Name	Address	Telephone #	Injured?
1)			
2)			
3)			

**Property Damage Other Than Vehicles**

Description Light Pole
Extent of Damage light pole was hit and knocked down

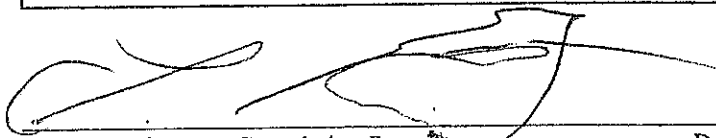
**Witnesses or Persons Present**

Name	Address	Telephone #	Witness	Person Present
1)				
2)				
3)				

<b>Surface</b> <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Blacktop <input type="checkbox"/> Gravel <input type="checkbox"/> Dirt	<b>Light</b> <input type="checkbox"/> Dawn <input checked="" type="checkbox"/> Daylight <input type="checkbox"/> Dusk <input type="checkbox"/> Dark-Light <input type="checkbox"/> Dark-No Light	<b>Traffic Control</b> <input type="checkbox"/> Officer/Watchman <input type="checkbox"/> Stop & Go/Flashing Light <input type="checkbox"/> Stop Sign <input type="checkbox"/> Railroad Crossing <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> No Traffic Patrol Present	<b>Kind of Locality</b> <input type="checkbox"/> Manufacturing/Industrial <input checked="" type="checkbox"/> Shopping/Business <input type="checkbox"/> Residential District <input type="checkbox"/> School/Playground <input type="checkbox"/> Open County <input type="checkbox"/> Other _____
<b>Surface Conditions</b> <input checked="" type="checkbox"/> Dry <input type="checkbox"/> Wet <input type="checkbox"/> Snowy <input type="checkbox"/> Icy	<b>Weather</b> <input type="checkbox"/> Fog <input type="checkbox"/> Rain <input type="checkbox"/> Snow <input checked="" type="checkbox"/> Clear	<b>Police</b> <input checked="" type="checkbox"/> Accident Report Taken <input type="checkbox"/> Badge # _____ <input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> State	

**Description of Accident**

On July 26, 2022 around 6:40am I, Deputy Lawrence Gobert with the Jefferson County Pct. 1 Office was driving my county issued patrol unit traveling east bound on Central Mall Drive, located in Port Arthur, TX and fell asleep at the wheel and crossed over the curb and hit a light pole.

  
 Signature of Person Completing Report \_\_\_\_\_ Date 8-5-22

Submit original report and any support documentation to:

Jefferson County  
 Risk Management Dept  
 215 Franklin, Ste. 202  
 Beaumont, TX 77701  
 (409) 835-8672 Phone

Delete Archive Reply Reply all Forward Zoom Read / Unread

### budget amendment

The message sender has requested a read receipt. To send a receipt, [click here](#).

JZ Joe Zurita  
To: Rebekah Patin

Thu 5/16/2024 9:34 AM

Start reply with:

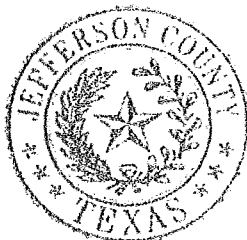
Good morning, can you please add to the next court agenda a transfer of 3000.00 from account 120-8095-417-40-11 to account 120-8095-417-30-84 for the purpose of purchasing supplies needed for outfitting sheriff vehicles, please and thank you?

*Joe Zurita*  
*Director Of Jefferson County Service Center*  
*7789 Viterbo Rd*  
*Beaumont, Tx 77705*  
*409-719-5937*

Reply Forward



JOE "QB" STEVENSON  
Constable Precinct 6



1225 Pearl Street, Suite 101A  
Beaumont, TX 77701-3639  
Telephone: (409) 839-2339  
Facsimile: (409) 839-2390

# Memo

Date: 5/16/24  
To: Fran Lee, Financial Manager  
From: Constable's Office Precinct 6 Fax Number: (409) 839-2390  
RE: Transfer Line Item  
Priority: [Urgent]

## Line-item Transfer Amendment

DATE: May 16, 2024

Honorable Commissioners Court of Jefferson County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Overtime Allowance	120 3070 425	10-98	\$ 5985.00
To:	Travel Expense	120 3070 425	50-62	
Reason:	Amount to cover requisitions for Educational Training Seminars and Civil Process School travel requirements for Constable and staff of Precinct 6			

\$ 4,230

*Joe Stevenson #96*  
Department Head – Chief Deputy Constable

*Deputy Corrier*

Approved: County Judge for Commissioners Court

Attest: County Clerk

Re: Pct. 6 - Transfer Line Item 05/16/2024 - Travel Expense

Samantha Redeaux <Samantha.Redeaux@jeffcotx.us>

Mon 5/20/2024 11:58 AM

To: Fran Lee <Fran.Lee@jeffcotx.us>

Hello Fran,

Below you will find the breakdown of fees for line item transfer travel request for Constable Pct. 6 office:

**Travel Expense Calculator**

Constable Pct. 6	Constable Elect	
Joe "QB" Stevenson	Everett D. Cormier, Sr.	
Trip dates	JPCA Conference	06/24/2024 - 06/28/2024
	TAC Conference	08/28/2024 - 08/30/2024
Purpose - Attend JPCA Conference & TAC Conference		JPCA Conference and TAC Conference

<u>Staff</u>	<u>Date</u>	<u>Purpose of Travel</u>	<u>Travel Amount</u>
Constable Joe "QB" Stevenson	08/28/2024 - 08/30/2024	TAC Legislative Conference - Austin (Registration \$275, Lodging \$774, Meals \$222, Parking \$150, Mileage\$333.66)	\$1,754.66
Deputy Constable (Constable Elect) Everett D. Cormier, Sr.	06/24/2024 - 06/28/2024	Justice of the Peace and Constables Association Conference - Forth Worth (Registration \$230, Lodging \$1272, Meals \$340, Parking \$222, Mileage\$411.38)	\$2,475.38
	08/28/2024 - 08/30/2024	TAC Legislative Conference - Austin (Registration \$275, Lodging \$774, Meals \$222, Parking \$150, Mileage\$333.66)	\$1,754.66
			<u>\$5,984.70</u>

Ⓜ Please update my email to [Samantha.Redeaux@jeffcotx.us](mailto:Samantha.Redeaux@jeffcotx.us) at your convenience.

**Samantha Redeaux**

Senior Office Specialist,

Jefferson County Constable Precinct 6

Main Office Number: (409) 839-2339 | Direct Office Number: (409) 839-2358

Facsimile: (409) 839-2390

Email: [Samantha.Redeaux@JeffCoTx.US](mailto:Samantha.Redeaux@JeffCoTx.US)

~~~~~  
"You will face many defeats in your life BUT never let yourself be defeated." ~Maya Angelou  
~~~~~

---

**From:** Fran Lee <Fran.Lee@jeffcotx.us>  
**Sent:** Thursday, May 16, 2024 10:49 AM  
**To:** Samantha Redeaux <Samantha.Redeaux@jeffcotx.us>  
**Subject:** Re: Pct. 6 - Transfer Line Item 05/16/2024 - Travel Expense

Because he is an outgoing elected official, I suspect the Court will not approve any travel for the Constable himself. And for that reason as well, they will require more details. Please provide a detail schedule for this training including dates and locations.

Thanks.

Fran Lee  
County Auditor  
Jefferson County, Texas  
1149 Pearl Street 7<sup>th</sup> Floor  
Beaumont, Tx 77701  
Phone (409) 835-8500  
Fax (409) 839-2369



STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**ORDER PURSUANT TO SECTION 130.908, TEXAS LOCAL GOVERNMENT CODE**

Pursuant to Section 130.908, Texas Local Government Code, any County or Precinct officer to which this section applies, shall not during any month following the canvass of election returns, spend an amount greater than one-twelfth (1/12) of any line item in such official's budget without approval of the Commissioners Court.

Signed this 12<sup>th</sup> day of September, 2016

A handwritten signature in black ink, appearing to read "Jeff R. Branick", is written over a horizontal line.

JUDGE JEFF R. BRANICK  
County Judge

**To: Rebekah**  
**From: Mike Trahan**  
**Re: Budget Transfer**  
**Date: May 29, 2024**

**Rebekah,**

**I would like to request a transfer of \$600.00 from 112-0205-431-40-15 Communication Equipment to 112-0207-431-50-77 Contractual Services, to cover the cost of Wi-Fi at Road and Bridge precinct 2 office.**

**I do know that this has to go through Commissioner's Court.  
Thanks for your help.**

**Sincerely,**

***Mike Trahan***

**Superintendent, Road and Bridge Precinct 2**



JEFFERSON COUNTY COURTHOUSE  
1085 PEARL ST., 3<sup>RD</sup> FLOOR  
BEAUMONT, TX 77701

OFFICE: (409) 835-8550

**KEITH F. GIBLIN**  
CRIMINAL DISTRICT ATTORNEY

FACSIMILE: (409) 835-8573

## MEMORANDUM

**TO:** Rebekah Patin  
Auditor's Office

**From:** Keith F. Giblin

**Date:** May 29, 2024

**RE:** Budget Transfer Request

District Attorney's Office would like to transfer \$1,700.00 from our Minor Equipment Account#12020304123084 into our Computer Equipment Account#12020304126002 to purchase a laptop for our Appellate Division.

Thank you,

A handwritten signature in black ink, appearing to read "Keith F. Giblin". The signature is stylized and cursive.

Keith F. Giblin



JEFFERSON COUNTY COURTHOUSE  
1085 PEARL ST., 3<sup>RD</sup> FLOOR  
BEAUMONT, TX 77701

OFFICE: (409) 835-8550

**KEITH F. GIBLIN**  
CRIMINAL DISTRICT ATTORNEY

FACSIMILE: (409) 835-8573

## MEMORANDUM

**TO:** Rebekah Patin  
Auditor's Office

**From:** Keith F. Giblin

**Date:** May 30, 2024

**RE:** Budget Transfer Request

District Attorney's Office would like to transfer \$10,000.00 from our Attorney Account#12020304121024 into our Court Cost Account#12020304125015 to pay outstanding invoices from our Foreman cold case.

Thank you,

A handwritten signature in black ink, appearing to read "K. F. Giblin", is written over the typed name.

Keith F. Giblin

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending April 30, 2024



Fran Lee - County Auditor

FRAN LEE  
COUNTY AUDITOR  
(409) 835-8500



1149 PEARL ST. – 7<sup>TH</sup> FLOOR  
BEAUMONT, TEXAS 77701

May 16, 2024

Honorable Commissioners Court:  
Judge Jeff R. Branick  
Commissioner William “Eddie” Arnold  
Commissioner Cary Erickson  
Commissioner Michael “Shane” Sinegal  
Commissioner Everette “Bo” Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of April 30, 2024, together with the results of operations of the budget for the seventh period then ended.

---

**Revenue:**

Total budgeted revenue collected for the seven months ending April 30, 2024 is \$137,482,307. Budgeted Revenues are \$159,150,047 leaving \$21,667,740 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

**Property Taxes:**

Property tax collections are \$105,975,235 for the first seven months of the year. This amount represents 96% of the budgeted amount of \$110,285,337.

**Sales Taxes:**

Fifty-two percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$31,800,000.



Page Two

**Licenses & Permits:**

Revenue from Licenses & Permits has exceeded the budgeted amount of \$409,800 by \$232,525.

**Intergovernmental:**

Sixty-eight percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,442,000.

**Fees:**

Fifty-four percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$11,241,410 for the year.

**Fines and Forfeitures:**

Sixty-two percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,400,000.

**Interest:**

Revenue from Interest has exceeded the budgeted amount of \$2,541,500 by \$3,712,097.

**Other Revenues:**

Nothing of Other Revenues have been collected. Revenues from Other Revenues are budgeted to be \$30,000 for the year.

---

**Expenditures:**

Overall for the County's budgeted funds, fifty-five percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$168,258,115, which includes General Funds and debt service funds, excluding budgeted transfers of \$8,769,435 for the fiscal year ending September 30, 2024.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink that reads "Fran M. Lee". The signature is written in a cursive style with a large, looping initial "F" and a distinct "M" and "L".

Fran Lee  
County Auditor

JEFFERSON COUNTY, TEXAS  
FINANCIAL & OPERATING  
STATEMENTS - COUNTY FUNDS ONLY  
FOR THE MONTH ENDING APRIL 30, 2024  
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Statement of Expenditures - Compared with Budget Allocation	7-8
Statement of Bonded Indebtedness	9
Statement of Transfers In and Out	10

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Jefferson County, Texas  
 Consolidated Balance Sheet  
 For The Month Ending April 30, 2024

	<u>General Funds</u>	<u>Special Revenue Funds</u>	<u>Capital Project Funds</u>	<u>Debt Service Funds</u>	<u>Enterprise Funds</u>	<u>Internal Service Funds</u>	<u>Total</u>
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 123,227,502	74,840,633	10,125,602	5,677,847	4,389,821	5,864,494	\$ 224,125,899
Receivables & Prepaids	6,779,936	16,173	-	256,308	342,186	-	7,394,603
Intergovernmental Receivables	(1,828)	-	-	-	-	-	(1,828)
Due From Other Funds	150,000	-	-	-	6,134,967	-	6,284,967
Inventory	862,543	18,408	-	-	190,056	-	1,071,007
Other Assets	103,828	-	-	-	81,394,670	-	81,498,498
 Total Assets	 \$ <u>131,121,981</u>	 \$ <u>74,875,214</u>	 \$ <u>10,125,602</u>	 \$ <u>5,934,155</u>	 \$ <u>92,451,700</u>	 \$ <u>5,864,494</u>	 \$ <u>320,373,146</u>

LIABILITIES AND FUND BALANCE/EQUITY

Payables	\$ 3,332,315	366,467	-	-	1,220,908	3,571,122	\$ 8,490,812
Intergovernmental Payables	360	-	-	-	17	-	377
Due To Other Funds	-	-	-	-	6,134,967	-	6,134,967
Other Liabilities	6,290,399	538,331	-	243,598	5,536,563	-	12,608,891
Fund Balance/Equity	<u>121,498,907</u>	<u>73,970,416</u>	<u>10,125,602</u>	<u>5,690,557</u>	<u>79,559,245</u>	<u>2,293,372</u>	<u>293,138,099</u>
 Total Liabilities and Fund Balance/Equity	 \$ <u>131,121,981</u>	 \$ <u>74,875,214</u>	 \$ <u>10,125,602</u>	 \$ <u>5,934,155</u>	 \$ <u>92,451,700</u>	 \$ <u>5,864,494</u>	 \$ <u>320,373,146</u>

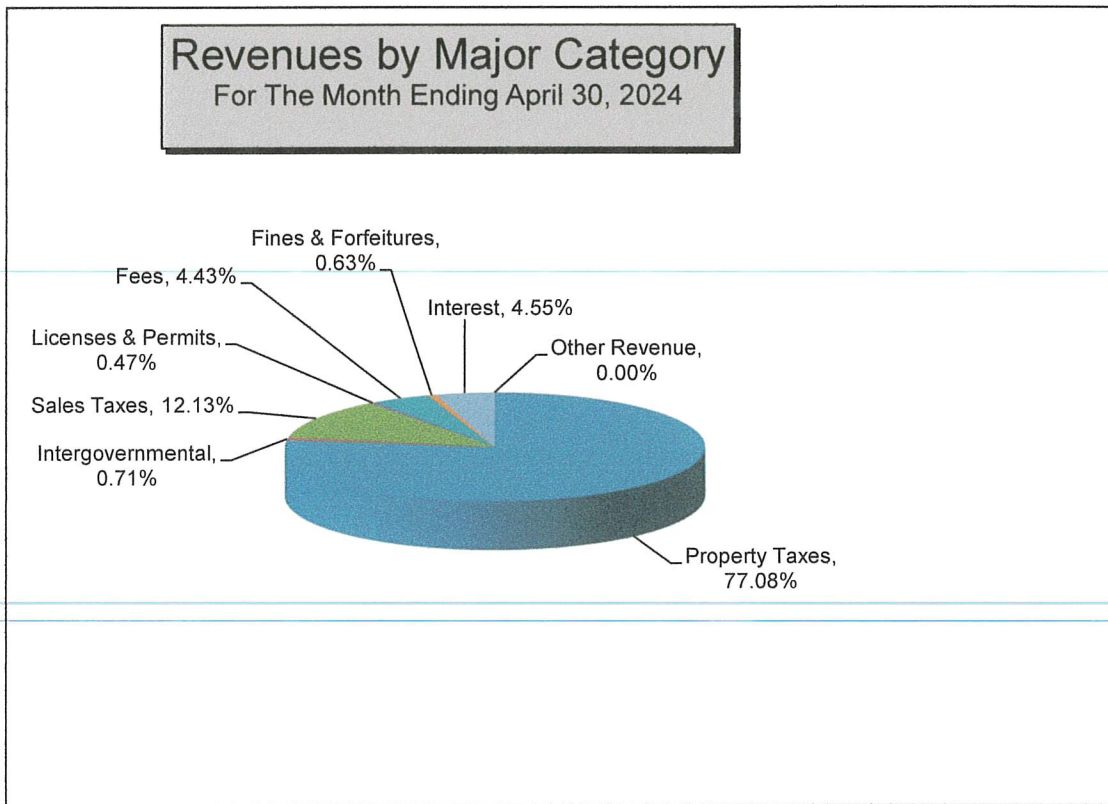
Jefferson County, Texas  
Statement of Changes in Fund Balances  
For The Month Ending April 30, 2024

	<u>3/31/2024</u>	<u>Month Ending April 30, 2024</u>				<u>4/30/2024</u>
	<u>Fund Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Transfers In(/Out)</u>	<u>Prior Period Adjustment</u>	<u>Fund Balance</u>
Jury Fund	\$ 171,048	\$ 87,269	\$ 22,640	\$ -	\$ -	\$ 235,677
Road & Bridge Pct. 1	5,821,319	72,311	185,671	-	-	5,707,959
Road & Bridge Pct. 2	1,893,223	71,911	158,517	-	-	1,806,617
Road & Bridge Pct. 3	655,647	71,911	195,479	-	-	532,079
Road & Bridge Pct. 4	3,317,545	74,162	193,919	-	-	3,197,788
Engineering Fund	741,159	9,643	87,478	-	-	663,324
Parks & Recreation	77,022	3,565	13,125	-	-	67,462
General Fund	107,878,763	6,031,142	9,707,689	(158,878)	-	104,043,338
Mosquito Control Fund	2,451,131	18,205	296,263	-	-	2,173,073
Tobacco Settlement Fund	3,012,392	59,198	-	-	-	3,071,590
<b>Total General Funds</b>	<b>126,019,249</b>	<b>6,499,317</b>	<b>10,860,781</b>	<b>(158,878)</b>	<b>-</b>	<b>121,498,907</b>
Total Special Revenue Funds	64,046,206	12,889,357	2,989,514	24,367	-	73,970,416
Total Capital Project Funds	10,184,900	42,472	101,770	-	-	10,125,602
Total Debt Service Funds	5,624,849	66,308	600	-	-	5,690,557
Total Enterprise Funds	79,816,676	493,583	885,525	134,511	-	79,559,245
Total Internal Service Funds	2,403,169	2,551,197	2,660,994	-	-	2,293,372
<b>Total Balances</b>	<b>\$ 288,095,049</b>	<b>\$ 22,542,234</b>	<b>\$ 17,499,184</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 293,138,099</b>



Jefferson County Texas  
Statement of Revenues by Category - Compared with Budget Allocation  
For The Month Ending April 30, 2024

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 105,975,235	\$ 110,285,337	\$ 4,310,102	3.91%
Sales Taxes	16,668,755	31,800,000	15,131,245	47.58%
Licenses & Permits	642,325	409,800	(232,525)	-56.74%
Intergovernmental	978,563	1,442,000	463,437	32.14%
Fees	6,093,512	11,241,410	5,147,898	45.79%
Fines & Forfeitures	870,320	1,400,000	529,680	37.83%
Interest	6,253,597	2,541,500	(3,712,097)	-146.06%
Other Revenue	-	30,000	30,000	100.00%
	<u>\$ 137,482,307</u>	<u>\$ 159,150,047</u>	<u>\$ 21,667,740</u>	<u>13.61%</u>



Jefferson County, Texas  
 Statement of Revenues - Compared With Budget Allocation  
 For The Month Ending April 30, 2024

	October 2023					Cumulative	Annual	Unrealized
	-December	January	February	March	April	Total	Budget	Balance
<b>Jury Fund</b>								
Current Taxes	\$ 17,453	\$ 103,500	\$ 61,442	\$ 3,586	\$ 1,491	\$ 187,472	\$ 193,829	\$ 6,357
Delinquent Taxes	63	50	(2)	(6)	(8)	97	282	185
Jury Fees	11,226	5,149	5,734	6,580	5,780	34,469	60,000	25,531
Other Revenue	71,793	-	228	90	80,006	152,117	210,500	58,383
<b>Road &amp; Bridge Pct. 1</b>								
Current Taxes	81,492	483,271	286,890	16,746	6,961	875,360	905,040	29,680
Delinquent Taxes	2,480	1,974	(84)	(251)	(314)	3,805	11,180	7,375
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,707	-	-	-	78,707	625,000	546,293
Road & Bridge Fees	114,033	34,124	39,484	55,034	42,467	285,142	525,000	239,858
Sales, Rentals & Services	76,033	-	661	-	400	77,094	-	(77,094)
Fines and Forfeitures	34,662	13,876	20,642	25,741	22,797	117,718	200,000	82,282
<b>Road &amp; Bridge Pct. 2</b>								
Current Taxes	81,492	483,271	286,890	16,746	6,961	875,360	905,040	29,680
Delinquent Taxes	2,480	1,974	(84)	(251)	(314)	3,805	11,180	7,375
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,707	-	-	-	78,707	625,000	546,293
Road & Bridge Fees	114,033	34,124	39,484	55,034	42,467	285,142	525,000	239,858
Sales, Rentals & Services	7,529	-	-	-	-	7,529	-	(7,529)
Fines and Forfeitures	34,673	13,876	20,642	25,741	22,797	117,729	200,000	82,271
<b>Road &amp; Bridge Pct. 3</b>								
Current Taxes	81,492	483,271	286,890	16,746	6,961	875,360	905,040	29,680
Delinquent Taxes	2,480	1,974	(84)	(251)	(314)	3,805	11,180	7,375
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,707	-	-	-	78,707	625,000	546,293
Road & Bridge Fees	114,033	34,124	39,484	55,034	42,467	285,142	525,000	239,858
Sales, Rentals & Services	-	-	-	-	-	-	-	-
Fines and Forfeitures	34,681	13,858	20,620	25,741	22,797	117,697	200,000	82,303
<b>Road &amp; Bridge Pct. 4</b>								
Current Taxes	81,492	483,271	286,890	16,746	6,961	875,360	905,040	29,680
Delinquent Taxes	2,480	1,974	(84)	(251)	(314)	3,805	11,180	7,375
Intergovernmental Revenue	-	-	-	-	-	-	9,000	9,000
Auto Registration Fees	-	78,707	-	-	-	78,707	625,000	546,293
Road & Bridge Fees	114,033	34,124	39,484	55,034	42,467	285,142	525,000	239,858
Sales, Rentals & Services	10,374	500	-	-	2,250	13,124	-	(13,124)
Fines and Forfeitures	34,682	13,863	20,620	25,742	22,798	117,705	200,000	82,295
Other Revenue	-	-	-	-	-	-	-	-

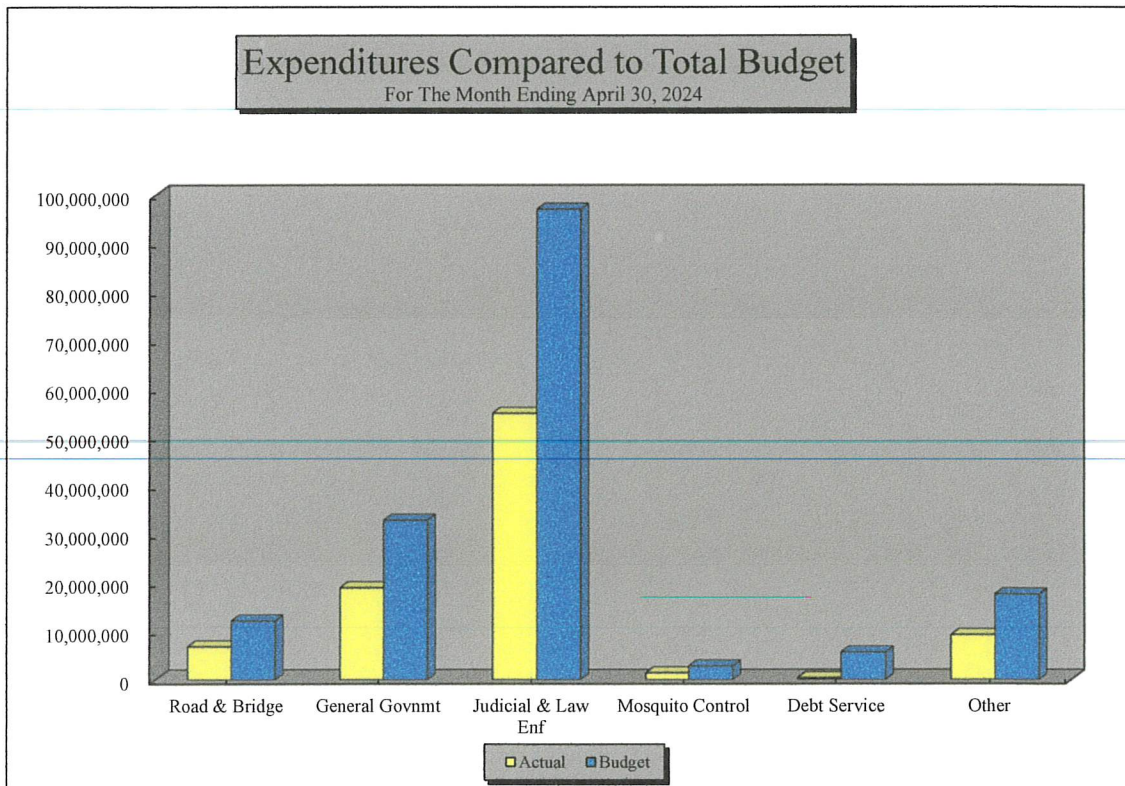
Jefferson County, Texas  
 Statement of Revenues - Compared With Budget Allocation  
 For The Month Ending April 30, 2024

	October 2023					Cumulative	Annual	Unrealized
	-December	January	February	March	April	Total	Budget	Balance
<b>Engineering Fund</b>								
Current Taxes	\$ 99,992	\$ 592,980	\$ 352,018	\$ 20,548	\$ 8,542	\$ 1,074,080	\$ 1,110,497	\$ 36,417
Delinquent Taxes	3,314	2,638	(112)	(335)	(419)	5,086	14,937	9,851
Licenses and Permits	1,410	760	430	290	1,020	3,910	4,500	590
Sales, Rentals & Services	500	500	500	1,000	500	3,000	1,000	(2,000)
<b>Parks &amp; Recreation</b>								
Current Taxes	1,820	10,795	6,408	374	155	19,552	20,216	664
Delinquent Taxes	395	314	(13)	(40)	(50)	606	1,779	1,173
Sales, Rentals & Services	18,092	4,540	5,043	4,676	3,460	35,811	70,100	34,289
<b>General Fund</b>								
Current Taxes	8,646,135	51,274,178	30,438,509	1,776,735	738,577	92,874,134	96,018,173	3,144,039
Delinquent Taxes	263,746	209,977	(8,916)	(26,676)	(33,339)	404,792	1,188,946	784,154
Sales Taxes	3,312,854	3,428,329	3,441,096	3,370,137	3,116,339	16,668,755	31,800,000	15,131,245
Other Taxes	-	-	-	-	-	-	30,000	30,000
Licenses and Permits	73,485	33,328	34,368	38,080	459,154	638,415	405,300	(233,115)
Intergovernmental Revenue	48,719	97,180	92,321	77,824	464,195	780,239	1,222,500	442,261
Fees of Office	760,725	282,842	329,402	382,250	301,018	2,056,237	3,427,360	1,371,123
Other Sales, Rentals & Svcs.	1,429,407	(171,951)	605,839	295,808	251,749	2,410,852	3,082,950	672,098
Fines & Forfeitures	107,878	102,568	55,341	78,483	55,201	399,471	600,000	200,529
Interest	3,059,219	623,362	823,276	881,648	678,248	6,065,753	2,420,000	(3,645,753)
Other Revenue	-	-	-	-	-	-	-	-
<b>Mosquito Control Fund</b>								
Current Taxes	221,977	1,316,392	781,466	45,615	18,962	2,384,412	2,465,260	80,848
Delinquent Taxes	5,991	4,770	(203)	(606)	(757)	9,195	27,009	17,814
Sales, Rentals & Services	-	-	-	-	-	-	-	-
<b>Tobacco Settlement Fund</b>								
Intergovernmental Revenue	-	-	-	-	46,207	46,207	-	(46,207)
Interest	31,118	12,233	14,005	15,950	12,991	86,297	58,000	(28,297)
<b>Debt Service</b>								
Current Taxes	509,155	3,019,447	1,792,470	104,628	43,493	5,469,193	5,507,202	38,009
Delinquent Taxes	18,378	14,961	(790)	(1,394)	(1,199)	29,956	72,327	42,371
Interest	7,189	15,020	25,609	29,715	24,014	101,547	63,500	(38,047)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-
<b>Total</b>	<b>\$ 19,746,688</b>	<b>\$ 63,432,139</b>	<b>\$ 40,243,814</b>	<b>\$ 7,494,041</b>	<b>\$ 6,565,625</b>	<b>\$ 137,482,307</b>	<b>\$ 159,150,047</b>	<b>\$ 21,667,740</b>



Jefferson County, Texas  
 Statement of Expenditures - Compared With Budget Allocation - 58% of Budget Expended  
 For The Month Ending April 30, 2024

	<u>Cumulative Actual</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>Percentage Unencumbered</u>
Jury Fund	\$ 336,871	\$ 620,291	\$ 283,420	45.69%
Road & Bridge Funds	6,069,106	10,623,052	4,553,946	42.87%
Engineering Fund	657,923	1,320,759	662,836	50.19%
Parks & Recreation Fund	121,770	238,596	116,826	48.96%
<b>General Fund:</b>				
General Government	18,971,439	32,927,600	13,956,161	42.38%
Judicial	12,497,903	23,390,079	10,892,176	46.57%
Law Enforcement	42,114,358	73,026,761	30,912,403	42.33%
Education	256,607	498,415	241,808	48.52%
Health & Welfare	4,864,628	9,654,872	4,790,244	49.61%
Maintenance	2,463,411	4,447,473	1,984,062	44.61%
Other	1,390,394	2,778,403	1,388,009	49.96%
Mosquito Control Fund	1,414,263	2,818,964	1,404,701	49.83%
Tobacco Settlement	250,000	250,000	-	-
Debt Service Funds	367,450	5,662,850	5,295,400	93.51%
	<u>\$ 91,776,123</u>	<u>\$ 168,258,115</u>	<u>\$ 76,481,992</u>	<u>45.46%</u>



Jefferson County, Texas  
Statement of Expenditures - Compared With Budget Allocation  
For The Month Ending April 30, 2024

	October 2023					Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April		Total	Budget	Balance
Jury Fund	\$ 154,824	\$ 38,821	\$ 56,294	\$ 60,651	\$ 22,640	\$ 3,641	\$ 336,871	\$ 620,291	\$ 283,420
Road & Brdg Pct. 1	371,909	124,267	400,645	181,055	185,671	482,870	1,746,417	3,031,174	1,284,757
Road & Brdg Pct. 2	392,055	159,780	138,116	214,098	158,517	182,420	1,244,986	2,158,316	913,330
Road & Brdg Pct. 3	445,329	151,164	193,726	230,318	195,479	51,705	1,267,721	2,469,733	1,202,012
Road & Brdg Pct. 4	945,239	126,898	134,800	151,587	193,919	257,539	1,809,982	2,963,829	1,153,847
Engineering	262,919	87,443	88,518	128,578	87,478	2,987	657,923	1,320,759	662,836
Parks & Recreation	43,135	11,630	20,940	17,028	13,125	15,912	121,770	238,596	116,826
Tax Assessor/Coll.	1,047,430	318,363	325,977	460,268	307,070	6,077	2,465,185	4,841,597	2,376,412
Human Resources	105,337	36,484	35,502	57,093	61,861	3,213	299,490	570,555	271,065
County Auditor	467,755	135,819	132,281	206,231	138,713	609	1,081,408	1,967,550	886,142
County Clerk	534,059	173,680	175,005	260,399	173,053	6,770	1,322,966	2,715,659	1,392,693
County Judge	217,619	71,874	77,953	90,382	75,102	492	533,422	1,132,850	599,428
Risk Management	78,849	25,605	30,906	34,108	18,095	-	187,563	376,313	188,750
County Treasurer	103,690	34,672	34,264	41,792	28,114	-	242,532	419,962	177,430
Printing Department	27,458	5,427	7,355	12,458	10,792	11,851	75,341	169,513	94,172
Purchasing Department	150,918	51,133	51,581	74,518	49,363	14,834	392,347	694,102	301,755
General Services	3,532,959	1,385,418	186,324	2,776,927	1,094,515	177,431	9,153,574	15,079,647	5,926,073
MIS	1,594,343	163,322	169,091	239,176	189,487	98,715	2,454,134	3,655,555	1,201,421
Voter's Registration	57,269	43,199	9,974	11,659	6,859	387	129,347	226,800	97,453
Elections	452,262	(115,233)	43,570	193,447	40,359	19,725	634,130	1,077,497	443,367
District Attorney	1,789,048	646,191	615,580	903,357	633,469	14,454	4,602,099	8,452,756	3,850,657
District Clerk	534,826	185,134	183,864	278,119	188,365	15,146	1,385,454	2,488,629	1,103,175
Criminal Dist. Court	377,942	128,604	152,556	182,744	138,390	1,589	981,825	1,874,401	892,576
58th Dist. Court	77,763	26,404	25,884	38,746	26,093	280	195,170	362,681	167,511
60th Dist. Court	82,924	28,264	27,657	41,113	28,117	239	208,314	379,306	170,992
136th Dist. Court	83,618	28,423	28,619	41,526	28,217	(2)	210,401	380,995	170,594
172nd Dist. Court	82,629	27,502	28,046	40,401	27,481	223	206,282	361,382	155,100
252nd Dist. Court	280,127	97,949	145,185	132,228	101,827	2,794	760,110	1,391,294	631,184
279th Dist. Court	131,937	52,118	57,979	66,975	56,983	327	366,319	698,351	332,032
317th Dist. Court	119,829	42,243	44,658	55,438	43,262	880	306,310	610,049	303,739
J.P. Pct. 1 Pl 1	100,086	32,715	33,459	47,750	33,006	552	247,568	458,931	211,363
J.P. Pct. 1 Pl 2	105,167	36,627	35,644	52,807	36,159	25	266,429	476,552	210,123
J.P. Pct. 2	84,300	28,316	34,489	50,583	35,793	45	233,526	426,657	193,131
J.P. Pct. 4	104,154	35,706	36,668	52,956	35,233	16	264,733	478,698	213,965
J.P. Pct. 6	103,084	33,977	33,088	49,843	34,580	509	255,081	464,336	209,255
J.P. Pct. 7	98,058	34,447	33,291	50,973	34,510	547	251,826	465,187	213,361
J.P. Pct. 8	57,936	19,097	15,586	19,736	15,385	207	127,947	460,011	332,064
Cnty. Court at Law 1	130,475	44,670	44,211	66,095	44,161	-	329,612	588,317	258,705
Cnty. Court at Law 2	137,919	42,384	45,036	61,303	47,269	443	334,354	731,478	397,124
Cnty. Court at Law 3	177,995	61,261	64,892	90,135	72,077	137	466,497	921,471	454,974



Jefferson County, Texas  
 Statement of Expenditures - Compared With Budget Allocation  
 For The Month Ending April 30, 2024

	October 2023					Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April		Total	Budget	Balance
Court Master	\$ 125,561	\$ 44,631	\$ 45,955	\$ 61,574	43,080	\$ -	\$ 320,801	\$ 592,556	\$ 271,755
Dispute Resolution	68,680	27,232	24,104	33,729	21,925	1,575	177,245	326,041	148,796
Comm. Supervision	3,690	520	124	124	1,096	288	5,842	17,420	11,578
Sheriff's Dept.	3,817,584	1,271,419	1,238,814	1,764,305	1,260,380	430,682	9,783,184	18,039,496	8,256,312
Crime Lab	370,493	158,959	114,610	146,838	110,898	26,645	928,443	1,849,615	921,172
Jail	8,590,425	3,918,049	4,615,896	4,236,378	2,831,705	2,477,689	26,670,142	43,032,199	16,362,057
Juvenile Probation	384,509	130,381	129,754	184,739	126,917	1,692	957,992	1,921,977	963,985
Juvenile Detention	502,148	193,173	183,200	225,198	172,575	81,742	1,358,036	2,666,430	1,308,394
Constable Pct. 1	200,683	66,947	69,176	95,428	66,216	4,623	503,073	891,960	388,887
Constable Pct. 2	117,918	40,529	40,144	59,231	40,939	-	298,761	567,898	269,137
Constable Pct. 4	122,408	43,285	41,021	61,168	41,993	282	310,157	564,412	254,255
Constable Pct. 6	145,929	46,146	42,452	60,435	48,329	571	343,862	697,638	353,776
Constable Pct. 7	129,650	45,546	43,852	63,099	43,065	240	325,452	589,343	263,891
Constable Pct. 8	128,995	43,098	42,928	63,842	42,857	1,387	323,107	588,373	265,266
County Morgue	178,665	84,950	13,442	9,000	20,250	-	306,307	1,600,000	1,293,693
Agriculture Ext.	98,736	33,308	36,020	49,725	36,019	2,799	256,607	498,415	241,808
Public Health # 1	355,988	105,842	130,558	158,073	114,408	4,085	868,954	1,636,115	767,161
Public Health # 2	301,323	100,346	118,009	136,915	104,779	4,845	766,217	1,496,972	730,755
Nurse Practitioner	86,179	29,906	31,866	40,987	29,934	9,268	228,140	424,607	196,467
Child Welfare	5,226	16,580	-	10,348	-	-	32,154	120,000	87,846
Env. Control	85,652	28,606	28,631	48,879	33,089	(16)	224,841	498,369	273,528
Ind. Medical Svcs.	281,002	129,717	1,892,025	111,931	122,258	61,048	2,597,981	5,185,244	2,587,263
Emergency Mgmt.	56,025	20,068	19,946	29,441	20,820	41	146,341	293,565	147,224
Beaumont Maintenance	427,764	223,591	242,232	229,992	274,377	290,484	1,688,440	3,137,421	1,448,981
Port Arthur Maint.	180,104	63,288	63,227	85,873	82,592	134,081	609,165	1,014,770	405,605
Mid-County Maint.	56,386	16,927	17,297	24,544	15,581	35,071	165,806	295,282	129,476
Service Center	309,765	114,833	106,286	110,068	120,042	422,710	1,183,704	1,496,925	313,221
Veteran Service	81,401	29,817	27,208	40,345	27,805	114	206,690	378,740	172,050
Mosquito Control	683,798	124,642	115,710	154,318	296,263	39,532	1,414,263	2,818,964	1,404,701
Tobacco Settlement	250,000	-	-	-	-	-	250,000	250,000	-
Debt Service Funds	2,800	364,050	-	-	600	-	367,450	5,662,850	5,295,400
Contingency	-	-	-	-	-	-	-	902,738	902,738
<b>Total</b>	<b>\$ 33,794,662</b>	<b>\$ 12,178,184</b>	<b>\$ 13,473,701</b>	<b>\$ 16,061,128</b>	<b>\$ 10,861,381</b>	<b>\$ 5,407,067</b>	<b>\$ 91,776,123</b>	<b>\$ 168,258,115</b>	<b>\$ 76,481,992</b>

Jefferson County, Texas  
 Statement of Bonded Indebtedness  
 For The Month Ending April 30, 2024

Issue	Beginning Amount Outstanding	2023-2024 Requirements				2023-2024 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 8,790,000	\$ 4,325,000	\$ 263,700	\$ 2,500	\$ 4,591,200	\$ -	\$ 131,850	\$ 2,000	\$ 133,850	\$ 8,790,000
2019 Certificates of Obligation	13,245,000	605,000	464,150	2,500	1,071,650	-	232,075	1,525	233,600	13,245,000
	<u>\$ 22,035,000</u>	<u>\$ 4,930,000</u>	<u>\$ 727,850</u>	<u>\$ 5,000</u>	<u>\$ 5,662,850</u>	<u>\$ -</u>	<u>\$ 363,925</u>	<u>\$ 3,525</u>	<u>\$ 367,450</u>	<u>\$ 22,035,000</u>

Jefferson County, Texas  
Statement of Transfers In and Out  
For The Month Ending April 30, 2024

Fund	Transfers In	Transfers Out
120 General Fund	-	746,961 (a)
120 General Fund	-	258,642 (b)
230 Community Supervision Fund	-	166,505 (a)
233 Mentally Impaired Offender	9,066 (a)	
237 Community Corrections Program	35,099 (a)	
239 Drug Diversion Program	122,340 (a)	-
241 Sheriff Department Grants	1,756 (b)	-
245 Crime Victim's Clearing	142,019 (b)	
257 Auto Theft Grant	15,809 (b)	-
282 VAWA Fund	18,301 (b)	
550 SETEC Fund	746,961 (a)	-
865 Marine Division	12,600 (b)	17,214 (b)
876 Sheriff-Spindletop Grant	66,965 (b)	-
885 2021 Port Security Grant	13,791 (b)	
886 2022 Port Security Grant	8,589 (b)	12,600 (b)
887 2023 Port Security Grant	8,625 (b)	
	<u>\$1,201,922</u>	<u>\$1,201,922</u>

(a) Budgeted Transfer

(b) Grant Match



The purpose of this DOI form is for non-state governmental entities (a.k.a. local governmental entities (LGEs)) to declare the amounts they intend to IGT for use as the non-federal share of the Medicaid Managed Care Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (a.k.a. The ATLIS) . The amounts that are declared are non-binding; however, the declaration amount gives HHSC a valuable estimate of expected IGT amounts across the program. The non-federal share of all ATLIS payments is funded through IGTs from LGEs. Please complete all yellow cells.

This form is due **by 5:00 p.m. Central Time on June 3, 2024.**

**Local Government Entity Contact Information**

Sponsoring Governmental Entity Information	
Sponsoring Governmental Entity (SGE) Name* <i>(e.g. [Name] County, [Name] Hospital District, City of [Name], etc.)</i>	Jefferson County LPPF
SGE's Operational Nature** <i>(If SGE administers and operates an LPPF and is IGTing from the LPPF, select LPPF-SGE's Operational Nature)</i>	LPPF-County
SGE TEXNET Location Number <i>(five digit number associated with the SGE's TEXNET account used to transfer IGT to HHSC)</i>	00984
SGE Jurisdiction County Name <i>(If the SGE is not a state entity, which county is it located in?)</i>	Jefferson
Does the Transferring SGE have General Taxing Authority?	Yes

**Please select one or more of the following:**

Yes	The LGE listed above <u>intends</u> to transfer public funds as an intergovernmental transfer to HHSC for use as the non-federal share of the ATLIS program.
Yes	It is the LGE's intention that HHSC, to the best of their ability, utilize the funds transferred by the LGE listed above to support payments for the following service delivery area(s)[1]:
Complete if answering yes to the item above:	Service Delivery Area(s):
	Jefferson

Yes	The LGE listed above is willing to commit more than the IGT amount listed below if necessary in order to ensure the entire allowable program size is funded. Enter amount below.

**First Half of IGT Settlement**  
Planned to occur in January 2025

Declaration Amount: \$ 4,075,871.82

**Second Half of IGT Settlement**  
Planned to occur in July 2025

Declaration Amount: \$ 4,075,871.82

**Additional IGT Commitment, if willing to commit additional funds in the event of an IGT shortfall**

Declaration Amount: TBD

I certify that I am legally authorized to sign this declaration of intent on behalf of Jefferson County LPPF and that the information entered above is true and correct to the best of my knowledge and belief. I also understand that the declaration of intent does not bind Jefferson County LPPF to transfer IGT.

Certifier's Name: Fran Lee



Certifier's Title: County Auditor  
Certifier's Email: Fran.Lee@jeffcotx.us  
Certifier's Phone: (409) 835-8500

[1] HHSC will pool all IGTs received by service delivery area, in accordance with the indication provided at the time of IGT, and will not align a particular IGT to a payment to any particular or specific managed care organization.

Service Delivery Area	Hospital Class	Combined Class & SDA	STAR KIDS	STAR PLUS	STAR	TOTAL All Funds	Total IGT Anticipated Need	First IGT Call Estimate	Second IGT Call Estimate
			\$ 61,905,368	\$ 508,697,057	\$ 196,126,307	\$ 766,728,732	\$ 306,614,820	\$ 153,307,410	\$ 153,307,410
Bexar	Children's	Children's Bexar	\$ 305,556	\$ -	\$ -	\$ 305,556	\$ 122,192	\$ 61,096	\$ 61,096
Bexar	Rural	Rural Bexar	\$ -	\$ 951,525	\$ -	\$ 951,525	\$ 380,515	\$ 190,257	\$ 190,257
Bexar	State-owned non-IMD	State-owned non-IMD Bexar	\$ -	\$ 305,556	\$ -	\$ 305,556	\$ 122,192	\$ 61,096	\$ 61,096
Bexar	Urban	Urban Bexar	\$ -	\$ 60,964,225	\$ 44,067,074	\$ 105,031,299	\$ 42,002,016	\$ 21,001,008	\$ 21,001,008
Dallas	Children's	Children's Dallas	\$ 28,325,393	\$ -	\$ 97,406,336	\$ 125,731,728	\$ 50,280,118	\$ 25,140,059	\$ 25,140,059
Dallas	Rural	Rural Dallas	\$ -	\$ 305,556	\$ -	\$ 305,556	\$ 122,192	\$ 61,096	\$ 61,096
Dallas	State-owned non-IMD	State-owned non-IMD Dallas	\$ -	\$ 305,556	\$ -	\$ 305,556	\$ 122,192	\$ 61,096	\$ 61,096
Dallas	Urban	Urban Dallas	\$ -	\$ 82,629,747	\$ -	\$ 82,629,747	\$ 33,043,636	\$ 16,521,818	\$ 16,521,818
El Paso	Children's	Children's El Paso	\$ 305,556	\$ -	\$ -	\$ 305,556	\$ 122,192	\$ 61,096	\$ 61,096
El Paso	Rural	Rural El Paso	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
El Paso	State-owned non-IMD	State-owned non-IMD El Paso	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
El Paso	Urban	Urban El Paso	\$ -	\$ 14,604,347	\$ -	\$ 14,604,347	\$ 5,840,278	\$ 2,920,139	\$ 2,920,139
Harris	Children's	Children's Harris	\$ 916,667	\$ -	\$ -	\$ 916,667	\$ 366,575	\$ 183,288	\$ 183,288
Harris	Rural	Rural Harris	\$ -	\$ 2,356,818	\$ -	\$ 2,356,818	\$ 942,492	\$ 471,246	\$ 471,246
Harris	State-owned non-IMD	State-owned non-IMD Harris	\$ -	\$ 611,111	\$ -	\$ 611,111	\$ 244,383	\$ 122,192	\$ 122,192
Harris	Urban	Urban Harris	\$ -	\$ 57,576,126	\$ -	\$ 57,576,126	\$ 23,024,693	\$ 11,512,346	\$ 11,512,346
Hidalgo	Children's	Children's Hidalgo	\$ 24,930,933	\$ -	\$ -	\$ 24,930,933	\$ 9,969,880	\$ 4,984,940	\$ 4,984,940
Hidalgo	Rural	Rural Hidalgo	\$ -	\$ 2,463,948	\$ -	\$ 2,463,948	\$ 985,333	\$ 492,666	\$ 492,666
Hidalgo	State-owned non-IMD	State-owned non-IMD Hidalgo	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hidalgo	Urban	Urban Hidalgo	\$ -	\$ 55,657,683	\$ -	\$ 55,657,683	\$ 22,257,507	\$ 11,128,754	\$ 11,128,754

Jefferson	Children's	Children's Jefferson	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jefferson	Rural	Rural Jefferson	\$ -	\$ 3,084,021	\$ -	\$ -	\$ 3,084,021	\$ -	\$ -	\$ 1,233,300	\$ -	\$ 616,650	\$ 616,650
Jefferson	State-owned non-IMD	State-owned non-IMD Jefferson	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jefferson	Urban	Urban Jefferson	\$ -	\$ 16,841,486	\$ 4,914,751	\$ 21,756,237	\$ 8,780,319	\$ 4,350,160	\$ 4,350,160	\$ -	\$ -	\$ -	\$ -
Lubbock	Children's	Children's Lubbock	\$ 786,554	\$ -	\$ -	\$ 786,554	\$ 314,543	\$ 157,271	\$ 157,271	\$ -	\$ -	\$ -	\$ -
Lubbock	Rural	Rural Lubbock	\$ -	\$ 3,055,556	\$ -	\$ 3,055,556	\$ 1,221,917	\$ 610,958	\$ 610,958	\$ -	\$ -	\$ -	\$ -
Lubbock	State-owned non-IMD	State-owned non-IMD Lubbock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lubbock	Urban	Urban Lubbock	\$ -	\$ 8,650,837	\$ -	\$ 8,650,837	\$ 3,459,470	\$ 1,729,735	\$ 1,729,735	\$ -	\$ -	\$ -	\$ -
MRSA Central	Children's	Children's MRSA Central	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MRSA Central	Rural	Rural MRSA Central	\$ -	\$ 7,967,972	\$ -	\$ 7,967,972	\$ 3,186,392	\$ 1,593,196	\$ 1,593,196	\$ -	\$ -	\$ -	\$ -
MRSA Central	State-owned non-IMD	State-owned non-IMD MRSA Central	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MRSA Central	Urban	Urban MRSA Central	\$ -	\$ 19,146,165	\$ -	\$ 19,146,165	\$ 7,656,551	\$ 3,828,276	\$ 3,828,276	\$ -	\$ -	\$ -	\$ -
MRSA Northeast	Children's	Children's MRSA Northeast	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MRSA Northeast	Rural	Rural MRSA Northeast	\$ -	\$ 11,508,483	\$ -	\$ 11,508,483	\$ 4,602,243	\$ 2,301,121	\$ 2,301,121	\$ -	\$ -	\$ -	\$ -
MRSA Northeast	State-owned non-IMD	State-owned non-IMD MRSA Northeast	\$ -	\$ 305,556	\$ -	\$ 305,556	\$ 122,192	\$ 61,096	\$ 61,096	\$ -	\$ -	\$ -	\$ -
MRSA Northeast	Urban	Urban MRSA Northeast	\$ -	\$ 16,544,095	\$ 0	\$ 16,544,095	\$ 6,615,984	\$ 3,307,992	\$ 3,307,992	\$ -	\$ -	\$ -	\$ -
MRSA West	Children's	Children's MRSA West	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MRSA West	Rural	Rural MRSA West	\$ -	\$ 26,317,558	\$ -	\$ 26,317,558	\$ 10,524,391	\$ 5,262,196	\$ 5,262,196	\$ -	\$ -	\$ -	\$ -

MRSA West	State-owned non-IMD	State-owned non-IMD MRSA West	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
MRSA West	Urban	Urban MRSA West	\$	-	\$	14,180,831	\$	1,737,944	\$	15,918,774	\$	6,365,918	\$	3,182,959	\$	3,182,959	\$	-
Nieces	Children's	Children's Nieces	\$	5,418,044	\$	-	\$	14,538,487	\$	19,956,531	\$	7,980,617	\$	3,990,308	\$	3,990,308	\$	-
Nieces	Rural	Rural Nieces	\$	-	\$	2,138,889	\$	-	\$	2,138,889	\$	855,342	\$	427,671	\$	427,671	\$	-
Nieces	State-owned non-IMD	State-owned non-IMD Nieces	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Nieces	Urban	Urban Nieces	\$	-	\$	25,911,853	\$	-	\$	25,911,853	\$	10,362,150	\$	5,181,075	\$	5,181,075	\$	-
Tarrant	Children's	Children's Tarrant	\$	611,111	\$	-	\$	-	\$	611,111	\$	244,383	\$	122,192	\$	122,192	\$	-
Tarrant	Rural	Rural Tarrant	\$	-	\$	611,111	\$	-	\$	611,111	\$	244,383	\$	122,192	\$	122,192	\$	-
Tarrant	State-owned non-IMD	State-owned non-IMD Tarrant	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Tarrant	Urban	Urban Tarrant	\$	-	\$	59,034,911	\$	33,461,715	\$	92,496,626	\$	36,989,401	\$	18,494,700	\$	18,494,700	\$	-
Travis	Children's	Children's Travis	\$	305,556	\$	-	\$	-	\$	305,556	\$	122,192	\$	61,096	\$	61,096	\$	-
Travis	Rural	Rural Travis	\$	-	\$	2,306,184	\$	-	\$	2,306,184	\$	922,243	\$	461,122	\$	461,122	\$	-
Travis	State-owned non-IMD	State-owned non-IMD Travis	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Travis	Urban	Urban Travis	\$	-	\$	12,359,353	\$	-	\$	12,359,353	\$	4,942,505	\$	2,471,253	\$	2,471,253	\$	-

NAME	AMOUNT	CHECK NO. 137	TOTAL
JURY FUND			
DAWN DONUTS	43.50	517867	
CHAPMAN VENDING	59.85	517904	
			103.35**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	1,182.03	517722	
M&D SUPPLY	194.10	517751	
RITTER @ HOME	179.97	517762	
SEABREEZE CULVERT, INC.	160.00	517764	
ACE IMAGEWEAR	131.02	517766	
SMART'S TRUCK & TRAILER, INC.	322.51	517767	
SOUTHERN TIRE MART, LLC	293.22	517777	
MARTIN PRODUCT SALES LLC	1,864.50	517824	
ATTABOY TERMITE & PEST CONTROL	48.90	517835	
ADVANCE AUTO PARTS	147.39	517852	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
ODP BUSINESS SOLUTIONS, LLC	81.49	517921	
			4,704.13**
ROAD & BRIDGE PCT.#2			
EASTEX RUBBER & GASKET	62.85	517732	
ACE IMAGEWEAR	19.92	517766	
BUMPER TO BUMPER	17.98	517820	
CENTERPOINT ENERGY RESOURCES CORP	55.77	517821	
NEW WAVE WELDING TECHNOLOGY	12.00	517832	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	158.70	517864	
GULF COAST	151.04	517884	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
CHARTER COMMUNICATIONS	178.74	517920	
ODP BUSINESS SOLUTIONS, LLC	65.78	517921	
DYNAMIC POWER SYSTEMS	57.79	517938	
			879.57**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	92.95	517735	
ENTERGY	248.85	517741	
S.E. TEXAS BUILDING SERVICE	162.50	517768	
SUPERIOR SUPPLY & STEEL	275.00	517787	
ON TIME TIRE	185.00	517844	
SAM'S CLUB DIRECT	199.84	517848	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	1,371.30	517857	
CHARTER COMMUNICATIONS	165.48	517913	
MUNRO'S UNIFORM SERVICES, LLC	23.95	517922	
			2,724.87**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	21.97	517720	
SPIDLE & SPIDLE	5,197.47	517722	
M&D SUPPLY	13.63	517751	
UNITED STATES POSTAL SERVICE	5.76	517805	
MARTIN PRODUCT SALES LLC	257.60	517824	
ASCO	26,339.78	517853	
BEARCOM / KAY ELECTRONICS	261.69	517881	
GULF COAST	137.70	517884	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
DOGGETT FORD OF BEAUMONT	24.88	517931	
			32,359.48**
ENGINEERING FUND			
VERIZON WIRELESS	125.63	517801	
UNITED STATES POSTAL SERVICE	4.22	517805	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	517896	
			404.85**
PARKS & RECREATION			
ENTERGY	614.31	517741	
LOUIS' YAZOO SALES & SERVICE, LLC	4,995.99	517750	
			5,610.30**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO. 138	TOTAL
PITNEY BOWES INC	999.07	517758	
DEPARTMENT OF INFORMATION RESOURCES	.40	517783	
UNITED STATES POSTAL SERVICE	537.00	517805	
ROCHESTER ARMORED CAR CO INC	378.40	517839	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	517896	
ODP BUSINESS SOLUTIONS, LLC	462.54	517921	
AMAZON CAPITAL SERVICES	53.98	517926	2,827.39*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	4.48	517805	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	103.48*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	20.36	517805	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	517896	231.36*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	475.65	517805	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	517896	884.65*
COUNTY JUDGE			
REGINA BELL	500.00	517721	
CHARLES ROJAS	500.00	517782	
UNITED STATES POSTAL SERVICE	1.63	517805	
ROCKY LAUDERMILK	1,800.00	517809	
LANGSTON ADAMS	500.00	517810	
GRACE NICHOLS	450.00	517834	
HARVEY L WARREN III	3,200.00	517836	
THOMSON REUTERS-WEST	137.38	517854	
WILLIAM FORD DISHMAN	500.00	517855	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	7,688.01*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	7.04	517805	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	106.04*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	199.33	517805	199.33*
PRINTING DEPARTMENT			
BOSWORTH PAPERS	272.80	517902	
AMAZON CAPITAL SERVICES	168.50	517926	441.30*
PURCHASING DEPARTMENT			
THE EXAMINER	617.50	517733	
PORT ARTHUR NEWS, INC.	433.68	517759	
UNITED STATES POSTAL SERVICE	1.28	517805	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	1,151.46*
GENERAL SERVICES			
JEFFERSON CTY. TAX DEPARTMENT	100.00	517744	
CASH ADVANCE ACCOUNT	30.00	517746	
SPINDLETOP MHMR	36,400.25	517749	
LJA ENGINEERING INC	1,510.25	517845	
REXEL USA INC	739.77	517874	
TIDAL BASIN GOVERNMENT CONSULTING	92.50	517898	
CHARTER COMMUNICATIONS	2,442.83	517911	
CHARTER COMMUNICATIONS	221.14	517914	
CHARTER COMMUNICATIONS	237.46	517916	41,774.20*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	25,846.47	517780	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	

NAME	AMOUNT	CHECK NO. 139	TOTAL
ODP BUSINESS SOLUTIONS, LLC	108.40	517921	
AMAZON CAPITAL SERVICES	107.83	517926	
VOTERS REGISTRATION DEPT			26,161.70*
UNITED STATES POSTAL SERVICE	239.85	517805	
ELECTIONS DEPARTMENT			239.85*
DEPARTMENT OF INFORMATION RESOURCES	.07	517783	
PENSKE TRUCK LEASING CO LP	2,767.72	517814	
AMG PRINTING & MAILING LLC	16,422.32	517873	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
AMAZON CAPITAL SERVICES	14.79	517926	
JOHN ADAMS JR	141.37	517934	
PAMELA VICKERS	358.45	517935	
DISTRICT ATTORNEY			19,803.72*
NELL MCCALLUM & ASSOC., INC.	487.85	517753	
UNITED STATES POSTAL SERVICE	229.14	517805	
THOMSON REUTERS-WEST	4,474.53	517854	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	517863	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	517896	
CAMEO TRAVEL SERVICE	4,120.30	517923	
DISTRICT CLERK			9,890.82*
UNITED STATES POSTAL SERVICE	250.25	517805	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
ODP BUSINESS SOLUTIONS, LLC	80.06	517921	
CRIMINAL DISTRICT COURT			429.31*
MARSHA NORMAND	8,750.00	517755	
NATHAN REYNOLDS, JR.	600.00	517761	
ADA V. CHRISTY, CSR	3,575.00	517812	
JOEL WEBB VAZQUEZ	900.00	517818	
KIMBERLY R. BROUSSARD	4,581.50	517833	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	517896	
58TH DISTRICT COURT			18,604.50*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
60TH DISTRICT COURT			99.00*
UNITED STATES POSTAL SERVICE	7.68	517805	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
172ND DISTRICT COURT			106.68*
TEXAS COURT REPORTERS ASSOCIATION	430.00	517773	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
252ND DISTRICT COURT			529.00*
NATHAN REYNOLDS, JR.	900.00	517761	
UNITED STATES POSTAL SERVICE	3.07	517805	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
279TH DISTRICT COURT			1,002.07*
KIMBERLY PHELAN, P.C.	650.00	517822	
TONYA CONNELL TOUPS	1,100.00	517830	
BRITTANIE HOLMES	110.00	517849	
WILLIAM FORD DISHMAN	330.00	517855	
LINDSEY SCOTT	495.00	517866	
SHELANDER LAW OFFICE	220.00	517905	
JULIANNA NICKS	165.00	517937	
317TH DISTRICT COURT			3,070.00*

NAME	AMOUNT	CHECK NO. 140	TOTAL
JACK LAWRENCE	350.00	517724	
CHARLES ROJAS	325.00	517782	
LANGSTON ADAMS	325.00	517810	
WILLIAM FORD DISHMAN	110.00	517855	
JENNIFER DELAGE	110.00	517869	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
JUSTICE COURT-PCT 1 PL 1			1,319.00*
UNITED STATES POSTAL SERVICE	41.63	517805	
THOMSON REUTERS-WEST	137.38	517854	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
JUSTICE COURT-PCT 1 PL 2			278.01*
UNITED STATES POSTAL SERVICE	30.99	517805	
JUSTICE COURT-PCT 2			30.99*
THOMSON REUTERS-WEST	270.76	517854	
JUSTICE COURT-PCT 4			270.76*
CASH ADVANCE ACCOUNT	454.92	517746	
DEPARTMENT OF INFORMATION RESOURCES	.02	517783	
ODP BUSINESS SOLUTIONS, LLC	116.24	517921	
JUSTICE COURT-PCT 6			571.18*
UNITED STATES POSTAL SERVICE	40.91	517805	
SIERRA SPRING WATER CO. - BT	117.94	517806	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	517862	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
ODP BUSINESS SOLUTIONS, LLC	34.99	517921	
JUSTICE COURT-PCT 7			363.84*
KIRKSEY'S SPRINT PRINTING	24.95	517748	
DEPARTMENT OF INFORMATION RESOURCES	.05	517783	
JUSTICE OF PEACE PCT. 8			25.00*
THOMSON REUTERS-WEST	137.38	517854	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
COUNTY COURT AT LAW NO.1			236.38*
UNITED STATES POSTAL SERVICE	4.16	517805	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
COUNTY COURT AT LAW NO. 2			103.16*
DAVID GROVE	750.00	517723	
JOHN EUGENE MACEY	300.00	517752	
MARVA PROVO	500.00	517760	
UNITED STATES POSTAL SERVICE	7.68	517805	
SIERRA SPRING WATER CO. - BT	39.48	517807	
LANGSTON ADAMS	250.00	517810	
MATUSKA LAW FIRM	250.00	517858	
LINDSEY SCOTT	250.00	517866	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
LAW OFFICES OF BREVIN JACKSON	250.00	517928	
COUNTY COURT AT LAW NO. 3			2,696.16*
A. MARK FAGGARD	900.00	517734	
MARVA PROVO	350.00	517760	
JOHN D WEST	250.00	517788	
UNITED STATES POSTAL SERVICE	.64	517805	
JOEL WEBB VAZQUEZ	250.00	517818	
JARED GILTHORPE	500.00	517859	
COURT MASTER			2,250.64*



NAME	AMOUNT	CHECK NO. 141	TOTAL
UNITED STATES POSTAL SERVICE	97.51	517805	
LAWRENCE E THORNE III	6,896.78	517837	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	7,093.29*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	517896	396.00*
SHERIFF'S DEPARTMENT			
TEEX	1,750.00	517726	
FED EX	186.78	517737	
KIRKSEY'S SPRINT PRINTING	24.95	517748	
MOORMAN & ASSOCIATES, INC.	2,210.00	517754	
TDCAA BOOK ORDERS	133.00	517772	
MOTOROLA SOLUTIONS INC	2,460.00	517778	
DEPARTMENT OF INFORMATION RESOURCES	537.28	517783	
VERIZON WIRELESS	3,837.01	517800	
UNITED STATES POSTAL SERVICE	1,222.42	517805	
FIVE STAR FEED	177.50	517816	
FLIGHT AWARE LLC	360.00	517825	
RITA HURT	825.00	517843	
THOMSON REUTERS-WEST	558.18	517854	
GALLS LLC	426.02	517865	
VECTOR SECURITY	145.05	517872	
JERRY THORTON	550.00	517887	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	517896	
ODP BUSINESS SOLUTIONS, LLC	497.20	517921	
AMAZON CAPITAL SERVICES	237.21	517926	
BEAUMONT OCCUPATIONAL SERVICES	232.80	517927	
LEGAL AND LIABILITY RISK MGMT INSTI	550.00	517932	17,415.40*
CRIME LABORATORY			
FED EX	74.14	517738	
KIRKSEY'S SPRINT PRINTING	24.95	517748	
THREADS	78.00	517803	
CERILLIANT	287.00	517811	
AIRGAS USA, LLC	339.25	517879	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
WORKQUEST	158.00	517906	1,060.34*
JAIL - NO. 2			
FEDERAL SUPPLY USA	5,859.29	517725	
BELL FENCE MFG. CO.	1,639.20	517728	
CITY OF BEAUMONT - WATER DEPT.	25,700.55	517729	
COASTAL WELDING SUPPLY INC	133.73	517731	
W.W. GRAINGER, INC.	260.94	517740	
JACK BROOKS REGIONAL AIRPORT	1,172.63	517745	
M&D SUPPLY	201.72	517751	
WHOLESALE ELECTRIC SUPPLY CO.	1,460.00	517775	
CDW COMPUTER CENTERS, INC.	378.09	517780	
LOWE'S HOME CENTERS, INC.	544.97	517808	
PURVIS BEARING SERVICE	222.58	517829	
BRIDGE CITY LOCK AND KEY	667.42	517841	
GALLS LLC	1,460.79	517865	
FERGUSON ENTERPRISES INC	8,611.81	517871	
CORRHEALTH PLLC	165,868.06	517875	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	517896	
RA LOCK SECURITY SOLUTIONS INC	1,075.46	517930	216,075.24*
JUVENILE PROBATION DEPT.			
FED EX	13.14	517736	
UNITED STATES POSTAL SERVICE	7.68	517805	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	517896	
ODP BUSINESS SOLUTIONS, LLC	29.58	517921	347.40*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	4,782.68	517729	
CENTERPOINT ENERGY RESOURCES CORP	324.44	517821	

NAME	AMOUNT	CHECK NO. 142	TOTAL
VANSHECA SANDERS-CHEVIS	400.00	517826	
BIG THICKET PLUMBING INC	160.00	517876	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
VEQUAL ROBERTS	400.00	517900	
CONSTABLE PCT 1			6,166.12*
UNITED STATES POSTAL SERVICE	59.73	517805	
TND WORKWEAR CO LLC	621.70	517870	
CENTRAL POLICE SUPPLY, LTD	280.00	517877	
COTTON CARGO	1,024.00	517883	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
GOT YOU COVERED WORK WEAR & UNIFORM	139.70	517908	
CONSTABLE-PCT 4			2,224.13*
TND WORKWEAR CO LLC	194.85	517870	
CONSTABLE-PCT 6			194.85*
TEXAS STATE UNIVERSITY SAN MARS	185.00	517769	
UNITED STATES POSTAL SERVICE	14.61	517805	
DISCOUNT UNIFORM INTERNATIONAL INC	486.83	517823	
THOMSON REUTERS-WEST	137.38	517854	
CONSTABLE PCT. 8			823.82*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
COUNTY MORGUE			99.00*
SALAM INTERNATIONAL, INC	2,814.69	517784	
AGRICULTURE EXTENSION SVC			2,814.69*
CASH ADVANCE ACCOUNT	304.18	517746	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	517896	
HALLEE M SMITH	46.23	517907	
AMAZON CAPITAL SERVICES	269.97	517926	
HEALTH AND WELFARE NO. 1			831.38*
MCKESSON MEDICAL-SURGICAL INC	35.46	517781	
UNITED STATES POSTAL SERVICE	145.60	517805	
THOMSON REUTERS-WEST	161.89	517854	
KAYLEE BENNETT	195.00	517888	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	517896	
EZEA D EDE MD	3,490.91	517897	
HEALTH AND WELFARE NO. 2			4,226.86*
CITY OF PORT ARTHUR - WATER DEPT.	40.00	517730	
ENERGY	70.00	517742	
NOTARY PUBLIC UNDERWRITERS AGENCY	167.95	517785	
THOMSON REUTERS-WEST	161.90	517854	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	517896	
EZEA D EDE MD	3,490.91	517897	
NURSE PRACTITIONER			4,128.76*
MCKESSON MEDICAL-SURGICAL INC	141.86	517781	
SERVET MUHITTIN SATIR	1,000.00	517903	
ENVIRONMENTAL CONTROL			1,141.86*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
INDIGENT MEDICAL SERVICES			99.00*
OUTCOMES OPERATING INC	421.90	517933	
EMERGENCY MANAGEMENT			421.90*

NAME	AMOUNT	CHECK NO. 143	TOTAL
VERIZON WIRELESS	150.00	517798	
AMAZON CAPITAL SERVICES	36.28	517926	
			186.28*
MAINTENANCE-BEAUMONT			
AUTOMATIC PUMP & EQUIPMENT CO INC	4,753.00	517727	
W.W. GRAINGER, INC.	452.41	517740	
M&D SUPPLY	401.94	517751	
ACE IMAGEWEAR	271.62	517766	
AT&T	4,225.11	517770	
AT&T	99.46	517771	
DEPARTMENT OF INFORMATION RESOURCES	2.51	517783	
LOWE'S HOME CENTERS, INC.	317.53	517808	
OTIS ELEVATOR COMPANY	2,808.46	517817	
CHAPMAN INDUSTRIES INC	4,340.00	517899	
AT&T CORP	5,611.67	517901	
CHARTER COMMUNICATIONS	218.37	517919	
			23,502.08*
MAINTENANCE-PORT ARTHUR			
DEPARTMENT OF INFORMATION RESOURCES	.06	517783	
LOWE'S HOME CENTERS, INC.	736.73	517808	
TEXAS GAS SERVICE	490.28	517813	
ACTION OVERHEAD DOOR LLC	395.98	517851	
FERGUSON ENTERPRISES INC	295.62	517871	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
CHARTER COMMUNICATIONS	496.26	517918	
PARKER'S BUILDING SUPPLY	560.09	517924	
			3,074.02*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	40.37	517766	
CENTERPOINT ENERGY RESOURCES CORP	108.62	517821	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	2.95	517864	
			151.94*
SERVICE CENTER			
J.K. CHEVROLET CO.	13.31	517743	
PHILPOTT MOTORS, INC.	41.98	517757	
FASTENAL	186.38	517779	
JEFFERSON CTY. TAX OFFICE	7.50	517789	
JEFFERSON CTY. TAX OFFICE	7.50	517790	
JEFFERSON CTY. TAX OFFICE	7.50	517791	
JEFFERSON CTY. TAX OFFICE	7.50	517792	
JEFFERSON CTY. TAX OFFICE	7.50	517793	
JEFFERSON CTY. TAX OFFICE	7.50	517794	
JEFFERSON CTY. TAX OFFICE	7.50	517795	
JEFFERSON CTY. TAX OFFICE	7.50	517796	
JEFFERSON CTY. TAX OFFICE	22.00	517797	
BUMPER TO BUMPER	36.98	517820	
			360.65*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	11.28	517805	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
			110.28*
			436,434.28**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	1,227.02	517745	
PHILPOTT MOTORS, INC.	308.75	517757	
SANITARY SUPPLY, INC.	179.39	517763	
SETZER HARDWARE, INC.	11.69	517765	
ACE IMAGEWEAR	74.42	517766	
UNITED PARCEL SERVICE	44.17	517774	
MOTOROLA SOLUTIONS INC	290.22	517778	
DEPARTMENT OF INFORMATION RESOURCES	.12	517783	
CENTERPOINT ENERGY RESOURCES CORP	63.07	517821	
LJA ENGINEERING INC	870.00	517845	
INDUSTRIAL & COMMERCIAL MECHANICAL	680.00	517846	
SIMCO AUTOMOTIVE INC	238.00	517850	
ONSITE AVIONICS LLC	1,200.00	517860	
O'REILLY AUTO PARTS	78.09	517878	

NAME	AMOUNT	CHECK NO. 144	TOTAL
CY-FAIR TIRE	47.95	517882	
ES OPCO USA LLC	118,167.00	517893	123,479.89**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,460.00	517891	
MARY BEVIL	20.00	517892	1,480.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	10,531.47	517886	10,531.47**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	3,181.99	517854	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	3,280.99**
SHSP/CCP2005/RURAL LAW EN			
SILSBEE FORD INC	4,339.95	517856	4,339.95**
EMPG GRANT			
VERIZON WIRELESS	186.97	517798	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	517896	
CHARTER COMMUNICATIONS	125.65	517915	
AMAZON CAPITAL SERVICES	310.35	517926	897.97**
JUVENILE PROB & DET. FUND			
GRAYSON COUNTY DEPT OF JUVENILE	1,820.00	517861	1,820.00**
GRANT A STATE AID			
HAYS COUNTY	9,000.00	517776	
DEPELCHIN CHILDREN'S CENTER	8,962.20	517786	
GRAYSON COUNTY DEPT OF JUVENILE	23,489.86	517861	
TCSI, LLC	24,560.77	517889	
RITE OF PASSAGE	8,500.00	517890	74,512.83**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	138.35	517805	
JCCSC	133.00	517840	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
CHARTER COMMUNICATIONS	194.84	517917	565.19**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	99.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	99.00**
LAW OFFICER TRAINING GRT			
ARCTIC SHELL INC	221.59	517925	
AMAZON CAPITAL SERVICES	14.44	517926	236.03**
CJD SHERIFF GRANTS			
GT DISTRIBUTORS, INC.	24,722.12	517739	24,722.12**
HOTEL OCCUPANCY TAX FUND			
ENERGY	1,453.26	517741	
M&D SUPPLY	41.90	517751	
DEPARTMENT OF INFORMATION RESOURCES	2.49	517783	
UNITED STATES POSTAL SERVICE	.53	517805	
MARDI GRAS OF SOUTHEAST TEXAS	20,000.00	517815	
ALLIANCE MECHANICAL SERVICES	443.60	517819	
LA RUE ROUGEAU	107.20	517828	

NAME	AMOUNT	CHECK NO. 145	TOTAL
JESSIE DAVIS	138.02	517831	
COUNTY HOME AND RANCH LP	97.48	517842	
CINTAS CORPORATION	86.52	517868	
FERGUSON ENTERPRISES INC	294.30	517871	
VICTORIA SCHULTZ	146.73	517885	
AT&T CORP	265.00	517901	
CHAPMAN VENDING	261.39	517904	
GEORGE WEST	33.50	517910	
CHARTER COMMUNICATIONS	130.63	517912	
ODP BUSINESS SOLUTIONS, LLC	175.69	517921	
MUNRO'S UNIFORM SERVICES, LLC	196.58	517922	
TOP DOG SOFTBALL CLUB	600.00	517940	
			24,474.82**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	517896	
AIRPORT FUND			198.00**
JOHNSON CONTROLS, INC.	5,665.00	517747	
SANITARY SUPPLY, INC.	300.80	517763	
DEPARTMENT OF INFORMATION RESOURCES	.07	517783	
CENTERPOINT ENERGY RESOURCES CORP	139.41	517821	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	93.22	517857	
TITAN AVIATION FUELS	45,124.98	517880	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	517896	
MUNRO'S UNIFORM SERVICES, LLC	87.70	517922	
AMAZON CAPITAL SERVICES	162.55	517926	
			51,672.73**
SE TX EMP. BENEFIT POOL			
SECURIAN LIFE INSURANCE COMPANY	7,536.36	517936	
RETIREE FIRST	184,970.04	517939	
SETEC FUND			192,506.40**
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	517846	
SHERIFF'S FORFEITURE FUND			1,652.00**
CASH ADVANCE ACCOUNT	2,470.41	517746	
DISH NETWORK	212.84	517827	
PAYROLL FUND			2,683.25**
JEFFERSON CTY. - FLEXIBLE SPENDING	17,933.58	517701	
CLEAT	5,057.00	517702	
JEFFERSON CTY. TREASURER	15,264.51	517703	
INTERNAL REVENUE SERVICE	208.00	517704	
JEFFERSON CTY. COMMUNITY SUP.	6,451.58	517705	
JEFFERSON CTY. TREASURER - HEALTH	554,145.15	517706	
JEFFERSON CTY. TREASURER - GENERAL	45.00	517707	
JEFFERSON CTY. TREASURER - PAYROLL	2,066,128.26	517708	
JEFFERSON CTY. TREASURER - PAYROLL	702,830.89	517709	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,345.23	517710	
JEFFERSON CTY. TREASURER - TCDRS	826,055.85	517711	
JEFFERSON COUNTY TREASURER	3,803.05	517712	
JEFFERSON COUNTY - TREASURER -	10,202.61	517713	
NECHES FEDERAL CREDIT UNION	30,494.43	517714	
JEFFERSON COUNTY - NATIONWIDE	56,218.24	517715	
SBA - U S DEPARTMENT OF TREASURY	309.28	517716	
ALLSTATE BENEFITS	6,647.86	517717	
CHUBB	6,381.63	517718	
U S DEPARTMENT OF THE TREASURY	202.42	517719	
			4,309,724.57**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	100.00	517838	
MASTERWORD SERVICES, INC	1,464.51	517909	
RUBEN ZAPATA	400.00	517929	
			1,964.51**
ARPA CORONAVIRUS RECOVERY			

NAME	AMOUNT	CHECK NO. <sup>146</sup>	TOTAL
NUTRITION & SERVICES FOR SENIORS	6,343.75	517756	
TIDAL BASIN GOVERNMENT CONSULTING	16,233.75	517898	
			22,577.50**
GLO DISASTER RECOVERY			
MK CONSTRUCTORS	202,013.83	517847	
MARINE DIVISION			202,013.83**
VERIZON WIRELESS	151.96	517799	
SHERIFF-SPINDLETOP GRANT			151.96**
VERIZON WIRELESS	114.39	517802	
			114.39**
			5,539,019.23***

NAME	AMOUNT	CHECK NO. 147	TOTAL
ROAD & BRIDGE PCT.#1			
BEAUMONT TRACTOR COMPANY	236.56	517951	
AT&T	96.38	517996	
VERIZON WIRELESS	75.98	518006	64.20**
ROAD & BRIDGE PCT.#2			
EASTEX RUBBER & GASKET	265.00	517960	
ENTERGY	203.89	517965	
MUSTANG CAT	2,981.69	517977	
ACE IMAGEWEAR	19.92	517988	
SMART'S TRUCK & TRAILER, INC.	83.52	517989	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	7.90	518047	3,561.92**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	497.58	517948	
BEAUMONT TRACTOR COMPANY	3,666.50	517951	
SMART'S TRUCK & TRAILER, INC.	16.98	517989	
AT&T	102.83	517995	
TEXAS ASSOCIATION OF COUNTIES	275.00	517999	
VERIZON WIRELESS	38.03	518006	
TEXAS GAS SERVICE	45.81	518016	
O'REILLY AUTO PARTS	35.58	518052	
GERALD T PELTIER JR	200.00	518056	
ODP BUSINESS SOLUTIONS, LLC	553.21	518062	5,431.52**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	24.21	517955	
ENTERGY	998.32	517965	
UNITED STATES POSTAL SERVICE	8.73	518009	1,031.26**
PARKS & RECREATION			
ENTERGY	277.58	517965	
VERIZON WIRELESS	37.99	518006	
LOWE'S HOME CENTERS, INC.	479.07	518013	794.64**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	42.84	517988	
UNITED STATES POSTAL SERVICE	373.44	518009	
INSIGHT PUBLIC SECTOR INC	449.85	518043	866.13*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	.64	518009	.64*
AUDITOR'S OFFICE			
DELL MARKETING L.P.	1,654.87	517958	
UNITED STATES POSTAL SERVICE	5.36	518009	1,660.23*
COUNTY CLERK			
CASH ADVANCE ACCOUNT	855.61	517972	
UNITED STATES POSTAL SERVICE	227.19	518009	
SIERRA SPRING WATER CO. - BT	70.98	518010	1,153.78*
COUNTY JUDGE			
CDW COMPUTER CENTERS, INC.	715.86	518005	
UNITED STATES POSTAL SERVICE	11.12	518009	
GRACE NICHOLS	450.00	518028	1,176.98*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.76	518009	1.76*
COUNTY TREASURER			

NAME	AMOUNT	CHECK NO. 148	TOTAL
UNITED STATES POSTAL SERVICE	277.59	518009	277.59*
GENERAL SERVICES			
SANDIFER'S LP GAS CO.	2,170.55	517984	
CROWN CASTLE INTERNATIONAL	1,939.38	518017	
ROCHESTER ARMORED CAR CO INC	6,663.79	518031	
CAT5 RESOURCES LLC	701.35	518045	11,475.07*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	1,577.03	518005	
VERIZON WIRELESS	75.98	518006	
FORMAX	1,190.00	518049	
ODP BUSINESS SOLUTIONS, LLC	19.59	518062	2,862.60*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	280.82	518009	280.82*
ELECTIONS DEPARTMENT			
SIERRA SPRING WATER CO. - BT	8.99	518010	8.99*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	124.53	518009	124.53*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	291.39	518009	291.39*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.28	518009	
JAMES R. MAKIN, P.C.	800.00	518033	801.28*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	72.98	518011	72.98*
252ND DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	1,575.00	517950	
THOMAS J. BURBANK PC	800.00	517953	
EDWARD B. GRIPON, M.D., P.A.	795.00	517963	
MSC SYSTEMS	48.75	518004	
UNITED STATES POSTAL SERVICE	1.28	518009	
HOWARD COUNTY CLERK	660.00	518014	
SUMMER TANNER	126.50	518023	
RYAN GERTZ	2,953.75	518030	6,960.28*
279TH DISTRICT COURT			
PHILLIP DOWDEN	325.00	517947	
THOMAS J. BURBANK PC	325.00	517953	
MARVA PROVO	325.00	517981	
ANITA F. PROVO	385.00	517982	
NATHAN REYNOLDS, JR.	374.00	517983	
KEVIN PAULA SEKALY PC	325.00	517986	
JOEL WEBB VAZQUEZ	440.00	518020	
TONYA CONNELL TOUPS	330.00	518026	
BRITTANIE HOLMES	440.00	518037	
WILLIAM FORD DISHMAN	550.00	518040	
JENNIFER DELAGE	770.00	518050	
SHELANDER LAW OFFICE	660.00	518058	5,249.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	80.16	518009	80.16*
JUSTICE COURT-PCT 1 PL 2			



NAME	AMOUNT	CHECK NO. 149	TOTAL
UNITED STATES POSTAL SERVICE	38.00	518009	38.00*
JUSTICE COURT-PCT 6			
CASH ADVANCE ACCOUNT	502.76	517972	
UNITED STATES POSTAL SERVICE	37.70	518009	
ODP BUSINESS SOLUTIONS, LLC	207.12	518062	747.58*
JUSTICE COURT-PCT 7			
AT&T	48.19	517993	48.19*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	10.08	518009	10.08*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	250.00	517941	
DAVID GROVE	600.00	517944	
DONALD BOUDREAUX	500.00	517952	
THOMAS J. BURBANK PC	300.00	517953	
A. MARK FAGGARD	250.00	517961	
JOHN EUGENE MACEY	1,725.00	517975	
NATHAN REYNOLDS, JR.	300.00	517983	
UNITED STATES POSTAL SERVICE	20.48	518009	
LANGSTON ADAMS	250.00	518015	
JOEL WEBB VAZQUEZ	900.00	518020	
MATUSKA LAW FIRM	250.00	518042	
JENNIFER DELAGE	850.00	518050	
RAEGAN MINALDI	400.00	518071	6,595.48*
COUNTY COURT AT LAW NO. 3			
JACK LAWRENCE	250.00	517945	
THOMAS J. BURBANK PC	250.00	517953	
MARVA PROVO	250.00	517981	
UNITED STATES POSTAL SERVICE	10.88	518009	
SIERRA SPRING WATER CO. - BT	36.98	518012	797.86*
COURT MASTER			
KENT W JOHNS	1,000.00	518034	1,000.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	7.68	518009	7.68*
SHERIFF'S DEPARTMENT			
JEFFERSON CTY. SHERIFF'S DEPARTMENT	357.00	517969	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,510.00	517970	
UNITED STATES POSTAL SERVICE	1,202.47	518009	3,069.47*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	239.13	517946	
VERIZON WIRELESS	37.99	518007	
ODP BUSINESS SOLUTIONS, LLC	259.01	518062	
EMILY L ESQUIVEL	500.00	518070	1,036.13*
JAIL - NO. 2			
BOB BARKER CO., INC.	1,616.71	517949	
W.W. GRAINGER, INC.	312.40	517962	
JACK BROOKS REGIONAL AIRPORT	989.36	517971	
M&D SUPPLY	32.18	517974	
LOWE'S HOME CENTERS, INC.	203.28	518013	
S&S SPRINKLER CO, L.L.C.	2,334.00	518021	
US CORRECTIONS LLC	5,338.50	518053	
TRINITY SERVICES GROUP INC	92,919.70	518055	103,746.13*
JUVENILE PROBATION DEPT.			

NAME	AMOUNT	CHECK NO. 150	TOTAL
VERIZON WIRELESS	53.85	518006	
UNITED STATES POSTAL SERVICE	2.16	518009	
JUVENILE DETENTION HOME			56.01*
BEN E KEITH COMPANY	3,652.16	518018	
ATTABOY TERMITE & PEST CONTROL	77.10	518029	
FLOWERS BAKING COMPANY OF HOUSTON	59.85	518064	
CONSTABLE PCT 1			3,789.11*
VERIZON WIRELESS	228.02	518006	
UNITED STATES POSTAL SERVICE	75.15	518009	
CONSTABLE-PCT 2			303.17*
VERIZON WIRELESS	113.97	518006	
CONSTABLE-PCT 4			113.97*
VERIZON WIRELESS	113.97	518006	
CONSTABLE-PCT 6			113.97*
VERIZON WIRELESS	113.97	518006	
UNITED STATES POSTAL SERVICE	13.36	518009	
CONSTABLE PCT. 7			127.33*
AT&T	48.19	517991	
VERIZON WIRELESS	113.97	518006	
CONSTABLE PCT. 8			162.16*
VERIZON WIRELESS	113.97	518006	
HEALTH AND WELFARE NO. 1			113.97*
PETTY CASH - N C WELFARE	47.50	517978	
UNITED STATES POSTAL SERVICE	56.48	518009	
HEALTH AND WELFARE NO. 2			103.98*
ENTERGY	170.00	517966	
KIRKSEY'S SPRINT PRINTING	111.52	517973	
AT&T	48.19	517994	
CHARTER COMMUNICATIONS	194.84	518061	
NURSE PRACTITIONER			524.55*
LESLIE RIGGS	130.00	518046	
INDIGENT MEDICAL SERVICES			130.00*
VERIZON WIRELESS	40.21	518006	
CARDINAL HEALTH 110 INC	25,740.50	518039	
MAINTENANCE-BEAUMONT			25,780.71*
CARDINAL GLASS, INC.	241.32	517954	
CITY OF BEAUMONT - WATER DEPT.	17,588.56	517955	
ENTERGY	37,833.35	517965	
M&D SUPPLY	514.59	517974	
SANITARY SUPPLY, INC.	1,316.44	517985	
ACE IMAGEWEAR	228.41	517988	
AT&T	120.25	517991	
AT&T	308.62	517997	
WHOLESALE ELECTRIC SUPPLY CO.	211.10	518002	
A WALDREP COMPANY INC	4,786.00	518003	
UNITED STATES POSTAL SERVICE	.64	518009	
ATTABOY TERMITE & PEST CONTROL	184.40	518029	
AAA ACTION SEPTIC SERVICE LLC	425.00	518068	
MAINTENANCE-PORT ARTHUR			63,758.68*

NAME	AMOUNT	CHECK NO. <sup>151</sup>	TOTAL
BEAUMONT TRACTOR COMPANY	65.44	517951	
CITY OF PORT ARTHUR - WATER DEPT.	655.95	517956	
COBURN SUPPLY COMPANY INC	253.62	517957	
DRAGO HARDWARE CO.	9.48	517959	
SANITARY SUPPLY, INC.	302.78	517985	
AT&T	72.06	517992	
AT&T	468.30	517998	
			1,827.63*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	60.39	517988	
ODP BUSINESS SOLUTIONS, LLC	188.09	518062	
			248.48*
SERVICE CENTER			
ACTION AUTO GLASS	40.00	517942	
SPIDLE & SPIDLE	7,879.59	517943	
J.K. CHEVROLET CO.	175.94	517968	
THE MUFFLER SHOP	14.00	517976	
PHILPOTT MOTORS, INC.	321.90	517979	
SANITARY SUPPLY, INC.	144.42	517985	
TATE & CO., INC.	6,517.46	518000	
PETROLEUM SOLUTIONS, INC.	336.00	518019	
BUMPER TO BUMPER	1,275.19	518022	
AMERICAN TIRE DISTRIBUTORS	482.98	518027	
ATTABOY TERMITE & PEST CONTROL	85.00	518029	
MIGHTY OF SOUTHEAST TEXAS	476.71	518035	
ADVANCE AUTO PARTS	241.76	518038	
			17,990.95*
			265,585.48**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	2,074.26	517971	
SETZER HARDWARE, INC.	6.83	517987	
ACE IMAGEWEAR	74.42	517988	
UNITED PARCEL SERVICE	10.19	518001	
PURVIS BEARING SERVICE	29.44	518025	
ONSITE AVIONICS LLC	1,770.40	518044	
TEXAS DEPARTMENT OF AGRICULTURE	150.00	518048	
O'REILLY AUTO PARTS	166.41	518052	
CY-FAIR TIRE	47.95	518054	
CHARTER COMMUNICATIONS	88.43	518060	
			4,418.33**
ENVIRONMENTAL GRANTS/H2O			
ASSOCIATION OF FOOD AND DRUG OFFICI	1,800.00	518069	
			1,800.00**
EMPG GRANT			
AMAZON CAPITAL SERVICES	29.49	518065	
			29.49**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	71.04	518006	
			71.04**
COMMUNITY SUPERVISION FND			
CDW COMPUTER CENTERS, INC.	3,501.68	518005	
VERIZON WIRELESS	32.91	518006	
UNITED STATES POSTAL SERVICE	65.63	518009	
REDWOOD TOXICOLOGY LABORATORY, INC	248.25	518024	
JCCSC	125.00	518032	
ODP BUSINESS SOLUTIONS, LLC	526.78	518062	
			4,500.25**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	24.74	517974	
			24.74**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.94	518006	
			227.94**
CAPITAL PROJECTS FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
TIM RICHARDSON	9,000.00	518041	9,000.00**
AIRPORT FUND			
VERIZON WIRELESS	37.99	518006	
UNITED STATES POSTAL SERVICE	1.28	518009	
ODP BUSINESS SOLUTIONS, LLC	294.17	518062	333.44**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	128,245.78	518051	
UNITED HEALTHCARE SERVICES INC	145,772.01	518057	
ANGIOLOGY CORPORATION OF AMERICA	41,250.00	518072	315,267.79**
PAYROLL FUND			
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,640.00	517967	3,640.00**
JUSTICE COURT SUPPORT FND			
POSTMASTER	204.00	517980	
VERIZON WIRELESS	37.99	518006	241.99**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	100.00	518066	100.00**
ARPA CORONAVIRUS RECOVERY			
LEGACY COMMUNITY DEVELOPMENT CORP	16,725.78	518063	
FAMILY SERVICES OF SOUTHEAST TX INC	164,881.77	518067	181,607.55**
J C ASSISTANCE DISTRICT 4			
ENTERGY	10.74	517965	10.74**
GLO DISASTER RECOVERY			
FREESE AND NICHOLS, INC	7,195.99	518059	7,195.99**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	227.94	518006	227.94**
DISTRICT CRT RECORDS TECH			
KOFILE TECHNOLOGIES INC	16,848.60	518036	16,848.60**
2021 PORT SECURITY GRANT			
SOUTHWEST BUILDING SYSTEMS	43,760.80	517990	43,760.80**
			865,647.25***





# 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 4 day of June, 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:

### Gift of Life 2024 Men's Health Month Proclamation – Jefferson County

**WHEREAS**, June 2024 is National Men's Health Month; and

**WHEREAS**, prostate cancer is the most frequently diagnosed cancer in men aside from skin cancer, and about **1 in 8** men will be diagnosed with prostate cancer during their lifetime; and

**WHEREAS**, Texas is the medically uninsured capital of the United States, with **4.9 million** Texans without coverage; and

**WHEREAS**, in 2024, it is estimated that **20,790** men in Texas will be diagnosed with prostate cancer and approximately **2,360** will die from the disease; and

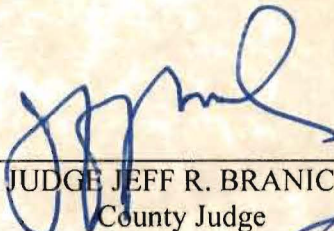
**WHEREAS**, Gift of Life, in collaboration with its medical partners, makes available men's free healthcare services, including prostate-specific antigen (PSA) screenings, primary care tests, HIV and Hepatitis C tests, along with on-site physician consultations to review test outcomes and navigate men to care; and


**WHEREAS**, Gift of Life will host regional men's health screening events and educational outreach presentations throughout the month of June and July; and

**WHEREAS**, since 2000, more than **11,000** Southeast Texas men have received Gift of Life free prostate cancer screenings, helping to extend the lives of **81** men who were diagnosed with cancer and who were provided access to diagnostic evaluations and treatment; and

**NOW, THEREFORE, BE IT RESOLVED** the Commissioners Court of Jefferson County, does hereby proclaim **June 2024** as Men's Health Month in Jefferson County, and **Tuesday, June 4**, as Gift of Life Men's Health Awareness Day in Jefferson County, and we also urge all men in our community to pursue preventative health practices and early detection efforts.

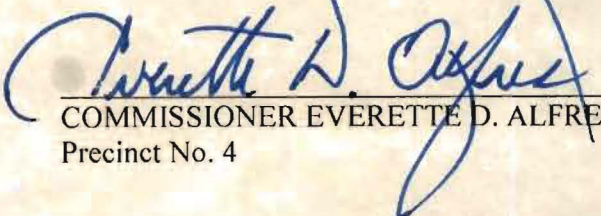
Signed this 4 day of ~~May~~ <sup>June</sup>, 2024.

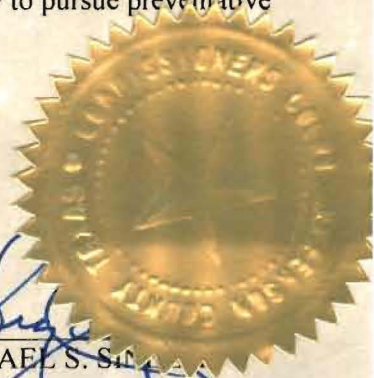
  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

  
\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SLEDGE  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





THURMAN BILL BARTIE, MAYOR  
TIFFANY L. HAMILTON EVERFIELD,  
MAYOR PRO TEM



RONALD BURTON, CPM  
CITY MANAGER

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

SHERRI BELLARD, TRMC  
CITY SECRETARY

JAMES BLACK  
INTERIM CITY ATTORNEY

May 14, 2024

Sent via email to: [Cheryl.Ellis@jeffcotx.us](mailto:Cheryl.Ellis@jeffcotx.us)

Jefferson County Et Al.  
1149 Pearl Street  
Beaumont, Texas 77701

2724 E. 15<sup>TH</sup> STREET (GARAGE ONLY)  
LOT 3 BLOCK 313 CITY OF PORT ARTHUR ADDITION

Dear Jefferson County Et Al.,

An inspection was made on 2/7/2024 on the property located at 2724 E. 15<sup>th</sup> Street, Port Arthur, Texas. The inspection disclosed that the building or structure located at the above listed address is unsafe and represents a threat to public health, safety and welfare. The City of Port Arthur's Housing Code of Ordinance Article VIII requires owners to **repair, rehabilitate** or **demolish** any structures which are (1) structurally unsound, unfit for human habitation, and/or substandard; (2) a hazard to public health, safety, and welfare by reason of access constituting a fire hazard or other danger to human life, inadequate maintenance, or abandonment.

The Demolition Division staff will discuss this letter and remedies with you at your request. Staff may be reached at (409) 983-8209. If this office receives no response from you, and if such elimination of defects through reconstruction, board-up or demolition has not begun within fifteen (15) days from the receipt of this letter, this division is required to institute proceedings as set forth in this code, which may involve the letting of contractor for demolition or cleanup of the property and/or filing of charges in Municipal Court for violation of this Code of Ordinance **Article VIII Section 18-381, Section 18-382.**

If you do not wish to discuss this matter with this office, you may appear before the Construction Board of Adjustments and Appeals and show cause why this request by the official should not be complied with. You have the right to appeal the decision of the Building Official to the Construction Board of Adjustments and Appeals. Your notice of appeal shall be in writing and filed within (15) days after the receipt of this letter at the office of the Demolition Division.

Sincerely,

Ronnie Mickens  
Demolition Inspector

Sharon Flanagan  
Demolition Supervisor

**DEMOLITION WAIVER**

City of Port Arthur  
Community Development Department—Demolition Division  
300 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089  
(409) 983-8209/(409) 983-8250

I, Jefferson County Et Al., am the owner of a Garage Only  
(Owner's Name) (Description of Building(s))

at 2724 15th Street, legally described as Lot 3 Block 313 City of Port Arthur Addition  
(Street Address) (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): [Handwritten Signature]

Mailing Address: 1149 PEARL, 4th Floor, BEAUMONT, TX 77701

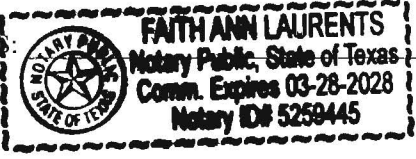
Telephone Number(s): 409-835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 4<sup>th</sup> DAY OF June, 2024

[Handwritten Signature: Faith Ann Laurents]

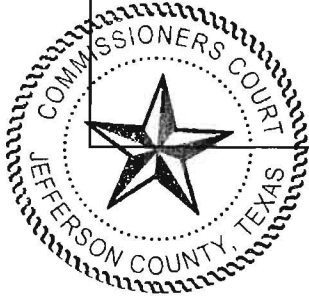
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES:



3-28-28

ATTEST [Handwritten Signature]  
DATE 6/4/2024





**2724 EAST 15<sup>TH</sup> STREET**  
**GARAGE ONLY (NO TRANSITE)**

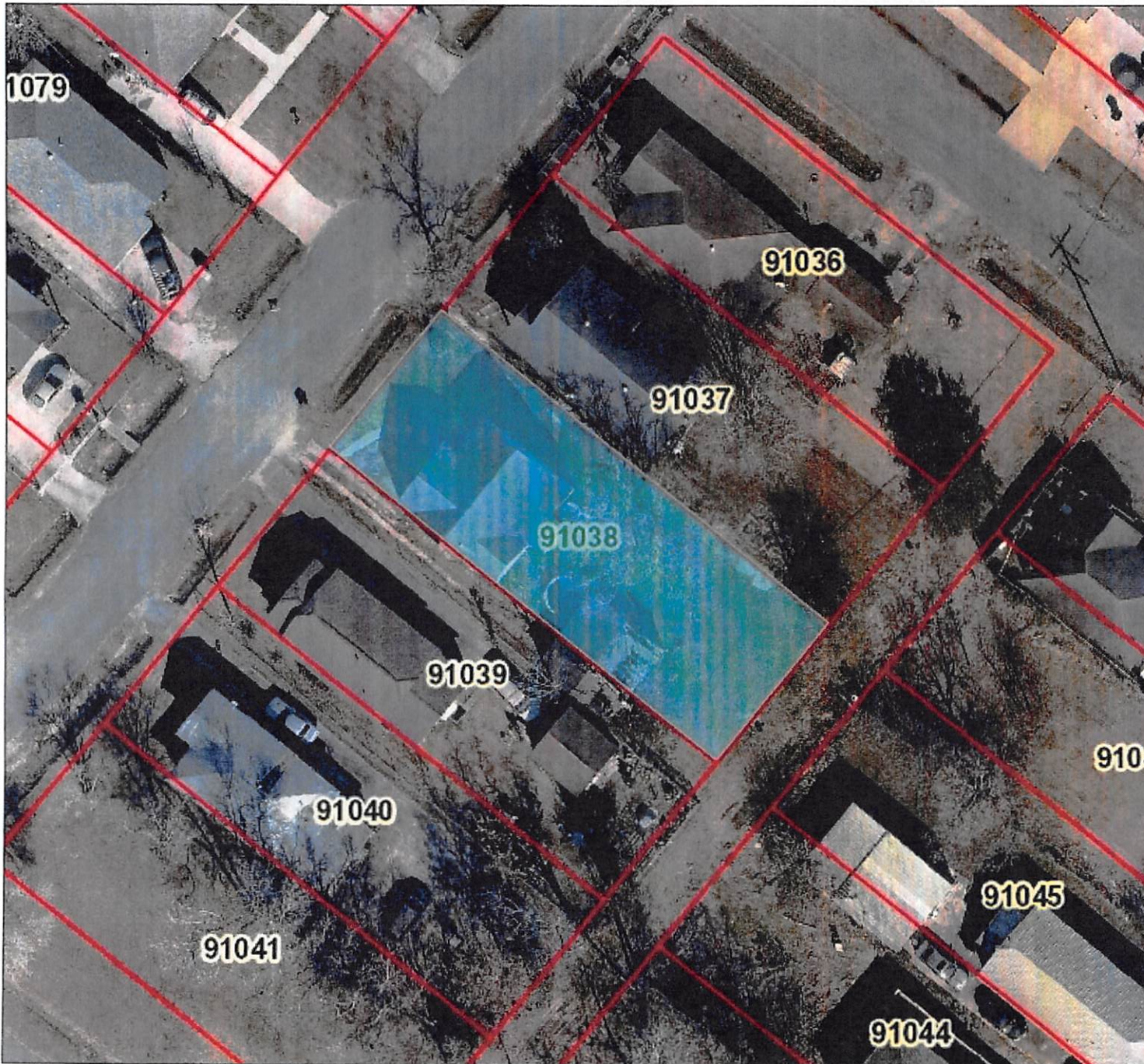












PropID: 91038 159  
PropIDPadded: 000091038  
GeographicID: 053400-000-356700-00000  
PropertyTypeCode: R  
PropertyType: Real  
PropertyUseCode: A1  
PropertyUse: REAL/RES/SGLE FAML- 5 AC/LESS  
LegalDescription: LT 3 BLK 313 CITY OF PORT ARTHUR  
SiteAddress: 2724 15TH ST PORT ARTHUR, TX 77640  
Mapsc: 109-26  
MapID: 0  
Neighborhood: PORT ARTHUR CITY Class 2  
NeighborhoodCode: 053400002  
Owner1: INGRAM MARIA ELENA  
Owner1Address: 2724 15TH ST PORT ARTHUR TX 77640-4669  
OwnerID: 99247  
PercentOwnership: 100

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



Window

Account Status

[Prev. Acc...](#)
[Next Acco...](#)
[Prev. Owner](#)
[Next Owner](#)
[Acct History](#)
[Acct Summary](#)
[Notes](#)
[Documents](#)
Go To:

CELLIS ACCOUNT NO(0534000003567000000): SCHEDULED FOR 4/2/2024 SHERIFF SALE \*\*REFER TO  
 ACT8006 v1.298 LAW FIRM\*\* 05/14/2024 09:59:11  
ACTJC

STATUS DETAIL [Expand Fees](#) [Summary](#)

**Account Information**

Account No. 053400-000/356700-00000 Roll Code REAL PROPER

Certified Owner JEFFERSON COUNTY

Parcel Address 2724 15TH ST

Amount Due as of 05/14/2024 Owner No. 0

**Tax Units**

Tax Unit Description

List of Tax Units

1	9	35	43	51	55
---	---	----	----	----	----

AG INCLUDED  Remove Fees Countywide  **Multi Select**

**Tax Unit, Yr, Rec. Type**

Tax Unit

Year

Rec. Type

**Amount Due/Paid Information**

Year	Appr. Value	H	O	V	D	Base Levy	Paid Levy	Write-Off	Remaining Levy	Fees	Refund	Amount Due
2023	\$42,610			0		\$1,241.74	\$ 00	\$ 00	\$1,241.74	\$161.44	\$ 00	\$1,403.18
2022	\$38,899			0		\$1,235.41	\$ 00	\$ 00	\$1,235.41	\$662.19	\$ 00	\$1,897.60
2021	\$41,594			0		\$1,358.86	\$756.17	\$ 00	\$602.69	\$409.81	\$ 00	\$1,012.50
2020	\$23,692			0		\$785.21	\$785.21	\$ 00	\$ 00	\$89.46	\$ 00	\$ 00
2019	\$19,430			0		\$629.81	\$146.71	\$ 00	\$483.10	\$467.65	\$ 00	\$950.75
2018	\$18,010										\$ 00	\$ 00
2017	\$18,010										\$ 00	\$1,257.50
2016	\$18,010										\$ 00	\$1,266.14
2015	\$18,010										\$ 00	\$1,339.57
											<b>\$ 00</b>	<b>\$24,920.62</b>

**Alert Warning Messages**

**\*\* WARNING \*\***

The following condition(s) exist:

**Struck Off Exists;**  
**Scheduled For 4/2/2024 Sheriff Sale \*\*Refer To Law Firm\*\***

OK

Last Payment Date

Last Payer

**BENCKENSTEIN & OXFORD, L.L.P.**

ATTORNEYS AT LAW  
 3535 CALDER AVE., SUITE 300  
 BEAUMONT, TEXAS 77706  
 PHONE: (409) 833-9182  
 FAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

May 17, 2024

**Via Email**

Jefferson Co. Commissioners Court  
 c/o Hon. Jeff Branick, County Judge  
 Jefferson County Courthouse  
 1001 Pearl St.  
 Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 3  
 Extension for Filing Annual Audit Report (FY 2022-23)  
 B&O File No. 86971

Dear Judge Branick and County Commissioners,

Be advised that the Board of Commissioners for Jefferson County Emergency Services District No. 3 (the "District") has retained an independent accountant who is currently in the process of auditing the District's accounts and records for the fiscal year 2022-23 and preparing a report for same, which, upon completion, is to be filed with the Jefferson County Commissioners Court in accordance with Section 775.082(b) of the Texas Health & Safety Code.

Pursuant to Section 775.082(d) of the Texas Health & Safety Code, we respectfully request that the District be allowed a thirty (30) day extension from the June 1, 2024 deadline during which to file its 2022-23 audit report. *See* Tex. Health & Safety Code § 775.082(b), (d). If the foregoing extension request is approved, the District's audit report for the fiscal year 2022-23 would be due on or before July 1, 2024.

Thank you in advance for your consideration of the foregoing request, and please advise if you have any questions or require additional information.

Sincerely,

**BENCKENSTEIN & OXFORD, L.L.P.**

By: \_\_\_\_\_  
 Joshua C. Heinz

JCH/jcr

cc: **Via Email**  
Mr. Fred Jackson  
County Judge's Office  
Jefferson County Courthouse  
1001 Pearl St.  
Beaumont, Texas 77701

**Via Email**  
Jefferson Co. ESD No. 3  
Doug Saunders  
Daniel Diaz  
Mary Ellen Robertson, Accountant

**BENCKENSTEIN & OXFORD, L.L.P.**

ATTORNEYS AT LAW  
 3535 CALDER AVE., SUITE 300  
 BEAUMONT, TEXAS 77706  
 PHONE: (409) 833-9182  
 FAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

May 17, 2024

**Via Email**

Jefferson Co. Commissioners Court  
 c/o Hon. Jeff Branick, County Judge  
 Jefferson County Courthouse  
 1001 Pearl St.  
 Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 4  
 Extension for Filing Annual Audit Report (FY 2022-23)  
 B&O File No. 87102

Dear Judge Branick and County Commissioners,

Be advised that the Board of Commissioners for Jefferson County Emergency Services District No. 4 (the "District") has retained an independent accountant who is currently in the process of auditing the District's accounts and records for the fiscal year 2022-23 and preparing a report for same, which, upon completion, is to be filed with the Jefferson County Commissioners Court in accordance with Section 775.082(b) of the Texas Health & Safety Code.

Pursuant to Section 775.082(d) of the Texas Health & Safety Code, we respectfully request that the District be allowed a thirty (30) day extension from the June 1, 2024 deadline during which to file its 2022-23 audit report. *See* Tex. Health & Safety Code § 775.082(b), (d). If the foregoing extension request is approved, the District's audit report for the fiscal year 2022-23 would be due on or before July 1, 2024.

Thank you in advance for your consideration of the foregoing request, and please advise if you have any questions or require additional information.

Sincerely,

**BENCKENSTEIN & OXFORD, L.L.P.**

By: \_\_\_\_\_  
 Joshua C. Heinz

JCH/jcr

cc: **Via Email**  
Mr. Fred Jackson  
County Judge's Office  
Jefferson County Courthouse  
1001 Pearl St.  
Beaumont, Texas 77701

**Via Email**  
Jefferson Co. ESD No. 4  
Sandra Melton, Treasurer  
David Stacey, District Chief  
Mary Ellen Robertson, Accountant



STATE OF TEXAS § IN THE COMMISSIONERS COURT  
 COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Linde Terminal 2024 Reinvestment Zone in the Beaumont, TX ETJ, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act). This new reinvestment zone is being established to facilitate the construction of the new Linde Terminal outside of the GTS Reinvestment Zone as originally planned.

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the property At 6679 Highland Ave., Beaumont, TX 77705 (mailing purposes only), further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone") (Pursuant to the directives of the Comptroller’s office, all surveys must contain GPS coordinates for each point.)
- Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4 That the Commissioners Court held a public hearing to consider this Order on the \_\_\_\_ day of June, 2024.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
JEFF R. BRANICK  
County Judge

\_\_\_\_\_  
COMMISSIONER 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

Legal Description: 6.814 Acre Tract or Parcel of Land  
 Out of and Part of Tract No. 14C  
 Partition Map No. 2 of The McFaddin Trust Property  
 Volume 7, Page 133, Map Records  
 D.A. Cunningham Survey, Abstract No. 15  
 Jefferson County, Texas

**BEING** a 6.814 acre tract or parcel of land situated in the D.A. Cunningham Survey, Abstract No. 15, Jefferson County, Texas and being out of and part of Tract No. 14C of the Partition Map No. 2 of The McFaddin Trust Property, a subdivision of Jefferson County, Texas, according to the plat thereof recorded in Volume 7, Page 133, Map Records, Jefferson County, Texas and being out of and part of that certain called 172 acre tract, identified as Tract No. 14-C, as described in a partition deed from W.P.H. McFaddin, Jr. and J.L.C. McFaddin, as Trustees of the McFaddin Trust, to Perry McFaddin Duncan as recorded in Volume 692, Page 22, Deed Records, Jefferson County, Texas and being out of and part of the remainder of that certain called 140.00 acre tract of land as described in a "General Warranty Deed" from G.A.N. McFaddin and wife, Jean W. McFaddin to First City National Bank of Beaumont (successor to The First National Bank of Beaumont) and Benny Harry Hughes (Successor Trustee to Martin Davis), Trustees of the J.L. Caldwell Company Trust for the Benefit of Gustavus Adolphus Northcott McFaddin as recorded in Film Code No. 100-26-1162, Official Public Records of Real Property, Jefferson County, Texas and furthermore being out of and part of the remainder of that certain called 140.00 acre tract of land as described in a "Correction Deed" from G.A.N. McFaddin and wife, Jean W. McFaddin to First City National Bank of Beaumont (successor to The First National Bank of Beaumont) and Benny Harry Hughes (Successor Trustee to Martin Davis), Trustees of the J.L. Caldwell Company Trust for the Benefit of Gustavus Adolphus Northcott McFaddin as recorded in Film Code No. 101-11-2238, Official Public Records of Real Property, Jefferson County, Texas, said 6.814 acre tract being more particularly described as follows:

*NOTE: All bearings are referenced to the Texas State Plane Coordinate System South Central Zone NAD83 (2011). All acreages and distances are surface. All coordinates are grid. All set 5/8" iron rods set with caps stamped "WHITELEY".*

**COMMENCING** at a chain link fence post found for the Northeast corner of the remainder of the said 140.00 acre J.L. Caldwell Company Trust tract, said corner also being the Southeast corner of Lot 1 of the Beaumont Motiva Subdivision, a subdivision of Jefferson County, Texas according to the plat thereof recorded in Volume 16, Page 298, Map Records, Jefferson County, Texas and said corner being in the West line of Spur 93 (also known a West Port Arthur Road) (right-of-way width varies) and said corner being the Northwest corner of that certain 0.911 acre tract of land as described in a "Right Of Way Easement" for Spur 93 as conveyed to Jefferson County, Texas as recorded in Film Code No. 104-73-1443, 104-73-1447, 104-73-1449, and 104-73-1457, all in the Official Public Records of Real Property, Jefferson County, Texas and being the Southwest corner of that certain called 0.123 acre tract of land as described in a "Right Of Way Easement" for Spur 93 from Chevron Pipeline Company to Jefferson County, Texas as recorded in Film Code No. 104-73-1438, Official Public Records of Real Property, Jefferson County, Texas and from said corner a 1" iron pipe found for the Northwest corner of the remainder of the said 140.00 acre J.L. Caldwell Company Trust tract, the same being the Northwest corner of the above reference Tract No. 14C and the Southwest corner of the said Lot 1 of the Beaumont Motiva Subdivision bears SOUTH 87°29'35" WEST a distance of 2234.79 feet and from said corner a found 5/8" iron rod with a yellow cap bears SOUTH 58°54'34" EAST a distance of 0.60 feet;

**THENCE** SOUTH 26°37'11" EAST, along and with the West right-of-way line of Spur 93 and the East line of the remainder of the said 140.00 acre J.L. Caldwell Company Trust tract, for a distance of 31.94 feet to a Texas Department of Transportation concrete monument found for corner, said corner being an angle point in the West right-of-way line of Spur 93 and the East line of the remainder of the said 140.00 acre J.L. Caldwell Company Trust tract;

**THENCE** SOUTH 30°58'02" EAST, continuing along and with the West right-of-way line of Spur 93 and the East line of the remainder of the said 140.00 acre J.L. Caldwell Company Trust tract, for a distance of 413.98 feet to a 5/8" iron rod set for the most Northerly corner and the **POINT OF BEGINNING** of the tract herein described, said corner having State Plane Grid Coordinates N:13,941,122.32, E:3,530,032.18;

**THENCE** SOUTH 30°58'02" EAST, continuing along and with the West right-of-way line of Spur 93 and the East line of the remainder of the said 140.00 acre J.L. Caldwell Company Trust tract, for a distance of 684.37 feet to a Texas Department of Transportation concrete monument found for corner, said corner being an angle point in the West right-of-way line of Spur 93 and the East line of the remainder of the said 140.00 acre J.L. Caldwell Company Trust tract;

**THENCE** SOUTH 35°12'58" EAST, continuing along and with the West right-of-way line of Spur 93 and the East line of the remainder of the said 140.00 acre J.L. Caldwell Company Trust tract, for a distance of 151.99 feet to a 5/8" iron rod set for corner and from said corner a Texas Department of Transportation concrete monument for an angle point in the West right-of-way line of Spur 93 and the East line of the remainder of the said 140.00 acre J.L. Caldwell Company Trust tract bears SOUTH 35°12'58" EAST a distance of 249.05 feet;

**THENCE** NORTH 87°26'13" WEST, over and across the remainder of the said 140.00 acre J.L. Caldwell Company Trust tract, for a distance of 445.61 feet to a 5/8" iron rod set for corner;

**THENCE** NORTH 70°01'20" WEST, continuing over and across the remainder of the said 140.00 acre J.L. Caldwell Company Trust tract, for a distance of 450.75 feet to a 5/8" iron rod set for corner;

**THENCE** NORTH 38°37'01" EAST, continuing over and across the remainder of the said 140.00 acre J.L. Caldwell Company Trust tract, for a distance of 687.37 feet to the **POINT OF BEGINNING** and containing 6.814 Acres, more or less.

W:\engineering\2024\24-0055\24-0055m&b.docx





STATE OF TEXAS                   §  
  §  
COUNTY OF JEFFERSON       §

**AMENDED ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN  
THLINDE TERMINAL 2024 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and Linde, Inc. (hereinafter sometimes referred to as “LINDE” or “OWNER”). This amended agreement is only being sought to allow Linde to establish a new reinvestment zone because the original location within the Golden Triangle Reinvestment was not feasible for operations.

**1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the Linde 2024 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated June\_\_\_\_, 2024 (hereinafter referred to as the “REINVESTMENT ZONE”); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit “A” attached hereto and which will involve construction and operation of a trucking terminal to facilitate the receipt and distribution of helium assets stored in an underground cavern developed, owned and operated by GTS (hereinafter referred to collectively as the “PROJECT”); and

WHEREAS, it is understood and agreed that the terms and conditions of the abatement previously agreed to in 2023 are incorporated herein and remain in full force and effect.

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

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

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

## **2. AUTHORIZATION**

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE.**

## **3. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay



the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2027 and shall terminate on December 31, 2036, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2025, this AGREEMENT shall be null and void.

#### 5. OWNER REPRESENTATIONS/OBLIGATIONS

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

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter 2026), maintain a level of not less than 10 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of the date this AGREEMENT is executed as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 10 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 10 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

$$\begin{aligned} A1 &= \text{initial Abatement } \$s \\ A2 &= \text{revised Abatement } \$s \\ E1 &= 10 \text{ full-time jobs} \\ E2 &= \text{revised employee count} \\ A2 &= A1 \times (E2/E1) \end{aligned}$$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment of \$115 million.

- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - i. “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
  - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
  - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.

- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;
- h. OWNER/EPC will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

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

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

- iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
- iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:
  - k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
  - l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
  - m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
  - n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
  - o. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. OWNER will contractually cause its general/prime contractor to comply with the requirement of subparagraphs f, i, j, k, l, m, n, and o, and to cooperate with OWNER to comply with subparagraph g, of this Section 5. Upon written request from the County after OWNER signs its EPC agreement with its general/prime contractor ("EPC Agreement"), Owner will provide a redacted copy

of the EPC Agreement to include the portions of the EPC Agreement which illustrate compliance with the prior sentence of this paragraph.

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

## **6. VALUE OF ABATEMENT**

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

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

## **7. QUARTERLY MONITORING MEETINGS**

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

## **8. TAXABILITY**

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

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

## **9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2023 (year abatement executed) as set forth on attached

Exhibit “B,” and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1<sup>st</sup> of any tax year listed on the “Tax Abatement Schedule” the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER’s abatement shall be made should any reduction to Taxable Value of OWNER’s Eligible Property result from a Force Majeure event.

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

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER’s affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

## **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from *ad valorem* taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost (“Intended Maximum”), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2027 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

## 11. EVENT OF DEFAULT

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

## 12. RECAPTURE OF TAXES

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

Notwithstanding any other provisions of this agreement to the contrary, it is distinctly understood between the parties hereto that:

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

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

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

### **13. TERMINATION**

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

### **14. ASSIGNMENT**

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

### **15. ENTIRE AGREEMENT**

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

### **16. SUCCESSORS AND ASSIGNS**

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

### **16. NOTICE**



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

**OWNER:** Mike Ashton, Manager-Gov't Affairs  
1585 Sawdust Road, Suite 300  
The Woodlands, Texas 77380

With a copy to: John Johnson  
Griffith Moseley Johnson  
2901 Turtle Creek Drive, Suite 445  
Port Arthur, Texas 77642  
jjohnson@gmjinc.com

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

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

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

## 17. MERGER

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

**19. APPLICABLE LAW AND VENUE**

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

**20. SEVERABILITY**


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

Executed in duplicate this the 4<sup>TH</sup> day of JUNE, 2024.

**FOR THE COUNTY:**



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

ATTEST   
DATE 6/4/2024

**FOR OWNER:**

\_\_\_\_\_



**EXHIBIT A "Description of Project"**

Trucking Terminal

## 18. INTERPRETATION

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

## 19. APPLICABLE LAW AND VENUE

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

## 20. SEVERABILITY

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

Executed in duplicate this the \_\_ day of \_\_\_\_\_, 2023.

### FOR THE COUNTY:

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

### FOR OWNER:

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## **EXHIBIT A “Description of Project”**

### Trucking Terminal

The project will be the construction and operation of a trucking terminal to facilitate the receipt and distribution of helium assets stored in an underground cavern developed, owned and operated by GTS.

The estimated time to construct the facility is 24 months resulting in an operational startup during 2026. The estimated investment is \$115 million with 10 new permanent full-time and contractor employees and 135 peak construction jobs.

**“Tax Abatement Schedule”**

<b>Tax Year</b>		<b>Abatement Percentage</b>
1	2027	85%
2	2028	85%
3	2029	85%
4	2030	85%
5	2031	85%
6	2032	85%
7	2033	85%
8	2034	85%
9	2035	85%
10	2036	85%

**EXHIBIT B “Base Year Property”**

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

**EXHIBIT C – “Reinvestment Zone Order”**

**EXHIBIT D – “List of HUB/ DBE Companies”**

**Property Owner may acknowledge the County has previously provided this.**



**Exhibit “E”**

**Jefferson County Abatement Policy**

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

**EXHIBIT "F" - AFFILIATES OF OWNER**

**GARTH HOUSE****Mickey Mehaffy Children's Advocacy Program, Inc.****Memorandum of Understanding**

**We, the undersigned agencies, by and through our supervisory heads and through our designated representatives, do hereby agree to support the concept of and the philosophy of the Garth House and to be actively involved in the implementation of its coordinated, multidisciplinary response to child abuse investigation, intervention and prosecution.**

**We recognize that this collaborative approach, core to the children's advocacy center model, has a well-documented record of improving outcomes for (1) child abuse cases in both criminal and child protection systems; and (2) the lives of children and families impacted by abuse. Therefore, the undersigned agencies hereby agree to work collaboratively.**

- To minimize the re-victimization of children and protective family members as they go through the investigation, assessment, interventions, and prosecution process; and**
- To maintain a cooperative, team approach to facilitate successful outcomes in both the criminal and child protection systems through shared fact finding and strong, collaborative case development.**

**It is expressly understood that each agency will work within its own unique department mandates and policies. Nothing contained in the investigative protocol supersedes the statutes, rules and regulations, or policies of each individual agency.**

**The MOU must be reviewed, revised as needed, and re-executed, at a minimum of every three years, upon significant changes to the document, or upon a change of authorized partner agency signatories.**

**All State and Federal confidentiality laws will be followed in connection with this agreement.**

**This agreement can be terminated by any party without cause by giving written notice to the other parties.**



**Jefferson County**

**\*We, the undersigned, have reviewed and hereby accept and endorse the Garth House MSU.**

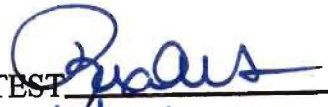
**Name/Agency**

**Date**

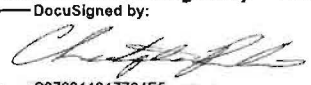
  
\_\_\_\_\_  
*Judge Jeff Branick – Jefferson County Judge*

6/4/2024

\_\_\_\_\_  
*Keith Giblin - Jefferson County District Attorney*

ATTEST   
DATE 6/4/2024

\_\_\_\_\_  
*Sheriff Zena Stephens – Jefferson County Sheriff's Office*

\_\_\_\_\_  
*Chief James P. Singletary – Beaumont Police Department*  
DocuSigned by:  
  
C378311347784E5  
\_\_\_\_\_  
*Marshal Chris Robin (Interim) - Groves Police Department*

5/30/2024

\_\_\_\_\_  
*Chief Gary Porter – Nederland Police Department*

\_\_\_\_\_  
*Chief Timothy Duriso - Port Arthur Police Department*

\_\_\_\_\_  
*Chief Howard Sylve – Port Arthur ISD Police Department*

\_\_\_\_\_  
*Chief Cheryl Griffith – Port Neches Police Department*

\_\_\_\_\_  
*Chief Joseph Malbrough – Beaumont ISD Police Department*

  
\_\_\_\_\_  
*Keith Galles – DFPS Child Protective Investigations Regional Director*

4/12/24

  
\_\_\_\_\_  
*Lori Sutton-White – DFPS Child Protective Services Regional Director*

4/10/24

  
\_\_\_\_\_  
*Aleida Jarvis – DFPS Child Protective Services Regional Director*

05/07/2024

*Cameron Garza*

4/10/24

Cameron Garza - Deputy DFPS Childcare Investigations Director

*Charles McPherson*

4/10/24

Charles McPherson - DFPS Adult Protective Services In-Home Investigations District Director

*Brenda Garrison - Child Abuse & Forensic Services*

DocuSigned by:

*Misty Craver*

5/29/2024

Misty Craver - Jefferson County Victim's Assistance

*Paul Trevino*

5/27/24

Paul Trevino - Chief Executive Officer CHRISTUS Southeast Texas Health System

*Elizabeth Woods*

5/29/2024

Elizabeth Woods - Executive Director CASA of S.E. Texas

*Ed Cockrell - Jefferson County Juvenile Probation*

*Julie H. Prudhome, MA, LPC-S*

5/29/24

Julie H. Prudhome, M.A., LPC-S - Clinical Director,  
Garth House, Mickey Mehaffy Children's Advocacy Program, Inc.

*Marion Tanner*

5-8-24

Marion Tanner - Executive Director,  
Garth House, Mickey Mehaffy Children's Advocacy Program, Inc.

## RIGHT-OF-WAY CONTRACT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON

§

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, Jefferson County, Texas, herein referred to as "Grantor" whether one or more, through the execution of this Right-of-Way Contract ("Agreement") hereby grants and conveys unto Air Liquide Large Industries U.S. LP, its successors and assigns, herein referred to as "Grantee", a permanent thirty feet (30) wide right-of-way on, over, through, upon, under and across the lands in Jefferson County, Texas, as more particularly described in Exhibit 'A' attached hereto and made a part hereof, for the right from time to time to survey, construct, lay, maintain, inspect, patrol (by surface or air), erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove and/or abandon in place one (1) pipeline(s); above or below ground valves; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators; ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"). The approximate route of the pipeline(s) is more generally described in Exhibit "B", attached hereto and made a part hereof.

Grantee shall have the right to utilize temporary workspace (and extra/additional temporary workspace, if any) (collectively, the "temporary workspace"), as more particularly described in Exhibit 'A' as needed for the initial construction of the Facilities and restoration of Grantor's property for a period to extend twenty-four (24) months from the date of construction commencement on Grantor's property; provided, however, if Grantee has completed its use of such temporary workspace for construction of the Facilities prior to the expiration of said period, then such temporary workspace shall immediately terminate. After the initial construction of the Facilities has been completed, Grantee shall then have the right to use the temporary workspace as needed for the maintenance, repair, protection, replacement and removal of the Facilities.

Grantee shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted including, but not limited to, the right of (i) unimpaired ingress and egress on, over, across and through the above-described lands, including lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, and the right to use existing roads on the above described lands, for all purposes necessary or incidental to the exercise of the rights herein granted; (ii) to mow the right-of-way (and temporary workspace while in effect) and to trim or cut down or eliminate trees or shrubbery as may be necessary, in the sole judgment of Grantee, to prevent possible interference with the operation of the Facilities and to remove possible hazards thereto including, but not limited to, removing or preventing the construction of any and all buildings, structures, reservoirs or other obstructions on the right-of-way (or temporary workspace while in effect) which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety or convenient operation of the Facilities, and Grantee shall not be liable for damages caused by any such clearing or removal.

Grantee shall bury the pipeline(s) to a minimum depth of forty-eight inches (48") below the surface of the ground and any existing drainage ditches, creeks and roads at the time of such installation, except at those locations where rock is encountered the pipeline(s) may be buried at a lesser depth.

Grantee shall have the right to remove any fence that now crosses or may cross the right-of-way; provided, however, prior to cutting any fence Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and at

Grantee's sole option replaced with (i) fencing of the same or better grade and condition as existed before Grantee cut and gapped same, or (ii) a permanent gate, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than those already being used for existing gates on the property. Each entry and exit gate used by Grantee shall be closed and locked by Grantee after Grantee or its authorized personnel have passed through the gate.

Grantee agrees, at its sole cost, to comply with all federal, state and local laws, rules and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of the Facilities.

Upon completion of Grantee's construction, installation, maintenance or repair of the Facilities within the right-of-way, Grantee shall restore the surface and contour of the ground of the right-of-way disturbed by such activity, as near as reasonably practicable, to as good a condition as existed at the time of commencement of such activity.

Grantor agrees that any payment made hereunder by Grantee for the right-of-way includes full payment for all reasonably anticipated damages caused to the surface of Grantor's lands and to Grantor's growing crops, timber, fences, buildings or other improvements on the right-of-way and temporary workspace during the initial construction of the Facilities. Except as otherwise provided herein, Grantee agrees to pay a reasonable sum for any actual damage directly resulting to Grantor's growing crops located outside of the boundaries of the right-of-way and to the fences of Grantor caused by Grantee's maintenance operations; provided, however, that Grantee shall not be liable to Grantor for any damages caused on the right-of-way or temporary workspace by keeping said areas clear of trees, undergrowth, brush or obstructions in the exercise of the rights herein granted. Any payment due under this Agreement may be made directly to any Grantor if there be more than one.

**GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. GRANTEE, \_\_\_\_\_ PIPELINE CORPORATION, INDEMNIFIES AND HOLDS GRANTOR, JEFFERSON COUNTY, TEXAS, HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S ACTIVITIES, USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE BUT NOT SOLE.**

Grantor represents and warrants that Grantor is the owner in fee simple of the above-described lands, subject only to outstanding mortgages, if any, now of record. In the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said lands and thereupon be subrogated to such lien and rights incident thereto. Grantor covenants that Grantor has the right to grant and convey the right-of-way and temporary workspace and that Grantor shall execute such further assurances thereof as may be required. Grantor shall retain all the oil, gas and other minerals in, on and under the right-of-way; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of oil, gas and other minerals on the right-of-way or temporary workspace (while in effect), but it will be permitted to extract the oil, gas and other minerals from and under the right-of-way by directional drilling and other means so long as such activities do not damage, destroy, injure and/or interfere with the Grantee's use of the right-of-way or temporary workspace while in effect.

Grantor may use the right-of-way and temporary workspace for any and all purposes which will not interfere with the use thereof by Grantee or any of the rights herein granted; provided, however, Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works or any obstructions whatsoever on the herein granted right-of-way or temporary workspace while in effect, and Grantor will not change the grade of the right-of-way or temporary workspace without the express written consent of Grantee.

There shall be no hunting or fishing on the right-of-way or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time, and no firearms or fishing equipment shall be taken on the right-of-way by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

The right-of-way and rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by Grantee, its successors and/or assigns, either jointly or separately. An assignor shall have no liability or obligation as to events occurring after the date of a permitted assignment, all such potential liability or obligation for future events terminating upon the assignment of assignor's rights in and to the right-of-way to the assignee.

All notices required or which may be given hereunder shall be deemed as properly given if in writing and delivered personally, or sent by overnight delivery, charges prepaid, or by certified United States mail with postage prepaid, return receipt requested, addressed to Grantor or Grantee, as the case may be, at the address set forth below, or such other address as such party may from time to time advise the other party in writing in accordance with this provision. Notice shall be deemed given when personally delivered, on the next business day if sent by overnight delivery, or three (3) days after being deposited in the U.S. mail if sent certified, return receipt requested.

If to Grantor, addressed to:                   Jefferson County, Texas  
   1149 Pearl Street, Beaumont, Texas 77701

If to Grantee, addressed to:                 Beaux Broach  
   3011 Pasadena Freeway, Suite 190 Pasadena, Texas  
   77503

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same. Upon the termination of this Agreement for any reason, Grantee shall have no obligation to remove any of the underground Facilities, but shall have the option, at Grantee's sole discretion, to do so with respect to all or any of the Facilities. In the event that Grantee removes any of the Facilities Grantee shall restore the surface, as near as reasonably practical, to its condition prior to the construction of the Facilities. Any Facilities remaining on the property after the expiration of 180 days following the filing of such release shall become the property of Grantor. Grantee shall ensure that all underground Facilities that are abandoned in place are done so in accordance with all applicable laws, rules and regulations.

The provisions of this Agreement are to be considered a covenant that runs with the land herein described, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject matter of this Agreement. Grantor confirms and agrees that neither Grantee nor any agent of Grantee has made any promises or agreements to Grantor that are not expressed or referenced specifically within this Agreement, that Grantor is not relying upon any statements or representations of Grantee or any agent of Grantee, and that Grantor's execution of this Agreement is free and voluntary. This Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced, and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

If Grantee (or any third-party Grantee) pays to any other land owner consideration for a pipeline easement for this specific line, excluding any pipeline easement in which the number of rods is less than 10, which is greater per rod than the per rod amount paid to Grantor for this easement, then Grantee shall



promptly tender to Grantor such payment as is necessary to make the total consideration paid to Grantor equal to such greater consideration amount on a per-rod basis.

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 4<sup>th</sup> day of June, 2024 (the "Effective Date").



**GRANTOR**

Jefferson County, Texas

By: \_\_\_\_\_

Printed Name: JEFF R. BRANICK

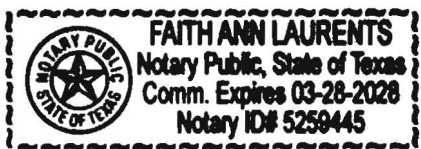
Title: COUNTY JUDGE

ATTEST \_\_\_\_\_

DATE 6/4/2024

STATE OF TEXAS §  
COUNTY OF JEFFERSON §

On this 4<sup>th</sup> day of JUNE, 2024, before me FAITH ANN LAURENTS the undersigned Notary Public, personally appeared JEFF R. BRANICK, known to me (or proved to me on the oath of \_\_\_\_\_ or through satisfactory evidence which was \_\_\_\_\_, to be the person whose name is subscribed as \_\_\_\_\_, of Jefferson County, Texas and acknowledged that he/she, as such \_\_\_\_\_, being informed of the contents of the conveyance, and being authorized so to do, executed the foregoing Right-of-Way Contract as the act of such officer with full authority, executed the same voluntarily for and as the act of said Jefferson County, Texas by himself/herself as \_\_\_\_\_, for the purposes and consideration therein expressed.



Faith Ann Laurents  
Notary Public in and for JEFFERSON County, TEXAS

My commission expires:  
3-28-28

**GRANTEE**

Air Liquide Large Industries U.S. LP

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me (or proved to me on the oath of \_\_\_\_\_ or through satisfactory evidence which was \_\_\_\_\_ to be the person whose name is subscribed as \_\_\_\_\_ of Air Liquide Large Industries U.S. LP, a Texas Limited Partnership and acknowledged that he/she, as such \_\_\_\_\_, being informed of the contents of the conveyance, and being authorized so to do, executed the foregoing **Right-of-Way Contract**, as the act of such officer with full authority, executed the same voluntarily for and as the act of said Air Liquide Large Industries U.S. LP by himself/herself as \_\_\_\_\_ for the purposes and consideration therein expressed.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, \_\_\_\_\_

My commission expires:

\_\_\_\_\_

**EXHIBIT "A"****Pipeline Easement**

Legal Description: Centerline Description of a 30 Foot Wide Pipeline Easement  
Pelham Humphries Survey, Abstract No. 32  
Jefferson County, Texas

**BEING** a centerline description of a 30 foot wide pipeline easement situated in the Pelham Humphries Survey, Abstract No. 32, Jefferson County, Texas and being out of and part of that certain called 72.96 acre tract of land as described in a "Corrected Warranty Deed" from Texas Board of Criminal Justice to Jefferson County, Texas as recorded in Clerk's File No. 97-9731120, Official Public Records of Real Property, Jefferson County, Texas, said centerline being more particularly described as follows:

*NOTE: All bearings, coordinates, distances, and acreage are referenced to the Texas Coordinate System of 1983, South Central Zone NAD83(2011).*

**COMMENCING** at a 1/2" iron rod found for the most Westerly corner of the said 72.96 acre Jefferson County, Texas tract and being the Northwest corner of the remainder of that certain called 689.690 acre tract of land as described in a "Special Warranty Deed" from County of Jefferson, State of Texas to Texas Department of Criminal Justice, Institutional Division as recorded in Film Code No. 102-98-2207, Official Public Records of Real Property, Jefferson County, Texas and being an interior ell corner of the remainder of that certain called 484.85 acre tract of land, identified as "Tract C", as recorded in a "Special Warranty Deed" from BP Pipelines (North America) Inc. to Oiltanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas and also being the Southwest corner of that certain called 72.96 acre tract of land as described in a "Corrected Warranty Deed" from Texas Board of Criminal Justice to Jefferson County, Texas as recorded in Clerk's File No. 97-9731120, Official Public Records of Real Property, Jefferson County, Texas, said point having coordinates of N: 13,943,942.35, E: 3,534,331.43;

**THENCE** SOUTH 89°48'33" EAST, along and with the boundary between the said 72.96 acre Jefferson County, Texas tract and the said Texas Department of Criminal Justice, Institutional Division tract, for a distance of 771.75 feet to the **POINT OF BEGINNING** of the easement herein described, said point having coordinates of N: 13,943,939.78, E: 3,535,103.18;

**THENCE** NORTH 56°08'43" EAST, over and across the said 72.96 acre Jefferson County, Texas tract, for a distance of 164.60 feet to a point for corner;



**THENCE** NORTH 23°18'56" EAST, continuing over and across the said 72.96 acre Jefferson County, Texas tract, for a distance of 509.69 feet to a point for corner;

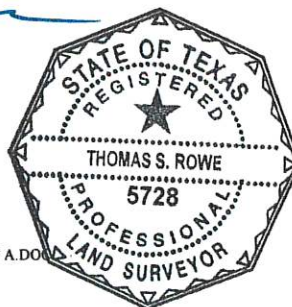
**THENCE** NORTH 62°31'40" EAST, continuing over and across the said 72.96 acre Jefferson County, Texas tract, for a distance of 2222.38 feet to the **POINT OF TERMINATION** of the centerline herein described, said point being in the Southwesterly right of way line of U.S. Highway 69, 96 and 287 and having coordinates of N: 13,945,524.77, E: 3,537,413.39 and having a total length of 2,896.67 feet.

Surveyed on November 28, 2023. This legal description is being submitted along with a plat based on this survey. (SEE EXHIBIT "B")

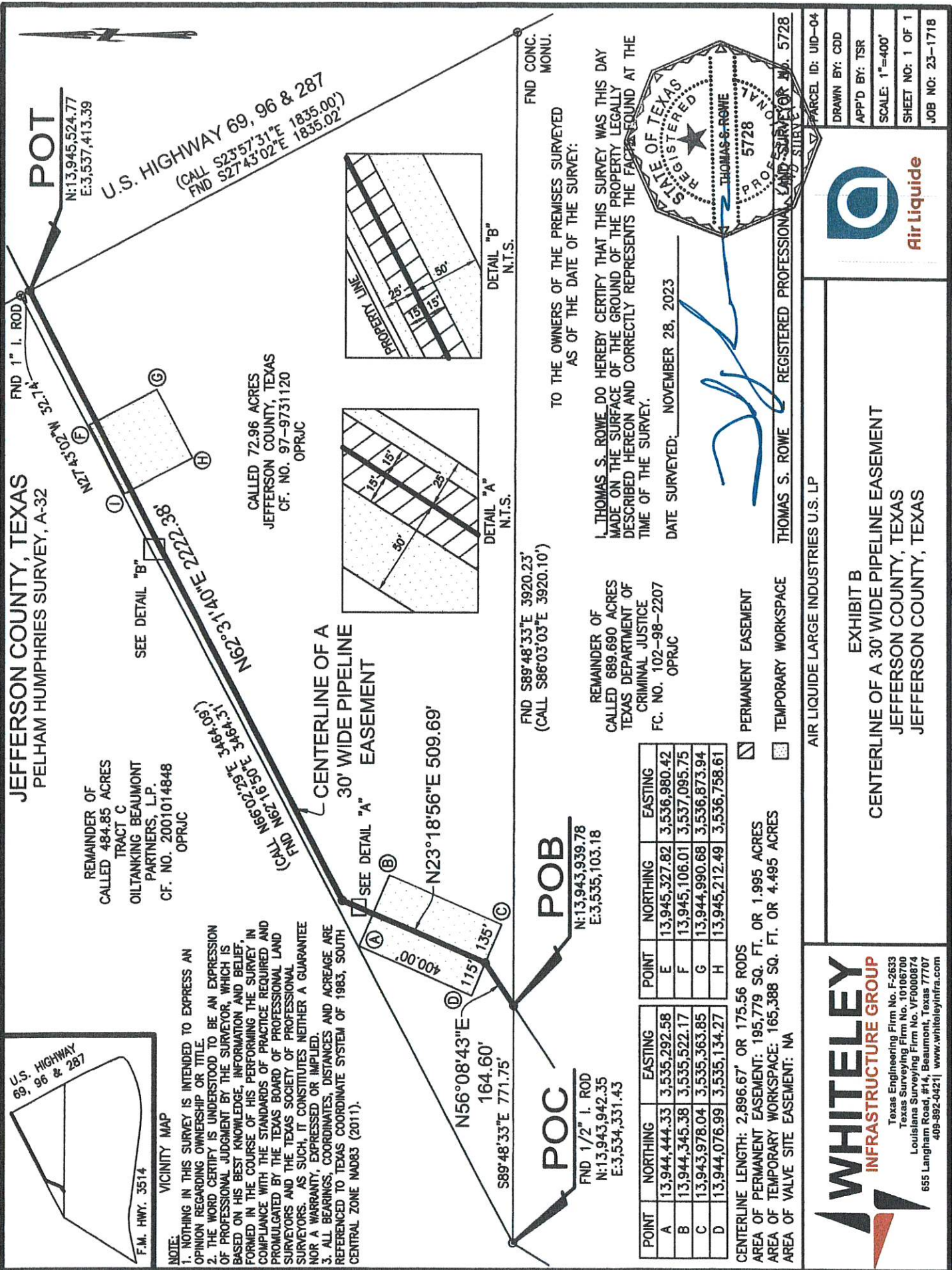


Thomas S. Rowe, RPLS No. 5728

T.B.P.L.S. Firm No. 10106700



FILE: W:\2023\23-1718\_AIR LIQUIDE\_OCI LATERAL\UID\_04\23-1718\_EXHIBIT A.DOC



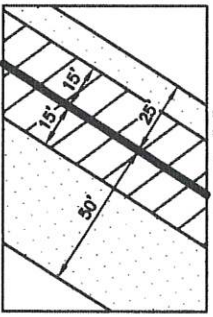
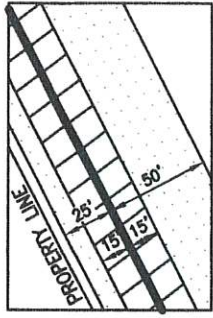
JEFFERSON COUNTY, TEXAS  
 PELHAM HUMPHRIES SURVEY, A-32

REMAINDER OF  
 CALLED 484.85 ACRES  
 TRACT C  
 OILTANKING BEAUMONT  
 PARTNERS, L.P.  
 CF. NO. 2001014848  
 OPRJC

CALLLED 72.96 ACRES  
 JEFFERSON COUNTY, TEXAS  
 CF. NO. 97-9731120  
 OPRJC

CENTERLINE OF A  
 30' WIDE PIPELINE  
 EASEMENT

**NOTE:**  
 1. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.  
 2. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, FORMED IN THE COURSE OF HIS PERFORMING THE SURVEY IN COMPLIANCE WITH THE STANDARDS OF PRACTICE REQUIRED AND PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS AND THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS. AS SUCH, IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.  
 3. ALL BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE NAD83 (2011).



FND CONC.  
 MONU.

TO THE OWNERS OF THE PREMISES SURVEYED  
 AS OF THE DATE OF THE SURVEY:

I, THOMAS S. ROWE DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE SURFACE OF THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

DATE SURVEYED: NOVEMBER 28, 2023



THOMAS S. ROWE  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5728

REMAINDER OF  
 CALLED 689.690 ACRES  
 TEXAS DEPARTMENT OF  
 CRIMINAL JUSTICE  
 FC. NO. 102-98-2207  
 OPRJC

PERMANENT EASEMENT

TEMPORARY WORKSPACE

POINT	NORTHING	EASTING
E	13,945,327.82	3,536,980.42
F	13,945,106.01	3,537,095.75
G	13,944,990.68	3,536,873.94
H	13,945,212.49	3,536,758.61

CENTERLINE LENGTH: 2,896.67' OR 175.56 RODS  
 AREA OF PERMANENT EASEMENT: 195,779 SQ. FT. OR 1.995 ACRES  
 AREA OF TEMPORARY WORKSPACE: 165,388 SQ. FT. OR 4.495 ACRES  
 AREA OF VALVE SITE EASEMENT: NA

POB  
 N:13,943,939.78  
 E:3,535,103.18

POC  
 FND 1/2" I. ROD  
 N:13,943,942.35  
 E:3,534,331.43

FND S89°48'33"E 3920.23'  
 (CALL S86°03'03"E 3920.10')

N56°08'43"E  
 164.60'  
 S89°48'33"E 771.75'

N23°18'56"E 509.69'

N62°31'40"E 2222.38'  
 (CALL N62°16'50"E 3484.31')

N7°43'02"W 32.74'  
 SEE DETAIL "B"

POT  
 N:13,945,524.77  
 E:3,537,413.39

U.S. HIGHWAY 69, 96 & 287  
 (CALL S23°57'31"E 1835.00')  
 FND S27°43'02"E 1835.02')

AIR LIQUIDE LARGE INDUSTRIES U.S. LP

EXHIBIT B  
 CENTERLINE OF A 30' WIDE PIPELINE EASEMENT  
 JEFFERSON COUNTY, TEXAS  
 JEFFERSON COUNTY, TEXAS

**WHITELEY**  
**INFRASTRUCTURE GROUP**  
 Texas Engineering Firm No. F-2633  
 Texas Surveying Firm No. 10106700  
 Louisiana Surveying Firm No. VF0000874  
 655 Langham Road, #14, Beaumont, Texas 77707  
 409-892-0421 | www.whiteleyinfra.com

DRAWN BY: CDD  
 APP'D BY: TSR  
 SCALE: 1"=400'  
 SHEET NO: 1 OF 1  
 JOB NO: 23-1718



Jefferson County Youth Academy

AIR LIQUIDE PROPOSED PIPELINE

Jefferson County Juvenile Probation Department

Minnie Rogers Juvenile Justice Center





**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## **RIGHT OF WAY AGREEMENT**

STATE OF TEXAS

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS:

This Right of Way Agreement is entered into effective as of \_\_\_\_\_, 2024, by and between Jefferson County, Texas, whose mailing address is 1149 Pearl Street, Beaumont, Texas 77701 (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged and full acquaintance and discharge granted therefor, does by these presents, grant convey and give unto Linde Inc., a Delaware corporation, whose mailing address is 1585 Sawdust Road, Suite 300, The Woodlands, TX 77380 (hereinafter referred to as "Grantee"), a right of way and easement to lay, construct, install, maintain, use, alter, inspect, operate, repair, replace and remove one (1) pipeline, together with all appurtenances incident thereto (including though not by way of limitation, valves, fittings, cathodic protection equipment, test stations and markers), for the transportation of industrial gases, together with other rights as herein set forth on, over, under, across and through the land belonging to Grantor in Jefferson County, Texas.

The permanent right of way herein granted shall be thirty (30) feet wide with the location of the centerline thereof being shown and identified as "Permanent Easement" on Exhibit "A", attached hereto and made a part hereof.

During initial construction of the pipeline, Grantee shall have an additional easement along the Permanent Easement as temporary workspace area as shown on said Exhibit "A". The grant of the right to use this additional temporary workspace area is for initial construction and installation operations of Grantee, and on the conclusion of such initial construction and installation operations, Grantee's rights thereafter shall be limited to the Permanent Easement, above described and herein granted.

This grant shall and does include the right of access to said pipeline and appurtenant facilities and the right of ingress and egress on, over, across and through the above described land, including existing roads, for any and all purposes necessary and incident to the exercise by Grantee of the rights granted hereunder.

It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor of the minerals therein and thereunder, but grants only the Right of Way as above provided.

Grantor retains for itself and its heirs and assigns all rights and uses that do not specifically interfere with the use of the rights granted herein; provided, however, Grantor or its heirs and assigns, shall not construct or permit to be constructed on or over said Permanent Easement any structure or obstruction that will interfere with the rights herein granted without the express prior written consent of Grantee. Grantee shall have the right, without liability, from time to time to cut or remove all trees, shrubs, undergrowth or other obstructions on or within the Permanent Easement that Grantee, in its judgment, may endanger or interfere with the rights and privileges granted herein.

Grantee shall install the pipeline and incidental equipment and materials in accordance with all applicable governmental rules and regulations, and shall install the pipeline and all incidental equipment and materials (except markers, vents, corrosion protection leads and valves) when buried at a depth of at least four feet (4') below the natural surface elevation of the ground at the time of installation.

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, periods of Force Majeure excluded, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

After execution and delivery of this Easement, if Grantee (or any third-party agent of Grantee) pas to any other land owner consideration for a pipeline easement for this specific line, excluding any pipeline easement in which the number of rods is less than 10, which is greater per rod than the per rod amount paid to Grantor for this easement, then Grantee shall promptly tender to Grantor such payment as is necessary to make the total consideration paid to Grantor equal to such greater consideration amount on a per-rod basis.

Grantee agrees to compensate Grantor or Grantor's tenant as their respective interests may be, for any damages to Grantor's property, crops or other improvements on Grantor's property as a result of Grantee's operation, maintenance or repair of the pipeline on the above described property after the initial construction and installation has been completed. Grantor acknowledges that Grantee has paid in advance for all damages on the Permanent Easement which may be caused by the initial construction and installation of the pipeline.

GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. **GRANTEE, LINDE INC, INDEMNIFIES AND HOLDS GRANTOR, JEFFERSON COUNTY, TEXAS, HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES BUT SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR/INDEMNITEE.**



This Right of Way Agreement covers the entire agreement between the parties and no other representations or agreements, written or oral, have been made modifying, adding to or changing the terms hereof of inducing the execution hereof and the person obtaining this Right of Way Agreement on behalf of Grantee has no authority to make any promise, agreement or representation not expressly set forth herein.

This Right of Way Agreement may be assigned in whole or in part, and shall be binding upon, and inure to the benefit of the parties hereto, their successors, assigns, heirs and personal representatives.

IN WITNESS WHEREOF, the parties have executed this Right of Way Agreement as of the date first written above.

*[Signatures on following page]*

GRANTOR:

Jefferson County, Texas

By: [Signature]

Name: JEFF R. BRANICK

Title: COUNTY JUDGE

Date: 6-4-24



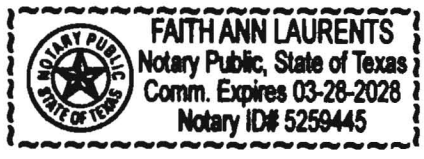
ATTEST [Signature]  
DATE 6/4/2024

STATE OF TEXAS

COUNTY OF JEFFERSON

On this 4<sup>th</sup> day of JUNE, 2024, before me FAITH ANN LAURENTS the undersigned Notary Public, personally appeared JEFF R. BRANICK, as \_\_\_\_\_ of Jefferson County, Texas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

WITNESS my hand and official seal



[Signature]  
Notary Public

GRANTEE:

Linde Inc., a Delaware corporation

By: \_\_\_\_\_

Name: John M. Mack

Title: Attorney-in-Fact of Linde Inc.

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

STATE OF NEW YORK

COUNTY OF ERIE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me \_\_\_\_\_, the undersigned Notary Public, personally appeared John M. Mack, Attorney-In-Fact of Linde Inc., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

**After recording, return to:**

**John Mack  
Linde Inc.  
175 East Park Drive  
Tonawanda, NY 14150**

EXHIBIT "A"

CENTERLINE DESCRIPTION  
THIRTY (30) FEET WIDE  
PERMANENT EASEMENT AND  
RIGHT-OF-WAY  
PELHAM HUMPHRIES SURVEY, A-32, JEFFERSON COUNTY, TEXAS

TRACT No. 004.000-JF-TX

BEING A DESCRIPTION OF A THIRTY (30) FEET WIDE PERMANENT EASEMENT AND RIGHT-OF-WAY ACROSS A TRACT OF LAND, REFERRED TO AS TRACT II, CONVEYED TO JEFFERSON COUNTY, TEXAS, RECORDED IN COUNTY CLERK'S FILE NO. 9731120 OF THE REAL PROPERTY RECORDS OF JEFFERSON COUNTY, TEXAS, (R.P.R.J.C.,TX), OUT OF THE PELHAM HUMPHRIES SURVEY, A-32. SAID THIRTY (30) FEET WIDE PERMANENT EASEMENT BEING SITUATED FIFTEEN (15) FEET EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE. THE SIDELINES OF SAID PERMANENT EASEMENT AND RIGHT-OF-WAY BEING LENGTHENED OR SHORTENED TO INTERSECT THE PROPERTY LINES OF SAID TRACT II, SAID PERMANENT EASEMENT AND RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** at a found 1/2-inch iron rod (N: 13,943,942.44, E: 3,534,331.36) at the southwest corner of said Tract II in the north line of the residue of a called 689.890-acre tract of land conveyed to the State of Texas for the use and benefit of the Texas Department of Criminal Justice, Institutional Division recorded in Document Number 9000472 of the O.P.R.J.C.,TX and described in Document No. 9731120 of the Real Property Records of Jefferson County, Texas;

**THENCE** along the south line of said Tract II, South 89 Degrees 48 Minutes 27 Seconds East, 776.36 feet to the **POINT OF BEGINNING** (N: 13,943,939.83, E: 3,535,107.71);

**THENCE** over and across said Tract II, North 55 Degrees 22 Minutes 51 Seconds East, 176.70 feet to a point;

**THENCE** North 23 Degrees 10 Minutes 56 Seconds East, 485.19 feet to a point;

**THENCE** North 62 Degrees 18 Minutes 19 Seconds East, 1,503.18 feet to a point;

**THENCE** North 62 Degrees 52 Minutes 25 Seconds East, 723.27 feet to a point in the northeast line of said Tract II, and in the southwest right-of-way line of U.S. Highway 287, and being the **POINT OF TERMINATION** (N: 13,945,514.62, E: 3,537,418.80) of the herein described centerline, from which a found 1-inch iron rod (N: 13,945,553.71, E: 3,537,398.27) at the north corner of said Tract II, bears North 27 Degrees 42 Minutes 48 Seconds West, 44.15 feet, said Permanent Easement and Right-of-Way containing 1.99 acres more or less.

All grid coordinates and bearings stated herein reference the Texas Coordinate System of 1983, South Central Zone, as defined in the Texas Natural Resources Code, Sec. 21.071, et. Seq. and are based on a GPS-Real Time Kinematic Survey.

A survey plat of even date (Exhibit "B") accompanies this description.



Ronald Patrick Kell  
Texas Registered Professional Land Surveyor  
State of Texas No. 6424  
January 12, 2024  
Job No. 05.101087.0000  
Document No.: L-MPG-1087-0120



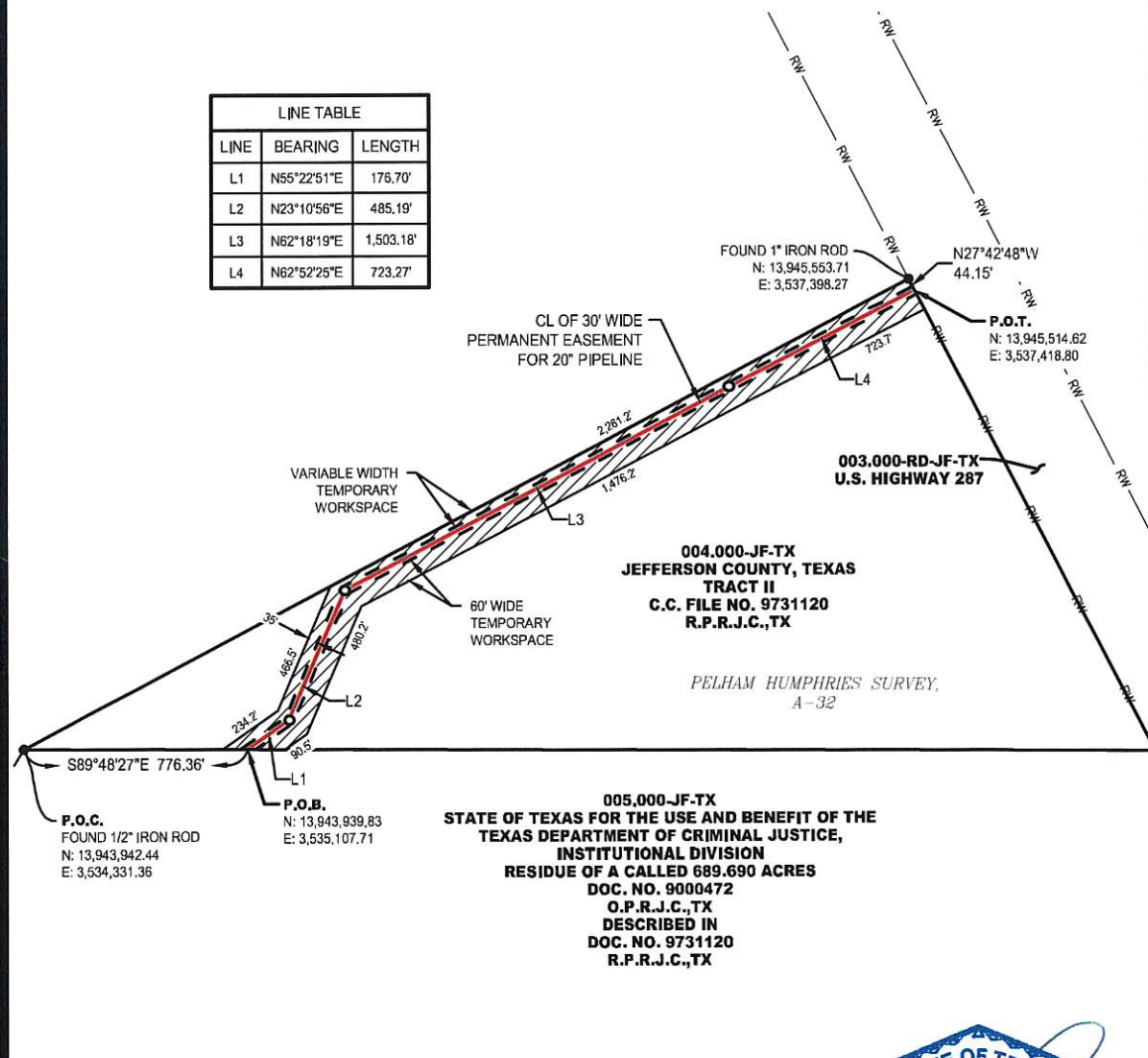
**EXHIBIT "B"**  
**JEFFERSON COUNTY, TEXAS**  
**PELHAM HUMPHRIES SURVEY, A-32**

0' 250' 500' 1000'  
1 INCH = 500 FT.

**NEDERLAND OCI H2 PIPELINE FEL**  
 LENGTH = 2,888.34 FEET - 175.05 RODS  
 PERMANENT EASEMENT = 1.99 AC.  
 TEMPORARY WORKSPACE = 5.61 AC.

**VICINITY MAP**  
NOT TO SCALE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N55°22'51"E	176.70'
L2	N23°10'56"E	485.19'
L3	N62°18'19"E	1,503.18'
L4	N62°52'25"E	723.27'



- NOTES:
- BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), SOUTH CENTRAL ZONE, US SURVEY FEET, AS DETERMINED BY GPS OBSERVATION. ALL DISTANCES AND COORDINATES ARE GRID VALUES.
  - THIS SURVEY WAS PREPARED WITHOUT THE USE OF A TITLE COMMITMENT. THERE MAY BE EASEMENTS THAT AFFECT THE SUBJECT PROPERTY UNKNOWN TO SURVEYOR.
  - THE BOUNDARY LINES SHOWN HEREON, WERE COMPILED FROM A LIMITED SURVEY OF THE SUBJECT PROPERTY AND ADJOINING PROPERTIES. THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY.
  - SURVEY PLAT WAS PREPARED FROM A SURVEY MADE ON THE GROUND IN JUNE, 2023.
  - REFERENCE IS HEREIN MADE TO THE METES AND BOUNDS DESCRIPTION ACCOMPANYING THIS SKETCH.



1/12/2024

RONALD PATRICK KELL  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 9424

**PERCHERON**  
 PROFESSIONAL SERVICES, L.L.C.

1904 WEST GRAND PARKWAY N.  
 SUITE 200  
 KATY, TEXAS 77449  
 (832) 300-6400  
 TEXAS SURVEYING FIRM LICENSE:  
 NO. 10020700

<p><b>LEGEND</b></p> <p>P.O.B. - POINT OF BEGINNING              P.O.C. - POINT OF COMMENCEMENT              P.O.T. - POINT OF TERMINATION              P.O.R. - POINT OF REFERENCE</p> <p>P.O.E. - POINT OF EXIT              P.O.R.E. - POINT OF RE-ENTRY              ● - MONUMENT              ○ - POINT OF INTERSECT</p>	<p>— BOUNDARY              - - C/L EASEMENT              - - ADJOINER              RW - RIGHT-OF-WAY              // - TEMPORARY WORKSPACE</p>
<p>DATE: 07/31/23              DRAWN BY: RRM              CHK BY: DPS              PROJECT NO: 05.101087.0000</p>	<p>REVISIONS              01/12/24</p> <p style="text-align: center;">PREPARED FOR  </p>

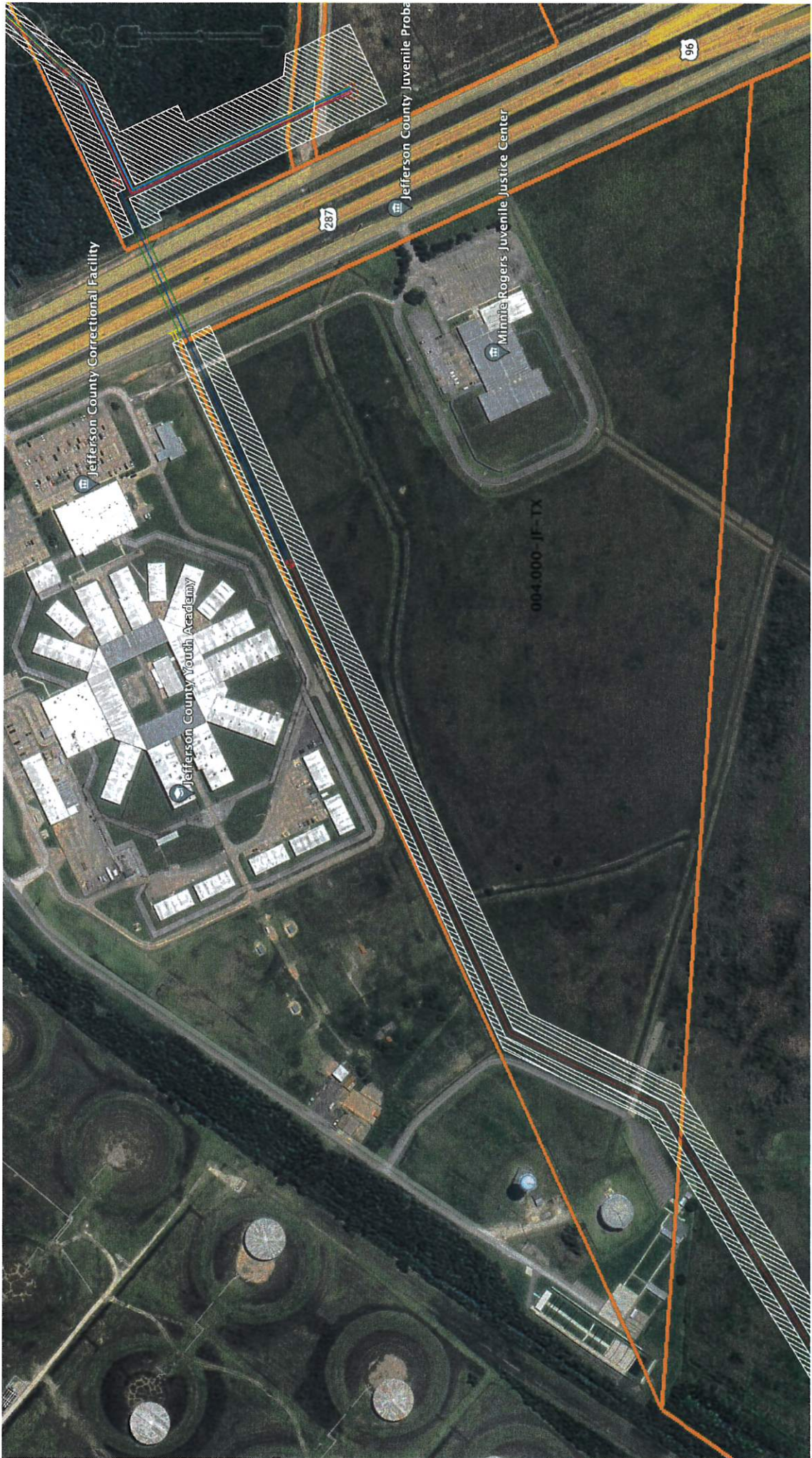
**004.000-JF-TX**  
**DOCUMENT NO.**  
**L-MPG-1087-0120**

**EASEMENT ACQUISITION PLAT**  
**JEFFERSON COUNTY, TEXAS**

**PELHAM HUMPHRIES SURVEY, A-32**  
**JEFFERSON COUNTY, TEXAS**

K:\Projects\05.101087.0000 LEA - Nederland OCI H2 Pipeline FEL\DWG\DWG Misc\Plats\L-MPG-1087-0120.dwg









Enter Map Title...  
Web Print: 05/03/2024



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



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OWNERSHIP CERTIFICATE: STATE OF TEXAS COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS: Tazz Enterprise, LP, a Texas limited partnership and Series D, a separate series of Tarnia Properties, LLC, a Texas Series limited liability company, owners of that certain called 5.4955 acre tract of land described in an instrument recorded in County Clerk's File No. 2021036133 of the Official Public Records of Jefferson County, Texas and that certain called 4,000 acre tract of land described in an instrument recorded in County Clerk's File No. 2023029412 of the Official Public Records of Jefferson County, Texas. DO HEREBY SUBDIVIDE said property in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public the streets and easements shown hereon.

WITNESS MY HAND, this 13th day of May, 2024.

Representative for Tazz Enterprise, LP, a Texas limited partnership

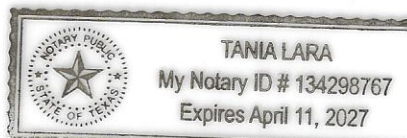
STATE OF TEXAS COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Tarnia Monia, known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of May, 2024.

Notary Public in and for the State of Texas

My Commission expires:



WITNESS MY HAND, this 13th day of May, 2024.

Representative for Series D, a separate series of Tarnia Properties, LLC, a Texas Series limited liability company

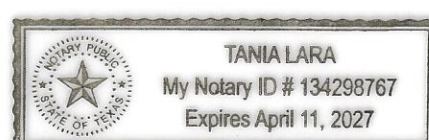
STATE OF TEXAS COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Tarnia Monia, known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of May, 2024.

Notary Public in and for the State of Texas

My Commission expires:



Surveyor's Certificate:

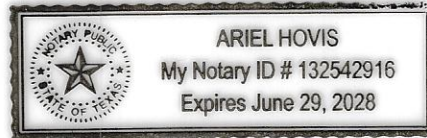
I, Harry H. Hovis, IV, a Registered Professional Land Surveyor in the State of Texas, certify that this plat has been prepared from an actual standard land survey on the ground, that all corners were found or set as noted and that this plat correctly represents said survey by me and is in accordance with the subdivision regulations of Jefferson County, Texas.

Harry H. Hovis, IV Registered Professional Land Surveyor No. 4827

Subscribed and sworn to before me by Harry H. Hovis, IV and given under my hand and seal of office this the 13th day of May, 2024.

Notary Public in and for the State of Texas

My Commission expires:



CERTIFICATE OF COUNTY APPROVAL TO WIT:

Approved by the Commissioners Court of Jefferson County, Texas of the day of May, 2024, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, road, drainage or any other improvements.

Commissioner, Precinct No. 1 Jefferson County, Texas

Commissioner, Precinct No. 2 Jefferson County, Texas

Commissioner, Precinct No. 3 Jefferson County, Texas

Commissioner, Precinct No. 4 Jefferson County, Texas

County Judge Jefferson County, Texas

DEVELOPMENT REGULATIONS NOTES:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS PLAT MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

SCHOOL DISTRICT NOTE:

THIS MINOR PLAT IS WITHIN THE BOUNDARIES OF THE HAMPSHIRE-FANNETT ISD.

UTILITY NOTES:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T GAS UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN WATER UTILITY SERVICE WILL BE PROVIDED BY: TRINITY BAY CONSERVATION DISTRICT SEWER UTILITY SERVICE WILL BE PROVIDED BY: TRINITY BAY CONSERVATION DISTRICT CABLE UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN

SEWAGE DISPOSAL NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

INDIVIDUAL WATER SUPPLY NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

CERTIFICATE OF COUNTY ENGINEER:

I, County Engineer of Jefferson County, Texas do hereby certify that this plat complies with all existing rules and regulations of this office as adopted by the commissioner's court of Jefferson County, Texas.

County Engineer

PREMIUM CONTRACTORS INC TRACT I 3.142 ACRES PREMIUM CONTRACTORS INC. FILE NO. 2020027987 P.R.J.C.

TURCIOS OBDULIO TRACT II 1.567 ACRES PREMIUM CONTRACTORS INC. FILE NO. 2020027987 P.R.J.C.

WORD OF LIFE MINISTRIES WINNIE INC CALLED 2.91 ACRES J.C.C.F. NO. 2010014872

EASTLAND VENTURES LLC TRACT I 4,000 ACRES J.C.C.F. NO. 2012013499 PORTION OF BLOCK 16 THEO. F. KOCH & CO. SUBDIVISION VOL. 2, PG. 213 M.R.J.C.

BLOCK 1 UNRESTRICTED RESERVE "A" 9.4960 ACRES 413,646 SQUARE FEET 25490 HWY 73 UNIT 1-69 WINNIE, TEXAS 77665

Table with 3 columns: LINE, BEARING, DISTANCE. Rows L1 to L5.

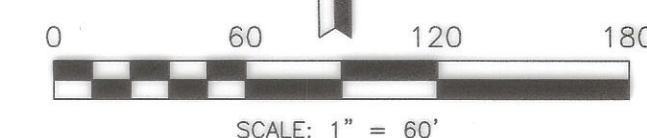
Table with 6 columns: CURVE, RADIUS, ARC LENGTH, CHORD LENGTH, CHORD BEARING, DELTA ANGLE. Rows C1 to C3.

State of Texas, County of Jefferson

I, County Clerk of Jefferson County, Texas do hereby certify that the within instrument was filed for registration in my office and duly recorded on May 13, 2024, in County Clerk's File No. Jefferson County Plat Records.

County Clerk, Jefferson County, Texas

By: Deputy Clerk



NOTES:

- 1. Bearing orientation based on the Northeasterly line of that certain called Tract II, 4,000 acres of land described in deed recorded under J.C.C.F. No. 2012013499.
2. Based on graphical plotting no portion of this tract lies within a "100 year flood hazard area" as designated on The National Flood Insurance Program Flood Insurance Rate Map issued by the Federal Emergency Management Agency under Community Panel Number 4803850355C for Jefferson County, Texas, dated August 6, 2002.
3. No utilities or improvements shown as a part of this survey.
4. DD3 Ditches referenced on this plat indicate the location and existence of known drainage ditches currently on property owner's lands recorded in the Real Property Records of Jefferson County, Texas, File Numbers 2021036133 and 2023029412.

MESH LAURENTHIA WEST 1/2 SOUTHEAST QUARTER BLOCK 16 THEO. F. KOCH & CO. SUBDIVISION VOL. 2, PG. 213 M.R.J.C. J.C.C.F. NO. 8431032

TAZZ ENTERPRISE LP A SUBDIVISION OF 9.4960 ACRES OF LAND SITUATED IN THE LUTERIO LOPEZ LEAGUE, ABSTRACT NO 37, JEFFERSON COUNTY, TEXAS 1 RESERVE, 1 BLOCK

OWNERS: TAZZ ENTERPRISE, LP, A TEXAS LIMITED PARTNERSHIP & SERIES D, A SEPARATE SERIES OF TARNIA PROPERTIES, LLC, A TEXAS SERIES LIMITED LIABILITY COMPANY PREPARED BY:

HOVIS SURVEYING COMPANY Land Surveys - Computer Mapping 5000 Cabbage - Spring, Texas 77379 (281) 320-9591 hovis@hovissurveying.com Texas Firm Registration No. 10030400

DATE: MAY 2024 SCALE: 1" = 60' JOB NO. 12-038-00





## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

5030 Hwy 69 S.  
Beaumont, TX 77705  
(409) 726-2500

Donta Miller  
Chief of Law Enforcement  
Donta.Miller@jeffcotx.us

John Shauberger  
Chief of Corrections  
John.Shauberger@jeffcotx.us

## MEMORANDUM

DATE: October 25, 2023

TO: Honorable Judge Jeff Branick  
Commissioner Eddie Arnold  
Commissioner Cary Erickson  
Commissioner Michael Sinegal  
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauberger

RE: Jacqueline D. Carter retirement

Please consider and possibly approve a resolution for Jacqueline D. Carter a Corrections Officer for 27 years and 3 months of service and wishing her well in her retirement.

Sincerely,

Chief John Shauberger



# 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 \_\_\_\_ day of \_\_\_\_\_, 2024, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_, the following Resolution was adopted:

**WHEREAS, *Jacqueline D. Carter***, has devoted 27 years and 3 months of her life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, *Jacqueline D. Carter***, has dedicated her talents and services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

**WHEREAS, *Jacqueline D. Carter***, has pledged her services as a Corrections Officer, working in the Dorms and in Master Control at the Jefferson County Correctional Facility, which includes following policies, procedures, rules and regulations for the care and custody of inmates, for the Jefferson County Sheriff's Office; and

**WHEREAS**, through hard work and commitment to excellence, ***Jacqueline D. Carter***, has earned the respect of her colleagues and the citizens of Jefferson County; and

**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Jacqueline D. Carter***, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend ***Jacqueline D. Carter***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

\_\_\_\_\_  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4