

**Special, 8/6/2024 10:30:00 AM**

BE IT REMEMBERED that on August 06, 2024, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

SO-Chief Shauberger

Honorable Roxanne Acosta-Hellberg, County Clerk (ABSENT)

County Clerk Admin-Denise Taylor

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

*Notice of Meeting and Agenda*  
*August 06, 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  
August 06, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **06th** day of **August 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:

**9:30 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding pending or contemplated litigation.**

**9:45 a.m. – Workshop to receive information regarding use of ARPA funds.**

**1:30 p.m. – Workshop to discuss FY 2024/2025 pending Budget Items.**

**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.**

*Notice of Meeting and Agenda*  
*August 06, 2024*

**The following options are available:**

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

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

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

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

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

**PURCHASING:**

- (a). Consider and approve award for Request for Proposals (RFP 24-022/MR) Lease of Properties Acquired as a Result of Buy Out; as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 11 - 12

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

- (b). Consider and approve, execute, receive and file renewal for (IFB 22-041/MR), Re-Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County for a second (1) one year renewal with Advantage Interests Inc. from August 14, 2024 to August 13, 2025.

SEE ATTACHMENTS ON PAGES 13 - 13

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

- (c). Consider and approve, execute, receive and file Job Order Contract (JOC 24-046/MR) with Daniels Building & Construction, Inc. for Election Storage Remodel in the amount of \$46,493.00; in accordance with Region 5 JOC ESC Contract 20200905.

SEE ATTACHMENTS ON PAGES 14 - 14

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

**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer– County Court at Law 2 – additional cost of pauper attorney fees.

SEE ATTACHMENTS ON PAGES 15 - 15

120-2052-412-5072	PAUPER ATTORNEY FEES	\$27,000.00	
120-2052-412-1007	COURT REPORTER		\$27,000.00

*Notice of Meeting and Agenda*  
*August 06, 2024*

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

- (b). Consider and approve budget transfer– R&B Pct. 3 – additional cost of heavy duty 4 post car lift.

SEE ATTACHMENTS ON PAGES 16 - 18

113-0309-431-6018	POWER TOOLS & APPLIANCES	\$8,000.00	
113-0309-431-6011	ROAD MACHINERY		\$8,000.00

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

- (c). Consider and approve budget transfer – R&B Pct. 4 – additional cost of building maintenance.

SEE ATTACHMENTS ON PAGES 19 - 19

114-0405-431-4009	BUILDINGS AND GROUNDS	\$2,000.00	
114-0402-431-3016	CHEMICALS, SPRAYS, ETC.		\$2,000.00

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

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

NO ATTACHMENTS

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

- (e). Regular County Bills -check #519766 through check #519970.

SEE ATTACHMENTS ON PAGES 20 - 27

*Notice of Meeting and Agenda*  
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**Motion by: Alfred**  
**Second by: Sinegal**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (f). Consider and approve revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the Meeker Municipal Water District (P1). Revised amount of agreement will increase \$233,074 for a total amount of \$708,074

SEE ATTACHMENTS ON PAGES 28 - 38

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

- (g). Consider and approve revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the Meeker Municipal Water District (P2). Revised amount of agreement will decrease \$233,074 for a total amount of \$29,639.

SEE ATTACHMENTS ON PAGES 39 - 49

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

- (h). Consider and approve revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the City of Nome (P2). Revised amount of agreement will decrease \$48,937.50 for a total amount of \$1,113,562.50.

SEE ATTACHMENTS ON PAGES 50 - 60

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

- (i). Consider and approve revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the Cardinal Meadows Improvement District. Revised amount of agreement will increase \$161,877 for a total amount of \$560,750.

SEE ATTACHMENTS ON PAGES 61 - 71

*Notice of Meeting and Agenda*  
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**Motion by: Alfred**  
**Second by: Sinegal**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (j). Consider and approve revised agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the Nutrition Services for Seniors. Revised amount of agreement will increase \$92,495 for a total amount of \$267,495.

SEE ATTACHMENTS ON PAGES 72 - 83

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

- (k). Consider and approve budget transfer - Road & Bridge Pct 1 - additional cost for fuel tank replacement.

SEE ATTACHMENTS ON PAGES 84 - 84

111-0108-431-6014	BUILDINGS AND STRUCTURES	\$10,000.00	
111-0102-431-3099	MISCELLANEOUS SUPPLIES		\$10,000.00

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

## **CONSTABLE PRECINCT 6:**

- (a). Consider and possibly approve the hiring of James Locke, Jr. as a Reserve Deputy Constable with Constable Precinct 6 in accordance with Local Government Code (LGC) 86.011.

NO ATTACHMENTS

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

## **COUNTY COMMISSIONERS:**

- (a). Consider and possibly approve and authorize the County Judge to execute a Property Damage Release for 2021 Chevrolet Tahoe, owned by Jefferson County, that was involved in an accident on September 20, 2023. Property damage is being paid by Progressive Insurance in the amount of \$18,904.64 and the County will be retaining the vehicle.

SEE ATTACHMENTS ON PAGES 85 - 85

**Motion by: Sinegal**

**Second by: Arnold**

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

**Action: APPROVED**

- (b). Receive and file executed Amended Abatement Agreement between Jefferson County and Linde, Inc. for the new terminal reinvestment zone pursuant to Sec. 412.401 et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 86 - 104

**Motion by: Sinegal**

**Second by: Arnold**

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

**Action: APPROVED**

- (c). Consider, possibly approve and authorize the County Judge to execute the 2025 Request for Feral Hog Grant through the Texas A&M AgriLife Extension Service.

SEE ATTACHMENTS ON PAGES 105 - 113

**Motion by: Sinegal**

**Second by: Arnold**

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

**Action: APPROVED**

## **TAX OFFICE:**

- (a). Consider and approve an erroneous or overpayment property tax refund to Moe Patidaar in the amount of \$2,954.75 in accordance with Property Tax Code 31.11. Payment was made with a credit card through Certified Payments. Refund will be made by Certified Payments so that the taxpayer will also receive a refund of the convenience fees.

SEE ATTACHMENTS ON PAGES 114 - 118

*Notice of Meeting and Agenda*  
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**Motion by: Alfred**  
**Second by: Sinegal**  
**In Favor: Branick, Arnold, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (b). Consider and approve an erroneous or overpayment property tax refund to Greg Hobbs in the amount of \$7,399.52 in accordance with Property Tax Code 31.11. Payment was made with a credit card through Certified Payments. Refund will be made by Certified Payments so that the taxpayer will also receive a refund of the convenience fees.

SEE ATTACHMENTS ON PAGES 119 - 124

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

**OTHER BUSINESS:**

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

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

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

*Notice of Meeting and Agenda*  
*August 06, 2024*

**Special, August 06, 2024**

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 06, 2024.

**Attachment A****RFP 24-022/MR****Lease of Properties Acquired as a Result of Buy Out****Opening Date: Wednesday, June 12, 2024**

<b>Item No.</b>	<b>Address</b>	<b>Legal Description</b>	<b>Lat.</b>	<b>Long.</b>	<b>Proposed Annual Lease Amount in Dollars</b>	<b>Proposer</b>
13	11224 Oak Lane Beaumont, TX 77705	20 2 Country Road Est Sect 2 Abstract 014853	29.91789	-94.09526	\$25.00	Madison Koller 11152 Oak Ln. Beaumont, TX 77705 432-813-4736 mkoller618@gmail.com
19	11200 Oak Lane Beaumont, TX 77705	2 2 All 18 2 Tr 2 & All Of 19 2 Country Road Est Sect 2 Abstract 014853	29.91824	-94.09513	\$25.00	Madison Koller 11152 Oak Ln. Beaumont, TX 77705 432-813-4736 mkoller618@gmail.com
32	11519 Sweetgum Lane Beaumont, TX 77705	Lot 12, Block 4 Country Road Estates Section 1 Abstract 014852	29.91692	-94.0945	\$20.00	Chad Melancon 11555 Sweetgum Lane Beaumont, TX 77705 409-782-8673 cmelancon@gmail.com
39	18233 Big Hill Road Winnie, TX 77665	Pt Tract 26509 L Hamshire .48 Acres Abstract 300509, Pt Tract 26509 L Hamshire 10.00 Acres Abstract 300509	29.82147	-94.23495	\$50.00	Michael Hanna 9429 FM 365 Beaumont, TX 77705 409-548-5035 michael.hanna82@yahoo.com
40	18235 Highway 73 Beaumont, TX 77705	Part Tract 24509 L Hamshire 1.000 Section 198-B Abstract 300509 & Part Tract 24 509 L Hamshire 10.110Sec 198-Babstract 300509 (Restricted to Recreational Use Only)	29.82414	-94.2336	\$50.00	Michael Hanna 9429 FM 365 Beaumont, TX 77705 409-548-5035 michael.hanna82@yahoo.com

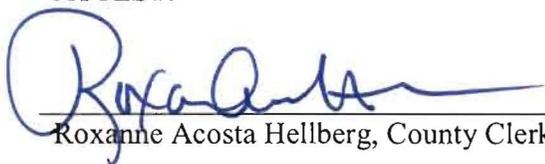
Item No.	Address	Legal Description	Lat.	Long.	Proposed Annual Lease Amount in Dollars	Proposer
41	611 Hillebrandt Acres Beaumont, TX 77705	Hillebrandt Acres Lot 11 Block 6 Abst 26 M Grange Tract 74 .649, Abstract 029250	29.93409	-94.11089	\$150.00	Darrell L. Faulk 3324 Terrace Dr. Nederland, TX 77627 409-728-7881
44	20615 Highway 73 Hamshire, TX 77622	Tract 49 53 B A Vacocu 2.000 Abstract 300053 Lot 49	29.82511	-94.23454	\$20.00	Kade Broussard 9767 Webb Rd. Hamshire, TX 77622 409-351-7775 kad.broussard@yahoo.com
45	17363 Boondocks Beaumont, TX 77705	Tract 34 4.808 Acres 747 J W Denny (Out To Boondocks Rd)	29.86798	-94.22271	\$30.00	Michael Hanna 9429 FM 365 Beaumont, TX 77705 409-548-5035 michael.hanna82@yahoo.com

**CONTRACT RENEWAL FOR IFB 22-041/MR  
RE-BID TERM CONTRACT FOR FIRE SPRINKLER, FIRE PUMP,  
KITCHEN HOOD SUPPRESSION AND HALON 1301 FIRE  
SUPPRESSION INSPECTION FOR JEFFERSON COUNTY**

The County entered into a contract with Advantage Interests, Inc. for one (1) year, from August 16, 2022 to August 15, 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 August 14, 2024 to August 13, 2025.

ATTEST:

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

JEFFERSON COUNTY, TEXAS

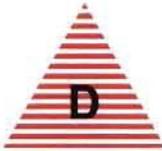
  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Advantage Interests, Inc.

  
\_\_\_\_\_

Director of Sales



# DANIELS

BUILDING & CONSTRUCTION, INC.

P.O. BOX 20878 - BEAUMONT, TEXAS 77720-0878 - PHONE (409) 838-3006 - FAX (409) 838-9006

July 30, 2024

Roxanne Acosta-Hellberg  
Jefferson County Clerk  
1085 Pearl Street  
Beaumont, TX 77701

Re: Region V JOC ESC 20200905 Election Storage Remodel

JOC 24-046/MR

Mrs. Acosta-Helberg,

Per your request, we are pleased to provide you with a proposal to add one wall and door and demolish another with associated electrical work.

**Scope of work as follows:**

- Remove approximately 49' of wall.
- Build and install beam support and columns as required.
- Install new insulated overhead door in original location as an Alternate.
- Install one demising wall with pre-hung door.
- Install new 4-0 X 7-0 door to the outside with 5' X 5' landing pad and ramp.
- Collate existing electrical drops on demolished wall to new columns (2 per).
- Add 4 electrical reels down the center of existing open area.
- Paint only the New walls.
- Install 5'X5' Concrete Landing and ramp.

Demolition/Carpentry/Painting/Doors:	\$19,798.00
Electrical:	\$ 7,994.00
Concrete:	<u>\$ 3,522.00</u>

**Total price:** **\$31,316.00**

**Alternate to install new overhead where old was, ADD to Base Bid:** **\$15,177.00**

**Exclusions:**

- Painting of existing finishes. Fire Alarm, HVAC, & Permits
- Dumpsters.
- Overtime.

Thank you for the opportunity to quote this work to you, if you have any questions please contact me. The above pricing is good for 30 days from the date of quote.

Sincerely,



**Tony Goss**  
Project Manager

Cell: 409-284-2010  
Phone: 409-838-0006

2898 W. Cedar Street  
Beaumont, TX 77702

[www.danielsinc.com](http://www.danielsinc.com)



**JEFFERSON COUNTY, TEXAS**

**Jeff Branick, County Judge**

ATTEST  
DATE

*[Handwritten Signature]*  
8/8/24

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** JEFFERSON COUNTY AUDITORS OFFICE, RS PATIN  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** 7/26/2024

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The following budget transfer for additional cost of pauper attorney fees.

120-2052-412-5072	Pauper Attorney Fees	27,000.00
120-2052-412-1007	Court Reporter	27,000.00

**Jefferson County  
Precinct #3**

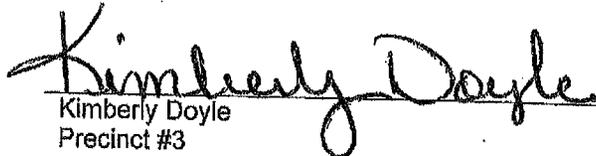
# Memo

To: Rebekah Patin  
From: Kimberly Doyle  
CC: Micheal Singal Jeffery Collins  
Date: Budget Transfer  
Re: July 30, 2024

Please move \$8000.00 From 113-0309-431-601<sup>11</sup>~~8~~ Road Machinery  
and put in to 113-0309-431-6018 Power tools & Appliances  
to cover the extra cost electric & the truck lift Totaling \$32,632.64  
that's if Misty sent the tax exempt certificate to Mr. David Howgard .

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

Thank You

  
Kimberly Doyle  
Precinct #3



## Sales Quote

EST31988

## Best Buy Auto Equipment

42660 Rio Nedo  
Temecula CA 92590  
United States  
(800) 647-7883

Acct. No.	Date
163232	7/29/2024

Bill To	Phone Number: (409) 713-2851	Ship To	Phone Number: (409) 713-2851
Jefferson county #3 road and bridge kimberly doyle 5700 jade ave Port Arthur TX 77640 United States		Jefferson county #3 road and bridge kimberly doyle 5700 jade ave Port Arthur TX 77640 United States	

Terms	PO #	Sales Rep	Reference #	Shipping Code (2)
Check		David Howgard		

Qty	Item	Description	Price	Amount	Tax R...
1	BendPakHDS-27X	BendPak HDS-27X ALI Heavy-Duty Extended 4 Post Car Lift 27,000 lb. - New Gray	24,817.64	24,817.64	0.0%
1	LIFT-INSTALL	**Installation DOES NOT INCLUDE electrical, air or ANY permits,** - Lift Installation DOES NOT COVER any additional labor costs that may result from a product defect. - The CUSTOMER is responsible for ALL SITE CONDITIONS to be suitable for lift installation. ADDITIONAL FEES WILL APPLY if there are site delays or a return trip is needed.	2,500.00	2,500.00	0.0%
Subtotal				27,317.64	
Shipping Cost (Free Shipping)				0.00	
Total				\$27,317.64	

**Lift Certifications - ALI**  
Please note that some local government agencies require lifts to be ALI Certified. It is the customer's responsibility to research these requirements PRIOR TO ORDERING and select equipment that meets those requirements, if necessary.

**Shipments Disclaimer**  
\*\*Best Buy Automotive Equipment does not guarantee ANY delivery dates\*\*  
- Always Sign For "Possible Hidden Damage", Given That Damage is Often Concealed.  
- Please ensure you fully inspect the equipment for damage before you sign and before the driver leaves. If there is damage, the best procedure is to refuse the shipment, in which case, our factory will automatically issue a credit, and we can then re-order. If there is damage and you do not want to refuse the equipment, you will be responsible for ordering/paying for replacement parts, and filing a freight claim with the carrier  
- Additionally, Freight Charge is Subject to Increase If:  
1- The driver is made to wait over 30 minutes  
2- You do not keep your appointment with the freight company  
3- After completion of purchase, you add extra delivery services including but not limited to: Liftgate, Inside Delivery, Etc.  
You will be billed for these charges.  
- Missing components must be reported within 72 hours.

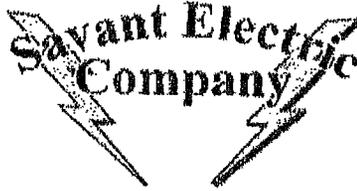
**General Disclaimer**  
The purchaser, and/or lessee, agrees that title to merchandise listed herewith shall remain with BEST BUY AUTO EQUIPMENT, INC. until the purchase price has been paid in full; purchaser, and/or lessee agrees to permit removal of said merchandise if the terms and conditions of this agreement have not been met. Purchaser agrees that a late charge of 3% of balance per day will be assessed if payment is not made within terms. Purchaser agrees to release the equipment immediately to BEST BUY AUTO EQUIPMENT, INC. if delinquency of payment extends longer than 30 days without exception. A 20% restocking fee will be enforced. Purchaser agrees to pay all reasonable expenses and attorney fees incurred by Seller in connection with any repossession or sale of the property, or otherwise incurred by reason of Buyer's Default as permitted by law. Time is of the essence in this agreement. The terms and conditions of this agreement are subject to approval of BEST BUY AUTO EQUIPMENT, INC. Purchaser understands that seller is a manufacturer's distributor and therefore all claims against the merchandise are covered under manufacturer's warranty and/or terms and condition of sale. This is a legal and binding agreement upon approval by BEST BUY AUTO EQUIPMENT, INC.

**Returns Disclaimer**  
1. Returns must be authorized prior to return. An RMA # will be issued upon return authorization. The returned merchandise must be new, complete and in its original packaging.  
2. You will be charged the total cost of shipping the item to you and the cost of shipping the item back to Best Buy Automotive Equipment. Note: Free shipping items are not exempt from this two-way shipping cost applied to returned items.  
3. Restocking charge will be calculated at 20% of purchased product price for all returned items.  
4. The return must be made within 30 days of invoice date.  
5. Please include a copy of your original invoice with your return.  
6. Securely pack the product and send it with shipping and insurance charges prepaid to the shipping location determined by Best Buy Automotive Equipment.

# Savant Electric Company

*Small enough to know you, large enough to serve you!*

17903 Hwy 124  
 Beaumont, Tx 77705  
 Phone: (409) 790-2052



Bill To:

PRECINCT 3 - JEFFREY C  
 5700 JADE AVENUE  
 PORT ARTHUR, TX

(713) 261-3882

DATE May 29, 2024

**GENERAC**

AUTHORIZED DEALER

**SALES | SERVICE | INSTALLATION**

Prepared by: Richard Savant  
 Dealer ID: 11132891  
 TECL# 26698

REGION 6 CO-OP MEMBER

This bid price is good for 30 days

Scope		
Replace Utility Pole at Rear of Property with 200amp Overhead Pole		
Install Underground Conduit to New Truck Lift		
Install 30amp 220volt Circuit to Lift Motor		
<b>ALL MATERIALS &amp; LABOR INCLUDED TO COMPLETE SCOPE OF WORK</b>		
		<b>\$5,315.00</b>

Jefferson County



Precinct Four

Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

## MEMO

TO: Ms. Rebekah Patin, Auditing  
FROM: Commissioner Everette Alfred  
DATE: July 30, 2024  
RE: **Transfer Funds – Out of Series**

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Please make the following transfer as indicated. Thank you.

Transfer **\$2,000** from account # 114-0402-431.30-16 (Chemicals, Sprays, Etc.) into account # 114-0405-431.40-09 (Buildings and Grounds) for additional cost of building maintenance.

EA/nr

NAME	AMOUNT	CHECK NO. 20	TOTAL
JURY FUND			
CHAPMAN VENDING	443.18	519937	443.18**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	1,232.43	519786	
ACE IMAGEWEAR	57.66	519830	
VULCAN MATERIALS CO.	220,707.05	519838	
SOUTHERN TIRE MART, LLC	147.00	519841	
DEPARTMENT OF INFORMATION RESOURCES	.01	519844	
ADVANCE AUTO PARTS	216.33	519895	
PATHMARK TRAFFIC EQUIPMENT, LLC	149.70	519943	
ODP BUSINESS SOLUTIONS, LLC	56.32	519948	222,566.50**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	3,939.66	519786	
CITY OF NEDERLAND	103.57	519796	
CARY ERICKSON	872.27	519800	
ENTERGY	222.10	519809	
SETZER HARDWARE, INC.	36.89	519829	
ACE IMAGEWEAR	39.84	519830	
TRI-CITY FASTENER & SUPPLY	57.80	519835	
BUMPER TO BUMPER	278.84	519871	
NEW WAVE WELDING TECHNOLOGY	12.00	519881	
RC SERVICE	186.73	519896	
AMAZON CAPITAL SERVICES	99.00	519955	5,848.70**
ROAD & BRIDGE PCT. # 3			
PHILPOTT MOTORS, INC.	3,138.71	519823	
S.E. TEXAS BUILDING SERVICE	162.50	519831	
AT&T	101.50	519832	
US POSTAL SERVICE	489.60	519863	
TEXAS GAS SERVICE	200.06	519866	
BEAUMONT FREIGHTLINER WESTERN STAR	1,186.29	519872	
SAM'S CLUB DIRECT	410.95	519892	
GULF COAST	14,446.35	519928	
GERALD T PELTIER JR	200.00	519929	
MUNRO'S UNIFORM SERVICES, LLC	23.95	519950	20,359.91**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - WATER DEPT.	24.21	519794	
ENTERGY	1,401.99	519809	
M&D SUPPLY	445.14	519820	
JASON'S DELI	4,546.50	519845	
UNITED STATES POSTAL SERVICE	2.07	519858	
ALL SERV INDUSTRIAL LLC	89.58	519882	
ON TIME TIRE	158.99	519889	
ASCO	182.03	519898	
US MOWER	749.23	519900	
O'REILLY AUTO PARTS	151.40	519918	
GULF COAST	820.80	519928	
WASHINGTON COUNTY TRACTOR, INC	128.00	519939	
DOGGETT FORD OF BEAUMONT	3,356.53	519960	12,056.47**
ENGINEERING FUND			
DELL MARKETING L.P.	3,525.50	519798	
ALLTERRA CENTRAL, INC.	1,447.07	519923	
ODP BUSINESS SOLUTIONS, LLC	194.92	519948	5,167.49**
PARKS & RECREATION			
BEAUMONT TRACTOR COMPANY	165.43	519790	
ENTERGY	290.20	519809	
METAL-MART	88.71	519822	
LOWE'S HOME CENTERS, INC.	376.20	519865	
SAM'S CLUB DIRECT	280.86	519892	
RICHARD SAVANT	478.80	519931	
PARKER'S BUILDING SUPPLY	93.35	519954	

NAME	AMOUNT	CHECK NO.	TOTAL
AMAZON CAPITAL SERVICES	111.49	519955	1,885.04**
GENERAL FUND			
JEFFERSON CTY. CLERK	1,693.21	519784	1,693.21*
TAX OFFICE			
DEPARTMENT OF INFORMATION RESOURCES	.44	519844	
UNITED STATES POSTAL SERVICE	417.41	519858	
CUMMINS-ALLISON CORP	241.39	519893	
TEXAS A&M AGRILIFE EXTENSION SERVIC	30.00	519909	
ODP BUSINESS SOLUTIONS, LLC	1,293.62	519948	1,982.86*
COUNTY HUMAN RESOURCES			
CASH ADVANCE ACCOUNT	1,081.41	519815	
ODP BUSINESS SOLUTIONS, LLC	176.48	519948	1,257.89*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	3.04	519858	3.04*
COUNTY CLERK			
TEXAS ASSOCIATION OF COUNTIES	150.00	519833	
UNITED STATES POSTAL SERVICE	351.31	519858	
SIERRA SPRING WATER CO. - BT	70.98	519859	
REXEL USA INC	199.33	519916	771.62*
COUNTY JUDGE			
JEFFERSON CTY. BAR ASSOCIATION	240.00	519812	
UNITED STATES POSTAL SERVICE	14.08	519858	254.08*
RISK MANAGEMENT			
KIRKSEY'S SPRINT PRINTING	24.95	519817	
UNITED STATES POSTAL SERVICE	3.60	519858	
ODP BUSINESS SOLUTIONS, LLC	360.55	519948	
AMAZON CAPITAL SERVICES	758.80	519955	1,147.90*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	402.50	519858	
AUTOMATED BUSINESS SYSTEMS	795.00	519873	1,197.50*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	6.16	519858	6.16*
GENERAL SERVICES			
GARTH HOUSE	70,000.00	519806	
CASH ADVANCE ACCOUNT	30.00	519815	
LJA ENGINEERING INC	916.16	519890	
FIBERLIGHT LLC	2,009.00	519934	72,955.16*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	63.74	519842	63.74*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	450.25	519858	
AMG PRINTING & MAILING LLC	5,600.00	519914	
ODP BUSINESS SOLUTIONS, LLC	638.68	519948	6,688.93*
ELECTIONS DEPARTMENT			
DEPARTMENT OF INFORMATION RESOURCES	.03	519844	

NAME	AMOUNT	CHECK NO.	TOTAL
SIERRA SPRING WATER CO. - BT DISTRICT ATTORNEY	47.96	519859	47.99*
UNITED STATES POSTAL SERVICE HALEY SIMMONS DISTRICT CLERK	152.22 1,675.43	519858 519967	1,827.65*
UNITED STATES POSTAL SERVICE ODP BUSINESS SOLUTIONS, LLC CRIMINAL DISTRICT COURT	236.00 93.47	519858 519948	329.47*
EDWARD B. GRIPON, M.D., P.A. 58TH DISTRICT COURT	2,385.00	519807	2,385.00*
JEFFERSON CTY. BAR ASSOCIATION 60TH DISTRICT COURT	165.00	519813	165.00*
UNITED STATES POSTAL SERVICE 136TH DISTRICT COURT	.69	519858	.69*
AMAZON CAPITAL SERVICES 252ND DISTRICT COURT	51.60	519955	51.60*
EDWARD B. GRIPON, M.D., P.A. WENDELL RADFORD NATHAN REYNOLDS, JR. UNITED STATES POSTAL SERVICE JOEL WEBB VAZQUEZ M.K. HAMZA, PHD, P.A. 279TH DISTRICT COURT	3,780.00 1,625.00 900.00 1.38 800.00 1,600.00	519807 519826 519827 519858 519870 519894	8,706.38*
TONYA CONNELL TOUPS WILLIAM FORD DISHMAN JULLIANA REYES ALICIA K HALL PLLC SHELANDER LAW OFFICE 317TH DISTRICT COURT	110.00 1,100.00 1,485.00 990.00 1,100.00	519877 519902 519917 519932 519938	4,785.00*
MARVA PROVO DONEANE E. BECKCOM WILLIAM FORD DISHMAN MATUSKA LAW FIRM JENNIFER DELAGE JULLIANA REYES SHELANDER LAW OFFICE JUSTICE COURT-PCT 1 PL 1	325.00 220.00 770.00 325.00 220.00 616.00 550.00	519825 519864 519902 519905 519910 519917 519938	3,026.00*
UNITED STATES POSTAL SERVICE THOMSON REUTERS-WEST JUSTICE COURT-PCT 1 PL 2	65.29 137.38	519858 519899	202.67*
CASH ADVANCE ACCOUNT UNITED STATES POSTAL SERVICE JUSTICE COURT-PCT 2	558.97 52.59	519815 519858	611.56*
THOMSON REUTERS-WEST ODP BUSINESS SOLUTIONS, LLC JUSTICE COURT-PCT 4	137.38 106.85	519899 519948	244.23*
DEPARTMENT OF INFORMATION RESOURCES JUSTICE COURT-PCT 6	.16	519844	.16*

NAME	AMOUNT	CHECK NO. 23	TOTAL
UNITED STATES POSTAL SERVICE	77.30	519858	
ODP BUSINESS SOLUTIONS, LLC	313.51	519948	390.81*
JUSTICE COURT-PCT 7			
AT&T	46.93	519832	
DEPARTMENT OF INFORMATION RESOURCES	.08	519844	47.01*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	9.25	519858	
SIERRA SPRING WATER CO. - BT	85.95	519860	95.20*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	250.00	519785	
DAVID GROVE	750.00	519787	
JACK LAWRENCE	250.00	519788	
DONALD BOUDREAU	500.00	519791	
A. MARK FAGGARD	800.00	519801	
JOHN EUGENE MACEY	600.00	519821	
NATHAN REYNOLDS, JR.	250.00	519827	
CHARLES ROJAS	250.00	519843	
UNITED STATES POSTAL SERVICE	8.28	519858	
JOEL WEBB VAZQUEZ	250.00	519870	
MATUSKA LAW FIRM	250.00	519905	
JARED GILTHORPE	250.00	519906	
LAW OFFICE OF GILES R COLE & ASSOC	650.00	519936	
RAEGAN MINALDI	250.00	519968	5,308.28*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	350.00	519785	
THOMAS J. BURBANK PC	250.00	519792	
A. MARK FAGGARD	350.00	519801	
UNITED STATES POSTAL SERVICE	2.76	519858	
RAEGAN MINALDI	400.00	519968	1,352.76*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.07	519858	
LAWRENCE E THORNE III	4,698.92	519884	4,700.99*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	10.35	519858	10.35*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	33.21	519796	
FED EX	11.63	519803	
FED EX	177.36	519804	
CASH ADVANCE ACCOUNT	334.82	519815	
ULINE SHIPPING SUPPLY SPECIALI	435.02	519836	
DEPARTMENT OF INFORMATION RESOURCES	537.28	519844	
VERIZON WIRELESS	3,419.10	519855	
UNITED STATES POSTAL SERVICE	2,056.38	519858	
THIRD COAST TINT	235.00	519878	
THOMSON REUTERS-WEST	558.18	519899	
GALLS LLC	10,940.00	519908	
M&R FLEET SERVICES, INC.	490.92	519919	
COTTON CARGO	360.00	519927	
ODP BUSINESS SOLUTIONS, LLC	1,520.82	519948	
BEAUMONT OCCUPATIONAL SERVICES	535.70	519956	21,645.42*
CRIME LABORATORY			
FISHER SCIENTIFIC	23.53	519805	
VERIZON WIRELESS	37.99	519854	61.52*
JAIL - NO. 2			
BOB BARKER CO., INC.	1,669.49	519789	

NAME	AMOUNT	CHECK NO. 24	TOTAL
JACK BROOKS REGIONAL AIRPORT	606.02	519814	
ADVANTAGE SECURITY INTEGRATION LTD	7,620.00	519874	
ENTERPRISE RENT-A-CAR	2,093.29	519880	
CONSTELLATION NEWENERGY - GAS DIVIS	1,289.29	519897	
GALLS LLC	277.50	519908	
ODP BUSINESS SOLUTIONS, LLC	499.64	519948	14,055.23*
JUVENILE PROBATION DEPT.			
FED EX	92.45	519802	
CASH ADVANCE ACCOUNT	2,085.21	519815	
ODP BUSINESS SOLUTIONS, LLC	190.95	519948	2,368.61*
JUVENILE DETENTION HOME			
SANITARY SUPPLY, INC.	959.50	519828	
WARREN EQUIPMENT CO.	298.56	519839	
ADVANTAGE SECURITY INTEGRATION LTD	4,960.90	519874	
ODP BUSINESS SOLUTIONS, LLC	108.17	519948	
FLOWERS BAKING COMPANY OF HOUSTON	43.17	519952	6,370.30*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	101.69	519858	101.69*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	19.32	519858	
ODP BUSINESS SOLUTIONS, LLC	215.13	519948	234.45*
CONSTABLE PCT. 7			
AT&T	47.04	519832	47.04*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	12,250.00	519883	12,250.00*
AGRICULTURE EXTENSION SVC			
CASH ADVANCE ACCOUNT	319.98	519815	
M&D SUPPLY	52.71	519820	
TYLER FITZGERALD	491.01	519922	863.70*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	900.00	519797	
UNITED STATES POSTAL SERVICE	62.42	519858	
SIERRA SPRING WATER CO. - BT	16.98	519861	
ODP BUSINESS SOLUTIONS, LLC	156.40	519948	
MUNRO'S UNIFORM SERVICES, LLC	33.33	519951	1,169.13*
HEALTH AND WELFARE NO. 2			
ENERGY	70.00	519810	
AT&T	46.93	519832	
SIERRA SPRING WATER CO. - BT	40.46	519862	
CHARTER COMMUNICATIONS	194.84	519945	352.23*
NURSE PRACTITIONER			
ODP BUSINESS SOLUTIONS, LLC	301.06	519948	
TRACY TANTILLO	124.00	519962	425.06*
ENVIRONMENTAL CONTROL			
AT&T	46.81	519832	
TEXAS ENVIRONMENTAL HEALTH ASSN.	150.00	519834	196.81*
INDIGENT MEDICAL SERVICES			
BEAUMONT FREIGHTLINER WESTERN STAR	1,284.25	519872	
CARDINAL HEALTH 110 INC	43,091.81	519901	

NAME	AMOUNT	CHECK NO. 25	TOTAL
CORLISS R RANDLE	600.00	519924	
MICHAEL BARNES	1,800.00	519941	
AMAZON CAPITAL SERVICES	31.85	519955	
OUTCOMES OPERATING INC	129.78	519964	
THUY LE	1,200.00	519970	
			48,137.69*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	5,118.15	519794	
CITY OF BEAUMONT - WATER DEPT.	13,255.16	519795	
ENTERGY	42,549.42	519809	
SANITARY SUPPLY, INC.	1,299.36	519828	
ACE IMAGEWEAR	271.62	519830	
AT&T	420.40	519832	
WARREN EQUIPMENT CO.	115.23	519839	
DEPARTMENT OF INFORMATION RESOURCES	2.13	519844	
AI FILTER SERVICE COMPANY	732.70	519887	
UNITED REFRIGERATION INC	56.72	519933	
			63,820.89*
MAINTENANCE-PORT ARTHUR			
JOHNSON CONTROLS, INC.	1,655.00	519816	
SANITARY SUPPLY, INC.	103.60	519828	
AT&T	572.22	519832	
SUNBELT RENTALS	308.71	519867	
AMAZON CAPITAL SERVICES	53.80	519955	
			2,693.33*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	99.63	519796	
ENTERGY	469.30	519809	
SANITARY SUPPLY, INC.	237.03	519828	
ACE IMAGEWEAR	60.39	519830	
			866.35*
SERVICE CENTER			
SPIDLE & SPIDLE	10,570.52	519786	
CHUCK'S WRECKER SERVICE	125.00	519793	
J.K. CHEVROLET CO.	4,267.04	519811	
PHILPOTT MOTORS, INC.	124.56	519823	
JEFFERSON CTY. TAX OFFICE	7.50	519846	
JEFFERSON CTY. TAX OFFICE	7.50	519847	
JEFFERSON CTY. TAX OFFICE	7.50	519848	
JEFFERSON CTY. TAX OFFICE	7.50	519849	
JEFFERSON CTY. TAX OFFICE	7.50	519850	
JEFFERSON CTY. TAX OFFICE	22.00	519851	
JEFFERSON CTY. TAX OFFICE	228.25	519852	
JEFFERSON CTY. TAX OFFICE	7.50	519853	
PETROLEUM SOLUTIONS, INC.	207.50	519869	
BUMPER TO BUMPER	254.30	519871	
MIGHTY OF SOUTHEAST TEXAS	379.24	519886	
ADVANCE AUTO PARTS	20.09	519895	
MIDNIGHT AUTO	99.95	519911	
			16,343.45*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	2.04	519858	
			2.04*
			314,315.83**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	64.33	519796	
JACK BROOKS REGIONAL AIRPORT	208.35	519814	
SANITARY SUPPLY, INC.	95.64	519828	
ACE IMAGEWEAR	74.42	519830	
UNITED PARCEL SERVICE	25.20	519837	
NUTRIEN AG SOLUTIONS, INC	13,168.80	519925	
CY-FAIR TIRE	39.95	519926	
CHARTER COMMUNICATIONS	88.43	519944	
			13,765.12**
LATERAL ROADS- PRECINCT 4			
GULF COAST	270.00	519928	
			270.00**
SECURITY FEE FUND			

NAME	AMOUNT	CHECK NO. <sup>26</sup>	TOTAL
ALLIED UNIVERSAL SECURITY SERVICES	10,295.82	519930	
AMAZON CAPITAL SERVICES	292.95	519955	
SAFE RESTRAINTS INC	1,639.12	519959	12,227.89**
CWPP /GAF ERIC PREV			
H2O PARTNERS	2,730.00	519963	2,730.00**
JUVENILE PROB & DET. FUND			
EDWARD B. GRIPON, M.D., P.A.	550.00	519807	550.00**
GRANT A STATE AID			
YOUTH ADVOCATE PROGRAMS INC	4,795.00	519876	4,795.00**
COMMUNITY SUPERVISION FND			
DELL MARKETING L.P.	2,157.48	519798	
UNITED STATES POSTAL SERVICE	61.43	519858	
TND WORKWEAR CO LLC	1,659.00	519912	
ODP BUSINESS SOLUTIONS, LLC	329.73	519948	4,207.64**
LAW OFFICER TRAINING GRT			
TEXAS COMMISSION ON LAW ENFORCEMENT	550.00	519879	550.00**
COUNTY CLERK - RECORD MGT			
CDW COMPUTER CENTERS, INC.	2,146.33	519842	2,146.33**
COUNTY CLK RECORDS ARCHIV			
ULINE SHIPPING SUPPLY SPECIALI	1,529.19	519836	
KOFILE TECHNOLOGIES INC	134,974.52	519888	136,503.71**
HOTEL OCCUPANCY TAX FUND			
DEPARTMENT OF INFORMATION RESOURCES	1.45	519844	
FORD PARK	23,000.00	519868	
FERGUSON ENTERPRISES INC	68.92	519913	
CHAPMAN VENDING	182.66	519937	
MUNRO'S UNIFORM SERVICES, LLC	58.54	519950	
AMAZON CAPITAL SERVICES	89.99	519955	23,401.56**
CRIME LAB FUNDING CJD			
CASH ADVANCE ACCOUNT	1,422.00	519815	
AIRGAS USA, LLC	339.25	519920	1,761.25**
CAPITAL PROJECTS FUND			
TIM RICHARDSON	27,000.00	519903	27,000.00**
AIRPORT FUND			
ACE GLASS & MIRROR, INC.	150.00	519783	
BEAUMONT TRACTOR COMPANY	7.28	519790	
CITY OF NEDERLAND	285.30	519796	
EASTEX RUBBER & GASKET	34.58	519799	
JOHNSON CONTROLS, INC.	4,747.11	519816	
LOUIS' YAZOO SALES & SERVICE, LLC	349.95	519819	
WORTH HYDROCHEM OF THE GULF COAST	180.00	519840	
LOWE'S HOME CENTERS, INC.	298.09	519865	
ADVANCE AUTO PARTS	116.17	519895	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	223.99	519904	
TITAN AVIATION FUELS	137,888.25	519921	
JM TEST SYSTEMS INC	396.00	519935	
ODP BUSINESS SOLUTIONS, LLC	310.20	519948	
MUNRO'S UNIFORM SERVICES, LLC	92.08	519950	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	400.31	519953	
AMAZON CAPITAL SERVICES	33.98	519955	
PSX INC	1,637.40	519965	147,150.69**
AIRPORT IMPROVE. GRANTS			

NAME	AMOUNT	CHECK NO. 27	TOTAL
APPLIED PAVEMENT TECHNOLOGY, INC.	2,113.95	519942	
ELITE CONTRACTORS AND EQUIPMENT LTD	276,652.10	519961	
			278,766.05**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	144,809.13	519915	
SETEC FUND			144,809.13**
KOMMERCIAL KITCHENS	9,048.16	519818	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,649.63	519891	
			10,697.79**
SHERIFF'S FORFEITURE FUND			
DISH NETWORK	212.84	519875	
PAYROLL FUND			212.84**
JEFFERSON CTY. - FLEXIBLE SPENDING	17,563.97	519766	
CLEAT	4,876.00	519767	
JEFFERSON CTY. TREASURER	13,173.02	519768	
INTERNAL REVENUE SERVICE	6,208.00	519769	
JEFFERSON CTY. COMMUNITY SUP.	6,331.93	519770	
JEFFERSON CTY. TREASURER - HEALTH	557,022.68	519771	
JEFFERSON CTY. TREASURER - GENERAL	10.00	519772	
JEFFERSON CTY. TREASURER - PAYROLL	2,094,681.88	519773	
JEFFERSON CTY. TREASURER - PAYROLL	704,431.98	519774	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,120.36	519775	
JEFFERSON CTY. TREASURER - TCDRS	833,192.77	519776	
JEFFERSON COUNTY TREASURER	3,933.87	519777	
JEFFERSON COUNTY - TREASURER -	10,308.04	519778	
NECHES FEDERAL CREDIT UNION	30,492.43	519779	
JEFFERSON COUNTY - NATIONWIDE	56,182.73	519780	
ALLSTATE BENEFITS	6,546.60	519781	
CHUBB	6,337.69	519782	
			4,348,413.95**
JUSTICE COURT SUPPORT FND			
POSTMASTER	185.00	519824	
LANGUAGE ACCESS FUND			185.00**
ANITA U SEPEDA	100.00	519885	
RUBEN ZAPATA	400.00	519957	
			500.00**
ARPA CORONAVIRUS RECOVERY			
LEGACY COMMUNITY DEVELOPMENT CORP	16,409.00	519949	
BURNS ARCHITECTURE LLC	120,070.80	519958	
BRAVE/ARCHITECTURE INC	73,177.80	519966	
ATLAS TECHNICAL CONSULTANTS LLC	3,795.00	519969	
			213,452.60**
J C ASSISTANCE DISTRICT 4			
ENTERGY	10.54	519809	
GLO DISASTER RECOVERY			10.54**
FREESE AND NICHOLS, INC	1,016.03	519940	
MARINE DIVISION			1,016.03**
CITY OF NEDERLAND	23.40	519796	
GALLS LLC	181.72	519908	
			205.12**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	519856	
			114.39**
			5,958,085.75***

**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT  
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Meeker Municipal Water District (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

**WHEREAS**, the County has received SLFRF funds from Treasury under ARPA; and

**WHEREAS**, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

**WHEREAS**, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

**WHEREAS**, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

**WHEREAS**, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 708,074.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds; and

**WHEREAS**, this Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the County and the Subrecipient regarding the SLFRF funds.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

**1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS**

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the

scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

## 2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

## 3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

#### **4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS**

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

#### **5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

#### **6. RETURN OF FUNDS; RECOUPMENT**

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

#### **7. FAILURE TO PERFORM**

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

## 8. TERMINATION

A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this

Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

## 9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

## 10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

## 11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas  
 Judge Jeff Branick – County Judge  
 1149 Pearl 4th Floor  
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Meeker Municipal Water District  
 Billy Kinney, Board President  
 807 N Meeker Road  
 Beaumont Texas 77713-3151

meekerwater08@att.net

## 12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

### **13. FURTHER ASSURANCE**

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

### **14. ASSIGNMENT**

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

### **15. AMENDMENTS**

This Agreement cannot be amended or modified except in writing, signed by both Parties.

### **16. VENUE AND CHOICE OF LAW**

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

### **17. SEVERABILITY**

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

### **18. INTEGRATED DOCUMENT**

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

**19. NO THIRD-PARTY BENEFICIARY**

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

**20. HEADINGS**

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

**21. AUTHORITY TO SIGN**

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

**JEFFERSON COUNTY, TEXAS**

  
\_\_\_\_\_  
Jeff Braubick  
County Judge  
Jefferson County, Texas

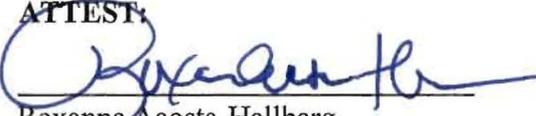
8/6/2024  
\_\_\_\_\_  
Date

**SUBRECIPIENT**

\_\_\_\_\_  
Billy Kinney  
Board President  
Meeker Municipal Water District

\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_  
Roxanne Acosta-Hellberg  
County Clerk  
Jefferson County, Texas

8/8/2024  
\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Charlie Adams  
Operator, Utility Innovations  
Meeker Municipal Water District

\_\_\_\_\_  
Date



**EXHIBIT A**

**Project Information and Approved Work**

### EXHIBIT A

## Subrecipient Project Information and Approved Work

**Subrecipient Entity Name**

Meeker Municipal Water District

**Subrecipient Mailing Address**

807 N Meeker Road  
Beaumont Texas 77713-3151

**Subrecipient Primary Contact**

Name: Billy Kinney

Title: Board President

Email: meekerwater08@att.net

Phone #: 409-781-1008

**Subrecipient Secondary Contact**

Name: Charlie Adams

Title: Operator, Utility Innovations

Email: utilityinnovations@gmail.com

Phone #: 409-782-4588

**Subrecipient Unique Entity Identifier**

ZR5CTDECT2V5

**SLFRF Subaward Amount**

\$ 708,074.00

**Project Name**

Well #3 Improvements

**Project Physical Address**

10325 Tram Road  
Beaumont, Texas 77713

**Project Description**

At well #3, build elevated steel platform and metal building to house critical components such as generator, booster pumps, valves, piping, electrical equipment, disinfection equipment and testing equipment.

**Project Goals / Intended Outcomes**

Establish system resiliency to maintain safe levels of potable water throughout the distribution system despite challenges caused by flooding, or other disasters or circumstances .

**Approved Activities / Scope of Work**

1. Preliminary & Detailed Engineering Design Services
2. Project Management & Administration
3. Construction Administration & Inspection
4. Permitting and Fees
5. Site Work Contract
6. General Construction Contract
- 7.
- 8.
- 9.
- 10.



Jefferson County Approval & Date

*[Signature]*  
8/12/2024

Subrecipient Signature & Date

*[Signature]*  
8/18/2024

## **EXHIBIT B**

### **SLFRF REPORTING REQUIREMENTS**

#### **A. Applicable Statutes, Rules, and Guidance**

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

#### **B. Important Concepts**

##### **Recipients, Subrecipients, Subawards, and Projects**

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

##### **Eligible Costs Timeframe**

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

##### **Obligations**

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

## **Expenditures**

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

## **C. Required Information for Project and Expenditure Reports**

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

## **D. Civil Rights Compliance**

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT  
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Meeker Municipal Water District (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

**WHEREAS**, the County has received SLFRF funds from Treasury under ARPA; and

**WHEREAS**, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

**WHEREAS**, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

**WHEREAS**, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

**WHEREAS**, the County has awarded the Subrecipient SLFRF funds, representing 75% of the Exhibit A project cost (the "Award"), in the amount of \$ 29,639.00, subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds. The remaining 25% of the project cost will be paid by the Subrecipient.

**WHEREAS**, this Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the County and the Subrecipient regarding the SLFRF funds.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

**1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS**

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause

the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

## 2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

## 3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the

Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

#### **4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS**

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
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#### **5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

#### **6. RETURN OF FUNDS; RECOUPMENT**

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

#### **7. FAILURE TO PERFORM**

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

## 8. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
  1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
  2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
  3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this

Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

## 9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

## 10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

## 11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas  
 Judge Jeff Branick – County Judge  
 1149 Pearl 4th Floor  
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Meeker Municipal Water District  
 Billy Kinney, Board President  
 807 N Meeker Road  
 Beaumont Texas 77713-3151

meekerwater08@att.net

## 12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

### **13. FURTHER ASSURANCE**

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

### **14. ASSIGNMENT**

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

### **15. AMENDMENTS**

This Agreement cannot be amended or modified except in writing, signed by both Parties.

### **16. VENUE AND CHOICE OF LAW**

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

### **17. SEVERABILITY**

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

### **18. INTEGRATED DOCUMENT**

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

**19. NO THIRD-PARTY BENEFICIARY**

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

**20. HEADINGS**

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

**21. AUTHORITY TO SIGN**

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

**JEFFERSON COUNTY, TEXAS**

*J. Brannick*

Jeff Brannick  
County Judge  
Jefferson County, Texas

*8.6.24*

Date

**SUBRECIPIENT**

Billy Kinney  
Board President  
Meeker Municipal Water District

Date

**ATTEST:**

*Roxanne Acosta-Hellberg*

Roxanne Acosta-Hellberg  
County Clerk  
Jefferson County, Texas

*8/8/2024*

Date

**ATTEST:**

Charlie Adams  
Operator, Utility Innovations  
Meeker Municipal Water District

Date



**EXHIBIT A**

**Project Information and Approved Work**

### EXHIBIT A

## Subrecipient Project Information and Approved Work

**Subrecipient Entity Name**

Meeker Municipal Water District

**Subrecipient Mailing Address**

807 N Meeker Road  
Beaumont Texas 77713-3151

**Subrecipient Primary Contact**

Name: Billy Kinney  
Title: Board President  
Email: meekerwater08@att.net  
Phone #: 409-781-1008

**Subrecipient Secondary Contact**

Name: Charlie Adams  
Title: Operator, Utility Innovations  
Email: utilityinnovations@gmail.com  
Phone #: 409-782-4588

**Subrecipient Unique Entity Identifier**

ZR5CTDECT2V5

**Project Cost:**

\$ 107,488.24

**SLFRF Award Amount:**

\$29,639.00

**Project Name**

Old Sour Lake Road Water Line Extension

**Project Physical Address**

Old Sour Lake Road  
Beaumont, Texas 77713

**Project Description**

Construct 10" water line extension from Entergy Substation along Old Sour Lake Road to Moore Road including associated tie-ins to adjacent existing water distribution system lines, and the removal/abandonment of old water lines along the project alignment.

**Project Goals / Intended Outcomes**

This 10" water line extension will commence the beginning portion of a new water system redundancy loop. The 10" water line has been designed to an adequate size in order to aid and improve the water systems safe operating pressure. The intended outcomes of this project will be the future ability of system redundancy and ability to maintain safe levels of water quality throughout the distribution system.

**Approved Activities / Scope of Work**

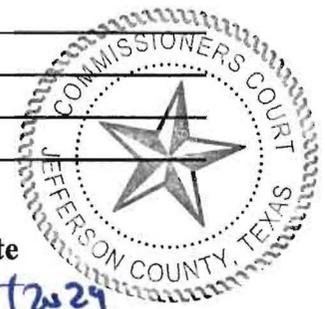
1. Preliminary & Detailed Engineering Design Services
2. Project Management and Administration
3. Construction Administration and Inspection
4. Permitting and Fees
5. Site Work Contract
6. General Construction Contract
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

Jefferson County Approval & Date

*[Signature]*  
8/11/2021

Subrecipient Signature & Date

*[Signature]*  
8/11/2021



## **EXHIBIT B**

### **SLFRF REPORTING REQUIREMENTS**

#### **A. Applicable Statutes, Rules, and Guidance**

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

#### **B. Important Concepts**

##### **Recipients, Subrecipients, Subawards, and Projects**

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

##### **Eligible Costs Timeframe**

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

##### **Obligations**

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

### **Expenditures**

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

### **C. Required Information for Project and Expenditure Reports**

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

### **D. Civil Rights Compliance**

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT  
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and           None           (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

**WHEREAS**, the County has received SLFRF funds from Treasury under ARPA; and

**WHEREAS**, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

**WHEREAS**, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

**WHEREAS**, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

**WHEREAS**, the County has awarded the Subrecipient SLFRF funds, representing 75% of the Exhibit A project cost (the "Award"), in the amount of \$ 1,113,562.50, subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds. The remaining 25% of the project cost will be paid by the Subrecipient; and

**WHEREAS**, this Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the County and the Subrecipient regarding the SLFRF funds; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

**1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS**

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or

constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

## 2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

## 3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this

Agreement.

#### **4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS**

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

#### **5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

#### **6. RETURN OF FUNDS; RECOUPMENT**

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

#### **7. FAILURE TO PERFORM**

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

## 8. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
  1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
  2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
  3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this

Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

## 9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

## 10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

## 11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas  
 Judge Jeff Branick – County Judge  
 1149 Pearl 4th Floor  
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Nome  
 Kerry Abney, Mayor  
 Drawer D  
 Nome, Texas 77629

cityofnome@yahoo.com

## 12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

### **13. FURTHER ASSURANCE**

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

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The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

### **15. AMENDMENTS**

This Agreement cannot be amended or modified except in writing, signed by both Parties.

### **16. VENUE AND CHOICE OF LAW**

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**19. NO THIRD-PARTY BENEFICIARY**

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

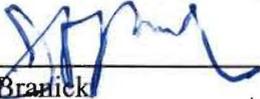
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The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

**21. AUTHORITY TO SIGN**

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

**JEFFERSON COUNTY, TEXAS**

  
\_\_\_\_\_  
Jeff Brantick

County Judge  
Jefferson County, Texas

8/6/2024  
\_\_\_\_\_

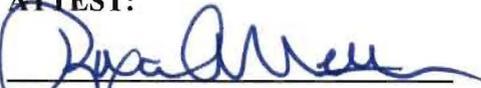
Date

**SUBRECIPIENT**

\_\_\_\_\_  
Kerry Abney  
Mayor  
Nome

\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_

Roxanne Acosta-Hellberg  
County Clerk  
Jefferson County, Texas

8/8/2024  
\_\_\_\_\_

Date

**ATTEST:**

\_\_\_\_\_  
Lisa Black  
City Secretary  
Nome

\_\_\_\_\_  
Date



### EXHIBIT A

### Subrecipient Project Information and Approved Work

**Subrecipient Entity Name**

City of Nome

**Subrecipient Mailing Address**

Drawer D  
Nome, Texas 77629

**Subrecipient Primary Contact**

Name: Kerry Abney  
Title: Mayor  
Email: pabney@camtel.net  
Phone #: 409-284-9879

**Subrecipient Secondary Contact**

Name: Lisa Black  
Title: City Clerk  
Email: cityofnome@yahoo.com  
Phone #: 409-253-2391

**Subrecipient Unique Entity Identifier**

DWJFAWRCK8L8

**Project Cost:**

\$ 1,484,750.00

**SLFRF Award Amount:**

75% of project cost

**Project Name**

Elevated water storage tank

**Project Physical Address**

Highway 90

**Project Description**

Design and construction of a new 50 or 75 thousand gallon elevated potable water storage tank.

**Project Goals / Intended Outcomes**

The new storage tank will replace the current failing water storage standpipe, eliminating multiple boil water notices and ongoing repairs and patches.

**Approved Activities / Scope of Work**

1. Survey, Geotechnical, Engineering Design/Contract Documents/Specifications, and Bidding
2. Project Management, Construction Administration, and Construction Inspection
3. Permitting and Fees
4. Easement establishment and payment
5. General Construction Contract
- 6.
- 7.
- 8.
- 9.
- 10.

Jefferson County Approval & Date

*[Signature]*  
8/1/2024

Subrecipient Signature & Date

*[Signature]*  
8/1/2024



## **EXHIBIT B**

### **SLFRF REPORTING REQUIREMENTS**

#### **A. Applicable Statutes, Rules, and Guidance**

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

#### **B. Important Concepts**

##### **Recipients, Subrecipients, Subawards, and Projects**

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

##### **Eligible Costs Timeframe**

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

##### **Obligations**

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

### **Expenditures**

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

### **C. Required Information for Project and Expenditure Reports**

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

### **D. Civil Rights Compliance**

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT  
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Cardinal Meadows Improvement District (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

**WHEREAS**, the County has received SLFRF funds from Treasury under ARPA; and

**WHEREAS**, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

**WHEREAS**, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

**WHEREAS**, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

**WHEREAS**, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 560,750.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds; and

**WHEREAS**, this Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the County and the Subrecipient regarding the SLFRF funds; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

**1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS**

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the

County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

## 2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

## 3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

#### **4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS**

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

#### **5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

#### **6. RETURN OF FUNDS; RECOUPMENT**

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

#### **7. FAILURE TO PERFORM**

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;

B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

## 8. TERMINATION

A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.

C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement.

Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

## 9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

## 10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

## 11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas  
 Judge Jeff Branick – County Judge  
 1149 Pearl 4th Floor  
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Cardinal Meadows Improvement District  
 Anthony Smith, Board President  
 749 Hillebrandt Road  
 Beaumont, Texas 77704

cardinalmeadows749@gmail.com

## **12. RESERVATION OF RIGHTS**

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

## **13. FURTHER ASSURANCE**

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

## **14. ASSIGNMENT**

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

## **15. AMENDMENTS**

This Agreement cannot be amended or modified except in writing, signed by both Parties.

## **16. VENUE AND CHOICE OF LAW**

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

## **17. SEVERABILITY**

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

## **18. INTEGRATED DOCUMENT**

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute

the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

#### **19. NO THIRD-PARTY BENEFICIARY**

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

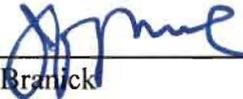
#### **20. HEADINGS**

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

#### **21. AUTHORITY TO SIGN**

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

**JEFFERSON COUNTY, TEXAS**



\_\_\_\_\_  
Jeff Branick  
County Judge  
Jefferson County, Texas

8/16/2024

\_\_\_\_\_  
Date

**SUBRECIPIENT**

\_\_\_\_\_  
Anthony Smith  
Board President  
Cardinal Meadows Improvement District

\_\_\_\_\_  
Date

**ATTEST:**



\_\_\_\_\_  
Roxanne Acosta-Hellberg  
County Clerk  
Jefferson County, Texas

8/18/2024

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Rekina Smith  
General Manager  
Cardinal Meadows Improvement District

\_\_\_\_\_  
Date



### EXHIBIT A

## Subrecipient Project Information and Approved Work

#### Subrecipient Entity Name

Cardinal Meadows Improvement District

#### Subrecipient Mailing Address

749 Hillebrandt Road, Beaumont, Texas 77704

#### Subrecipient Primary Contact

Name: Anthony Smith

Title: Board President

Email: cardinalmeadows749@gmail.com

Phone #: 409-273-5867

#### Subrecipient Secondary Contact

Name: Rekina Smith

Title: General Manager

Email: rekinas72@gmail.com

Phone #: 409-651-4509

#### Subrecipient Unique Entity Identifier

YPJ7Z77JDNM6

#### SLFRF Subaward Amount

\$ 560,750.00

#### Project Name

Repairs and Improvements to three (3) wastewater lift stations

#### Project Physical Address

Lift station locations:  
1. Hillebrandt Road and Smokey Lane  
2. Smokey Lane and Cactus Ave  
3. Ronnie Ave and Hillebrandt Road

#### Project Description

Repairs and/or replacement of pumps, electrical wiring, conduit, control panel, piping, fittings, and related system components and/or related structures.

#### Project Goals / Intended Outcomes

Improve the current capacity and reliability of the lift stations in order to accommodate population growth and assure wastewater system longevity

#### Approved Activities / Scope of Work

1. Administrative
2. Equipment / Supplies
3. Design and Engineering
4. Permitting and Fees
5. Project Management, Monitoring and Inspection
6. Site Work Contract
7. General Construction Contract
- 8.
- 9.
- 10.

Jefferson County Approval & Date

*[Signature]* 8/12/24

Subrecipient Signature & Date

*[Signature]* 8/12/24



## **EXHIBIT B SLFRF REPORTING REQUIREMENTS**

### **A. Applicable Statutes, Rules, and Guidance**

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

### **B. Important Concepts**

#### **Recipients, Subrecipients, Subawards, and Projects**

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

#### **Eligible Costs Timeframe**

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

#### **Obligations**

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

## **Expenditures**

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

## **C. Required Information for Project and Expenditure Reports**

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

## **D. Civil Rights Compliance**

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT  
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Nutrition Services for Seniors (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

**WHEREAS**, the County has received SLFRF funds from Treasury under ARPA; and

**WHEREAS**, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

**WHEREAS**, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

**WHEREAS**, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

**WHEREAS**, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 267,495.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds; and

**WHEREAS**, this Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the County and the Subrecipient regarding the SLFRF funds; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

**1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS**

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no

event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

## 2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

## 3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.

- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

#### **4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS**

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

#### **5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

#### **6. RETURN OF FUNDS; RECOUPMENT**

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

## 7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

## 8. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
  1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
  2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
  3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not

received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

## **9. CLOSEOUT**

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

## **10. INDEMNIFICATION**

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

## 11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas  
Seniors  
Judge Jeff Branick – County Judge  
1149 Pearl 4th Floor  
Beaumont, TX 77701

jeff.branick@jeffcotx.us

Nutrition & Services for

Janci Kimball, CEO  
4590 Concord Road  
Beaumont, TX 77703

jkimball@seniormeals.org

## 12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

## 13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

## 14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

## 15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

## 16. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this

Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

#### **17. SEVERABILITY**

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

#### **18. INTEGRATED DOCUMENT**

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

#### **19. NO THIRD-PARTY BENEFICIARY**

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

#### **20. HEADINGS**

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

#### **21. AUTHORITY TO SIGN**

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

**JEFFERSON COUNTY, TEXAS**

\_\_\_\_\_  
Jeff Branick  
County Judge  
Jefferson County, Texas

\_\_\_\_\_  
Date

*[Handwritten Signature]*  
*8/16/2024*

**SUBRECIPIENT**

\_\_\_\_\_  
Janci Kimball  
CEO  
Nutrition & Services for Seniors

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Roxanne Acosta-Hellberg  
County Clerk  
Jefferson County, Texas

\_\_\_\_\_  
Date

*8/18/2024*

**ATTEST:**

\_\_\_\_\_  
Stacey Olson  
Director of Finance & Development  
Nutrition & Services for Seniors

\_\_\_\_\_  
Date



### EXHIBIT A

### Subrecipient Project Information and Approved Work

**Subrecipient Entity Name**

Nutrition & Services for Seniors

**Subrecipient Mailing Address**

4590 Concord Road  
Beaumont, TX 77703

**Subrecipient Primary Contact**

Name: Janci Kimball  
Title: CEO  
Email: jkimball@seniormeals.org  
Phone #: (409) 892-4455

**Subrecipient Secondary Contact**

Name: Stacey Olson  
Title: Director of Finance & Development  
Email: solson@seniormeals.org  
Phone #: 409-892-4455

**Subrecipient Unique Entity Identifier**

SKHHFJW21FD3

**SLFRF Subaward Amount**

\$ 267,495.00

**Project Name**

Repair and expansion of facility parking lot

**Project Physical Address**

4590 Concord Road  
Beaumont, TX 77703

**Project Description**

The project includes removal of est. 1,370 sf damaged concrete paving and grass area, preparation of additional est 6,840s f of grass area,

**Project Goals / Intended Outcomes**

Decrease vehicle damage and maintenance costs, provide sufficient parking for congregate diners, fleet vehicles and staff parking as well as improve traffic flow, safety and resiliency as well as allow for additional growth of services.

**Approved Activities / Scope of Work**

1. Design and Engineering
2. Project Management, Monitoring and Site Inspection
3. Permitting and Fees
4. Site Work
5. Construction
6. Final inspection
- 7.
- 8.
- 9.
- 10.

Jefferson County Approval & Date

*[Signature]* 8/16/24

Subrecipient Signature & Date

*[Signature]* 8/17/24



## **EXHIBIT B**

### **SLFRF REPORTING REQUIREMENTS**

#### **A. Applicable Statutes, Rules, and Guidance**

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

#### **B. Important Concepts**

##### **Recipients, Subrecipients, Subawards, and Projects**

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

##### **Eligible Costs Timeframe**

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

##### **Obligations**

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and

similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

### **Expenditures**

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

### **C. Required Information for Project and Expenditure Reports**

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

### **D. Civil Rights Compliance**

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

Jefferson County Courthouse  
1149 Pearl St., 4<sup>th</sup> Floor  
Beaumont, Texas 77701



Office (409) 835-8442  
China (409) 434-5430  
eddie.arnold@jeffcotx.us

**Eddie Arnold**  
County Commissioner  
Precinct #1  
Road & Bridge

**MEMORANDUM**

**TO:** Fran Lee, Auditing  
**FROM:** Lori Fountain, Pct. #1 Road and Bridge  
**DATE:** August 1, 2024  
**RE:** Budget Transfer – Agenda Item

Transfer from Acct. #	111-0102-431.30-99	Misc. Supplies		\$10,000 .
Transfer to Acct. #	111-0109-431.60-14	Capital-Buildings & Structures	\$ 10,000.	

This transfer request is to cover the purchase of electrical supplies related to the fuel island project. Please include this on the agenda for next commissioner's court.

Thank you,

Lori

PROPERTY DAMAGE RELEASE WITH INDEMNITY

Claim Number: 23-6780547

This Release is given by Jefferson County (hereinafter "Releasing Party/Parties"), who for and in consideration of Eighteen Thousand Nine Hundred and Four dollars with 64/100 (\$18,904.64), the receipt and sufficiency of which is hereby acknowledged, do(es) hereby for himself/herself/themselves and his/her/their heirs, executors, administrators, successors, and assigns, RELEASE, ACQUIT, AND FOREVER DISCHARGE Brandy Bell, Abner Bell, Cody Chreeme and Progressive County Mutual Insurance (hereinafter "Released Party/Parties") and his/her/their heirs, executors, administrators, successors, assigns, agents, representatives, employers, employees, servants, and all other persons, firms, corporations, and organizations in privity with the Released Party/Parties, from any and all claims, liabilities, obligations, demands or actions which the Releasing Party/Parties has/have now, or may have in the future, for damages, costs, interest, fees or compensation of any kind on account of or in any way growing out of any and all property damage sustained by Releasing Party/Parties in an accident which occurred on or about September 20, 2023 at or near Beaumont, Texas. This includes, but is not limited to, claims for physical damage, loss of use, and diminution of value.

It is understood and agreed that this settlement is in full and final compromise of an uncertain and disputed claim, and neither this release, nor the payment of the consideration described above, shall be construed as an admission of liability of any kind.

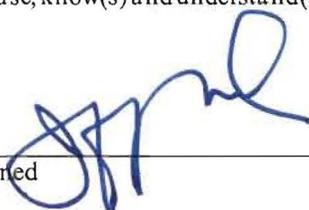
IN CONSIDERATION OF THE PAYMENT OF THE SUM INDICATED ABOVE, RELEASING PARTY/PARTIES FURTHER AGREE(S) TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE PARTIES RELEASED HEREIN AND THEIR INSURERS, INCLUDING THE PROGRESSIVE GROUP OF INSURANCE COMPANIES, FROM ANY AND ALL FURTHER OBLIGATION OR LIABILITY WHATSOEVER TO ANY OTHER PERSON OR ENTITY CLAIMING TO HAVE AN INTEREST IN THE RELEASING PARTY'S/PARTIES' CLAIMS ARISING OUT OF THE ACCIDENT DESCRIBED HEREIN ABOVE AND MADE THE SUBJECT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR SUBROGATION, CONTRIBUTION, INDEMNITY OR VICARIOUS LIABILITY, LIENS OF ANY KIND, FEES, COSTS, EXPENSES OR INTEREST.

In making this release, it is understood and agreed that Releasing Party/Parties rely(ies) wholly upon his/her/their judgment, belief, and knowledge as to the nature, extent, effect, and duration of the damages made the subject of this release, and liability therefore. The Releasing Party/Parties further acknowledge(s) that he/she/they is/are not acting in reliance upon any statement or representation of the Released Party/Parties or any representative or agent thereof.

The Releasing Party/Parties declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the Releasing Party/Parties, and that this release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital.

The Releasing Party/Parties state(s) that he/she/they has/have read this release, know(s) and understand(s) the contents thereof, and sign(s) the same under his/her/their own free will.

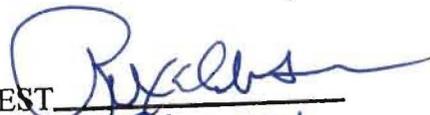
Jeff Branick, County Judge  
Printed name

  
Signed \_\_\_\_\_ Date Signed 08/06/2024

Printed name

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



ATTEST   
DATE 8/6/2024



STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

**AMENDED ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE  
LINDE 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 4, 2024 (hereinafter referred to as the “REINVESTMENTZONE”); 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 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

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.

- 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.

## **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**

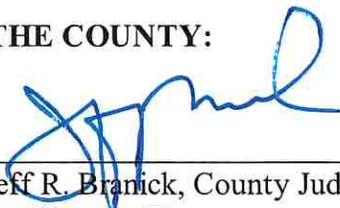
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

**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 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:**

Odessa Mann

Odessa Mann (Jun 24, 2024 13:25 CDT)



**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”**

**Tax Year**

**Abatement Percentage**

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**

## **Request for County Feral Hog Grant**

### **Statement of Purpose**

Pursuant to the Texas Legislature, Texas A&M AgriLife Extension Service, Wildlife Services (WS) program hereby requests applications for County Feral Hog Abatement Grants (Grant). The Grant program (“Program”) is designed to encourage counties across the State of Texas to make a concentrated and coordinated effort to reduce the feral hog population and the damage caused by these animals throughout the year. Successful applicants will receive grants to initiate or continue feral hog abatement activities in their county. This document (“RFGA”) sets forth Program requirements and procedures.

Current abatement methods in Texas vary depending on the geographic terrain and vegetation. WS recognizes that the responsibility for management rests with landowners and local constituents who know the surrounding land and waterways, as well as the potential challenges to combating feral hogs. Through this program, the highest-ranking counties will receive assistance to continue local activities which may range from educating the landowners on abatement methods, coordinating trapping and hunting programs, conducting aerial gunning and addressing public safety hazards related to feral hogs.

### **Projected Timeline of Events**

July 14, 2024	Applications Available
August 25, 2024	Applications Due
October 1, 2024	Anticipated Award Date
August 31, 2025	Project End date

### **Eligibility**

To be eligible for an award under the Program, the applicant must be a Texas county. The county must have or develop a method to accurately track the number of feral hogs taken in the county as well as documentation for other provisions included in the application (e.g. receipts for purchases, trap loan numbers, etc.) for the eligible period September 1, 2024-August 31, 2025.

### **Grantee Responsibilities and Accountability**

Selected Applicants (grantees) will be responsible for conducting a project supported by the Program and for achieving the results described in the application. Each grantee shall monitor the day-to-day performance of the grant project to assure adherence to statutes, regulations, and grant terms and conditions. The grantee must carry out the activities described in the approved scope of work.

The grantee will be accountable for documenting the use of grant funds and must ensure funds are used solely for authorized purposes. The grantee must ensure:

- Funds are used only for activities covered by the approved project.

- Funds are not used in violation of the restrictions and prohibitions of applicable statutes and regulations.
- All budget and performance reports are completed in a timely manner.

Each grantee must ensure they have an adequate accounting system in place and good internal controls to ensure expenditures and reimbursements are reported and maintained for seven (7) years after the conclusion of the project.

### Funding Parameters

Awards are subject to the availability of funds. If funds are not appropriated or collected for this Program, applicants will be informed accordingly.

WS will make awards after all applications are processed. Grant funds will be available on a cost reimbursement basis for county use on feral hog abatement expenditures during the grant term. A total of \$100,000 is available. WS anticipates awarding up to 15 grants ranging from \$5,000 to \$20,000 each. Applications will be reviewed through a competitive evaluation process.

Bounty programs may be included in a county's proposal, however WS will limit State funding of bounties to 50% of the amount actually paid out.

To receive grant funds, counties that are awarded Program grants must enter into a written agreement with Texas A&M AgriLife Extension Service. Grant funds will be distributed on a reimbursement basis after awarded counties submit proof of allowable expenditures.

WS reserves the right to accept or reject any or all applications submitted. WS is under no legal or other obligation to execute a grant award on the basis of a response submitted to this RFGA.

Public announcements and written notifications will be made to all applicants and their affiliated agencies, organizations, or institutions. Favorable decisions will indicate the amount of award, duration of the grant, and any special conditions associated with the project.

Due to reporting requirements from the Texas Legislature, written reports on accomplishments (including hogs removed) will be required by August 1, 2024.

### Term of Funding or Duration of Projects

A Notice of Grant Award is *anticipated* to be made in October 2024. However, it is the intention of the legislature that Texas A&M AgriLife Extension Service continue to make available a level of funding similar to previous grants administered by the Texas Department of Agriculture (TDA). Counties may have continued feral hog projects following the conclusion of the TDA program. Therefore, approved projects may claim expenditures which have occurred since September 1, 2024. Projects under this funding request must be completed by August 31, 2025. No expenditures incurred after August 31, 2025, will be reimbursed.

### Application Requirements

To be considered, applications must be complete and include all of the following information.

*Grant Applications*—Interested applicants must include all of the following information:

A narrative including:

- *County Information.* This is the name and address for the county.
- *Primary Program Contact.* This is the individual who can answer questions about the county's activities and performance.
- *Authorized Official.* This is the person legally able to bind the county in contracts or agreements, generally the county judge.
- *Previous Participation.* For counties which participated in the Feral hog grant program, a copy of the final report is required.
- *Description of Activities.* Include information on:
  - i. Description of the proposed program including abatement activities supported or used.
  - ii. Type and number of county-sponsored education program(s) about feral hog abatement technologies proposed; and
  - iii. A proposed budget (total cost for educational and operational activities, county share of bounty if proposed).
- *Certifications.* The authorized official must sign the application.

### Evaluation and Selection Information

WS will conduct an administrative review to determine whether the applicant was responsive to the requirements of this RFGA. WS will take into consideration the status of any continuing project's progress.

Applications will be evaluated on the following criterion:

- The degree to which the proposal meets or supports established watershed or agricultural protection programs (*a maximum of 30 points will be awarded to those county proposals which are consistent with watershed protection plans or agricultural protection programs*).
- The estimated contribution of the proposal to removing feral hogs from the landscape (*a maximum of 30 points will be awarded for aspects of the project which contribute to fewer hogs, including trap loan programs, aerial hunting contracts, equipment purchased for control and bounties. NOTE: WS will only reimburse counties 50% of actual bounties paid. Counties planning on bounty programs need to state the total bounty pool and the county commitment to the remaining 50%. Programs which remove feral hogs but contribute to perpetuation of hogs as a resource may not receive full points.*)
- The number of landowner outreach events planned or conducted from September 1, 2024 through August 31, 2025 which include at least 1 hour of feral hog management topics, including biology, management strategies and damage assessment. We recognize that outreach in the post-pandemic environment will be challenging and encourage applicants to develop adaptive and innovative outreach plans. Media articles, 4-H presentations and collaborations with schools may be included in outreach planning (*a maximum of 5 points per event planned and 10 points per event conducted up to 20 points per application will be awarded*).
- The degree to which the county project conducts a formalized damage and control assessment (*a maximum of 10 points will be awarded if the county project records*

*numbers of feral swine removed and up to 10 additional points will be recorded for a formalized county level damage assessment).*

WS will include outside reviewers in evaluating proposals. County Primary Point of Contact may be queried during the evaluation process to clarify proposals.

### **Deadline for Submission of Responses**

**LATE APPLICATIONS WILL NOT BE ACCEPTED.**

**Only materials actually received by WS by 5:00 pm CDT on application due date will be reviewed as part of the application. Applicant will not be allowed to supplement the application after the application deadline.**

One complete application package, including narrative and final reports (if applicable) must be **received by WS before close of business (5:00 p.m. CT) on Friday, August 25, 2025.** It is the applicant's responsibility to ensure the timely delivery of all required materials.

WS will send an acknowledgement receipt by email indicating the application was received.

Preferred:

Electronic Version

Email: Michael.J.Bodenchuk@usda.gov

**Email subject line must contain the program and applicant name (Ex: 2024 Feral Hog Grant– Travis County).** The respondent is solely responsible for ensuring that their complete electronic submission is sent to, and actually received by, WS in a timely manner and at the proper destination server.

**IMPORTANT NOTE:** All submissions must be sent in Microsoft Word or other Word compatible format or as .PDF files. Unreadable submissions may be deemed unresponsive and will not be reviewed for funding consideration.

WS takes no responsibility for electronic bids that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software. WS will send an acknowledgement receipt by email indicating the application was received.

Hard Copy Submissions.

All applications must be **received** by WS (P.O. Box 690170, San Antonio, TX 78269) by closing date and time. Applications will be documented with a date/time stamp for receipt documentation purposes.

For questions regarding submission of the application and/or WS requirements, please contact WS at (210) 561-3801, or by email at Michael.J.Bodenchuk@usda.gov

## Successful Application Requirements

**Reporting.** Selected applicants will be required to submit periodic performance reports. Reporting timelines will be provided in the grant agreement. As part of WS's ongoing monitoring of grant funds, grantees must show both a strong progress of work completed on all projects as well as financial progress. Failure to comply with reporting requirements may result in the withholding of a request for reimbursement and/or termination of the award.

## Budget Development Information.

- A. Payment.** *Selected grantees will be paid on a cost reimbursement basis.* Grantees will be required to submit payment requests quarterly, but no more frequently than monthly in order to show significant financial and programmatic progress. Payment requests must include sufficient detail and supporting documentation. Backup detail may include, but is not limited to, documentation of personnel expenses, or copies of invoices.
- B. Payment Schedule.** Up to 90% of the total grant award may be reimbursed provided the work for which payment is requested has been completed and proper documentation has been submitted. The remaining 10% will only be disbursed once all reporting requirements have been met, including, but not limited to, the final performance report.
- C. Eligible Expenses.** Generally, expenses that are necessary and reasonable for proper and efficient performance and administration of the project are eligible. Examples of eligible expenditures include:
1. Personnel costs – including salary and benefits related to temporary or event staff, grant funds may not be used to pay for existing employees in the performance of their day-to-day duties;
  2. Direct operating expenses that directly relate to project activities, this may include facility rental or other workshop related expenses (note: meals, food, or beverages of any kind are not considered an eligible expense);
  3. Supplies that cost less than \$5,000, such as office supplies, printing services, and materials needed to accomplish the proposed project;
  4. Contracts – agreements made with a third-party to perform a portion of the award;
  5. Controlled Assets are defined as certain items valued \$500.00 - \$4,999.99 which must also be inventoried,  
<https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/index.php>; and
  6. If grant funds are proposed to be used to fund bounty efforts, Grantee must have a written policy implemented to prevent the intentional breeding and raising of feral hogs for the purpose of meeting bounty requirements. **Bounty-related grant fund reimbursement is limited to 50% of the bounty paid and a maximum of \$5.00 per feral hog.**

- D. Ineligible Expenses.** Expenses may be prohibited by state or federal law or determined to be ineligible by program guidelines. Examples of these expenditures include, but are not limited to the following:
1. Alcoholic beverages;
  2. Entertainment;
  3. Contributions, charitable or political;
  4. Expenses falling outside of the contract period;
  5. Items not listed in the project budget or an approved amendment;
  6. Expenses that are not adequately documented;
  7. Travel, including but not limited to mileage reimbursement, meals and lodging; and
  8. Meals, food or beverage costs of any kind, including those associated with an educational workshop.

It is important to ensure that all costs meet the criteria, of allowable, allocable, and reasonable.

### **General Information**

Selected applicants will receive a Notice of Grant Award (NGA) letter and an official Grant Agreement from WS. The NGA is not legally binding until a grant agreement is fully executed.

WS reserves the right to fund projects partially or fully. WS reserves the right to negotiate individual elements of any application and to reject any and all applications. Where more than one application is acceptable for funding, WS may request cooperation between grantees or revisions/adjustments to an application in order to avoid duplication and to realize the maximum benefit to the state. Selected projects will receive funding on a cost-reimbursement basis.

WS reserves the right to reject all applications and is not liable for costs incurred by the Applicant in the development, submission, or review of the application; or costs incurred by the Applicant prior to the effective date of grant agreement.

#### *Right to Amend or Terminate Program*

WS reserves the right to alter, amend, or clarify any provisions, terms, or conditions of this program or any grant awarded as a result thereof, or to terminate this program at any time prior to the execution of an agreement, if WS deems any such action to be in the best interest of WS and of the State of Texas. The decision of WS will be administratively final in this regard.

#### *Proprietary Information/Public Information*

If it is necessary for Grantee to include confidential, proprietary, trade secret or privileged information (Proprietary Information) in its application or other submitted information, Grantee must clearly mark and label all Proprietary Information in 14-point or higher bold font on each page as it appears, and identify the specific exception to disclosure in the Texas Public Information Act (PIA) for each specific piece of Proprietary Information. Additionally, all Proprietary Information must be segregated in a separate and discrete section of the application or other submitted information, which must be able to be conveniently separated and detached from the other sections of the application.

Failure to properly label, identify and segregate any Proprietary Information in the application or other submitted information may result in all such information or material being disclosed as public information.

Unless specifically exempt from disclosure under the PIA, all applications and materials submitted under this program are subject to release under the PIA.

#### *Conflict of Interest*

The Applicant is required to disclose any existing or potential conflicts of interest relative to this grant program. Failure to disclose any such relationship may result in the Applicant's disqualification or termination of any resulting grant agreement.

### **General Compliance Information**

1. Grantees must comply with WS's reporting requirements and financial procedures outlined in the grant agreement. Any delegation by the Grantee to a subcontractor regarding any duties and responsibilities imposed by the grant award must be approved in advance by WS and shall not relieve the Grantee of its responsibilities to WS for their performance.
2. All grant awards are subject to the availability of funds appropriated and authorized by the Texas Legislature.
3. Grantees must remain in full compliance with state and federal laws and regulations. Non-compliance may result in termination of the grant or ineligibility for reimbursement of expenses.
4. Grantees must keep a separate bookkeeping account with a complete record of all expenditures relating to the project. Records shall be maintained for seven (7) years after the completion of the project, or as otherwise agreed upon with WS. WS and the Texas State Auditor's Office (SAO) reserve the right to examine all books, documents, records, and accounts relating to the project at any time throughout the duration of the agreement and for three years immediately following completion of the project. If any litigation, claim, negotiation, audit or other action is initiated prior to the expiration of the retention period, then the records must be retained until authorized by WS. WS and the SAO shall have access to the physical locations related to project activities.
5. If the Grantee has a financial audit performed during the time the Grantee is receiving funds from WS, upon request, WS shall have access to information about the audit, including the audit transmittal letter, management letter, and any schedules in which the Grantee's funds are included.
6. Grantees must comply with Texas Government Code, Chapter 783, Uniform Grant and Contract Management, and the Uniform Grant Management Standards (UGMS) and 2 CFR Part 200.

Application must be received by: **Friday, August 25, 2024**. Late or incomplete applications will not be considered.

**County Information**

County Name JEFFERSON

Mailing Address: P.O. Box 4025

Street Address

BEAUMONT TX 77706

City

State

Zip Code

Physical Address: 1149 PEARL

Street Address

BEAUMONT, TX 77706

City

State

Zip Code

**Contact Personnel**

**(1) Name of Primary Program Contact** (This person can answer day-to-day questions about the project.)

Full Name: FRED JACKSON  Mr.  Dr.  Ms.  Other \_\_\_\_\_

Position Title: STAFF ATTORNEY

Email Address: fred.jackson@jctfcotx.us

Phone: (409) 835-8466 Ext. \_\_\_\_\_ Alt #:( \_\_\_\_\_ ) - \_\_\_\_\_

**(2) Name of Authorized Official** (This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)

Full Name: JEFF BRANICK  Mr.  Dr.  Ms.  Other \_\_\_\_\_

Position Title: COUNTY JUDGE

Email Address: jeff.branick@jctfcotx.us

Phone: (409) 835-8466 Ext. \_\_\_\_\_ Alt #:( \_\_\_\_\_ ) - \_\_\_\_\_

**Program Information**



ATTEST [Signature]  
DATE 8/8/2024

**Previous Participation**

- Has your County previously participated in the feral hog abatement grants? Yes      No
- If yes, what years? 2000 - 2024
- Has your County previously received a grant through any TDA or Texas A&M AgriLife Extension Service feral hog abatement program? Yes\*      No
- If yes, what years? no

**Quantifiable Information and Description of Activities**

Please provide a narrative describing the feral hog abatement program and your use of the funds. Include as much detail as necessary for the reviewers to evaluate your proposal against the evaluation criteria. Include budget, past final reports and bounty pool commitments as appropriate.

Jefferson County is situated on the coastal prairie with urban and suburban populations, rural communities, rice fields, and coastal marshes. While being an urban county there is still over \$121 million dollars annual revenue for agriculture products. Primary commodities are rice with 25,000 + acres, cattle with 40,000 head, hay, and turf farms. Feral hogs have a substantial economic impact on agriculture, especially rice production in Jefferson County.

Feral hogs are nearing the city of Beaumont at Tyrrell Park causing problems with the botanical gardens, cattail marsh, golf areas, and cause a public safety concern at both local airports. Now, the Lower Neches and Hillebrandt Bayou watershed is in an impaired state from e coli. A great emphasis has been placed on the numbers of feral hogs within this watershed as a contributing factor for the impairment.

Three corral traps total will be purchased with grant funds to be used by the city parks department, Livestock Control Officers and on a loaner program to landowners and county trapper. There will be a minimum of three feral hog educational programs in Jefferson County during this grant period for landowners and agriculture producers. Additionally, feral hog control will be a topic for at least one radio segment and 2 news segments on the local TV stations with the local county agents. Education will focus on awareness, safety, control, disease, and water quality.

Programming will focus on legal methods, management/ control, safety, disease, and public awareness. Educational program attendees will be trained in proper trapping techniques. After attending educational programs, attendees will have access to using trapping loan program equipment.

The success for the removal efforts will be determined in year 1 by increased crop yields and reductions in numbers of hogs from trapping. Surveys will be conducted, and numbers will be compiled from pictures to verify taken hogs to determine success with trapping program. Educational success will be determined at each educational program by administering in-depth evaluations assessing pre and post program knowledge and understanding. Additionally, evaluations will collect data to determine adoption of best management practices. Economic impact will be collected to combine with removal successes to determine a more accurate picture of effectiveness.

Jefferson County appreciates your consideration of this grant application.

**Proposed Budget**

Corral Traps .....	\$9,000 (total of 3 traps)
Bait .....	\$500 (corn, molasses, and attractants)
Trap construction equipment .....	\$500 (t-post, wire, and other trap supplies)
<b>Total Award requested</b>	<b>\$10,000</b>

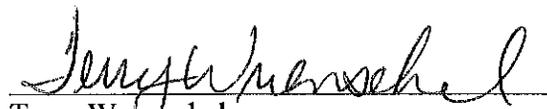


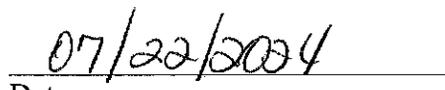
**TERRY WUENSCHEL, PCC**  
**INTERIM TAX ASSESSOR-COLLECTOR**  
**JEFFERSON COUNTY, TEXAS**

**Tax Refund Determination**

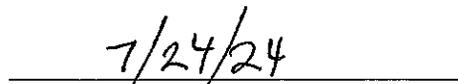
Taxpayer name: Moe Patidaar  
 Address: 15707 Highway 59 N, Humble, TX 77396-2142  
 Account Number: 300005-000/009000-00000  
 Amount of Refund: \$2,954.75  
 Reason: Taxpayer paid in the office on 6/28/2024 which paid the account in full.  
 Taxpayer made a subsequent payment on 6/30/2024, resulting in a refund.

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

  
 Terry Wuenschel  
 Interim Tax Assessor-Collector  
 Jefferson County

  
 Date

  
 County Auditor employee

  
 Date

DUPLICATE TAX RECEIPT

115



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

Certified Owner:

PATIDAAR MOE
15707 HIGHWAY 59 N
HUMBLE, TX 77396-2142

Legal Description:

D.BROWN ABS 5 TR 33 C-5 1.180 AC

Parcel Address: WASHINGTON BLVD
Legal Acres: 1.1800

1st payment

Remit Seq No: 57147333

Receipt Date: 06/28/2024

Deposit Date: 06/28/2024

Print Date: 07/02/2024

NO.: 124885

Deposit No: B0628202432A
Validation No: 900000070425269
Account No: 300005-000/009000-00000
Operator Code: ADUMAS

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

PAYMENT TYPE:

Cash:

\$2,954.75

Exemptions on this property:

Total Applied: \$2,954.75

Change Paid: \$0.25

ACCOUNT PAID IN FULL

PAYER:
PATIDAAR MOE
15707 HIGHWAY 59 N
HUMBLE, TX 77396-2142

DUPLICATE TAX RECEIPT

116



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

Certified Owner:

PATIDAAR MOE
15707 HIGHWAY 59 N
HUMBLE, TX 77396-2142

Legal Description:

D.BROWN ABS 5 TR 33 C-5 1.180 AC

Parcel Address: WASHINGTON BLVD
Legal Acres: 1.1800

2nd payment

Deposit No: RC240722
Validation No: 900000070625599
Account No: 300005-000/009000-00000
Operator Code: MBRUNO

Remit Seq No: 57154833
Receipt Date: 06/30/2024
Deposit Date: 07/01/2024
Print Date: 07/22/2024
NO.: 124885

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Row 1: 2023 Overpay, 0, 0.000000, 0.00, 0.00, 0.00, 2,954.75. Row 2: \$0.00, \$0.00, \$0.00, \$2,954.75

Credit Card Authorization No: 0

Exemptions on this property:

PAYMENT TYPE:

Credit Cards: \$2,954.75

Total Applied: \$2,954.75

Change Paid: \$0.00

PAYER:
PATIDAAR MOE
15707 HIGHWAY 59 N
HUMBLE, TX 77396-2142

PAYMENT DETAIL

REPORT CREATED: 07/02/2024 03:04:35 PM

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID 100301051754  
 Date/Time 6/28/2024 8:53:52 AM  
 Amount \$2,954.75  
 Conv. Fee \$66.48  
 Flow Payment

Credit Card Payment

Card Type Visa  
 Auth Response 02264D  
 Origination IVR  
 Outcome Complete  
 Card Number (last 4) 4651

Billing Information

First Name IVR *MUE*  
 Middle Name  
 Last Name Payer *PATIDAK*  
 Name Suffix 4651 *15707 Hwy 59 N*  
 Address No Address Provided  
 City No City Provided *HUMBLE*  
 State TX  
 Postal Code 77396  
 Country US  
 Telephone  
 Email Address test@test.com

Property Information

Payment Type  
 Property Tax Account Number 30000500000900000000  
 Phone Number 8326618630  
 Tax Parcel Number/Taxpayer ID 30000500000900000000  
 First Name  
 Middle Name  
 Last Name  
 Name Suffix  
 Address  
 City  
 State  
 Postal Code  
 Country  
 Telephone

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v23.10.03

*Called by VM 7/2/24*  
*called & confirmed paym 7/22/24.*

07/22/2024 11:20:27

TN536 SELECTION SEQUENCE 4597355  
HELD OVERPAYMENT REFUNDS  
REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM  
REFUNDS SELECTED REPORT  
FROM: 06/30/2024 TO: 07/09/2024

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$2500

ACCOUNT NUMBER	UNP TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT	DEPOSIT	RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND
						REC TYPE							REASON (S)
2300005-000/009000-00000				124885		TL	RC240722		20240701				
CHECK PAYEE: PATIDAAR MOE													
2023 8001 PATIDAAR MOE													
15707 HIGHWAY 59 N													
HUMBLE TX773962142													
TOTAL AMOUNT DUE FOR ACCOUNT											.00		

700000-000/484410-00000				245525		TL	EC07092024		20240709				
CHECK PAYEE: GREG HOBBS													
19602 COUNTRY LAKE DRIVE													
MAGNOLIA TX77355													
TOTAL AMOUNT DUE FOR ACCOUNT											.00		

FIDO # : 34728788

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

COUNT OF REFUND CHECKS

10,354.27

2

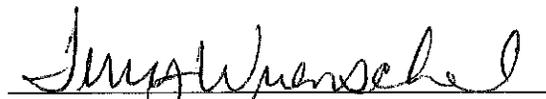


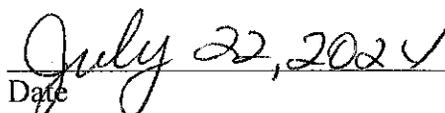
**TERRY WUENSCHEL, PCC**  
**INTERIM TAX ASSESSOR-COLLECTOR**  
**JEFFERSON COUNTY, TEXAS**

**Tax Refund Determination**

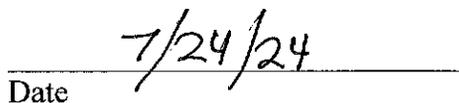
Taxpayer name: Greg Hobbs  
 Address: 19602 Country Lake Drive, Magnolia, TX 77355  
 Account Number: 700000-000/484410-00000  
 Amount of Refund: \$7,399.52  
 Reason: Taxpayer made a payment on 6/20/2024 which paid the account in full. Taxpayer made a subsequent payment on 6/27/24, resulting in a refund.

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

  
 Terry Wuenschel  
 Interim Tax Assessor-Collector  
 Jefferson County

  
 Date

  
 County Auditor employee

  
 Date

07/22/2024 11:20:27

TN536 SELECTION SEQUENCE 4597355  
HELD OVERPAYMENT REFUNDS  
REFUNDS REPORTED FOR INSPECTION ONLY

TAX COLLECTION SYSTEM

REFUNDS SELECTED REPORT  
FROM: 06/30/2024 TO: 07/09/2024

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$2500

ACCOUNT NUMBER	UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
300005-000/009000-00000	124885		RC240722	20240701					
2023 8001 PATIDARR MOE			TL	1 07/01/2024		57154833	TR	2,954.75	
CHECK PAYEE: PATIDARR MOE			D.BROWN ABS 5 TR 33 C-5	1.180 AC		CHECK TOTAL:		2,954.75	
15707 HIGHWAY 59 N									
HUMBLE TX773962142									

TOTAL AMOUNT DUE FOR ACCOUNT .00

700000-000/484410-00000 245525  
 2023 8001 POPEYE'S CHICKEN #10831  
 CHECK PAYEE: GREG HOBBS  
 19602 COUNTRY LAKE DRIVE  
 MAGNOLIA TX77355

EC07092024 20240709  
1 07/09/2024

57174022 OK 7,399.52  
CHECK TOTAL: 7,399.52

FIDO # : 34728788

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

10,354.27

COUNT OF REFUND CHECKS

2

DUPLICATE TAX RECEIPT

121



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

1st payment

Certified Owner:

POPEYE'S CHICKEN #10831
AMERICAN FOOD OF SHREVEPORT LLC
19602 COUNTRY LAKE DR
MAGNOLIA, TX 77355

Legal Description:

INV F&F M&E WESTMONT CENTER

Parcel Address: 6432 PHELAN BLVD
Legal Acres: 0.0000

Deposit No: BC07012024
Validation No: 9
Account No: 700000-000/484410-00000
Operator Code: WCARR

Remit Seq No: 57153871
Receipt Date: 06/30/2024
Deposit Date: 07/01/2024
Print Date: 07/12/2024
NO.: 245525

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

Check Number(s):
CC006197867

PAYMENT TYPE:

Exemptions on this property:

eChecks: \$7,399.52
Total Applied: \$7,399.52
Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
GREG HOBBS
19602 COUNTRY LAKE DRIVE
MAGNOLIA, TX 77355

1st Payment  
122

**PAYMENT DETAIL**

REPORT CREATED: 07/19/2024 09:49:52 AM

**2228888 // Jefferson County, Texas Tax Office**

**Payment Detail**

**Payment ID** 100300492132  
**Date/Time** 6/20/2024 12:34:52 PM  
**Amount** \$7,399.52  
**Conv. Fee** \$0.50  
**Flow** Payment

**Check Payment**

**Account Number** xxxx1198  
**Routing Number** xxxxx0614  
**Origination** Internet  
**Outcome** Complete  
**Account Type** Checking

**Billing Information**

**First Name** Greg  
**Middle Name**  
**Last Name** Hobbs  
**Name Suffix**  
**Address** 19602 COUNTRY LAKE DRIVE  
**City** MAGNOLIA  
**State** TX  
**Postal Code** 77355  
**Country** UNITED STATES  
**Telephone** [REDACTED]  
**Email Address** [REDACTED]

**Property Information**

**Payment Type**  
**Property Tax Account Number** 70000000048441000000  
**Client** 88000000  
**Description** Property Tax  
**Owner Ref** 0  
**Reference** 6197867  
**First Name** Greg  
**Middle Name**  
**Last Name** Hobbs  
**Name Suffix**  
**Address** 19602 COUNTRY LAKE DRIVE  
**City** MAGNOLIA  
**State** TX  
**Postal Code** 77355  
**Country** UNITED STATES  
**Telephone** [REDACTED]

DUPLICATE TAX RECEIPT

123



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

2nd payment

Certified Owner:

POPEYE'S CHICKEN #10831
AMERICAN FOOD OF SHREVEPORT LLC
19602 COUNTRY LAKE DR
MAGNOLIA, TX 77355

Legal Description:

INV F&F M&E WESTMONT CENTER

Parcel Address: 6432 PHELAN BLVD
Legal Acres: 0.0000

Deposit No: EC07092024
Validation No: 19
Account No: 700000-000/484410-00000
Operator Code: WCARR

Remit Seq No: 57174022
Receipt Date: 06/30/2024
Deposit Date: 07/09/2024
Print Date: 07/12/2024
NO.: 245525

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Row 1: 2023 Overpay, 0, 0.000000, 0.00, 0.00, 0.00, 7,399.52. Row 2: \$0.00, \$0.00, \$0.00, \$7,399.52

Check Number(s):
CC006203175

PAYMENT TYPE:

Exemptions on this property:

eChecks: \$7,399.52
Total Applied: \$7,399.52
Change Paid: \$0.00

PAYER:
GREG HOBBS
19602 COUNTRY LAKE DRIVE
MAGNOLIA, TX 77355

2nd payment

PAYMENT DETAIL

REPORT CREATED: 07/12/2024 03:19:00 PM

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID 100301031036  
 Date/Time 6/27/2024 4:16:04 PM  
 Amount \$7,399.52  
 Conv. Fee \$0.86  
 Flow Payment

Check Payment

Account Number xxxx1198  
 Routing Number xxxxx0614  
 Origination Internet  
 Outcome Complete  
 Account Type Checking

Billing Information

First Name GREG  
 Middle Name  
 Last Name HOBBS  
 Name Suffix  
 Address [REDACTED]  
 City MAGNOLIA  
 State TX  
 Postal Code 77355  
 Country UNITED STATES  
 Telephone [REDACTED]  
 Email Address [REDACTED]

Property Information

Payment Type  
 Property Tax Account Number 70000000048441000000  
 Client 88000000  
 Description Property Tax  
 Owner Ref 0  
 Reference 6203175  
 First Name GREG  
 Middle Name  
 Last Name HOBBS  
 Name Suffix  
 Address [REDACTED]  
 City MAGNOLIA  
 State TX  
 Postal Code 77355  
 Country UNITED STATES  
 Telephone [REDACTED]