# Regular, 10/8/2024 10:30:00 AM

BE IT REMEMBERED that on October 08, 2024, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk (ABSENT)

Laurie Leister, Chief Deputy County Clerk

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

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 October 08, 2024

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **08th** day of **October 2024** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

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

10:00 a.m. - Announcement of an open workshop pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property. Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

View live with audio from the County Webpage: https://co.jefferson.tx.us/comm\_crt/commlink.htm

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

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

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

# **PURCHASING:**

(a).Consider and approve specifications for Invitation for Bid (IFB 24-062/MR) Jefferson County Diversion Center Renovation; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. Funded by ARPA.

NO ATTACHMENTS

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

(b).Execute, receive and file renewal for (IFB 21-046/YS), Term Contract for Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms for a third (1) one-year renewal with TND Workwear Co., LLC, Burgoon Company, and Galls, LLC from October 2, 2024 to October 1, 2025 with pricing increases due to manufacturer costs and CPI increases as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 15 - 46

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

(c).Consider and approve, execute, receive and file renewal for (IFB 23-055/MR), Term Contract for Morgue Transport Service for Jefferson County for a first (1) one-year renewal with Proctor's Mortuary, from November 13, 2024 to November 12, 2025.

#### SEE ATTACHMENTS ON PAGES 47 - 47

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

(d).Consider and approve, execute, receive and file Amendment No. 1 (one) to Professional Agreement (PROF 22-018/JW) Interpreter Services for court proceedings. This amendment will add American Sign Language Legal/Court In-Person Interpreting (IPI) with MasterWord. As the Service Rate Schedule for this agreement amendment is considered confidential information, this information has been redacted in "Scope of Work and Service Rates" of this agreement amendment.

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

(e).Consider and approve, execute, receive and file Change Order No. 2 for Invitation for Bid (IFB 22-011/JW) Taxiway A Rehabilitation at Jack Brooks Regional Airport with Brizo Construction, LLC. for a total REDUCTION amount of \$622,967.11.11 for liquidated damages for construction time overrun and the net of final quantities for concrete pavement removal, marking removal, lime, concrete pavement poured, sodding, boring and duct bank; bringing the total contract amount from \$6,507,736.10 down to \$5,884,768.79; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project was awarded to Brizo Construction, LLC. on August 23, 2022. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant #37.

#### SEE ATTACHMENTS ON PAGES 53 - 54

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

(f).Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.452(3), for broken or obsolete items.

#### SEE ATTACHMENTS ON PAGES 55 - 61

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

(g).Consider and approve, execute, receive and file disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 62 - 63

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

# **COUNTY AUDITOR:**

(a).Consider and approve FY 2024 budget transfer– Constable Pct. 1– additional cost for postage.

#### SEE ATTACHMENTS ON PAGES 64 - 64

120-3065-425-4052	POSTAGE	\$9.00	
120-3065-425-3078	OFFICE SUPPLIES		\$9.00

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

(b).Consider, and approve Resolution for 2025 Indigent Defense Formula grant application.

## SEE ATTACHMENTS ON PAGES 65 - 65

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

(c).Consider, approve, and authorize County Judge to execute SAVNS Maintenance Contract OAG No. C-01726.

#### SEE ATTACHMENTS ON PAGES 66 - 98

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

(d).Consider and approve the VINE (Victim Information & Notification Everyday) Program service agreement with Appriss for 09/01/24 -08/31/25. Cost of contract is reimbursed by the Office of the Attorney General.

SEE ATTACHMENTS ON PAGES 99 - 99

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

(e).Consider and approve electronic disbursement for \$406,974.61 to LaSalle for revenue received from entities for inmate housing.

#### NO ATTACHMENTS

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

(f).Receive and file revised Exhibit A for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with The H.O.W. Center, Inc.

#### SEE ATTACHMENTS ON PAGES 100 - 100

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

(g).Consider and approve expenditure by Voter Registration in accordance with order pursuant to section 130.908 of Texas Local Government Code. Cost associated with yearly subscription with Access Imaging Solutions in the amount of \$15,144.00.

#### SEE ATTACHMENTS ON PAGES 101 - 101

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

(h).Consider and approve expenditure by Road & Bridge Pct.1 in accordance with order pursuant to section 130.908 of Texas Local Government Code. Cost associated with new purchases of new tank monitoring system (\$11,570), replacement service truck (\$85,518) and replacement dump truck (\$121,966).

SEE ATTACHMENTS ON PAGES 102 - 102

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

(i).Consider and authorize County Judge to execute a Texas Safety Program Grant agreement between Jefferson County, Texas and the State of Texas for the STEP Comprehensive Program for the period 10/01/2024 to 09/30/2025.

## SEE ATTACHMENTS ON PAGES 103 - 136

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

(j).Consider and authorize County Judge to execute sales contract for the purchase of the property located at 5220 Roberts Rd., Beaumont TX 77705, as part of the Jefferson County's Home Buyout program with Hurricane Harvey grant funds through the Texas General Land Office contract 20-066-036-C242. Consider and authorize the County Judge or the County Auditor to execute all other necessary documents for the closing of this property.

#### SEE ATTACHMENTS ON PAGES 137 - 149

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

(k).Regular County Bills -check #521766 through check #522003.

#### SEE ATTACHMENTS ON PAGES 150 - 158

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

 Consider and possibly approve orders to authorize the following change to TCDRS Plan Provisions for Jefferson County to be effective January 1, 2025. Adopt a flat rate 2% COLA for retirees.

SEE ATTACHMENTS ON PAGES 159 - 159

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

# **COUNTY COMMISSIONERS:**

(a).Consider and possibly approve a proclamation for National 4 - H Month.

SEE ATTACHMENTS ON PAGES 160 - 160

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

(b).Consider and possibly approve a donation from Bechtel of road barriers to Jefferson County pursuant to Sec. 81.032, Texas Local Government Code.

NO ATTACHMENTS

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

(c).Consider, possibly approve and authorize the County Judge to execute a Direct Cost Reimbursement Agreement between Jefferson County and PALNG Operator Company, LLC to reimburse costs incurred by state and local agencies in providing emergency response services pursuant to Section 3A(e) of the Natural Gas act, 15 U.S.C. Sec. 717B-1(e).

SEE ATTACHMENTS ON PAGES 161 - 163

Motion by: Sinegal Second by: Erickson In Favor: Branick, Arnold, Erickson, Sinegal, Alfred Action: APPROVED (d).Consider, possibly approve and authorize the County Judge to execute Demolition Waivers, requested by the City of Port Arthur, for unsafe structures located at:

900 San Jacinto Ave., Port Arthur, Texas - Lot 19, Block 1 Lawndale Addition

830 Sabine Ave., Port Arthur, Texas - Lot 4, Block 4, Jefferson Homesites Addition and

3737 26th Street, Port Arthur, Texas - Lot 19 Griffing Addition 526 E. 19th Street, Port Arthur, Texas - W ½ of Lot 2 & all of Lot 3 Block 449, City of Port Arthur Addition

## SEE ATTACHMENTS ON PAGES 164 - 206

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

(e).Consider, possibly approve, authorize the County Judge to execute, receive and file the Certificate of Appointment (renewal) of Dr. Ezea Ede as the Local Health Authority for Jefferson County pursuant to Texas Health & Safety Code, Sec. 121.021.

#### SEE ATTACHMENTS ON PAGES 255 TO 259

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

(f).Consider, possibly approve, and authorize the County Judge to execute the FY2024 SB 224 Catalytic Converter Grant Interlocal Agreement for Southeast Texas Auto Theft Task Force, FY2025 SB 224 Catalytic Converter Grant Interlocal Agreement for Southeast Texas Auto Theft Task Force, and the FY2025 Auto Theft Grant Interlocal Agreement for Southeast Texas Auto Theft Task Force, between Jefferson County, Hardin, Orange and Jasper Counties and the Cities of Beaumont and Port Arthur.

NO ATTACHMENTS

**Action: TABLED** 

# **DISTRICT CLERK:**

a).Conduct a Public Hearing to consider taking action regarding approval ofa contract between Jefferson County and Linbarger Goggins Blair & Sampson, LLP for legal services to collect unpaid fines, fees and court costs owed to the Jefferson County District Courts pursuant to Sec. 140.009, Texas Local Government Code and Art. 103.0031, Texas Code of Criminal Procedure.

### SEE ATTACHMENTS ON PAGES 218 - 221 Judge Branick opened the floor for the Public Hearing; being no comments, he closed the Public Hearing.

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

(b).Consider and possibly approve a Resolution of the Commissioner's

Court of Jefferson County regarding Linebarger Goggan Blair & Sampson, LLP as being fully qualified as special counsel to perform all legal services pursuant to Sec. 2254.1036 of the Texas Government Code.

# SEE ATTACHMENTS ON PAGES 207 - 208

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

(c).Consider and possibly approve, and authorize the County Judge to execute an Agreement between Jefferson County and the Law Firm of Linebarger Goggan Blair & Sampson to act as special counsel to perform all legal services necessary to collect unpaid fines, fees and court costs as provided in the Texas Code of Criminal Procedure Art. 103.031 and by Sec. 140.009 of the Texas Local Government Code; and b) Authorize the County Judge to sign the Agreement on the County's behalf.

## SEE ATTACHMENTS ON PAGES 209 - 217

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

# **ENGINEERING DEPARTMENT:**

(a).Execute, receive and file Utility Permit 10-U-24 between Jefferson County and Meeker Municipal Water District, for the purpose of a Potable Water line project. The Water line will be placed along a route Old Sour Lake Road for approximately 1000 feet. This project is located in Jefferson County in Precinct 1.

SEE ATTACHMENTS ON PAGES 219 - 235

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

(b).Execute, receive and file Utility Permit 11-U-24 between Jefferson County and CenterPoint Energy, for the purpose of a Gas line project. The Gas line will be placed along a route from Moore Road to and along a portion of Roll Road. This project is located in Jefferson County in Precinct 1.

#### SEE ATTACHMENTS ON PAGES 236 - 246

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

(c).Consider and possibly approve a Replat of 3.298 acres out of Lot 3 into Lots 3B-1 & 3B-2 Garth Industrial Park, out of the L.J. Kopke Survey Abstract No. 569 Jefferson County, Texas. This Replat is located off of Garth Road in Precinct #4 and is in City of Beaumont ETJ. This Replat has met all of Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 247 - 248

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

# **ENVIRONMENTAL CONTROL:**

(a).Consider and possibly approve Environmental Control's application for the NEHA-FDA Retail Flexible Funding Model (RFFM) Grant Program. These are fully funded grants in an amount up to \$35,500 and requires no cash match from the county.

NO ATTACHMENTS

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

# **HUMAN RESOURCES:**

(a).Consider and possibly approve revisions to the Personnel Policies
 Practices and Procedures Manual for the following policies: Section 4.2 Employment Process; and Section 10.1 - Wages

## SEE ATTACHMENTS ON PAGES 249 - 254

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

# **OTHER BUSINESS:**

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

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

Jeff R. Branick County Judge

# Regular, October 08, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 08, 2024.

# CONTRACT RENEWAL FOR IFB 21-046/YS TERM CONTRACT FOR SHERIFF'S DEPARTMENT LAW ENFORCEMENT AND CORRECTIONS EQUIPMENT AND UNIFORMS

The County entered into a contract with TND Workwear Co., LLC for one (1) year, from October 5, 2021 to October 4, 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from October 2, 2024 to October 1, 2025.

ATTEST:

xanne Acosta Hellberg, County Clerk



JEFFERSON COUNTY TEXAS

Jeff Branick, County Judge

CONTRACTOR: TND Workwear Co., LLC (Name)

# CONTRACT RENEWAL FOR IFB 21-046/YS TERM CONTRACT FOR SHERIFF'S DEPARTMENT LAW ENFORCEMENT AND CORRECTIONS EQUIPMENT AND UNIFORMS

The County entered into a contract with Burgoon Company for one (1) year, from October 5, 2021 to October 4, 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from October 2, 2024 to October 1, 2025.

ATTEST:

Roxanne Acosta Hellberg, County Clerk Jef



CONTRACTOR: Burgoon Company

JEFFERSON COUNTY, TEXAS

County Judge

Dean Hamil

(Name)

# **CONTRACT RENEWAL FOR IFB 21-046/YS TERM CONTRACT FOR SHERIFF'S DEPARTMENT LAW ENFORCEMENT AND CORRECTIONS EQUIPMENT AND UNIFORMS**

The County entered into a contract with Galls, LLC for one (1) year, from October 5, 2021 to October 4, 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from October 2, 2024 to October 1, 2025.

Pricing for this renewal will be pursuant to the attached schedule.

ATTEST:

JEFFERSON COUNTY, TEXAS

Rokanne Acosta Hellberg, County Clerk

Min Stranger

Jeff Br ounty Judge

CONTRACTOR:

Galls, LLC fill

(Name)

# **Current Pricing**

IFB 21-046/YS, Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms

Awarded: October 5, 2021

Renewal 1: 10/04/2022 - 10/03/2023 Renewal 2: 10/3/2023 - 10/2/2024 Renewal 3: 10/2/2024 - 10/1/2025

Updated 10/01/2024

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
1	Elbeco Textrop2 Women's Long Sleeve, mfg# 2049 1	Elbeco #2049 1	15 days ARO	Galls, LLC	\$4 <del>2.00</del> \$45.57 \$51.04 \$55.12
2	Elbeco Textrop2 Men's Long Sleeve Zippered Shirt, mfg# 313 00	Elbeco #313 00	15 days ARO	Galls, LLC	\$4 <del>2.00</del> \$45.57 \$51.04 \$55.12
3	Elbeco Textrop2 Four (4)- Pocket Trousers, mfg# E320RN	Elbeco #E320RM	15 days ARO	Galls, LLC	<del>\$40.00</del>
4	Elbeco Textrop2 Women's Long Sleeve Shirt, mfg# 2049 1	Elbeco #2049 1	15 days ARO	Galls, LLC	\$42.00 \$45.57 \$51.04 \$55.12
5	Elbeco Textrop2 Women's Four (4)-Pocket Trousers, mfg# E9314LC	Elbeco #E9314LC	15 days ARO	Galls, LLC	<b>\$40.00 \$43.40 \$48.61</b> \$52.50
6	Galls Water Resistant Duty Jacket, mfg# JA477	Galls JA477	15 days ARO	Galls, LLC	<del>\$55.00 \$59.68 \$65.64</del> \$70.89
7	Liberty Lined Windbreaker, mfg# 560	Liberty #560	15 days ARO	Galls, LLC	\$21.50 \$23.33 \$25.66 \$27.71
8	Liberty Uniforms Reversible Ansi 3 Hi Viz Raincoat with Logo, mfg# 586MFL	Liberty #586MFL	15 days ARO	Galls, LLC	\$ <del>65.00 \$70.53</del> \$77.58 \$83.78
9	Neese 48" PVC Vinyl Raincoat, Solid, No Logo, mfg# 1650C	Neese #1650C	15 days ARO	Galls, LLC	<del>\$7.50 \$8.14 \$8.95</del> \$9.67
10	Propper I.C.E. Performance Polo Shirt, Short Sleeve, Men (mfg# F534172, Women (mfg# F53277)	Propper #F534172 Propper #F53277	15 days ARO	Galls, LLC	<del>\$36.75 \$39.87 \$45.43</del> \$49.06
11	Propper I.C.E. Performance Polo Shirt, Long Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Propper #F5315 Propper #F535772001	15 days ARO	Galls, LLC	<del>\$38.75 \$42.04</del> \$4 <del>6.25</del> \$49.95
12	Dutyman Garrison Belt	Dutyman #1611U	15 days ARO	Galls, LLC	\$19.00 \$20.62 \$22.68 \$24.49
13	Kevlar Gloves, Damascus DSX-100 Elite Tactical OPS Gloves	Hatch Gloves #KSG500	15 days ARO	Galls, LLC	<del>\$24.00 \$26.04 \$28.64</del> \$30.94
14	Name Badge, Blackinton Nameplate, 2" x 3/8", item J2	Blackington #J2	15 days ARO	Galls, LLC	<del>\$11.00</del>
15	Cuff Case, Safariland Model 190, Closed Top Cuff Case	Safariland #190	15 days ARO	Galls, LLC	<del>\$29.00 \$31.47 \$34.93</del> \$37.72
16	Handcuffs, Nickel, Peerless Model 700	Peerless #700	15 days ARO	Galls, LLC	\$21.80 \$23.65 \$26.02 \$28.10
17	Handeuffs, Color-Plated, Peerless Model 750	Peerless #750	15 days ARO	Galls, LLC	\$25.90 \$28.10 \$30.91 \$33.38

ltem	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
18	Leg Irons, Standard, Smith & Wesson 1900	Smith & Wesson 1900 Cuffs	15 days for all items except for ballistics, all may vary due to Covid	<del>TND Workwear</del> <del>Co., LLC</del> Galls, LLC	<del>\$32.00</del> <del>\$39.61</del> <del>\$43.56</del> \$47.05
19	One Man Restraint	Galls #RS130	15 days ARO	Galls, LLC	\$18.00 \$19.53 \$21.48 \$23.20
20	Law Pro Premium Watch Cap, mfg# 425-6636	LawPro #425-6636	15 days ARO	Galls, LLC	\$ <del>3.95</del> \$4 <del>.29</del> \$4.71 \$5.09
21	Propper Tactical Duty Belt, mfg# F560375001	Propper #F560375001	15 days ARO	Galls, LLC	<del>\$7.00</del> <del>\$7.60</del> <del>\$8.35</del> -\$9.02
22	Blauer Stretch Adjustable Cap, mfg# 182-1	Blauer #182-1	15 days ARO	Galls, LLC	<b>\$9.75 \$10.58 \$11.7</b> 4 \$12.68
23	Blauer Stretch Fitted Cap, mfg# 182	Grainger #21X171	5-15 days	Burgoon Co.	<del>\$10.00 \$10.38</del> \$14.15
24	Law Pro ½" S.O. Collar Pins, nickel (mfg# QM4321N), gold (mfg# QM4321G)	LawPro #QM4321N LawPro #QM4321G	15 days ARO	Galls, LLC	\$4 <del>.75</del> \$5.15 \$5.67 \$6.12
25	5.11 Tactical Taclite Pro Pants, mfg# 74273	5.11 #74273	15 days ARO	Galls, LLC	<del>\$39.00</del> \$4 <del>2.32</del> \$46 <del>.55</del> \$50.27
26	5.11 Tactical Taclite Pro Women's Ripstop Pants, mfg# 64360	5.11 #64360	15 days ARO	Galls, LLC	<del>\$39.00</del>
27	Tru-Spec 24-7 Series Original Tactical Pants, mfg# 1062082	Propper #F5252-50	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC	\$32.95
28	Tru-Spec Women's 24–7 Series Original Tactical Pants	Propper #F5295-50	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC	\$32.95
29	5.11 Tactical 5-in-1 Jacket, mfg# 48017	5.11 #48360	15 days ARO	Galls, LLC	\$180.00 \$195.30 \$214.83 \$232.02
30A	Polo Shirt – Propper I.C.E. Performance Polo Shirt, Long- Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Propper #F5315 Propper #F535772001	15 days ARO	Galls, LLC	<del>\$38.75</del>
30B	Polo Shirt – Propper I.C.E. Perfomance Polo Shirt, Short- Sleeve, Men (mfg# F534172, Women (mfg# F53277)	Propper #F534172 Propper #F53277	15 days ARO	Galls, LLC	<del>\$36.75 \$39.87</del> \$ <del>43.8</del> 6 \$47.37
30C	Polo Shirt – Elbeco Response UFX Tactical Performance Polo, Short-Sleeve, Women (mfg# K5171LC/K5178LC), Elbeco UFX Tactical Short- Sleeve Polo, Men (mfg# K5138)	Elbeco #K5171LC Elbeco #K5178LC Elbeco #5138	15 days ARO	Galls, LLC	<del>\$41.00 \$44.49 \$49.82</del> \$53.81
30D	Polo Shirt – Elbeco Women's UFX Long-Sleeve Performance Polo (mfg# K5184LC), and Elbeco UFX Tactical Long- Sleeve Polo (mfg# K5151)	Elbeco #K5184LC Elbeco #K5151	15 days ARO	Galls, LLC	<del>\$44.00 \$47.74 \$53.47</del> \$57.75
31	Belt, Safariland 87	Safariland #87	15 days ARO	Galls, LLC	\$51.60 \$55.99 \$62,14 \$67.12
32	Belt, Safariland 99	Grainger #36P264	5-15 days	Burgoon Co.	<del>\$11.15</del> \$11.38

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
33	5.11 Tactical Belt (59501)	5.11 #59501	15 days ARO	Galls, LLC	\$30.00 \$32.55 \$35.81 \$38.67
34	Plain Black Handcuff Holder with Open Top for 2.25" Duty Belt, Safariland SAF-090-1-16)	Safarilad #090-1-16	15 days ARO	Galls, LLC	<del>\$20.55                                   </del>
35	Baton Holder, Safariland, 26", Expandable (SAF-35-F26-2)	Safariland #35-F26-2	15 days ARO	Galls, LLC	\$23.55 \$25.55 \$28.36 \$30.63
36	Holser, Level III (Safariland 6360)	Safariland #6360	15 days ARO	Galls, LLC	<del>\$113.00 \$122.61</del> <del>\$136.09</del> \$146.98
37	Double Magazine Holder (Safariland SAF-77-83-2)	Safariland #77-83-2	15 days ARO	Galls, LLC	<del>\$28.35</del> <del>\$30.76</del> \$34.14 \$36.87
38	Open Top Double Magazine Holder (Safariland SAF-75-83- 2)	Grainger #36P220	5-15 days	Burgoon Co.	<del>\$21.07</del> \$20.62
39	OC Spray Holder (Safariland SAF-38-4-2B)	Safariland #38-4-2B	15 days ARO	Galls, LLC	<b>\$22.90 \$24.85 \$27.58</b> \$29.79
40	Slotted Belt Keepers (Safariland SAF-63-2B)	Grainger #40N764	5-15 days	Burgoon Co.	<del>\$4.93</del> \$5.04
41	Traffic Vest (Vizguard S912)	Spiewak #S912	15 days ARO	Galls, LLC	\$ <del>35,25</del>
42	Red Cone Stinger (STL-75903)	Streamlight #75903	15 days ARO	Galls, LLC	\$4 <del>.10</del> \$4.45 \$4.94 \$5.33
43	Stinger Flashlight Bulb (STL- 75914)	Streamlight #75914	15 days ARO	Galls, LLC	<del>\$5.98 \$6.49 \$7.20</del> \$7.78
44	Stinger Flashlight Lens Kit (STL-765956)	Streamlight #765956	15 days ARO	Galls, LLC	\$10.25 \$11.12 \$12.34 \$13.33
45	Singer DS LED-Polymer (STL- 76113)	Streamlight #76113	15 days ARO	Galls, LLC	\$99.00 \$107.42 \$119.23 \$128.77
46	ASP Baton, Black (ASP 52611)	ASP #52611	15 days ARO	Galls, LLC	<del>\$91.25 \$99.01 \$108.91</del> \$117.62
47	Belt Keepers (Safariland SAF- 65-4-2B)	Safariland #65-4-2B	15 days ARO	Galls, LLC	\$10.25 \$11.12 \$12.34 \$13.33
48	Elbeco Ladies Choice Textrop2 Hidden Cargo Pocket Pants (mfg# E9390LC)	Elbeco #E9390LC	15 days ARO	Galls, LLC	\$4 <del>3.00</del> \$46.66 \$52:25 \$56.43
49	Elbeco Textrop2 Hidden Cargo Pocket Pants (mfg# E390R 00029)	Elbeco #E390R 00029	15 days ARO	Galls, LLC	\$43.00 \$46.66 \$52.25 \$56.43
50	Galls Women's Agent LTC G- Tac Soft-Shell Jacket (mfg# JA1312)	Galls #JA1312	15 days ARO	Galls, LLC	<del>\$42.00 \$45.57 \$50.13</del> \$54.14
51	Galls Agent LTC G-Tac Soft- Shell Jacket (mfg# JX778)	Galls #JX778	15 days ARO	Galls, LLC	\$42.00 \$45.57 \$50.13 \$54.14
52	Propper Tac U Combat Shirt (mfg# 541738330)	Propper	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC	\$37.50
53	Propper Women's Kinetic Pant (mfg# F52594)	Propper #F52594	15 days ARO	Galls, LLC	\$38.00 \$41.23 \$45.35 \$48.98
54	Propper Men's Kinetic Pant (mfg# F52944)	Propper #f52944	15 days ARO	Galls, LLC	<del>\$38.00 \$41.23</del> \$45.35 \$48.98
55	5.11 Tactical Fast-Tac Uniform Hat (mfg# 89098)	5.11 #89098	15 days ARO	Galls, LLC	<b>\$7.50 \$8.14 \$8.95</b> \$9.67
56	Point Blank R20-D Tactical Carrier with Molle (mfg# R20D-MO)	Grainger #48TK04	5-15 days	Burgoon Co.	<del>\$84.69</del> \$93.36

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
57	Blauer Polyester Armorskin XP (mfg# 8370XP)	Blauer #8370CXP	15 days ARO	Galls, LLC	<del>\$79.00 \$85.72 \$95.14</del> \$102.76
58	Streamlight Stinger Battery NiMH (STL-75375)	Grainger #11U132	5-15 days	Burgoon Co.	<del>\$13.87</del> \$15.23
59	Holster Level III (Safariland 7360)	Sarariland 7360	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC	\$119.96
60	Richardson Call Cap (PTS30)	Richardson #PTS30	15 days ARO	Galls, LLC	<del>\$9.75</del>
61	Elbeco Short-Sleeve Undervest Shirt (mfg# UVS102)	Elbeco #UVS102	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$47.39 \$51.18
62	Elbeco Ladies Choice Short- Sleeve Undervest Shirt (mfg# UVS104)	Elbeco #UVS104	15 days ARO	Galls, LLC	<del>\$39.00 \$42.32 \$47.39</del> \$51.18
63	Elbeco Undervest Long-Sleeve Shirt (mfg# UVS1171)	Elbeco #UVS1171	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$47.39 \$51.18
64	Elbeco Ladies Choice Undervest Long-Sleeve Shirt (mfg# UVS103)	Elbeco #UVS103	15 days ARO	Galls, LLC	<del>\$42.00</del>
65	5.11 Tactical Men's Long Sleeve Class B Stryke PDU Shirt (mfg# 72074)	5.11 #72074	15 days ARO	Galls, LLC	<del>\$65.00 \$70.53</del> <del>\$77.58</del> \$83.78
66	5.11 Tactical Men's Short- Sleeve Class A Stryke PDU Shirt (mfg# 71037)	5.11 #71037	15 days ARO	Galls, LLC	<del>\$58.00 \$62.93 \$69.22</del> \$74.76
67	5.11 Tactical Taclite PDU Class B Pant (mfg# 74371)	5.11 #74371	15 days ARO	Galls, LLC	\$45.00 \$48.83 \$53.71 \$58.00
68	Propper Lightweight Women's Tactical Trousers (mfg# F52955)	Propper #F52955	15 days ARO	Galls, LLC	<del>\$30.00 \$32.55 \$35.81</del> \$38.67
69	5.11 Tactical Apex Pants (mfg# 74434)	5.11 #74434	15 days ARO	Galls, LLC	<del>\$55.00 \$59.68</del> \$65.64 \$70.89
70	5.11 Tactical Apex Pants, Women's (mfg# TR2244- 64446)	Grainger #488J97	5-15 days	Burgoon Co.	<del>\$51.23</del> \$52.24
71	5.11 Tactical Stryke Pants with Flextac (mfg# 74369)	5.11 #74369	15 days ARO	Galls, LLC	\$56.00 \$60.76 \$66.84 \$72.18
72	5.11 Tactical Women's Stryke Pants (mfg# 64386)	5.11 #64386	15 days ARO	Galls, LLC	\$56.00 \$60.76 \$66.84 \$72.18
73	Propper Summer Weight Long- Sleeve Tactical Shirt (mfg# F53463C001)	Propper #F53463C001	15 days ARO	Galls, LLC	<del>\$35.00</del>
74	Propper Summer Weight Short- Sleeve Tactical Shirt (mfg#F53743C001)	Propper #F53743C001	15 days ARO	Galis, LLC	<del>\$34.00 \$36.89 \$40.58</del> \$43.83
75	5.11 Tactical Radio Pouch, MOLLE Compatible (mfg# 58718)	5.11 #58718	15 days ARO	Galls, LLC	\$ <del>17.50 \$18.99 \$20.89</del> \$22.56
76	5.11 Tactical VTAC 6x6 Utility Pouch (mfg# 58713)	5.11 #58713	15 days ARO	Galls, LLC	\$20.75 \$22.51 \$24.77 \$26.75
77	5.11 Tactical Flex Double Pistol Mag Pouch (mfg# 56425)	5.11 #56424	15 days ARO	Galls, LLC	<del>\$18.50 \$20.07 \$22.0</del> 8 \$23.85
78	5.11 Tactical Taclite 11" Shorts (mfg# 73308)	5.11 #73308	15 days ARO	Galls, LLC	\$35.00 \$37.98 \$41.77 \$45.11
79	5.11 Tactical Men's Short Sleeve Freedom Flex Woven Shirt (mfg# 71340)	5.11 #71340	15 days ARO	Galls, LLC	<b>\$41.50 \$45.03 \$49.53</b> \$53.49

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
80	Eddie Bauer Short Sleeve Performance Fisher Shirt (EB602)	Eddie Bauer #EB602	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$46.55 \$50.27
18	Lawpro Long Sleeve Bike Patrol Polo (mfg# SW1825)	Law Pro #SW1825	15 days ARO	Galls, LLC	\$32.00 \$34.72 \$38.19 \$41.25
82	Lawpro Short Sleeve Bike Patrol Polo (mfg# SW1824)	Law Pro #SW1824	15 days ARO	Galls, LLC	\$29.00 \$31.47 \$34.61 \$37.38
83	Blauer Long Sleeve Colorblock Performance Polo Shirt (style# 8143)	Blauer #8143	15 days ARO	Galls, LLC	\$ <del>62.00</del>
84	Blauer Short Sleeve Colorblock Performance Polo Shirt (style# 8133)	Blauer #8133	15 days ARO	Galls, LLC	<del>\$49.00 \$53.17 \$59.01</del> \$63.73
					Percent Discount
85	Additional Items				Galls, LLC - <del>15%</del> 16% TND Workwear Co., LLC - 15% in store
86	Ballistic Vest				Galls, LLC - 45% 49% TND Workwear Co., LLC - \$815.95 (total cost, Point Blank B21- 1)

#### **Burgoon Company**

PO Box 290 Texas City TX 77592 attn: Dean Hamil <u>dhamil@burgooncompany.com</u> ph: 281-380-3900

#### Galls, LLC

13040 Russell Cave Road Lexington KY 40505 attn: David Adams <u>bidreview@galls.com</u> ph: 858-787-0428

#### TND Workwear Co., LLC

5550 Eastex Freeway, Suite L Beaumont TX 77708 attn: Tony Cervantes tony@tndworkwear.com ph: 409-892-7836 August 13, 2024

Via Electronic Mail

Jefferson County Financial Services Procurement Services 1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, TX 77701 mreeves@co.jefferson.tx.us

Re: Renewal and Price Increase Notification for Jefferson County - Sherriff and Corrections Uniforms and Equipment - IFB 21-046YS

Dear Procurement Services:

I hope this message finds you well. I am writing to inform you of an upcoming price adjustment for the goods and services provided by Galls under Jefferson County - Sherriff and Corrections Uniforms and Equipment - IFB 21-046YS. Due to increased costs from our suppliers and changes in market conditions affecting labor, utility, and shipping costs, we find it necessary to request a price increase of 8%.

Effective on the renewal date or the earliest effective date as per our contract terms, the price of the items listed in the attached updated price schedules will be adjusted accordingly. This increase will also apply to all other off-contract items purchased by your agency at the same rate of 8%.

To support this request, we have enclosed the necessary documentation, including CPI/PPI indices and the updated contract pricelists. We believe this adjustment is essential to continue providing the high level of service and quality you expect from Galls.

Should you have any questions or require further information, please do not hesitate to contact Kerstin Wright, <u>wright-kerstin@galls.com</u>, (859)800-1421. We value your partnership and appreciate your understanding in this matter.

Thank you for your attention to this important update.

Sincerely,

Kerstin Wright Contract Management Specialist Galls LLC

Enclosures:

- CPI/PPI Documentation
- Updated Contract Pricelist

1340 Russell Cave Road Lexington, KY 40505



#### Dear Valued Partner,

1340 Russell Cave Road Lexington, KY 40505

As we navigate through 2024, the landscape of economic challenges continues to evolve, yet the inflationary pressures we have witnessed over the past years persist. At Galls, our commitment to delivering quality products and services to our esteemed customers, like you, remains unwavering. However, the current economic conditions have necessitated some difficult decisions to ensure we continue to meet your needs with the excellence you've come to expect.

#### **Understanding the Pressures**

The inflationary environment, while slowing in recent months, shows little signs of abating. Despite our rigorous efforts to mitigate these effects—through renegotiating with our suppliers and enhancing our operational efficiencies—the reality compels us to adjust our pricing to reflect the escalating costs we are facing.

#### **Supplier Costs**

Our partners and suppliers have been compelled to adjust their pricing structures, often passing on double-digit increases to us. This trend spans across the board, affecting essential items such as uniforms, tactical pants, boots, and duty belts. These adjustments are a direct reflection of the growing costs in manufacturing and procurement, unprecedented in both frequency and magnitude.

#### **Transportation Hurdles**

The lingering aftermath of the pandemic continues to exert pressure on transportation costs, a vital component of our supply chain. In 2023, we observed an 7% increase in shipping costs through providers like FedEx, UPS, and the US Postal Service.

#### Labor and Talent Retention

Our dedication to fostering a skilled and motivated workforce to serve our heroes in the frontline, military, and public safety sectors has never been stronger. However, the competitive job market, alongside federal wage adjustments and rising insurance premiums, has necessitated a substantial increase in our labor expenses. Ensuring that we attract and retain the best talent comes at a higher cost, reflecting a 10% increase in wage expenses in 2023.

#### **Moving Forward Together**

We do not take these adjustments lightly, knowing well that any increase in costs affects not just our operations but also the budgets of our partners.

We are immensely grateful for your business and continued partnership. Our team at Galls is here to assist you through these changes and ensure that we continue to meet your needs effectively.

Thank you for your unwavering trust and partnership.

Mike Fadden Chief Executive Officer Galls, LLC

Consumer Price Index for All Urban Consumers (CPI-U) 12-Month Percent Change

# Series Id:CUUR0000SA0Not Seasonally AdjustedCUUR0000SA0Series Title:All items in U.S. city average, all urban consumers, notArea:U.S. city averageItem:All itemsBase Period:1982-84=100Years:2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jal	Aug	Sep	oct	Nov	Dec	Annual	HALF1	HALF2
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.6	1.7	1.5
2015	-0-	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	0.1	-0.1	0.3
2016	1,4	1.0	0.9	1,1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	13	1.1	1.5
2017	2.5	2.7	24	2.2	1,9	1.6	1.1	1.9	2.2	2.0	2.2	2.1	2.1	22	2.0
2018	2.1	22	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4	2.5	24
2019	1.6	1.5	1,9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8	1.7	1.9
2020	2.5	2.3	1.5	0.3	0.1	0.6	1,0	1.3	1.4	1,2	1.2	1.4	1.2	1.2	1.2
2021	1.4	1.7	2.6		5.0	5.4	5.4	5.3	5.4	6.2	6.8	70	4.7	3.4	6.0
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.0	8.3	7.7
2023	6.4	6.0	5.0		4.0	3.0	3.2	3.7	3.7	3,2	3.1	3.4	4.1	4,9	3.4
2024	3.1	3.2	35	3.4	3.3	3.0								3.2	

25



#### Subject: Galls-ATLANCO/TRU-SPEC Price Increase Effective April 1st, 2024

Attn: Monique Mitchell

Dear Monique,

This letter confirms that, effective April 1st, 2024, ATLANCO/TRU-SPEC will implement a price increase on select styles and products to Galls. This increase is necessary due to rising costs of materials, trim, labor, and transportation.

We understand that price increases can be disruptive, and we want to assure you that this is the first increase we have implemented in over two years. The overall average increase will be approximately 3% across our entire product line.

We apologize for any inconvenience this may cause. If you have any questions or require further information, please do not hesitate to contact us.

Repáro Darrell Jacks







Blauer Manufacturing Company 20 Aberdeen Street Boston, MA 02215 USA

December 14, 2023

To Whom It May Concern:

Blauer's January 2024 price list includes increases on most items in our line. The good news is that the inflationary pressures we've all been forced to deal with over the past few years have greatly eased and Blauer's 2024 price list includes typical increases of 3% or less to cover basic labor and material cost increases. The relatively small number of items with price increases greater than 3% are generally non-core items. Included with this letter is an item-by-item summary of the price increases for the period of July 1, 2023 to January 1, 2024.

Sincerely,

Thom W.

Thomas Ames Vice President – Business Development Blauer Manufacturing Company tames@blauer.com



Effective 1/1/24

STYLE	DESCRIPTION	% Increase Over '23 (Distributor)
KN1004	Invader Folding Knife	16%
CH100	Body Worn Camera Mount	13%
CH101	Body Worn Camera Mount - Wide Clips	11%
CH102	Axon Body Worn Camera Mount	11%
BG101	Silent Partner Bag	9%
137	BDU Garters	7%
189	B.COOL® Performance Visor	7%
8335	Pursuit Training Shorts	7%
8650P61T	Polyester 6-Pocket Pants	7%
8650T	Polyester Classic Pants	7%
8655T	Polyester Cargo Pants	7%
8657T	Polyester Covert Cargo Pants	7%
BG100	Gin Bag	7%
FM100	Face Mask	7%
PD9820	9820 Pull-Down Set	7%
TIEBAR-TAB	Tiebar	7%
188	B.COOL® Performance Cap	6%
FW026WP	Clash™ V2 Waterproof 6" Boot	6%
PR110	Reusable Shopping Bag	6%
PR200	Storm Book	6%
182	Fitted Cap	5%
182-1	Adjustable Stretch Cap	5%
FW026LT	Clash™ V2 6" Boot	5%
FW053	Crush™ Trainer	5%
FW056	Crush™ Shoe	5%
132	USPS Rain Leggings	4%
183	Softshell Insulated Ball Cap	4%
185	B.DRY® Adjustable Cap	4%
198	Flex RS™ Air Vent Adjustable Cap	4%
174-1	ArmorSkin® Suspension System	4%
8600-Z	Zippered Polyester LS Shirt	4%
8813T	StreetGear® Flex Metro Cargo Pants	4%
FW038WP	Rift™ 8" Waterproof Boot	4%
FW048	Assail™ Boot	4%
GL102	The Clutch Glove	4%

KN1002B	Back Up Fixed Blade Knife	4%
KN1008	Raider Folding Knife	4%
KN1010	Patriot Folding Knife	4%
KN1011	Tactical Money Clip	4%
SKA19	Job 9" Sock (2-Pack)	4%
SKS19	B.COOL® Performance 9" Sock (2-Pack)	4%
101	Hat Cover	3%
104	Cap Cover	3%
106	Montana Hat Cover	3%
107	Reversible Hat Cover	3%
122	USPS Rain Hood	3%
125	Watch Cap	3%
156	ID Arm Band	3%
160	Skull Cap	3%
161	Fleece Skull Cap	3%
315	I.D. Jacket	3%
6120	B.DRY® 3-Season Jacket	3%
6125	B.DRY® 3-Season Jacket and Pile Collar	3%
8203	ResponderFR™ LS Shirt	3%
8213	ResponderFR™ Shirt	3%
8215	100% Cotton Cargo Pants	3%
8230	ResponderFR™ Work Pants	3%
8235	ResponderFR™ Cargo Pants	3%
8236	ResponderFR™ Cargo Shorts	3%
8245	100% Cotton Cargo Shorts	3%
8250	100% Cotton Work Pants	3%
8255	100% Cotton LS Shirt	3%
8256	100% Cotton Shirt	3%
8260	ResponderFR™ LS SuperShirt®	3%
8265	ResponderFR™ SuperShirt®	3%
8271	ResponderFR™ LS Base Shirt	3%
8272	ResponderFR™ Base Shirt	3%
8371	Polyester ArmorSkin® LS Base Shirt	3%
8431	Cotton Blend LS Shirt	3%
8574	FlexPro™ Wool Classic Pants	3%
8577	FlexPro™ Wool Covert Cargo Pants	3%
8585	ClassAct® Wool Dress Pants	3%
8670	Polyester LS SuperShirt®	3%
8671	Flex RS™ LS SuperShirt®	3%
8675	Polyester SuperShirt®	3%
8715	StreetGear® Flex Shirt	3%
8760	Recruit LS Shirt	3%
8765	Recruit Shirt	3%
8846	TenX™ Tactical Shorts	3%

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9265	FlexForce™ Jumpsuit	3%
9818	SuperLight™ Flex Shell Jacket	3%
125XCR	Lined Watch Cap	3%
26950-40	B.DRY® All Purpose Jacket with Job Shirt Liner (4640X)	3%
8555T	Wool LT Classic Pants	3%
8560P10T	Wool Blend 10-Pocket Pants	3%
8560P8FT	Wool Blend 8-Pocket Pants	3%
8560T	Wool Blend Classic Pants	3%
8561P6T	Wool Blend 6-Pocket Pants	3%
8561P7T	Wool Blend 7-Pocket Pants	3%
8565T	Wool Blend Cargo Pants	3%
8567T	Wool Blend Covert Cargo Pants	3%
8610-Z	Zippered Polyester Shirt	3%
8652P8FT	Polyester 8-Pocket Pants	3%
8715NY	StreetGear® Flex Metro Shirt	3%
9818-40	SuperLight™ Flex Shell with Job Shirt Liner (4640X)	3%
9818-50	SuperLight™ Flex Shell with Fleece Liner (4650)	3%
9818-60	SuperLight™ Flex Shell with SoftShell Fleece Liner (4660)	3%
9818-65	SuperLight™ Flex Shell with SoftShell Fleece Liner (4665)	3%
9820-40	TacShell™ Jacket with Job Shirt Liner (4640X)	3%
9848V	Hi-Vis B.DRY® Response Parka	3%
9848V-40	Hi-Vis B.DRY® Response Parka with Job Shirt Liner (4640X)	3%
9848V-50	Hi-Vis B.DRY® Response Parka with Fleece Liner (4650)	3%
9848V-60	Hi-Vis B.DRY® Response Parka with SoftShell Fleece Liner (4660)	3%
9848V-65	Hi-Vis B.DRY® Response Parka with SoftShell Fleece Liner (4665)	3%
9848V-70	Hi-Vis B.DRY® Response Parka with SoftShell Fleece Liner (4670)	3%
B003	Guardian Keeper Belt	3%
B004	Guardian II Keeper Belt	3%
B005	Guardian III Keeper Belt	3%
B006	Warden Belt	3%
B010	Nylon Defender Duty Belt	3%
CL174	Suspender Clips (10-Pack)	3%
FW016LT	Clash™ LT 6" Boot	3%
FW036	Rift™ 6" Boot	3%
FWA002	Comfort-Tech Patrol Insoles	3%
FWA003	Comfort-Tech Sport Insoles	3%
GI101	The Frisk Glove	3%
GL103	Strike Shooting Glove	3%
GL104	Fray Glove	3%
GL109	Squall Insulated Glove	3%
HF9790	Hood For Styles 9790 & 9791	3%
KE101	Reversible Keepers	3%
KE102	ArmaTex™ Keepers	3%
KN1003	Rebel Folding Knife	3%

KN1007	Raider Fixed Blade Knife	3%
KN1009	Stinger Folding Knife	3%
KN1200	Trauma Shears	3%
SKA16	Job 6" Sock (2-Pack)	3%
SKD19	B.COOL® Compression Dress Sock (2-Pack)	3%
SKS11	B.COOL® Performance Ankle Sock (2-Pack)	3%
SKS16	B.COOL® Performance 6" Sock (2-Pack)	3%
SKSW19	B.Warm® Merino Wool 9" Sock	3%
123	Snap-on Rain Hood	2%
134	B.DRY® Rain Pants	2%
143	USPS Rain Pants	2%
172	4-Way Duty Belt Suspenders	2%
173	Duty Belt Suspenders	2%
195	Artic Trooper Cap	2%
197	Flex RS™ Fitted Cap	2%
225	Fleece-Lined V-Neck Sweater	2%
227	Fleece-Line Zip Front Sweater	2%
228	Fleece-Lined Quarter Zip Sweater	2%
236	B.DRY® Reversible Rain Jacket	2%
243	USPS Rain Jacket	2%
339	Breakaway Safety Vest	2%
343	Zip-Front Breakaway Safety Vest	2%
633	USPS Rain Coat	2%
736	B.DRY® Reversible Rain Jacket	2%
4605	SoftShell Fleece Pullover	2%
4650	Fleece Jacket	2%
4660	Softshell Fleece Jacket	2%
4665	Lightweight SoftShell Fleece Jacket	2%
4670	Colorblock Softshell Fleece Jacket	2%
4685	Station Jacket	2%
6001	B.DRY® Reversible Bomber Jacket	2%
6110	Lightweight B.DRY® Jacket	2%
6115	Lightweight Bomber with Pile Collar	2%
8006	Boxer Briefs	2%
8109	Dickey	2%
8119	Mock Dickey	2%
8126	Performance Polo Shirt	2%
8129	Performance Zip Polo Shirt	2%
8133	Colorblock Performance Polo Shirt	2%
8134	Performance Pro Polo Shirt	2%
8137	ANSI Certified Polo Shirt	2%
8143	Colorblock Performance LS Polo Shirt	2%
8144	Performance Pro LS Polo Shirt	2%
8147	ANSI Certified LS Polo Shirt	2%

8160	Performance Patrol Polo Shirt	2%
8161	Bicomponent Polo Shirt with Pocket	2%
8165	Performance Patrol LS Polo Shirt	2%
8166	Bicomponent LS Polo with Pocket	2%
8175	QuickHeat Mock Turtleneck	2%
8310	Action Tri-Blend T-Shirt	2%
8340	Colorblock Armorskin® Polo	2%
8361	Flex RS™ ArmorSkin® LS Base Shirt	2%
8362	Flex RS™ ArmorSkin® Base Shirt	2%
8372	Polyester ArmorSkin® Base Shirt	2%
8373	Polyester ArmorSkin® Winter LS Base Shirt	2%
8374	FlexHeat™ Base Shirt	2%
8421	Cotton Blend Shirt	2%
8436	Wool Blend LS SuperShirt®	2%
8446	Wool Blend SuperShirt®	2%
8450	Wool Blend LS Shirt	2%
8460	Wool Blend Shirt	2%
8471	Wool Blend ArmorSkin® LS Base Shirt	2%
8472	Wool Blend ArmorSkin® Base Shirt	2%
8473	Wool Blend ArmorSkin® Winter Base Shirt	2%
8590	ClassAct® Single Breasted Wool Dress Coat	2%
8632	Flex RS™ BDU LS Shirt	2%
8642	Flex RS™ BDU Shirt	2%
8662	Flex RS™ BDU Pants	2%
8664	Flex RS™ Work Pants	2%
8665	Flex RS™ Cargo Pants	2%
8666	Flex RS™ Covert Tactical Pants	2%
8667	Flex RS™ Covert Tactical Shorts	2%
8676	Flex RS™ SuperShirt®	2%
8685	ClassAct® Polyester Dress Pants	2%
8690	ClassAct® Single Breasted Polyester Dress Coat	2%
8705	StreetGear® Flex LS Shirt	2%
8706	NJ State Police LS Shirt	2%
8716	NJ State Police Shirt	2%
8731	TenX™ BDU LS Shirt	2%
8741	TenX™ BDU Shirt	2%
8770	NJ Cotton ArmorSkin®	2%
8771	NJ Cotton LS ArmorSkin® Base Shirt	2%
8772	NJ Cotton ArmorSkin® Base Shirt	2%
8781	TenX™ ArmorSkin® LS Base Shirt	2%
8782	TenX™ ArmorSkin® Base Shirt	2%
8823	FlexForce™ Tactical Pants	2%
8824	TenX™ Work Pants	2%
8826	NJ DOC Pants	2%

8827	NJ State Police Pants	2%
8831	TenX™ BDU Pants	2%
8833	FlexHeat™ Detail Pant	2%
8836	TenX™ Tactical Pants	2%
8837	NJ State Police Ripstop Pants	2%
8842	FlexForce™ Bike Shorts	2%
8860	Recruit Pants	2%
8950	Rayon Blend Classic Pants	2%
9123	Rain Hood for 9690 & 9691	2%
9134	GORE-TEX® Shell Pants	2%
9143	USPS All-Weather Pants	2%
9243	USPS All-Weather Jacket	2%
9790	Techlite Reversible Raincoat	2%
9791	Techlite Reversible Rain Jacket	2%
9820	TacShell™ Jacket	2%
9840	GORE-TEX® Response Jacket	2%
9845	GORE-TEX® Response Jacket	2%
9848	B.DRY® Response Parka	2%
9860	B.DRY® Parka	2%
9870	SuperLight™ Shell Jacket	2%
9970	GORE-TEX® Supershell® Jacket	2%
26950	B.DRY® All Purpose 3-in-1 Jacket	2%
26990	Reversible Raincoat	2%
26991	Reversible Rain Jacket	2%
143BD	USPS B.DRY® Rain Pants	2%
188SG	B.COOL® Performance Cap - Gold SHERIFF Logo	2%
243BD	USPS B.DRY® Rain Jacket	2%
26950-50	B.DRY® All Purpose Jacket with Fleece Liner (4650)	2%
26950-60	B.DRY® All Purpose Jacket with Softshell Fleece Liner (4660)	2%
26950-65	B.DRY® All Purpose Jacket with Softshell Fleece Liner (4665)	2%
26950-70	B.DRY® All Purpose Jacket with Softshell Fleece Liner (4670)	2%
26976-1	B.DRY® All Purpose Raincoat	2%
339F	Breakaway Safety Vest	2%
339P	Breakaway Safety Vest	2%
339S	Breakaway Safety Vest with Stock Logo	2%
343F	Zip-Front Breakaway Safety Vest	2%
343P	Zip-Front Breakaway Safety Vest	2%
343R	Zip-Front Safety Vest with Oralite	2%
343R-F	Safety Vest with Oralite with Stock Logo	2%
343R-P	Safety Vest with Oralite with Stock Logo	2%
343R-S	Safety Vest with Oralite with Stock Logo	2%
343S	Zip-Front Breakaway Safety Vest with Stock Logo	2%
4630X	Cotton Job Shirt	2%
4640X	Cotton Zip Front Job Shirt	2%

633RC	USPS Rain Cape	2%
8100X	Turtleneck	2%
8131-1	Bicomponent Polo Shirt	2%
8131-3	Bicomponent Polo with Pocket	2%
8141-1	Bicomponent LS Polo Shirt	2%
8350Xp	Ruggedized ArmorSkin® XP	2%
8355XP	Zip-Front ArmorSkin®	2%
8360XP	Flex RS™ ArmorSkin® XP	2%
8370XP	Polyester ArmorSkin® XP	2%
8375XP	ArmorSkin® XP TacVest	2%
8470XP	Wool ArmorSkin® XP	2%
8613T	Flex RS™ Metro Cargo Pants	2%
8690P61	Wool Blend 6-Pocket Pants	2%
8780XP	TenX™ ArmorSkin® XP	2%
8810T	StreetGear® Flex Cargo Pants	2%
8821X	Cotton Blend Work Pants	2%
8822z	FlexForce™ Zip-Off Bike Pants	2%
9818-70	SuperLight™ Flex Shell with SoftShell Fleece Liner (4670)	2%
9820-50	TacShell™ Jacket with Fleece Liner (4650)	2%
9820-60	TacShell™ Jacket with SoftShell Fleece Liner (4660)	2%
9820-65	TacShell™ Jacket with SoftShell Fleece Liner (4665)	2%
9820-70	TacShell™ Jacket with SoftShell Fleece Liner (4670)	2%
9825Z	TacShell™ Pants	2%
9840-40	GORE-TEX® Response Jacket with Job Shirt Liner (4640X)	2%
9840-50	GORE-TEX® Response Jacket with Fleece Liner (4650)	2%
9840-60	GORE-TEX® Response Jacket with SoftShell Fleece Liner (4660)	2%
9840-65	GORE-TEX® Response Jacket with SoftShell Fleece Liner (4665)	2%
9840-70	GORE-TEX® Response Jacket with SoftShell Fleece Liner (4670)	2%
9845-40	GORE-TEX® Response Jacket with Job Shirt Liner (4640X)	2%
9845-50	GORE-TEX® Response Jacket with Fleece Liner (4650)	2%
9845-60	GORE-TEX® Response Jacket with SoftShell Fleece Liner (4660)	2%
9845-65	GORE-TEX® Response Jacket with SoftShell Fleece Liner (4665)	2%
9845-70	GORE-TEX® Response Jacket with SoftShell Fleece Liner (4670)	2%
9848-40	B.DRY® Response Parka with Job Shirt Liner (4640X)	2%
9848-50	B.DRY® Response Parka with Fleece Liner (4650)	2%
9848-60	B.DRY® Response Parka with SoftShell Fleece Liner (4660)	2%
9848-65	B.DRY® Response Parka with SoftShell Fleece Liner (4665)	2%
9848-70	B.DRY® Response Parka with SoftShell Fleece Liner (4670)	2%
9860-40	B.DRY® Parka with Job Shirt Liner (4640X)	2%
9860-50	B.DRY® Parka with Fleece Liner (4650)	2%
9860-60	B.DRY® Parka with SoftShell Fleece Liner (4660)	2%
9860-65	B.DRY® Parka with SoftShell Fleece Liner (4665)	2%
9860-70	B.DRY® Parka with SoftShell Fleece Liner (4670)	2%
9870-40	SuperLight™ Shell Jacket with Job Shirt Liner (4640X)	2%

9870-50	SuperLight™ Shell Jacket with Fleece Liner (4650)	2%
9870-60	SuperLight™ Shell Jacket with SoftShell Fleece Liner (4660)	2%
9870-65	SuperLight™ Shell Jacket with SoftShell Fleece Liner (4665)	2%
9870-70	SuperLight™ Shell Jacket with SoftShell Fleece Liner (4670)	2%
9870V	SuperLight™ Hi-Vis Shell Jacket	2%
9870V-40	SuperLight™ Hi-Vis Shell with Job Shirt Liner (4640X)	2%
9870V-50	SuperLight™ Hi-Vis Shell with Fleece Liner (4650)	2%
9870V-60	SuperLight™ Hi-Vis Shell with SoftShell Fleece Liner (4660)	2%
9870V-65	SuperLight™ Hi-Vis Shell with SoftShell Fleece Liner (4665)	2%
9870V-70	SuperLight™ Hi-Vis Shell with SoftShell Fleece Liner (4670)	2%
9910Z	GORE-TEX® Cruiser Jacket	2%
9915Z	GORE-TEX® Ike-Length Jacket	2%
9970-40	Supershell® Jacket with Job Shirt Liner (4640X)	2%
9970-50	Supershell® Jacket with Fleece Liner (4650)	2%
9970-60	Supershell® Jacket with SoftShell Fleece Liner (4660)	2%
9970-65	Supershell® Jacket with SoftShell Fleece Liner (4665)	2%
9970-70	Supershell® Jacket with SoftShell Fleece Liner (4670)	2%
9970V	GORE-TEX® Hi-Vis Supershell® Jacket	2%
9970V-40	Hi-Vis Supershell® Jacket with Job Shirt Liner (4640X)	2%
9970V-50	Hi-Vis Supershell® Jacket with Fleece Liner (4650)	2%
9970V-60	Hi-Vis Supershell® Jacket with SoftShell Fleece Liner (4660)	2%
9970V-65	Hi-Vis Supershell® Jacket with SoftShell Fleece Liner (4665)	2%
9970V-70	Hi-Vis Supershell® Jacket with SoftShell Fleece Liner (4670)	2%
AT1000	ArmaTex™ Badge Holder	2%
B001	Vise Trainers 1.5" Belt	2%
B002	Vise Trainers 1.75" Belt	2%
B011	Leather Defender Duty Belt	2%
BB001	Defender Duty Buckle	2%
DG100	Back Up Holster	2%
GL109WP	Squal Glove - Waterproof	2%
GL110	Bolt Traffic Glove	2%
GL200	Hi-Vis Flicker Glove	2%
GL201	Flicker Insulated Glove	2%
GL202	Chill Insulated Glove	2%
HF9970	Hood for Styles 9970 & 9970V	2%
KE100	Reversible Slim Keepers	2%
LT100	Tactical Duty Pen	2%
UMBRELLA4	Golf Umbrella	2%
UMBRELLA5	Pop-Up Umbrella	2%
8315	Action Tri-Blend LS T-Shirt	1%
8110X	Mock Turtleneck	1%
8120X	Compression Shirt	1%
8125X	V-Neck Compression Shirt	1%



March 5, 2024

Galls Attn: Raegan Ferriell 1340 Russell Cave Rd. Lexington, KY 40505

Dear Raegan:

This letter is to confirm that on 3/1/2024 there will be a list price increase on all Hero's Pride styles and/or products. The price increase will be approximately 5%. This is in result of increases in materials and labor and raw goods.

If there are any questions or additional information that is needed, please contact me.

Sincerely,

Mike Marmor President





September 25, 2023

Galls - Patrick Sutton, Chris Price, Erin Overley

Re: Spiewak 2024 Price Increases

Greetings -

This letter is to serve as official 120-day notice, per your vendor agreement, of an <u>estimated</u> 6-7% price increase to your current prices for 2024, starting January 25, 2024.

The reasons for this price increase are based on multiple inflationary factors.

We continue to work on ways to minimize these price increases, but based on the information available at this time, we are advising you of this price increase as required in your vendor agreement.

Please be assured that Spiewak is willing to work with Galls on areas and situations where this may be problematic in effort to find reasonable solutions, as we continue to enhance our partnership and grow our business going forward. We will look to continue to provide special pricing for those items listed on your website, which is consistent with our previous agreement.

Please note: any new bids that come out from now till the end of calendar year 2023 and into the beginning of 2024 will need to be quoted, as our current 2023 pricing will not be honored, unless previously approved by Spiewak Management.

THANKS again for all you do for Spiewak - please let me know if you have any questions or concerns.

Respectfully,

Jon Van Manen Vice-President I. Spiewak & Sons 616-723-2095 jon@spiewak.com



# 03/05/24

Galls

Attn: Merchant 1340 Russell Cave Rd. Lexington, KY 40505

**Dear Merchant:** 

This letter is to confirm that on 4/01/24 there will be a price increase on a few of Liberty Uniform Mfg. products.

Style that will see a slight increase: The below items will have a 1% increase or less.

578M (Soft Shell Jacket)

586MFL (Reversible Rain coat)

587MFL (Reversible Rain Jacket)

640MNV (Comfort zone Trouser)

650MNV (Station Wear Trouser)

767M (100% poly zipper shirt)

The slight increase on the above items are in result of increases in materials and trim, labor, & transportation. Fortunately the rest of our product line will have no increase in prices from 2023 to 2024.

Sincerely,

Michael Ferry

Michael Fazzone

Vice President

LIBERTY UNIFORM MFG. CO., INC. 710 John Dodd Road • Spartanburg, SC 29303 Tel: (864) 208-4440 • Fax: (864) 208-4444



# December 15, 2023

Dear LION Distribution Partner,

Due to current and ongoing market conditions, LION will be adjusting pricing in some of our product categories, effective February 1, 2024, as outlined in the table below. While you will notice increases in some categories, we are pleased to announce decreases in others, specifically our leather Structural and Station boots. The new published price lists will be available on Webdam as soon as possible, prior to the February 1, 2024 effective date. A notification will be sent once available.

At LION, we are dedicated to developing and delivering products that offer the best value and quality to our first responders. We would like to express our sincere gratitude for your continued support and partnership.

Product Category	Increase
Turnouts	6.5% for Custom & Express Turnouts
RescueWear	6.5%
	0% for Rubber
Boots	-5.5% for Leather Structural
	-9.5% for Leather Station
Hoods	2.5%
Gloves	0%
Helmets	0% on Legend
Heimers	9% on Classic, Legacy & Heritage
Chem Bio	0%
Uniforms	New Price Structure on Certified Uniforms*
Officiality	0-3% on Non-Certified Uniforms
TotalCare	3-6% (6% on Repairs)
Training Products	Avg. of 7%

\*Details to follow

Respectfully,

Mark T. Smith President, LION Americas

7200 Poe Ave. | Suite 400 | Dayton, OH 45414 tf: 800.421.2926 | info@lionprotects.com | www.lionprotects.com



40

2/15/2024

Dear Valued Dealer,

As all of you know Point Blank has rolled out a new price list effective January 1<sup>st</sup> 2024, which has changed from years past where we rolled out the price list in April. This change will allow us to time the price increase with supplier increases and contracts that we have in place. The price increase is 5% for 2024, due to the increase of the cost of raw materials and a continued increase in the cost of labor here in the state of Florida. This price increase will not affect SPRs until they expire, and will not affect the NASPO contract until the anniversary date in October.

I want to thank all of our dealer network for the hard work and loyalty as we work through this process.

Thank you,

Hoyt Schmidt

**EVP Commercial Business** 

hschmidt@pbearmor.com



2102 SW 2ND STREET

POMPANO BEACH, FL 33069 · WWW.POINTBLANKENTERPRISES.COM

Safariland, LLC



13386 International Parkway Jacksonville, FL 32218 904-741-5400

January 19, 2024

Re: Price Increase

Dear Valued Distributor,

As you are aware, volatility and inflation in the global economy continue to impact businesses everywhere and have resulted in significant increases in the cost of raw materials, labor and logistics. While we are working diligently to minimize the impact on our customers by partnering with suppliers and improving our own efficiencies, we are unfortunately not immune to these pressures.

As a result, we issued new pricing along with our 2024 programs that include price increases across all product lines. Most of the increases range from 3-6% however, some specific products may be impacted even more due to specific circumstances or supply chain challenges.

We value your support as we work to minimize these impacts but remain committed to producing products of uncompromising quality in order to keep our first responders safe. Should you have any questions, please feel free to contact our Account Manager or Regional Sales Director.

Regards,

Jason Brown Director, Business Operations

# SANMAR

March 06, 2024

125293

Galls LLC 1349 Russell Cave Rd Lexington, KY 40505

To whom it may concern,

Thank you for your inquiry regarding SanMar's annual pricing guide. SanMar does its best to provide exceptional value and recognizes that a variety of market conditions are beyond SanMar's control, including but not limited to, cost of raw materials, transportation costs and compliance with legal requirements, and may impact pricing from time to time. We therefore encourage our customers to check current pricing as there may have been pricing changes from prior years. If you have any additional questions, please do not hesitate to reach out to us.

Best Regards,

SanMar Pricing Department

Corporate: 22833 SE Black Nugget Road, Suite 130 | Iseaquah, WA 98029 : Phone: 206.727.3200 : Pax: 206.727.3203 Sales: Phone: 800.426.6399 | Fax: 800.828.0554 vww.sanmer.com CINCININATI DALLAE JACKSOINVILLE MINHEAPOLIS NEW JERSEY PHOENIX RENO SEATTLE



Customer: Attn: Rep Name: Acct #: Qty of Orders: Shipping Charge:

- - -

erriff and Corrections Uniforms and Equir

GQ Item#	Mft Model #	MFG Name	Description	2023 P	rice	202	4 Price
		Elbeco	Elbeco Textrop2 Women's Long				
SH877	2049 1	Incorporated	Sleeve, mfg# 2049 1	\$	51.04	\$	55.12
		Elbeco	Elbeco Textrop2 Men's Long Sleeve				
SH878	313 00	Incorporated	Zippered Shirt, mfg# 313 00	\$	51.04	\$	55.12
		Elbeco	Elbeco Textrop2 Four (4)-Pocket				
TU610	E320RN	Incorporated	Trousers, mfg# E320RN	\$	48.61	\$	52.50
		Elbeco	Elbeco Textrop2 Women's Short				
SH877	2049 1	Incorporated	Sleeve Shirt, mfg# 2049 1	\$	51.04	\$	55.12
		Elbeco	Elbeco Textrop2 Women's Four (4)-				
TU611	E9314LC	Incorporated	Pocket Trousers, mfg# E9314LC	\$	48.61	\$	52.50
			Galls Water Resistant Duty Jacket,				
JA477	JA477	Galls, LLC	mfg# JA477	\$	65.64	\$	70.89
		LIBERTY					
		UNIFORM					
JC259	560	MFG CO INC	Liberty Lined Windbreaker, mfg# 560	\$	25.66	\$	27.71
		LIBERTY					
RW266 BKLR		UNIFORM	Liberty Uniforms Reversible Ansi 3 Hi				
LG	586MFL	MFG CO INC	Viz Raincoat with Logo, mfg# 586MFL	\$	77.58	\$	83.78
-		Neese	Neese 48" PVC Vinyl Raincoat, Solid,				
RW032	1650C	Industries, Inc.	No Logo, mfg# 1650C	\$	8.95	\$	9.67
-		Propper	Propper I.C.E. Performance Polo				
ST136 AND		International	Shirt, Short Sleeve, Men (mfg#				
ST284	F534172 and F5	Sales	F534172, Women (mfg# F53277)	\$	45.43	\$	49.06
		Propper	Drammer I C.F. Deufermenne Dele				
ST283 AND		International	Propper I.C.E. Performance Polo Shirt, Long Sleeve, Men (mfg# F5315),				
SM574	F5315 and F535		Women (mfg# F535772001)	¢	40.05	~	40.05
0141014	F5315 and F535	Jaies	Women (mg#1-555772001)	\$	46.25	\$	49.95
LP673	1611U	DUTYMAN INC	Dutyman Garrison Belt	\$	22,68	\$	24.40
		DOLLING	Kevlar Gloves, Tactical Pull-On	φ	22,00	¢	24.49
GL129	KSG500	Hatch Gloves	Operator Gloves	\$	28.64	\$	30.94
01110	100000	VH		Ψ	20.04	φ	30.94
		BLACKINTON	Name Badge, Blackinton Nameplate,				
BX060	J2	CO., INC.	2" x 3/8", item J2	\$	13.13	\$	14.18
ZC224 PLN	02	SAFARILAND,	Cuff Case, Safariland Model 190,	Ψ	10.10	Ψ	14.10
BRS	190	LLC.	Closed Top Cuff Case	\$	34.93	\$	37.72
		PEERLESS		Ψ	57.00	Ψ.	51.12
		HANDCUFF					
RS001	700	COMPANY	Handcuffs, Nickel, Peerless Model 700	\$	26.02	\$	28,10
	1.00	PEERLESS		Ψ	20.02	Ψ	20,10
		HANDCUFF	Handcuffs, Color-Plated, Peerless				
RS225 BLU	750	COMPANY	Model 750	\$	30.91	\$	33.38
	100	• • • • • • • • • • • • • • • • • • •		ŀΨ	90.91	φ	JJ,JO

8/13/2024

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e		Smith &	Leg Irons, Standard, Smith & Wesson				
RS024	1900	Wesson Corp.	1900	\$	43.56	\$	47.05
RS130	R\$130	Galls, LLC	One Man Restraint	\$	21.48	\$	23.20
			Law Pro Premium Watch Cap, mfg#				
HW768	425-6636		425-6636	\$	4.71	\$	5.09
		Propper					
		International	Propper Tactical Duty Belt, mfg#				
NY037 BLK 30	F560375001	Sales	F560375001	\$	8.35	\$	9.02
		1	Blauer Stretch Adjustable Cap, mfg#				
HD984 BLK OS	182-1	Blauer Mfg Co	182-1	\$	11.74	\$	12.68
HD263 BKWH	100			•			
OS POL	182	Blauer Mfg Co	Blauer Stretch Fitted Cap, mfg# 182	\$	14.15	\$	15.28
			Law Pro ½" S.O. Collar Pins, nickel				
BD246	OM4004NLand O	HERO'S PRIDE	(mfg# QM4321N), gold (mfg# QM4321G)	<i>ф</i>	5.07	~	0.40
DD240	QIVI4321IN and Q	HERO S PRIDE	5.11 Tactical Taclite Pro Pants, mfg#	\$	5,67	\$	6.12
TR506	74070	5.11 Inc.	74273	¢	10 55	<b>^</b>	50.07
111300	74273	5.11 mo.	5.11 Tactical Taclite Pro Women's	\$	46.55	\$	50.27
TR642	64360	5.11 Inc.	Ripstop Pants, mfg# 64360	\$	46.55	\$	50.27
11(042	04300	0.71 me.	Tru-Spec 24-7 Series Original Tactical	Ð	40.00	Ŷ	50,27
TR549	1062082	Atlanco	Pants, mfg# 1062082	\$	44.16	\$	47.69
	1002002		Tru-Spec Women's 24-7 Series	Ψ	10	Ψ	47.03
TR625	1096004	Atlanco	Original Tactical Pants	\$	44,16	\$	47.69
			5.11 Tactical 5-in-1 Jacket 2.0 Mfg	Ψ	44.10	Ψ	-11.00
JA2473	48360	5.11 Inc.	#48360	\$	214.83	\$	232,02
			Polo Shirt - Propper I.C.E.	÷	211.00	¥	202,02
		Propper	Performance Polo Shirt, Long-Sleeve,				
ST283 AND		International	Men (mfg# F5315), Women (mfg#				
SM574	F5315 and F535	Sales	F535772001)	\$	46.25	\$	49.95
			Polo Shirt – Propper I.C.E.				
		Propper	Perfomance Polo Shirt, Short-Sleeve,				
ST136 AND		International	Men (mfg# F534172, Women (mfg#				
ST284	F534172 and F53	Sales	F53277)	\$	43,86	\$	47.37
			Polo Shirt – Elbeco Response UFX Tactical Performance Polo, Short-				
			Sleeve, Women (mfg#				
			K5171LC/K5178LC), Elbeco UFX				
ST120 AND		Elbeco	Tactical Short-Sleeve Polo, Men (mfg#				
SW672	K5171LC, K5178		K5138)	\$	49.82	\$	53.81
				*	.0,04	Ť	00.01
			Polo Shirt – Elbeco Women's UFX				
			Long-Sleeve Performance Polo (mfg#				
ST206 AND		Elbeco	K5184LC), and Elbeco UFX Tactical				
SR585	K5184LC and K5		Long-Sleeve Polo (mfg# K5151)	\$	53,47	\$	57,75
LP133 BBW		SAFARILAND,					
NKL 34	87	LLC.	Belt, Safariland 87	\$	62.14	\$	67.12
		SAFARILAND,					
LP071 BW LG	99	LLC.	Belt, Safariland 99	\$	33.72	\$	36.42
LP537 BLK LG	59501	5.11 inc.	5.11 Tactical Belt (59501)	\$	35.81	\$	38.67
			Plain Black Handcuff Holder with Open				
		SAFARILAND,	Top for 2.25" Duty Belt, Safariland SAF-	<b>^</b>	<u></u>		
LP929 PLN	090-1-16	LLC.	090-1-16)	\$	24.75	\$	26.73
	or 500 c	SAFARILAND,	Baton Holder, Safariland, 26",	<b>^</b>	00.00		
LP244 PLN 26	35-F26-2	LLC.	Expandable (SAF-35-F26-2)	\$	28.36	\$	30.63
1 1225 61 1 447	6260	SAFARILAND,	Holeon Lovol III (Cafariland 6260)	<b>^</b>	400.00		440.00
LH325 SLH 447	6360	LLC.	Holser, Level III (Safariland 6360)	\$	136.09	\$	146.98

LP127 PLN		SAFARILAND,	Double Magazine Holder (Safariland				
NKL 83	77-83-2	LLC.	SAF-77-83-2)	\$	34.14	\$	36.87
LP779 BLK	11-00-2	SAFARILAND,	Open Top Double Magazine Holder	φ	34,14	φ	30.01
PLN 83	75 00 0	LLC.	(Safariland SAF-75-83-2)	<b>^</b>	~~~~		~~~~
	75-83-2			\$	26.92	\$	29.07
LP130 PLN		SAFARILAND,	OC Spray Holder (Safariland SAF-38-4-				
BRS	38-4-2B	LLC.	2B)	\$	27.58	\$	29.79
		SAFARILAND,	Slotted Belt Keepers (Safariland SAF-				
LR388	SAF-63-2B	LLC.	63-2B)	\$	6.80	\$	7.35
HS1006 YLBK							
MD POL	S912	I Spiewak	Traffic Vest (Vizguard S912)	\$	42.07	\$	45.44
FL217 RED	75903	Streamlight	Red Cone Stinger (STL-75903)	\$	4.94	\$	5,33
BU060	75914	Streamlight	Stinger Flashlight Bulb (STL-75914)	\$	7.20	\$	7.78
	1	- <u> </u>		<u> </u>		Ψ	1.10
FL075	STL-75956	Streamlight	Stinger Flashlight Lens Kit (STL-75956)	\$	12.34	\$	13.33
	012-70000			Ψ	12.04	Ψ	10.00
FL860 BLK AD	76113	Streamlight	Singer DS LED-Polymer (STL-76113)	\$	440.00	¢	400 77
FLOOD DEN AD	70113	ARMAMENT	Singer DS LED-Polymer (STL-76115)	\$	119.23	\$	128.77
		SYSTEMS					
		AND					
BA036	52611	PROCEDURE	ASP Baton, Black (ASP 52611)	\$	108.91	\$	117.62
LP137 PLN		SAFARILAND,					
BRS	65-4-2B	LLC.	Belt Keepers (Safariland SAF-65-4-2B)	\$	12.34	\$	13.33
		Elbeco	Elbeco Ladies Choice Textrop2 Hidden				
TT169	E9390LC	Incorporated	Cargo Pocket Pants (mfg# E9390LC)	\$	52.25	\$	56.43
		Elbeco	Elbeco Textrop2 Hidden Cargo Pocket				
TT172	E390R 00029	Incorporated	Pants (mfg# E390R 00029)	\$	52,25	\$	56,43
			Galls Women's Agent LTC G-Tac Soft-	*	02,20	Ψ	00.10
JA1312	JA1312	Galls, LLC	Shell Jacket (mfg# JA1312)	\$	50.13	\$	54.14
	di li di Li		Galls Agent LTC G-Tac Soft-Shell	Ψ	00.10	Ψ	04.14
JX778	JX778	Galls, LLC	Jacket (mfg# JX778)	\$	50.13	\$	54.14
	0/(1/0	Propper	Buoker (mgs by 176)	ψ	50.15	φ	04.14
		International	Propper Tac U Combat Shirt (mfg#				
SR975	544700000	Sales	541738330)	<b>^</b>			
31313	541738330		341736330)	\$	56.09	\$	60.58
		Propper					
-		International	Propper Women's Kinetic Pant (mfg#				
TL039	F52594	Sales	F52594)	\$	45.35	\$	48.98
		Propper					
		International	Propper Men's Kinetic Pant (mfg#				
TL040	F52944	Sales	F52944)	\$	45.35	\$	48.98
			5.11 Tactical Fast-Tac Uniform Hat				
HW2570 BLK	89098	5.11 Inc.	(mfg# 89098)	\$	8,95	\$	9.67
							_
		POINT BLANK	Point Blank R20-D Tactical Carrier with				
BP361	R20D-MO	ENTERPRISES	Molle (mfg# R20D-MO)	\$	196,93	\$	212.68
				Ŧ			A 12,00
	· · · · · · · · · · · · · · · · · · ·		IBlauer Polvester Armorskin XP (mfo#				
BP2548	8370XP	Blauer Mfg Co	Blauer Polyester Armorskin XP (mfg# 8370XP)	¢	95.14	¢	102.76
BP2548	8370XP	Blauer Mfg Co	8370XP)	\$	95.14	\$	102.76
			8370XP) Streamlight Stinger Battery NiMH (STL-				
FH742	8370XP 75375	Streamlight	8370XP)	\$ \$	95.14 18.91	\$ \$	102.76 20.42
FH742 LH612 BLK RH	75375	Streamlight SAFARILAND,	8370XP) Streamlight Stinger Battery NiMH (STL- 75375)	\$	18.91	\$	20.42
FH742 LH612 BLK RH		Streamlight SAFARILAND, LLC.	8370XP) Streamlight Stinger Battery NiMH (STL-				
FH742 LH612 BLK RH 4502	75375 7360	Streamlight SAFARILAND, LLC. RICHARDSON	8370XP) Streamlight Stinger Battery NiMH (STL- 75375) Holster Level III (Safariland 7360)	\$ \$	18.91 177.64	\$	20.42 191.85
FH742 LH612 BLK RH 4502 HW1613	75375	Streamlight SAFARILAND, LLC. RICHARDSON CAPS	8370XP) Streamlight Stinger Battery NiMH (STL- 75375) Holster Level III (Safariland 7360) Richardson Call Cap (PTS30)	\$	18.91	\$	20.42
FH742 LH612 BLK RH 4502 HW1613 SH084 DKNV	75375 7360 PTS30	Streamlight SAFARILAND, LLC. RICHARDSON CAPS Elbeco	8370XP) Streamlight Stinger Battery NiMH (STL- 75375) Holster Level III (Safariland 7360) Richardson Call Cap (PTS30) Elbeco Short-Sleeve Undervest Shirt	\$ \$	18.91 177.64 11.64	\$ \$ \$	20.42 191.85
FH742 LH612 BLK RH 4502 HW1613 SH084 DKNV	75375 7360	Streamlight SAFARILAND, LLC. RICHARDSON CAPS Elbeco Incorporated	8370XP) Streamlight Stinger Battery NiMH (STL- 75375) Holster Level III (Safariland 7360) Richardson Call Cap (PTS30) Elbeco Short-Sleeve Undervest Shirt (mfg# UVS102)	\$ \$	18.91 177.64	\$	20.42 191.85
FH742 LH612 BLK RH 4502 HW1613	75375 7360 PTS30	Streamlight SAFARILAND, LLC. RICHARDSON CAPS Elbeco	8370XP) Streamlight Stinger Battery NiMH (STL- 75375) Holster Level III (Safariland 7360) Richardson Call Cap (PTS30) Elbeco Short-Sleeve Undervest Shirt	\$ \$	18.91 177.64 11.64	\$ \$ \$	20.42 191.85 12.57

		Elbeco	Elbeco Undervest Long-Sleeve Shirt				<u></u>
SH086	UVS1171	Incorporated	(mfg# UVS1171)	\$	47.39	\$	51.18
		Elbeco	Elbeco Ladies Choice Undervest Long-				
SH087	UVS103	Incorporated	Sleeve Shirt (mfg# UVS103)	\$	51.04	\$	55.12
			E 11 Testing Man's Long Sleave Class				
SG274	72074	5.11 Inc.	5.11 Tactical Men's Long Sleeve Class B Stryke PDU Shirt (mfg# 72074)	<b>^</b>	77 50	<b>"</b>	00.70
30274	12014	5,11 mc.	B Suyke PDO Shirt (Inig# 72074)	\$	77.58	\$	83.78
			5.11 Tactical Men's Short-Sleeve				
SG278	71037	5.11 Inc.	Class A Stryke PDU Shirt (mfg# 71037)	\$	69.22	\$	74.76
			5.11 Tactical Taclite PDU Class B Pant				
TR906	74371	5.11 lnc.	(mfg# 74371)	\$	53,71	\$	58,00
		Propper International	Dropper Linkfusiekt Misson's Testiest				
TU076	F52955	Sales	Propper Lightweight Women's Tactical Trousers (mfg# F52955)	<b>"</b>	25.04	ф.	20.07
10010	F02900	Jales	Trousers (Thig#1 52955)	\$	35.81	\$	38,67
TT824	74434	5.11 Inc.	5.11 Tactical Apex Pants (mfg# 74434)	\$	65.64	\$	70.89
			5.11 Tactical Apex Pants, Women's				
TR2244	64446	5.11 Inc.	(mfg# TR2244-64446)	\$	65.64	\$	70.89
			5.11 Tactical Stryke Pants with Flextac				
TR909	74369	5.11 Inc.	(mfg# 74369)	\$	66.84	\$	72,18
TDAAA		F 44 1	5.11 Tactical Women's Stryke Pants				
TR980	64386	5.11 inc.	(mfg# 64386)	\$	66.84	\$	72.18
		Propper International	Propper Summer Weight Long-Sleeve				
SG704	F53463C001	Sales	Tactical Shirt (mfg# F53463C001)	\$	41.77	\$	15 11
00/04	1004000001	Propper		φ	41.77	ф —	45.11
		International	Propper Summer Weight Short-Sleeve				
SG705	F53743C001	Sales	Tactical Shirt (mfg#F53743C001)	\$	40.58	\$	43.83
			5.11 Tactical Radio Pouch, MOLLE	Ť		*	
TE606	58718	5.11 Inc.	Compatible (mfg# 58718)	\$	20.89	\$	22.56
			5.11 Tactical VTAC 6x6 Utility Pouch				ini-
TE601	58713	5.11 Inc.	(mfg# 58713)	\$	24.77	\$	26.75
NP1619	53405	E 44 Inc.	5.11 Tactical Flex Double Pistol Mag				
NP1019	56425	5.11 Inc.	Pouch (mfg# 56425) 5.11 Tactical Taclite 11" Shorts (mfg#	\$	22.08	\$	23.85
TR886	73308	5.11 Inc.	73308)	\$	41.77	\$	45.11
	10000		5.11 Tactical Men's Short Sleeve	Ψ	******	Ψ	40.11
			Freedom Flex Woven Shirt (mfg#				
SH725	71340	5.11 Inc.	71340)	\$	49.53	\$	53.49
		_	Eddie Bauer Short Sleeve				
SJ568	EB602	Sanmar Corp.	Performance Fisher Shirt (EB602)	\$	46,55	\$	50.27
CIMAGOE	OWAGOF		Lawpro Long Sleeve Bike Patrol Polo	<b>_</b>	00.40	_ م	
SW1825	SW1825		(mfg# SW 1825) Lawpro Short Sleeve Bike Patrol Polo	\$	38.19	\$	41.25
SW1824	SW1824		(mfg# SW1824)	\$	34.61	\$	37.38
	0111024		Tunigh off lowery	Ψ	54.01	Ψ	37.30
			Blauer Long Sleeve Colorblock				
SH3435	8143	Blauer Mfg Co	Performance Polo Shirt (style# 8143)	\$	74.67	\$	80.64
07040			Blauer Short Sleeve Colorblock	Ι.			
ST043	8133	Blauer Mfg Co	Performance Polo Shirt (style# 8133)	\$	59.01	\$	63.73

# CONTRACT RENEWAL FOR IFB 23-055-/MR TERM CONTRACT FOR MORGUE TRANSPORT SERVICE FOR JEFFERSON COUNTY

The County entered into a contract with Proctor's Mortuary for one (1) year, from November 14, 2023 to November 13, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 13, 2024 to November 12, 2025.

JEFFERSON COUNTY, NEXAS ATTEST: lish - Check DG Roxanne Acosta Hellberg, County Clerk nty Judge CONTRACTOR: Proctor's Mortuary HINDEFE FROM COUN ac. (Name)



# JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

# AMENDMENT I TO PROFFESSIONAL SERVICES AGREEMENT

September 19, 2024

Masterword Services Inc. Attn: Contract Manager 303 Stafford Street Houston, Texas 77079

Dear Contract Manager:

This letter will serve as Amendment I (one) to Professional Services Agreement (PROF 22-018/JW), for Interpreter Services for Jefferson County.

Amendment I (one) will add American Sign Language Legal/Court In-Person Interpreting (IPI) American services as shown in the attached Scope of Work and Contract Services Rates.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail (mreeves@co.jefferson.tx.us).

Date

**MasterWord** 

rson County Judge

ATTEST: Roxanne Acosta Hellberg

County Clerk, Jefferson County

09 / 19 / 2024 Date

Date

0-8-24



48



PRICE SHEET

# 49

# JEFFERSON COUNTY SCOPE OF WORK AND CONTRACT SERVICE RATES SEPTEMBER 17, 2024

(See next page)

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While the Texas Public Information Act generally provides that public information is available to the public, the Act also provides specific exceptions to the availability requirement, protecting "information related to competition or bidding," "trade secrets," and other "commercial or financial information." Tex. Gov't Code § 552.104; Tex. Gov't Code § 552.110. MasterWord's unit pricing submitted below constitutes MasterWord's protected "information related to competition or bidding" and "commercial or financial information", and, if disclosed, may provide our competitors with an unfair advantage and may allow them to underbid MasterWord in future competitive bidding processes. MasterWord requests that its unit pricing information remains confidential and is protected from disclosure to any 3rd parties. MasterWord may disclose Confidential Information to the extent required by Law or court order; provided, however, that MasterWord promptly provides to the disclosing party prior written notice of such disclosure and provides reasonable assistance in obtaining an order or other remedy protecting the Confidential Information from public disclosure.

PRICE SHEET



# AMERICAN SIGN LANGUAGE LEGAL/COURT IN-PERSON INTERPRETING (IPI)

LANGUAGE(S): SERVICE AREA: SCOPE:

AMERICAN SIGN LANGUAGE (ASL) TEXAS

Legal/Court American Sign Language In-Person Interpreting is delivered on location and is performed during court proceedings, hearings, criminal or civil investigations, and in other legal settings, requiring specialized knowledge of legal terminology and protocol. A specialized RID certification (SC: L) or BEI Court Interpreter Certification (CIC) is required for an American Sign Language interpreter to perform interpreting services during legal/court encounters.

SERVICE RATES:

	STREET, STREET,	Y RATE RPRETER)	ADMINISTRATIVE FEE	MINIMUM CANCELLATION NOTICE	
ASSIGNMENT TYPE	AMERICAN SIGN LANGUAGE	SPECIALITY*	(PER INTERPRETER, PER REQUEST)		
SCHEDULED BUSINESS					
Services requested with at least 48-hour notice and provided between 8:00 a.m. and 5:00 p.m. on business days					
SCHEDULED NON-BUSINESS					
Services requested with at least 48-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 8:00 a.m. on business days or (b) any time on weekends or federal holidays <sup>2</sup>			1.5 hr. administrative fee <sup>1</sup>	24 hrs.	
EMERGENCY					
Services requested with less than 48-hour notice					

### Billing:

Each assignment is billed based on the requested number of hours (estimated duration of the assignment) or a one (1) hour minimum (whichever is greater), in addition to the applicable administrative fee, per interpreter. Time worked in excess of the requested number of hours will be billed in fifteen (15) minute increments thereafter at the applicable hourly rate.

Any request in excess of eight (8) hours may be split into multiple requests based on the length and complexity of the request. The rate per hour applied to the assignment is based on the start time of the assignment.

Encounters, at the discretion of MasterWord, may be combined in instances where a request which exceeds an two (2) hour period can be services by a single interpreter without compromising the accuracy or quality of service.

### Overlapping Coverage:

· During an encounter a transition between interpreters can occur.

· Any overlapping coverage during an interpreter transition in excess of thirty (30) minutes will be reviewed by MasterWord to ensure accurate billing.

### Service Time Extensions:

As a courtesy, MasterWord allows time extension beyond the originally requested time, under the same Service Order and the same hourly rate, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.

If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates,

# Parking and Administrative Fee:

Parking is billed at cost (where applicable).

Each ASL interpreting service is assessed a daily administrative fee of 1.5 hr per interpreter requested in addition to the charges for requested interpreting services. Additional travel time charges may apply to assignments greater than thirty (30) miles one-way (sixty (60) miles round trip) of the interpreter's travel start point. In this case, additional fees are billed at an applicable hourly rate in thirty (30) minute increments per interpreter for every fifteen (15) mile increment outside of the original thirty (30) miles and will require pre-approval by Client.

### Cancellation:

If cancellation occurs or the Language Professional services is no longer needed within twenty (24) hours or less of the scheduled start time of the assignment, scheduled services will be billed at the requested number of hours of the assignment or a two and one half (2 1/2) hour minimum, (whichever is greater), per interpreter, per request. Availability of Interpreters:

Availability of interpreters for any ASL interpreting services is based on location, client requirements, and advance notice.

### Services Outside of Service Area:

Rates and terms for services outside of defined service area can be quoted upon request.

### \* Specialty

Specialty sign languages are defined as CDI (CERTIFIED DEAF INTERPRETER), LSM (MEXICAN SIGN LANGUAGE), and TACTILE SERVICES

### Certified Deaf Interpreters (CDI):

If applicable, in the event a CDI is unavailable, a qualified deaf interpreter will be assigned. Due to a moratorium on Certified Deaf Interpreter examinations by the Registry of Interpreters for the Deaf, candidates who are eligible provisional deaf interpreters will be assigned.

MasterWord adheres to the BEI standards for ASL interpreting services which includes a 1.5 hour administrative fee per interpreter per request (https://hhs.texas.gov/doing-businesshts/vendor-contractor-information/cssa-maximum-rates). Administrative fee is billed at the applicable hourly rate. <sup>2</sup> Federal holidays as defined by the Office of Personnel Management at https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/



# ADDITIONAL SERVICES

MasterWord offers a full range of language support services. Rates and/or estimates for additional services, which may not be included in your current service agreement, can be quoted upon request. Additional services include, but are not limited to:

### TRANSLATION AND LOCALIZATION RELATED SERVICES

- Document translation (all file formats including AutoCAD)
- Document editing and review ж
- Online content and website localization ×
- Content governance
- Multilingual eLearning (including course development, content & media localization)
- Certified translation (with translation affidavit)

# MULTILINGUAL COMMUNICATION/INTERPRETATION RELATED SERVICES

- In-Person Interpreting
- Legal/Court In-Person Interpreting
- Virtual Interpreting =
- Over-the-Phone Interpreting .
- Video Remote Interpretina
- Conference/Simultaneous Interpreting
- . Conference interpretation equipment rental

# DEAF/HARD-OF-HEARING COMMUNICATION ACCESS RELATED SERVICES

- ASL In-Person Interpreting
- Legal/Court In-Person ASL Interpreting
- Virtual Interpreting .
- Video Remote Interpreting
- Certified Deaf Interpreter (CDI), Mexican Sign Language (LSM), Tactile Interpreting (for Low Vision or Deaf/Blind consumers)
- CART (Communication Access Real-Time Translation)

# TRAINING AND PROFESSIONAL DEVELOPMENT

- Interpreter training
- Interpreter and translator skills assessment
- Language proficiency assessments of bilingual staff н
- Language immersion courses
- Cultural competency training

### MULTIMEDIA SERVICES

- Assets conforming and mastering
- Creation of English script with timing
- Subtitling, closed captioning and descriptions .
- Localization of video assets
- Metadata management
- Voice over / dubbing

### REMEDIATION SERVICES

- Content accessibility for website, documents and applications ÷.
- Section 508, ADA, WCAG2.0, EN 301 549 Standard compliance
- ũ. Accessibility consulting services
- ũ. Alternative text

# OTHER SERVICES

- In-House call center with rollover support
- Onsite managed multilingual support (a dedicated linguistic team with professional localization project management)
- Staffing services for onsite bilingual personnel and linguists
- Multilingual outsourcing services
- Multilingual desktop publishing
- Foundation data manufacturing for AI engine training
- Other language support or related services can be quoted upon request

FOR MORE INFORMATION AND A COMPLETE LISTING OF SERVICES PROVIDED BY MASTERWORD, PLEASE VISIT WWW.MASTERWORD.COM OR CALL US AT +1.866.716.4999



Title	Jefferson County Amendment 1
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# Document History

() SENT	<b>09 / 19 / 2024</b> 17:53:22 UTC	Sent for signature to Ludmila Golovine (mgolovine@masterword.com) from contracts@masterword.com IP: 99.95.238.117
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SIGNED	<b>09 / 20 / 2024</b> 01:46:29 UTC	Signed by Ludmila Golovine (mgolovine@masterword.com) IP: 74.124.58.162
COMPLETED	<b>09 / 20 / 2024</b> 01:46:29 UTC	The document has been completed.



12141 Wickchester Lane Suite 200 Houston, TX 77079 TEL 713 491.8333 FAX 713.395.5486 GARVER www.GarverUSA.com

		Constru	ction Co	ntract	Change O	rder			
Project:					Change Orde	r No.	2		
-	A Rehabilitation				-				
	oks Regional Airport				Date Prepared	d:	August 13, 20	24	21 - C. M.
Garver Jo	ob No. 22A12501				Prepared by:		Jason Frank	PE	
Owner:		· · · · · · · · · · · · · · · · · · ·			Contractor:				
	County Texas				Brizo Construc	tion, LLC			
	arl Street, 1st Floor				9100 Canniff S	St			
	it, TX 77701	· · · · · · · · · · · · · · · · · · ·			Houston, TX 7	7017			
Descripti	ion of Work Included	in Contract							
	t Removal and Rehab								
Changes	and Reasons Ordere	ed (List Individual Changes as: A, B, C,	D, etc.)						
A.	Additional asphalt sur	face discovered in several areas necessit	ated need fo	r a change	in equipment,				
В.	Liquidated Damages								
C.	Final Quantities								
	Attachments:						<u></u>		·
	Bid	Bid	Unit	Original	Contract	Revised	Revised	Original	Revised
Contract	ltem	Item	of	Contract	Unit	Contract	Unit	Contract	Contract
Changes	No.	Description	Measure	Quantity	Price	Quantity	Price	Cost	Cost
C.	SS-120-3.1	CONSTRUCTION SAFETY AND SECURITY	L.S.	1	\$213,000.00	1	\$213,000.00	\$213,000.00	\$213,000.00
C.	SS-130-4.1	TRENCH AND EXCAVATION SAFETY SYSTEMS	L.S.	1	\$1,680.00	1	\$1,680.00	\$1,680.00	\$1,680.00
c.	C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	L.S.	1	\$304,593.00	1	\$304,593.00	\$304,593.00	\$304,593.00
С.	C-102-5.1	TEMPORARY EROSION CONTROL	L.S.	1	\$74,749.00	1	\$74,749.00	\$74,749.00	\$74,749.00
C.	C-105-6.1	MOBILIZATION (MAXIMUM 5% OF TOTAL BID EXCLUSIVE MOBILIZATION)	L.S.	1	\$323,446.40	1	\$323,446.40	\$323,446.40	\$323,446.40
С.	P-101-5.1	CONCRETE PAVEMENT REMOVAL	S.Y.	26400	\$17.00	24,006	\$17.00	\$448,800.00	\$408,102.00
C.	P-101-5.2	PAVEMENT MARKING REMOVAL	S.F.	7387	\$10.00	27,102	\$10,00	\$73,870.00	\$271,020.00
C.	P-152-4,1	UNCLASSIFIED EXCAVATION	C.Y.	10695	\$19.00	10428	\$19,00	\$203,205.00	\$198,124.97
C.	P-152-4.2	UNSUITABLE EXCAVATION	C.Y.	500	\$24.00	250	\$30,00	\$12,000.00	\$7,500.00
C.	P-155-8.1	LIME-TREATED SUBGRADE (12")	S,Y,	18480	\$6.50	17,671	\$6,50	\$120,120.00	\$114,863.19
C.	P-155-8.2		TON	880	\$255.00	662	\$255,00	\$224,400.00	\$168,697.80
C.	P-208-5.1	6" AGGREGATE BASE COURSE	S.Y.	17550	\$19.00	17,253	\$19.00	\$333,450.00	\$327,807,00
c.	P-501-8.1	11.5" PORTLAND CEMENT CONCRETE PAVEMENT	S.Y.	<b>16</b> 610	\$159.00	14,963	\$159.00	\$2,640,990.00	\$2,379,059.76
C.	P-620-5.1a	PAVEMENT MARKINGS (WHITE) WITH REFLECTIVE MEDIA	S.F.	27676	\$2.00	27835	\$2.00	\$55,352.00	\$55,670.00
C.	P-620-5.1b	PAVEMENT MARKINGS (YELLOW) WITH REFLECTIVE MEDIA	S.F.	13552	\$5.00	6,308	\$7.50	\$67,760.00	\$47,306.25
C,	P-620-5.1c	PAVEMENT MARKINGS (RED) WITH REFLECTIVE MEDIA	S.F.	450	\$7.50	544	\$7.50	\$3,375.00	\$4,080.00
C,	P-620-5.1d	PAVEMENT MARKINGS (BLACK) WITHOUT REFLECTIVE MEDIA	S,F,	60500	\$1.50	16194	\$2.25	\$90,750.00	\$36,435.38
C.	D-701-5.1	18" REINFORCED CONCRETE PIPE, CLASS III	L.F.	427	\$121.00	388	\$121,00	\$51,667,00	\$46,948.00
с.	D-701-5.2	24" REINFORCED CONCRETE PIPE, CLASS III	L.F.	684	\$146.00	622	\$146.00	\$99,864.00	\$90,812.00
C.	D-751-5.1	5' X 5' AIRFIELD RATED GRATE	EACH	7	\$6,580.00	7	\$6,560.00	\$45,920.00	\$45,920.00
C.	D-752-5.1	24" REINFORCED CONCRETE SAFETY END TREATMENT	EACH	1	\$792.00	1	\$792.00	\$792.00	\$792.00
C.	T-901-5.1	SEEDING	ACRE	4.3	\$769.00	4	\$769.00	\$3,306.70	\$3,076.00
<u>с.</u> с.	<u>T-904-</u> 5.1 T-905-5.1	SODDING TOPSOIL (OBTAINED ON-SITE OR OFF-SITE 4" THICKNESS)	<u>S.Y.</u> S.Y.	6000 25430	\$5.00 \$1.50	1095 10,475	\$7.50 \$2.25	\$30,000.00 \$38,145.00	\$8,212.50 \$23,568.75
C.	SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	L.S.	1	\$6,274.00	1	\$6,274.00	\$6,274.00	\$6,274.00
C.	SS-301-5.1	EXISTING STAKE MOUNTED EDGE LIGHT, REMOVED	EACH	124	\$210.00	124	\$210.00	\$26,040.00	\$26,040.00
C.	SS-301-5.2	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	EACH	24	\$314.00	25	\$314.00	\$7,536.00	\$7,850.00

	54
0	\$6,150
U	\$0,150

New Cor	ntract Amount THIS	\$5 S AGREEMENT IS SUBJECT TO ALL C	,923,577.00	ONTRACT	Suspended Tim New Construction PROVISIONS	on Comple	tion Date		November 12, 20
Original Previous This Cha	d Project Cost Contract Amount sly Approved Changes ange Order	\$6 (\$	Project Cost ,468,928.10 \$38,808.00 \$584,159.11)		-	ct Time (ca oved Char ract Time T	nges (calendar This Change Or		November 28, 20 240 20 89
							nation of Cost	\$6,468,928.10 his Change Order	\$5,884,769.00 (\$584,159.11)
B		Liquidated Damages (General Delay) Liquidated Damanes (Phase 2A)	Day Day	0	\$0.00 \$0.00	122 78	-\$1,500.00 -\$1,500.00	\$0.00 \$0.00	(\$183,000.00) (\$117,000.00)
A	P-101-5.3	Asphalt Pavement Removal	SY	0	\$0.00	26,400	\$1.47	\$0.00	\$38,808.00
C.	L-125-5.5	INSTALLED VEHICULAR STOP SIGN, INSTALLED	EACH	2	\$2,363.00	2	\$2,363.00	\$4,726.00	\$4,726.00
C.	L-125-5.4	INSTALLED L-858(L) BASE MOUNTED, SIZE 2, 3 MODULE GUIDANCE SIGN,	EACH	13	\$7,109.00	13	\$7,109.00	\$92,417.00	\$92,417.00
C.	L-125-5.3	INSTALLED L-858(L) BASE MOUNTED, SIZE 2, 2- MODULE GUIDANCE SIGN,	EACH	5	\$6,274.00	5	\$6,274.00	\$31,370.00	\$31,370.00
C.	L-125-5.2	L-858(L) BASE MOUNTED, SIZE 2, 1- MODULE GUIDANCE SIGN,	EACH	7	\$5,019.00	7	\$5,019.00	\$35,133.00	\$35,133.00
C.	L-125-5.1	L-861T(L) BASE MOUNTED TAXIWAY EDGE LIGHT,	EACH	169	\$1,778.00	169	\$1,778.00	\$300,482.00	\$300,482.00
C. C.	L-110-5.2 L-115-5.1	ELECTRICAL DUCT BANK, 2-WAY 2- INCH 2-CAN JUNCTION CAN PLAZA	L.F. EACH	600 22	\$73.00	80	\$110.00	\$43,800.00 \$91,080.00	\$8,800.00
C.	L-110-5.1	CONDUIT, 1-WAY 2-INCH CONCRETE ENCASED	L.F.	11000	\$16.00	10,669	\$16.00	\$176,000.00	\$170,704.00
C.	L-108-5.3	TRENCHING FOR DIRECT-BURIED BARE COUNTERPOISE WIRE, 8" MINIMUM DEPTH NON-ENCASED ELECTRICAL	L.F.	8500	\$3.50	8,460	\$3.50	\$29,750.00	\$29,610.00
C.	L-108-5.2	NO. 6 AWG, SOLID, BARE COPPER COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING CONNECTIONS/TERMINATIONS	L.F.	11000	\$1.50	11000	\$1.50	\$16,500.00	\$16,500.00
C.	L-108-5.1	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	L.F.	15000	\$1.50	14,172	\$1.50	\$22,500.00	\$21,258.00
C.	SS-310-5.3	TEMPORARY AIRFIELD LIGHTING (PHASE 2B)	L.S.	1	\$2,614.00	1	\$2,614.00	\$2,614.00	\$2,614.00
C.	SS-310-5.2	TEMPORARY AIRFIELD LIGHTING (PHASE 2A)	L.S.	1	\$14,638.00	1	\$14,638.00	\$14,638.00	\$14,638.00
C.	SS-310-5.1	TEMPORARY AIRFIELD LIGHTING (PHASE 1)	L.S.	1	\$4,183.00	1	\$4,183.00	\$4,183.00	\$4,183.00
C.	SS-305-5.2	DIRECTIONAL BORING, 2-WAY 2"C POLYETHYLENE CONDUIT	L.F.	1400	\$68.00	1,721	\$68.00	\$95,200.00	\$117,028.00
C.	SS-305-5.1	DIRECTIONAL BORING, 1-WAY 2"C POLYETHYLENE CONDUIT	L.F.	25	\$52.00	70	\$52.00	\$1,300.00	\$3,640.00

Brizo is in receipt of the proposed change order and disagrees with the imposition of liquidated damages of Brizo and the determination that Brizo delayed the Project. To the contrary, Brizo is entitled to additional compensation as more fully. detailed in Brizo's letters filed 4/17/2023 & 12/21/2023.

As a result, Brizo will execute the change order "under protest" assuming that such action does not waive Brizo's rights or claims under the Contract; otherwise, Brizo objects to the change order and seeks a final determination of its claim as detailed in Section 50, paragraph 50-16 and Section 90, paragraph 90-09 of the Contract.

The extra work may be presented in the form of a change order pursuant to Section 40-04 or supplemental agreement [40-02 and 10-59]. Dated on 4/17/2023 that is the day Brizo first made a claim for extra work because of the lime issue. If the change order or supplemental agreement is denied, then Brizo will proceed consistent with Section 90-09.



# JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah Clark, Purchasing Agent

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

# MEMORANDUM

To: Commissioners' Court

From: Deborah Clark Purchasing Agent

Date: October 8, 2024

Re: Disposal of Salvage Property – Computers and Equipment

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

Thank you.

PERSONAL COMPUTERS Dell Optiplex 7010 Dell Optiplex 5040 Dell Optiplex 5040	5F1XNW1 3JPWFB2	JP 1/1 Sheriff's Office BMT	41BT-34379
Dell Optiplex 7010 Dell Optiplex 5040	SF1XNW1 3JPWFB2	JP 1/1 Sheriff's Office BMT	41BT-34379
Dell Optiplex 5040	3JPWFB2	ISheriff's Office BMT	
			90905-1960
	1VW4B42	District Attorney BMT	30BT-35204
Dell Optiplex 7010	1X6JFX1	Sheriff's Office BMT	59BT-34490
Dell Optiplex 7010	8YPPFX1	Risk Management	16BT-34496
Dell Optiplex 7010	H1RM9Y1	Tax Office Mid	11MC-34574
Dell Optiplex 7010	8GLKC42	District Attorney BMT	30BT-35239
Dell Optiplex 7010	8GMFC42	District Attorney BMT	30BT-35234
Dell Optiplex 7010	1X6HFX1	Sheriff's Office BMT	59BT-34494
Dell Optiplex 7020	9SW6R22	Sheriff's Office BMT	59BT-35057
Dell Optiplex 7020	8GMKX42	District Attorney BMT	30BT-35233
Dell Optiplex 5040	3JQ0GB2	Sheriff's Office BMT	59BT-35605
Dell Optiplex 790	2J84JS1	Sheriff's Office BMT	59BT-34150
Dell Optiplex 7010	2WZXRW1	Sheriff's Office BMT	59BT-34438
Dell Optiplex 5000	JZVRBW3	Jail Mid CO	62BT-37445
Dell Optiplex 5040	3HSZ482	Sheriff's Office BMT	59BT-35583
Dell Optiplex 3010	HTMXCX1	Sheriff's Office BMT	59BT-33740
Dell Optiplex 5060	J12KPY2	Ford Park	FORDPK-36568
Dell Optiplex 760	H9QR0L1	County Court 1	33531
Dell Optiplex 7020	2KW4W942	Airport	510-35182
Dell Optiplex 7020	6M4V842	Drug Impact Court	DRUG-35134
Dell Optiplex 7010	1X7JFX1	Sheriff's Office BMT	59BT-34486
Dell Optiplex 7020	C3Y8X52	District Attorney BMT	30BT-35457
Dell Optiplex 7010	1X7HFX1	Sheriff's Office BMT	59BT-34489
Dell Optipiex 5040	CXVS482	Auditing	74BT-35578
Dell Optiplex 780	CBL7QM1	Sheriff's Office BMT	59BT-33678
Dell Optiplex 7010	G10PV12	Maintenance BMT	83BT-34877
Dell Optiplex 7020	1N1CF42	Health & Welfare PA	75PA-35271
Dell Poweredge T110	D7GPQN1	MIS	25BT-33743
Dell Optiplex 5040	D7L0LB2	Adult Probation BMT	58BT-35701
Dell Optiplex 5040	DLKZKB2	Adult Probation BMT	58BT-35702
Dell Optiplex 7010	2QCK8Y1	Adult Probation BMT	58BT-34554
Dell Optiplex 7010	2QGK8Y1	Adult Probation BMT	58BT-34544
Dell Optiplex 7020	C3YBX52	District Attorney BMT	30BT-35455
Dell Optiplex 7020	C3Z6X52	District Attorney BMT	30BT-35460
Dell Optiplex 7010	BH0BPW1	District Attorney BMT	30BT-34411
Dell Optiplex 7020	C3Y7X52	District Attorney BMT	30BT-35466
Dell Optiplex 7020	C3Z4X52	District Attorney BMT	30BT-35464
Dell Optiplex 7020	8GMHC42	District Attorney BMT	30BT-35235
Dell Optipiex 7020	BGZDPW1	District Attorney BMT	30BT-34409

# Jefferson County Surplus for Disposal

33249	R&B 2	ZZGEG8315Z5601	Itronix IX605 Go Book
13BT-34807	Auditing	6WCDWZ1	Dell Latitude E6540
80BT-33874	Emergency Management	GCYHCP1	Dell Precision T3500
59BT-34442	Sheriff's Office Beaumont	B3K0XW1	Dell Latitude E6530
59BT-35852	Sheriff's Office Beaumont	7ATSA94619	Panasonic Toughbook
59BT-35596	Sheriff's Office Beaumont	6CTSA54868	Panasonic Toughbook
			LAPTOPS
30BT-36089	District Attorney	H6JKG00239	Motion R12 Tablet
30BT-35739	District Attorney	G8JHAG000251	Motion R12 Tablet
25BT-34115	SIM	368056	Motion Computing Tablet J3500
			TABLET
NRSO-34975	Narcotics	- 44ZCN22	Dell Optiplex 7010
59BT-35581	Sheriff's Office BMT	3HTM842	Dell Optiplex 5040
59BT-34439	Sheriff's Office BMT	2ZNVRW1	Dell Opitplex 7010
33BT-33766	58th District Crt	GDPT1P1	Dell Optiplex 780
13BT-35779	Auditing	F4XQSD2	Dell Optiplex 5040
59BT-35582	Sheriff's Office BMT	3HTL482	Dell Optiplex 5040
59BT-35866	Sheriff's Office BMT	J0ZVBH2	Dell Optiplex 5040
59BT-35862	Sheriff's Office BMT	J10FXG2	Dell Optiplex 5040
59BT-35859	Sheriff's Office BMT	J10GXG2	Dell Optiplex 5040
59BT-35864	Sheriff's Office BMT	J10MXG2	Dell Optiplex 5040
96BT-35586	Veteran's PA	1PFSDB2	Dell Optiplex 5040
96BT-35585	Veteran's PA	1PFRDB2	Dell Optiplex 5040
59BT-35346	Sheriff's Office BMT	1MWVS52	Dell Optiplex 7020
59BT-35249	Sheriff's Office BMT	FRSVC42	Dell Optiplex 7020
FORDPK-36570	Ford Park	J123PY2	Dell Optiplex 5060
58BT-36204	Adult Probation	26RNMN2	Dell Optiplex 7050
58BT-35160	Adult Probation	538DXM2	Dell Optiplex 7050
58BT-35707	Adult Probation	D7K0KB2	Dell Optiplex 5040
58BT-35706	Adult Probation	D7KWKB2	Dell Optiplex 5040
58BT-35705	Adult Probation	D7KVKB2	Dell Optiplex 5040
58BT-35704	Adult Probation	D7KXKB2	Dell Optiplex 5040
58BT-35703	Adult Probation	D7KYKB2	Dell Optiplex 5040
58BT-35423	Adult Probation	D5ZFV52	Dell Optiplex 7020
58BT-35422	Adult Probation	D5ZGV52	Dell Optiplex 7020
58BT-34333	Adult Probation	1KHNXV1	Dell Optiplex 7010
58BT-34324	Adult Probation	1KLNXV1	Dell Optiplex 7010
96BT-35587	Veteran's BMT	1PJQDB2	Dell Optiplex 5040
96BT-35584	Veteran's BMT	1PGQDB2	Dell Optiplex 5040
96BT-35588	Veteran's BMT	1PFQDB2	Dell Opitplex 5040
59BT-35277	Sheriff's Office BMT	21X4F42	Dell Optiplex 7020
30BT-35203	District Attorney BMT	1VW3B42	Dell Optiplex 7020

Gateway M460	35043984	Adult Probation BMT	70RC-28949
Dell Latitude E5540	9F19H12	Emergency Management	80BT-34907
Dell Latitude E5540	3039G12	Emergency Management	80BT-34905
Dell Latitude 5580	8M8N9H2	District Attorney	30BT-36098
MISCELLANEOUS			
InFocus Projector LP330	3RW0170039	Adult Probation	71RC-25190
Fujitsu fi-5530c2	8209	District Clerk Domestics	31BT-33629
Fujitsu fi-5530c2	5432	Distrct Attorney	30BT-33349
Fujitsu fi-5530c2	10714	District Attorney	30BT-34172
CD Replicator		District Attorney	30BT-32870
PRINTERS			
HP LaserJet M601N	CNCCGID0RW	Tax Office BMT	11BT-34758
IBM 6262 T14	12597	MIS	25BT-11201
HP LaserJet M601N	CNCCGID0RF	Tax Office BMT	11BT-34759
Lexmark 1852		JP 1/1	41BT-34066
HP LaserJet P3015	VND3F28884	MIS	25BT-34995
HP LaserJet M601N		Tax Office BMT	11BT-34391
HP LaserJet M601N	CNCCF4C2FY	District Clerk Domestics	31BT-34592
HP LaserJet 1320	CNRCGBD0BJ	58th Dist Court	33BT-32282
HP LaserJet P2035	CNB9F06136	District Attorney	30BT-33296
HP LaserJet P2035	VNB3313747	District Attorney	

Other misc broken, unusable, untagged monitors, printers, scanners

Approved by Commissioners' Court





# JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah Clark, Purchasing Agent

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

# MEMORANDUM

To: Commissioners' Court

- From: Deborah Clark Purchasing Agent
- Date: October 8, 2024

Re: Disposal of Salvage Property

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

Thank you.

# JEFFERSON COUNTY, TEXAS 1149 PEARL STREET BEAUMONT, TX 77701

# DISPOSAL OF SALVAGE PROPERTY

# October 8, 2024

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	WOOD DESK		1812
contact person: Jennifer Coleman			
DISTRICT CLERK	PINK ROLLING CHAIR		12902
DISTRICT CLERK	2-WOODEN TABLES		12654
contact person: Darlene Tydlacka			
ENGINEERING	MARINER 5HP MOTOR		2641
ENGINEERING	GUIDE TROLLING MOTOR		11579
contact person: Carol Bowman			
MIS	VERTICAL FILING CABINET		12072
MIS	VERTICAL FILING CABINET		11884
MIS	VERTICAL FILING CABINET		
contact person: Mike Bain			
PURCHASING	STATIONARY CHAIR		10608
PURCHASING	STATIONARY CHAIR		10609
PURCHASING	GREY FABRIC CHAIR		
PURCHASING	MAHOGANY CHAIR		32321
PURCHASING	BLUE FABRIC ROLLING CHAIR		
PURCHASING	BLUE FABRIC ROLLING CHAIR		
PURCHASING	4-DRAWER FILING CABINET		6572
contact person: Sylvia Moore			
TREASURER	DESK CHAIR		11018
contact person: Lisa Marks			
		N	

Approved by Commissioners' Court:

60

# JEFFERSON COUNTY, TEXAS 1149 PEARL STREET BEAUMONT, TX 77701

# DISPOSAL OF SALVAGE PROPERTY

# October 8, 2024

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
VETERANS	BROWN STATIONARY CHAIR		10616
VETERANS	BROWN STATIONARY CHAIR		
VETERANS	BROTHER EM 630 TYPEWRITER	M68192397	
contact person: Pamela Miller			

ATTEST DATE 🯒 Approved by Commissioners' Court:



# JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah Clark, Purchasing Agent

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

# MEMORANDUM

- To: Commissioners' Court
- From: Deborah Clark Purchasing Agent
- Date: October 8, 2024

Re: Disposal of Scrap Property

Consider and approve, execute, receive and file disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

# JEFFERSON COUNTY, TEXAS 1149 PEARL STREET BEAUMONT, TX 77701

# DISPOSAL OF SCRAP MATERIALS

# October 8, 2024

DEPARTMENT	DESCRIPTION OF PROPERTY	VIN	ASSET NO.
DISTRICT CLERK	BOOK CABINET R/ROLLING SHELVES		12630
contact person: Jamie Smith			
PRINTING	CHALLENGE #265 CUTTER		
contact person: Mykailyn Harbison			

AT DATE 10-8-2



Approved by Commissioners' Court:

# MEMORANDUM

TO:COMMISSIONERS COURTFROM:JEFFERSON COUNTY AUDITORS OFFICE, RS PATINSUBJECT:BUDGET TRANSFERDATE:09/30/2024

The following budget transfer -Constable Pct 1- additional cost for Postage

120-3065-425-4052	Postage	9.00	
120-3065-425-3078	Equipment	- Misc	9.00

# 2025 Jefferson County Resolution Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Jefferson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Jefferson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this <u>Sth</u> day of <u>October</u> , 2024.	Some	
	Jeff R. Branick County Judge	
Attest: Deputy County Clerk		8
COURT COUNTY THREE OF COURT		



# RE: FY 2025 SAVNS Grant Contract

Contract Number: C-01726

Grantee: Jefferson County

**Amount:** \$31,193.82

Executed:

Term: September 1, 2024 – August 31, 2025

**Budget Coding:** 

ORG	PCA	Agy Obj
B310000	11300	76125137

# SAVNS MAINTENANCE GRANT CONTRACT

# OAG Contract No. C-01726

This contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Jefferson County

(GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

# SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019, to August 31, 2020 ("Initial Term"). On August 28, 2024, OAG renewed the OAG Certification Agreement with the renewal term to begin on September 1, 2024, and end on August 31, 2025 ("Fifth Renewal Term"). The vendor certified to provide the services is Appriss Insights, LLC, ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

# **SECTION 2. TERM OF THE CONTRACT**

This Grant Contract shall begin on September 1, 2024, and shall terminate August 31, 2025, unless it is terminated earlier in accordance with another provision of this Grant Contract.

# SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

**3.1.** Grantee Participating Entity Service Contract. GRANTEE shall execute a Service Agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein.

SAVNS Contract - FY 2025 Page 1 of 24 Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

**3.1.1** Authorized Modifications to the Participating Entity Service Agreement. GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- **a.** <u>Section 6 Additional Services</u>: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- **b.** <u>Section 7.1 Performance Reports</u>: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. <u>Section 7.2 Performance Remedies</u>: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements under the exemplar Participating Entity Service Agreement;
- **d.** <u>Sections 9.2(a) and 9.2(b)(iii) Standard of Care</u>: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. <u>Sections 9.3(b), 9.3(c)</u>. and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require

SAVNS Contract - FY 2025 Page 2 of 24 Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;

- **g.** <u>Section 9.5 Oversight of Security Compliance</u>: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- **h.** <u>Section 10.4 Exclusions</u>: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- i. <u>Section 12.1 Limitation of Liability</u>: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
- **j.** <u>Section 12.2 Indemnification</u>: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
- **k.** <u>Section 14.5 Dispute Resolution</u>: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

**3.1.2** Executed Copy of Financial Participating Entity Service Contract Required. GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

**3.2** Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make

SAVNS Contract - FY 2025 Page 3 of 24 available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor's performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE's obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

**3.3 GRANTEE Service Levels.** In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

**3.4** Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor's performances.

**3.5** Scope of Services. For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the "Scope of Services." As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

**3.6** Special Conditions. The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG, at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant Contract. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

**3.7** Appriss Insights, LLC, Victim Information and Notification Everyday (VINE) Training. GRANTEE shall complete VINE training and verify completion of the training program to the OAG prior to requesting reimbursement. No reimbursements will be processed until GRANTEE has verified completion by submitting a training certificate to the OAG.

**3.8 VineWatch Enrollment.** The OAG's certified vendor uses the VineWatch system as the database for victim notifications in Texas. GRANTEE must register applicable staff in the VineWatch online notification system to maintain GRANTEE data and continuation of

SAVNS Contract - FY 2025 Page 4 of 24 notifications. There must be at least one individual registered as an Agency Administrator and an Emergency Operations Person to contact in case of outages or other issues. If registered staff leave employment with GRANTEE or transfer to a non-SAVNS related position, GRANTEE must provide information for a new individual for VineWatch registration to the OAG within five business days of the former staff member's departure or transfer.

**3.9 VineWatch Review and Monitoring**. GRANTEE must review offender information in the VineWatch system annually to ensure information in the system is accurate and current. If GRANTEE also has their district or county court enrolled in the SAVNS program, cases uploaded to VineWatch must also be reviewed once a year to prohibited information is not maintained in the system. GRANTEE must work with the SAVNS vendor to remove inaccurate or prohibited information in a timely manner after initial discovery. If requested by the OAG, GRANTEE must show documentation that the check has been conducted, and if issues were discovered, documentation of resolution of issues with the SAVNS vendor.

# SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

# 4.1 General Matters

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2** Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3** Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the Grant Contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its

SAVNS Contract - FY 2025 Page 5 of 24 governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

**4.1.5** Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

**4.1.6 Public Information Act.** Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

# 4.2 **Programmatic Reports**

**4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2** Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the

Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3** Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

**4.2.4 "Problem Log."** GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG's request.

#### 4.3 Financial Matters

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Quarterly Requests for Reimbursement.** OAG grant funds will be paid on a costreimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this Grant Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this Grant Contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this Grant Contract. GRANTEE within the "scope of services" of this Grant Contract. GRANTEE to submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

**a.** GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

SAVNS Contract - FY 2025 Page 7 of 24 **b.** GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

**c.** If GRANTEE does not submit the required request for reimbursement and verification to the OAG within twenty (20) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

**4.3.3** Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;

b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;

c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;

d. An invoice to the OAG that complies with the requirements of the OAG; and

e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

**4.3.4** Fiscal Year End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before September 20 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- **a. Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- **b.** Equipment Inventory Report. To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment with grant funds. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

#### 4.3.5 Annual Independent Financial Audit Report.

GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR

SAVNS Contract - FY 2025 Page 8 of 24 200 and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

**4.3.6** Close Out Invoice GRANTEE shall submit a final invoice not later than twenty (20) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal year covered by the term of this Grant Contract.

**4.3.7 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies

SAVNS Contract - FY 2025 Page 9 of 24 of reimbursement vouchers.

**4.3.10 Debts and Delinquencies.** GRANTEE agrees that any payments due under the Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

4.4 Notification of Change in Jail Management System and/or Court Management System. GRANTEE shall submit written notice to the OAG of any change in the following: Jail Management System and/or Court Management System Vendor, Jail Management System and/or Court Management System software or version of software, or any change in the hardware supporting these systems (router, hard drive, etc.) that may impact the transference of data to the SAVNS Vendor. Such notice for change in management vendors or software shall be provided at least sixty (60) days in advance of such change. Notice of change in hardware supporting the systems must occur as soon as possible after the issue occurred that caused the need for replacement but prior to replacement.

#### 4.5 Compromising Matters

**4.5.1 Reporting of Suspected Fraud, Waste, Abuse to the OAG.** GRANTEE agrees to notify the OAG of suspected Fraud, Waste, Abuse of grant funds within five business days of discovery. Failure to report in the required timeframe may result in contract termination.

**4.5.2 Reporting of Phishing, Hacking, or Compromised Computer Systems.** GRANTEE agrees to notify the OAG of any Phishing, Hacking, or any other related activity that resulted in loss of funds, or compromised banking information, within five business days of discovery. Failure to report in the required timeframe may result in contract termination.

#### SECTION 5. OBLIGATIONS OF OAG

**5.1 Monitoring.** The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

**5.3** Payment of Authorized Costs. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously unawarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change

SAVNS Contract - FY 2025 Page 10 of 24 the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in Section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either Party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.

#### SECTION 6. TERMINATION

**6.1** Termination for Convenience. Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

**6.2** Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3** Termination for Failure to Maintain Financial Viability. The OAG may terminate the contract if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the contract.

6.4 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

**6.5 Refunds to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

**6.6** Notices to Certified Vendor. Any termination of this Grant Contract will also be forwarded by the terminating Party to the Certified Vendor.

#### SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain records for a period of seven (7) years after the Grant Contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Grant Contract or documents are resolved. The records include, but may not be limited to, the Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under the Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. OAG may, at its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain grant records to OAG custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts.

**7.3** Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and

SAVNS Contract - FY 2025 Page 12 of 24 to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

State Auditor. In addition to and without limitation on the other audit provisions of this 7.5 Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

**7.6** Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably

SAVNS Contract - FY 2025 Page 13 of 24 require to perform the audits described in this Grant Contract.

#### SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of the Grant Contract, in the sole discretion of the OAG.

#### SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

**9.1** Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2** Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk, or reports of conflict of interest or potential/actual fraud, waste, and abuse, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3** Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Grant Contract and/or any other appropriate sanction.

SAVNS Contract - FY 2025 Page 14 of 24 **9.4** No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the Grant Contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

#### SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.

**10.2** Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3** Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE represents and warrants that performance under the Grant Contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change

SAVNS Contract - FY 2025 Page 15 of 24 during the course of the Grant Contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

**10.5 Does Not Boycott Israel.** To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

**10.6** Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

**10.7** Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

#### SECTION 11. SPECIAL TERMS AND CONDITIONS

**11.1** Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with, the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of

SAVNS Contract - FY 2025 Page 16 of 24 GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, **REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM** ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES, AND EXPENSES ARISING OUT OF, OR **RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS.** EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OAG. OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, social media posting, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3** Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at

SAVNS Contract - FY 2025 Page 17 of 24 no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Program Manager for the Grant Contract and not proceed with the agreement in question without further authorization from the OAG.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

**11.5** No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

**11.6** No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7** No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

**11.8** No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

SAVNS Contract - FY 2025 Page 18 of 24 **11.9** No Waiver of Sovereign Immunity. The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

#### 11.10 Governing Law; Venue.

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the OAG.

GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue of the suit, action or proceeding.

**11.11 U.S. Department of Homeland Security's E-Verify System.** GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this Grant Contract who will be working on any matter covered by this Grant Contract.

**11.12** No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

**11.13 Dispute Resolution Process.** The dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of the Contract by OAG.

**11.14** Child Support Obligation Affirmation. GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

SAVNS Contract - FY 2025 Page 19 of 24 **11.15** Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

**11.16** Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.

**11.17 Political Polling Prohibition.** GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

**11.18 Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

**11.19** Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

**11.20 Prior Disaster Relief Contract Violation**. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

**11.21** Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If the GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the Government Code.

**11.22 Debarment and Suspension**. GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

SAVNS Contract - FY 2025 Page 20 of 24 **11.23** Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

**11.24** Legal Authority. GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of the Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

**11.25** Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

**11.26 Open Meetings.** If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

**11.27 COVID-19 Documentation.** Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grantee represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.

**11.28** Public Camping Ban. GRANTEE certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

**11.29 Disaster Recovery Plan.** Upon request of OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

**11.30 Discrimination Prohibited.** To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

**11.31** Force Majeure. Neither GRANTEE nor OAG shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

#### SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

**12.1** Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

**12.2** Entire Agreement, including All Exhibits. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

**12.3 Amendment.** This Grant Contract shall not be modified or amended except in writing, signed by both Parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that the resulting Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves

the same objective. All other provisions of the Grant Contract will continue in full force and effect.

**12.5** Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

**12.6** Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

**12.7** Signature Authority. The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective Parties.

**12.8** False Statements. GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Grant Contract, or any documents submitted in connection with the Grant Contract, then GRANTEE will be in default under the Grant Contract and OAG may terminate or void the Grant Contract.

# IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT.

#### OFFICE OF THE ATTORNEY GENERAL

Jefferson County

Printed Name: \_\_\_\_\_ Office of the Attorney General Printed Name: Jeff Branick Authorized Official

SAVNS Contract - FY 2025 Page 23 of 24

#### SAVNS MAINTENANCE GRANT CONTRACT

#### OAG Contract No. C-01726

#### EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	MAXIMUM REIMBURSABLE COSTS	
\$26,747.95	\$4,445.87	\$31,193.82	

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

## EXHIBIT B

### FIFTH CONTRACT RENEWAL Participating Entity Services Agreement For The Statewide Automated Victim Notification Service (SAVNS)

#### Contract No.

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Insights**, **LLC.** ("Vendor") as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS [NAMED ENTITY] as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which VENDOR would provide SAVNS to [NAMED ENTITY] (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG amended the OAG Certification Agreement, extending the term thereof to August 31, 2025;

NOW, THEREFORE, THIS **FIFTH CONTRACT RENEWAL** is exercised by [NAMED ENTITY] as follows:

The Contract terminated on August 31, 2023, and was renewed through August 31, 2024. The Contract is hereby renewed, with this Fifth Contract Renewal Term ("Fifth Renewal Term") to begin on September 1, 2024 and end of August 31, 2025 at a cost up to \$(ENTER DOLLAR AMOUNT) for services during the Fifth Renewal Term. Pursuant to Section 1 of the Contract, this Fifth Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

[NAMED	ENTICY] by:	
Signature		

Date

Name

Title

Acknowledged by Appriss Insights, LLC.

Signature

Date

Name

91

Title

DocuSign **Certificate Of Completion** Envelope Id: 874164C4BFB7415D8CA654FFADA65C0D Status: Sent Subject: Please DocuSign: FY 2025 SAVNS Grant Contract Template ID: Template ID Usage Tracking: **Division Designed Templates:** Template ID Usage Tracking - List 2: Division Designed Templates - List 2: Source Envelope: Document Pages: 26 Signatures: 0 Envelope Originator: Certificate Pages: 7 Initials: 0 Lauren Sellers AutoNav: Enabled PO Box 12548 Envelopeld Stamping: Disabled Austin, TX 78711-2548 Time Zone: (UTC-06:00) Central Time (US & Canada) Lauren.Sellers@oag.texas.gov IP Address: 136,62,220,35 325 **Record Tracking** 1 Status: Original Holder: Lauren Sellers Location: DocuSign 9/20/2024 8:45:51 AM Lauren.Sellers@oag.texas.gov **Signer Events** Signature Timestamp Jeff Branick Sent: 9/20/2024 8:45:55 AM fred.jackson@jeffcotx.us Viewed: 9/30/2024 2:54:00 PM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/30/2024 2:54:00 PM ID: 29527a35-3786-4a24-a941-f89ef9a2b335 Grants Administration Division Chief Signing Group: Grants Administration Division Chief Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Crime Victim Services - Director Signing Group: Crime Victim Services - Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign GCD Attorneys

Signing Group: GCD Attorneys Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Budget Analysts (Non-CS)

Signing Group: Budget Analysts (Non-CS) Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:

Timestamp

#### Signer Events

Not Offered via DocuSign

Deputy Attorney General for Criminal Justice

Signing Group: Deputy Attorney General for Criminal Justice

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

In Person Signer Events Signature Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp

Signature

Carbon Copy Events

Accounting - DocuSign Contracts ACC\_DocuSign\_Contracts@oag.texas.gov Victoria Ojeda Victoria.Ojeda@oag.texas.gov Christina Cisneros@oag.texas.gov Signing Group: Accounting - DocuSign Contracts Inbox Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

GCD Contracts

GCDContracts@oag.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 2/14/2024 9:28:00 AM ID: eecf43d8-1763-44c6-85c7-b376774aebfc

GAD Contract Box

GADContracts@oag.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	<b>Timestamps</b> 9/20/2024 8:45:55 AM	
Payment Events	Status	Timestamps	

Electronic Record and Signature Disclosure

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#### **CONSUMER DISCLOSURE**

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

#### **Electronic signature**

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

#### Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

#### Sending information to and receiving information from us

The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

#### Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

#### To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

#### To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

#### **Required hardware and software**

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net. DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

• - •

### FIFTH CONTRACT RENEWAL Participating Entity Services Agreement For The Statewide Automated Victim Notification Service (SAVNS)

#### Contract No. 20222344900-412-01

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Insights**, **LLC.** ("Vendor") as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS Jefferson County as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20222344900-412-01 under which VENDOR would provide SAVNS to Jefferson County (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the Jefferson County to, in its sole and absolute discretion, renew the Contract to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG amended the OAG Certification Agreement, extending the term thereof to August 31, 2025;

NOW, THEREFORE, THIS **FIFTH CONTRACT RENEWAL** is exercised by Jefferson County as follows:

The Contract terminated on August 31, 2023, and was renewed through August 31, 2024. The Contract is hereby renewed, with this Fifth Contract Renewal Term ("Fifth Renewal Term") to begin on September 1, 2024 and end of August 31, 2025 at a cost up to \$31,193.82 for services during the Fifth Renewal Term. Pursuant to Section 1 of the Contract, this Fifth Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

Jefferson County by:

Signature

Date

Name

Title

Acknowledged by Appriss Insights, LLC.

Signature

Jarrod Carnahan Name <u>9/25/2024</u> Date

VP, Government and Victim Services Title

## **EXHIBIT A - REVISION**

Subrecipient Project Information and Approved Work \*\*This revised Exhibit A supersedes all previous versions\*\*

#### **Subrecipient Entity Name**

The H.O.W. Center Inc.

#### **Subrecipient Primary Contact**

Name: Daniel Jeans Title: Executive Director Email: danielbjeans@gmail.com Phone #: 409-832-7102

## Subrecipient Unique Entity Identifier

KNF1SYA3MU28

#### **Project** Name

New Dormitory Facility

#### **Subrecipient Mailing Address**

2509 Cable Avenue Beaumont, TX 77703

#### **Subrecipient Secondary Contact**

Name: Keri Leavell

Title: Administrator Email: howcenterbeaumont@gmail.com

Phone #: 409-832-7102

#### **SLFRF Subaward Amount**

\$ 200,000.00

#### **Project Physical Address**

1098 Cottonwood Avenue Beaumont, TX 77703

#### **Project Description**

New construction of a single-story 21 bed male dormitory facility approx, 4,500 square feet.

#### **Project Goals / Intended Outcomes**

Increase the number of individuals that can participate in the HOW Center program and successfully transition to a sober, independent, successful member of society.

## Approval Activities / Soona of Wark

Ap	pproved Activities / Scope of Work
1.	Construction Materials
2.	Fire Suppression
3.	Builders Risk Insurance
4.	Permit Fees
5.	Construction Services
6.	
7.	
8.	
9.	
10.	

Jefferson County Approval & Date 7.30.2

Subrecipient Signature & Date Tun 7/20/24



Access Imaging Solutions LLC 4224 Centergate St San Antonio, TX 78217 210-590-8338 aemery@accessimagingsolutions.com

# Invoice

Date	Invoice #
9/25/2024	6003

Bill To
Jefferson County Auditors Office 1149 Pearl Street, 7th floor Beamont, Texas 77701

lefferson County, Text	
Tax Assessor-Collecto	
Courthouse 1st Floor	
1149 Pearl Street	
Beaumont, TX 77701	

P.O. Number	Terms	Ship	FBI#			
120-1031-415-50	77	9/25/2024		120	-1031-415-S	<b>(</b> )77
Quantity	Item Code		Description		Rate	Amount
	ASP Hosting Fees	36EN (1ml) - Yearly Dis - 9/30/2025) Next Yearly Renewal Da Jefferson TX.FileBound, C Currently @ 585,282	counted Subscription -term te 9/30/2025 (2/3) Com	(10/1/2024	15,144.00	15,144.00
Fhank you for you	r ousiness.				Sales Tax (6.6%)	\$0.00
*****	<del>1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997</del>	<b></b>	7779 1994 diraya a sa		Total	\$15,144.00
					Payments/Credits	\$0.00
					Balance Due	\$15,144.00

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



Eddie Arnold County Commissioner Precinct #1 Road & Bridge Office (409) 835-8442 China (409) 434-5430 eddie.arnold@jeffcotx.us

### **MEMORANDUM**

- TO: Rebekah Patin and Fran Lee, Auditing
- FROM: Lori Fountain, Pct. #1 Road and Bridge
- DATE: September 26, 2024

RE: LGC Section 130.908

Precinct 1, Road and Bridge will need to purchase the following capital items:

PumpTex: Proteus tank monitoring system for the new fuel island. The total amount needed is \$11,569.72.

Caldwell Country: 2024 Chevy Service Truck. The total amount is \$85,518.00

Silsbee Ford: 2025 Ford Dump Truck. The total amount is \$121,965.11.

All amounts were approved in the budget.

Thank you,

Lori

## Texas Department Of Transportation - Traffic Safety Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

### Name Of Organization: County of Jefferson

## Project Title: STEP Comprehensive

<b>Authorizing Authority</b>				
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.				
Name:	Judge Jeff R. Branick			
Title:	County Judge			
Signature:	· · · · · · · · · · · · · · · · · · ·			
Date:				
Under the authority of O Number (if applicable)	rdinance or Resolution			

Authorized to Electronically Sign Grant Agreements and Amendments List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	Ryan Bodley SR.	Lieutenant-Patrol
2.	Fran Lee	County Auditor
3.		

# **Texas Traffic Safety eGrants**

## Fiscal Year 2025

Organization Name: Jefferson County Sheriff's Office Legal Name: County of Jefferson Payee Identification Number: 17460002912002 Project Title: STEP Comprehensive ID: 2025-JeffersonCoSO-S-1YG-00119 Period: 10/01/2024 to 09/30/2025

## FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

## TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Jefferson** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) Local Government/Transit District.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2025.

Name of the Federal Agency: National Highway Traffic Safety Administration

CFDA Number: 20.600 CFDA Title: State and Community Highway Safety Grant Program Funding Source: Section 402 Unique Entity Identifier (UEI) : EKC1BVNLJXA8 FAIN: 300004020TX0 69A37525300004020TX0

Project Title: STEP Comprehensive This project is Not Research and Development

Grant Period: This Grant becomes effective on **10/01/2024** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2025** unless terminated or otherwise modified.

Total Awarded: **\$31,919.05** Amount Eligible for Reimbursement by the Department: **\$24,888.15** Match Amount provided by the Subgrantee: **\$7,030.90** 

## FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

## Texas Traffic Safety Program

## GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

## ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

## ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Behavioral Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant

relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

## ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
  - The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.
  - 2. An increase to a salary amount stated in the budget is not considered an overrun. An underrun elsewhere in the budget may not be used to fund an increase to a stated salary amount.
  - 3. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
  - Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
  - 5. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
  - 6. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities." or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.
- F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on demonstrated performance history.

## ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

## ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

## ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written

amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

## ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:
  - 1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
  - 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
  - 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
  - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain

objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

## ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

## **ARTICLE 9. INDEMNIFICATION**

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

## **ARTICLE 10. DISPUTES AND REMEDIES**

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

## ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
  - 1. This agreement is terminated in writing with the mutual consent of both parties; or
  - 2. There is a written thirty (30) day notice by either party; or
  - 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

## ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

## ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

## **ARTICLE 14. SUBCONTRACTS**

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

## ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

## ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

## ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

## ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department. is incompetent or whose conduct becomes detrimental to the

work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

## ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310-.316, 200.318-.327.

# ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

## ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

## ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and

usproportionately night and adverse numan health or environmental enects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government);
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

 Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/finding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the

Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

## ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions
- D. The Subgrantee shall follow all other parts of the Department's DBE program. Information can be found at web address <u>https://www.txdot.gov/business/disadvantaged-small-business-enterprise/dbe-airport-concessions.html</u>
- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race,

color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

### Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary fier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## <u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary</u> <u>Tier Covered Transactions</u>

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

## Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower fier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower fier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise

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ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

## <u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –</u> Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report

Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

## **ARTICLE 26. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

## ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.
- B. The Subgrantee agrees that it shall:
  - 1. In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from SAM. The UEI is a 12-character, alphanumeric value.
  - 2. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- B. If threshold expenditures of \$1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov
- C. If expenditures are less than \$1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

## ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

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The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

## ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

## ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

## RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement.

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

1. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federallyfunded grant program. False statements on this form may be prosecutable under 18 USC. Jefferson County Sheriff's Office STEP Comprehensive 2025

1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at <u>www.buckleuptexas.com</u>.

Revised: 11/07/2017

## RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
  - 1. review of periodic reports
  - 2. physical inspection of project records and supporting documentation
  - 3. telephone conversations
  - 4. e-mails and letters
  - 5. quarterly review meetings
  - 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
  - 1. Ascertain whether or not the project objectives were met
  - 2. Review project accomplishments (performance measures completed, targets achieved)
  - 3. Account for any approved Program Income earned and expended
  - 4. Identify exemplary performance or best practices

#### **GENERAL INFORMATION**

Project Title:STEP Comprehensive

Project Description:

#### Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI: Driving While Intoxicated

2. Speed: Speed Enforcement

3. OP: Occupant Protection (Safety Belt and Child Safety Seat)

4. ITC: Intersection Traffic Control

5. DD: Distracted Driving

#### Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's

2. Spring Break

3. Memorial Day

4. Independence Day

5. Labor Day

STEP Mobilization Calendar is available on eGrantsHelp page

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

## **GOALS AND STRATEGIES**

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, injuries and fatalities.
Strategies:	Increase and sustain high visibility enforcement of traffic safety-related laws.
	Increase public education and information campaigns regarding enforcement activities.
Goal:	To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of DWI laws.
Goal:	To increase occupant restraint use, including child-safety seats, in all passenger vehicles and trucks.
Strategy:	Increase and sustain high visibility enforcement of occupant protection laws.
Goal:	To reduce the number of speed-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of speed-related laws.
Goal:	To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
Goal:	To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
Strategies:	Increase and sustain high visibility enforcement of state and local ordinances on celluar and texting devices.
	Increase public information and education on Distracted Driving related traffic issues.

X I agree to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number.https://egrants.bts.txdot.gov/\_Upload/1285373\_341467-AllZones2.pdf

## ENFORCEMENT ZONES

Zone Name :	ZONE 1
Zone Description :	I-10 east and west from FM 365 intersection to TX-124 NORTH TO SMITH ROAD. 3.737 SQUARE MILES This includes surface and frontage roads, intersections along and within the perimeter.
Zone Hours :	24/7 Enforcement
Zone Detail Map :	https://egrants.bts.txdot.gov/_Upload/1328872_341453-Zone_1[1].pdf

Additional

**Documentation**:

## ENFORCEMENT ZONES

Zone Name :	ZONE 2
Zone Description :	Intersection of Highland avenue and East Cardinal drive. southeast bound to Sulphur to Spindletop Avenue. To South MLK parkway to US 69, South to Spurlock Road traveling N/E to TX-347 N/W to Ohio street. Ohio street back to East Cardinal. On East Cardinal stopping at Highland Avenue. 3.491 SQUARE MILES
Zone Hours :	24/7 Enforcement
Zone Detail Map : Additional Documentation :	https://egrants.bts.txdot.gov/_Upload/1328875_341453-zONE_2[1].pdf

#### **BASELINE INFORMATION**

**Baseline Definition:** A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note for Arrests/Citations and Written Warnings: Baseline data used must be no older than 2020.

Note KA Crashes: KA crash data is provided to subgrantees through the RFP document. Each jurisdiction is provided with corresponding KA crash numbers based on a three-year rolling average. County-level agencies should use the data from "Rural X County."

Baseline Year for Arrests/Citations and Written Warnings (12 months)

From 1/1/2022 To 12/20/2022

<b>Baseline Measure</b>	Arrests/Citations	<u>Written</u> <u>Warnings</u>	<u>KA</u> Crashes
Driving Under Influence (DUI)	0	0	9
Speed	1199	0	15
Safety Belt	13	0	11
Child Safety Seat	21	0	
Intersection Traffic Control (ITC)	61	0	8
Distracted Driving Citations	2	0	•
Other Elements	1047	0	

If you have additional attachments, provide them on the "Attachments" page.

#### LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes to	8	
Reduce the number of Speed-related KA crashes to	14	
Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	10	
Reduce the number of ITC-related KA crashes to	7	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

## PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

a. Conduct a minimum of five (5) presentations

b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)

c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

Budget Category		TxDOT	Match	Total
Categ	ory I - Labor Costs			
(100)	Salaries	\$24,888.15	\$0	\$24,888.15
(200)	Fringe Benefits	\$0	\$7,030.90	\$7,030.90
	Category I Sub- Total	\$24,888.15	\$7,030.90	
Categ	ory II - Other Direct C	osts	hannan kanan ka	
(300)	Travel	\$0	\$0	<b>\$</b> 0
(400)	Equipment	\$0	\$0	50
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub- Total	\$0	<b>\$</b> 0	\$0
Total Direct Costs		\$24,888.15	\$7,030.90	\$31,919.05
Catego	ary III - Indirect Costs	an a	, ann an a' an ann ann ann ann ann ann an	har more and the second se
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summ	ary			
	Total Labor Costs	\$24,888.15	\$7,030.90	\$31,919.05
	Total Direct Costs	\$0	\$0	50
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$24,888.15	\$7,030.90	\$31,919.05
	Fund Sources (Percent Share)	77.97%	22.03%	

## **Budget Summary**

	ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)     NOTICE: Not For Use For Condominium Transactions
1.	PARTIES: The parties to this contract are <u>Elizabeth Simmons</u> (Seller) and <u>Jefferson County</u> (Buyer Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property define below.
	(Seller) and Jefferson County (Buyer
	Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property define
2.	PROPERTY: The land, improvements and accessories are collectively referred to as the Property (Property)
	A. LAND: Lot TRS 43-44, L35B Block Unit B , Tyrrell Park Addition, City of Beaumont , County of Jefferson Texas, known as 5220 Roberts Road 77705 (address/zip code), or as described on attached exhibit, B. IMPROVEMENTS: The house of all attached exhibit.
	Addition, City of Beaumont , County of Jefferson
	Texas, known as 5220 Roberts Road 77705
	(address/zip code), or as described on attached exhibit.
	THE
	above-described real property, including without limitation, the following permanent installed and built-in items, if any: all equipment and appliances, valances, screens shutters awaings well-to-well opposing a single statement and appliances.
	anconido, mounto drig plackets for televisions and speakers heating and air conditioning and
	occurry and me detaution equipment, winno, numning and lighting fivtures abandahara mut
	Solution System, Kilchen eduloment, darade door prenere clooping aquinteent stadt
	lanuscaping, outdoor cooking equipment, and all other property attached to the star
	C. ACCESSORIES: The following described related accessories, if any: window air conditionin
	MUNY WWYY NUVINGVO SULCENS, LUNANDS AND FORS ANALOND BACKAGE dramawike and the
	WYY WYW UNNWA NEVA, CUUVE UNDUOU DOOL SWIMMING DOOL ACDISMONT and sector sectors
	accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: ( garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" include
	General S lialisterable (10011S to the (1) software and applications used to appear and
	improvements of accessories, and (II) hardware used solely to control improvemente
	avvass01145.
	D. EXCLUSIONS: The following improvements and accessories will be retained by Seller an must be removed prior to delivery of possession: <u>All personal belongings.</u>
	An personal belongings.
	E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other
	interests is made in accordance with an attached addendum.
3.	SALES PRICE:
	A. Cash portion of Sales Price payable by Buyer at closing
	The term Udsti portion of the Sales Price" does not include procoode from barrautan of
	B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum
	C Solar Assumption Addendum, Seller Financing Addendum
	C. Sales Price (Sum of A and B)
4.	LEASES: Except as disclosed in this contract. Seller is not sware of any losson afficility the
	i topolity. Alloi ule cilevive Dale, Seller may not wimpolit Buyare written concept orgate a new
	lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)
Π	
البيبيا	A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.
	B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for
	ordinplo, soldi pallois, proparie lanks, water somener security system) and the Addeeduw
<b>,,,,,</b>	regarding rixtule Leases is attached to this contract
Ш	C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and good
	mineral, water, which of other natural resource lease affecting the Property to which Seller is a
	pany,
	(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
	(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shal
	provide to puyer a copy of all the Natural Resource Leases within 3 days after the Effective
	Date. Buyer may terminate the contract within <u>NA</u> days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to

•-

Dee Richard Rent Estate, 2630 Laurel Avenue Beaument TX 7702	Phone: (409)#39-4580	Fax: (409)839-4395	Roberts Road
Delores Richard Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood 5	St, Suite 2200, Dallas, TX 75201	www.lwolf.com	

	c	ontra	ct Concerning	5220 Roberts Road, Beaumont, Tx 77705	Page 2 of 11 11-07-2022
	5	. E	ARNEST MONEY	AND TERMINATION OPTION	
		A	DELIVERY OF	EARNEST MONEY AND OPTION FEE: Within 3 day	s after the Effective Date, Buyer
			must deliver to Beaumont. Te	(Escrow	v Agent) at 3050 Dowlen Rd.
			as the Option	ree. The earnest money and Option Fee shall be	earnest money and \$NA made payable to Escrow Acout
			da	I deliver additional earnest money of \$ <u>NA</u> s after the Effective Date of this contract.	to Escrow Agent within
			<ul><li>(2) If the last</li></ul>	day to deliver the earnest money. Ontion Fee or	r the additional earnest money
				Journay, Junuar, or 19031 holiday the time to deli	War the correct moment out
			416410 1010	e additional earnest money, as applicable, is extended saturday, Sunday, or legal holiday.	-
			(3) The amou	nt(s) Escrow Agent receives under this paragraph	shall be applied first to the
				, then to the earnest money, and then to the additional earn orizes Escrow Agent to release and deliver the Opt	nost monou
			winout iut	with House to or consent from Buver and releases	Ferrow Anost from Robilly, to.
			closing,	the Option Fee to Seller, The Option Fee will be	credited to the Sales Price at
		Β.	TERMINATION	OPTION: For nominal consideration, the receipt of	of which Seller acknowledges
				AGGINGIN IN DAY THE UDTION FEE WITHIN the time rev	cuirod Colles security D
				the to terminate this contract by giving notice of the Effective Date of this contract (Option	Renard Notioon under It.
			Paragraph mug	L NG YIVGH DV DOUL D.M. HOCAL TIMA Whara tha Dr	anoniu in incontral huutu uu
			ahermen' li br	yer gives notice of termination within the time pres d and Escrow Agent shall release any Option Fee ro	orthody (1) the Option The way
		0	and (ii) a	iv earnest money will be retrinded to Ruver	
		υ.	within the time	TIMELY DELIVER EARNEST MONEY: If Buyer fails required, Seller may terminate this contract or ex	to deliver the earnest money
			raiaviauriu. u	DUID, UV DIDVIDIDO DODCA IO BUVAr batara Ruvar dalivara 4	an annument
		D,	FAILORE TO T	IMELY DELIVER OPTION FEE: If no dollar amount le	stated on the Antion Man - W
			uncounced righ	deliver the Option Fee within the time required to terminate this contract under this paragraph 5,	
		Ε,	TIME: Time is performance is	of the essence for this paragraph and strict c	ompliance with the time for
ŀ	6.	TIT	LE POLICY AND	SURVEY:	
		Α.	TITLE POLICY:	Seller shall furnish to Buyer at X Seller's X Buyer's	s expense an owner policy of
				Itle Policy) issued by <u>Stewart</u> of the Sales Price, dated at or after closing, insuring	(Title Componed)
			provisions of th	le little Policy, subject to the promulgated exclusion	n buyer against loss under the
			and zoming ordin	ances) and the following exceptions:	· -
			(Z) the standar	ovenants common to the platted subdivision in which the P I printed exception for standby fees, taxes and assessmen	roperty is located.
			(S) Liens create	a as part of the financing described in Paragraph 3	
			Property is it	ments created by the dedication deed or plat of ocated.	
			(5) Reservation	or exceptions otherwise permitted by this contract	or as may be approved by
			Buyer in writ (6) The standard	ng. I printed exception as to marital rights.	
			(7) The stands	rd printed exception as to waters, tidelands, be	aches, streams, and related
			maners,	d printed exception as to discrepancies, conflicts, s	
			intes, enciua	chinems of protrusions, or overlapping improvements	nonages in area or boundary
			📋 (i) will not be a	mended or deleted from the title policy; or	
			(9) The excep	nded to read, "shortages in area" at the expense of X Bu tion or exclusion regarding minerals approved by	lyer [_] Seller.
		D	insurance.		
		В,	shall furnish to	Within 20 days after the Title Company receives a Buyer a commitment for title insurance (Commitme	copy of this contract, Seller
			legine cohies c	i restrictive covenants and documents evidencing e	exceptions in the Commitment
			(mycebilou noci	ments) other than the standard printed exceptions	Seller authorized the Title
			snown in rara	liver the Commitment and Exception Documents to graph 21. If the Commitment and Exception Docu	uments are not dollwored to
			muyai wuuuu uu	specified time, the time for delivery will be auto	matically extended up to the
ł			Documents are	before the Closing Date, whichever is earlier. If the not delivered within the time required, Buyer may	e Commitment and Exception
L		***	me earnest mone	will be refunded to Buyer.	secondor and contract and
TX	(R-1	601	Initialed Produced with L	or identification by Buyerand Seller one Wolf Transactions (zlpForm Edition) 717 N Harwood St, Suite 2200, Dallae, TX 78	TREC NO. 20-17 201 www.iwolf.com Roberts Road

Contra	ct Concerning Page 3 of 11 11-07-202
С	. SURVEY: The survey must be made by a registered professional land survey must be
*****	(1) Within NA days after the Effective Date of this context. Delive the state of the
	Affidavit promulgated by the Texas Department of Insurance (T.47 Affidavit) if O.1
	furnish the existing survey or affidavit within the time prescribed, Buyer sha obtain a new survey at Seller's expense no later than 3 days prior to Closing Date If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s
X	to Closing Date.
	at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt of the date specified in this paragraph, whichever is earlier
	(3) Within <u>NA</u> days after the Effective Date of this contract, Seller, at Seller's expense sha furnish a new survey to Buyer
D.	OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use of activity:
	Buyer must object the earlier of (i) the Closing Date or (ii) 7 down often Development
	allowed will constitute a waiver of Buyer's right to phiatt available to object within the time
	Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lende within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as percessing. If objections are are any timely used to be any timely objections of the closing bate will be
	delivering notice to Seller within 5 days after the ord of the Ours Ded di Within the Cure Period, Buyer may, by
	Buyer does not terminate within the time required Buyer; or (ii) walve the objections. I
	delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this new stated in the
E.	delivered to Buyer. TITLE NOTICES:
	(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
	(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is X is not subject to mandatory membership in a property purper appropriate (c). If the Property is X is not subject
	\$5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located in the residential community
	occupancy of the Property and all dedicatory instruments governing the use and maintenance, or operation of this residential community have been sentilly been and the stabilishment,
	restrictive covenants and dedicatory instruments may be obtained from the county clerk, You are obligated to pay assessments to the property pwords provide the county clerk.
	amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.
	Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision including but not
	property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regulations.
	other than lawsuits relation to which the property owners' association is a party,
	association. These documents must be made available to you by the property owners' association or the association's agent on your request. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to
	<ul> <li>(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sever drainage or flood control facilities and statutorily</li> </ul>
	Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

TREC NO. 20-17 Roberts Road

Contra	ct Concerning 5220 Roberts Road, Beaumont, Tx, 77705 Page 4 of 11 11-07-2022
	(4) TIDE WATERS' If the Property abute the title (4)
	included in the contract. An addendum containing the notice promulgated by TREC or
	(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and municipality.
	boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the
	(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service area,
	or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a
	to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property
	<ul> <li>(i) ODE finit ROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.</li> <li>(8) TRANSFER FEES: If the Property is subject to a private traceful for the second s</li></ul>
	<ul> <li>may be governed by Chapter 5, Subchapter G of the Texas Property Code.</li> <li>PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system ratellar. Solidar Solidarian Service area owned by a distribution system ratellar.</li> </ul>
	by TREC or required by the parties should be used. (10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water including a respective of later and the parties of the property adjoins an impoundment of
	operating level, Seller hereby notifies Buyer: "The water level of the impoundment's normal adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
	(11) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): DD6
7. PR	DPERTY CONDITION:
Α.	ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Broperty inspected which access
	selected by Buyer and licensed by TREC or otherwise permitted by law to make inspectors. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
В.	SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only)
	(1) Buyer has received the Notice.
	(2) Buyer has not received the Notice. Within days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the contract.
X	for any reason within 7 days after Buyer receives the Notice, Buyer may terminate this contract whichever first occurs, and the earnest money will be refunded to Buyer
C.	(3) The Seller is not required to furnish the notice under the Texas Property Code. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978. ACCEPTANCE OF PROPERTY CONDITION: "As is" means the present condition of the Property with any and all defeate reducible of the Property
	with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
R-1601	Initialed for identification by Buyer and Seller TREC NO. 20-1

Initialed for identification by Buyer and Seller Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

TREC NO. 20-17 Roberts Road

#### Contract Concerning 5220 Roberts Road, Beaumont, Tx 77705 (Address of Property)

(Check one box only)

(1) Buyer accepts the Property As Is.

(2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: NA

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer. F.
- COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to permits. The repairs and treatments must be performed by persons who are incensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.
- ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, G. including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the partles should be used.
- H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ NA , Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

8. BROKERS AND SALES AGENTS:

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: NA
- B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

#### 9. CLOSING:

- A. The closing of the sale will be on or before <u>November 29</u>, <u>2024</u>, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- В. At closing:
  - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
  - Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
  - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
  - There will be no liens, assessments, or security interests against the Property which will (4) not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
  - Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) (5)will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

J	
C	ontract Concerning 5220 Roberts Road, Beaumont, Tx 77705 Page 6 of 11 11-07-2022 (Address of Property)
1 11	0. POSSESSION:
	<ul> <li>A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: X upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.</li> <li>B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:</li> <li>(1) deliver to Buyer written information containing all accords ondea warmane.</li> </ul>
	<ul> <li>and applications Buyer will need to access, operate, manage, and control the Smart Devices; and</li> <li>(2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.</li> </ul>
11,	, SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) <u>Seller acknowledges that this transaction is part of the Jefferson County Buy Out Program.</u>
	<ul> <li>SETTLEMENT AND OTHER EXPENSES:</li> <li>A. The following expenses must be paid at or prior to closing; <ul> <li>(1) Expenses payable by Seller (Seller's Expenses):</li> <li>(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.</li> <li>(b) Seller shall also pay an amount not to exceed \$ MA</li></ul></li></ul>
	<b>PRORATIONS:</b> Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
14.	CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money

TXR-1601

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**TREC NO. 20-17 Roberts Road** 

#### 5220 Roberts Road, Beaumont, Tx 77705 (Address of Property)

Page 7 of 11 11-07-2022

will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

- 15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:
  - A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
  - B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
  - C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.
  - D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be llable to the other party for (I) damages; (II) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
  - E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
- 19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

TXR-1601

Initialed for identification by Buyer \_\_\_\_\_\_ and Seller \_\_\_\_\_\_ Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Sulte 2200, Dallas, TX 75201 \_\_\_\_\_\_\_\_\_

TREC NO. 20-17 Roberts Road

54 I	mailed to, hand-delivered at, or transmitted by fax or e	other must be in writing and are effective whe
	To Buyer at: P.O. Box 425	To Seller at: <u>5220 Roberts Roads</u>
	Beaumont, Tx 77704	Beaumont, Tx 77705
	Phone:	Phone: (409)790-8259
	E-mail/Fax:	Northern and the stand of the
	E-mail/Fax:	E-mall/Fax:
	With a copy to Buyer's agent at:	E-mail/Fax: <u>biziliz@att.net</u> With a copy to Seller's agent at:
	deloresrichard21@yahoo.com	
22.	AGREEMENT OF PARTIES: This contract and cannot be changed except by their writte contract are (Check all applicable boxes):	contains the entire agreement of the partle an agreement. Addenda which are a part of this
	Third Party Financing Addendum	Seller's Temporary Residential Lease
	Seller Financing Addendum	Short Sale Addendum
	Addendum for Property Subject to Mandatory Membership in a Property Owners Association	Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
	Buyer's Temporary Residential Lease	Addendum for Seller's Disclosure of
	Loan Assumption Addendum	Information on Lead-based Paint and
	Addendum for Sale of Other Property by	Lead-based Paint Hazards as Required by Federal Law
]	Buyer Addendum for Reservation of Oil, Gas and Other Minerals	Addendum for Property in a Propane Gas System Service Area
	Addendum for "Back-Up" Contract	Addendum Regarding Residential Leases
	Addendum for Coastal Area Property	Addendum Regarding Fixture Leases
	Addendum for Authorizing Hydrostatic Testing	Addendum containing Notice of Obligation to Pay Improvement District Assessment
]	Addendum Concerning Right to Terminate Due to Lender's Appraisal	Other (list):
]	Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum	
	CONSULT AN ATTORNEY BEFORE SIGNING: agents from giving legal advice. READ THIS CONTRAC	TREC rules prohibit real estate brokers and sales
	Buyer's Attorney is:	Seller's Attorney is:
	Phone:	Phone:
	Fax:	Fax:
	E-mail:	E-mail:

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EXECUTED the	day of,	(Effective Date
(BROKER: FILL IN THE	DATE OF FINAL ACCEPTANCE.)	
441111/1/17/17/17/17/17/17/17/17/17/17/17/		
Buyer Jefferson County	Seller Elizabeth Simr	nano
<ul> <li>Contraction on an arriver with</li> </ul>	Conci unzapent Simi	10115
Buyer	Seller	
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validity or adequad transactions, Texas	y by trained real estate license holders. No representation of any provision in any specific transactions. It is Real Estate Commission, P.O. Box 12188. Austim, TX 7	on is made as to the lega

### 145

\_\_\_ Page 10 of 11 11-07-2022

	NFORMATION only. Do not sign)
Dee Richard Real Estate 236504	
Other Broker Firm License No.	Listing Broker Firm License No.
represents X Buyer only as Buyer's agent	represents Seller and Buyer as an intermediary
Seller as Listing Broker's subagent	Seller only as Seller's agent
Deletres Des Chryse	
Deloires Dee Chevis Associate's Name License No.	Listing Associate's Name License No.
Team Name	Team Name
deloresrichard21@yahoo.com (409)331-4544	
Associate's Email Address Phone	Listing Associate's Email Address Phone
Licensed Supervisor of Associate License No.	Licensed Supervisor of Listing Associate License No.
2630 Laurel Avenue (409)839-4580	
Other Broker's Address Phone	Listing Broker's Office Address Phone
City State Zin	· · · · · · · · · · · · · · · · · · ·
City State Zip	City State Zip
	Selling Associate's Name License No.
	Team Name
	Selling Associate's Email Address Phone
	Licensed Supervisor of Selling Associate License No.
	Selling Associate's Office Address
	City State Zip
agreement between brokers), Listing Broker has agreed to	closure is for informational numpeon and doop not share
the provided agreement between morers to pay of share a	CONTINUSSION.

TXR-1601

#### TREC NO. 20-17

Roberts Road

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Contract Concerning

	OPTION FEE RECEIPT	
Receipt of \$ is acknowledged.	(Option Fee) in the form of	-
Escrow Agent	Date	
*****	EARNEST MONEY RECEIPT	1

Receipt of \$ is acknowledged.	Earnest Money in the	e form of	
Escrow Agent	Received by	Email Address	Date/Time
Address			Phone
City	State	Zip	Fax

	C	ONTRACT R	ECEIPT	
Receipt of the Contract is ac	cknowledged.			
Jana Henry Escrow Agent Stewart Title Co.	R	lecelved by	<u>iana.henry@stewarttitle.com</u> Email Address	Date
3050 Dowlen Rd Address	******		(409)860-8880	Phone
Beaumont	Тех	77706		Phone
City	State		Zip	Fax

Receipt of \$ is acknowledged.	additional Earnest M	oney in the form of	
Escrow Agent	Received by	Email Address	Date/Time
Address			Phone
City	State	Zip	Fax

TXR-1601

TREC NO. 20-17

Roberts Road

OPPORTUNITY	ADDENDUM FOR ON LEAD-BASED	SELLER'S DI	EAL ESTATE COMMISSION SCLOSURE OF INFORMA EAD-BASED PAINT HAZ FEDERAL LAW	10-10- ARDS
CONCERNING	THE PROPERTY AT	5220 Roberts	Road (Street Address and City)	Beaumont
based paint may produ- behavloral p seller of an based paint known lead- prior to purch	that may place young ch ce permanent neurologic problems, and impaired m y Interest in residential r hazards from risk assess based paint hazards. A ri	narons notified in hildren at risk of de cal damage, inclu emory. Lead poiso eal property is req sments or inspectic isk assessment or	f any interest in residential re- at such property may present ex- eveloping lead polsoning. Lead p ding learning disabilities, redu- ning also poses a particular risk juired to provide the buyer with ons in the seller's possession an inspection for possible lead-paint	kposure to lead from lea poisoning in young child ced intelligence quotie to pregnant women. T any information on lea
B. SELLER'S D 1. PRESEN	NISCLOSURE: NCE OF LEAD-BASED PAIN		ASED PAINT HAZARDS (check on ASED PAINT HAZARDS (check on That hazards are present in the Proper	ne box only): rty (explain):
	Seller has provided the	purchaser with all	aint and/or lead-based paint hazard heck one box only): available records and reports per (list documents):	rtaining to load based a
2. With selection mon     BUYER'S AC     1. Buye     2. Buye     2. Buye     E. BROKERS' A	in ten days after the effect cted by Buyer. If lead-bass ract by giving Seller writter ey will be refunded to Buyer <b>KNOWLEDGMENT</b> (check or has received copies of all or has received the pamphile <b>CKNOWLEDGMENT</b> : Brok Buyer with the federall colose any known lead reports to Buyer partaining	paint hazards. tive date of this con- sed paint or lead-bu- notice within 14 d applicable boxes): information listed ab- the Protect Your Family cers have informed S y approved pame d-based paint and/or tig to lead-based p avs to have the Pro- tig to h	y from Lead in Your Home. teller of Seller's obligations under 42 oblet on lead poisoning prevent or lead-based paint hazarde in the aint and/or lead-based paint haz roperty inspected; and (6) retain	ty inspected by inspecto Buyer may terminate the contract, and the earned 2 U.S.C. 4852d to: ntion; (b) complete the Property; (d) deliver cards in the Property; (d)
records and provide Buye addendum for	at least 3 years following th	<ul> <li>following persons</li> </ul>	have reviewed the information	re compliance. above and certify, to t
records and provide Buye addendum for F. CERTIFICATI best of their ku	at least 3 years following th ON OF ACCURACY: The	<ul> <li>following persons</li> </ul>	have reviewed the information	above and certify, to the
addendum, (t records and provide Buye addendum for F. CERTIFICATI best of their ki Buyer Jefferson County Buyer	at least 3 years following th ON OF ACCURACY: The	<ul> <li>following persons</li> <li>on they have provide</li> </ul>	have reviewed the information ad is true and accurate.	above and certify, to the description of the descri
Buyer Jefferson County Buyer Jefferson County Dither Broker Delores Richard F	A period of up to 10 dat at least 3 years following th <b>ON OF ACCURACY:</b> The nowledge, that the information of the information of the information the information the information of the information of the information the information of the information Real Estate	Date Date Date Date Date	have reviewed the information ed is true and accurate. Seller Elizabeth Simmons	above and certify, to th Dat Dat Dat approved or promulgated freed real estate licensees.

## NOTICE TO PURCHASERS

## THE STATE OF THXAS COUNTY OF JEFFERSON

The real property described below, which you are about to purchase, is located in Jefferson County Drainage District No. 6. The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is \$.200039 cents on each \$100.00 of assessed valuation.

The total amount of bonds which has been approved by the voters and which have been or may at this date, be issued is None; and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the District and payable in whole or part from property taxes is \$0.00.

## THE DISTRICT DOES NOT IMPOSE A STANDBY FEE.

The purpose of this District is to provide drainage or flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District.

The legal description of the many	
TRS 43-44, L+ 35B, Unit. SeFferson 6,	acquiring is as follows: 5220 Robert's Road B, Typrell Park, Beckemput,
Date .1 X 77705.	
Sigo	starts of Seller
	4 1
an and a second and a second and a second	
Sintheast Contraction of Contractio	nture of Seller
THE PURCHASER IS ADVISED THAT THE INFORM. SUBJECT TO CHANGES BY THE DISTRICT AT ANY ESTABLISHES TAX RATES DURING THE MONTH O DECEMBER OF EACH YEAR, EFFECTIVE FOR THE ARE APPROVED BY THE DISTRICT. THE PURCHAS DISTRICT TO DETERMINE THE STATUS OF ANY CO THE INFORMATION SHOWN ON THIS FORM.	F SEPTEMBER THROUGH YEAR IN WHICH THE TAX RATES ER IS ADVISED TO CONTACT THE URRENT OR PROPOSED CHANGES TO
The undersigned purchaser(s) hereby acknowledges receive execution of a binding contract for the purchase of the real pro- of purchase of the real property.	pt of the foregoing notice at or prior to perty described in such notice or at closing
Date	ature of Purchaser
Date Sig	asture of Purchaser

PGM: GMCOMMV2	DATE 10-08-2024		PAGE: 1
NAME JURY FUND		AMOUNT	CHECK NO 150 TOTAL
CHAPMAN VENDING		256.16	521960
			256.16**
ROAD & BRIDGE PCT.#1 ABLE FASTENER, INC. SPIDLE & SPIDLE CONSOLIDATED ELECTRICAL DIST INC. W.W. GRAINGER, INC. M&D SUPPLY SANDIFER'S LP GAS CO. ACE IMAGEWEAR SMART'S TRUCK & TRAILER, INC. AT&T SOUTHERN TIRE MART, LLC PUMPTEX, INC. HLAVINKA EQUIPMENT COMPANY SILSBEE FORD INC WALLER COUNTY ASPHALT ROAD & BRIDGE PCT.#2 AUDILET TRACTOR SALES CITY OF NEDERLAND EASTEX RUBBER & GASKET ENTEDCY		$\begin{array}{r} 447.50\\ 605.04\\ 5,636.13\\ 1,161.44\\ 1,278.96\\ 696.70\\ 29.10\\ 679.35\\ 47.31\\ 184.00\\ 370.65\\ 276.20\\ 231,930.222\\ 7,466.26\end{array}$	521768 521770 521782 521794 521802 521812 521817 521818 521821 521835 521866 521886 521886 521912 521925 250,808.86**
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M&D SUPPLY M&D SUPPLY RITTER @ HOME SANITARY SUPPLY, INC. BUBBA'S AIR CONDITIONING LOWE'S HOME CENTERS, INC. BUMPER TO BUMPER ASCO GULF COAST MODERN CONCRETE & MATERIALS LLC MASSEY SERVICES INC GSI HIGHWAY PRODUCTS		148.75136.3689.02192.57111.14844.64171.5085.00113.051,818.7597.615,294.70601.3540.001,844.38	521773 521779 521786 521802 521811 521813 521833 521870 521880 521907 521948 521984 521996 522001 11,588.82**
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ROAD & BRIDGE PCT.#4		542.00	
A&A EQUIPMENT CHUCK'S WRECKER SERVICE CITY OF BEAUMONT - WATER DEPT. ENTERGY SANITARY SUPPLY, INC. SOUTHEAST TEXAS WATER W. JEFFERSON COUNTY M.W.D. TRANTEX, INC. UNITED STATES POSTAL SERVICE ROWENA JACKSON NATALIE ROBERTS ASCO CINTAS CORPORATION O'REILLY AUTO PARTS GULF COAST RAMSEY PRATT MUNRO'S UNIFORM SERVICES, LLC MASSEY SERVICES INC ENGINEERING FUND		543.92720.0024.211,236.09458.2061.75264.841,315.501.3828.95192.967,378.75125.354,259.20250.00250.78100.00	521766 521776 521778 521813 521819 521831 521838 521862 521873 521888 521907 521924 521942 521948 521949 521949 521975 521996 17,413.80**
VERIZON WIRELESS		123.02	521858
ODP BUSINESS SOLUTIONS, LLC PARKS & RECREATION		103.74	521973 226.76**

PGM: GMCOMMV2	DATE 10-08-2024			PAGE: 2
NAME		AMOUNT	CHECK NO	ISI TOTAL
ENTERGY W. JEFFERSON COUNTY M.W.D. ALL TERRAIN EQUIPMENT CO AMAZON CAPITAL SERVICES		292.79 29.93 485.52 649.85	521796 521831 521933 521979	1 450 00++
GENERAL FUND				1,458.09**
TAX OFFICE				
THE EXAMINER UNITED STATES POSTAL SERVI AUTOMATED CONFIRMATIONS IN		2,231.25 518.39 72.33	521788 521862 522002	0 001 07*
COUNTY HUMAN RESOURCES				2,821.97*
MOORMAN & ASSOCIATES, INC. PINNACLE MEDICAL MANAGEMEN UNITED STATES POSTAL SERVI BAPTIST PHYSICIAN NETWORK BEAUMONT OCCUPATIONAL SERV	CE	$\begin{array}{r}1,020.00\\55.00\\21.78\\112.00\\100.95\end{array}$	521804 521806 521862 521864 521980	1,309.73*
AUDITOR'S OFFICE				1,309.73
UNITED STATES POSTAL SERVI	CE	3.42	521862	3.42*
COUNTY CLERK				5.12
KIRKSEY'S SPRINT PRINTING UNITED STATES POSTAL SERVI AMAZON CAPITAL SERVICES PROPERTY RECORDS INDUSTRY		268.50 257.23 39.96 285.00	521800 521862 521979 522000	
COUNTY JUDGE				850.69*
UNITED STATES POSTAL SERVI GRACE NICHOLS	CE	2.35 900.00	521862 521890	902.35*
RISK MANAGEMENT				202.33
UNITED STATES POSTAL SERVI VERONA ADAMS ADAN PEREZ JR BRIANA SCHMIDT	CE	3.73 73.57 166.89 73.57	521862 521871 521974 522003	
COUNTY TREASURER				317.76*
UNITED STATES POSTAL SERVI	CE	144.90	521862	144 00*
PURCHASING DEPARTMENT				144.90*
CASH ADVANCE ACCOUNT		907.16	521799	907.16*
GENERAL SERVICES				207.10
CITY OF BEAUMONT - CENTRAL VERIZON WIRELESS CROWN CASTLE INTERNATIONAL RAPE & SUICIDE CRISIS OF S FIBERLIGHT LLC	1	65,350.70 304.02 1,999.98 11,000.00 2,009.00	521777 521860 521875 521891 521958	80,663.70*
DATA PROCESSING				80,883.70*
CDW COMPUTER CENTERS, INC. ODP BUSINESS SOLUTIONS, LL ZACKARY BULLION	C	812.32 139.29 231.15	521837 521973 521989	1 100 76+
VOTERS REGISTRATION DEPT				1,182.76*
UNITED STATES POSTAL SERVI	CE	615.59	521862	615.59*
ELECTIONS DEPARTMENT				010.09"
THE EXAMINER		68.75	521788	

PGM: GMCOMMV2	DATE 10-08-2024			PAGE: 3
NAME	10-00-2024	AMOUNT	CHECK NO	152 <sub>TOTAL</sub>
UNITED STATES POSTAL SERVICE ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES		103.53 934.34 1,732.03	521862 521973 521979	
DISTRICT ATTORNEY				2,838.65*
CASH ADVANCE ACCOUNT MIKE LAIRD UNITED STATES POSTAL SERVICE ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES		365.39 875.60 141.23 1,079.49 77.54	521799 521801 521862 521973 521973	2 520 25*
DISTRICT CLERK				2,539.25*
KIRKSEY'S SPRINT PRINTING UNITED STATES POSTAL SERVICE ODP BUSINESS SOLUTIONS, LLC		25.95 470.20 4,577.25	521800 521862 521973	5,073.40*
CRIMINAL DISTRICT COURT				5,0/3.40"
UNITED STATES POSTAL SERVICE		9.92	521862	9.92*
60TH DISTRICT COURT				
CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE		$\begin{array}{r} 267.84\\ 2.07\end{array}$	521837 521862	
172ND DISTRICT COURT				269.91*
DELL MARKETING L.P. CASH ADVANCE ACCOUNT		$101.74 \\ 670.43$	521783 521799	772.17*
252ND DISTRICT COURT				//2.1/
UNITED STATES POSTAL SERVICE SUMMER TANNER		10.61 108.30	521862 521885	
279TH DISTRICT COURT				118.91*
ANITA F. PROVO NATHAN REYNOLDS, JR. KEVIN PAULA SEKALY PC KIMBERLY PHELAN, P.C. TONYA CONNELL TOUPS JASON ROBERT NICKS BRITTANIE HOLMES WILLIAM FORD DISHMAN JENNIFER DELAGE JULLIANA REYES ALICIA K HALL PLLC SHELANDER LAW OFFICE		$\begin{array}{r} 467.50\\ 429.00\\ 1,050.00\\ 220.00\\ 770.00\\ 500.00\\ 110.00\\ 220.00\\ 660.00\\ 1,925.00\\ 8,976.00\\ 330.00 \end{array}$	521809 521810 5218816 521883 521887 521893 521905 521927 521927 5219241 521955 521961	15,657.50*
317TH DISTRICT COURT				15,057.50
LAIRON DOWDEN, JR. NATHAN REYNOLDS, JR. CHARLES ROJAS UNITED STATES POSTAL SERVICE GLEN M. CROCKER DONEANE E. BECKCOM LANGSTON ADAMS JOEL WEBB VAZQUEZ KIMBERLY PHELÂN, P.C. BRITTANIE HOLMES WILLIAM FORD DISHMAN JENNIFER DELAGE ALICIA K HALL PLLC SHELANDER LAW OFFICE JUSTICE COURT-PCT 1 PL 1		$\begin{array}{r} 325.00\\ 374.00\\ 605.00\\ 2.07\\ 440.00\\ 440.00\\ 655.00\\ 110.00\\ 2,20.00\\ 110.00\\ 220.00\\ 110.00\\ 6,589.00\\ 770.00\end{array}$	521784 521810 521840 5218652 5218657 5218878 5218878 5218878 521910 521910 5219255 521961	12,950.07*
ULINE SHIPPING SUPPLY SPECIALI		202.88	521829	
UNITED STATES POSTAL SERVICE		114.95	521862	317.83*
JUSTICE COURT-PCT 1 PL 2				

PGM: GMCOMMV2	DATE 10-08-2024		1	PAGE: 4
NAME		AMOUNT	CHECK NO	55 <sub>TOTAL</sub>
UNITED STATES POSTAL SERVICE JUSTICE COURT-PCT 4		31.17	521862	31.17*
ODP BUSINESS SOLUTIONS, LLC JUSTICE COURT-PCT 6		286.61	521973	286.61*
UNITED STATES POSTAL SERVICE		40.32	521862	40.32*
AT&T		47.31	521821	47.31*
COUNTY COURT AT LAW NO.1				17.51
UNITED STATES POSTAL SERVICE		7.59	521862	7.59*
COUNTY COURT AT LAW NO. 2				7.59
TODD W LEBLANC JACK LAWRENCE THOMAS J. BURBANK PC EDWARD B. GRIPON, M.D., P.A. MARVA PROVO CHARLES ROJAS UNITED STATES POSTAL SERVICE WILLIAM MARCUS WILKERSON MATUSKA LAW FIRM JENNIFER DELAGE		250.00 250.00 400.00 1,890.00 300.00 300.00 9.66 250.00 550.00 650.00	521769 521775 521775 521808 5218840 521862 521906 521914 521927	
COUNTY COURT AT LAW NO. 3				4,849.66*
UNITED STATES POSTAL SERVICE		.69	521862	<b>CO *</b>
COURT MASTER				.69*
KENT W JOHNS		1,000.00	521897	1,000.00*
MEDIATION CENTER				1,000.00*
SOUTHEAST TEXAS WATER UNITED STATES POSTAL SERVICE 4IMPRINT, INC. KARA HAWTHORN THOMSON REUTERS-WEST AMANDA TRIM PAMELA MCGEE ODP BUSINESS SOLUTIONS, LLC		$\begin{array}{r} 90.50\\ 7.59\\ 3,432.08\\ 326.84\\ 117.00\\ 51.84\\ 45.17\\ 1,133.05\end{array}$	521820 521862 521868 521898 521908 521926 521968 521973	E 004 074
SHERIFF'S DEPARTMENT				5,204.07*
A-1 TINT & ACCESSORIES CITY OF NEDERLAND FED EX CASH ADVANCE ACCOUNT AT&T OCARC INC UNITED STATES POSTAL SERVICE SILSBEE FORD INC GALLS LLC LAKE COUNTRY CHEVROLET, INC. BOEING DIGITAL SOLUTIONS, INC ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES KMW LONG RANGE SOLUTIONS LLC		175.00 43.02 184.22 1,186.36 48.89 600.00 2,017.85 722.01 30,805.30 42,058.40 1,495.00 191.45 28.88 423.75	521767 521789 521789 5218834 5218834 5218862 521920 521920 521940 5221973 5221973 5221978 5221978 5221978 5221978 5221978 5221978	9,980.13*
CRIME LABORATORY				
FED EX FISHER SCIENTIFIC KIRKSEY'S SPRINT PRINTING HENRY SCHEIN, INC.		$20.66 \\ 1,024.59 \\ 24.95 \\ 464.62$	521790 521791 521800 521814	

PGM: GMCOMMV2	DATE 10-08-2024		PAGE: 5
NAME		AMOUNT	CHECK NO.154 TOTAL
NAME THERMAL SCIENTIFIC, INC. TECHSCAN INC FERGUSON ENTERPRISES INC AIRGAS USA, LLC WATERS TECHNOLOGIES CORPORATION AMAZON CAPITAL SERVICES PEIFER SECURITY SOLUTIONS LLC EMILY L ESQUIVEL JAIL - NO. 2		565.00 660.00 567.88 85.91 3,554.24 12.95 480.50 1,000.00	521825 521882 521930 521944 521965 521979 521983 521983 521991 8,461.30*
JAIL - NO. 2			0,401.50
JOHNSTONE SUPPLY BOB BARKER CO., INC. COBURN SUPPLY COMPANY INC ECOLAB JACK BROOKS REGIONAL AIRPORT M&D SUPPLY MAVERICK COMMUNICATIONS, INC. SCOOTER'S LAWNMOWERS WORTH HYDROCHEM OF THE GULF COAST MOTOROLA SOLUTIONS INC WESTERN DETENTION PRODUCTS, INC. ALPHA CARD SYSTEMS WORLD FUEL SERVICES INDUSTRIAL & COMMERCIAL MECHANICAL FERGUSON ENTERPRISES INC ACME SUPPLY CO LTD LASALLE CORRECTIONS VI LLC TRINITY SERVICES GROUP INC BOEING DISTRIBUTION, INC WORKQUEST ODP BUSINESS SOLUTIONS, LLC MORTON MORROW INC		$\begin{array}{c} 739.78\\ 3,428.49\\ 1,658.59\\ 1,658.59\\ 4,3550.00\\ 4,3590.00\\ 4,3540.00\\ 4,53188.90\\ 4,53188.90\\ 4,53188.90\\ 19,53188.10\\ 19,53680.00\\ 25,3680.00\\ 11,45080.00\\ 25,3680.00\\ 369,9211.64\\ 8,9911.64\\ 8,9911.64\\ 8,9911.64\\ 8,9911.64\\ 8,991.00\\ 25,3680.00\\ 25,3800.00\\ 25,3680.00\\ 25,3800.00\\ 25$	521772 521774 521781 521785 521785 521802 521802 521803 521869 521869 521869 521869 5218881 521869 5218881 5218892 521903 521930 521938 521947 521952 521962 521973 521988 176,658.33*
			1,0,000,00
UNITED STATES POSTAL SERVICE SHERONDA LEE CHARITY HIGHTOWER BRENDA WOOD TY-JUNEA JONES ODP BUSINESS SOLUTIONS, LLC LAQUITA TORRES NAKIA FOBBS		15.28 54.94 188.27 134.00 34.17 1,024.98 107.20 337.01	521862 521935 521937 521959 521963 521973 521985 521994 1,895.85*
JUVENILE DETENTION HOME			1,095.05
SANITARY SUPPLY, INC. BEN E KEITH COMPANY A1 FILTER SERVICE COMPANY BIG THICKET PLUMBING INC ODP BUSINESS SOLUTIONS, LLC FLOWERS BAKING COMPANY OF HOUSTON MASSEY SERVICES INC		$\begin{array}{r} 492.53\\ 2,987.54\\ 229.74\\ 713.32\\ 273.46\\ 92.80\\ 78.00\end{array}$	521813 521877 521901 521936 521973 521977 521996
CONSTABLE PCT 1			4,867.39*
UNITED STATES POSTAL SERVICE		48.65	521862 48.65*
CONSTABLE-PCT 2			
GT DISTRIBUTORS, INC. TEXAS ASSOCIATION OF COUNTIES GALLS LLC TND WORKWEAR CO LLC		450.37 230.00 518.18 1,411.70	521792 521824 521920 521929 2,610.25*
CONSTABLE-PCT 6			
TEXAS ASSOCIATION OF COUNTIES UNITED STATES POSTAL SERVICE CONSTABLE PCT. 8		$\begin{array}{c} 230.00\\ 12.74 \end{array}$	521824 521862 242.74*

PGM: GMCOMMV2 NAME	DATE 10-08-2024	AMOUNT	CHECK NO	page: 6 155 <sub>total</sub>
				. IOTAL
ODP BUSINESS SOLUTIONS, LLC		7.09	521973	7.09*
COUNTY MORGUE PROCTOR'S MORTUARY INC		7,500.00	E 0 1 0 0 <i>4</i>	
		7,500.00	521894	7,500.00*
AGRICULTURE EXTENSION SVC		141 70	F01000	
M&D SUPPLY DAVID OATES IMAGE 360 BEAUMONT TYLER FITZGERALD HALLEE M SMITH EPSILON SIGMA PHI AMAZON CAPITAL SERVICES REBECCA CARPENTER		141.7274.37322.0283.5272.3680.00269.0027.47	521802 521923 521939 521945 521964 521966 521979 521982	1 070 46*
HEALTH AND WELFARE NO. 1				1,070.46*
MCKESSON MEDICAL-SURGICAL INC UNITED STATES POSTAL SERVICE PROCTOR'S MORTUARY INC ODP BUSINESS SOLUTIONS, LLC		833.72 57.72 900.00 1,466.00	521839 521862 521895 521973	3,257.44*
HEALTH AND WELFARE NO. 2				5,257.11
GABRIEL FUNERAL HOME, INC. ENTERGY AT&T		900.00 350.00 47.31	521793 521797 521821	
MCKESSON MEDICAL-SURGICAL INC TERRI WATSON CHARTER COMMUNICATIONS		47.31 528.22 68.00 194.84	521839 521884 521970	2,088.37*
NURSE PRACTITIONER				2,000.37
LESLIE RIGGS		107.74	521917	107.74*
ENVIRONMENTAL CONTROL				107.71
AT&T		47.31	521821	47.31*
INDIGENT MEDICAL SERVICES				1,.31
KING'S PHARMACY BEAUMONT CARDINAL HEALTH 110 INC ODP BUSINESS SOLUTIONS, LLC THUY LE		39.98 19,266.10 1,470.42 1,200.00	521902 521909 521973 521999	21,976.50*
MAINTENANCE-BEAUMONT				,
MAINTENANCE-BEAUMONT JOHNSTONE SUPPLY CITY OF BEAUMONT - WATER DEPT. COASTAL WELDING SUPPLY INC COBURN SUPPLY COMPANY INC W.W. GRAINGER, INC. ENTERGY M&D SUPPLY SANITARY SUPPLY, INC. ACE IMAGEWEAR AT&T TRIANGLE ENGINE DIST. FRED MILLER'S OUTDOOR EQUIPMENT LLC CINTAS CORPORATION UNITED REFRIGERATION INC ODP BUSINESS SOLUTIONS, LLC RALPH'S INDUSTRIAL ELECTRONICS SUPP MASSEY SERVICES INC		$\begin{array}{c} 1 \ , 307 \ . 12 \\ \ 196 \ . 51 \\ \ 29 \ . 62 \\ \ 415 \ . 42 \\ \ 339 \ . 01 \\ 1 \ , 387 \ . 34 \\ 1 \ , 089 \ . 38 \\ 1 \ , 132 \ . 65 \\ \ 132 \ . 65 \\ \ 303 \ . 58 \\ \ 492 \ . 73 \\ \ 153 \ . 67 \\ 1 \ , 343 \ . 42 \\ \ 494 \ . 33 \\ \ 310 \ . 39 \\ \ 141 \ . 00 \end{array}$	521772 5217780 5217781 5217894 5217962 5218013 5218013 5218013 5218217 5218217 5218217 5218217 5219246 521973 5219786 5219786	9,030.24*
MAINTENANCE-PORT ARTHUR				2,030.21
AT&T LOWE'S HOME CENTERS, INC. FRED MILLER'S OUTDOOR EQUIPMENT LLC MAINTENANCE-MID COUNTY	!	576.72 762.08 39.95	521821 521870 521918	1,378.75*

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NAME CITY OF NEDERIAND		AMOUN'I' 99.63	CHECK NO <sup>156</sup> TOTAL	1
CITY OF NEDERLAND ENTERGY RITTER @ HOME SANITARY SUPPLY, INC. W. JEFFERSON COUNTY M.W.D. BUBBA'S AIR CONDITIONING		99.63 463.01 97.98 907.07 52.45 980.00	521796 521811 521813 521831 521833 521833 2,600.14*	
SERVICE CENTER			2,000.14	
W. DEFFERSON CONTINITIONING BUBBA'S AIR CONDITIONING SERVICE CENTER CHUCK'S WRECKER SERVICE OCARC INC JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE		$\begin{array}{c} 165.00\\ 60.000\\ 7.50\\ 16.75\\ 16.75\\ 7.50\\ 7.550\\ 7.550\\ 7.550\\ 7.550\\ 7.550\\ 7.550\\ 16.755\\ 16.755\\ 16.755\\ 2,041.33\\ 299.920\\ 148.990\\ 148.995\\ 299.203\\ 148.995\\ 393.28\\ 393.28\end{array}$	521776 521834 521841 521842 521843 521844 521845 521846 521847 521847 521847 521850 521851 521852 521855 521854 521855 521928 521928 521928 521975 3,859.59* 469,423.33**	
MOSQUITO CONTROL FUND CITY OF NEDERLAND			521779	
COASTAL WELDING SUPPLY INC JACK BROOKS REGIONAL AIRPORT PHILPOTT MOTORS, INC. ACE IMAGEWEAR UNITED PARCEL SERVICE O'REILLY AUTO PARTS CY-FAIR TIRE CHARTER COMMUNICATIONS AERO PERFORMANCE ECOLOGY SUPPLIES USA LLC		93.76222.44183.0832.99277.5049.51102.76186.1088.43355.07541.49	521779 521780 521798 521805 521817 521830 521942 521946 521969 521976 521997	-
J.C. FAMILY TREATMENT			2,133.13**	
MARY BEVIL HIR HOUSE		1,578.50 500.00	521953 521995 2,078.50**	;
GRANT A STATE AID			-	
ODP BUSINESS SOLUTIONS, LLC		164.28	521973 164.28**	;
COMMUNITY SUPERVISION FND UNITED STATES POSTAL SERVICE		42.37	501960	
JCCSC		1,138.00	521862 521896 1,180.37**	;
COMMUNITY CORRECTIONS PRG				
M&D SUPPLY		7.21	521802 7.21**	:
LAW OFFICER TRAINING GRT			E 01 0 2 7	
CDW COMPUTER CENTERS, INC. AXON ENTERPRISE INC SCAAP GRANT		375.84 940.50	521837 521931 1,316.34**	•

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NAME		CHECK NO <sup>157</sup> TOTAL
DATAWORKS PLUS, LLC	16,489.0	00 521876 16,489.00**
COUNTY RECORDS MANAGEMENT		
TRIANGLE BLUE PRINT CO., INC.	1,550.0	0 521826 1,550.00**
HOTEL OCCUPANCY TAX FUND		
CITY OF BEAUMONT - WATER DEPT. ELLIS POTTERY M&D SUPPLY PORT ARTHUR NEWS, INC. ALLIANCE MECHANICAL SERVICES JESSIE DAVIS COUNTY HOME AND RANCH LP SAM'S CLUB DIRECT HOOPLA ADVERTISING VICTORIA SCHULTZ MORRELL PORTABLE BUILDINGS LLC GEORGE WEST ODP BUSINESS SOLUTIONS, LLC MUNRO'S UNIFORM SERVICES, LLC AMAZON CAPITAL SERVICES	299. 48. 381. 174.( 405.( 27.2 499.5 56.( 2,000.2 16,952.( 89.5 522.6 553.1 100.3	$\begin{array}{cccccccccccccccccccccccccccccccccccc$
CRIME LAB FUNDING CJD		22,218.97**
FISHER SCIENTIFIC AIRGAS USA, LLC	775.0 253.3	00 521791 34 521944 1,028.34**
GLO DISASTER GRANT HOME		,
GRIFFITH MOSELEY JOHNSON & ASSOCIAT	39,078.9	0 521915 39,078.90**
CAPITAL PROJECTS FUND		
TIM RICHARDSON	9,000.0	00 521911 9,000.00**
AIRPORT FUND		.,
CITY OF NEDERLAND UNITED STATES POSTAL SERVICE LOWE'S HOME CENTERS, INC. SOUTHEAST TEXAS PARTS AND EQUIPMENT GALLS LLC CY-FAIR TIRE MUNRO'S UNIFORM SERVICES, LLC SMITH EQUIPMENT SERVICES LLC	344.3 103.6 35.5 6,206.0 128.9 92.0 6,600.0	$\begin{array}{rrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrr$
SE TX EMP. BENEFIT POOL		13,511.08**
EXPRESS SCRIPTS INC RETIREE FIRST	161,630.9 186,924.4	01 521934 11 521990 348,555.32**
LIABILITY CLAIMS ACCOUNT		
JEFFERSON CTY - WORKERS COMP	4,467.3	38 521987 4,467.38**
WORKER'S COMPENSATION FD		
JEFFERSON CTY - WORKERS COMP	24,441.9	06 521986 24,441.96**
LANGUAGE ACCESS FUND		
RUBEN ZAPATA	400.0	00 521981 400.00**
ARPA CORONAVIRUS RECOVERY		
SILSBEE FORD INC	243,930.2	22 521912 243,930.22**
J C ASSISTANCE DISTRICT 4		
ENTERGY	10.5	56 521796 10.56**
MARINE DIVISION		

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	NAME	10-08-2024	AMOUNT	CHECK NO.158 TOTAL
VECTOR S	SPRING WATER CO. – BT SECURITY DISTRIBUTION, INC		23.40 11,669.37 120.38 51.93 3,052.76	521779 521828 521863 521932 521952 14,917.84**
	K COMMUNICATIONS, INC.		6,329.55 166,100.00	521803 521992 172,429.55**
SHERIFF-	-SPINDLETOP GRANT			172,127.55
VERIZON	WIRELESS		114.41	521859 114.41** 1,678,354.78***



### **CURRENT PLAN AND PROPOSED PLAN(S)**

	Current Plan	Retiree COLA
Basic Plan Options		
Employee Deposit Rate Employer Matching Application of Matching Prior Service Credit	7.00% 200% Past & Future 135%	7.00% 200% Past & Future 135%
Retirement Eligibility		
Age 60 (Vesting) Rule Of At Any Age Optional Benefits	8 yrs of service 75 yrs total age + service 30 yrs of service	8 yrs of service 75 yrs total age + service 30 yrs of service
Partial Lump-Sum Payment at Retirement Group Term Life COLA	No NONE N/A	No NONE 2% FLAT
Retirement Plan Funding		2/01 EAT
Normal Cost Rate UAAL/(OAAL) Rate Required Rate Elected Rate Additional Employer Contribution	8.08% 11.19% 19.27% 0.00% \$0.00	8.08% 12.27% 20.35% 0.00% \$0.00
Total Contribution Rate		
Retirement Plan Rate Group Term Life Rate Total Contribution Rate	19.27% 0.00% 19.27%	20.35% 0.00% 20.35%
Valuation Results		
Actuarial Accrued Liability Actuarial Value of Assets	\$639,090,778 \$553,701,676	\$646,320,925 \$553,701,676
Unfunded/(Overfunded) Actuarial Liability	\$85,389,102	\$92,619,249
Funded Ratio	86.6%	85.7%



## PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
S COUNTY OF JEFFERSON	ş	OF JEFFERSON COUNTY, TEXAS
BE IT REMEMBERED at a meeting of Commissi	oners' Court	of Jefferson County, Texas, held

on the <u>8</u> day of <u>October</u>, 2024, on motion made by<u>Everette'Bo'Alfred</u>,

Commissioner of Precinct No. 4, and seconded by Cary Erickerson, Commissioner of

Precinct No. \_\_\_\_, the following Proclamation was adopted:

### **2024 NATIONAL 4-H WEEK**

WHEREAS, the Jefferson County Commissioner's Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 114 years of providing experience-based education to youngsters throughout the Lone Star State; and

WHEREAS, this admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, its more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, the program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 22,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it,

**THEREFORE, BE IT RESOLVED**, that the Jefferson County Commissioner's Court does hereby designate October 6-12, 2024 as National 4-H Week in Jefferson County and we commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

SIGNED this \_ day of October 2024. JUDGE JE FF R. BRANICK unty Judge COMMISSIONER EDDIE ARNO **COMMISSIONER MICHAEL** S. SINEGAL Precinct No. 1 Precinct No. 3

COMMISSIONER CARY ERICKSON Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED Precinct No. 4

#### **Direct Cost Reimbursement Agreement**

This Agreement (the "Agreement") is made effective as of 27 September 2024 (the "Effective Date") between:

(1) **PALNG OPERATOR COMPANY, LLC**, a limited liability company formed under the laws of Delaware ("**PALNG**"); and

#### (2) Jefferson County of the State of Texas ("Emergency Responder");

each sometimes referred to individually herein as a "Party" and collectively as the "Parties

#### **INTRODUCTION**

- (A) PALNG and its affiliates are developing a liquefied natural gas facility in Port Arthur, Texas (the "LNG Terminal") which is regulated in part by the Federal Energy Regulatory Commission ("FERC").
- (B) Under Section 3A(e) of the Natural Gas Act, 15 U.S.C. § 717b-1(e), PALNG has developed an emergency response plan in consultation with the United States Coast Guard and state and local agencies. The emergency response plan as so developed and approved (the "Emergency Response Plan") is attached hereto as Exhibit A.
- (C) The Emergency Response Plan includes a cost-sharing plan for direct cost reimbursements to state and local agencies with an interest in the security and safety at the LNG Terminal and surrounding areas and in proximity to vessels that serve the facility (together, the "**Port Arthur Site**").
- (D) Under the Emergency Response Plan, the Emergency Responder has been identified as a provider of emergency response services in relation to emergency incidents occurring at the Port Arthur Site.
- (E) This Agreement is to formalize PALNG's agreement to reimburse direct costs incurred by the Emergency Responder in connection with its response to emergency incidents at the Port Arthur Site.

#### AGREEMENT

- 1. In the event that the Emergency Responder provides emergency response services at the Port Arthur Site in accordance with the Emergency Response Plan, PALNG will reimburse the Emergency Responder, as agreed by PALNG Leadership and the Emergency Responder, for the actual documented costs of personnel, equipment, facilities, and related resources used by the Emergency Responder which are in excess of the costs typically incurred by the Emergency Responder's during the first Operational Period of the response at existing FEMA rates, unless mutually accepted costs associated with these resources have been pre-identified in writing.
- 2. PALNG further agrees to compensate the Emergency Responder for any training or other education that PALNG may request the Emergency Responder's personnel to receive for the proper and adequate response to an emergency situation at the Port Arthur Site.
- 3. All reimbursement will be based upon proper documentation, including invoices, accountings, inventories, receipts, and other evidence of costs incurred by the Emergency Responder.
- 4. The Emergency Responder may waive all or any part of the payment for costs at its sole discretion depending on the size of the mutual aid package and the length of the deployment.

- 5. This Agreement shall continue in full force and effect until the date that falls 30 days after either Party provides written notice of termination to the other Party. The expiration or termination of this Agreement will not release either Party from any obligation or liability to the other Party that has already accrued hereunder or otherwise survives the expiration or termination of this Agreement.
- 6. This Agreement and the terms set forth herein are confidential and the Parties agree not to disclose such terms other than as otherwise set forth in this Agreement and as required by applicable law or any securities exchange; provided that each Party may disclose the terms hereof to each of their and their respective affiliates' members, partners (and potential partners), equity holders, officers, employees, agents, lenders (and potential lenders), suppliers, service providers and other advisors that have a bona fide need to know such information and that have agreed to use this information only for the purposes intended herein and to agree to keep such information confidential and to potential assignees of all or part of a Party's rights and obligations hereunder and that have agreed to use this information only for the purposes of evaluating such assignment and to agree to keep such information confidential. The provisions of this Section 6 shall survive termination of this Agreement until the date that is two years after such termination.
- 7. Neither Party may assign any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that PALNG may, with at least 15 days' advance written notice to the Emergency Responder, assign this Agreement to any of its affiliates without the Emergency Responder's prior written consent.
- 8. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any conflict of law principles that would result in the application of the laws of another jurisdiction. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the Houston, Texas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- 9. This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and is not to be deemed to confer upon or give to any person any remedy, claim, liability, reimbursement, cause of action, or other right.
- 10. This Agreement constitutes the entire agreement between the Parties relating to the subject matter and supersedes all other all prior correspondence, memoranda, agreements, representations, or understandings, written or oral, between the Parties relating to the subject matter. No change, modification, or addition to or waiver of any provision of this Agreement will be binding unless made in writing and signed by duly authorized representatives of both Parties.
- 11. Anything that is not contained or expressly incorporated by reference in this Agreement, is not part of this Agreement.
- 12. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the other Party at its address set out below its signature (or to such other address that the receiving Party may designate from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party and (b) if the Party giving the Notice has complied with the requirements of this Section.



13. This Agreement may be executed in any number of counterparts (including electronically) and each such counterpart shall be deemed an original for all purposes; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

#### PALNG OPERATOR COMPANY, LLC

#### JEFFERSON COUNTY

Signature \_\_\_\_\_ Name: Chris Fortenberry Title: Vice President of Operations Port Arthur LNG, LLC Signature Name: Hon. Jeff Branick Title: County Judge, Jefferson County

Address for Notices:

PALNG Operator Company, LLC 1500 Post Oak Boulevard, Suite 1000 Houston, TX 77056 Attention: HSE Manager, Port Arthur LNG E-mail: croy@sempraglobal.com

With a copy to:

Sempra Infrastructure Partners, LP 1500 Post Oak Boulevard, Suite 1000 Houston, TX 77056 Attn: Chief Legal Officer Email: <u>SIgeneralcounsel@SempraGlobal.com</u> Address for Notices:

Name: JEFF R. BRANICK Address: 1149 PEARL, 4th Fecore BEAUMONT, 7x 17701

Attention: E-mail: jeff. branick@jeffcots.us

ATTEST DATE 10 -8



THURMAN BILL BARTIE, MAYOR DONEANE BECKCOM, MAYOR PRO TEM

COUNCIL MEMBERS: WILLIE BAE LEWIS, JR. TIFFANY L. HAMILTON EVERFIELD HAROLD L. DOUCET, SR. THOMAS KINLAW, III DONALD FRANK, SR.

September 25, 2024

Jefferson County et al. 1149 Pearl Street Beaumont, Texas 77701



RONALD BURTON, CPM CITY MANAGER

SHERRI BELLARD, TRMC CITY SECRETARY

ROXANN PAIS COTRONEO CITY ATTORNEY

Certified: 9589 0710 5270 0492 0046 51 Copy sent via regular mail

#### 526 E. 19<sup>TH</sup> STREET (RESIDENCE/GARAGE/STORAGE) W 1/2 OF LOT 2 & ALL OF LOT 3 BLOCK 449 CITY OF PORT ARTHUR ADDITION

An inspection was made on 02/12/2024 on the property located at 526 E. 19<sup>th</sup> Street, Port Arthur, Texas. The inspection disclosed that, the building or structure located at the above listed address, is unsafe and represents a threat to public health, safety and welfare. The City of Port Arthur's Housing Code of Ordinance Article VIII requires owners to repair, rehabilitate or demolish any structures which are (1) structurally unsound, unfit for human habitation, and/or substandard; (2) a hazard to public health, safety, and welfare by reason of access constituting a fire hazard or other danger to human life, inadequate maintenance, or abandonment.

The Demolition Division staff will discuss this letter and remedies with you at your request. Staff may be reached at (409) 983-8209. If this office receives no response from you, and if such elimination of defects through reconstruction, board-up or demolition has not begun within fifteen (15) days from the receipt of this letter, this division is required to institute proceedings as set forth in this code, which may involve the letting of contractor for demolition or cleanup of the property and/or filing of charges in Municipal Court for violation of this Code of Ordinance Article VIII Section 18-381, Section 18-382.

If you do not wish to discuss this matter with this office, you may appear before the Construction Board of Adjustments and Appeals and show cause why this request by the official should not be complied with. You have the right to appeal the decision of the Building Official to the Construction Board of Adjustments and Appeals. Your notice of appeal shall be in writing and filed within (15) days after the receipt of this letter at the office of the Demolition Division.

Sincerely,

our Mecken

Ronnie Mickens Demolition Inspector

Sharon aslanggen

Sharon Flanagan Demolition Supervisor

101-Letter

VH

THURMAN BILL BARTIE, MAYOR DONEANE BECKCOM, MAYOR PRO TEM

COUNCIL MEMBERS: WILLIE BAE LEWIS, JR. TIFFANY L. HAMILTON EVERFIELD HAROLD L. DOUCET, SR. THOMAS KINLAW, III DONALD FRANK, SR.



RONALD BURTON, CPM CITY MANAGER

SHERRI BELLARD, TRMC CITY SECRETARY

ROXANN PAIS COTRONEO CITY ATTORNEY

September 25, 2024

Jefferson County et al. 1149 Pearl Street Beaumont, Texas 77701

# RE: 526 E. 19<sup>TH</sup> STREET (RESIDENCE/GARAGE/STORAGE); W ½ OF LOT 2 & ALL OF LOT 3 BLOCK 449, CITY OF PORT ARTHUR ADDITION

Dear Jefferson County et al.,

The City of Port Arthur initially red-tagged the **Residence/Garage/Storage** at this location on February 12, 2024; and notified the owner of the unsafe and substandard condition of the building. The **Residence/Garage/Storage** is in serious disrepair. It is a safety hazard and an eyesore.

As the 101 letter states, you can demolish it yourself, or you can sign and return the enclosed waiver, thereby giving the City of Port Arthur permission to demolish it. If you choose the second option, we will need a copy of your deed, and the waiver must be signed in the presence of a notary. We will notify you of the cost of demolition when we obtain bids for the work.

Please contact our office immediately to address this issue. You may call me at 409-983-8209 if you have questions or need further information.

Sincerely,

Sharma Stanger

Sharon Flanagan Demolition Supervisor

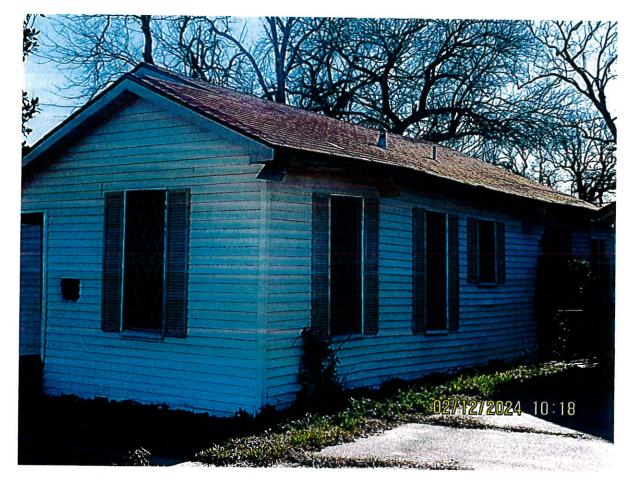
#### Attachments: Waiver

C: Ronnie Mickens, Demolition Inspector Earl Brown, Sr., Demolition Inspector

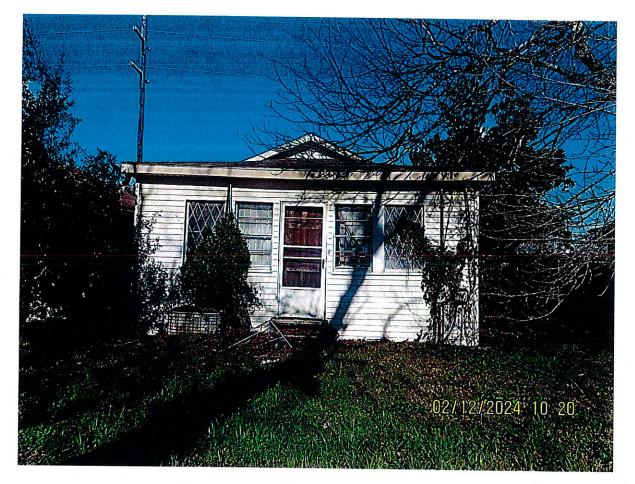
444 4th Street, 77640/P. O. Box 1089, Port Arthur, Texas, 77641-1089/www.portarthur.net

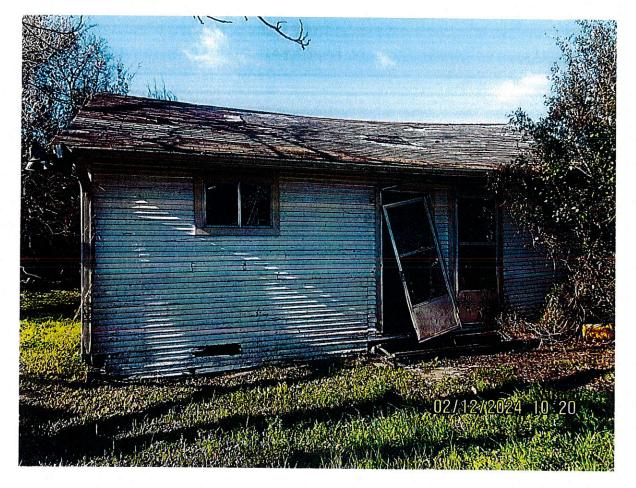
	7
DEMOLITION WAIVER	
City of Port Arthur Community Development Department—Demolition Division 300 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089 (409) 983-8209/(409) 983-8250	
, Jefferson County, et al., am the owner of a	
t <u>526 E. 19<sup>th</sup> Street</u> , legally described as <u>W 1/2 of Lot 2 &amp; all of Lot 3 Block 449</u> , <u>City of Port Arthur Addition</u> (Street Address) (Legal Description)	
hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the	e
bove described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The	
ity of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage	
thers and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above	
escribed property for all costs incurred by the City of Part Arthur in connection with such demolition provided	
hat such costs do not exceed the actual amount.	bi
MY NE EL SAL	T
ignature(s):	+
Tailing Address: 1149 Pear 1, Beaumon and Ton Ton	
elephone Number(s): 409-835-8466	
UBSCRIBED AND SWORN BEFORE ME THIS DAY OF October, 20 24	
Melejsa Whiddon	
NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS	
Y COMMISSION EXPIRES: 5-25-26	
MELISSA WHIDDON Notary Public State of Texas	
Comm. Expires 05-25-2026 Notary ID# 1181375-4	1

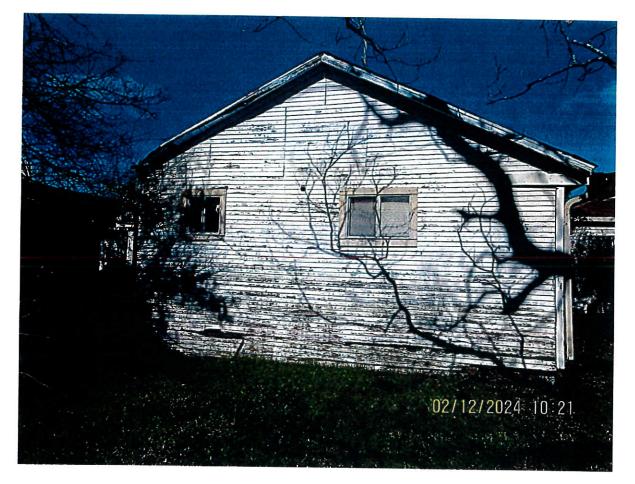


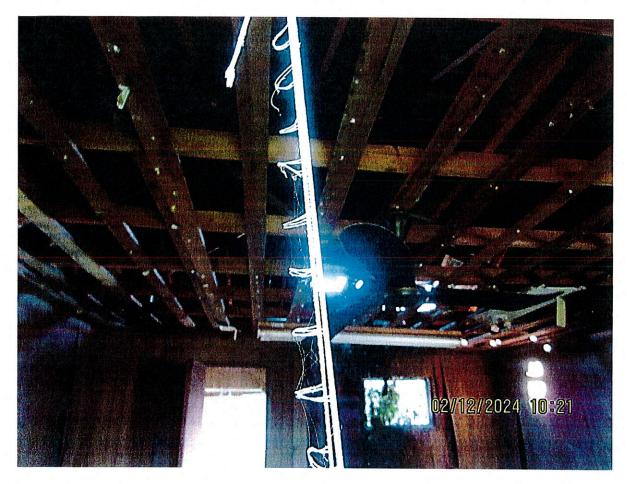


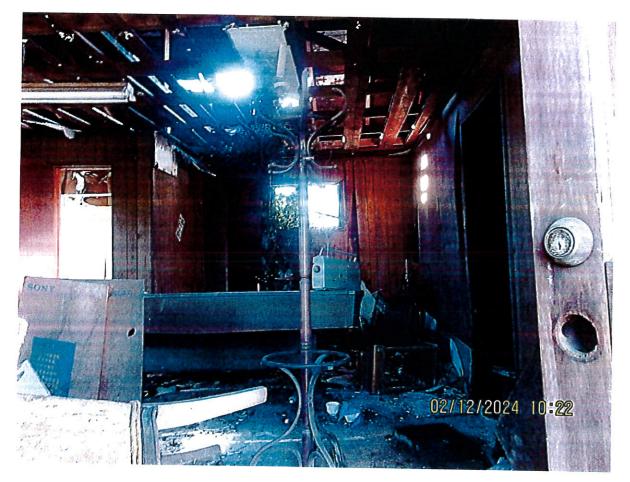


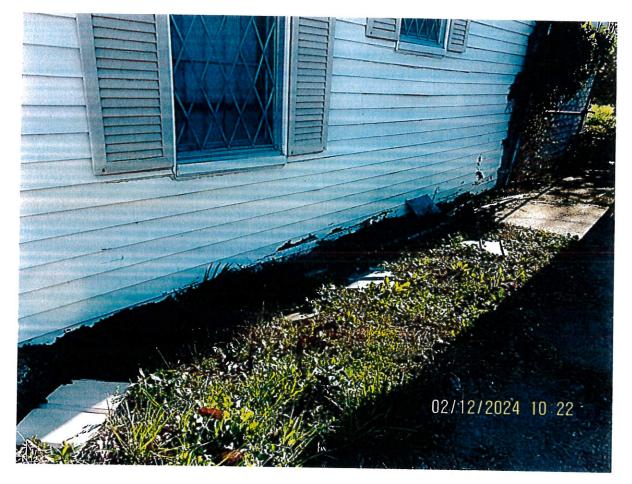


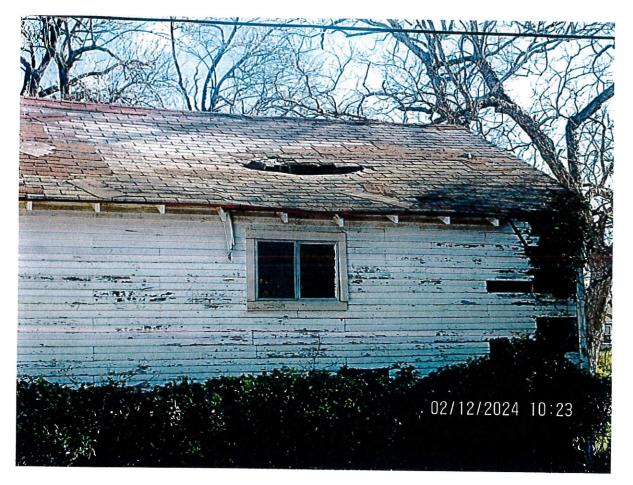


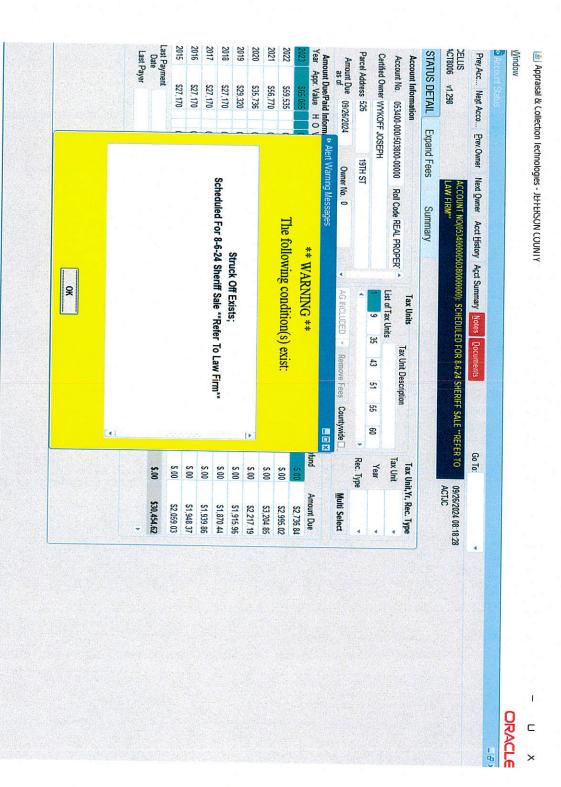












Record: 1/1

177

THURMAN "BILL" BARTIE, MAYOR DONEANE BECKCOM, MAYOR PRO TEM

COUNCIL MEMBERS; WILLIE BAE LEWIS JR. TIFFANY L. HAMILTON EVERFIELD HAROLD DOUCET, SR. THOMAS KINLAW, III DONALD FRANK, SR.

September 24, 2024

Jefferson County et al. 1149 Pearl Street Beaumont, Texas 77701



RONALD BURTON

SHERRI BELLARD CITY SECRETARY

ROXANN PAIS COTRONEO CITY ATTORNEY

Certified: 9589 0710 5270 0492 0046 68 Copy Sent Via Regular Mail

#### 830 SABINE AVENUE (RESIDENCE/ATTACHED GARAGE) LOT 4 BLOCK 4 JEFFERSON HOMESITES ADDITION

Dear Jefferson County et al.,

An inspection was made on 06/01/2021 on the property located at 830 Sabine Avenue, Port Arthur, Texas. The inspection disclosed that the building or structure located at the above listed address is unsafe and represents a threat to public health, safety and welfare. The City of Port Arthur's Housing Code of Ordinance Article VIII requires owners to repair, rehabilitate or demolish any structures which are (1) structurally unsound, unfit for human habitation, and/or substandard; (2) a hazard to public health, safety, and welfare by reason of access constituting a fire hazard or other danger to human life, inadequate maintenance, or abandonment.

The Demolition Division staff will discuss this letter and remedies with you at your request. Staff may be reached at (409) 983-8209. If this office receives no response from you, and if such elimination of defects through reconstruction, board-up or demolition has not begun within fifteen (15) days from the receipt of this letter, this division is required to institute proceedings as set forth in this code, which may involve the letting of contractor for demolition or cleanup of the property and/or filing of charges in Municipal Court for violation of this Code of Ordinance Article VIII Section 18-381, Section 18-382.

If you do not wish to discuss this matter with this office, you may appear before the Construction Board of Adjustments and Appeals and show cause why this request by the official should not be complied with. You have the right to appeal the decision of the Building Official to the Construction Board of Adjustments and Appeals. Your notice of appeal shall be in writing and filed within (15) days after the receipt of this letter at the office of the Demolition Division.

Sincerely, Banni Meiken

> Ronnie Mickens Demolition Inspector

Sharon allangan

Sharon Flanagan Demolition Inspector

SW

101-Letter

THURMAN BILL BARTIE, MAYOR DONEANE BECKCOM, MAYOR PRO TEM

COUNCIL MEMBERS: WILLIE BAE LEWIS, JR. TIFFANY L. HAMILTON EVERFIELD HAROLD L. DOUCET, SR. THOMAS KINLAW, III DONALD FRANK, SR.



RONALD BURTON, CPM CITY MANAGER

SHERRI BELLARD, TRMC CITY SECRETARY

ROXANN PAIS COTRONEO CITY ATTORNEY

September 25, 2024

Jefferson County et al. 1149 Pearl Street Beaumont, Texas 77701

# RE: 830 SABINE AVENUE (RESIDENCE/ATTACHED GARAGE); LOT 4 BLOCK 4, JEFFERSON HOMESITES ADDITION

Dear Jefferson County et al.,

The City of Port Arthur initially red-tagged the **Residence/Attached Garage** at this location on June 1, 2021; and notified the owner of the unsafe and substandard condition of the building. The **Residence/Attached Garage** is in serious disrepair. It is a safety hazard and an eyesore.

As the 101 letter states, you can demolish it yourself, or you can sign and return the enclosed waiver, thereby giving the City of Port Arthur permission to demolish it. If you choose the second option, we will need a copy of your deed, and the waiver must be signed in the presence of a notary. We will notify you of the cost of demolition when we obtain bids for the work.

Please contact our office immediately to address this issue. You may call me at 409-983-8209 if you have questions or need further information.

Sincerely,

Sharon allanger

Sharon Flanagan Demolition Supervisor

#### Attachments: Waiver

C: Ronnie Mickens, Demolition Inspector Earl Brown, Sr., Demolition Inspector

444 4th Street, 77640/P. O. Box 1089, Port Arthur, Texas, 77641-1089/www.portarthur.net

DEMOLITION WAIVER
City of Port Arthur Community Development Department—Demolition Division 300 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089 (409) 983-8209/(409) 983-8250
I, Jefferson County, et al., am the owner of a <u>Residence/Attached Garage</u> (Owner's Name) (Description of Building(s)
at <u>830 Sabine Avenue</u> , legally described as <u>Lot 4 Block 4</u> , Jefferson Homesites Addition (Street Address) (Legal Description)
I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided hat such costs do not exceed the actual amount.
elephone Number(s): 409-835-8466
UBSCRIBED AND SWORN BEFORE ME THIS <u>B</u> DAY OF October, 20 29 Melissa Whiddon NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY. TEXAS
TY COMMISSION EXPIRES: 5-25-26
Commerce State of Take Commerce State of Take Notary IU# 1181375-4

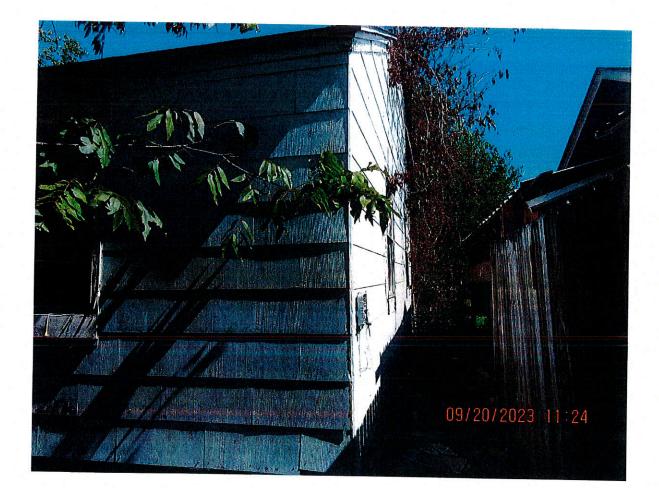
# 830 SABINE AVENUE RESIDENCE/ATTACHED GARAGE (TRANSITE)

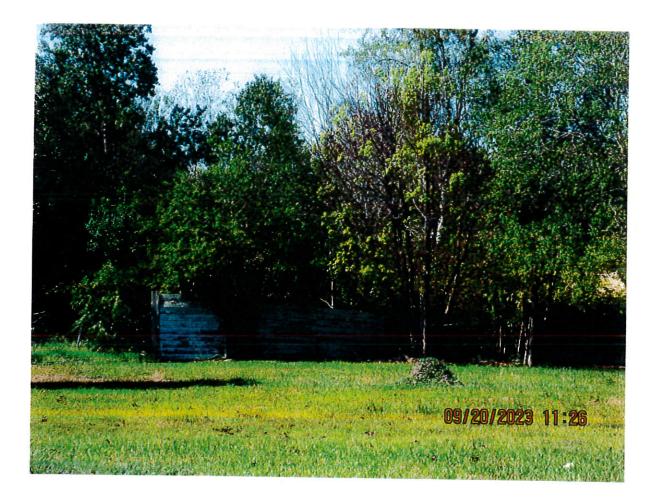


Remove all concrete from property.

Remove driveway, rear fence, remove all the trees, and high brush from the property. clear the property of all trash and debris. Cut the grass and underbrush. (RKM)







Account Status			
Prev.Acc Next Acco	Prev.Owner Next Owner Acct History Acct Summary Notes Documents	Go To:	
XCT8006 v1.298	ED FOR 8-6-24 SHERIFF SALE "REFE	•	09/26/2024 08:48:01
STATUS DETAIL	Expand Fees Summary		
Account Information Account No. 032200-000/006200-00000	R	Tax Unit	Tax Unit,Yr, Rec. Type
Certified Owner SANMIG	RACIELA List of Tax Units	Year	4
Parcel Address 830	SABINE AVE	Rec Type	4
Amount Due 09/26/2024 as of	24 Owner No. 0  AG INCLUDED  Remove Fees Countywide	addin and	Multi Select
Amount Due/Paid Information Year Appr. Value H O V D	Base Levy Paid Levy Write-Off Remaining Levy		Amount Dute
2023 \$33,606	5 S 00 S 00 S981.65 S431.94	5 00	S1 413 59
2022 \$27,942		S 00	S1 405 66
2021 \$44,531		5 00	\$2 513 93
2020 \$23,057	0 ** WARNING **	S 00	21 242 3A
2019 \$18,480	<sup>0</sup> The following condition(s) exist:	S.00	S1 207 60
2018 \$18,480		S.00	\$702.02
2017 \$18,480		\$.00	\$1,319.43
	Struck Off Exists:	S.00	\$1,152.33
2015 \$18,480	Scheduled For 8-6-24 Sheriff Sale **Refer To Law Firm**	S.00	\$852.90
Date		\$.00	\$22,020.71
	OK		

THURMAN BILL BARTIE, MAYOR DONEANE BECKCOM, MAYOR PRO TEM

COUNCIL MEMBERS: WILLIE BAE LEWIS, JR. TIFFANY L. HAMILTON EVERFIELD HAROLD L. DOUCET, SR. THOMAS KINLAW, III DONALD FRANK, SR.



RONALD BURTON, CPM CITY MANAGER

SHERRI BELLARD, TRMC CITY SECRETARY

ROXANN PAIS COTRONEO CITY ATTORNEY

September 25, 2024

Jefferson County et al. 1149 Pearl Street Beaumont, Texas 77701

#### Certified: 9589 0710 5270 0492 0049 89 Copy sent via regular

#### 900 SAN JACINTO AVENUE (RESIDENCE/GARAGE) LOT 19 BLOCK 1 LAWNDALE ADDITION

An inspection was made on 08/05/2020 on the property located 900 San Jacinto Avenue, Port Arthur, Texas. The inspection disclosed that the building or structure located at the above listed address is unsafe and represents a threat to public health, safety and welfare. The City of Port Arthur's Housing Code of Ordinance Article VIII requires owners to repair, rehabilitate or demolish any structures which are (1) structurally unsound, unfit for human habitation, and/or substandard; (2) a hazard to public health, safety, and welfare by reason of access constituting a fire hazard or other danger to human life, inadequate maintenance, or abandonment.

The Demolition Division staff will discuss this letter and remedies with you at your request. Staff may be reached at (409) 983-8209. If this office receives no response from you, and if such elimination of defects through reconstruction, board-up or demolition has not begun within fifteen (15) days from the receipt of this letter, this division is required to institute proceedings as set forth in this code, which may involve the letting of contractor for demolition or cleanup of the property and/or filing of charges in Municipal Court for violation of this Code of Ordinance Article VIII Section 18-381, Section 18-382.

If you do not wish to discuss this matter with this office, you may appear before the Construction Board of Adjustments and Appeals and show cause why this request by the official should not be complied with. You have the right to appeal the decision of the Building Official to the Construction Board of Adjustments and Appeals. Your notice of appeal shall be in writing and filed within (15) days after the receipt of this letter at the office of the Demolition Division.

Sincerely,

ann Mecken

Ronnie Mickens Demolition Inspector

Sharmastanggen

Sharon Flanagan Demolition Supervisor

SW

101-Letter

COUNCIL MEMBERS: WILLIE BAE LEWIS, JR. TIFFANY L. HAMILTON EVERFIELD HAROLD L. DOUCET, SR. THOMAS KINLAW, III DONALD FRANK, SR.



RONALD BURTON, CPM CITY MANAGER

SHERRI BELLARD, TRMC CITY SECRETARY

ROXANN PAIS COTRONEO CITY ATTORNEY

September 25, 2024

Jefferson County et al. 1149 Pearl Street Beaumont, Texas 77701

### RE: 900 SAN JACINTO AVENUE (RESIDENCE/GARAGE); LOT 19 BLOCK 1, LAWNDALE ADDITION

Dear Jefferson County et al.,

The City of Port Arthur initially red-tagged the **Residence/Garage** at this location on August 5, 2020; and notified the owner of the unsafe and substandard condition of the building. The **Residence/Garage** is in serious disrepair. It is a safety hazard and an eyesore.

As the 101 letter states, you can demolish it yourself, or you can sign and return the enclosed waiver, thereby giving the City of Port Arthur permission to demolish it. If you choose the second option, we will need a copy of your deed, and the waiver must be signed in the presence of a notary. We will notify you of the cost of demolition when we obtain bids for the work.

Please contact our office immediately to address this issue. You may call me at 409-983-8209 if you have questions or need further information.

Sincerely,

Sharon a Stangan

Sharon Flanagan Demolition Supervisor

#### Attachments: Waiver

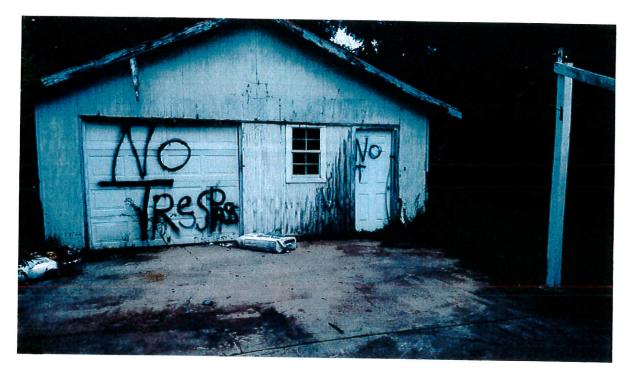
C: Ronnie Mickens, Demolition Inspector Earl Brown, Sr., Demolition Inspector

DEMO	LITION WAIVER
Community Developmen 300 E. 4th Street, Suite 700/P.	y of Port Arthur nt Department—Demolition Division O. Box 1089, Port Arthur, TX 77641-1089 209/(409) 983-8250
, <u>Jefferson County, et al.</u> , am the owner of a (Owner's Name)	Residence/Garage (Description of Building(s)
ut <u>900 San Jacinto Avenue</u> , legally described as <u>Lo</u> (Street Address)	t 19 Block 1, Lawndale Addition (Legal Description)
bove described building(s) and to clear the above Sity of Port Arthur may use its own personal equips thers and the equipment of others, for such purpose	of a public hearing, to the City of Port Arthur to demolish the described property of all weeds, rubbish, trash and debris. The ment to do such work, or the City may hire or otherwise engage e. I also hereby consent to the filing of a hien against the above to of Port Arthur in connection with such demolition provided of Port Arthur in connection with such demolition provided DATE $10 - 8 - 24$
Helina	B DAY OF October, 20 254 AND FOR JEFFERSON COUNTY, TEXAS
Y COMMISSION EXPIRES: 5-	MELISSA WHIDDON Notary Public, State of Texas Comm. Expires 05-25-2026











	es Documents	Go To:		
VI 298 ACCOUNT NO(03640000000190000000): SCHEDULED FOR 8.6.24 SHERIFF SALE "REFER TO LAW FIRM"	JLED FOR 8-6-24 SHERIFF S	ALE "REFER TO	09/26/2 ACTJC	09/26/2024 08:51:04 ACTJC
STATUS DETAIL Expand Fees Summary				
Account Information Tax Units		1,	~ Init Yr	Dan Tuna
0-000/001900-00000 Roll Code REAL PROPER. *	Tax Unit Description	Tax Unit	Unit	ax Unit
LIA List of 1	5			
Parcel Address 900 SAN JACINTO AVE	35 43 51 55	60 10	Tear	-
		• Rec	Rec. Type	•
as of O9/26/2024 Owner No. 0	D * Remove Fees Countywide	untywide 🗆 .	B	Multi Select
	)			
S29 637 ♦ Alert Warning Messages	Remaining Levy Fee	Refund		Amount Due
			5.00	\$1,246.65
\$23 GAT ** WARNING **	*	S	S.00	\$1,346.71
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		s	\$.00	S979.11
525,04U		s	S.00	S1,675.49
		⊁ S	\$.00	S1,765.13
		S	S.00	\$1,830.63
Scheduled For 8-6-24 Sherift Sale **Refer To Law Firm**	fer To Law Firm**	S	S.00	S1,838.63
		S	5.00	\$1,943.09
Last Paver		5	\$.00	\$26,704.14
		•		
NO.				

THURMAN BILL BARTIE, MAYOR DONEANE BECKCOM, MAYOR PRO TEM

COUNCIL MEMBERS: WILLIE BAE LEWIS, JR. TIFFANY L. HAMILTON EVERFIELD HAROLD L. DOUCET, SR. THOMAS KINLAW, III DONALD FRANK, SR.

September 24, 2024

Jefferson County et al. 1149 Pearl Street Beaumont, Texas 77701



RONALD BURTON, CPM CITY MANAGER

SHERRI BELLARD, TRMC CITY SECRETARY

ROXANN PAIS COTRONEO CITY ATTORNEY

Certified: 9589 0710 5270 0492 0046 75 Copy sent via regular mail

#### 3737 26<sup>TH</sup> STREET (RESIDENCE/GARAGE) LOT 21 & LOT 22 BLOCK 19 GRIFFING ADDITION

Dear Jefferson County et al.,

An inspection was made on 10/02/2023 on the property located 3737 26<sup>th</sup> Street, Port Arthur, Texas. The inspection disclosed that the building or structure located at the above listed address is unsafe and represents a threat to public health, safety and welfare. The City of Port Arthur's Housing Code of Ordinance Article VIII requires owners to repair, rehabilitate or demolish any structures which are (1) structurally unsound, unfit for human habitation, and/or substandard; (2) a hazard to public health, safety, and welfare by reason of access constituting a fire hazard or other danger to human life, inadequate maintenance, or abandonment.

The Demolition Division staff will discuss this letter and remedies with you at your request. Staff may be reached at (409) 983-8209. If this office receives no response from you, and if such elimination of defects through reconstruction, board-up or demolition has not begun within fifteen (15) days from the receipt of this letter, this division is required to institute proceedings as set forth in this code, which may involve the letting of contractor for demolition or cleanup of the property and/or filing of charges in Municipal Court for violation of this Code of Ordinance Article VIII Section 18-381, Section 18-382.

If you do not wish to discuss this matter with this office, you may appear before the Construction Board of Adjustments and Appeals and show cause why this request by the official should not be complied with. You have the right to appeal the decision of the Building Official to the Construction Board of Adjustments and Appeals. Your notice of appeal shall be in writing and filed within (15) days after the receipt of this letter at the office of the Demolition Division.

Sincerely,

onin Meiken

Ronnie Mickens Demolition Inspector

Sharon allanger.

Sharon Flanagan Demolition Supervisor

101-Letter

SW

THURMAN BILL BARTIE, MAYOR DONEANE BECKCOM, MAYOR PRO TEM

COUNCIL MEMBERS: WILLIE BAE LEWIS, JR. TIFFANY L. HAMILTON EVERFIELD HAROLD L. DOUCET, SR. THOMAS KINLAW, III DONALD FRANK, SR.



RONALD BURTON, CPM CITY MANAGER

SHERRI BELLARD, TRMC CITY SECRETARY

ROXANN PAIS COTRONEO CITY ATTORNEY

September 25, 2024

Jefferson County et al. 1149 Pearl Street Beaumont, Texas 77701

## RE: 3737 26<sup>TH</sup> STREET (RESIDENCE/GARAGE); LOT 21 & LOT 22 BLOCK 19, GRIFFING ADDITION

Dear Jefferson County et al.,

The City of Port Arthur initially red-tagged the **Residence/Garage** at this location on October 2, 2023; and notified the owner of the unsafe and substandard condition of the building. The **Residence/Garage** is in serious disrepair. It is a safety hazard and an eyesore.

As the 101 letter states, you can demolish it yourself, or you can sign and return the enclosed waiver, thereby giving the City of Port Arthur permission to demolish it. If you choose the second option, we will need a copy of your deed, and the waiver must be signed in the presence of a notary. We will notify you of the cost of demolition when we obtain bids for the work.

Please contact our office immediately to address this issue. You may call me at 409-983-8209 if you have questions or need further information.

Sincerely,

Sharon a Slangger

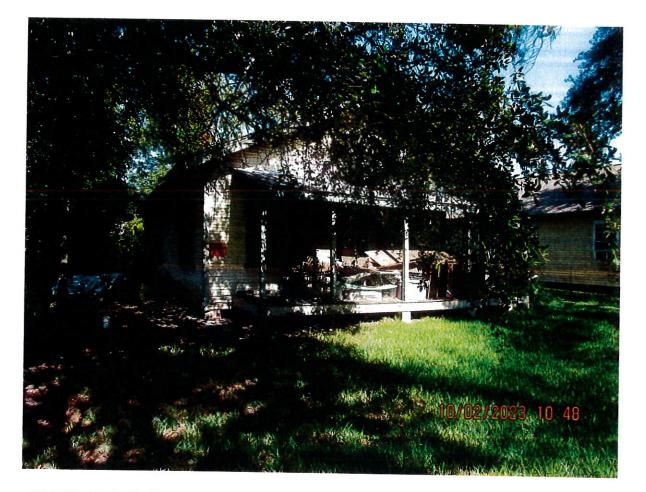
Sharon Flanagan<sup>()</sup> Demolition Supervisor

#### Attachments: Waiver

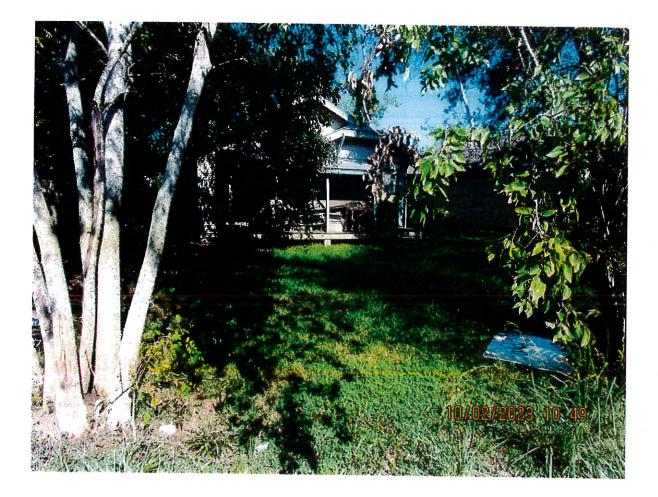
C: Ronnie Mickens, Demolition Inspector Earl Brown, Sr., Demolition Inspector

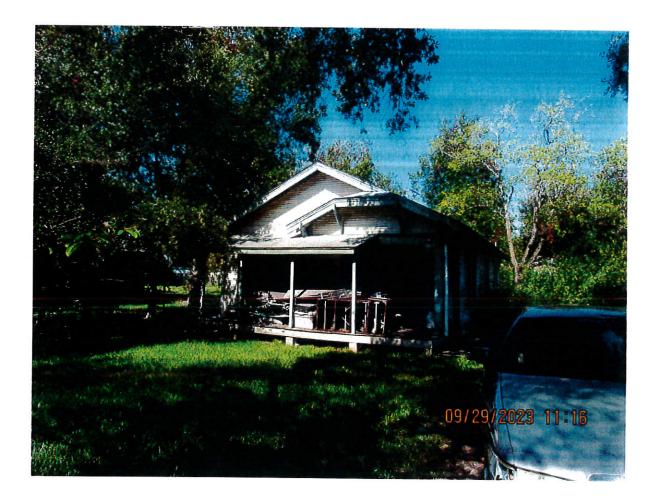
DEMOLITION WAIVER         City of Port Arthur         City of Port Arthur         Community Development Department—Demolition Division         300 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089         (409) 983-8209/(409) 983-8250         I, Jefferson County, et al., am the owner of a        Residence/Garage         (Owner's Name)       (Description of Building(s)         at 3737 26th Street, legally described as Lot 21 & Lot 22 Block 19, Griffing Addition         (Legal Description)         I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. Laisofferent with the films of a line against the above		
Community Development Department—Demolition Division 300 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089 (409) 983-8209/(409) 983-8250 I, Jefferson County, et al., am the owner of a <u>Residence/Garage</u> (Owner's Name) (Description of Building(s) at <u>3737 26<sup>th</sup> Street</u> , legally described as Lot 21 & Lot 22 Block 19, Griffing Addition (Street Address) (Legal Description) I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage	DEMOLITION WAIVER	
(Owner's Name)       (Description of Building(s)         at 3737 26 <sup>th</sup> Street, legally described as Lot 21 & Lot 22 Block 19, Griffing Addition (Street Address)       (Legal Description)         I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage	Community Development Department—Demolition Division 300 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089	
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above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage	<u>3737 26<sup>th</sup> Street</u> , legally described as Lot 21 & Lot 22 Block 19, Griffing Addition         (Street Address)	
described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount. Signature(s): DATE <u>10-8-24</u>	ove described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The ty of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage ters and the equipment of others, for such purpose. I also thereby consent to the filing of a lien against the above scribed property for all costs incurred by the City of Port Arthur in connection with such demolition provided at such costs do not exceed the actual amount.	esi
Mailing Address:	BSCRIBED AND SWORN BEFORE ME THIS <u>8</u> DAY OF October, 20 21 Multiple Whiddoe NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY. TEXAS COMMISSION EXPIRES: <u>5-25-26</u> MELISSA WHIDDON	

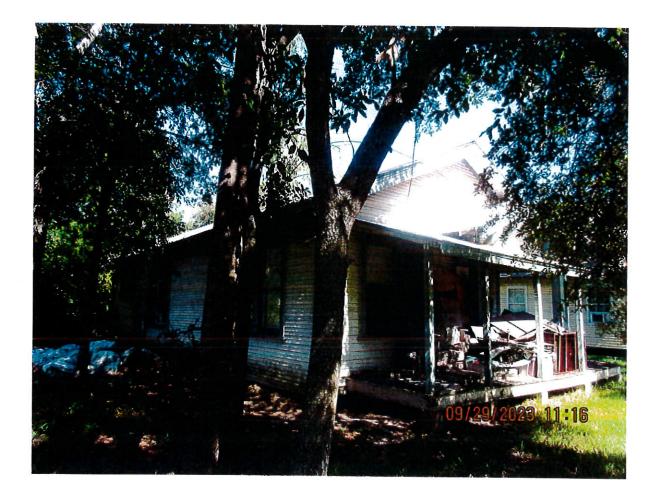
# 3737 26<sup>™</sup> STREET RESDENCE/GARAGE <mark>(NO TRANSITE)</mark>

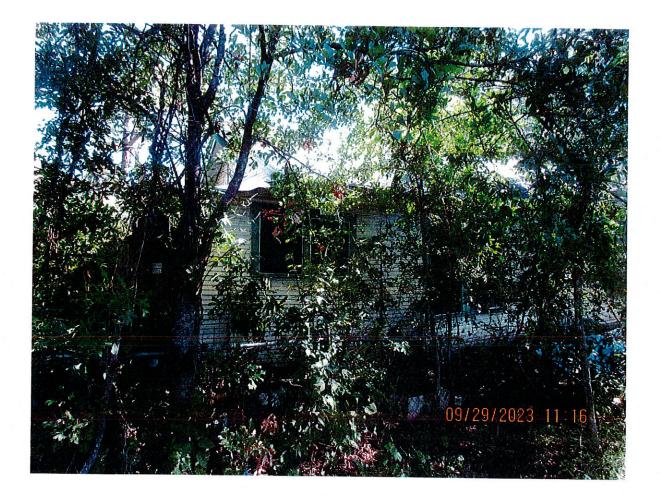


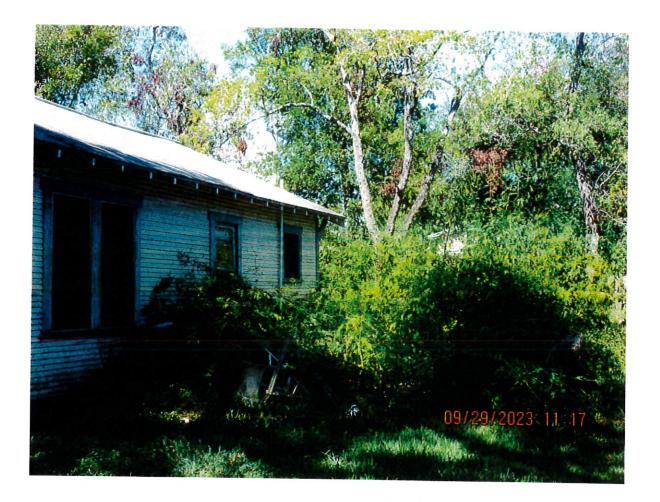
### RED TAGGED RESIDENCE, DAMAGED ROOF AND FOUNDATION HAS DROPPED.

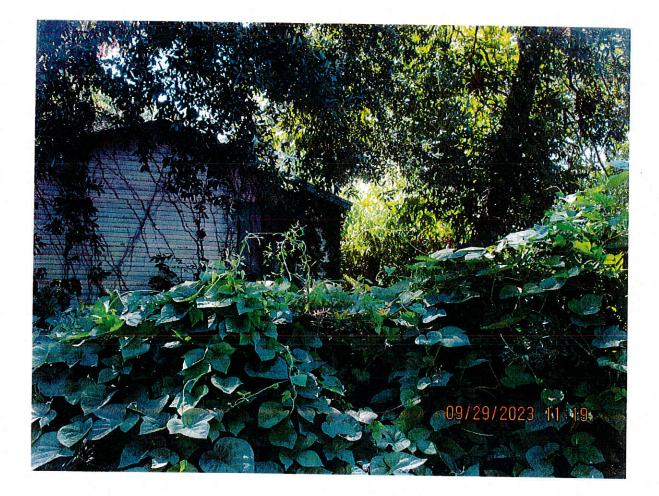


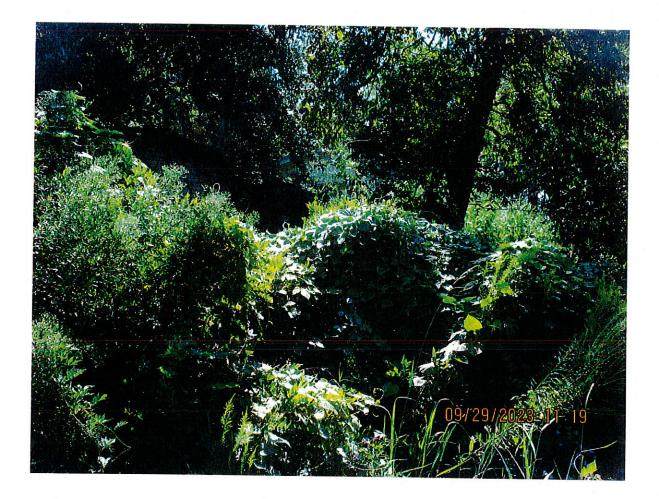












Account Status				
Prev Acc Next Acco	Prev.Owner	Next Owner Acct History Acct Summary Notes	Summary Notes Documents	Go To:
ELLIS CT8006 v1.298		CCOUNT NO(0250000000179000	ACCOUNT NO(02500000001790000000): SCHEDULED FOR 8-6-24 SHERIFF SALE **REFER LAW FIRM**	**REFER TO 09/26/2024 08:53:57 ACTJC
STATUS DETAIL	Expand Fees	Summary		
Account Information	1-000/017900-00000		Tax Units Tax Unit Description	Tax Unit,Yr, Rec. Type
Certified Owner TATE ROSEZETTER G	ROSEZETTER G		List of Tax Units	En Year
Parcel Address 3737	26TH ST		50 40 51 50	Rec. Type
Amount Due 09/26/2024	2024 Owner No.	r No. 0	AG INCLUDED   Remove Fees County	Countywide
Paid Inf ue H	formation O V D	Base Levy Paid Levy	Write-Off Rema	Refund Amount Due
023 \$56,103	0	51 638 79	0 5.00 51,638,79 5	S.00
2022 \$43,469	0	Alert Warning Messages		
2021 \$38,055	0			8.35
2020 \$27,026	0		WANNING	
2019 \$27,030	0		The following condition(s) exist:	
2018 \$27.030	0			0.79
2017 \$27,350	0			1
	0		Struck Off Exists;	
010 326,080	0	Schedule	Scheduled For 8-6-24 Sheriff Sale **Refer To Law Fir	Law Firm** 6.39
Last Payment Date	Totals			ceá.
				[4]
			OK	

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#### RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS REGARDING LINEBARGER GOGGAN BLAIR & SAMPSON, LLP AS BEING FULLY QUALIFIED AS SPECIAL COUNCIL TO PERFORM ALL LEGAL SERVICES NECCESARY TO COLLECT UNPAID FINES, FEES, COURT COSTS, FORFEITED BONDS, AND RESTITUTION AS PROVIDED IN TEXAS CODE OF CRIMINAL PROCEDURE, ARTICLE 103.0031 AND THE TEXAS LOCAL GOVERNMENT CODE SECTION 140.009.

WHEREAS, providing adequate notice as required by Sec.2254.1036 of the Texas Government Code, the consideration of a Contract for Fines and Fees Collection Services with Linebarger Goggan Blair & Sampson, LLP, and

### AFTER EXCERCISING ITS DUE DILIGENCE, THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS FINDS THAT:

- 1. There is a substantial need for the legal services to be provided pursuant to the Contract for Fines and Fees Collection Services; and
- 2. These legal services cannot be adequately performed by the attorneys and supporting personnel of Jefferson County at a reasonable cost; and
- 3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the collection fee authorized by Texas Code of Criminal Procedure Art. 103.0031 and because Jefferson County does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees; and

#### NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF JEFFERSON, TEXAS THAT:

**SECTION 1.** This statement set out in the preamble to this Resolution are true and correct.

**SECTION 2.** The meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings, Texas Government Code, Chapter 551.

PASSED, APPROVED and ADOPTED this give day of October , 2024.

Hon. Jeff Branick, County Judge

Cary Euchson

Cary Erickson, Commissioner Precinct 2

Michael Sinegal, Commissioner Precinct 3

Everette "Bo" Alfred, Commissioner Precinct 4

COUNTY OF JEFFERSON, TEXAS

Eddie Arnold, Commissioner Precinct 1



Attest Jamie Smith, District

LANDIE LEISTER Chick Deputy Conty Clerk

#### **Contract for Fines and Fees Collection Services**

STATE OF TEXAS

COUNTY OF JEFFERSON

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between JEFFERSON County, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

#### Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Section 140.009 of the Texas Local Government Code and entered into pursuant to an authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

1.04 The FIRM shall enforce the collection of delinquent court fees and fines for the District Courts (as referred by the District Clerk); all hereinafter referred to collectively as "delinquent accounts."

#### Article 2

#### Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent accounts that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such unpaid fine, fee, or court cost; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. CLIENT agrees to employ the FIRM to represent the CLIENT by providing collection services that are reasonable, necessary, and appropriate to the collection of all debts and accounts receivable amounts in cases as authorized by Chapter 103 of the Texas Code of Criminal Procedure and Section 140.009 of the Texas Local Government Code as set forth in Section 1.03 above. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has a meaning that is assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78<sup>th</sup> Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees between said COUNTY and a collection firm as authorized under the provisions of Article 104.009, of the Texas Local Government Code.

2.05 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than weekly.

2.06 The FIRM, in all communications seeking the collection of unpaid fine, fee, or court cost, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines, fees, or court cost are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

#### Article 3

#### Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fine, fee or court cost subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. All compensation shall become the property of the FIRM at the time payment of the fines, fees and court cost are made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

#### Article 5

#### Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

#### Article 6

#### Term and Termination

6.01 This AGREEMENT shall be effective \_\_\_\_\_, 2024 (the "Effective Date") and shall expire on \_\_\_\_\_, 2027 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for two (2) additional one (1) year periods without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

#### Article 7

#### Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.03 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.04 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP Attention: Director of Client Services P.O. Box 17428 Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

1085 Pearl Street, Ste 203 Beaumont, Texas 77701

7.06 *Compliance with Tx. Govt. Code §2270.002*. In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

ann

ATTEST

DATE 10-8-

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EXECUTED ON the 8th day of 12 tober 2024.
$\rho$
By:
The Honorable Jeff Branick – Jefferson County Judge
$\bigcirc$ v ·

Linebarger Goggan Blair & Sampson, LLP

By: \_

Richard S. Hill - Capital Partner

For the FIRM

#### <u>ORDER</u>

RESOLUTION AUTHORIZING COLLECTION FEE IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE SUCH AS UNPAID FINES, FEES, OR COURT COSTS AS AUTHORIZED UNDER SECTION 140.009, TEXAS LOCAL GOVERNMENT CODE AND TEXAS CODE OF CRIMINAL PROCEDURE ARTICLE 103.0031:

- 1) The governing body of a municipality or the commissioners court of a county may contract with a private attorney or public or private vendor for the collection of an amount owed to the municipality or county relating to a civil case, including an unpaid fine, fee, or court cost, if the amount is more than 60 days overdue.
- 2) A municipality or county contracting with an attorney or a vendor under Subsection (a) may authorize the addition of a collection fee of 30 percent of the amount referred. The collection fee may be used only to compensate the attorney or vendor who collects the debt.
- 3) This section does not apply to the collection of commercial bail bonds. Added by Acts 2013, 83rd Leg., R.S., Ch. 677 (H.B. <u>2021</u>), Sec. 1, eff. June 14, 2013.

#### WHEN SUCH UNPAID FINE, FEE, OR COURT COST AMOUNTS ARE MORE THAN 60 DAYS OVER DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR OTHER VENDOR FOR COLLECTION.

\_Cary Erickson\_ introduced the resolution and made a motion that the same be adopted. Eddie Arnold seconded the motion for adoption of the resolution. The motion, carrying with it the adoption of the resolution, prevailed by the following vote:

AYES:	5
NAYS:	_0
ABSTENTIONS:	_0

The County Judge thereupon announced that the motion had duly and lawfully carried and that the resolution had been duly and lawfully adopted. The resolution thus adopted follows:

**WHEREAS**, the County of Jefferson wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees between said County and a collection firm as authorized under the provisions of Section 140.009, Texas Local Government and Texas Code of Criminal Procedure Article 103.0031;

**WHEREAS**, under said articles, the governing body of said County is empowered to authorize the addition of 30% to a case, including an unpaid fine, fee or court cost when each is more than 60 days over due and has been referred for collection.

#### NOW, THEREFORE,

# BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF JEFFERSON, TEXAS, SITTING AS THE GOVERNING BODY OF SAID CITY, THAT:

Section 1: THE RECITALS SET FORTH IN THIS RESOLUTION ARE TRUE AND CORRECT.

Section 2: (a) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 140.009, TEXAS LOCAL GOVERNMENT CODE AND ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE, SUCH AS UNPAID FINES, FEES, OR COURT COST WHEN SUCH DEBT OR ACCOUNT RECEIVABLE IS MORE THEN 60 DAYS OVER DUE AND HAS BEEN REFERRED TO AN ATTORNEY OR VENDOR FOR COLLECTION; AND

(b) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 140.009, TEXAS LOCAL GOVERNMENT CODE, IN THE AMOUNT OF 30%:

- (1) THE GOVERNING BODY OF A MUNICIPALITY OR THE COMMISSIONERS COURT OF A COUNTY MAY CONTRACT WITH A PRIVATE ATTORNEY OR PUBLIC OR PRIVATE VENDOR FOR THE COLLECTION OF AN AMOUNT OWED TO THE MUNICIPALITY OR COUNTY RELATING TO A CIVIL CASE, INCLUDING AN UNPAID FINE, FEE, OR COURT COST, IF AMOUNT IS MORE THAN 60 DAYS OVERDUE.
- (2) A MUNICIPALITY OR COUNTY CONTRACTING WITH AN ATTORNEY OR A VENDOR UNDER SUBSECTION (A) MAY AUTHORIZE THE ADDITION OF A COLLECTION FEE OF 30% OF THE AMOUNT REFERRED. THE COLLECTION FEE MAY BE USED ONLY TO COMPENSATE THE ATTORNEY OR VENDOR WHO COLLECTS THE DEBT.
- (3) THIS DOES NOT APPLY TO THE COLLECTION OF COMMERCIAL BAIL BONDS. ADDED BY ACTS 2013, 83<sup>RD</sup> LEG., R.S., CH. 677 (H.B. 2021), SEC. 1, EFF.JUNE 14, 2013.

WHEN SUCH AMOUNTS ARE MORE THAN 60 DAYS OVER DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION.

PASSED, APPROVED and ADOPTED this <u>B</u><sup>+4</sup> day of <u>OCtober</u>, 2024.

Hon. Jeff Branick, County Judge

COUNTY OF JEFFERSON, TEXAS Eddie Arnold, Commissioner Precinct

Cary Euchson

Cary Enckson, Commissioner Precinct 2

Michael Sinegal, Commissioner recinct 3

Everette "Bo" Alfred, Commissioner Precinct 4



Attest: Jamie Smith, District LARRIELEIST Chief Dapity County Clerk

# NOTICE OF A PUBLIC MEETING

Notice is hereby given that a meeting of the Jefferson County Commissioners Court will be held on October 8, 2024 at 1149 Pearl Street 4th floor Beaumont, TX, for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as counsel to perform all legal services necessary to collect unpaid fines, fees and court costs as provided in Texas Local Government Code, Section 140.009 and Texas Code of Criminal Procedure Art. 103.0031 and authorizing the execution of such agreement.

The agreement to be considered is necessary for the unpaid fines, fees and court costs owed to the District Courts (as referred by the District Clerk), of Jefferson County to be collected in the most effective manner.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest law firm specializing in the collection of governmental receivables in the State of Texas, as well as the United States, and having been engaged in this specialized legal service for more than 40 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the Jefferson County Attorney's Office does not currently possess.

Linebarger Goggan Blair & Sampson, LLP has will represent Jefferson County with competence and professionalism, in the collection of unpaid fines, fees and court costs.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of Jefferson County due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in- house attorneys and staff with the level of experience and competence (call center operations and skip trace capabilities) necessary to perform these activities.

Linebarger will be compensated on a contingent fee basis as provided in Texas Local Government Code Section 140.009 and Texas Code of Criminal Procedure Art. 103.0031. These Articles specifically provide for an additional collection fee, in the amount of 30 percent, in certain cases to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to Jefferson County.

Entering into the proposed agreement is in the best interests of the residents of Jefferson County because the unpaid fines, fees and court costs will be professionally and competently collected without the additional costs to the County of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.

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### UTILITY AND COMMON CARRIER PIPELINE POLICY

#### **GENERAL REQUIREMENTS**

#### Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

#### **Application**

The permitee must complete, in quintruplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

#### Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
  - 1. It is a common carrier; and
  - 2. It serves a public purpose; and
  - 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

#### Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permitee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

#### Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

#### Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

#### **GENERAL PRINCIPLES**

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance of repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permitee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to e performed, at the remedy such conditions or provide compliance with such directions.

#### **SPECIFICATIONS**

#### General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. <u>Casing</u> The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. <u>Backfill</u> The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand  $(1 \frac{1}{2} \text{ sack per cubic yard})$  to within 2" of the sub-base and compacted.
- c. <u>Base</u> The base shall be replaced with crushed limestone base material from 2" below the existing bass to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".
- d. Surface
- 1. <u>Dirt, Shell or Gravel Surface</u> The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
- 2. <u>Bituminous Surface</u> The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
- 3. <u>Concrete Surface</u> The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

#### Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permitee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

#### Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

#### Inspection Notice

The permitee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinue for more than 5 working days.

#### Line Markers

All lines crossing pubic roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

#### Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

#### Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

#### Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

#### **ROUTE MAP**

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of  $1^{"} = 3$  miles. This map can be obtained through the office of the County Engineer.

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Permit No. \_\_\_\_\_ Precinct No. \_\_\_\_\_

#### NOTICE OF PROPOSED PLACEMENT OF PUBLIC UTILITY LINE/COMMON CARRIER PIPLINE WITHIN JEFFERSON COUNTY RIGHT-OF-WAY (2003 REVISION)

Date:

HONORABLE COMMISSIONERS' COURT JEFFERSON COUNTY BEAUMONT, TEXAS 77701

Gentlemen:

follows:

\_\_\_\_\_ pages of drawings attached.

Construction will begin on or after \_\_\_\_\_\_2 0\_\_\_\_

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on and all subsequent revisions thereof to date.

Company	У
By	
Title	
Address_	
Telephor	ne
Fax No.	

#### FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.

2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

road crossing @ \$100.00	\$
miles parallel @ \$150.00/mile or fraction	\$
TOTAL	\$

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has Been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

#### **ENGINEERING ACTION FORM**

The minimum standard bond required is \$N/A

County Engineer

10/09/24

Date

#### COMMISSIONERS COURT ORDER

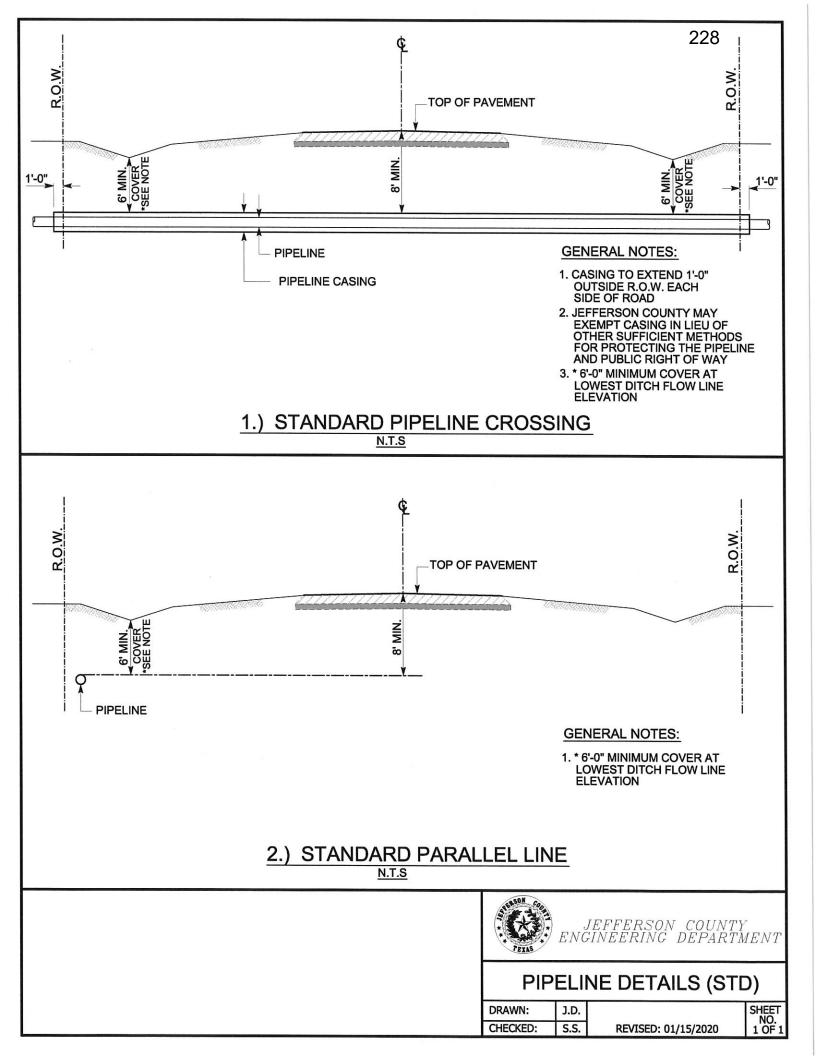
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be N/A.

9

COMMISSIONERS COURT Bv



REV 2020



# CONSTRUCTION PLANS FOR **OLD SOUR LAKE ROAD WATER LINE EXTENSION** TO SERVE MEEKER MUNICIPAL WATER DISTRICT

# **BOARD OF DIRECTORS**

**BILLY KINNEY** TOMMY SHOWERS DON THOMPSON WAYNE JEFFCOAT PATRICIA MOLFINO MARTIN CROSS SHAWN WALKER MALCOLM RAY ROBERT HOLCOMB PRESIDENT VICE PRESIDENT TREASURER/SECRETARY ALTERNATE TREASURER/SECRETARY DIRECTOR DIRECTOR DIRECTOR DIRECTOR DIRECTOR

AWC NO: MWD-050

# BEAUMONT, JEFFERSON COUNTY, TEXAS



SHEET

VICINITY MAP N.T.S.



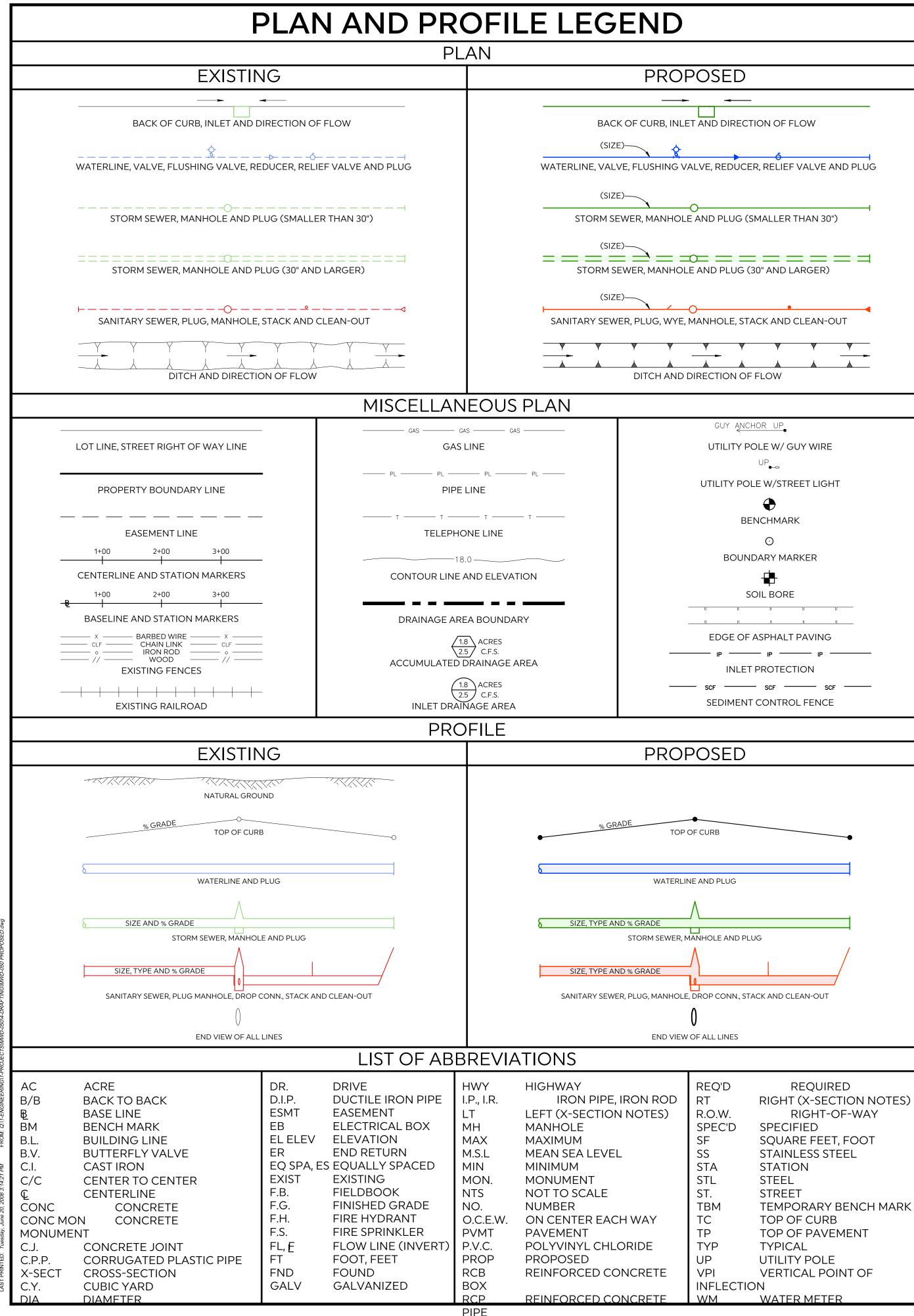


# INDEX OF DRAWINGS

DESCRIPTION

COVER SHEET LEGEND & CONSTRUCTION NOTES PROPOSED SITE PLAN PLAN & PROFILE CONSTRUCTION DETAILS

**ISSUED FOR CONSTRUCTION** 



#### PROJECT DESCRIPTION

CONSTRUCTION OF APPROXIMATELY 1285 LF OF 10" WATER LINE LOCATED ON SOUR LAKE ROAD

#### GENERAL CONSTRUCTION NOTES

- 1. ALL ROAD WIDTHS, CURB RADII, AND CURB ALIGNMENT SHOWN INDICATE BACK
- OF CURB. 2. SPOIL FROM CONSTRUCTION SHALL BE DISPOSED OFFSITE BY CONTRACTOR AT
- NO ADDITIONAL PAY. PROJECT AREA IS WITHIN FLOOD ZONE X AND AE, AND HAS A BASE FLOOD
- **ELEVATION OF 35'.** PROFILE LINES SHOWN INDICATED EXISTING NATURAL GROUND PRIOR TO
- CLEARING AND GRUBBING. 5. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF ALL EXISTING FACILITIES INCLUDING FACILITIES WHICH MAY NOT BE SHOWN IN PLANS.
- CONTRACTOR WILL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IN AREA OF POSSIBLE UNDERGROUND UTILITIES WHICH MAY NOT BE SHOWN ON DRAWING.
- UNLESS OTHERWISE PROVIDED, THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR SUCH TESTS, INSPECTIONS AND APPROVALS WITH AN INDEPENDENT TESTING LABORATORY OR ENTITY ACCEPTABLE TO THE OWNER AND CONTRACTOR SHALL BEAR ALL RELATED COSTS OF TESTS, INSPECTIONS AND APPROVALS. THE CONTRACTOR SHALL GIVE THE ENGINEER TIMELY NOTICE OF WHEN AND WHERE TESTS AND INSPECTIONS ARE TO BE MADE SO
- THAT THE ENGINEER MAY BE PRESENT FOR SUCH PROCEDURES. CONTRACTOR SHALL NOTIFY JEFFERSONCOUNTY EMERGENCY PRIOR TO ANY ROAD CLOSURES.
- 10. THE FOLLOWING IS A LIST OF CONTACTS:

TEXAS GAS SERVICE	409-963-7125	
ENTERGY	MR. ETHAN BECKER 409-785-2237	(4)
AT&T	MRS. KERI SHAY 409-924-1669	
TIME WARNER COMMUNICATIONS	HERCEL STRACENER 409-720-5501	
TEXAS DEPARTMENT OF TRANSPORTATION	MR. MARTIN GONZALEZ, P.E. 409-898-5731	
JEFFERSON COUNTY PRECINCT #1	409-434-5430	(B) WATE CO
JEFFERSON COUNTY D.D. #6	MR. DOUG CANANT, P.E., R.P.L.S., C.F.M. 409-842-1818	LEA FEE WA
TEXAS ONE CALL SYSTEM	1-800-245-4545	ACI SEC
DIG-TESS	1-800-344-8377	

#### WATER LINE CONSTRUCTION NOTES

- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING WATER LINES LOCATED WITHIN THE PROJECT AREA. WATERLINE TRENCHES UNDER PAVEMENT OR WITHIN FIVE (5) FEET BACK OF CURBS TO BE BACKFILLED WITH HAND-TAMPED BANKSAND TO A POINT ONE (1) FOOT ABOVE THE TOP PIPE, THEN WITH CEMENT STABILIZED SAND (1-1/2
- SACK/CY) TO BOTTOM OF PAVEMENT SUBGRADE. ALL WATERLINES SHALL BE SAND-ENCASED AS SHOWN ON PLANS (CLASS "C" BEDDING) NO SEPARATE PAY FOR PIPE BEDDING OR BACKFILL; INCLUDE THIS COST IN
- CONTRACT PRICE FOR PIPE. ONE-INCH (1") AND ONE AND ONE QUARTER (1 1/4") WATERLINE SHALL BE SDR 26 PVC PRESSURE PIPE.
- WATERLINE FITTINGS SHALL BE COMPACT DUCTILE IRON (ALL BELL), CLASS 350, TYLER TYPE SSB. ALL WATER LINE FITTINGS MUST BE MJ FITTINGS. INCLUDE COST OF FITTINGS IN UNIT PRICE BID PER LINEAR FOOT OF PIPE.
- WATERLINES TO HAVE MINIMUM COVER OF 3'-6" BELOW FINISHED TOP OF GRADE, VARY FLOW LINE UNIFORMLY TO DEPTHS AND LOCATIONS SHOWN ON
- CONTRACTOR SHALL COORDINATE WITH PIPELINES BEFORE CROSSING THEIR 7. RESPECTIVE EASEMENTS AND ADHERE TO THEIR REQUIREMENTS FOR PIPELINE CROSSING UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROVIDE VALVE BOX EXTENSIONS WHERE REQUIRED TO CONSTRUCT VALVE BOXES FLUSH WITH PROPOSED GRADES AS SHOWN, AT NO SEPARATE PAY.
- CONTRACTOR TO PROVIDE ADEQUATE CONCRETE THRUST BLOCKING TO WITHSTAND TEST PRESSURES OR TO PROVIDE FITTINGS WITH RESTRAINED JOINTS.
- 10. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
- 11. ALL PLASTIC PIPE FOR USE IN PUBLIC WATER SYSTEMS MUST BEAR THE NATIONAL SANITATION FOUNDATION SEAL OF APPROVAL AND HAVE AN ASTM DESIGN PRESSURE RATING OF AT LEAST 150 PSI.
- WATER LINES SHALL BE INSTALLED TO THE ALIGNMENT SHOW ON THE PLANS. FIELD ADJUSTMENTS TO THE ALIGNMENTS MAY BE NECESSARY TO AVOID UNKNOWN OBSTRUCTIONS.
- CONNECTIONS TO DISTRICT WATER MAINS AND INSTALLATION OF ALL WATER 13. METERS SHALL BE PERFORMED BY THE DISTRICT. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COST FOR THIS WORK AND SHALL COORDINATE THIS WORK WITH THE DISTRICT. UNLESS SPECIFICALLY SHOWN, COST OF THIS WORK SHALL BE INCLUDED IN PRICE BID PER LINEAR FOOT OF WATER LINE.
- ALL WATER MAINS (AND FIRE LINES, IF ANY) WILL BE HYDROSTATICALLY TESTED PRIOR TO ACCEPTANCE BY DISTRICT. BACTERIOLOGICAL AND PRESSURE TESTING ARE REQUIRED. THE WATER
- UTILITIES CONSTRUCTION INSPECTOR SHALL BE GIVEN 24 HOUR NOTIFICATION PRIOR TO TESTING. 16. PROPOSED TRACER WIRE TO BE INSTALLED ALONG THE TOP OF PROPOSED
- WATER LINE, TAPED 5' O.C. WATER LINES WILL NEED TO BE MARKED EVERY 400 FEET WITH APPROPRIATE 17. MARKERS INSTALLED THREE (3) FEET ABOVE GROUND ON METAL POSTS. SUCH MARKERS SHALL BE PLACED ON THE RIGHT-OF-WAY LINE AND THE OFFSET TO
- THE LINE INDICATED. JEFFERSON COUNTY UTILITY INSTALLATION PERMIT MAY NOT BE OBTAINED 18. UNTIL CONTRACTOR IS AWARDED PROJECT. CONTRACTOR SHALL REFER TO APPENDIX B IN CONTRACT DOCUMENTS FOR PERMIT APPLICATION.

#### SEPARATION DISTANCES

THE FOLLOWING RULES APPLY TO SEPARATION DISTANCE BETWEEN POTABLE WATER AND WASTEWATER TREATMENT PLANTS, AND WATERLINES AND SANITARY SEWERS.

- - THE WATERLINE.
  - THE TOP OF THE PIPE.
- GROUT OR MANUFACTURED SEAL.
- ECTION MAY BE USED WHERE APPROPRIATE.

#### (30TAC-CHAPTER 217.53, SUBSECTION (d), PRINTED 12/4/15)

(A) WATER LINE/NEW SEWER LINE SEPARATION. WHEN NEW SANITARY SEWERS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER TO WATER LINES THAN NINE FEET IN ALL DIRECTIONS. SEWERS THAT PARALLEL WATERLINES MUST BE INSTALLED IN SEPARATE TRENCHES. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE FOLLOWING GUIDELINES WILL APPLY:

(1) WHERE A SANITARY SEWER PARALLELS A WATERLINE, THE SEWER SHALL BE CONSTRUCTED OF CAST IRON, DUCTILE IRON OR PVC MEETING ASTM SPECIFICATIONS WITH A PRESSURE RATING FOR BOTH THE PIPE AND JOINTS OF 150 PSI. THE VERTICAL SEPARATION SHALL BE A MINIMUM OF TWO FEET BETWEEN OUTSIDE DIAMETERS AND THE HORIZONTAL SEPARATION SHALL BE A MINIMUM OF FOUR FEET BETWEEN OUTSIDE DIAMETERS. THE SEWER SHALL BE LOCATED BELOW THE WATERLINE.

(2) WHERE A SANITARY SEWER CROSSES A WATERLINE AND THE SEWER IS CONSTRUCTED OF CAST IRON. DUCTILE IRON OR PVC WITH A MINIMUM PRESSURE RATING OF 150 PSI. AN ABSOLUTE MINIMUM DISTANCE OF 6 INCHES BETWEEN OUTSIDE DIAMETERS SHALL BE MAINTAINED. IN ADDITION THE SEWER SHALL BE LOCATED BELOW THE WATERLINE WHERE POSSIBLE AND ONE LENGTH OF THE SEWER PIPE MUST BE CENTERED ON

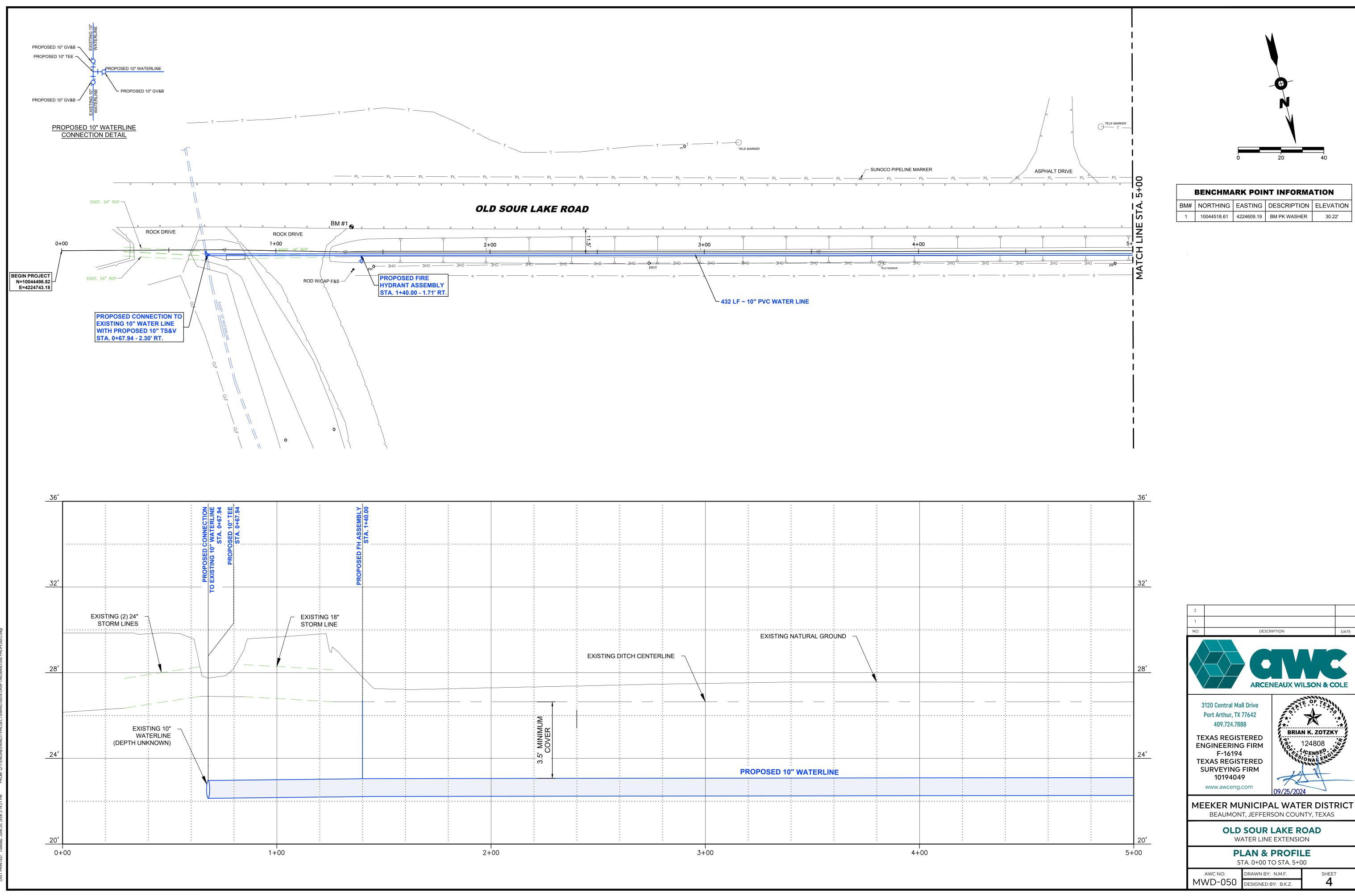
(3) WHERE A SEWER CROSSES UNDER A WATERLINE AND THE SEWER IS CONSTRUCTED OF ABS TRUSS PIPE, SIMILAR SEMI-RIGID PLASTIC COMPOSITE PIPE, CLAY PIPE OR CONCRETE PIPE WITH GASKET JOINTS, A MINIMUM TWO FOOT SEPARATION DISTANCE SHALL BE MAINTAINED. THE INITIAL BACKFILL SHALL BE CEMENT STABILIZED SAND (TWO OR MORE BAGS OF CEMENT PER CUBIC YARD OF SAND) FOR ALL SECTIONS OF SEWER WITHIN NINE FEET OF THE WATERLINE. THIS INITIAL BACKFILL SHALL BE FROM ONE QUARTER DIAMETER BELOW THE CENTERLINE OF THE PIPE TO ONE PIPE DIAMETER (BUT NOT LESS THAN 12 INCHES) ABOVE

) WHERE A SEWER CROSSES OVER A WATERLINE ALL PORTION OF THE SEWER WITHIN NINE FEET OF THE WATERLINE SHALL BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS. IN LIEU OF THIS PROCEDURE THE NEW CONVEYANCE MAY BE ENCASED IN A JOINT OF 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT 5 FEET INTERVALS WITH SPACERS OR BE FILLED TO THE SPRINGLINE WITH WASHED SAND. THE ENCASEMENT PIPE SHOULD BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT

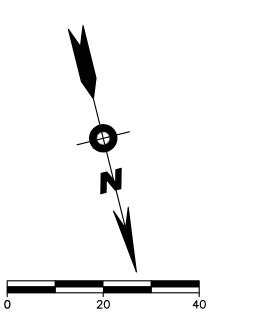
TER LINE/MANHOLE SEPARATION. UNLESS SANITARY SEWER MANHOLE THE ONNECTING SEWER CAN BE MADE WATERTIGHT AND TESTED FOR NO EAKAGE, THEY MUST BE INSTALLED SO AS TO PROVIDE A MINIMUM OF NINE EET OF HORIZONTAL CLEARANCE FROM AN EXISTING OR PROPOSED ATERLINE. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE CHIEVED, A CARRIER PIPE AS DESCRIBED IN SUBSECTION (A) (4) OF THIS



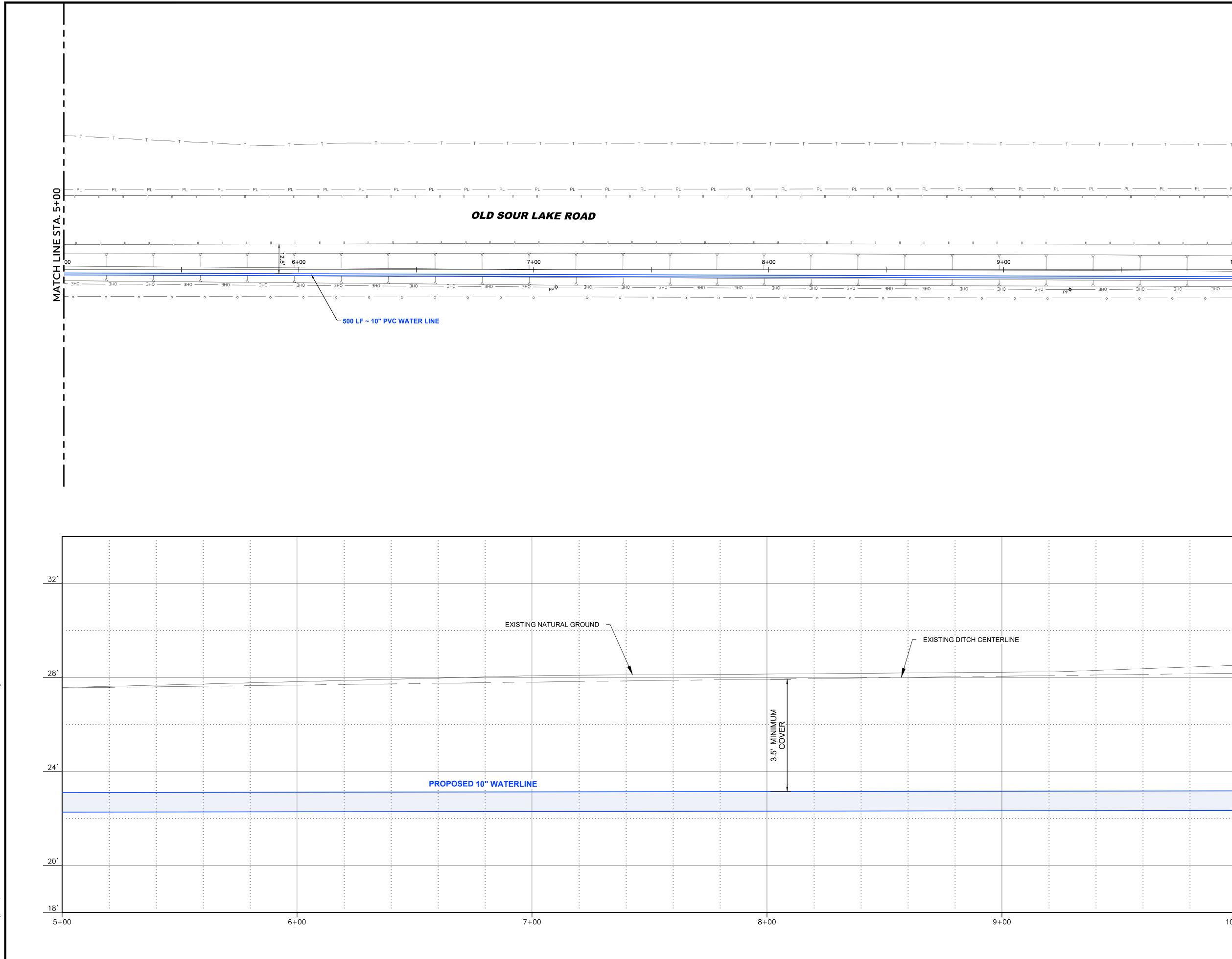




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	BENCHMA	RK POII	NT INFORMA	TION
BM#	NORTHING	EASTING	DESCRIPTION	ELEVATION
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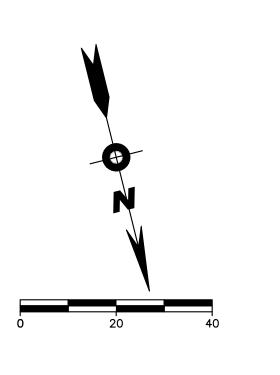
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		· · · · · · · · · · · · · · · · · · ·		 3.5' MINIMUM COVER						 
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OLD SOUR LAKE ROAD

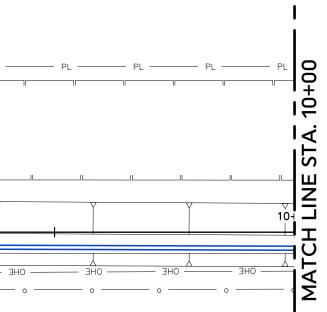
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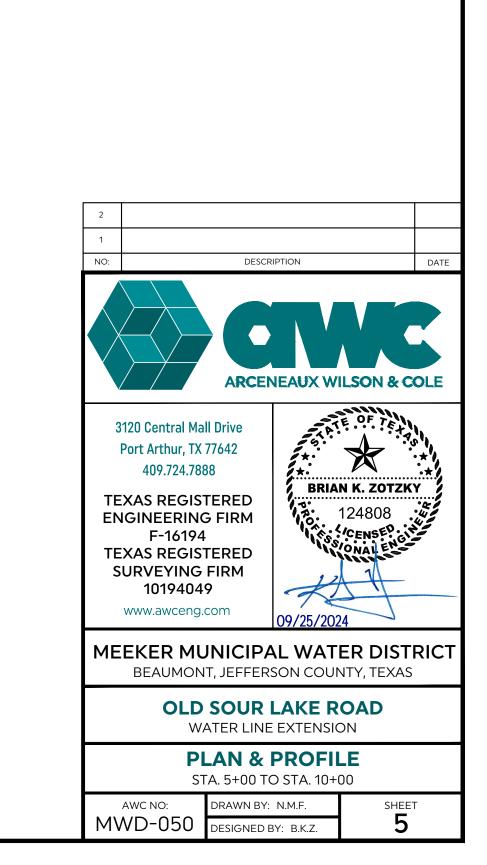
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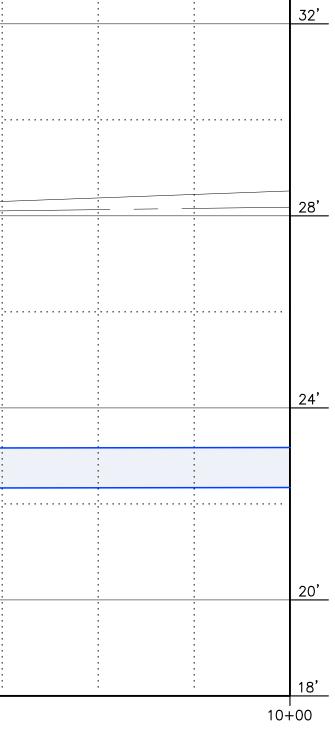
9+00

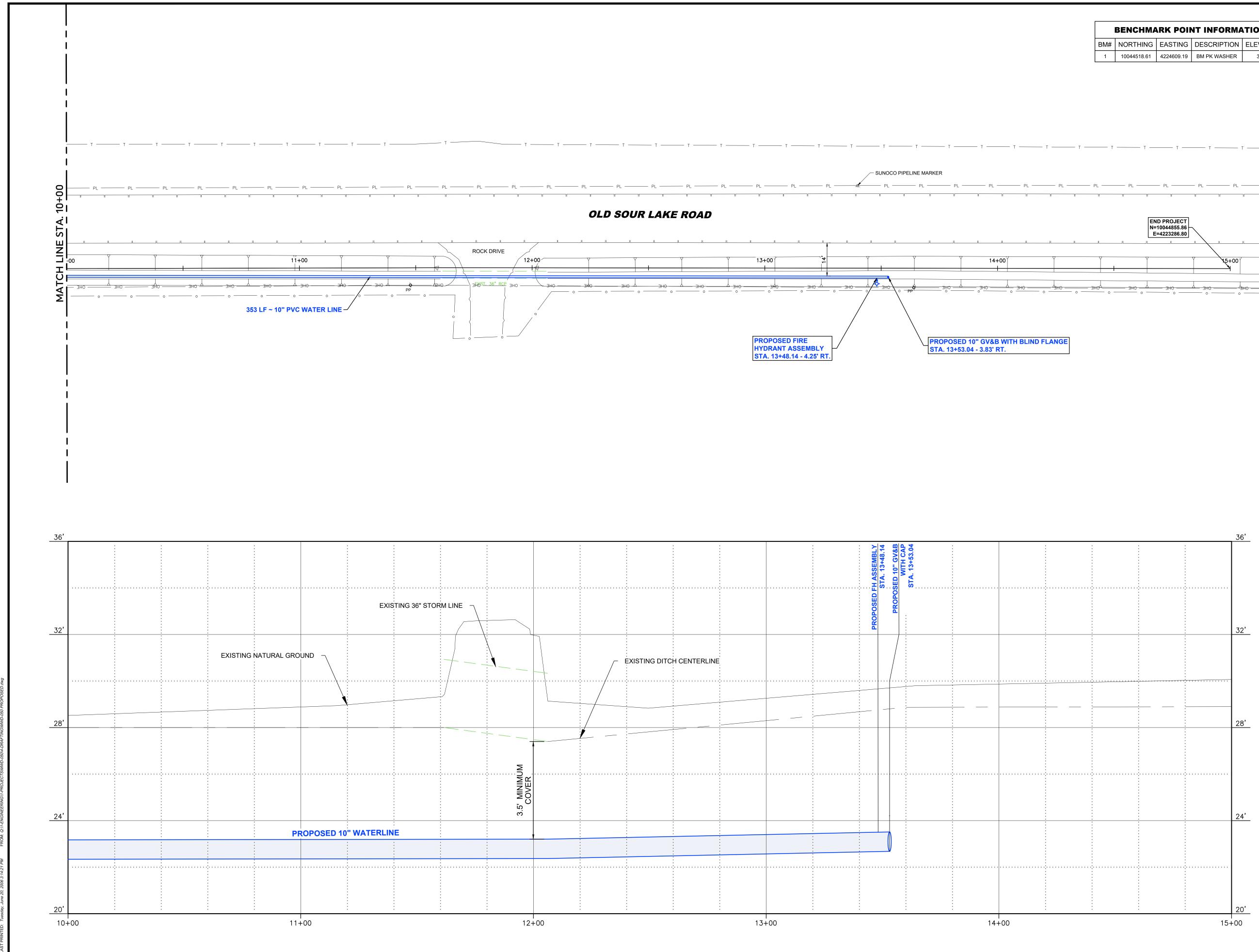


	BENCHMA	RK POII	NT INFORMA	TION
BM#	NORTHING	EASTING	DESCRIPTION	ELEVATION
1	10044518.61	4224609.19	BM PK WASHER	30.22'

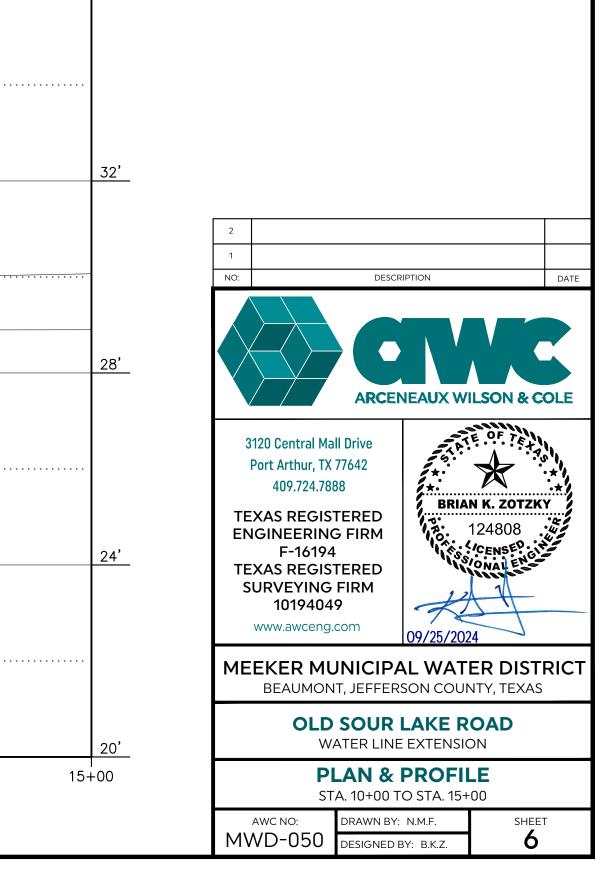


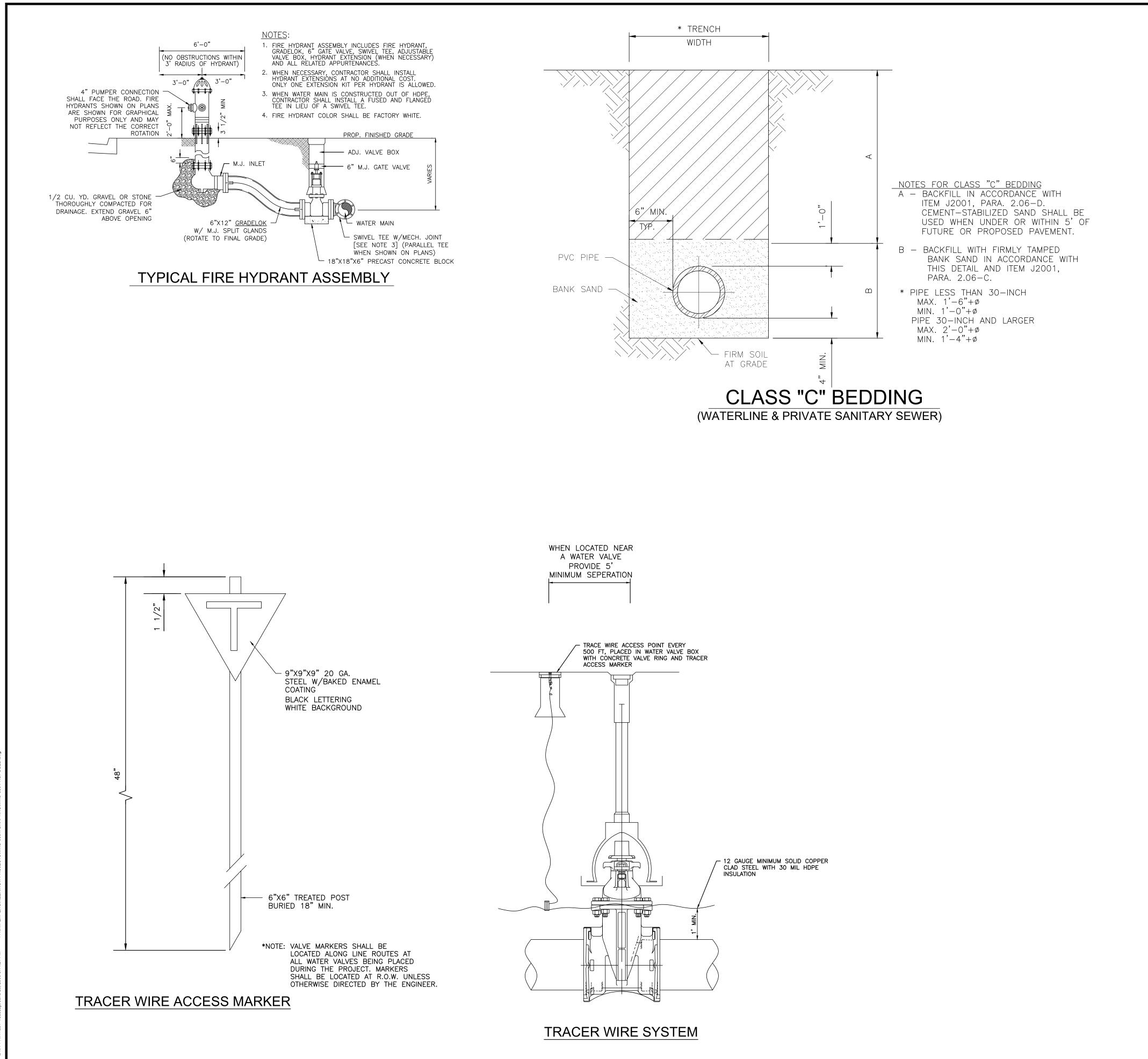




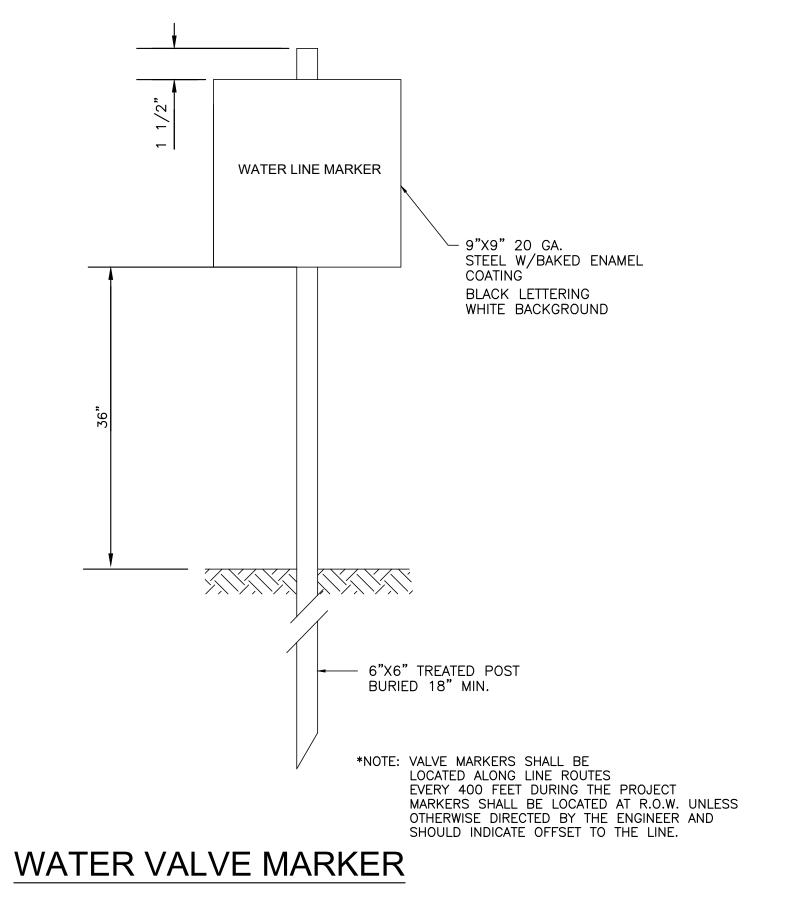


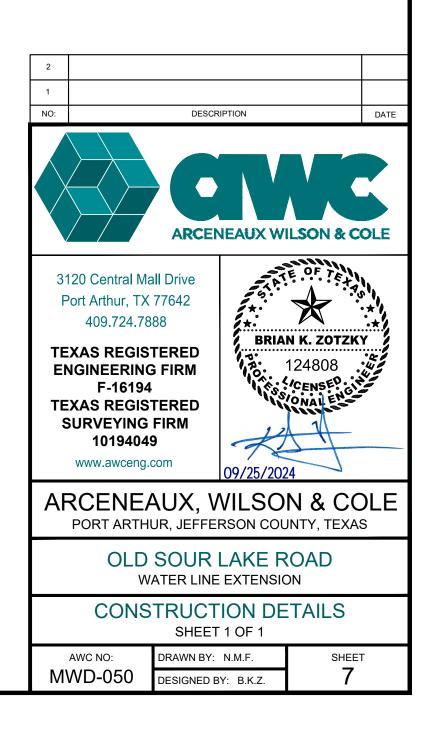
BM#	NORTHING	EASTING	DESCRIPTION	ELEVATION
1	10044518.61	4224609.19	BM PK WASHER	30.22'
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# UTILITY AND COMMON CARRIER PIPELINE POLICY

#### **GENERAL REQUIREMENTS**

#### Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

#### **Application**

The permitee must complete, in quintruplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

#### Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
  - 1. It is a common carrier; and
  - 2. It serves a public purpose; and
  - 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permitee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

#### Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

#### Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

#### **GENERAL PRINCIPLES**

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance of repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

#### **Responsibility for Repairs**

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permitee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to e performed, at the remedy such conditions or provide compliance with such directions.

#### **SPECIFICATIONS**

#### General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. <u>Casing</u> The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. <u>Backfill</u> The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand  $(1 \frac{1}{2} \text{ sack per cubic yard})$  to within 2" of the sub-base and compacted.
- c. <u>Base</u> The base shall be replaced with crushed limestone base material from 2" below the existing bass to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".
- d. Surface
- 1. <u>Dirt, Shell or Gravel Surface</u> The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
- 2. <u>Bituminous Surface</u> The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
- 3. <u>Concrete Surface</u> The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

#### Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permitee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

#### Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

#### Inspection Notice

The permitee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinue for more than 5 working days.

#### Line Markers

All lines crossing pubic roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

#### Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

#### Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

#### Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

#### **ROUTE MAP**

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of  $1^{"} = 3$  miles. This map can be obtained through the office of the County Engineer.

Permit No. \_\_\_\_\_ Precinct No.\_\_\_\_\_

#### NOTICE OF PROPOSED PLACEMENT OF PUBLIC UTILITY LINE/COMMON CARRIER PIPLINE WITHIN JEFFERSON COUNTY RIGHT-OF-WAY (2003 REVISION)

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

HONORABLE COMMISSIONERS' COURT JEFFERSON COUNTY BEAUMONT, TEXAS 77701

Gentlemen:

follows:

\_\_\_\_\_ pages of drawings attached.

Construction will begin on or after \_\_\_\_\_2 0\_\_\_\_

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on and all subsequent revisions thereof to date.

Compan	<u>y</u>
By	
Title	
Address_	
Telephor	ne
Fax No.	

#### FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.

2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

road crossing @ \$100.00	\$
miles parallel @ \$150.00/mile or fraction	\$
TOTAL	\$

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has Been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

#### **ENGINEERING ACTION FORM**

The minimum standard bond required is \$ N/A

**County Engineer** 

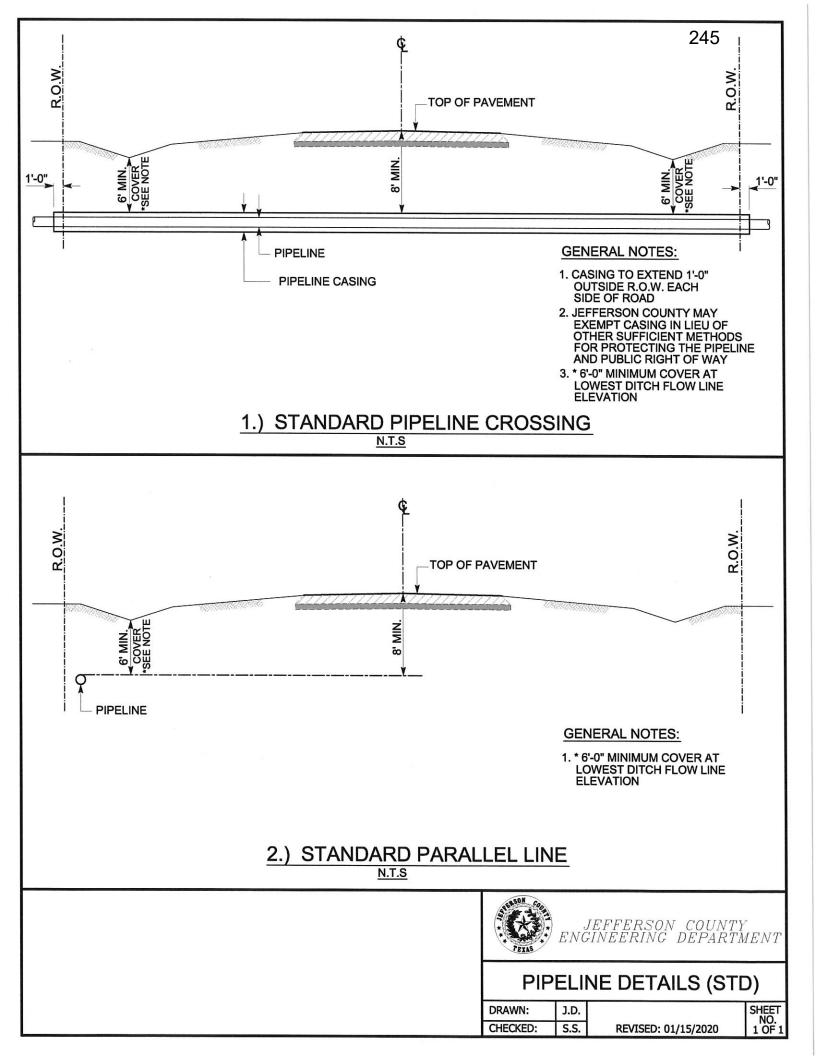
10/08/2024

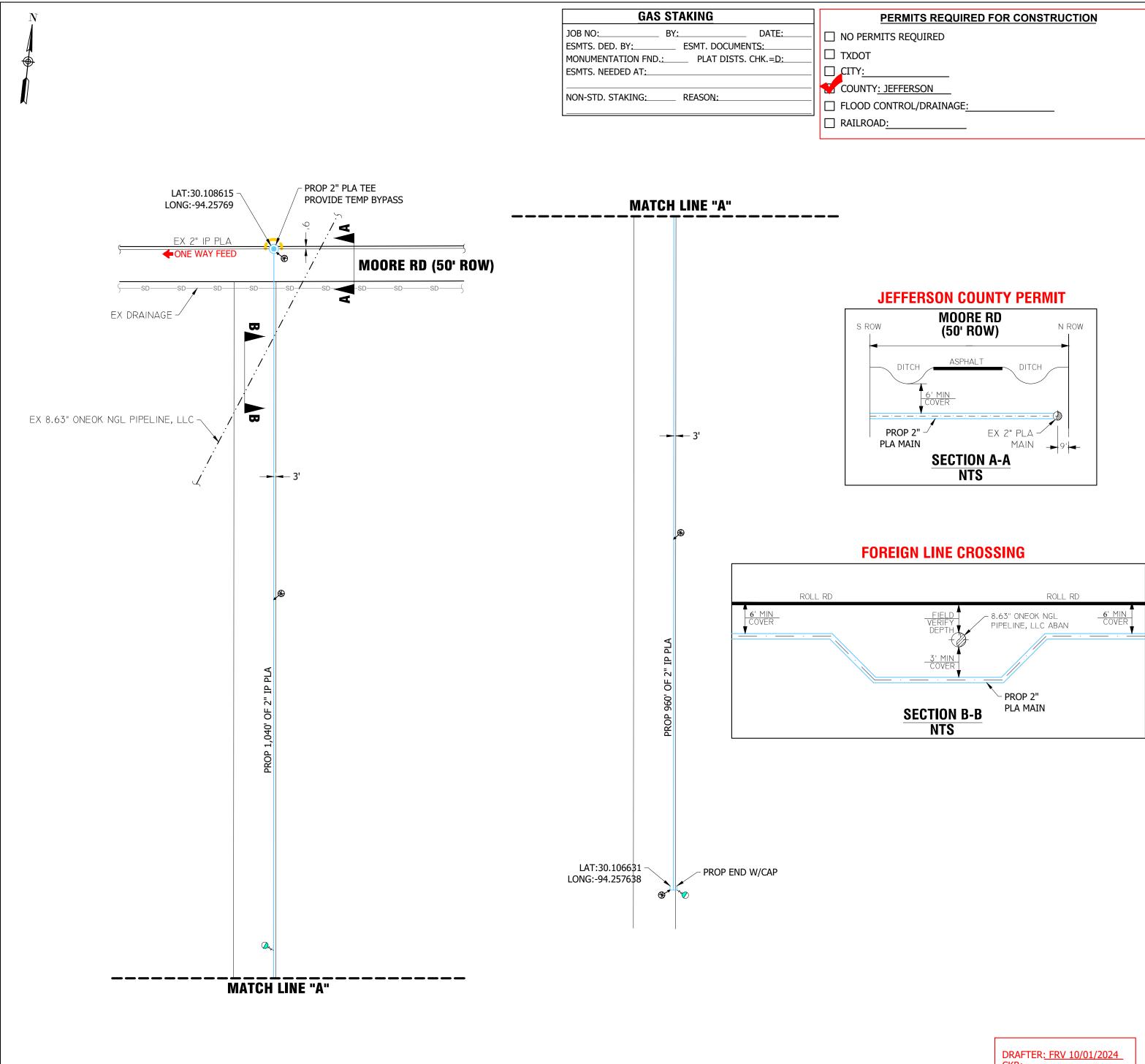
Date

#### **COMMISSIONERS COURT ORDER**

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$N/A \_\_\_\_\_. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT By ATT SON COU **REV 2020** 







#### VICINITY MAP

LEGEND	
EXISTING MAIN	PROP 2" IP PLA
PROP MAG ANODE	prop 5# ZINC ANODE
PROP TRANS STATION	PROP MARKER BALL
PROP TEST POINT	PROP LINE MARKER
PROP LOCATION POINT	STORM DRAINAGESD
STAKING REQUEST#:	GCO#:

#### **GENERAL NOTES:**

- 1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
- 2. MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED. 3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
- 4. CONTACT DESIGNER (ZAIN SAEED AT 832-653-1421) WITH ANY
- NECESSARY FIELD CHANGES. . THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL, ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
- TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-B-1-.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
- FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-B-1.220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
- ALL SERVICE LINES MUST HAVE AN EFV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EFV SIZING CHART. •CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
- . COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (TRENT THOMAS AT 409-504-4363) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
- 10. DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS. 11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES: A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
- B. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
  B. USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
  C. USE #10 TRACER WIRE WIRE WITH ALL BORES LONGER THAN 300'.
  D. USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRACED INTEGER STRACES OF THE ASTRONOMY STRUCTURE ASTRONOMY STRUCTURES AND COMPLEX POPER

OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES. INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.

PIPE SUMMARY GENERIC PIPE REQUIRED WO#:

#### 2,000' 2" PLA MAIN IP - Intermediate Pressure

2,000' TOTAL PIPE DESIGNED BY: ZAIN SAEED ESTIMATED COST: \$ 32-653-1421 CONTRIBUTION: \$ NEED DATE: COMPLETION DATE PURPOSE AND NECESSITY: TO ADD A MAIN TO ROLL RD FROM THE MAIN

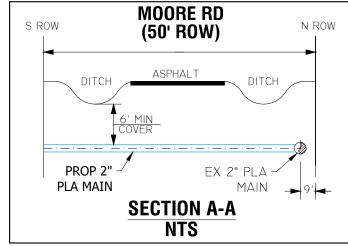
\_OCATED ON MOORE RD

DRAWN BY: AN DATE: 04/01/2024 SCALE: 1:100 RECOMMENDED BY: DATE: SHEET: I OF I APPROVED BY: DATE:

F:4215010054 O:4212010048 MAIN EXTENSION ROLL RD

**BEAUMONT, TEXAS** 





CKR: **ENGR** 



September 09, 2024

JARED BISHOP

PZ2024-275

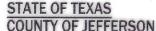
The City of Beaumont has reviewed your plat exemption inquiry. The proposed division of land appears to meet the minimum requirements of the City of Beaumont's subdivision regulations, specifically Section 26.03.007(b)(1), Exemptions for lot splits. A plat application to the City of Beaumont Planning Offices is not required. Should any changes to proposed subdivision occur, please resubmit a plat exemption inquiry form.

Section 26.03.007(b)(1) states "The requirements of this section shall not apply to the resubddivision of industrial lots or commercial lots when four (4) or fewer lots are involved and the resulting lots meet all the minimum lot area, width, and depth requirements of the zoning ordinance."

If you have any questions regarding platting processes and procedures please feel free to contact Planning staff at zoning@beaumonttexas.gov or by calling (409) 880-3100.

Sincerely,

Planning Division City of Beaumont, Texas



I, MICHELLE FALGOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER

#### STATE OF TEXAS **COUNTY OF JEFFERSON**

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE, OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 3

COMMISSIONER, PRECINCT 4

COUNTY JUDGE

#### STATE OF TEXAS COUNTY OF JEFFERSON

COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON \_\_\_\_\_ DAY OF \_\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_.M. AND DULY RECORDED ON THE \_\_\_\_\_ DAY OF

\_\_\_\_. 2024 AT \_\_\_\_\_O'CLOCK \_\_.M. IN CLERK'S FILE \_\_\_\_\_JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS.

COUNTY CLERK JEFFERSON COUNTY, TEXAS

#### STATE OF TEXAS COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I, BLAINE CAILLIER, TRUSTEE OF FIRST FINANCIAL BANK, LIENHOLDER OF A CALLED 3.2984 ACRE TRACT AS HEREON AND DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN CLERK'S FILE NO. 2018014290 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY DEDICATE TO JEFFERSON COUNTY THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND BURLED READED AND REPORT OF A SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY SHOWN HEREON, SAID TRACT AS SHOWN HEREON, AND DO HEREBY SHOWN HEREON, AND BO HEREBY SHOWN SHOWN HEREBY SHOWN SHOWN SHOWN HEREBY SHOWN SHOWN SHOWN SHOWN SHOWN SHOWN SHOWN SHOW PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS JEFFERSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF 3.298 ACRES IN LOT 3 INTO LOTS 3B-1 & 3B-2 OF GARTH INDUSTRIAL PARK.

WITNESS OUR HAND IN JEFFERSON COUNTY, TEXAS THIS THE \_\_\_\_\_ DAY OF September 2024.

SUBSCRIBED AND SWORN TO BEFORE ME BY Blaine Callie and given under my THIS 30th DAY OF Septem ber 2024

PUBLIC IN AND

MY COMMISSION EXPIRES: 4.20 - 2028

YADIRA DELFIN Motary Public, State of Texas Comm. Expires 4-20-2028 Notary ID 132443104 

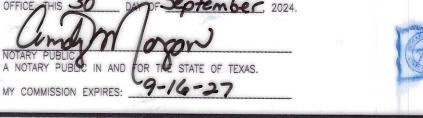
#### STATE OF TEXAS **COUNTY OF JEFFERSON**

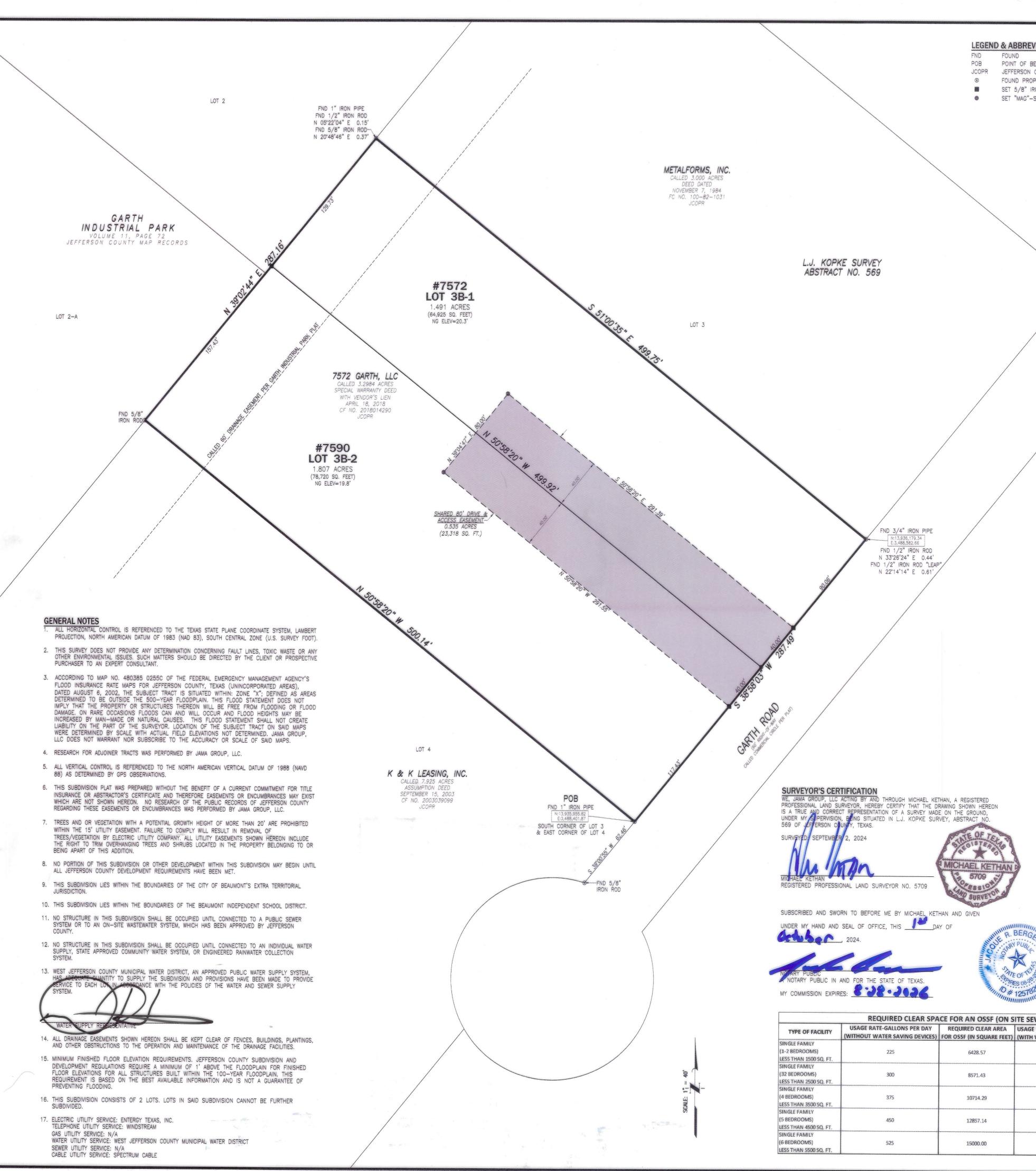
KNOW ALL MEN BY THESE PRESENTS, THAT I, BRNHETH LACOTE, MANAGER OF 7572 GARTH, LLC, OWNER OF A 3.2984 ACRE TRACT OF LAND AS CONVEYED TO US BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED APRIL 18, 2018 AND RECORDED IN CLERK'S FILE NO. 2018014290. JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, OUT OF THE L.J. KOPKE SURVEY, ABSTRACT NO. 569 JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID CALLED 3.2984 ACRES OF LAND, TO BE KNOWN AS REPLAT OF 3.298 ACRES IN LOT 3 INTO LOTS 3B-1 & 3B-2 OF GARTH INDUSTRIAL PARK IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETO FORE GRANTED AND DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

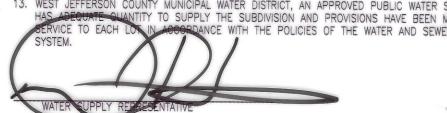
THIS IS TO CERTIFY THAT WE, 7572 GARTH, LLC, HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HERETOFORE ON FILE WITH THE JEFFERSON COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY.

WITNESS OUR HAND IN JEFFERSON COUNTY, TEXAS THIS THE 30 DAY OF September, 2024.

SWORN TO BEFORE ME BY JARED BISHOP AND GIVEN UNDER MY HAND AND SEAL OF SUBSCRIBED pr September 2024





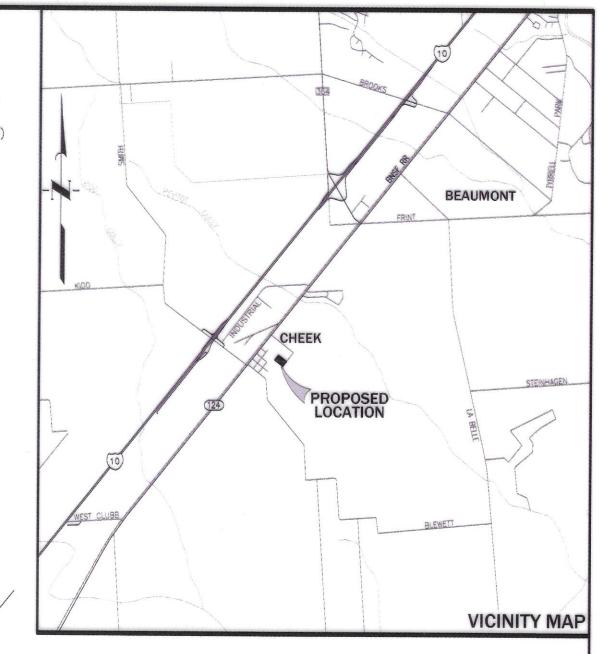


#### **EGEND & ABBREVIATIONS**

FND	FOUND
POB	POINT OF BEGINNING
JCOPR	JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS
۲	FOUND PROPERTY CORNER (AS LABELED)

SET 5/8" IRON ROD (WITH CAP "JAMA GROUP")

SET "MAG"-STYLE NAIL IN CONCRETE



#### LEGAL DESCRIPTION

BEING A 3.298 ACRE TRACT OF LAND AS SITUATED IN THE L.J. KOPKE SURVEY, ABSTRACT NO. 569, JEFFERSON COUNTY, TEXAS AND BEING ALL OF A CALLED 3.2984 ACRE TRACT AS CONVEYED TO 7572 GARTH, LLC BY A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED APRIL 18, 2018 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2018014290 OF THE JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS AND BEING OUT OF AND A PART OF LOT 3 OF THE GARTH INDUSTRIAL PARK AS SHOWN ON A PLAT FILED FOR RECORD UNDER VOLUME 11, PAGE 72 OF THE JEFFERSON COUNTY MAP RECORDS. SAID 3.298 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1-INCH IRON ROD PIPE FOUND IN THE WESTERLY RIGHT-OF-WAY OF

GARTH ROAD (CALLED COMMERCIAL CIRCLE PER SAID GARTH INDUSTRIAL PARK PLAT) FOR THE SOUTH CORNER OF SAID 7572 GARTH, LLC CALLED 3.2984 ACRE TRACT, THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, THE EAST CORNER OF A CALLED 7.925 ACRE TRACT AS CONVEYED TO K&K LEASING, INC. BY AN ASSUMPTION DEED DATED SEPTEMBER 15, 2003 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2003039099 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, THE SOUTH CORNER OF LOT 3, AND THE EAST CORNER OF LOT 4 OF SAID GARTH INDUSTRIAL PARK, FROM WHICH A 5/8-INCH IRON ROD FOUND FOR REFERENCE BEARS SOUTH 39'00'55" WEST, A DISTANCE OF 62.46 FEET. SAID PLACE OF BEGINNING HAS A TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, NORTH AMERICAN DATUM OF 1983 (NAD 83). SOUTH CENTRAL ZONE (U.S. SURVEY FOOT) VALUE OF NORTH: 13,935,955.82 AND EAST: 3,488,401.87;

THENCE, NORTH 50'58'20" WEST, A DISTANCE OF 500.14 FEET, ALONG THE SOUTHWEST LINE OF SAID 7572 GARTH, LLC CALLED 3.2984 ACRE TRACT, THE NORTHEAST LINE OF SAID K&K LEASING, INC. CALLED 7.925 ACRE TRACT, THE SOUTHWEST LINE OF LOT 3, AND THE NORTHEAST LINE OF LOT 4 OF SAID GARTH INDUSTRIAL PARK, TO A 5/8-INCH IRON ROD FOUND FOR THE NORTH CORNER OF SAME, THE NORTH CORNER OF SAID K&K LEASING, INC. CALLED 7.925 ACRE TRACT, THE WEST CORNER OF SAID 7572 GARTH, LLC CALLED 3.2984 ACRE TRACT, AND THE WEST CORNER OF LOT 3 OF SAID GARTH INDUSTRIAL PARK, SAME BEING LOCATED IN THE SOUTHEAST LINE OF LOT 2-A OF SAID GARTH INDUSTRIAL PARK. GARTH INDUSTRIAL PARK:

THENCE, NORTH 39'02'44" EAST, A DISTANCE OF 287.16 FEET, ALONG THE NORTHEAST LINE OF SAID 7572 GARTH, LLC CALLED 3.2984 ACRE TRACT, THE SOUTHEAST LINE OF LOT 2-A, THE SOUTHEAST LINE OF LOT 2, AND THE NORTHEAST LINE OF LOT 3 OF SAID GARTH INDUSTRIAL PARK, TO A 1-INCH IRON PIPE FOUND FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT, THE NORTH CORNER OF SAID 7572 GARTH, LLC CALLED 3.2984 ACRE TRACT, AND THE WEST CORNER OF A CALLED 3.000 ACRE TRACT AS CONVEYED TO METALFORMS, INC. BY A DEED DATED NOVEMBER 7, 1984 AND FILED FOR RECORD UNDER FILM CODE NO. 100-82-1031 OF SAID JEFFERSON COUNTY OFFICIAL PLIELIC RECORDS FROM WHICH A 1/2-INCH IRON POD FOUND FOR DEFERENCE RECORD PUBLIC RECORDS, FROM WHICH A 1/2-INCH IRON ROD FOUND FOR REFERENCE BEARS NORTH 05'22'04" EAST, A DISTANCE OF 0.15 FEET AND A 5/8-INCH IRON ROD FOUND FOR REFERENCE BEARS NORTH 20'28'46" EAST, A DISTANCE OF 0.37 FEET;

THENCE, SOUTH 51'00'35" EAST, A DISTANCE OF 499.75 FEET, ALONG THE NORTHEAST LINE OF SAID 7572 GARTH, LLC CALLED 3.2984 ACRE TRACT AND THE SOUTHWEST LINE OF SAID METALFORMS, INC. CALLED 3.000 ACRE TRACT AND THE SOUTHWEST LINE FOUND IN THE WESTERLY RIGHT-OF-WAY OF SAID GARTH ROAD FOR THE SOUTH CORNER OF SAID METALFORMS, INC. CALLED 3.000 ACRE TRACT, THE EAST CORNER OF THE HEREIN DESCRIBED TRACT, THE EAST CORNER OF SAID 7572 GARTH, LLC CALLED 3.2984 ACRE TRACT, SAME BEING LOCATED IN THE SOUTHEAST LINE OF LOT 3 OF SAID GARTH INDUSTRIAL PARK, FROM WHICH A 1/2-INCH IRON ROD FOUND FOR REFERENCE BEARS NORTH 33'26'24" EAST, A DISTANCE OF 0.44 FEET AND A 1/28-INCH IRON ROD FOUND (WITH CAP STAMPED "LEAP") FOR REFERENCE BEARS NORTH 22'14'14" EAST, A DISTANCE OF 0.61 FEET;

THENCE, SOUTH 38"58'03" WEST, A DISTANCE OF 287.49 FEET, ALONG THE WESTERLY RIGHT-OF-WAY OF SAID GARTH ROAD, THE SOUTHEAST LINE OF SAID 7572 GARTH, LLC CALLED 3.2984 ACRE TRACT, AND THE SOUTHEAST LINE OF LOT 3 OF SAID GARTH INDUSTRIAL PARK, TO THE PLACE OF BEGINNING, CONTAINING 3.298 ACRES OF LAND IN JEFFERSON COUNTY, TEXAS.

AD SDACE FOD AN OSSE (ON SITE SEMACE FACILITY)						
R DAY	R SPACE FOR AN OSSF (ON SITE SEWAGE FACILITY) DAY REQUIRED CLEAR AREA USAGE RATE-GALLONS PER DAY REQUIRED CLEAR A					
		(WITH WATER SAVING DEVICES)	FOR OSSF (IN SQUARE FEET)			
	6428.57	180	5142.86			
	8571.43	240	6857.15			
	10714.29	300	8571.43			
	12857.14	360	10285.72			
	15000.00	420	12000.00			

REPLAT

OF 3.298 ACRES OUT OF LOT 3 INTO LOTS 3B-1 & 3B-2

OF **GARTH INDUSTRIAL PARK** OUT OF THE L.J. KOPKE SURVEY

**ABSTRACT NO. 569** JEFFERSON COUNTY, TEXAS SEPTEMBER 2024

JAMA **GROUP LLC** 2860 IH-10 East Beaumont, Texas 77703 Office (409) 899-5050 TBPLS Firm #10130400

#### SECTION 4.2 EMPLOYMENT PROCESS

Notification of vacancies resulting from promotion, transfer, demotion, discharge, retirement, resignation or budgetary action should be sent to the Human Resources Department prior to filling the position. This notification shall consist of an updated job description outlining the essential functions and the minimum essential qualifications of the position, which has been signed by the Department Head/Elected Official. In general, notices of all job vacancies are posted, although Jefferson County reserves its discretionary right not to post a particular opening. In certain instances, such as intra-departmental reclassifications/promotions where employees within a specific department are being reclassified, upgraded or promoted, advance posting of such activities is not necessary. In these instances, once the Commissioners' Court approves the restructuring (if required), Department Heads/Elected Officials may assign personnel to the reclassified positions from employees within their departments whom they feel are best suited for the positions. In addition, when in the best interests of a department or the county, such as a critical skill or immediate needs of a department, as determined by the Department Heads/Elected Officials in conjunction with Human Resources, the "Employment Process" procedures may not apply.

The Human Resources Department will ensure that the job description is complete with correct salary, posting date, department, job title, and all changes in the job descriptions as provided by the Department Head/Elected Official and in accordance with the Americans With Disabilities Act and other federal and state laws.

The Human Resources Department in conjunction with the Department Head/Elected Official will determine the length of time for posting vacancies and where the vacancies will be advertised. The Human Resources Department will also activate appropriate outside recruiting sources.

Vacancies should normally be posted for a minimum of three days. The Human Resources Department is responsible for posting all vacancies as appropriate. A copy of all postings shall be forwarded to areas that are accessible to employees and the public. The postings should remain up until the closing date.

#### A. Methods for Filing Applications

- 1. Applications and resumes for employment, transfer, voluntary demotion and promotion shall be completed and submitted online on the Jefferson County Careers webpage at <u>https://www.governmentjobs.com/careers/jeffcotx</u> through the closing date of the vacancy. Applications will only be accepted for advertised positions.
- 2. The Human Resources Department, in conjunction with the Department Head/Elected Official, may decide to:
  - a. Re-post vacancies to ensure that a sufficient number of qualified applicants have applied.
  - b. Remove postings before the deadline date once a sufficient number of qualified applicants have applied.

3. A Jefferson County application should be completed before a candidate is interviewed and must be completed before a candidate is hired.

#### B. Establishment of a Qualified Group

- 1. A Human Resources Department representative may review/screen applications, administer pre-employment tests, and establish a qualified group of applicants to refer for a vacant position.
- 2. Only applicants meeting minimum requirements listed in the job description will normally be referred for an interview.
- 3. Departmental interviews are responsible for evaluating the following qualifications of applicants: (a) job-related education/training courses; (b) job knowledge; (c) abilities/skills; (d) job-related work experience; (e) ability to communicate. All questions asked during an interview must be job-related and the same questions should be asked of all applicants. It is recommended that a copy of all questions to be used during an interview be reviewed by Human Resources before the interview. The departmental interviewer should complete an interview summary on each person interviewed. This summary should be completed immediately after the interviews have been conducted. All forms and interview notes shall be returned to the Human Resources Department or uploaded via the applicant tracking system after all interviews have been completed. No notes should be made on the application and/or resume.
- 4. A representative of the Human Resources Department may participate in the departmental interviews at the request of the Department Head/Elected Official.
- 5. A representative of the Human Resources Department may check references for qualified applicants at the request of the employing department, or the reference check may be made by the department interviewer.
- 6. The departmental interviewer should rank all applicants interviewed on the applicant referral form (see Attachment B) and select the best match for the vacant position.
- 7. Department Heads/Elected Officials are responsible for approving applicants selected for employment via the applicant tracking system and a completed Personnel Status Change Form.

#### Section 4.2 - Continued

- 8. The Human Resources Department is responsible for notifying the applicant of his/her selection contingent upon the successful completion of a required post-employment offer drug/alcohol screening test for all applicants, physical therapy exam for applicant whose jobs will entail heavy physical activities, and a medical exam for Corrections Officers, Deputy Sheriffs, and Juvenile Detention Officers and any other conditional requirements. Human Resources will schedule the successful applicant for the necessary test/exams after the conditional offer of employment has been extended and accepted.
- 9. The Human Resources Department shall notify the employing department after receiving notification that the applicant has successfully completed the pre-employment screenings. A start date should then be set by the Department Head or designee.

**Note:** See Attachment C for a list of "Interviewing Do's and Don'ts"

#### C. Post-Employment Offer Examinations

Employment is contingent upon the successful completion:

- 1. Drug Screen for all potential hires and re-hires (regulars, part-time and temporaries) or part-time to full-time hires who have not had a drug screen within the last six (6) months.
- 2. Physical Therapy Pre-placement exam for all potential hires and rehires (regulars, part-time and temporary) whose jobs require heavy physical demands.
- 3. Medical Exam for Deputy Sheriffs, Corrections and Juvenile Detention Officers.
- 4. Department of Transportation (DOT) Physicals for jobs falling under DOT standards.
- 5. Background/Criminal History check, Driver's License check, etc.
- **Note:** Non-regular employees who are carried on the County's payroll, but who do not work for a period of six (6) months must be re-tested before returning to work.

#### D. Residency

All other qualifications being equal, citizens of Jefferson County will be given preference in employment for all County positions.

#### E. Non-Disclosure & Confidentiality Policy

It is the policy of Jefferson County that employees must maintain the confidentiality of ALL private or confidential information, documents, credit card information, trade secrets and personal information of any type and that such information may only be used for the intended business purpose. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Any other use of confidential and personal information is strictly prohibited and may result in immediate dismissal of employment.

#### SECTION 10.1

Annually, Department Heads/Elected Officials project compensation for their departments as part of the budget process. Commissioners' Court ultimately approves all departmental salary plans as part of the County's budget review process.

#### A. Pay Periods

- 1. Employees will be paid on a bi-weekly basis. There are normally 26 pay periods. Paychecks will normally be distributed every other Friday. The normal workweek starts at 12:01 a.m. on Sunday and ends at 12:00 midnight on Saturday.
- 2. If a holiday occurs on a Friday on which a payday falls, paychecks will be issued on the preceding day.
- 3. Pay advances of any type are not allowed.

#### **B.** Paid Holidays

The County regularly observes a number of holidays designated by Commissioners' Court by the end of the year for the succeeding year. To receive pay for a County holiday, an employee must work the working day before and working day after the holiday, if scheduled, be on approved vacation or compensatory time off, out on Family Medical Leave (FMLA) or, if ill and not on FMLA, the Department Head/Elected Official may require a written doctor's excuse for the day(s) absent. Employees working other than five/eight hour shifts will need to adjust their work schedule in a week where a holiday falls. For example, if an employee is working four/ten hour shifts, they will need to work an additional two hours during that week that the holiday will be taken in order to be paid forty hours. If the employee has accrued compensatory time off or wishes to use two hours of vacation they may do so in lieu of working the additional time. If none of the above options are used, the employee will be docked for time not worked. Overtime pay for employees scheduled to work on a Holiday is addressed in the Section 10.3, Overtime/Compensation time.

#### C. Religious Holidays

1. It is the intent of the County to make reasonable accommodations for the religious needs of employees, whenever possible.

2. Employees requesting time off for religious holidays other than those as County Holidays, will be permitted to take vacation leave or time off without pay as long as the leave does not interfere with the normal business operations and/or cause an undue hardship on the County. If vacation leave or personal time off has been exhausted, the employee may be allowed to take time off, without pay or use compensatory time. Any request for religious holiday use as provided in this section must be approved two (2) weeks prior to its incident.

#### D. Direct Deposit

#### 1. Purpose

In keeping with sound fiscal policy, effective March 1, 2005, all new County employees are required to receive paychecks by direct deposit unless specifically exempted.

#### 2. Policy

It is in the best interest of Jefferson County to enact mandatory direct deposit for both financial and administrative reasons. Direct deposit provides a number of benefits such as less chance of a lost check, reduced potential for theft or forgery, and funds are deposited in employees' accounts on payday.

All employees hired after March 1, 2005 are required to use direct deposit for their payroll unless they are otherwise exempted under this policy.

There are certain circumstances for which salary payment by check rather than direct deposit is necessary or suitable. These exceptions are explained in the Guidelines of this policy.

#### 3. Guidelines

- **a. Business Exemption**-The following circumstances constitute an exemption to the direct deposit rule:
  - 1. The first paycheck of an employee shall be by check.
  - 2. An employee's last paycheck may be by check to facilitate the checkout process and insure that County property is returned prior to departure. The preferred method will still be by direct deposit.
  - 3. An employee hired for less than ninety (90) days may be paid by check. If employment is extended, direct deposit is required unless a personal exemption (see below) is granted.
  - 4. Employees in repayment status (note, loan, etc) may receive a check to facilitate repayment. This option should only be used if a miscellaneous deduction or additional direct deposit is not feasible.

Employees not covered under a business exemption may request a hardship exemption on the "Application for Exemption from Payroll Direct Deposit" form. Possible exemptions for direct deposit include inability to have a bank account or the employee is unable to withdraw funds because he or she does not live or work near a bank. The supervisor and Auditing must approve exemptions.

County employees who have questions or need assistance with these guidelines may contact the Auditing Department.

#### E. Longevity Pay

Longevity pay is based on the number of continuous years of service with the county and paid out over 24 pay periods per year. Longevity is eligible to be paid upon completion of twelve (12) or more months of continuous employment. Most employees/Elected Officials are eligible to receive \$150.00 (\$6.25 per pay period) after the first year of employment. Employees/Elected Officials receive \$150.00 per year for each year of service up to a maximum of \$3,750.00 (\$156.25 per pay period) for twenty-five (25) years of continuous service. Longevity pay is not affected by percentage salary increases or cost-of-living adjustments. Part-time employees do not receive longevity pay.



# **OATH OF OFFICE** For Health Authorities in the State of Texas

I, <u>ELEAEDE MD</u>, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority (HA) of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant Affiant	DR Ede Preferred Name (e.g. "J. Paul Doe")			
Mailing Address* ZIP*	1 H9627 Texas Medical License Number*			
1 409-937-5029 Phone Number (Emergency/After Hours)*	Are you a deputy/backup HA?			
Eren. Ede c jeffcoty. US Email Address (Official, if you have one)*	Additional Email Address			
SWORN TO and subscribed before me this 4 day of 0 dober, 2024				
Melissa (	Uhi & den			
Signature of Person Administering Oath Moliz Ga Whiddon Printed Name				
Title				

(Seal)

\*=denotes required field

Revised by DSHS Division for Regional and Local Health Operations, October 29, 2021



# **Certificate of Appointment** for a Health Authority

The Health Authority has been appointed and approved by the:

(Put an "X" by the appropriate designation below)

(1 ut un X by the uppropriate designation below)	
Commissioners Court for JEFFELSON Cou	NH TY County
Governing Body for the Municipality of	
Director,	Health Department
Director,	_Public Health District
I, JEFFR. BRANKE	, acting in my capacity
as: (Put an "X" by the appropriate designation below) County Judge or Designee Mayor or Designee	
Non-physician and the Local Health Department Dire	ctor
do hereby certify the physician, <u>GEEAEDE</u> MD by the Texas Board of Medical Examiners, was duly appointed as the Health Authority Health Authority Designee	, who is licensed (check as applicable),
for the jurisdiction of JEFFERSON COUNTY	, Texas.
Date term of office begins, 20	
Date term of office ends, 20, unless rem	noved by law.
I certify to the above information on this the day of	, 20
ATTEST Quichaire Signature of Appointing Official	SSIONERS COR
DATE 10 -8 -24	27
Revised by DSHS Division of Regional and Local Hea	

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#### Instructions for Completing and Filing the Statement of Elected/Appointed Officer

**NOTE:** This form must be completed and signed by the newly appointed Health Authority **<u>BEFORE</u>** the Oath of Office and Certificate of Appointment forms can be completed and filed.

#### **GENERAL INFORMATION**

ALL information must be typed or written legibly.

This document may be sworn to before anyone authorized by <u>Texas Government Code §</u> <u>602.002</u> to administer oaths and affidavits. Commonly used officials include notaries public and judges. The seal of the person administering the oath should be visible. If the person is a notary public, <u>Texas Government Code §</u> 406.013 requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods."

#### COMPLETION OF THE STATEMENT OF ELECTED/APPOINTED OFFICER FORM

Upon making the sworn statement, the newly appointed Health Authority must enter their full name on the appropriate line, and enter the required signature, office to which appointed, and city/county to be served. The official witnessing the oath should complete the date the sworn statement is taken, and then enters their signature, printed name and title. The seal of the appointing official should be affixed in the area designated.

#### FILING OF THE STATEMENT OF ELECTED/APPOINTED OFFICER

Once the Statement of Elected/Appointed Officer has been completed and signed by both the Health Authority and the administering official, a copy should be mailed to the Regional Medical Director for the respective Public Health Region of the Texas Department of State Health Services ("DSHS").

Please direct any questions regarding this Statement of Elected/Appointed Officer form and instructions to your <u>DSHS Public Health Region office</u> or to the DSHS Division for Regional and Local Health Operations office in Austin at (512) 776-7770 or RLHO@dshs.texas.gov.

#### Instructions for Completing and Filing the Oath of Office

#### EXECUTION OF THE OATH OF OFFICE

Pursuant to <u>Texas Constitution art. XVI, § 1</u> (b) and (c), the Oath of Office may not be taken until a signed Statement of Elected/Appointed Officer has been completed and filed.

#### ADMINISTRATION OF THE OATH OF OFFICE

The Oath of Office may be administered by anyone authorized under the provisions of <u>Texas Government Code § 602.002</u>. Commonly used officials include notaries public and judges.

The seal of the person administering the Oath should be visible. If the person is a notary public, <u>Texas Government Code § 406.013</u> requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods."

#### COMPLETION OF THE OATH OF OFFICE FORM

After the Oath of Office has been administered by a properly designated official, the newly appointed Health Authority should enter their name in the appropriate area of the form, sign the form and enter their mailing address and telephone number. The person administering the oath should then enter the date on which the oath was administered, enter their signature, printed name and title. The seal of the person administering the oath should be affixed in the designated area of the form.

#### FILING OF THE OATH OF OFFICE

Once the Oath of Office form has been completed and signed by both the Health Authority and the administering official, a copy should be mailed to the Regional Medical Director for the respective Public Health Region of the Texas Department of State Health Services ("DSHS").

Please direct any questions regarding the Oath of Office form and instructions to your <u>DSHS</u> Public Health Region office or to the DSHS Division for Regional & Local Health Operations office in Austin at (512) 776-7770 or RLHO@dshs.texas.gov.



## THE STATE OF TEXAS

#### **Statement of Elected/Appointed Officer**

(Please type or print legibly)

EZEA EILE Ι

do solemnly swear (or

affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Affiant's Signature

**Printed Name** 

Which Elected/Appointed

FFERSON GUN?

**City and/or County** 

\* SWORN TO and subscribed before me by affiant on this 🖉

Signature of Person Authorized to Administer Oaths/Affidavits

Jonzales **Printed Name** 

Title

(Seal)

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