

**SPECIAL, 11/19/2019 10:30:00 AM**

BE IT REMEMBERED that on November 19, 2019, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

*Notice of Meeting and Agenda and Minutes*  
*November 19, 2019*

Jeff R. Branick, County Judge  
Eddie Arnold, Commissioner, Precinct One  
Brent A. Weaver, 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  
November 19, 2019**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **19th** day of **November 2019** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** 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:

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

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



## **PURCHASING:**

1. Receive and file bids for Invitation for Bid (IFB 19-056/YS), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County.

**SEE ATTACHMENTS ON PAGES 10 - 70**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

2. Consider and approve award, execute, receive and file Acceptance of Offer for (IFB 19-056/YS), Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County with Gulf Coast (a CRH Company) and Knife River Corporation – South; as shown on Attachment A.

**SEE ATTACHMENTS ON PAGES 71 - 75**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

3. Consider and approve, execute, receive and file a contract renewal for (IFB 18-051/YS), Term Contract for Morgue Transport Service for Jefferson County with Proctor's Mortuary for a first additional one (1) year term from November 28, 2019 to November 27, 2020.

**SEE ATTACHMENTS ON PAGES 76 - 76**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*November 19, 2019*

4. Consider and possibly approve a sole source exemption pursuant to Local Government Code 262.024(7)(A) to construct a Firearms Training Center from TRS Range Services for Jefferson County Correctional Facility.

**SEE ATTACHMENTS ON PAGES 77 - 106**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

5. Consider and approve, execute, receive and file a contract between TRS Range Services and Jefferson County for the construction of the Jefferson County Firearms Training Facility, for an estimated cost of \$1,558,225.00. Funding for this project is made possible by a donation from Enterprise Products Operating, LLC (EPO, LLC).

**SEE ATTACHMENTS ON PAGES 107 - 114**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

6. Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for (RFQ 19-046/JW) Telecommunications & Information Technology Performance Management Program for Jefferson County.

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

7. Consider and approve inter-department transfer of a 2009 Toyota Highlander VIN # JTEEW41A992037113 from Service Center to Road & Bridge #4 as authorized by Local Government Code §262.011 (j).

**SEE ATTACHMENTS ON PAGES 115 - 116**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **ADDENDUMS**

8. Consider and approve, execute, receive and file Change Order No. 4 for (IFB 17-043/JW), Siphon Control Structures at Oilcut Ditch and Salt Bayou at the Gulf Intracoastal Waterway for Jefferson County with BDS Constructors, LLC dba MK Constructors for an increase of \$297,050.00 to furnish and install four (4) timber braces and modify thirty-two (32) 8"x8" timber posts; bringing the total contract amount from \$7,515,368.20 up to \$7,812,418.20. This change order will increase the number of contract working days by (30) days; bringing the total number of working days from (142) days up to (172) days. This project is funded by grants from the National Fish and Wildlife Foundation (NFWF) and the North American Wetlands Conservation Act (NAWCA). Any construction cost not covered by these two grants will be funded from the County's settlement with BP or GO MESA.

**SEE ATTACHMENTS ON PAGES 117 - 121**

**Motion by: Commissioner Weaver**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Opposed: Commissioner Arnold**

**Action: APPROVED**

## **COUNTY AIRPORT:**

9. Consider and possibly grant approval for CASA of Southeast Texas to use Airport property on Saturday, December 14th, 2019 for a Santa Fun Run 5K charity event to raise money for programs that help neglected and abused children in Southeast Texas.

**SEE ATTACHMENTS ON PAGES 122 - 122**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY AUDITOR:**

10. Receive and file the Statewide Automated Victim Notification Service (SAVNS) Grant Contract between Jefferson County, Texas and the Office of the Attorney General for FY September 01, 2019 – August 31, 2020

**SEE ATTACHMENTS ON PAGES 123 - 149**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

11. Consider and approve the VINE (Victim Information & Notification Everyday) Program service agreement with Appriss for 09/01/19 - 08/31/20. Cost of contract is reimbursed by the Office of the Attorney General.

**SEE ATTACHMENTS ON PAGES 150 - 164**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

12. Consider and approve electronic disbursement for \$396,078.10 to LaSalle for revenue received from entities for inmate housing.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

13. Consider, approve and ratify grant agreement with Direct Relief in the amount of \$65,617 for purchase of medical equipment.

**SEE ATTACHMENTS ON PAGES 165 - 169**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

14. Regular County Bills – check #465627 through checks #465821.

**SEE ATTACHMENTS ON PAGES 170 - 177**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

15. Consider, possibly approve, authorize the County Judge to execute, receive and file a letter of agreement for the County to accept a donation of One Million five-hundred fifty-eight thousand Dollars (\$1,558,000.00) and receive the initial payment of \$400,000 of this donation for the construction of a new shooting range pursuant to Sec. 81.032, Local Government Code.

**SEE ATTACHMENTS ON PAGES 184 - 196**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

16. Consider, possibly approve, authorize the County Judge to execute, receive and file a Declaration of Restrictive Covenants regarding the shooting range located at the jail as consideration for the funds donated by Enterprise Products Operating LLC to construct the new gun range at the Jefferson County Correctional Facility. These covenants and restrictions are to be effective upon completion of the new shooting range pursuant to Sec. 81.032, Local Government Code.

**SEE ATTACHMENTS ON PAGES 197 - 228**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY TAX ASSESSOR-COLLECTOR:**

17. Consider and possibly approve Attachment D, RTS Workstation Lease Agreement, amending the Interlocal agreement between Jefferson County and the Texas Department of Motor Vehicles requesting an additional leased RTS workstation.

**SEE ATTACHMENTS ON PAGES 178 - 179**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

18. Consider and possibly approve a Resolution recognizing Gale Osborne for her 17 years of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

**SEE ATTACHMENTS ON PAGES 180 - 180**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **COUNTY TREASURER:**

19. Receive and File Revised Investment Schedule for September, 2019, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 181 - 183**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Weaver**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

## **VISITORS CENTER:**

20. Consider and possibly approve Jefferson County Tourism Committee Emergency Hotel Occupancy Tax grant allocation recommendations for 1st Responder Conferences/Blue HELP. Requested -\$24,000.00 Recommendation \$2,000. SEE ATTACHMENTS ON PAGES 229-236

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

**In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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



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

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

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

October 15, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-056/YS, Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County

**BID NO:** IFB 19-056/YS

**DUE DATE/TIME:** ~~11:00 AM CT Wednesday, November 13, 2019~~

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

Any questions relating to these requirements should be directed to Yea-Mei Sauer, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – October 16, 2019 and October 23, 2019



**IFB 19-056/YS**  
**Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for**  
**Jefferson County**  
**Bids due: 11:00 AM CT, Wednesday, November 13, 2019**

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**Bid Submissions:**

**Bidder is responsible for submitting:**

- One (1) *original* bid copy to include a completed copy of this specifications packet, in its entirety.
- Two (2) numbered bid *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.

**Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.**

**<https://www.co.jefferson.tx.us/Purchasing/>**

## Instructions to Bidders

### 1. Bid Submission

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

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

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

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

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

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

### 2. Bid Submissions During Time of Inclement Weather, Disaster, or Emergency

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

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

### 3. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.** Mondays and Tuesdays are particularly heavy days. Bidders are strongly urged to plan accordingly.

### 4. Preparation of Bids

The bid shall be legibly printed in ink or typed.

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

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

### 5. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

## 6. **County Holidays – 2019:**

January 1	Tuesday	New Year's
January 21	Monday	Martin Luther King, Jr. Day
February 18	Monday	President's Day
April 19	Friday	Good Friday
May 27	Monday	Memorial Day
July 4	Thursday	Independence Day
September 2	Monday	Labor Day
November 11	Monday	Veteran's Day
November 28 & 29	Thursday & Friday	Thanksgiving
December 24 & 25	Tuesday & Wednesday	Christmas
January 1, 2020	Wednesday	New Year's

## 7. **Rejection or Withdrawal**

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

## 8. **Emergency/Declared Disaster Requirements**

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

## 9. **Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting

specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

#### **10. Contract**

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

#### **11. Waiver of Subrogation**

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

#### **12. Fiscal Funding**

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

#### **13. Bid Results**

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

#### **14. Changes and Addenda to Bid Documents**

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

#### **15. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

#### **16. Delivery**

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

#### **17. Interpretation of Bid and/or Contract Documents**

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

**18. Currency**

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

**19. Pricing**

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

**20. Notice to Proceed/Purchase Order**

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

**21. Certification**

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

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

**22. Definitions**

"County" – Jefferson County, Texas.

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

**23. Minority-Women Business Enterprise Participation**

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

## General Conditions of Bidding and Terms of Contract

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

### 1. Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

**1.16 General Bid Bond/Surety Requirements.** Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

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

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

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

## **1.20 Confidential/Proprietary Information**

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

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

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

## **2. Performance**

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

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

**2.3 Delivery Location.** All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

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

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

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

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

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

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

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

**2.11 Patents and Copyrights.** The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

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

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

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



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

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

### **3. Purchase Orders and Payment**

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

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

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

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

### **4. Contract**

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

**4.2 Contract Agreement.** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

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

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

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

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

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

**4.8 Interest by Public Officials.** No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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

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

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

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

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

## **5. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses**

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

### **(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)**

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

### **(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)**

**Termination for Convenience:** Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

**Termination for Cause:** The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

**(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))**

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a

subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

**D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

**E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)**

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

#### **F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

#### **G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

#### **H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)**

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

#### **I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)**

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)**

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

#### **K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

#### **L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **M. ACCESS TO RECORDS**

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

#### **N. SEAL, LOGO AND FLAGS**

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

**O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

**Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

## Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

### 1. Bid Requirement

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

**Bidder is responsible for submitting one (1) original bid copy to include a completed copy of this specifications packet in its entirety; and two (2) numbered bid copies to include at a minimum all pages requiring completion and/or marked with instructions to be returned with bid submission and any other documentation requested within these specifications.**

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

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

### 2. Vendor Registration: SAM (System for Award Management).

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

**Bidders are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Bid Submission.**

### 3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

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

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

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

**FORM 1295 Exemptions:** What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

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



### 3. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission) – CONTINUED

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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

*Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.*

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

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

### 4. Multiple Vendor Award

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

### 5. Delivery

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

### 6. Payment

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

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

**Invoices shall be submitted to:** Jefferson County Auditing Department, Attention: Accounts Payable, 1149 Pearl Street, 7<sup>th</sup> floor, Beaumont, TX 77701.

### 7. Usage Reports

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

### 8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

**Minimum Insurance Requirements:**

**Public Liability, including Products & Completed Operations**      \$1,000,000

**Excess Liability**      \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**9. Workers' Compensation Insurance**

**9.1 Definitions:**

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

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

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

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

**9.3** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.

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

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

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

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

- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## Minimum Specifications

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The following requirements and specifications supersede General Requirements where applicable. Contact Yea-Mel Sauer, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us) regarding any questions or comments. Please reference bid number IFB 19-056/YS.

### Scope

Vendor shall provide Gray Limestone Base (Commonly referred to as 610 Base) for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional years **beginning on or about Date of Award**.

### Rail Rates

The County shall require written verification on any increase in rail rates. Orders will be placed on an as-needed basis for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

### Delivery

Truck delivery shall be quoted F.O.B., Jefferson County delivery zones as indicated on bid blank. Bidder bears freight charges. Hopper pickup material purchases shall be quoted F.O.B. trucks, shipping point.

### Vehicles

Any vehicle used to deliver material shall comply with the State law concerning the gross weight for such vehicle load, unless authorized by permit to exceed the legal weight.

### Certified Scales

The County shall reserve the right to reject the bid of any bidder who does not have "certified scales," which shall be certified by the Weights and Measurers of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales.

### Alternate Bids

Alternate bids are not solicited. Add nothing to this bid; unsolicited attachments may be discarded and have no bearing on this bid.

### Testing Samples

If a problem develops with Road Building Material during the year samples shall be taken by a third party laboratory representative in the presence of representatives from both the County and the successful bidder. If the results of such test reveal the samples submitted do not meet the specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Jefferson County's specifications. If the results of the test reveal the samples submitted meet Jefferson County's specification, the County will bear the cost of the test.

### Manufacturer's Safety Data Sheets

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries.

### Purchase as Needed

Jefferson County plans to use Gray Limestone (610 Base) on future projects. Quantities to be purchased will be on an "as needed" basis and may be affected by weather conditions or available funds.

Jefferson County plans to use the following items on future road projects. Quantities to be purchased will be on an as-needed basis and this may be affected by weather conditions or available funds.

### Product Specifications

Gray Limestone – 610 Base shall conform to the following:

**Specs. Gradation**

<b>Sieve Size</b>	<b>% Passing</b>
1½"	100
1"	90-100
¾"	70-95
3/8"	50-80
#4	30-65
#10	25-50
#40	10-26
#200	3-10

Compressive strength @ Lateral Pressure of 0 psi:	45 psi minimum
Compressive strength @ Lateral Pressure of 15 psi:	175 psi minimum
Plasticity Index	0
Bar Linear Shrinkage	TFX-107E
Linear Shrinkage	6%
Wet Ball Value	40 maximum

**Measuring**

Material shall be measured by normal stockpile weight, that is, by the ton of 2000 pounds dry weight as indicated on the bid blank.

**Hopper Location**

Hoppers shall list city and address of hopper location as well as hours of operation.

**Failure to Supply**

If after bid award is made, vendor is unable to supply Jefferson County with materials ordered, vendor shall fax the form letter provided by the County within two (2) hours of request stating why the material cannot be delivered. Jefferson County will then be able to go out on the open market for the materials that are needed until the vendor faxes another letter informing the County the materials are available again.

## Bidder Information Form

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

**Bid Name & Number:** Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County (IFB 19-056/YS)

**Bidder's Company/Business Name:** TEXAS MATERIALS dba GULF-CONST, a CRH company

**Bidder's TAX ID Number:** 1-58-140-1466-601

**Contact Person:** Rebecca Rutledge **Title:** MATERIALS SALES MANAGER

**Phone Number (with area code):** 409 284 2600

**Alternate Phone Number if available (with area code):** 409 866 1444

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

**Email Address:** Rebecca.Rutledge@gc-texas.com

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

PO Box 20779  
Address  
BEAUMONT, TX 77720  
City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

TEXAS MATERIALS / GULF COAST  
Company Name

PO BOX 20779  
Address

BRAUMONT TX 77720  
City State Zip

Rebecca Rutledge  
Signature of Person Authorized to Sign

Rebecca Rutledge  
Printed Name

MATERIALS SALES MANAGER  
Title

For clarification of this offer, contact:

Rebecca Rutledge  
Name

409 284 2600  
Phone Fax

Rebecca.Rutledge@gc-texas.com  
E-mail

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

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The Offer is hereby accepted for the following items: Gray Limestone (Commonly Referred to as 610 Base).  
Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 19-056/YS, Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

  
\_\_\_\_\_  
Jeff R. Branick  
County Judge

  
\_\_\_\_\_  
Date

**Attest:**

  
\_\_\_\_\_  
Carolyn L. Guidry  
County Clerk



**Bidder Shall Return Completed Form with Offer.**



## Bid Form

**Minimum Orders will not be accepted.**

**Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated.**

**Bidders: Please be sure to include full address(es) and hours of operation for Hopper Pick-Up locations.**

		Price per Ton, Tandem Dump	Price per Ton, Trailer
<b>A.</b>	<b>Gray Limestone Base – delivered from vendor's hopper to job site.</b>		
	1. 1-10 miles	\$ 36. <sup>75</sup>	\$ 36. <sup>75</sup>
	2. 11-20 miles	\$ 39. <sup>45</sup>	\$ 36. <sup>75</sup>
	3. 21-30 miles	\$ 42. <sup>60</sup>	\$ 31. <sup>75</sup>
	4. 31+ miles	\$ 44. <sup>95</sup>	\$ 39. <sup>75</sup>
<b>B.</b>	<b>Hopper Pick-up</b>		
	<b>Location</b>	<b>Address</b>	<b>Price per Ton</b>
	1. Beaumont	860 PINE ST	\$ 31. <sup>75</sup>
	2. Port Neches		\$
	3. Port Arthur		\$
	4. Other		\$
	5. Other		\$
Hours of Hopper Operation:			MON-FRI 7:AM-4:PM
Loose weight in LBS/C.Y.:			2500 lbs /cy

**Acknowledgment of Addenda (if any):**

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

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

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

**Bidder Shall Return Completed Form with Offer.**

## Vendor References

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

**THIS FORM MUST BE RETURNED WITH YOUR BID.**

### REFERENCE ONE

Government/Company Name: Orange County  
 Address: PO Box 399; Orange, TX 77630  
 Contact Person and Title: Clark Slacum / County Engineer  
 Phone: 409 882 1905 Fax: 409 670 4106  
 Email Address: \_\_\_\_\_ Contract Period: 12/18/19 - 12/17/20  
 Scope of Work: ROAD MATERIALS CONTRACT

### REFERENCE TWO

Government/Company Name: Harris County  
 Address: PO Box 850; Kountze, TX  
 Contact Person and Title: Misty Sims / Purchasing Agent  
 Phone: 409 246 5123 Fax: 409 246 3208  
 Email Address: \_\_\_\_\_ Contract Period: 8/27/19 - 2/29/20  
 Scope of Work: ROAD MATERIALS

### REFERENCE THREE

Government/Company Name: City of Beaumont  
 Address: PO Box 3857; Beaumont, TX 77704  
 Contact Person and Title: PL. JOE MAJDALANI, PE  
 Phone: 409 880 3725 Fax: 409 880 3732  
 Email Address: \_\_\_\_\_ Contract Period: 5/1/19 - 4/30/20  
 Scope of Work: ROAD MATERIALS

**Bidder Shall Return Completed Form with Offer.**

## Signature Page

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

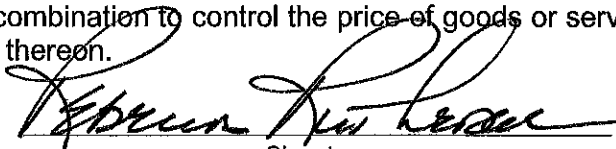
Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... Yes ☒ No ☐

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

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

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

TEXAS MATERIALS, dba GULF CONST  
Bidder (Entity Name)

  
Signature

PO Box 20779  
Street & Mailing Address

REBECCA RUTLEDGE  
Print Name

BEAUMONT, TX 77720  
City, State & Zip

11/11/19  
Date Signed

409 284 2600  
Telephone Number

409 866 1032  
Fax Number

Rebecca.Rutledge@gc-texas.com  
E-mail Address

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><i>Rebecca Rutledge</i></p>		
<p><b>2</b> <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;"><i>NONE</i></p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p style="font-size: 1.2em;"><i>Rebecca Rutledge</i></p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%; text-align: center;"> <p style="font-size: 1.2em;"><i>11/11/19</i></p> <p style="font-size: 0.8em;">Date</p> </div> </div>		

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**

## Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</small></p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>  <div style="font-size: 1.5em; text-align: center;">NONE</div>	Date Received     
<b>2</b>	<b>Office Held</b>  	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>  	
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>  <div style="margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____  Date Gift Accepted _____ Description of Gift _____  Date Gift Accepted _____ Description of Gift _____  </div> <p style="text-align: center; margin-top: 10px;">(attach additional forms as necessary)</p>	
<b>6</b>	<b>AFFIDAVIT</b>  <p style="text-align: center; font-size: 0.8em;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <div style="text-align: right; margin-top: 20px;"> _____  Signature of Local Government Officer </div> <p style="margin-top: 20px;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px; font-size: 0.8em;"> <div>_____ Signature of officer administering oath</div> <div>_____ Printed name of officer administering oath</div> <div>_____ Title of officer administering oath</div> </div>	

Adopted 8/7/2015

## Good Faith Effort (GFE) Determination Checklist

***This information must be submitted with your bid.***

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

☐ Yes ☒ No

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

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

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

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

*Rebecca Rutledge*

Printed Name of Authorized Representative

*Rebecca Rutledge*

Signature

*MATERIALS SALES MANAGER*

Title

*11/11/19*

Date

**Bidder Shall Return Completed Form with Offer.**

## Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

***This information must be submitted with your bid.***

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

☐ Yes ☒ No

**Instructions for Prime Contractor/Consultant:** Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: TEXAS MATERIALS / GULF COAST HUB: p Yes ☒ No

Address: PO BOX 20779 BEAUMONT TX 77720  
Street City State Zip

Phone (with area code): 409 866 1444 Fax (with area code): 409 866 1032

Project Title & No.: ROAD MATERIALS / #610 LIMESTONE BASE

Prime Contract Amount: \$

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

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

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

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

Street	City	State	Zip
--------	------	-------	-----

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

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

Description of Subcontract Work to be Performed:





Printed Name of Contractor Representative      Signature of Representative      Date

Printed Name of HUB

Signature of Representative

Date \_\_\_\_\_

**NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.**

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

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

*This information must be submitted with your bid.*

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

☐ Yes ☒ No

Prime Contractor: TEXAS MATERIALS/GULF COAST HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): CORPORATION

Address: PO Box 20779 BEAUMONT TX 77720  
Street City State Zip

Phone (with area code): 409 866 1444 Fax (with area code): 409 866 1032

Project Title & No.: #610 LIMESTONE BASE IFB/RFP No.: IFB 19-056/YS

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

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

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

### FOR HUB OFFICE USE ONLY:

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

### PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

Address: Street City State Zip

Contact person: Title:

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

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

Description of Subcontract Work to be Performed:

**Bidder Shall Return Completed Form with Offer.**



## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 2 OF 4**

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

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

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

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

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

Street	City	State	Zip

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

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

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

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

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

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

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

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

Street	City	State	Zip

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

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

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

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

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

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 3 OF 4**

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

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

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

- ☐ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: NO OPPORTUNITIES FOR SUB-CONTRACTORS

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

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

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

Subcontractor Name:

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

Street	City	State	Zip

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

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

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

Description of Subcontract Work to be Performed:

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

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

Street	City	State	Zip

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

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

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

Description of Subcontract Work to be Performed:

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 4 OF 4**

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

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

Street	City	State	Zip
--------	------	-------	-----

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

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

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

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

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

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

Street	City	State	Zip

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

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

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

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

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

Name (print or type): KEBECCA KUTLER

Title: MATERIALS SALES MANAGER

Signature: 

Date: 11/11/19

E-mail address: Rebecca.Rutledge@gc-texas.com

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

Name (print or type): Theresa McDonald

Title: ACCOUNTS RECEIVABLE

Date: 11/11/19

E-mail address: theresa.mcdonald@gc-texas.com

**Bidder Shall Return Completed Form with Offer.**

## Residence Certification/Tax Form

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

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

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

Taxpayer Identification Number (T.I.N.):	1-58-140-1466-601
Company Name submitting bid/proposal:	TEXAS MATERIALS / GULF COAST
Mailing address:	PO Box 20779; BEAUMONT, TX 77720
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
7000000 / 027175	12907 Hwy 90; BEAUMONT, TX
231218-000-024000-00000-9	WASHINGTON BLVD; BEAUMONT, TX

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

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

**Bidder Shall Return Completed Form with Offer.**

## House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Rebecca Rutledge  
Signature of Company Representative

Date

11/11/19

On this 11th day of November, 2019, personally appeared

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

Notary Seal

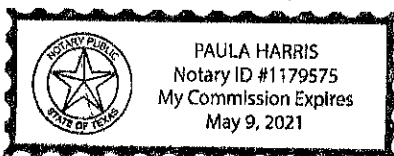
Paula Harris

Notary Signature

11-11-19

Date

**Bidder Shall Return Completed Form with Offer.**



## Senate Bill 252 Certification

---

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

TEXAS MATERIALS / GULF COAST  
Company Name

IFB 19-056 YS  
IFB/RFP/RFQ number

Certification check performed by:

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

\_\_\_\_\_  
Date

**Bidder Shall Return Completed Form with Offer.**

## Bid Affidavit

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

STATE OF TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared Rebecca Rutledge, who  
(name)

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

"I, Rebecca Rutledge am a duly authorized officer of/agent  
(name)  
for TEXAS MATERIALS / GULF COAST and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said TEXAS MATERIALS / GULF COAST.  
(name of firm)

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

Name and address of bidder: TEXAS MATERIALS / GULF COAST  
PO Box 20779; BEAUMONT, TX

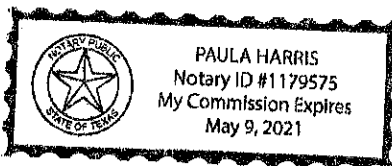
Fax: \_\_\_\_\_ Telephone# 409 866 1444

by: Rebecca Rutledge Title: MATERIALS SALES MANAGER  
(print name)

Signature: Rebecca Rutledge

SUBSCRIBED AND SWORN to before me by the above-named Rebecca Rutledge on

this the 11th day of November, 2019.



Paula Harris  
Notary Public in and for  
the State of Texas

**Bidder Shall Return Completed Form with Offer.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401  www.LibertyMutual.com	CONTACT NAME:	Valerie Reece	
	PHONE (A/C, No, Ext):	513-867-3822	FAX (A/C, No):
	E-MAIL ADDRESS:	Oldcastle.certs@LibertyMutual.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company		23035
	INSURER B: Liberty Insurance Corporation		42404
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 50701743

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2-C81-004095-119  XCU Coverage Included	9/1/2019	9/1/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-C81-004095-129  AS2-C81-054502-529 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-C8D-004095-029 All except OH, ND, WA, WY  WC7-C81-004095-019 WI, MN	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: (IFB 14-033/JW), Re-bld Term Contract for Road Building Materials for Jefferson County  
 Jefferson County is listed as additional insured with regards to the general liability and automobile liability policies, where required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Reece

*Valerie J. Reece*

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ACORD 25 (2016/03)

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P.O. Box 20779 Beaumont, Texas 77720

Jefferson Co Purchase

1149 Retail

Beaumont, TX 77701

Received 11/24/19

Power 2:47 am

Gray Base  
#610 Base

1FB 19-056/Y5

## Bidder Information Form

---

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

**Bid Name & Number:** Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County (IFB 19-056/YS)

**Bidder's Company/Business Name:** Knife River Construction - South

**Bidder's TAX ID Number:** 74-2656761

**Contact Person:** Albert Wamack **Title:** Sales Manager

**Phone Number (with area code):** (409) 791-1792

**Alternate Phone Number if available (with area code):** (409) 842.2100

**Fax Number (with area code):** (409) 842-9393

**Email Address:** albert.wamack@kniferiver.com

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

P.O. Box 20257

Address

Beaumont, Texas 77720

City, State, Zip Code

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

Knife River Corporation - South

Company Name

P.O.Box 20257


Address

Beaumont, TX 77720

City

State

Zip

  
Signature of Person Authorized to Sign

Toby Burns

Printed Name

General Manger

Title

Knife River Corp. South

For clarification of this offer, contact:

Albert Wamack

Name

(409) 791-1792 (409) 842-9393

Phone

Fax

Albert.Wamack@Kniveriver.com

E-mail

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

The Offer is hereby accepted for the following items: Gray Limestone (Commonly Referred to as 610 Base). Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 19-056/YS, Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**Countersigned:**

\_\_\_\_\_  
Jeff R. Branick  
County Judge

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Carolyn L. Guidry  
County Clerk

**Bidder Shall Return Completed Form with Offer.**

## Bid Form

**Minimum Orders will not be accepted.**

**Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated.**

**Bidders: Please be sure to include full address(es) and hours of operation for Hopper Pick-Up locations.**

		Price per Ton, Tandem Dump	Price per Ton, Trailer
<b>A.</b>	<b>Gray Limestone Base – delivered from vendor's hopper to job site.</b>		
	1. 1-10 miles	\$	\$ No Bid
	2. 11-20 miles	\$	\$ No Bid
	3. 21-30 miles	\$	\$ No Bid
	4. 31+ miles	\$	\$ No Bid
<b>B.</b>	<b>Hopper Pick-up</b>		
	<b>Location</b>	<b>Address</b>	<b>Price per Ton</b>
	1. Beaumont		\$
	2. Port Neches		\$
	3. Port Arthur		\$
	4. Other	Bridge City	\$ 38.00
	5. Other		\$
		<b>Hours of Hopper Operation:</b>	
		<b>Loose weight in LBS/C.Y.:</b>	

**Acknowledgment of Addenda (if any):**

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

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

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

**Bidder Shall Return Completed Form with Offer.**

## Vendor References

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

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

### REFERENCE ONE

Government/Company Name: Allco, LTD

Address: PO Box 3684 Beaumont, TX 77704

Contact Person and Title: Marybeth

Phone: 409.860.4459 Fax: \_\_\_\_\_

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

Scope of Work: Deliver Road Material

### REFERENCE TWO

Government/Company Name: APAC - Texas Beaumont

Address: PO Box 20779 Beaumont, TX 77720

Contact Person and Title: Kim Work

Phone: 409.866.1444 Fax: \_\_\_\_\_

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

Scope of Work: Deliver Road Material

### REFERENCE THREE

Government/Company Name: J&L General Contractors, Inc.

Address: 1988 FM 365 West, Beaumont, TX 77705

Contact Person and Title: Darcy

Phone: 409.796.1344 Fax: \_\_\_\_\_

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

Scope of Work: Deliver Road Material

**Bidder Shall Return Completed Form with Offer.**

## Signature Page

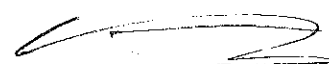
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

<u>Knife River Corporation - South</u> Bidder (Entity Name)	 Signature
<u>P.O. Box 20257</u> Street & Mailing Address	<u>Toby C. Burns</u> Print Name
<u>Beaumont, TX 77720</u> City, State & Zip	<u>11/7/2019.</u> Date Signed
<u>(409) 842-2100</u> Telephone Number	<u>(409) 842-9393</u> Fax Number
<u>toby.burns@kniferiver.com</u> E-mail Address	

**Bidder Shall Return Completed Form with Offer.**

## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 5px;"> Date Received </td> </tr> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 40px;"><i>Knife River Corporation - South</i></p>				
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>				
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____ Name of Officer</p> <p style="font-size: 0.8em;">This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>				
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-top: 1px solid black; width: 100%;"></div> Signature of vendor doing business with the governmental entity </div> <div style="width: 45%; text-align: center;"> <div style="font-size: 1.5em; margin-bottom: 5px;"><i>11/7/2019</i></div> <div style="border-top: 1px solid black; width: 100%;"></div> Date </div> </div>				

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**



## Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 40px;"><i>Knife River Corporation - South</i></p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 1.5em; margin-left: 100px;"><i>N/A</i></p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p> <p style="margin-left: 40px;">This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p style="text-align: center; font-size: 1.5em;"><i>[Signature]</i></p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p style="text-align: center; font-size: 1.5em;"><i>11-7-19</i></p> <p style="text-align: center;">Date</p> </div> </div>		

Adopted 8/7/2015

**Bidder Shall Return Completed Form with Offer.**

## Good Faith Effort (GFE) Determination Checklist

*This information must be submitted with your bid.*

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

☐ Yes ☒ No

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

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

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

**If "No" was selected, please explain and include any pertinent documentation with your bid.**

**If necessary, please use a separate sheet to answer the above questions.**

Toby Burns

Printed Name of Authorized Representative

Signature

General Manager White Pine Corp-South

Title

Date

11.7.15

**Bidder Shall Return Completed Form with Offer.**

## Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

*This information must be submitted with your bid.*

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

☐ Yes ☒ No

**Instructions for Prime Contractor/Consultant:** Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

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

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

***This information must be submitted with your bid.***

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

☐ Yes ☒ No

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

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

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

Street City State Zip

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

## PART I. HUB SUCONTRACTOR DISCLOSURE

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

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

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

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

Street	City	State	Zip
--------	------	-------	-----

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

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

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

Description of Subcontract Work to be Performed:

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 2 OF 4**

## HUB SUBCONTRACTOR DISCLOSURE

**PART I: Continuation Sheet**

**(Duplicate as Needed)**

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

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

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

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

Street	City	State	Zip

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

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

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

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

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

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

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

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

Street	City	State	Zip
--------	------	-------	-----

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

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

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

Description of Subcontract Work to be Performed:

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

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

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

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

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

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

Street	City	State	Zip

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

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

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

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

Subcontractor Name:

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

Street	City	State	Zip
--------	------	-------	-----

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

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

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

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

**Bidder Shall Return Completed Form with Offer.**

## Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

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

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

Street	City	State	Zip

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

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

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

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

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

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

Street	City	State	Zip

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

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

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

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

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

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

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

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

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

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

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

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

Title:

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

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

**Bidder Shall Return Completed Form with Offer.**

## Residence Certification/Tax Form

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

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

☒ I certify that Knife River Corp - South [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	74-2656761
Company Name submitting bid/proposal:	Knife River Corporation - South
Mailing address:	P.O. Box 20257 Beaumont, TX 77720
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

**Bidder Shall Return Completed Form with Offer.**



## House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

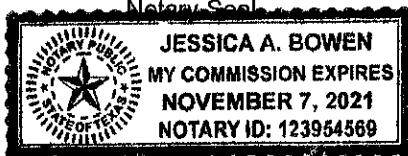
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

[Signature]  
Signature of Company Representative

11.7.19  
Date

On this 7th day of November, 2019, personally appeared

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



[Signature]  
Notary Signature

11/7/19  
Date

**Bidder Shall Return Completed Form with Offer.**

## Senate Bill 252 Certification

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

Knife River Corporation - South  
Company Name

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

Certification check performed by:

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

\_\_\_\_\_  
Date

**Bidder Shall Return Completed Form with Offer.**



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

### LEGAL NOTICE Advertisement for Invitation for Bids

October 15, 2019

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 19-056/YS, Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.**

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County

**BID NO:** IFB 19-056/YS

**DUE DATE/TIME:** 11:00 AM CT, Wednesday, November 13, 2019

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

Any questions relating to these requirements should be directed to Yea-Mei Sauer, [ysauer@co.jefferson.tx.us](mailto:ysauer@co.jefferson.tx.us).

Jefferson County encourages Disadvantaged Business Enterprises to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services. Individuals requiring special accommodations are requested to contact our office at 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

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

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – October 16, 2019 and October 23, 2019

Knife River

Jefferson County Purchasing Department  
1149 Pearl Street, 1st Floor  
Beaumont, TX 77701  
IFB 19-056/YS

rec 11/0/2019

9:10 AM

ysauer

## ATTACHMENT A

IFB 19-056/YS

Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County

	Gulf Coast, a CRH Company		Knife River Corporation - South	
A. Gray Limestone Base - delivered from vendor's hopper to job site.	Price per ton, tandem dump	Price per ton, trailer	Price per ton, tandem dump	Price per ton, trailer
1. 1 - 10 miles	\$36.75	\$36.75		No Bid
2. 11 - 20 miles	\$39.45	\$36.75		No Bid
3. 21 - 30 miles	\$42.60	\$37.75		No Bid
4. 31 + miles	\$44.95	\$39.75		No Bid
B. Hopper Pick Up	Gulf Coast, a CRH Company		Knife River Corporation - South	
Location	Address	Price per ton	Address	Price per ton
1. Beaumont	860 Pine Street	\$31.75		
2. Port Neches				
3. Port Arthur				
4. Other			Bridge City	\$38.00
5. Other				
Hours of Hopper Operation	Mon-Fri, 7am - 4 pm			
Loose weight in lbs/cy	2500 lbs/cy			
Gulf Coast, a CRH Company		Knife River Corporation - South		
PO Box 20779		PO Box 20257		
Beaumont TX 77720		Beaumont TX 77720		
attn: Rebecca Rutledge		attn: Toby C. Burns		
<a href="mailto:Rebecca.Rutledge@gc-texas.com">Rebecca.Rutledge@gc-texas.com</a>		<a href="mailto:toby.burns@kniferiver.com">toby.burns@kniferiver.com</a>		
ph: 409-284-2600		ph: 409-842-9393		

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

TEXAS MATERIALS / GULF COAST  
Company Name

PO BOX 20779  
Address

BEAUMONT TX 77720  
City State Zip

Rebecca Rutledge  
Signature of Person Authorized to Sign

Rebecca Rutledge  
Printed Name

MATERIALS SALES MANAGER  
Title

For clarification of this offer, contact:

Rebecca Rutledge  
Name

409 284 2600  
Phone Fax

Rebecca.Rutledge@gc-texas.com  
E-mail

**Bidder Shall Return Completed Form with Offer.**

## Acceptance of Offer

The Offer is hereby accepted for the following items: Gray Limestone (Commonly Referred to as 610 Base). Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 19-056/YS, Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

### Countersigned:

\_\_\_\_\_  
Jeff R. Branick  
County Judge

\_\_\_\_\_  
Date

### Attest:

\_\_\_\_\_  
Carolyn L. Guidry  
County Clerk

**Bidder Shall Return Completed Form with Offer.**

# OFFER AND ACCEPTANCE FORM

## OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

Knife River Corporation - South

Company Name

P.O.Box 20257

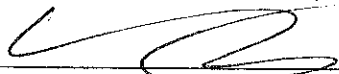
Address

Beaumont, TX 77720

City

State

Zip

  
Signature of Person Authorized to Sign

Toby Burns

Printed Name

General Manger

Title

Knife River Corp. South

For clarification of this offer, contact:

Albert Wamack

Name

(409) 791-1792 (409) 842-9393

Phone

Fax

Albert.Wamack@Kniveriver.com

E-mail

**Bidder Shall Return Completed Form with Offer.**



## Acceptance of Offer

The Offer is hereby accepted for the following items: Gray Limestone (Commonly Referred to as 610 Base).  
Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 19-056/YS, Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

\_\_\_\_\_  
Jeff R. Branick  
County Judge

\_\_\_\_\_  
November 19, 2019  
Date

Attest:

\_\_\_\_\_  
Carolyn L. Guldry  
County Clerk



**Bidder Shall Return Completed Form with Offer.**

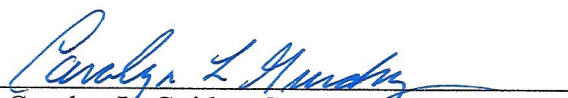
**CONTRACT RENEWAL FOR IFB 18-051/YS  
TERM CONTRACT FOR MORGUE TRANSPORT SERVICE FOR  
JEFFERSON COUNTY**

The County entered into a contract with Proctor's Mortuary for one (1) year, from November 29, 2018 to November 28, 2019, 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 28, 2019 to November 27, 2020.

ATTEST:


JEFFERSON COUNTY, TEXAS

  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:  
Proctor's Mortuary

  
(Name)



US008313103B2

(12) **United States Patent**  
**O'Neal et al.**

(10) **Patent No.:** **US 8,313,103 B2**  
 (45) **Date of Patent:** **Nov. 20, 2012**

(54) **PORTABLE PROJECTILE TRAP ASSEMBLY**

(76) Inventors: **Kerry O'Neal**, Eagle, ID (US); **Noreen Powers**, Johns Island, SC (US)

(\*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 239 days.

(21) Appl. No.: **12/730,052**

(22) Filed: **Mar. 23, 2010**

(65) **Prior Publication Data**

US 2011/0037227 A1 Feb. 17, 2011

**Related U.S. Application Data**

(60) Provisional application No. 61/233,753, filed on Aug. 13, 2009.

(51) **Int. Cl.**  
**F41J 13/00** (2009.01)

(52) **U.S. Cl.** ..... 273/410; 273/407; 273/404

(58) **Field of Classification Search** ..... 273/403-410  
 See application file for complete search history.

(56) **References Cited**

**U.S. PATENT DOCUMENTS**

2,535,280	A *	12/1950	Gartrell	273/404
3,404,887	A *	10/1968	Dundr	273/410
4,512,585	A *	4/1985	Baravaglio	273/410
4,773,653	A *	9/1988	Unverzagt	273/404
4,819,946	A *	4/1989	Kahler	273/404
4,821,620	A *	4/1989	Cartee et al.	273/410
4,856,791	A *	8/1989	McQuade	273/410
5,040,802	A *	8/1991	Wojcinski et al.	273/410

5,366,105	A *	11/1994	Kerman et al.	220/62.11
5,564,712	A *	10/1996	Werner	273/410
5,607,163	A *	3/1997	Nesler	273/410
5,822,936	A *	10/1998	Bateman	52/281
5,988,647	A *	11/1999	Porter et al.	273/410
6,526,861	B1 *	3/2003	Gruber	273/410
6,530,572	B1 *	3/2003	Overley	273/410
6,715,761	B1 *	4/2004	Moberg	273/410
7,434,810	B2 *	10/2008	DeMille et al.	273/404
7,967,296	B1 *	6/2011	Halverson	273/410
2005/0022658	A1 *	2/2005	Bateman et al.	89/36.01
2006/0208425	A1 *	9/2006	Lambert et al.	273/410

**FOREIGN PATENT DOCUMENTS**

DE	3734439	A1 *	4/1989
EP	332273	A1 *	9/1989

\* cited by examiner

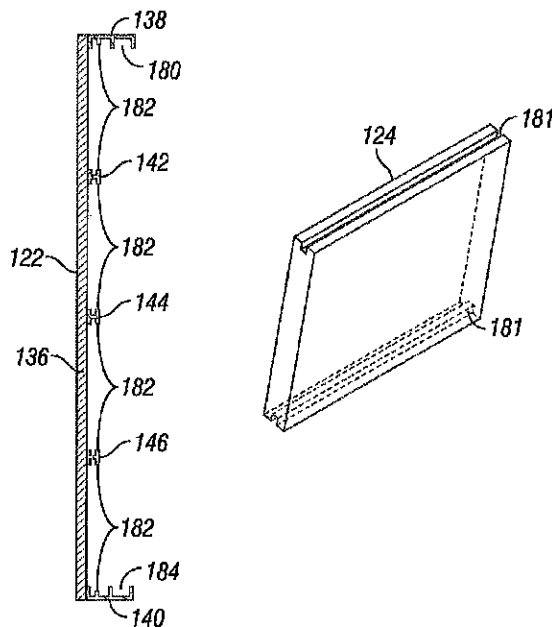
*Primary Examiner* — Mark Graham

(74) *Attorney, Agent, or Firm* — Parsons Behle & Latimer

(57) **ABSTRACT**

A portable projectile trap assembly includes a modular target assembly having a frame configured to retain a plurality of backstop panels. The plurality of backstop panels are removably mounted on a front side of the frame forming a planar backstop, and a front panel of resilient material is removably mounted to and covers the front side of the planar backstop opposite the frame. The front panel is spaced from the planar backstop to form an air gap between the backstop and the front panel. When a projectile is fired at the target assembly, the projectile passes through the front panel and impacts against and is stopped by the backstop. The target assembly is attached to a support mast at the rear side of the frame; the support mast is attached to a mobile base supporting the target assembly in a vertical orientation above the mobile base.

**21 Claims, 7 Drawing Sheets**



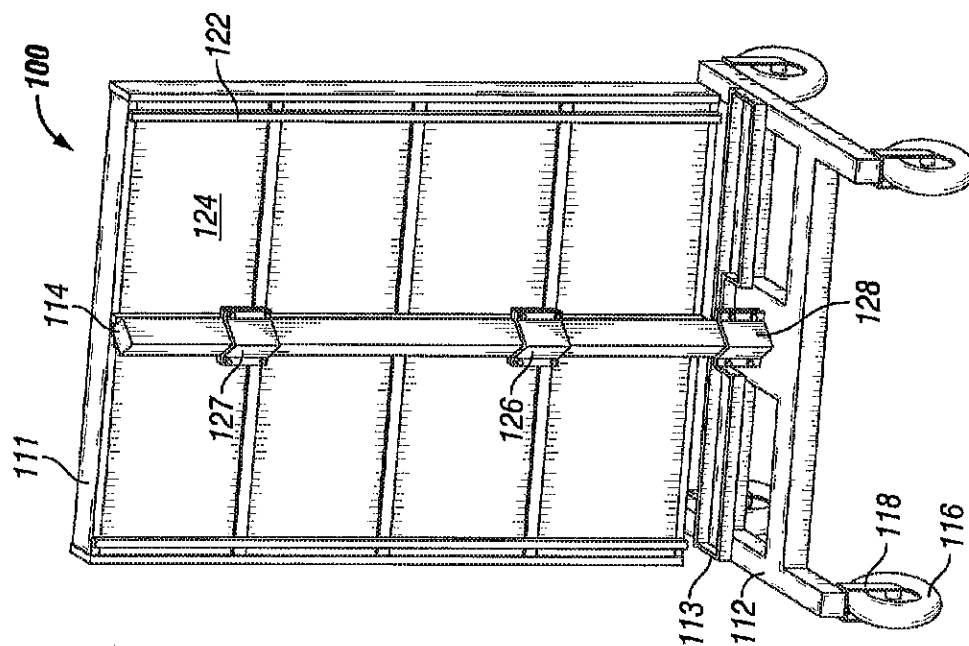


FIG. 2

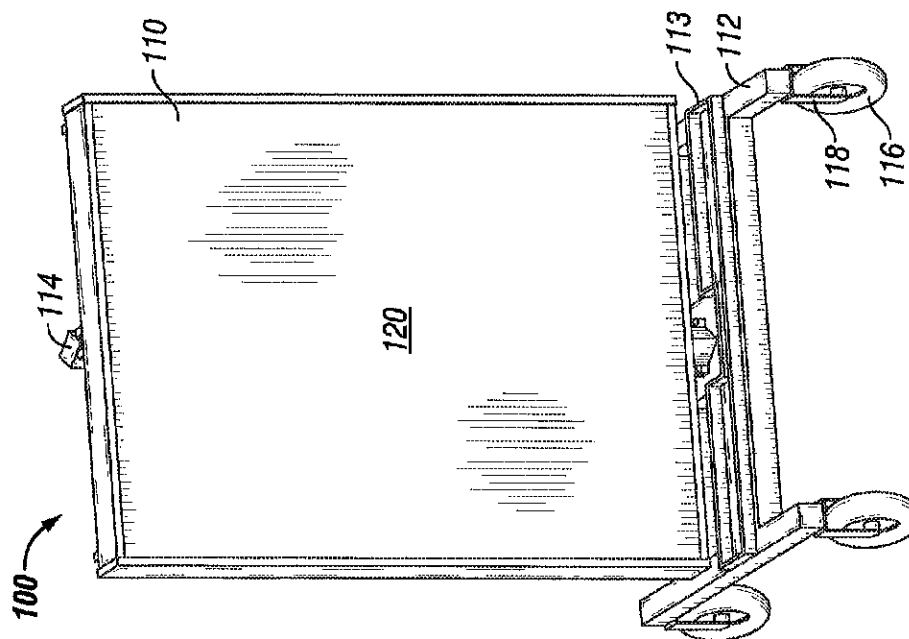


FIG. 1

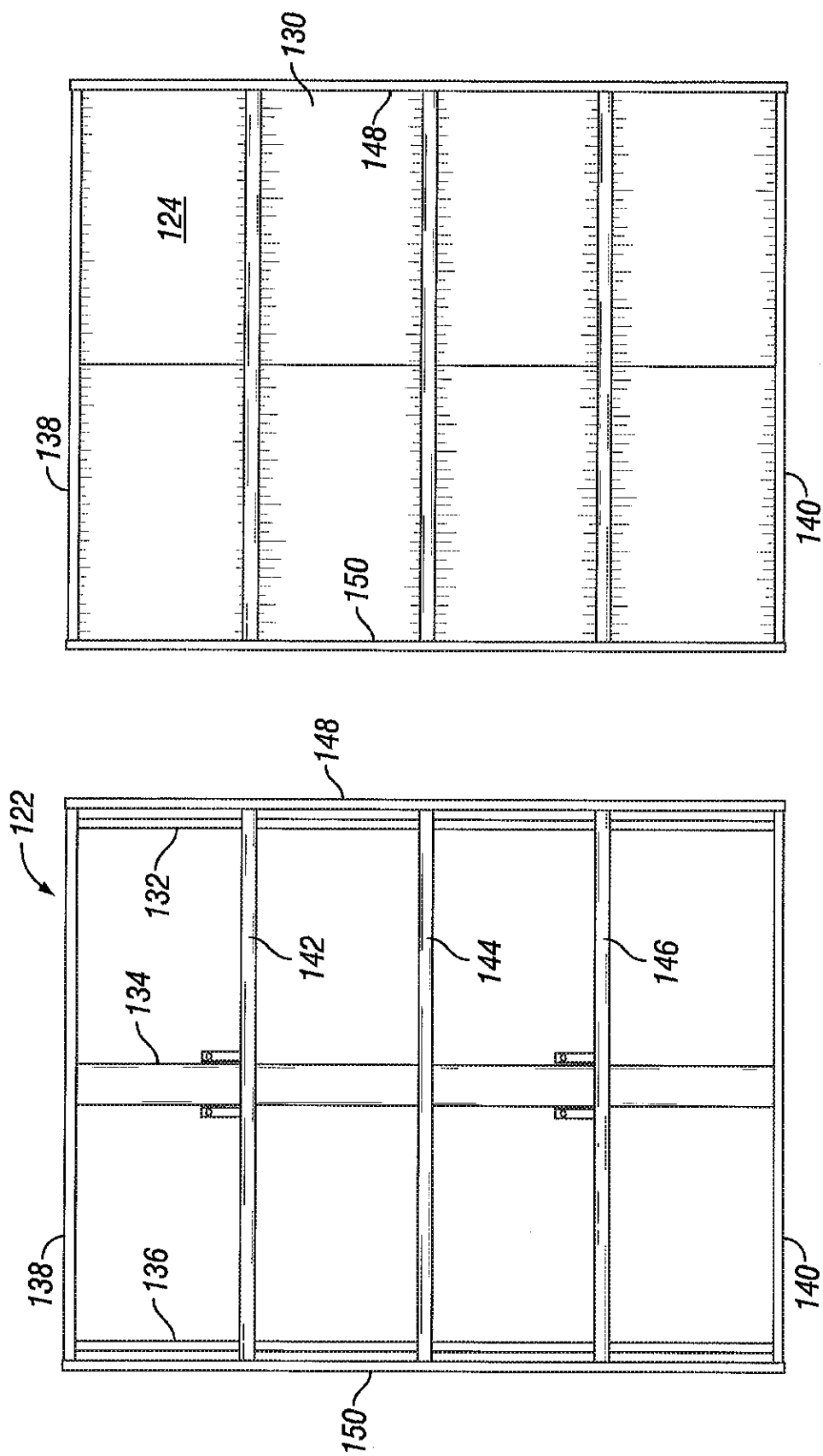
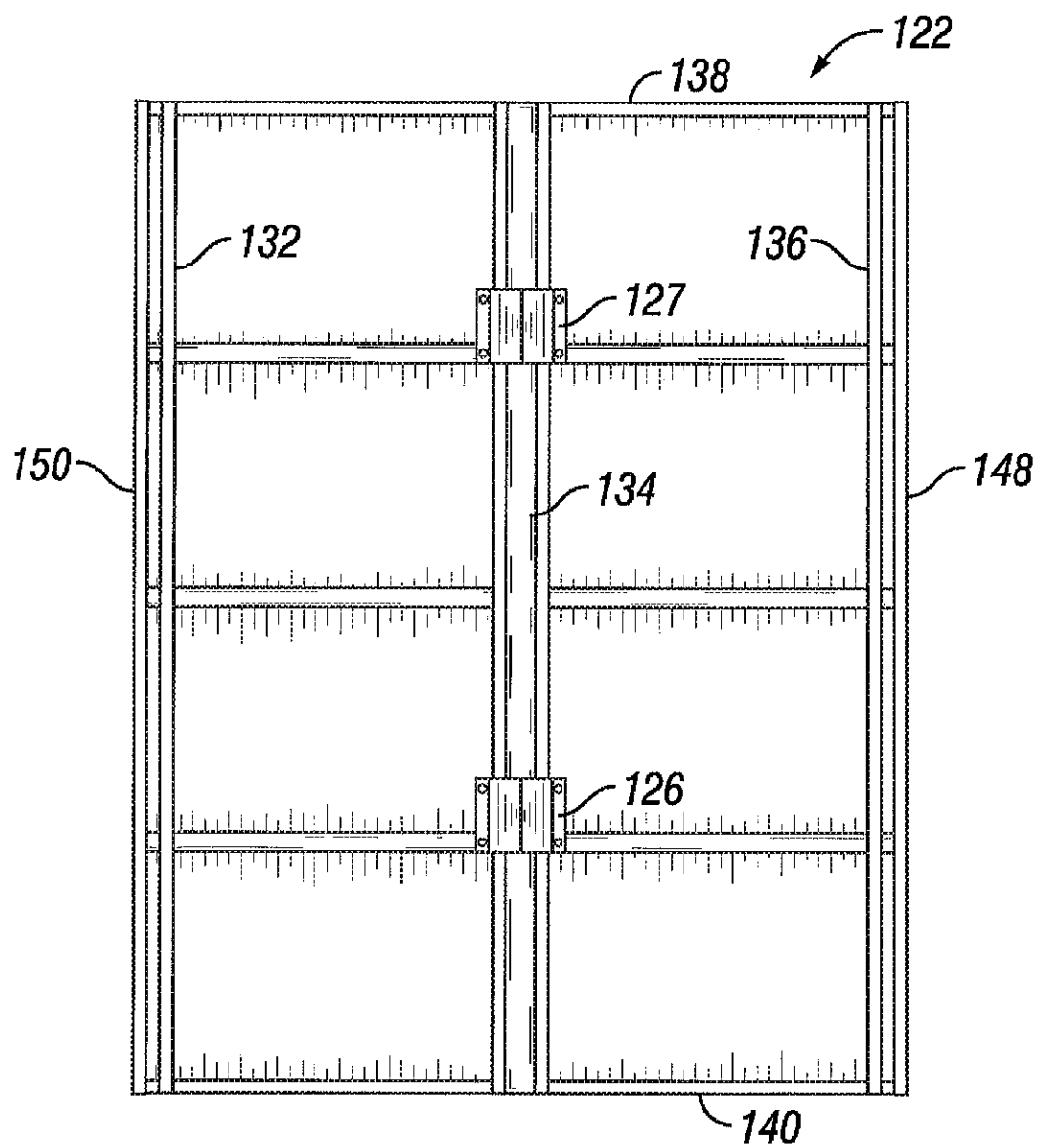
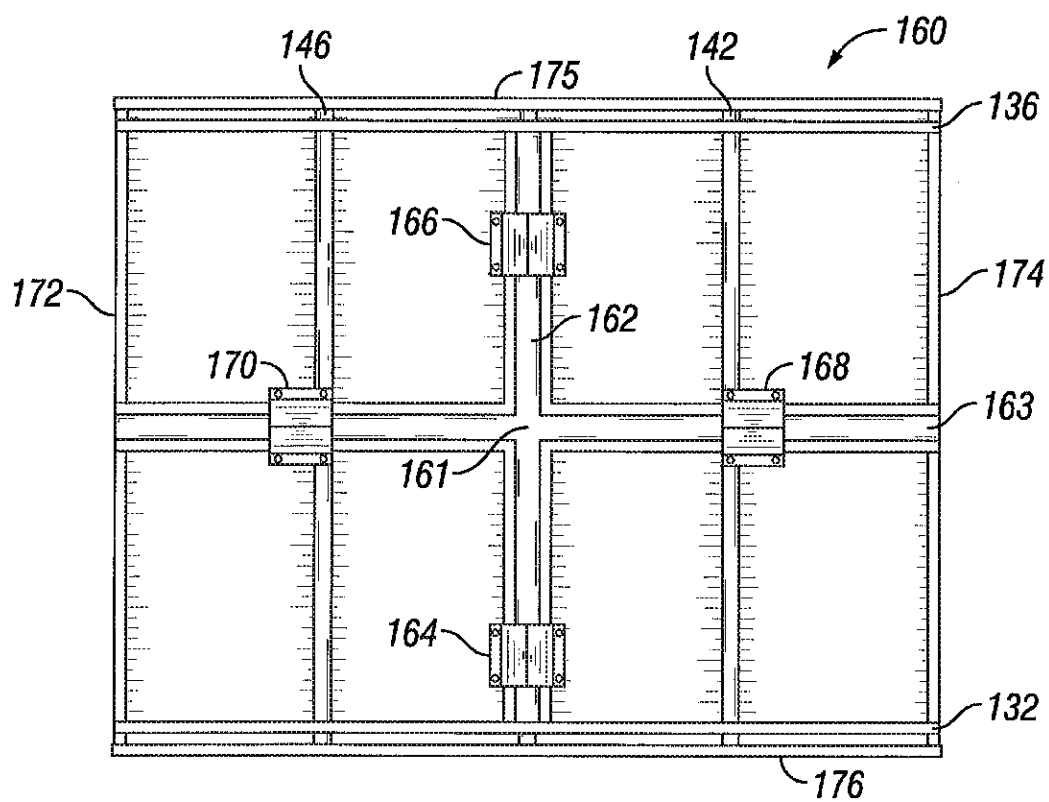
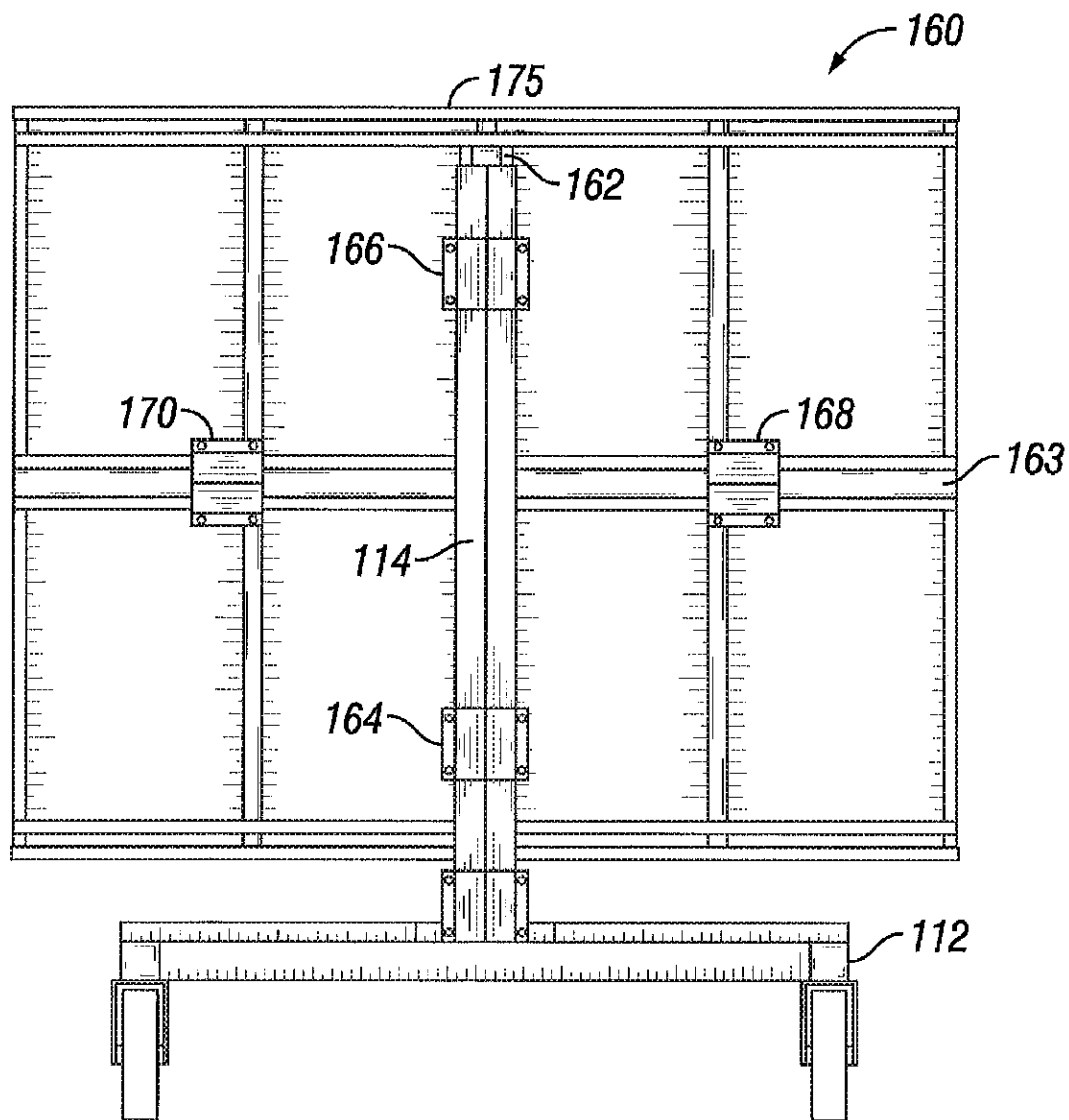


FIG. 4

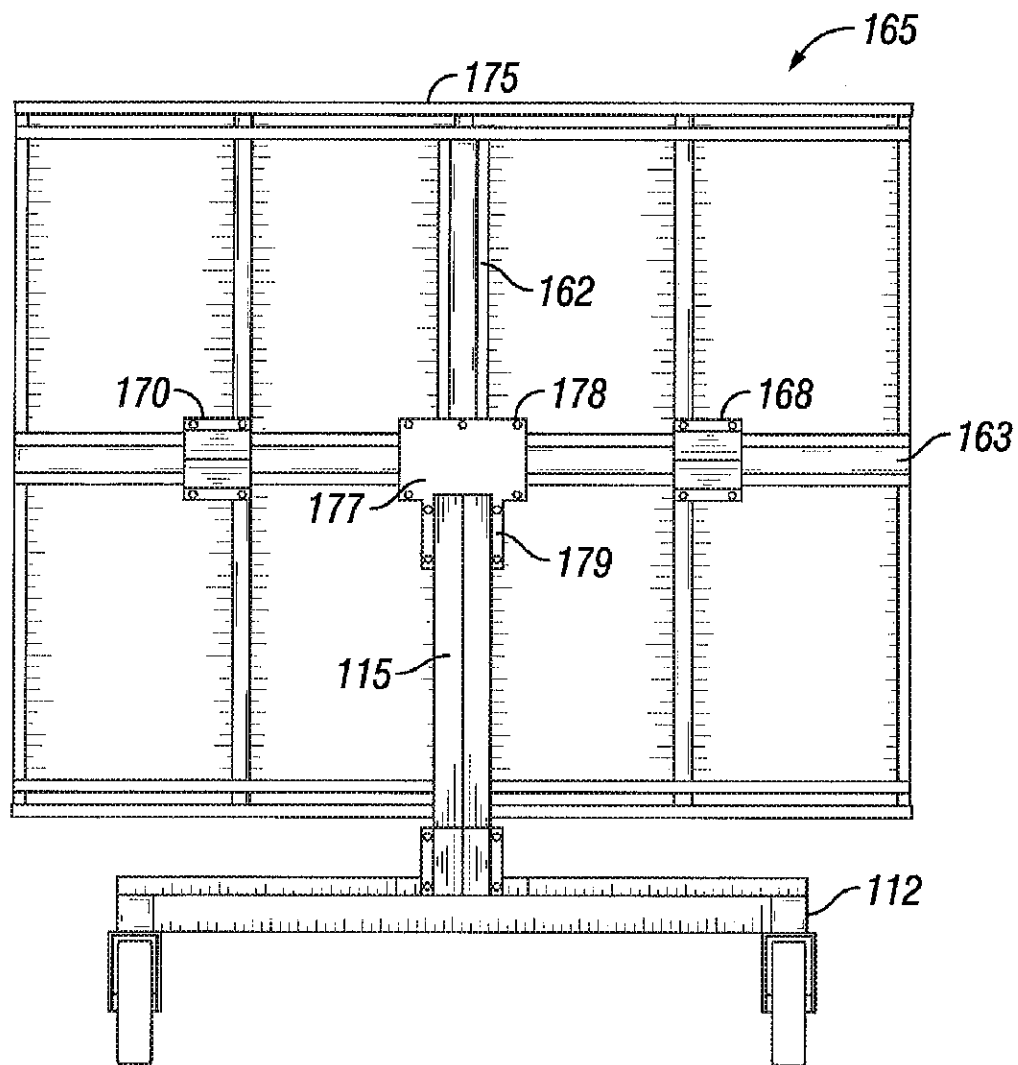
FIG. 3

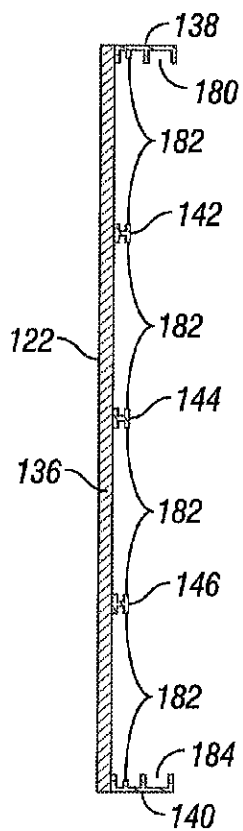
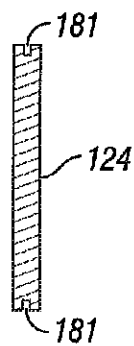
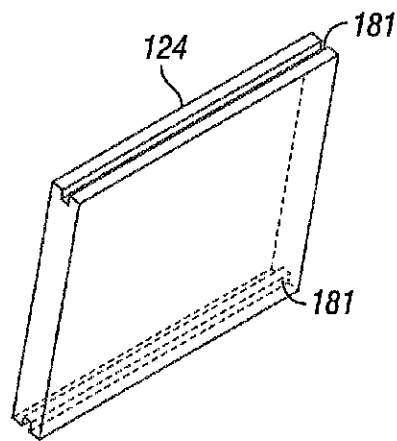
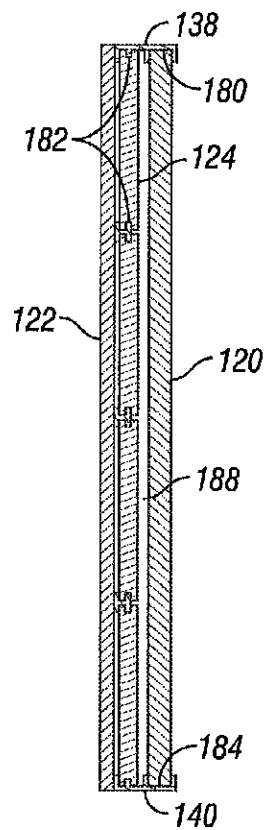
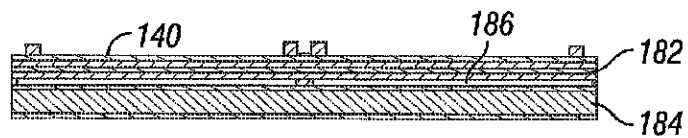
**FIG. 5**

**FIG. 6A**

**FIG. 6B**



**FIG. 6C**

**FIG. 7****FIG. 8****FIG. 9****FIG. 11****FIG. 10**

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## PORTABLE PROJECTILE TRAP ASSEMBLY

CROSS REFERENCE TO RELATED  
APPLICATIONS

This application claims priority of U.S. provisional patent application Ser. No. 61/233,753 filed Aug. 13, 2009 entitled "Portable Bullet Trap" and hereby incorporated by reference.

## BACKGROUND

The present application relates generally to shooting range safety devices and, more specifically, to a portable projectile trap assembly to stop and contain projectiles fired at the assembly.

Bullet traps per se are well-known and have been used for many years. Typically, such traps are used by firearm manufacturers, by training facilities for military or police personnel, and by recreational target shooting facilities. Bullet traps are of widely varying configurations, from wood boards, to sand-filled traps, to complex deceleration chambers.

By way of example, a known sand-type bullet trap typically consists of a quantity of sand in a hardwood box set against a concrete wall. This type of trap poses several problems. For example, as the trap begins to fill with lead bullets, there is a risk that an incoming bullet will strike a bullet lodged in the sand and ricochet in a dangerous manner.

More recently, bullet traps have been developed which are smaller and portable, and which contain and collect the spent bullets. For example, one such bullet trap is essentially a steel box having a removable plywood front. Bullets fired at the trap pass through the plywood, shatter on the steel back of the box and fall to the floor of the box. When the plywood front becomes too full of bullet holes to safely contain the shattered bullets, the plywood is removed, the shattered bullets at the bottom of the box are collected, and the plywood front is replaced with a new piece of plywood. Other designs are similar but use a front panel of a rubberized material, sometimes referred to as ballistic rubber, rather than plywood to contain the shattered bullets. In other similar designs, the box will not have a bottom panel and is left open at the bottom. A tray or similar device is placed under the open bottom of the box to collect the shattered bullets.

## SUMMARY

The present application discloses a portable projectile trap assembly to stop projectiles, such as bullets, for example, and collect the spent projectiles. In a first embodiment, a portable projectile trap assembly includes a frame configured to retain a plurality of backstop panels, a plurality of backstop panels mounted in the frame to form a planar backstop, and a panel of resilient material covering the planar backstop, the panel of resilient material being spaced from the planar backstop. The frame is bolted or otherwise attached to a support mast which is attached to a mobile base which allows the projectile trap to be moved from one position to another.

In a second embodiment, a portable projectile trap assembly includes a modular target assembly including a frame configured to retain a plurality of backstop panels, the plurality of backstop panels removably mounted on a front side of the frame forming a planar backstop. The assembly further comprises a panel of resilient material removably mounted to and covering the side of the planar backstop opposite the frame, the panel of resilient material being spaced from the

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planar backstop, and the target assembly disposed in a vertical orientation and attached at a rear side of the frame to a mobile base.

The modular target assembly includes a top mounting rail and a bottom mounting rail fixedly attached to the top and bottom edges, respectively, of the frame. Each of the top and bottom mounting rails includes a track running the length of the mounting rail and a channel spaced from and parallel to the track. The frame comprises a plurality of spaced intermediate mounting rails positioned between and parallel to the top and the bottom mounting rails, each of the intermediate mounting rails having a track formed on each side of the rail at an edge of the rail opposite the frame, and the track running the length of the rail. The tracks formed on the top and the bottom mounting rails and on the spaced intermediate rails are aligned with one another. Each of the backstop panels includes a groove formed in each of two opposing edges of the backstop panel for slideably engaging a mounting rail track. The backstop panels are slideably mounted on the tracks and retained between the spaced intermediate mounting rails and the top and bottom mounting rails. The bottom mounting rail includes an open gap running the length of the bottom rail formed between the track and the channel of the bottom mounting rail.

In another embodiment, a portable projectile trap assembly includes a generally rectangular modular target assembly having at least two first mounting brackets attached to a rear side of the target assembly along a centerline parallel to the long dimension of the target assembly and at least two second mounting brackets attached to the rear side of the target assembly along a centerline parallel to the short dimension of the target assembly. The first mounting brackets removably attach the target assembly to a support mast along the long dimension of the target assembly. The second mounting brackets removably attach the target assembly to the support mast along the short dimension of the target assembly. The support mast is attached to the mobile base allowing the target assembly to be supported in a vertical orientation at two different heights above the mobile base.

## BRIEF DESCRIPTION OF THE DRAWINGS

The following figures, in which like numerals indicate elements, form part of the present specification and are included to further demonstrate certain aspects of the present disclosure. The disclosure may be better understood by reference to one or more of these figures in combination with the detailed written description of specific embodiments presented herein.

FIG. 1 is a perspective view from the front of an embodiment of a portable projectile trap assembly disclosed in the present application;

FIG. 2 is a perspective view from the rear of the portable projectile trap assembly shown in FIG. 1;

FIG. 3 is a front view of the frame for the portable projectile trap assembly shown in FIG. 1;

FIG. 4 is a front view of the frame shown in FIG. 3 with the backstop panels installed forming the backstop plate;

FIG. 5 is a rear view of the frame of the portable projectile trap assembly shown in FIG. 1;

FIGS. 6A and 6B are rear views of another embodiment of the portable projectile trap assembly disclosed in the present application;

FIG. 6C is a rear view of another embodiment of the portable projectile trap assembly shown in FIGS. 6A and 6B;

FIG. 7 is a side view of the portable projectile trap assembly frame shown in FIG. 2;

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FIG. 8 is a side view of a backstop panel of the portable projectile trap assembly shown in FIG. 1;

FIG. 9 is a perspective view of the backstop panel shown in FIG. 8;

FIG. 10 is a top view of a bottom rail of the projectile trap assembly frame shown in FIG. 8; and

FIG. 11 is a side view of an embodiment of an assembled target assembly of the portable projectile trap assembly shown in FIG. 1.

These and other embodiments of the present application will be discussed more fully in the description. The features, functions, and advantages can be achieved independently in various embodiments of the claimed invention, or may be combined in yet other embodiments.

## DETAILED DESCRIPTION

One or more illustrative embodiments are described below. Not all features of an actual implementation are necessarily described or shown for the sake of clarity.

Referring now to FIGS. 1 and 2, FIG. 1 is a perspective view from the front of an embodiment of a portable projectile trap assembly 100 disclosed in the present application. The projectile trap assembly is modular rather than a single unit. The modular nature of the projectile trap assembly 100 allows the parts to be shipped to a site and then assembled for use. The projectile trap assembly 100 at a first site may also be disassembled for shipment and reassembled at a different site. The target assembly 110 is mounted to a movable base 112 by a support mast 114. A number of wheels 116, pneumatic wheels, for example, are mounted to the base 112 via swivel mounts 118 allowing the base 112 and the attached target assembly 110 to be easily moved or rolled from one location to another. FIG. 2 is a perspective view from the back of the portable projectile trap assembly 100 illustrating the frame 122 and the supporting mast 114. The target assembly 110 includes a frame 122 and a number of backstop panels 124. A front panel 120 of resilient material is attached to and covers the front side of the target assembly 110. The target assembly 110 is supported in a vertical position by support mast 114. The support mast 114 is removably attached to the base 112 by base bracket 128. The frame 122 is removably attached to support mast 114 by lower and upper brackets 126, 127.

The backstop panels 124 are mounted in and retained by the frame 122 forming a modular planar surface 130, as shown in FIG. 4, or flat plate at the front side of the frame 122. The backstop panels 124, also shown in FIGS. 8 and 9, are of a suitable material, such as abrasion resistant steel plate, for example, for stopping and absorbing the energy of a projectile, such as a bullet, for example, fired at the target assembly 110. A removable panel 120 of resilient material, such as styrene butedyn rubber or recycled, vulcanized tire rubber (sometimes referred to as ballistic rubber), for example, attached to the front side of the target assembly 110 covers the planar surface 130 formed by the backstop panels 124 and is separated from the planar surface 130 by a short distance, one inch, for example.

A target or targets (not shown) can then be attached to the front or outside surface of the resilient panel 120. When a projectile is fired at the target, the projectile passes through the target and resilient panel 120 and impacts against and is stopped by the backstop panels 124. The projectile's velocity is reduced substantially by its passage through the resilient panel 120 while the remaining energy is absorbed by the projectile's impact against the surface 130. Projectile fragments and other debris, such as lead dust, for example, are contained within the air space between the surface 130 and

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the front panel 120. The projectile fragments and other debris drop through an open gap 186 formed in the bottom rail 140, as shown in FIGS. 3 and 10, into a tray 113 for collection and disposal. In the event the resilient panel 120 becomes damaged due to bullets or other projectiles repeatedly passing through the panel 120, it can be easily replaced.

Referring now also to FIGS. 3 and 4, a front view of the frame 122 for the portable projectile trap assembly 100 shown in FIG. 1 is shown. The frame 122 is generally square or rectangular in shape having a number of parallel support members 132, 134, 136 with top and bottom rails 138, 140 fastened across the top and bottom, respectively, on a front side of and perpendicular to the support members 132, 134, 136. Intermediate rails 142, 144, 146 are spaced between the top and bottom rails 138, 140, positioned perpendicularly to and fastened to support members 132, 134, 136 on a front side of the support members 132, 134, 136. The top and bottom rails 138, 140 and the intermediate rails 142, 144, 146 are preferably welded to the support members 132, 134, 136, but may be attached to the support members 132, 134, 136 in any suitable manner to provide a rigid frame 122.

When fully assembled, a number of backstop panels 124 are retained by and between the top and bottom rails 138, 140 and the intermediate rails 142, 144, 146 forming a modular planar surface 130 which constitutes a backstop to stop and absorb the energy of bullets or other projectiles fired at the target assembly 110. End caps 148 and 150 are attached to the frame 122 at each side of the planar surface 130 to tightly retain the backstop panels 124 in place and prevent or minimize separation between the individual backstop panels 124. Preferably, the end caps 148 and 150 are removably attached to the frame 122, such as with bolts and nuts, for example. The backstop panels 124 are made of a suitable material, such as abrasion resistant steel plate, for example, and, preferably, are of substantially identical shape and size and about adjacent panels when mounted in frame 122 to form a smooth, uninterrupted planar surface 130. However, the backstop panels 124 may be of different sizes and shapes if necessary for a special or custom application. While the embodiment illustrated in FIG. 4 utilizes eight backstop panels 124 to form the planar surface 130, the backstop panels 124 are modular units and any number of backstop panels 124 may be utilized to form a backstop surface of any desired dimensions. The top and bottom rails 138, 140 and the end caps 148, 150 each have a channel, such as channel 180 in top rail 138 as shown in FIG. 7, for example, formed along the edge facing away from the frame 122 for receiving and retaining the resilient panel 120.

Referring now also to FIG. 5, a rear view of the frame 122 is shown. As described above with reference to FIGS. 3 and 4, the frame 122 is generally square or rectangular in shape having a number of parallel support members 132, 134, 136 with top and bottom rails 138, 140 fastened across the top and bottom, respectively, and a number of intermediate rails 142, 144, 146 fastened on a front side of and perpendicular to the support members 132, 134, 136. A center support member 134 is aligned along a centerline of the frame 122, preferably along the centerline of the longer dimension of the frame 122. The support members 132, 134, 136 are made of a rigid material, such as steel, for example, having sufficient strength to maintain the frame 122 in a rigid shape regardless of the orientation of the frame 122. The center support member 134 is preferably made of heavier material than the two side support members 132 and 136 and has sufficient strength to support the weight of the target assembly 110 when it is held in a vertical orientation. The brackets 126, 127 are spaced apart and fastened, such as by welding or bolting, for example, to the center support member 134. Support mast

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114, as shown in FIG. 2, is attached to the frame 122 using brackets 126, 127. The brackets 126, 127 preferably comprise two-piece clamp-type brackets forming an interior shape when held together similar to the exterior shape of the support mast 114. For example, a first half piece of the brackets 126, 127 may be welded to the center support member 134 and the second half piece bolted at its edges to the first half piece clamping the support mast 114 between the two bracket halves and thereby rigidly fastening the support mast 114 to the back of the frame 122. Alternately, for example, a first half piece of the brackets 126, 127 may be welded to the center support member 134 with the first half and the second half of the brackets 126, 127 hinged to each other along one edge, and then bolted together along the other edges to securely clamp the support mast 114 to the back of the frame 122. The brackets 126, 127 are of sufficient weight and strength to securely fasten and hold the support mast 114 to the back of the frame 122. The support mast 114 is made of a material, such as steel, for example, having sufficient rigidity and strength to support the weight of the target assembly 110 when oriented in a vertical position and when being moved on base 112.

Referring now also to FIGS. 6A and 6B, rear views of a frame 160 for another embodiment of the portable projectile trap assembly 100 are shown. The construction of frame 160 is similar to the construction of frame 122 as described above with reference to FIGS. 4 and 5. The frame 160 is generally rectangular in shape having a number of parallel support members 132, 136 with side rails 172, 174, 175, 176 fastened across each side of the frame 160, respectively, and a number of intermediate rails 142, 146 fastened on a front side of and perpendicular to the support members 132, 136. A center support member 161 has a short member 162 positioned perpendicular to a long member 163, one member crossing the other at each member's center point to form a generally cross-shaped structure. The center support member 161 is fastened, by welding or bolting, for example, to the rear side of the frame 160. The short member 162 is aligned along the centerline or axis of the shorter dimension of the frame 160, while the long member 163 is aligned along the axis or centerline of the longer dimension of the frame 160. The two support members 162 and 163 are rigidly fastened together at each member's center point by bolting or welding, for example. Alternatively, the center support member may be an integral structure; for example, forged or milled from a single piece of material. The center support member 161 is made of suitable material, such as steel, for example, having sufficient strength to support the frame 160 and the backstop when assembled and positioned in a vertical orientation and when it is moved from one position to another.

Each center support member 162, 163 has a pair of brackets 164, 166 and 168, 170, respectively, fixedly attached thereto, the brackets being spaced apart near the ends of each center support member 162, 163. Thus, the center support short member 162 has a pair of brackets 164, 166 mounted thereon, a bracket near each end of the center support short member 162. Similarly, the center support long member 163 has a pair of brackets 168, 170 mounted thereon, a bracket near each end of the center support long member 163. As described above with reference to FIGS. 2 and 5, a support mast 114 can then be attached and clamped to the frame 160 using the pair of brackets 164, 166 along the center support short member 162. In a similar fashion, the support mast 114 may be attached and clamped to the frame 160 using the pair of brackets 168, 170 along the center support long member 163. When the lower end of the support mast 114 is attached to the mobile base 112, as described above with reference to FIG. 2,

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the frame 160 will be supported in a vertical orientation. Thus when the support mast 114 is attached to the center support short member 162 with the lower end of the support mast 114 attached to the base 112, the height of the target assembly, i.e., the upper or top edge 175 of the frame 160, as shown in FIG. 6A, will be lower than when the support mast 114 is attached to the center support long member 163 and to the base 112. It is desirable that the length of the support mast 114 be sufficient to also allow the height of the top edge 175 to be adjusted by varying the position of the frame 122 on the support mast 114. Alternatively, support mast 114 may be telescoping thus providing a support mast 114 of varying length to allow the height of the top edge 175 to be adjusted as desired.

Referring now also to FIG. 6C, a rear view of a frame 165 for another embodiment of the portable projectile trap assembly 100 of FIGS. 6A and 6B is shown. The construction of frame 165 is similar to the construction of frame 160 as described above with reference to FIGS. 6A and 6B. A center support member has a short member 162 positioned perpendicular to a long member 163, one member crossing the other at each member's center point to form a generally cross-shaped structure. The center support member is fastened, by welding or bolting, for example, to the rear side of the frame 165. The short member 162 is aligned along the centerline or axis of the shorter dimension of the frame 165, while the long member 163 is aligned along the axis or centerline of the longer dimension of the frame 165. The two support members 162 and 163 are rigidly fastened together at each member's center point by bolting or welding, for example. Alternatively, the center support member may be an integral structure; for example, forged or milled from a single piece of material. The center support member is made of suitable material, such as steel, for example, having sufficient strength to support the frame 165 and the backstop when assembled and positioned in a vertical orientation and when it is moved from one position to another. The center support long member 163 has a pair of brackets 168, 170 mounted thereon, a bracket near each end of the center support long member 163. The center support short member 162 has a single central bracket 178 mounted thereon at the center point of the short member 162; i.e., at the point where the short member 162 crosses the long member 163. The central bracket 178 is essentially a T-bracket having one bore 177 of the bracket parallel to and aligned with the axis of the long member 163 and having the other bore 179 of the bracket parallel to and aligned with the axis of the short member 162. Similar to brackets 168, 170, the central bracket 178 preferably comprises a two-piece clamp-type bracket forming an interior shape when the two pieces are bolted or otherwise fastened together similar to the exterior shape of the support mast 114. When the support mast 114 is attached to the center support long member 163, as shown in FIG. 2, it will be disposed in the central bracket bore 177 and all three brackets 168, 170 and 178 will be used to fixedly attach the mast to the center support long member 163. The bore 179 aligned with the short member 162 forms a female receiver for receiving one end of a support mast 115 and fixedly attaching it to the short member 162.

When the support mast 114 is attached to the center support long member 163 with its lower end attached to the base 112, the target assembly 110 will be supported in a vertical position, as shown in FIG. 2. The support mast 115, as shown in FIG. 6C, is significantly shorter than the support mast 114, the length of support mast 115 being about half the short dimension of the short member 162 plus sufficient length to facilitate attachment of the mast 115 to the base 112. When the support mast 115 is received by the central bracket bore 179 and attached to the base 112, the target assembly 110 will also

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be supported in a vertical orientation. However, due to the length of the support mast 115, the height of the target assembly, i.e., the upper or top edge 175 of the frame 165, as shown in FIG. 6C, will be lower than the top edge 111 of the target assembly 110, as shown in FIG. 2, when the support mast 114 is attached to the center support long member 163 and to the base 112. The support mast 115 may be telescoping thus providing a support mast 115 of varying length to allow the height of the top edge 175 to be adjusted as desired.

Referring now also to FIGS. 7-11, FIG. 7 shows a side view of the frame 122 of FIG. 3. As described above with reference to FIG. 3, the frame 122 is generally square or rectangular in shape having a number of parallel support members 132, 134, 136. Only support member 136 is shown in FIG. 7, with top and bottom rails 138, 140 attached across the top and bottom, respectively, on a front side of and perpendicular to the support members 132, 134, 136. Intermediate rails 142, 144, 146 are spaced between the top and bottom rails 138, 140, positioned perpendicularly to and fastened to support members 132, 134, 136 on a front side of the support members 132, 134, 136. The spacing between the top and bottom rails 138, 140 and the intermediate rails 142, 144, 146, respectively, is generally selected to accommodate the width or shorter dimension of the backstop panels 124. The top rail 138 has a track or runner 182 formed integrally with the top rail and runs the length of the top rail 138. The top rail 138 also includes a channel 180 formed along the edge of the top rail 138 facing away from the frame 122 and runs the length of the top rail 138. The channel 180 is spaced from the track 182 a sufficient amount to allow an air space or gap 188 to be formed between the backstop panels 124 and the resilient panel 120 when the backstop is assembled. In one embodiment, the air space or gap 188 is about one inch, for example.

As shown in FIG. 10, the bottom rail 140 is similar in construction to the top rail 138. The bottom rail 140 has a track or runner 182 formed integrally with the bottom rail 140 and runs the length of the bottom rail 140. The bottom rail 140 includes a channel 184 formed along the edge of the bottom rail 140 facing away from the frame 122 and runs the length of the bottom rail 140. The channel 184 is spaced from the track 182 sufficiently to allow an airspace or gap 188 to be formed between the backstop panels 124 and the resilient panel 120 when the backstop is assembled. The bottom rail 140 is constructed to provide an open space or gap 186 between the track 182 and the channel 184; the gap 186 is preferably the same width as the width of the gap 188 formed between the backstop panels 124 and the front panel 120. As described above, the gap 186 allows projectile fragments and other debris to fall through the bottom of the target assembly 110 into a tray 113 for collection and later disposal.

Each of the intermediate rails 142, 144, 146 has a track or runner 182 formed on both the top and bottom sides of the front edge of the rail. The tracks 182 are spaced from the front side of the frame 122 and aligned with the tracks 182 of both the top and bottom rails 138, 140. The backstop panels 124 are of generally rectangular shape, such as fourteen and one-half inches wide by twenty-three and three-quarters inches long, for example. In one embodiment, the backstop panels are about one-half inch thick, but may be of any thickness sufficient for a particular application. As shown in FIGS. 8 and 9, in one embodiment, the backstop panels 124 have a groove 181 formed in opposing edges along the length of the backstop panel. The dimensions of the groove 181 are slightly larger than the dimensions of the track or runner 182 formed in the top, bottom and intermediate rails 138, 140, 142, 144,

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146 to allow the backstop panels 124 to slideably engage and be retained between the rails by the tracks 182.

As discussed above, the projectile trap assembly 100 may be shipped as a modular kit or package. In some embodiments, to assemble the projectile trap assembly 100, the base assembly 112 is placed with all four wheels 116 on a level surface. The support mast 114 is set in the base bracket 128, and the support mast 114 is securely fastened to the base assembly 112. In a vertical orientation, the frame 122 is rested on the base assembly, the back side of the frame 122 being adjacent the support mast 114. The frame 122 is loosely attached to the support mast 114 using the lower bracket 126. Then the frame 122 is slid up the support mast 114 to a desired height, and the lower bracket 126 is tightened securely fastening the frame 122 to the support mast 114. The upper bracket 127 is attached and tightened to complete attaching the frame 122 to the support mast 114. With the frame 122 being held in a vertical position by the support mast 114, the backstop panels 124 are slid into the frame between the rails 138, 140, 142, 144, 146, the grooves 181 engaging the tracks 182. The backstop panels 124 are inserted from either side of the frame 122. The backstop panels 124 are inserted completely into the frame 122, abutting each other. The front panel 120 is then positioned in the frame 122, by inserting the top and bottom edges of the front panel 120 into the channels 180 and 184 in the top and bottom rails 138 and 140, respectively, sliding the front panel 120 the length of the channels 180, 184, as shown in FIG. 11. To complete the assembly of the target assembly 110, the end caps 148, 150 are attached to each side of the assembly 110, respectively, and securely fastened to the frame 122 to retain the backstop panels 124 and the front panel 120 in place. Prior to use, a tray 113 is placed on the base assembly 112 under the target assembly 110 to collect projectile fragments and other debris that drops through the gap 186 formed in the bottom rail 140. Alternatively, the tray 113 may be attached to the target assembly 110 below the bottom rail 140.

Although the present disclosure has been described in terms of certain embodiments, other embodiments that are apparent to those of ordinary skill in the art, including embodiments which do not provide all of the features and advantages set forth herein, are also within the scope of this disclosure. Accordingly, the scope of the present disclosure is defined by the claims that follow.

What is claimed is:

1. A projectile trap assembly, comprising:  
a frame configured to retain a plurality of backstop panels;  
a plurality of backstop panels mounted in the frame forming a planar backstop;  
a panel of resilient material covering the planar backstop, the panel of resilient material being spaced from the planar backstop; and  
a mobile base, the frame disposed in a vertical orientation and attached at a rear side of the frame to the mobile base;  
wherein the frame comprises at least two mounting brackets attached along a centerline to the rear side of the frame, the mounting brackets removably attaching the frame to a support mast attached to the mobile base.
2. The assembly of claim 1, wherein the backstop panels are formed of abrasion resistant steel plate.
3. The assembly of claim 1, wherein the panel of resilient material comprises vulcanized rubber.
4. A projectile trap assembly comprising:  
a modular target assembly, the modular target assembly comprising:

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- a frame configured to retain a plurality of backstop panels;  
 a plurality of backstop panels removably mounted on a front side of the frame forming a planar backstop; and  
 a panel of resilient material removably mounted to and covering the side of the planar backstop opposite the frame, the panel of resilient material being spaced from the planar backstop; and  
 a mobile base, the modular target assembly disposed in a vertical orientation and attached at a rear side of the frame to the mobile base;  
 wherein the frame is bounded by a top edge, a bottom edge opposite the top edge, and two opposing side edges, the top edge and the bottom edge comprising a top mounting rail and a bottom mounting rail, each of the top mounting rail and the bottom mounting rail including a track running the length of the mounting rail and a channel spaced from and parallel to the track.
5. The assembly of claim 4, wherein the frame comprises a plurality of spaced intermediate mounting rails disposed parallel to the top edge and the bottom edge, each of the intermediate mounting rails having a track formed on each side of the rail at an edge of the rail opposite the frame, the track running the length of the rail, the tracks formed on the top rail, the bottom rail and the spaced intermediate rails being aligned with one another.
6. The assembly of claim 5 wherein each of the plurality of backstop panels includes a pair of grooves for slideably engaging a mounting rail track, a groove being formed in each of two opposing edges of a backstop panel, the plurality of backstop panels being slideably mounted and retained between the spaced intermediate mounting rails and the top and bottom mounting rails.
7. The assembly of claim 4, wherein the panel of resilient material is slideably received and retained by the channel formed in the top and bottom mounting rails.
8. The assembly of claim 4, wherein the bottom mounting rail includes an open gap formed between the track and the channel, the gap running the length of the bottom rail.
9. The assembly of claim 4, wherein the backstop panels are formed of abrasion resistant steel plate.
10. The assembly of claim 4, wherein the panel of resilient material comprises vulcanized rubber.
11. A projectile trap assembly, comprising:  
 a frame configured to retain a plurality of backstop panels; a plurality of backstop panels mounted in the frame forming a planar backstop; and  
 a panel of resilient material covering the planar backstop, the panel of resilient material being spaced from the planar backstop;  
 wherein the planar frame is bounded by a top edge, a bottom edge opposite the top edge, and two opposing side edges, the top edge and the bottom edge comprising a top mounting rail and a bottom mounting rail, each of the top mounting rail and the bottom mounting rail including a track running the length of the mounting rail and a channel spaced from and parallel to the track.
12. The assembly of claim 11, further comprising a mobile base, the frame disposed in a vertical orientation and attached at a rear side of the frame to the mobile base.
13. The assembly of claim 11, wherein the bottom mounting rail includes an open gap formed between the track and the channel, the gap running the length of the bottom rail.
14. The assembly of claim 11, wherein the frame comprises a plurality of spaced intermediate mounting rails disposed

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parallel to the top edge and the bottom edge, each of the intermediate mounting rails having a track formed on each side of the rail at an edge of the rail opposite the frame, the track running the length of the rail, the tracks formed on the top rail, the bottom rail and the spaced intermediate rails being aligned with one another.

15. The assembly of claim 14 wherein each of the plurality of backstop panels includes a pair of grooves for slideably engaging a mounting rail track, a groove being formed in each of two opposing edges of the backstop panel, the plurality of backstop panels being slideably mounted and retained between the spaced intermediate mounting rails and the top and bottom mounting rails.

16. The assembly of claim 11, wherein the panel of resilient material is slideably received and retained by the channel formed in the top and bottom mounting rails.

17. A method of assembling a projectile trap assembly comprising the steps of:

- attaching a support mast to a base, the support mast disposed in a vertical orientation;  
 attaching a frame to the support mast at a rear side of the frame, the frame configured to retain a plurality of backstop panels;  
 mounting a plurality of backstop panels on a front side of the frame forming a planar backstop; and  
 mounting a panel of resilient material to the front side of the frame, the panel of resilient material covering a side of the planar backstop opposite the frame, the panel of resilient material being spaced from the planar backstop;  
 wherein the frame is bounded by a top edge, a bottom edge opposite the top edge, and two opposing side edges, the top edge and the bottom edge comprising a top mounting rail and a bottom mounting rail, each of the top mounting rail and the bottom mounting rail including a track running the length of the mounting rail and a channel spaced from and parallel to the track, and a plurality of spaced intermediate mounting rails disposed between and parallel to the top edge and the bottom edge, each of the intermediate mounting rails having a track formed on each side of the rail at an edge of the rail opposite the frame, the track running the length of the rail, the tracks formed on the top rail, the bottom rail and the spaced intermediate rails being aligned with one another.

18. The method of claim 17, wherein the position of the frame on the support mast being slideably adjustable, the frame being fixedly attached at a desired position on the support mast.

19. The method of claim 17, wherein the base comprises a mobile base.

20. The method of claim 17, wherein the step of mounting a plurality of backstop panels on a front side of the frame comprises inserting the plurality of backstop panels between adjacent ones of the top and bottom mounting rails and the intermediate mounting rails, the backstop panels being adapted to slideably engage the tracks formed on the top rail, the bottom rail and the spaced intermediate rails.

21. The method of claim 20, wherein the step of mounting a panel of resilient material to the front side of the frame comprises inserting the panel of resilient material between the top and bottom mounting rails, a top edge and bottom edge of the resilient panel slideably engaging the channel formed in each of the top and bottom mounting rails, respectively.

\* \* \* \* \*



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O'Neal

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(54) **PROJECTILE BACKSTOP ASSEMBLY**

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(\*) Notice: This patent issued on a continued prosecution application filed under 37 CFR 1.53(d), and is subject to the twenty year patent term provisions of 35 U.S.C. 154(a)(2).

Under 35 U.S.C. 154(b), the term of this patent shall be extended for 0 days.

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(51) Int. Cl.<sup>7</sup> ..... **F41J 1/12**

(52) U.S. Cl. .... **273/410**

(58) Field of Search ..... 273/410, 422-429; 89/36.02

(56) **References Cited**

**U.S. PATENT DOCUMENTS**

D. 329,680	9/1992	Burn .
941,642	11/1909	Maxim .
2,743,106	4/1956	Schels .
4,294,452	10/1981	Schlottet et al. .
4,458,901	7/1984	Wojcinski .
4,683,688	8/1987	Wojcinski .
4,728,109	3/1988	Simonetti ..... 273/410
4,786,059 *	11/1988	Barini ..... 273/410
4,787,289	11/1988	Duer .
4,817,960	4/1989	Wojcinski .
4,819,946	4/1989	Kahler .
4,846,043	7/1989	Langsam .

4,856,791	8/1989	McQuade .
4,919,437 *	4/1990	Salabe et al. .... 273/410
5,040,802	8/1991	Wojcinski et al. .
5,070,763	12/1991	Coburn ..... 89/36.02
5,113,700	5/1992	Coburn .
5,121,671	6/1992	Coburn .
5,171,020	12/1992	Wojcinski .
5,340,117	8/1994	Wojcinski ..... 273/410
5,435,571	7/1995	Wojcinski et al. .... 273/410
5,441,280 *	8/1995	Copius ..... 273/410
5,486,008	1/1996	Coburn .
5,607,163	3/1997	Nesler .

**FOREIGN PATENT DOCUMENTS**

31 31 228	3/1983	(DE) .
32 12 781	10/1983	(DE) .
39 00 864	7/1990	(DE) .
40 22 327	1/1992	(DE) .
0 227 612	7/1987	(EP) .
399960 *	11/1990	(EP) ..... 273/410

\* cited by examiner

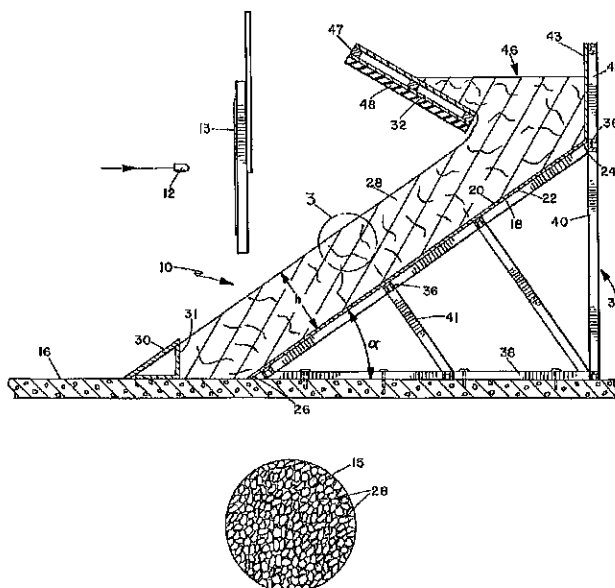
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(57) **ABSTRACT**

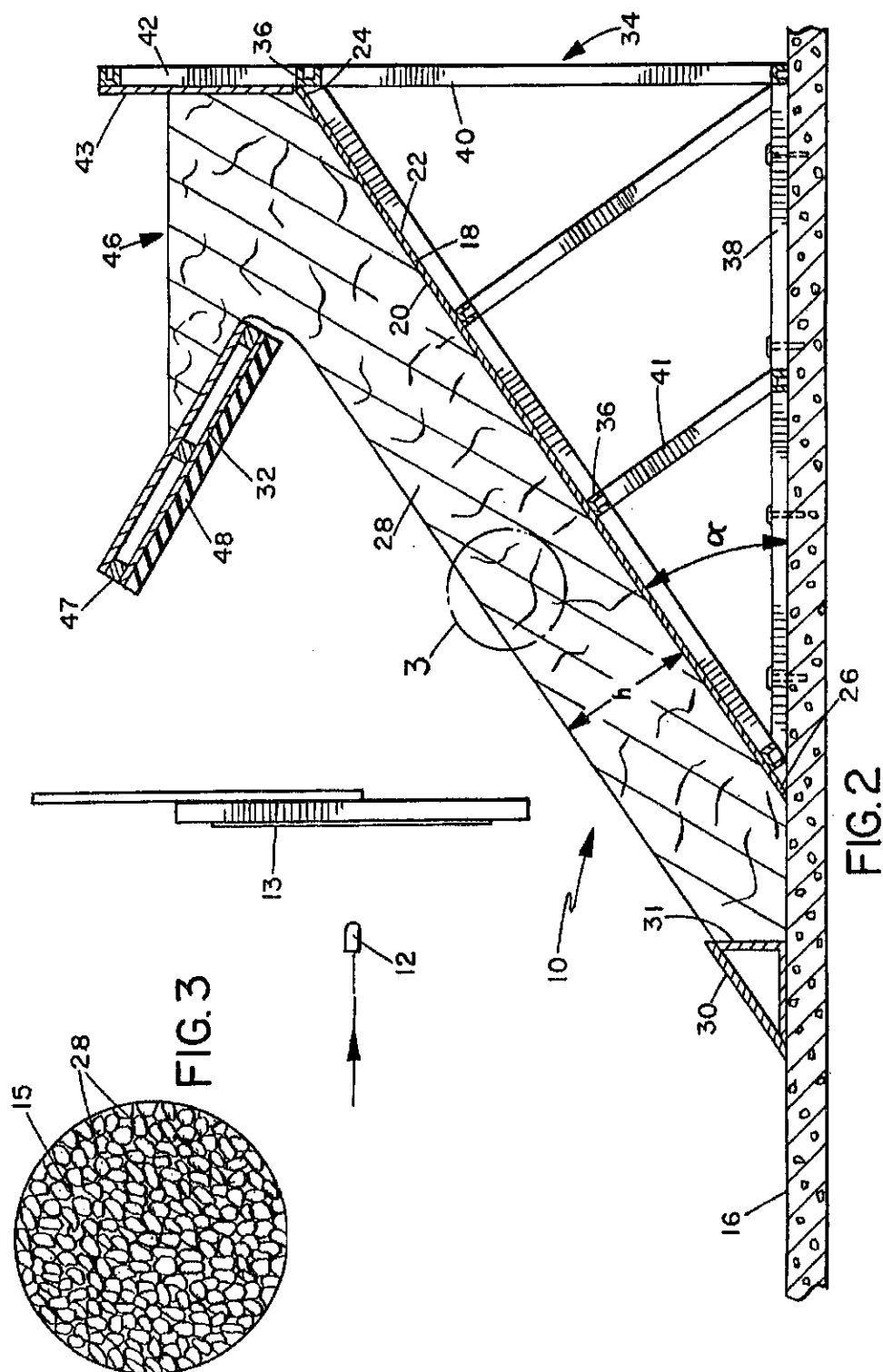
A backstop assembly for receiving projectiles, such as bullets. The assembly includes a plate inclined relative to the floor. The plate is covered with loose resilient particles such as rubber, but the rubber is not contained within another medium, nor is it enclosed within a box. A bullet entering the loose particles does not fragment because it is so much harder than the particles. Because the particles move out of the way of the bullet, rather than receive it, the bullets may be separated from the particles, and no lead dust is created by a fragmenting bullet.

**19 Claims, 3 Drawing Sheets**











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**PROJECTILE BACKSTOP ASSEMBLY****BACKGROUND OF THE INVENTION****1. Field of the Invention**

This invention generally relates to range safety devices and more specifically to a projectile backstop assembly using uncontained loose resilient particles, such as rubber.

**2. Description of the Related Art**

A number of backstop assemblies for slowing down projectiles, such as bullets or arrows, are known. Some contain granulated material. A typical container for such granulated material is a box-shape container with a self-healing medium dispersed across the side of entry of the projectile. For example, U.S. Pat. Nos. 5,171,020, 5,340, 117, and 5,435,571, all to either Wojcinski or Wojcinski, et al. disclose box-shaped containers covered with a self-healing medium, such as rubber or sheets of polymer material with the required elasticity for self-healing.

The projectile enters the container through the self-healing medium but it is the granulate matter located within the container that largely slows down and captures the projectiles after they have entered the container. A disadvantage of the Wojcinski-disclosed backstop assembly is the cost of elements, such as the box-shaped container and the self-healing medium which provide little of the desired functionality of slowing down a projectile. Clearly, it would be economically advantageous to slow down projectiles without the need for such containment means, and particularly for disposing of the requirements of a box-shaped container or a medium covering the opening of such a box.

A further disadvantage of the above-disclosed systems is the need to use flowable granulant materials arranged so that the granulates are periodically moved downward through slopped walls in the bottom of the box that act like a hopper to remove them from the container. To flow the granulates a mechanical agitator or vibrating system is employed. Additionally, to reduce binding or fusing of the material, caused by factors such as the combined weight of the granulates on ones disposed below water is added to the container through a complicated pump system. The requirement of such systems as motorized vibrating means or pump activated water injecting means is very expensive. Thus, it would be an advancement of the art to provide projectile slowing down and capturing assemblies that do not require such machinery.

Other backstop assemblies requiring containers are disclosed by Wojcinski. One containerized backstop assembly is disclosed by Wojcinski in U.S. Pat. No. 4,683,688. The assembly is part of a containerized shooting range and it consists of two rows of louvered panels of hard rubber material. The louvered panels are generally contained within an integral box-shaped container and further within the walls of the shooting range container itself. Another projectile backstop assembly disclosed by Wojcinski in U.S. Pat. No. 4,817,960 includes a container filled with a liquid for decelerating a projectile and elongated sheet of materials sealing the inlet opening. Two other backstop assemblies disclosed by Wojcinski in U.S. Pat. Nos. 4,458,901 and 5,040,802 each include a container housing a series of lamella within a frame. A disadvantage of the lamellas is the expense of creating the complex geometry and the need to replace the lamellas when those become damaged by a projectile.

Further contained systems for slowing down and catching projectiles such as bullets are disclosed in U.S. Pat. No.

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4,819,946 to Kahler, U.S. Pat. No. 5,486,008 to Coburn, and U.S. Pat. No. 2,743,106 to Schels. The Kahler-disclosed device includes a box with a plurality of vertically oriented resilient panels, aligned with an opening of the box. The Coburn-disclosed device includes a deceleration chamber that relies on complicated geometry and liquid lubricants to slow down a bullet. The Schels-disclosed device provides a receptacle for catching low velocity, low weight projectiles from toy guns including a felt or fibrous fabric to cushion the impact of pellets. Each of the above-described projectile backstop assemblies has a disadvantage of requiring a container in parts of complex geometry which must be periodically replaced.

U.S. Pat. No. 4,856,791 to McQuade describes a protective mat assembly that employs a sheet of elastomeric material and a cellular foam substrate mounted to a rigid panel. Projectiles which strike the assembly impact against the plate and projectile fragmentation is contained within the assembly. Although the McQuade-disclosed device does not require a box-shaped container, it has the disadvantage that it allows the projectile to fragment. When a projectile, such as a bullet fragments, it disperses its constituents. In the case of bullet, this means that lead is dissipated into lead dust which is a recognized environmental hazard. Shooting ranges that have backstop assemblies that allow fragmentation of the bullet must hire hazard treatment personnel to periodically remove the lead dust. This is very expensive. Thus it would be a clear advancement in the art to provide a low-cost backstop assembly which did not allow a projectile, such as a bullet to fragment.

It is known to layer strips or plates, one behind the other. One such arrangement is described in German patent publication DE3900-864 A1. The individual strips are inclined to define direction and may be turned over and slid mechanically to alter their angle to the firing direction and reversed over time. German patent publication DE4022-327 A1 shows a similar arrangement but the strips appear to be normal to the firing direction. In either case, the mats or strips must be periodically replaced and are expensive to manufacture and replace.

Clearly there is a need in the art for a low-cost backstop assembly that introduces no lead dust and requires no expensive lubricating or agitating equipment. Further, it would be advantageous to provide such a low-cost backstop assembly not requiring containing means or a projectile receiving medium separate from a medium used to slow and capture a projectile.

**SUMMARY OF THE INVENTION**

To overcome the disadvantages of the prior art described above, and in view of disadvantages that will become more evident in view of the detailed description below, a backstop assembly for receiving a projectile shot by a shooting instrument, spaced a distance from a shooting-area floor is disclosed. The backstop assembly comprises a plate or substantially planar member that is inclined at a predetermined non-normal angle to the shooting-area floor. Loose resilient particles are distributed over the top face of the inclined planar member and accumulated to a predetermined height. The loose resilient particles receive, slow-down, and capture fired projectiles without the need for a separate enclosing container or a separate medium covering the loose resilient particles.

This invention provides the advantage of a simple, low-cost device for effectively slowing down and capturing projectiles, such as bullets. The resilient particles allow such

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a bullet to be captured without striking any objects harder than the bullet itself. The bullet is not fragmented and the metal portion remains whole. Thus, another advantage of this invention is that lead dust does not contaminate the environment. A further advantage of this invention is that the bullets may be mined periodically for the value of its metal portion. For example, copper is often used for its desirable characteristics and it has high recycling value.

In one preferred embodiment, the inclined plate is inclined on a support structure such as a steel channel frame structure. In this embodiment, the inclined plate is preferably composed of steel. The height of the rubber may be selected for the caliber of projectile bullets being fired. The resilient particles preferably have some elastomeric properties such as rubber. The inventors have discovered that pure rubber such as rubber retained by cutting automotive tires, such as truck tires, offer particular advantages. Particular advantages may be realized if fibers such as nylon or steel are removed from the rubber before it is used in the backstop assembly. In this way, there is no danger of igniting such fibers or causing inadvertent fragmentation of the bullet.

Another alternative of embodying the invention is to provide a concrete inclined plate disposed on a dirt berm or hill and then covered with the loose resilient particles.

The foregoing, together with other features and advantages of the present invention, will become more apparent and be better understood in referring to the following specification, claims and accompanying drawings.

## BRIEF DESCRIPTION OF THE DRAWINGS

For more complete understanding of the present invention, reference is now made to the following detailed description of the embodiments illustrated in the accompanying drawings in which identical numbers and various views represent the same or similar elements, and wherein:

FIG. 1 is a perspective view of an indoor-type shooting range in which the backstop assembly of this invention is particularly useful, and an embodiment of which is shown;

FIG. 2 is an enlarged sectional view of the backstop assembly of this invention shown in FIG. 1 and taken on line 2—2 of FIG. 1;

FIG. 3 is an enlargement of the circled area 3 of FIG. 2 showing the loose resilient particles employed in the backstop assembly of FIGS. 1 and 2; and

FIG. 4 is a sectional view similar to FIG. 2, but showing an alternative embodiment of the backstop assembly of FIGS. 1 and 2 and adapted for an outdoor-type shoot range.

## DESCRIPTION OF THE PREFERRED EMBODIMENTS

The following is a detailed description of the preferred embodiments, wherein reference is made to the accompanying drawings in which is shown specific embodiments for practicing this invention. Nevertheless, other embodiments may be utilized and structural changes may be made without departing from the scope of the present invention.

FIG. 1 shows an exemplary indoor-type sports shooting range in which the present invention of backstop assembly 10 is useful. The exemplary shooting range is shown without its typical safety devices, such as separate shooting stalls for the sake of simplicity. For purposes of this example, the shooting range is shown in use with a gun 14; however, the backstop assembly 10 is also useful with projectiles other than bullets 12. For example, it is also useful with arrows (not shown) released from a bow (not shown). The invention

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is particularly advantageous for use with bullet projectiles because loose resilient particles 28 absorb the impact of the projectile 12 after it passes through target 13 without allowing it to impact a hard surface. Thus, since most bullets contain lead, this prevents hazardous lead dust from being accumulated in the shooting range.

Lead dust is a dangerous hazard associated with shooting ranges, because it causes lead fumes that may be breathed by humans in the area. Moreover, the lead dust is hazardous material and must be periodically removed by specially contracted personnel. Such hazard treatment personnel are very expensive and it is possible that government regulations may soon require means to keep lead dust below a certain level. However, the present invention offers the advantage of eliminating lead dust, or at least minimizing it because a bullet is not allowed to contact a hard surface until it has greatly slowed down or come to rest. It will only be through a rare situation such as an extreme aiming error on the part of the shooter that a bullet would ever strike a hard surface in a range employing backstop assembly 10.

Since the bullet 12 does not fragment, it may be mined for its material content. For example most bullets have a metal portion that surrounds lead within. Often copper is chosen for this metal because of its desirable properties. Copper is an extremely valuable metal and this invention provides the advantage of allowing the bullets to be mined periodically and separated from the loose resilient particles 28.

Thus, this invention offers the above-described advantages of being safe to use, due to the loose resilient particles which allow the projectile to pass through without breakup. This means there is no lead or bullet jacket fragmentation. The bullets are captured in whole. Therefore, it is easier to clean the range because there are no metal particles or lead dust to gather. Thus, there is no need for protective clothing or air aspirators. Because the resilient particles are moved out of the way by the projectile until it softly settles down into a bed of soft resilient particles, the resilient particles themselves may be recycled and reused because they are seldom actually penetrated by the projectile. An additional benefit of this design is that because there is minimal lead dust introduced into the environment of a shooting range, the exhaustive air filters of the range's ventilation system last several times longer than in ranges using typical prior art backstop assemblies.

FIG. 2 shows a sectional view of backstop assembly 10. Referring now to FIGS. 1 and 2, in typical operation, a projectile 12 is fired from shooting instrument 14. Shooting instrument 14 is spaced some distance from shooting floor 16. The projectile passes through target 13 into the resilient particles 28 which are distributed to predetermined depth of height  $h$  on a top face 20 of plate or planar member 18. In a shooting range environment, it is preferable that planar member 18 be made of a hard high strength material, such as steel. The height or depth of the resilient particles 28 may be varied according to the caliber of the bullet being fired into target 13. Similarly, the height  $h$  is also preferably varied according to the caliber of bullet fired into target 13. For example, for a small caliber bullet which includes any pistol calibers up to 44 mag., it is preferable to use a planar member 18 of about  $\frac{1}{4}$ " thickness covered with loose resilient particles 28 piled to about 18" in height.

In a preferred embodiment, planar member 18 is a steel plate inclined at a predetermined non-perpendicular or non-normal angle  $\alpha$  shooting area floor 16. Tests by the inventors have shown that the loose resilient particles stay in place without being contained due to frictional forces as long as

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the predetermined angle  $\alpha$  does not exceed  $35^\circ$ . The steel plate 18 is supported at this angle on a steel channel frame 34 comprised of longitudinal members 38, transverse members 36, vertical members 40, and load bearing members 41 disposed normal to plate 18. Plate 18 is supported by the frame at bottom face 22 and near bottom end 26 and top end 24, respectively.

The steel channel frame is merely an exemplary way of supporting planar member 18 at an angle inclined non-normal to shooting area floor 16. Thus, certain thicknesses and widths of steel have been found to be satisfactory in field tests but others might work as well. The thicknesses and widths are merely recommendations provided as examples. One skilled in the art may devise other means or methods for supporting planar member at the non-normal angle  $\alpha$  without deviating from the scope or spirit of this invention. However, when using such a frame, it is preferable that steel channel frame 34 be provided with an upper extended channel 42 with a steel plate 43 disposed substantially normal to floor 16. For  $\frac{1}{4}$ " steel plates 18 and 43, it is preferable to use a 4" channel steel frame of appropriate length and width in accordance with the length and width of the plates and dimensions of the range. Nevertheless, the length and width dimensions are a design choice not affecting the scope of the invention.

It is known in shooting ranges to provide deflection plates for safety. Thus, in a preferred embodiment of an indoor-type configuration, it is preferable to use a lower steel deflection plate 30 of a size determined by the caliber of the projectile. The steel deflection plate 30 is disposed at a substantially normal angle to shooting floor 16 and spaced some nominal predetermined distance from bottom end 26 of planar member 18. Optional deflection plate 30 provides the advantage that resilient particles 28 may abut plate 30 at face 31 to further minimize the potentiality that a bullet will be fragmented. Although the deflection plate may support loose resilient particles it is not necessary for it to do so.

It is also known to provide an upper deflection plate, such as deflection plate 32, in an indoor-type range. The upper deflection plate 32 is primarily composed of a wood frame 47 and steel liner (not shown) and optionally covered with the non-reflective rubber mat 48 on the side facing the shooter. Conveniently, the resilient particles may be piled high enough to form a virtual hopper 46. Resilient particles 28 are held in place between upper extended vertical member 42, upper deflection plate 32 and top face 20 of planar member 18. This provides an easy way of ensuring that enough resilient particles 28 are in place when replenishing the particles; however, the hopper option may be omitted without negating the utility of this invention.

FIG. 3 shows an enlargement of a group of resilient particles 28. Preferably, resilient particles 28 are rubber. Further, it is preferred that the particles be made out of non-contaminated rubber. The rubber should be uncontaminated so there are no waste or by-products included with the rubber. The inventors have discovered that it is particularly advantageous to obtain the rubber by cutting tires such as truck tires and removing fibrous material such as steel or nylon. Diesel truck tires are particularly advantageous because they are typically made of a harder rubber than automotive tires and are thicker. Nevertheless, the cutting process may be a simple chopping or shredding action and it is not necessary to maintain any uniform size of the resilient particles. This substantially reduces cost because it is not necessary to maintain tight quality control over the dimension of the rubber. Nevertheless, a good choice for the size of the resilient particles is on the order of about  $\frac{1}{4}$ " to about 1" in length and about  $\frac{1}{4}$ " to 1" in thickness.

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Typically, the piled rubber will yield about 50 lbs. per cubic foot of force to surfaces below. For depths over 24", the weight on each particle from particles above starts exceeding 100 lbs and continues to increase as the height  $h$  is increased. Excessive weight tends to bind rubber particles near the bottom together. This is undesirable. Thus, it is desirable to maintain enough depth to stop a caliber of the bullet being fired, but on the other hand not so deep that the weight of the resilient particles pressing on the other resilient particles tends to cause binding of the particles together. The inventors have recognized that since 24" or 2' of rubber is sufficient to stop calibers including some rifle calibers that the weight may be maintained so that the bottom particles are not overly pressed together. Some large caliber bullets will require more depth of rubber particles, so an anti-adhesion medium 15 may be applied over the rubber to minimize any binding effect. Calcium carbonate has been found to be a particularly good choice for such a powdered material. Calcium carbonate also has a fire-retardant property which makes it a good choice as well. Nevertheless, since in a preferred environment, there are no fibrous materials such as steel or nylon in the pure rubber and the bullet will not likely contact a hard object such as steel, the probability of fire is very low.

An example of a preferred sizing for the steel for channels of frame 34, for planar member 18, and for height  $h$  for pistol calibers has been discussed. Further preferred configurations are discussed now. For medium caliber which includes any rifle calibers up to and including 375 H&H softpoint, it is best to use a 4" channel steel frame with 24" of rubber particles spread over a  $\frac{1}{4}$ " thick steel plate 18. For large calibers, including any rifle calibers up to and including 460 Weatherby, it is best to use 4" channel steel for frame 34 and a  $\frac{3}{8}$ " inch steel plate 18. Additional supports may be added to accommodate up to about 36" of rubber particles. For extra large caliber such as that used in military applications, up to and including 50 caliber, it is best to use 6" channel steel with about 48" of rubber particles over a  $\frac{3}{8}$ " steel plate. As in the case of a large caliber, it is best to use additional support under the steel plate to support the added weight. The addition of a powder such as the calcium carbonate is particularly recommended for large caliber and extra large caliber operations.

FIG. 4 shows an alternative embodiment of plate or substantially planar member 44 cast from concrete for use in an outdoor-type shooting range. Planar member 44 serves the identical function of member 44, in the same way, to achieve the same result. Concrete planar member 44 includes top face 50 piled with loose resilient particles 28 to a predetermined height  $h$  depending on the caliber of projectile being used. For simplicity, neither a shooting instrument, nor a projectile, nor other articles in a typical outdoor-type shooting range are shown. However, the arrangement of outdoor shooting ranges is well known and the projectile reacts in the same way because resilient particles are the same. Projectile 12 is not shown either.

In such an outdoor shooting range, a concrete deflection plate 58 with a face 59 is useful for the same safety reasons as described above for the steel deflection plate 30 and its face 31. As with the metal indoor-type embodiment described above, the projectile 12 enters the loose resilient particles 28 and simply moves the particles out of the way as it migrates downward toward face 50. The particles 28 are of course piled high enough that the projectile never actually reaches the steel plate during the firing phase. However, a previous fired bullet may eventually reach the plate after many shots have been fired into the plate 44, and this is the

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same situation that will occur with the preferred embodiment. Once a projectile 12 reaches the face 50, it travels down toward bottom end 56 of planar member 44.

The concrete plate 44 rests with bottom face 52 directly on a dirt berm or earthen slope 60. The plate is inclined at a predetermined angle  $\alpha$  just as with the indoor-type environment discussed above. The maximum choice for  $\alpha$  should not exceed  $35^\circ$  so the resilient particles will stay in place with merely frictional forces.

The non-containment aspect and the simple geometry of this invention in either embodiment offer many economically advantages. In particular, an enclosing medium does not need to be provided, such as typically provided in the prior art, and there is no need for a box-shaped container. The resilient particles may be sculpted on the concrete plate to provide a wing-type structure on the outside for counteracting a tendency of the particles to be dispersed, particularly with the use of large caliber bullets. However, this recommended addition of wings is not essential to the utility of this invention. A minimum thickness of the concrete plate 44 should be about 4" with suitable steel reinforcement within. The shooting floor 17 is preferably made of earth, but may also be covered by some substrate such as a concrete slab. The relationship between the shooting area floor 17 and the inclined concrete plate 44 is the same as the relationship between the shooting floor 16 and the steel plate 18.

Recommended depths for the particles in accordance with the caliber of the bullet used are given below. Exemplary thicknesses of concrete are also given. For example, for use with a small caliber bullet including any pistol calibers up to 44 mag., it is best to use a 4" concrete slab on a  $35^\circ$  graded earth and slope or hill with about 18" of rubber particles dispersed over the face 50 of plate 44. For a medium caliber including a rifle caliber up to and including 375 H&H softpoint, it is best to use a 4" concrete plate on a  $35^\circ$  graded slope or hill 60 with 24" of rubber particles spread over face 50 of concrete plate 44. For a large caliber which includes any rifle calibers up to and including 460 Weatherby, it is best to use a 5" concrete slab at the same angle with about 36" of rubber media spread over the concrete. For extra large caliber, up to and including 50 cal., it is best to use a 6" concrete plate with about 48" of rubber particles dispersed over the face of the plate.

Much of the prior art rubber particles used in containers has been reclaimed from conveyor belts which are ground up and include much fiber. The fiber represents a fire risk. In this invention, it is preferred that the rubber be non-contaminated without extraneous material. A good supplier of such non-contaminated rubber is Atlas Rubber Supplier in Los Angeles, Calif. It has been found that by using loose resilient particles of pure rubber, the bullet is not fragmented and retains approximately 99% of its original weight. Thus, there is little or no splatter. Metal from the bullet may now be recycled. The rubber can be used for a much longer period of time than the rubber used for prior-art a container medium that also serves as a point of entry for a projectile.

The amount of precautionary of calcium carbonate that may be added should only be on the order of about 1% of the total volume of the rubber plus the calcium carbonate. The calcium carbonate is probably most useful in situations using large caliber and extra large caliber bullets, and for outdoor configurations where rain may be expected. The calcium may simply be raked in to the rubber. The rubber may be added to the substantially planar member of either embodiment in a variety of ways, including by use of a vacuum system in an indoor-type range, or by the use of a

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shovel in either the indoor-type or outdoor-type range. In either case, after many uses, the bullets may be harvested readily by separating them from the rubber particles.

A new backstop assembly is described above in which loose resilient particles receive, slow-down, and capture fire projectiles. The loose resilient particles are spread over a substantially planar member having a top face, a bottom face, a top end, and a bottom end. The planar member is inclined at a predetermined, non-normal angle to the shooting area floor. It is not necessary to contain the loose resilient particles, nor is it necessary to provide a box-shaped container, and bullets may be harvested readily with little or no fragmentation. Fire risk is substantially reduced and embodiments can be produced at low cost. Other configurations and arrangements may occur to those skilled in the art without departing from the scope of this invention. Therefore, this invention is not to be limited in any way, except by the claims appended below and their equivalents.

What is claimed is:

1. A backstop assembly for receiving a projectile shot by a shooting instrument spaced a distance from a shooting area floor, comprising:

a horizontally extending, solid shooting area floor;

a substantially planar member having a front face, a rear face, a top end and a bottom end, the planar member being inclined at a predetermined non-normal angle to the shooting area floor with the bottom end engaging the shooting area floor directly with no intervening structure between the bottom end of the planar member and the shooting area floor;

the shooting area floor projecting forwardly from the bottom end of the planar member to provide a solid, stationary horizontal support portion extending directly from the bottom end of the planar member;

a stationary deflection plate projecting upwardly from said support portion at a location spaced forwardly from the bottom end of said planar member;

loose resilient particles for receiving, slowing down, and capturing the projectiles, the loose particles being distributed over the front face of the inclined planar member and being accumulated to a predetermined height to form a generally stationary pile along the length of the planar member which stays in place and resists flowing down the inclined planar member, the pile having a lower end located between said deflection plate and the bottom end of said planar member, said deflection plate comprising means for holding the pile in place;

wherein the assembly is a conveyorless system and has no moving parts, and the loose particles are self-agitating under the influence of the projectiles, thereby requiring no external agitating devices in the conveyorless system;

an upper, substantially flat and planar deflection member located adjacent the top end of the planar member, the deflection member being oriented at a predetermined, non-perpendicular deflection angle projecting forwardly from said planar member, the upper deflection member having a front face forming a deflection plate for deflecting any projectile hitting the plate downward into the pile of particles, and a rear face forming a tapered inlet at the same angle as said deflection member front face for feeding particles onto the pile; and

a rubber mat covering the front face of said deflection plate.

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2. The assembly as claimed in claim 1, including a vertical surface projecting upwardly from the shooting-area floor at a location spaced rearwardly from the bottom end of the planar member to a location spaced above the top end of the planar member, the top end of the planar member being located adjacent said vertical surface and the planar member being inclined forwardly from said vertical surface.

3. The assembly as claimed in claim 1, including a vertical member extending upwardly from the top end of the planar member and facing said rear face of said upper deflection member to define an inlet hopper between said inclined rear face and vertical member, the resilient particles extending upwardly from the top end of the planar member to fill at least part of said inlet hopper, whereby the pile is kept full of particles at all times.

4. The backstop assembly of claim 1, wherein the loose resilient particles are made of substantially non-contaminated rubber.

5. The backstop assembly of claim 1, wherein the loose resilient particles are made of substantially non-contaminated rubber comprising cut tires which have been purified to remove substantially all contaminating fibrous material including steel and nylon from the rubber.

6. The backstop assembly of claim 5, wherein the loose resilient particles include a variety of different sized and shaped resilient particles.

7. The backstop assembly of claim 6, wherein the largest of the different sized resilient particles is larger than the projectile.

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8. The backstop assembly of claim 6, wherein the largest of the different sized resilient particles is about one inch in length and about one-half inch in thickness.

9. The backstop assembly of claim 6, wherein the resilient particles are coated with a powder material.

10. The backstop assembly of claim 9, wherein the powder material is calcium carbonate.

11. The backstop assembly of claim 1, wherein the substantially planer member is made of steel.

12. The backstop assembly of claim 1, wherein the deflection plate is made of steel.

13. The backstop assembly of claim 11, and further comprising a steel support frame fixedly-coupled with the bottom face of the substantially planer member for holding the substantially planer member at the predetermined angle of inclination.

14. The backstop assembly of claim 13, wherein the steel support frame is further fixedly-coupled with the shooting-area floor.

15. The backstop assembly of claim 1, wherein the substantially planer member is made of concrete.

16. The backstop assembly of claim 1, wherein the predetermined non-normal angle is about 35 degrees.

17. The backstop assembly of claim 1, wherein the height of said particles is at least 18".

18. The backstop assembly of claim 17, wherein the height is in the range from 18" to 48".

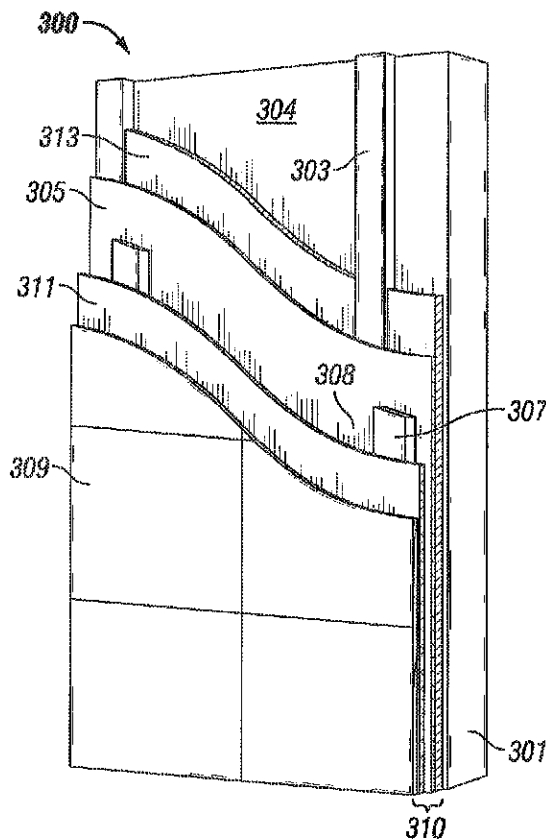
19. The backstop assembly of claim 1, wherein the height of the pile is at least 24".

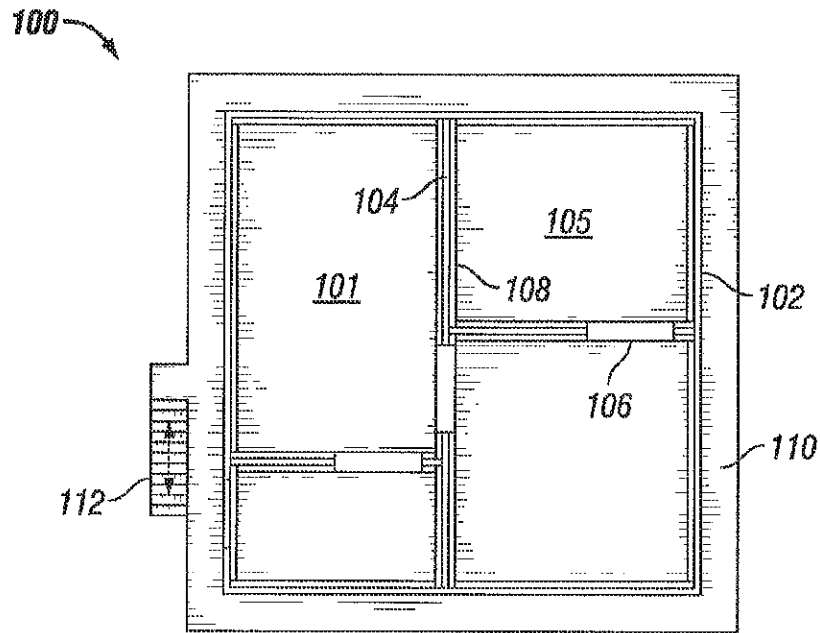
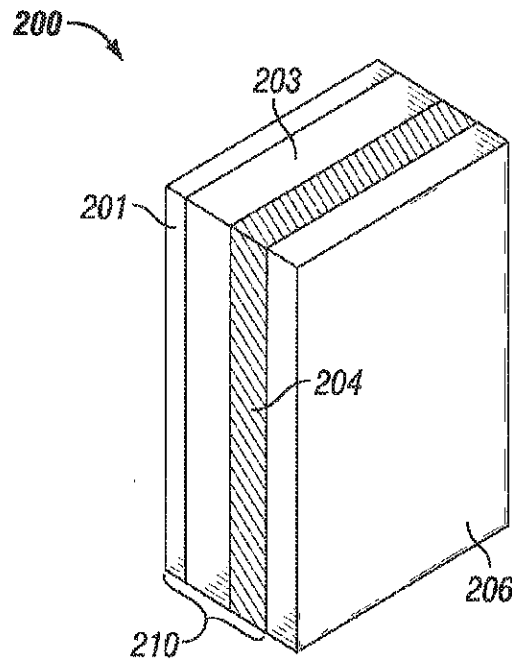
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(45) Date of Patent: Nov. 4, 2014

**19 Claims, 2 Drawing Sheets**



**FIG. 1****FIG. 2**  
**(Prior Art)**

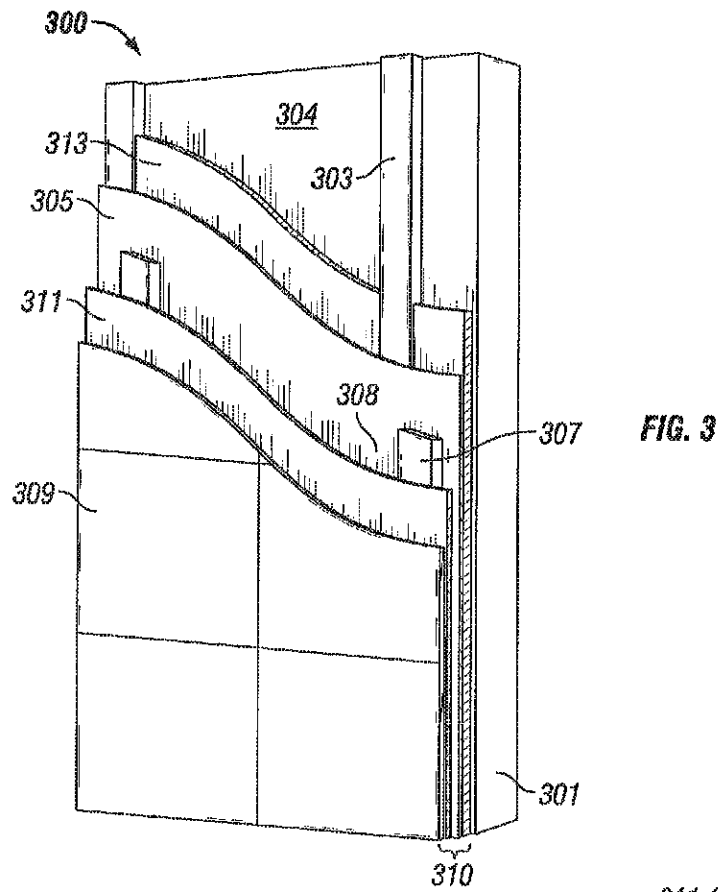
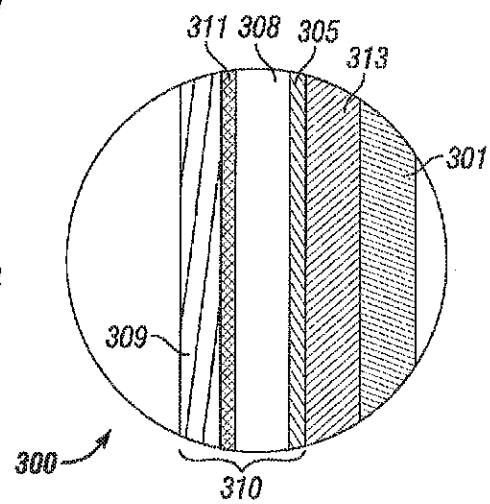


FIG. 4



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## REMOVABLE INSPECTION PANEL

## BACKGROUND

## 1. Field of the Disclosure

The present application relates generally to projectile containment assembly safety devices and, more specifically, to a projectile containment assembly or wall assembly which includes a removable inspection panel forming a portion or all of one or more shoot house walls.

## 2. Description of the Related Art

Certain personnel such as police and members of the armed forces have jobs that require them to carry and use fire arms. For their own and the public's safety, armed personnel must be properly trained. Traditionally, much of this training occurs at firing ranges. However, for these personnel to safely use their firearms, a large portion of training must occur in more realistic settings. To accomplish this, additional training may occur on specifically designed assault courses including structures commonly known as shoot houses. These structures provide for many actual combat situations where trainees must quickly and accurately identify and respond to realistic threats to their safety.

To better simulate actual combat situations, training is generally conducted in groups using live ammunition. Since personnel may need to quickly fire their weapon as they enter a room, it is necessary that the shoot house walls be able to withstand the impact of multiple rounds of ammunition. Shoot house walls must also be constructed to prevent bullets from ricocheting off the wall and injuring trainees. Traditional shoot houses were originally constructed out of concrete, tires, or gravel filled walls. As technology improved, shoot houses have become more sophisticated and better able to stop bullets and ricocheting. However, even with current technology, shoot house walls may fail without warning.

Firing ranges pose many of the same threats to nearby personnel as a shoot house. The ranges must be configured in a manner that will stop bullets and prevent ricocheting bullets from injuring anyone nearby. Projectile containment assemblies are commonly used in both shoot house walls and firing ranges to stop projectiles and prevent ricocheting by slowing down and capturing the projectile.

Projectile containment assemblies are of widely varying configurations, from a single layer of solid concrete or thick steel, to a plurality of layers of various materials. By way of example, a containment assembly used in a known shoot house wall consists of a fixed containment assembly having three layers: a thick concrete anterior and posterior layer with and interior containment assembly layer consisting of a material to absorb and capture any bullets or fragments that may ricochet off the wall.

More recently, modular projectile containment assemblies have been developed which are comprised of modular containment assembly panels having a bullet retaining layer spaced from an impenetrable core layer, secured to a base member. One such example is a projectile containment assembly modular wall assembly having a bullet retaining layer made of ballistic rubber spaced from an impenetrable layer made of steel and secured to a modular base member. Bullets fired at the wall pass through the ballistic rubber, shatter on the steel back of the panel. A device may be placed below the space between the ballistic rubber layer and the steel layer to capture and retain any resulting projectile fragments.

Projectile containment assemblies pose a significant threat to safety in that they may fail without warning if the various containment assembly layers become weakened or worn with

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prolonged use. Failure of the projectile containment assembly may then allow projectiles or bullets to impact the wall being protected damaging the wall and, ultimately, causing failure of the wall. What is needed an apparatus which will provide early indication or warning of an imminent failure of the projectile containment assembly or wall assembly.

## SUMMARY OF THE DISCLOSURE

The present application discloses a removable inspection panel to monitor the soundness of projectile containment assemblies and indicate, for example, when a shoot house wall is no longer safe. In a first embodiment, a removable inspection panel constructed of impact resistant material, steel plate, for example, is removably disposed between a projectile containment assembly and a supporting structure. Spaced vertical spacer elements are attached to and separate the projectile containment assembly from the supporting structure defining a gap therebetween. The panel of impact resistant material is removably disposed between the spaced vertical spacer elements. The removable inspection panel is removable to allow periodic inspection of the inspection panel. In another embodiment, the removable inspection panel is slidably supported between the spaced vertical spacer elements. In yet another embodiment, one or more inspection panels are slidably supported between pairs of the spaced vertical spacer elements.

In another embodiment, an inspection panel assembly includes an inspection panel of an impact resistant material, such as steel plate, for example, is removably mounted to a supporting wall. A backstop panel of abrasion resistant steel plate, for example, is placed in front of the inspection panel. A panel of resilient material, such as styrene butedyn rubber, for example, is placed in front of and spaced from the backstop panel. The panel of resilient material is attached to and covers the backstop panel. In some embodiments, the panel of resilient material is attached to a rigid backing layer to provide support. One or more pairs of spaced vertical spacer elements are placed between the supporting wall and the backstop panel, and the inspection panel is slidably disposed between the pair of vertical spacer elements. A top side of the inspection panel assembly is open to allow removal of the inspection panel for periodic inspection.

## BRIEF DESCRIPTION OF THE DRAWINGS

The following figures, in which like numerals indicate elements, form part of the present specification and are included to further demonstrate certain aspects of the present disclosure. The disclosure may be better understood by reference to one or more of these figures in combination with the detailed written description of specific embodiments presented herein.

FIG. 1 is a top plan view of an embodiment of a shoot house described in the present application;

FIG. 2 is a perspective view of a prior art projectile containment assembly supported by a shoot house wall;

FIG. 3 is a perspective view from the front of an embodiment of an inspection panel assembly supported by a shoot house wall as disclosed in the present application; and

FIG. 4 is a cross-sectional view of the inspection panel assembly supported by a shoot house wall shown in FIG. 3.

These and other embodiments of the present application will be discussed more fully in the description. The features, functions, and advantages can be achieved independently in

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various embodiments of the claimed invention, or may be combined in yet other embodiments.

## DETAILED DESCRIPTION

One or more illustrative embodiments are described below. Not all features of an actual implementation are necessarily described or shown for the sake of clarity. The present invention is generally directed to an inspection panel assembly incorporating a removable inspection panel in a projectile containment assembly. One of ordinary skill in the art of projectile containment assemblies will appreciate that the various embodiments of the invention can and may be used in any number of projectile containment assemblies.

Referring now to FIG. 1, a top plan view of a typical shoot house 100 is shown. Military and law enforcement personnel routinely face known or potential combative threats when they enter houses and other buildings in the regular course of their work. Shoot houses, similar to shoot house 100, have been developed to facilitate the training of these personnel by creating scenarios similar to actual combat scenarios. To more closely simulate true combat scenarios, shoot houses are often designed to replicate house and/or building floor plans. Potential friendly and adverse targets (not shown) are concealed within shoot house 100. Training of personnel involves quickly and accurately identifying the actual threat of such targets.

To that end, shoot houses are generally constructed with exterior walls 102 defining a generally rectangular structure 101. The interior of structure 101 may be configured with various features such as interior walls 104 forming passageways and separate rooms 105, doors 106, windows (not shown) and stairwells (not shown), for example. Exterior walls 102 provide the structural strength and integrity of the shoot house and may be constructed of any suitable material, such as steel plate, concrete, concrete block or brick and mortar, for example. Interior walls 104 are permanently attached to and supported by exterior walls 102. Alternately, interior walls 104 may be temporarily attached to exterior walls 102 to allow for reconfiguration of the interior of shoot house 100. Interior walls 104 may be constructed of any suitable material such as steel plate, for example.

Shoot houses are generally constructed outdoors and are protected from the elements of nature by an overhanging roof or covering structure (not shown). Shoot house floor plans are traditionally open and may provide a catwalk 110 around a portion of or all of the upper perimeter of the exterior and interior walls above the shoot house structure 101. The catwalk 110 is accessible via exterior stairway 112. Training facilitators may safely observe training missions from the catwalk 110. The open floor plan also provides access to the shoot house walls 102, 104 for purposes of maintaining and/or replacing portions of the wall or walls.

Generally, the anterior portions of the exterior and interior walls 102, 104 defining each room or hallway 105 incorporate projectile or bullet containment assemblies 108 either integral with or attached to the anterior surface of the walls 102, 104 to accommodate live-fire within the shoot house structure 101. More specifically, the anterior walls in each room or hallway 105 include armored panels and/or armored steel plates to maintain the integrity of the walls when impacted by projectiles or bullets. Bullet containment assemblies 108 are required protect personnel both inside and outside the building from stray and/or ricocheting projectiles or bullets and projectile fragments. Bullet containment assemblies 108 also minimize or prevent dust and fragments resulting from the impact of bullets with the shoot house walls 102, 104. Project-

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tile containment assemblies vary greatly in their design. Often, a lower portion of the bullet containment assemblies 108 are either open to a space below or otherwise contain a system for the collection and disposal of spent projectiles and fragments.

Referring now to FIG. 2, a perspective view of a commonly utilized prior art wall and projectile or bullet containment assembly 200 is illustrated. Projectile containment assembly 210 incorporates a plurality of layers or panels including a backstop panel 204 attached to an anterior side of a support structure 206 such as the exterior walls 102 or interior walls 104 (shown in FIG. 1). Backstop panel 204 is of a suitable material, such as abrasion resistant steel plate, for example, for stopping and absorbing the energy of a projectile, such as a bullet, for example, impacting the containment assembly 210. A removable panel 201 of resilient material, such as styrene butedyn rubber or recycled, vulcanized tire rubber (sometimes referred to as ballistic rubber), for example, attached to the front side or anterior side of containment assembly 210 and covers the backstop panel 204. Panel 201 is separated from the surface of backstop panel 204 by a short distance, one inch, for example.

When a projectile or bullet impacts the containment assembly 210, the projectile passes through resilient panel 201 and impacts against and is stopped by the backstop panel 204. The projectile's velocity is reduced substantially by its passage through the resilient panel 201 while the remaining energy is absorbed by the projectile's impact against the backstop panel 204. Projectile or bullet fragments and other debris, such as lead dust, for example, are contained within the air space between the backstop panel 204 and the resilient panel 201. The projectile fragments and other debris drop to the bottom of the containment assembly 210 into a tray (not shown), for example, for collection and disposal. In the event the resilient panel 201 becomes damaged due to bullets or other projectiles repeatedly passing through the panel 201, it can be easily replaced. Similarly, backstop panel 204 may be removably mounted to the wall 102, 104 to facilitate removal and replacement in the event it becomes damaged due to repeated impacts of bullets or other projectiles.

Referring now to FIGS. 3 and 4, FIG. 3 illustrates a perspective view from the front of a wall and inspection panel assembly 300 according to an embodiment of the removable inspection panel as disclosed in the present application. FIG. 4 is a cross-sectional view of the wall and inspection panel assembly 300 shown in FIG. 3. A support structure or back panel 301, such as exterior wall 102 or interior wall 104, for example, as shown in FIG. 1, supports a projectile containment assembly 310. Support structure 301 is constructed of a suitable material, such as steel plate, concrete, concrete block or brick and mortar, for example. Projectile containment assembly 310 is spaced from support structure 301 by spacer elements 303 providing a space or gap 304 in which a removably inspection panel 313 is disposed. Vertical spacers 303 of a suitable material, such as two-inch by four-inch wooden studs or beams, for example, are attached at regular intervals across the anterior surface of wall 301. To build the projectile assembly 310, a backstop panel 305 is attached to the spacers 303, the spacers 303 forming gap 304 between the anterior face of the wall 301 and the posterior face of backstop panel 305. The gap 304 between support structure 301 and backstop panel 305 may be about one and one-half inches, for example. The backstop panel 305 is of a suitable material, such as AR500 steel plate, for example, for stopping and absorbing the energy of a projectile, such as a bullet, fired at the containment assembly 310. A resilient panel 309 of suitable material, such as styrene butedyn rubber or recycled, vulca-

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nized tire rubber (sometimes referred to as ballistic rubber), for example, is attached to the front side of the containment assembly 310 covering the surface of the anterior face of backstop panel 305 and forms the anterior or front wall of the projectile containment assembly 310. The resilient panel 309 is separated from the backstop panel 305 by spacers 307 forming an airspace 308 therebetween. Spacers 307 are of a suitable material, such as two-inch by four-inch wooden studs or beams, for example. The spacing between the resilient panel 309 and the backstop panel 305 may be about one and one-half inches, for example. The posterior face of resilient panel 309 may be attached to and supported by a rigid backing layer 311 such as one-half-inch plywood, for example.

An inspection panel 313 of a suitable impact resistant material, such as steel plate, for example, is removably attached to and supported between spacers 303 in gap 304 between the backstop panel 305 and the anterior face of the wall 301. For example, the inspection panel 313 may be slideably mounted in tracks formed in facing edges of the spacers 303. In certain embodiments, inspection panel assembly 300 may be open at the top to allow inspection panel 313 to be removed and inspected to determine the soundness of the backstop panel 305. Any detectable damage to the inspection panel 313 indicates that the backstop panel 305 has failed or that failure is imminent. A failed or badly damaged backstop panel 305 can be replaced prior to the wall 301 being damaged or breached by any projectiles or bullets passing through the backstop panel 305. If damaged, the inspection panel 313 may also be removed and replaced with another inspection panel.

In another embodiment according to the present disclosure, the inspection panel assembly may be supported by a backstop or other support structure located at a shooting range.

In another embodiment according to the present disclosure, the inspection panel assembly 300 is modular rather than a single unit allowing the components to be shipped to a site and assembled for use. A modular inspection panel assembly 300 may also be disassembled for shipment and reassembled at a different site.

Although the present disclosure has been described in terms of certain embodiments, other embodiments that are apparent to those of ordinary skill in the art, including embodiments which do not provide all of the features and advantages set forth herein, are also within the scope of this disclosure. Accordingly, the scope of the present disclosure is defined by the claims that follow.

What is claimed is:

1. A removable inspection panel comprising:

a panel of impact resistant material removably disposed between a projectile containment assembly and a supporting structure, the panel of impact resistant material abutting against the supporting structure and the panel of impact resistant material may be slidably removed while the projectile containment assembly remains securely connected to the supporting structure, wherein spaced vertical spacer elements are attached to and abut against the supporting structure and separate the projectile containment assembly and the supporting structure defining a gap therebetween, the panel of impact resistant material being removably disposed between the spaced vertical spacer elements.

2. The removable inspection panel of claim 1, wherein the impact resistant material comprises a steel plate.

3. The removable inspection panel of claim 1, wherein the panel of impact resistant material is slidably supported between the spaced vertical spacer elements.

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4. The removable inspection panel of claim 3, wherein one or more panels of impact resistant material are slidably supported between pairs of the spaced vertical spacer elements.

5. The removable inspection panel of claim 1, wherein the removable inspection panel is removable to allow periodic inspection of the removable inspection panel.

6. An inspection panel assembly comprising:

an inspection panel of an impact resistant;

a backstop panel connected to a supporting wall and being disposed in front of the inspection panel, the inspection panel abutting against the supporting wall and the backstop panel, and being slidably disposed in a space between the backstop panel and the supporting wall, wherein the inspection panel may be removed from the space while the backstop panel is securely connected to the supporting wall; and

a panel of resilient material covering the backstop panel, the panel of resilient material being spaced from the backstop panel.

7. The inspection panel assembly of claim 6, further comprising at least a pair of spaced vertical spacer elements disposed between the supporting wall and the backstop panel, the inspection panel slidably disposed between the pair of vertical spacer elements.

8. The inspection panel assembly of claim 6, further comprising a rigid backing layer attached directly to a posterior face of and supporting the panel of resilient material.

9. The inspection panel assembly of claim 6, wherein the impact resistant material comprises a steel plate.

10. The inspection panel assembly of claim 6, wherein a top side of the inspection panel assembly is open to allow removal of the inspection panel.

11. The inspection panel assembly of claim 6, wherein the resilient material comprises styrene butadiene rubber.

12. The inspection panel assembly of claim 6, wherein the resilient material comprises vulcanized rubber.

13. A shoot house comprising:

one or more supporting walls defining an enclosed structure; and

an inspection panel assembly attached to an anterior surface of at least one of the walls, wherein the inspection panel assembly comprises:

an inspection panel of an impact resistant material;

a backstop panel connected to a supporting wall of the one or more supporting walls and being disposed in front of the inspection panel, the inspection panel being slidably disposed in a gap between the backstop panel and the supporting wall, wherein the inspection panel may be removed from the gap while the backstop panel is securely connected to the supporting wall; and

a panel of resilient material covering the backstop panel, the panel of resilient material being spaced from the backstop panel.

14. The shoot house of claim 13, wherein the impact resistant material comprises a steel plate.

15. The shoot house of claim 13, wherein the inspection panel assembly further comprises at least a pair of spaced vertical spacer elements that abut against the supporting wall and that abut against the backstop panel, the inspection panel slidably disposed between the pair of vertical spacer elements.

16. The shoot house of claim 15, wherein one or more inspection panels are slidably supported between pairs of the spaced vertical spacer elements.

17. The shoot house of claim 13, wherein a top side of the inspection panel assembly is open to allow removal of the inspection panel.

US 8,875,613 B2

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18. The shoot house of claim 13, wherein the inspection panel assembly further comprises a rigid backing layer attached directly to a posterior face of and supporting the panel of resilient material.

19. The shoot house of claim 13, wherein the resilient material comprises styrene butadiene rubber.

\* \* \* \* \*

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**Deb Syphrett-Clark**

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**From:** belwelltrs@gmail.com  
**Sent:** Wednesday, October 30, 2019 11:53 AM  
**To:** fjackson@co.jefferson.tx.us; syphrett@co.jefferson.tx.us  
**Subject:** Patent Information  
**Attachments:** 016\_20038.001US01\_US 8313103 B2.pdf; US6173956 - Granular Rubber Bullet Trap.pdf; 016\_20038.002US01\_Patent-US8875613B2.pdf

Please find the attached patent information held by company owner Kerry O'Neal.  
Brandt

Brandt Elwell

**TRS**

O: 208 938-2891

C: 208 949-4244

[belwelltrs@gmail.com](mailto:belwelltrs@gmail.com)



# Jefferson County Firearms Training Facility

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**Contract Issued by:**  
**Jefferson County Purchasing Department**

1149 Pearl Street  
Beaumont, TX 77701  
November 19<sup>th</sup>, 2019

Contract No. 0R19005

## **CONTRACTING AGREEMENT**

STATEMENT OF WORK AND SCOPE OF  
REQUIRED SERVICES

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## 1. Agreement

This Agreement is made as of this 19th day of NOVEMBER in the year of 2019,  
by and between the following parties, for services in connection with the Project identified below.

### Owner:

Jefferson County  
1149 Pearl St.  
Beaumont, TX 77701

Primary Point of Contact: Troy Tucker

Contact information:

Jefferson County Sheriff's Office  
1001 Pearl St. #103  
Beaumont, TX 77701  
P: 409 835-8411  
Email: [ttucker@co.jefferson.tx.us](mailto:ttucker@co.jefferson.tx.us)

### Contractor:

TRS Range Services  
PO Box 1697  
Eagle, ID 83616

Primary Point of Contact: Brandt Elwell

Contact Information:

Office – 208 938-2891  
Mobile – 208 949-4244  
Email – [belwelltrs@gmail.com](mailto:belwelltrs@gmail.com)

### Project:

Jefferson County Firearms Training Facility  
5030 U.S. 69  
Beaumont, TX 77701

## 2. Background

Jefferson County, TX intends to award a contract under the Contract No. OR19005 on the Jefferson County Firearms Training Range Project, located at 5030 U.S. 69, Beaumont, TX. The Jefferson County Firearms Training Facility project entails the relocation of a new Firearms Training Facility to replace an existing, non-functional facility. The new training facility will be located adjacent to the existing facility and will utilize some of the in-place infrastructure associated with the existing facility. The primary purpose of this new range construction is to provide a safe, easily maintained facility that will meet the training needs of local law enforcement for the foreseeable future.

*Project Description: The Firearms Training Facility project entails the relocation of an existing range to a more suitable location. Work to be performed includes the full construction of the new range.*

## 3. Scope – Statement of Required Services

The Statement of Required Services and estimated quantities below sets forth a synopsis of the existing conditions, design criteria, and the program requirements for this contract. This information is furnished for orientation only and will receive further evaluation during the design phase of the contract to determine the exact work requirements and verify all existing conditions prior to commencement of construction. The contractor shall provide all materials, equipment and labor necessary to accomplish the tasks required.

## STATEMENT OF WORK

Jefferson County Firearms Training Facility – Contract #0R19005

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- Stamped and signed design drawings for the range improvements. Drawings will be based on most recent version of range concept design. Any substantial additions to this design concept will result in increased construction costs.
  - Mobilization and site layout
  - Site Grading for range and primary impact berm
  - Concrete lane slabs and walkways
  - 10-foot high ballistic concrete side walls and 10-foot wall on top of the 20-foot primary impact berm for a total of 30-feet of protection. Include wall inspection panels on 10-foot wall
  - 10 lanes automated turning target system with electrical and data conduit
  - 60-feet of concrete knee wall to protect target system
  - 60 feet Granular rubber bullet trap
  - Ten (10) overhead ballistic baffles, rifle capable
  - Covered firing area for range and covered assembly area next to existing building
  - Security fencing for the range
  - Electrical connections, lighting and PA system for the range
  - Revegetation of disturbed areas

All work performed under this contract shall be completed by a Contractor specializing in the field of work to be performed. All work shall be installed in accordance with the most recent standards at the time of the contract award.

All work shall be completed in a professional and timely manner.

All correspondence shall be in writing or e-mail form.

Contractor shall provide daily cleanup of the construction work areas, leaving them free from debris. Contractor is responsible for providing construction dumpsters as needed and arranging delivery and emptying as needed. Contractor shall provide portable toilets for work crews. Contractor is responsible for making sure that all portable toilets are maintained properly including cleaning, emptying and re-supply of paper products and hand sanitizer. Contractor shall remove all debris from the work site at the end of the project.

The Contractor shall provide a list of all company personnel working on site to the Contracting Officer's Representative (COR) managing the project.

Contractor will coordinate start date, schedule and necessary site storage with the designated County representative.

#### 4. Project Specific Requirements

1. Contractor's design team to provide range design concept to the Owner for approval prior to commencing construction.
2. The Contractor shall provide, install and maintain silt fence to prevent any storm water runoff that may be caused during excavation. The Contractor shall protect existing drainage structures during all construction activities and prevent all soil, sediment, or other debris from entering drainage structures.
3. The Contractor shall be responsible for locating any utilities in the area of excavation. The Contractor shall take extreme care during excavation to protect existing utility lines, electrical duct banks, etc. Hand dig to locate all lines to remain in operation, unless otherwise noted.
4. The Contractor will use existing dirt from the site and surrounding area to construct berms and grade

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the range area. No dirt will be brought in from off site.

5. The Contractor shall excavate/maintain existing soil on site and shall be used for final grading of ranges. Excess dirt will be left on site.
6. The Contractor shall provide and install a Granulated Rubber Bullet Trap to manufacturers specifications.
7. The Contractor shall provide and install the bullet containment system with an integrated storm water filtration system to address lead particulate migration off of the range site.
8. The Contractor shall provide and install quality exterior line paint for the shooting lines.
9. The Contractor shall be responsible for ensuring that all workers use proper protective equipment to meet OSHA standards while on site performing work. The Contractor shall ensure work area is picked up daily and tools are stored properly.

## 5. Place of Performance

The place of performance will be 5030 U.S. 69, Beaumont, TX

## 6. Period of Performance

The overall period of performance for the completion of Jefferson County Firearms Training Facility is estimated to be no more than 230 days after issuance of Notice to Proceed.

## 7. Insurance

Contractor, TRS Range Services, LLC shall provide a Certificate of Insurance to Jefferson County and list Jefferson County as certificate holder.

Contractor shall provide a certificate of insurance (COI) with the following insurance requirements:

General Liability	\$1,000,000 Each Occurrence/\$2,000,000 Aggregate -Must include products and completed operations -Please include Jefferson County, TX as Additional Insured -A waiver of subrogation in favor Jefferson County, TX
Automobile Liability	\$1,000,000 Combined Single Limit -If renting a vehicle, full physical damage coverage is also required -Please include Jefferson County, TX as Additional Insured -A waiver of subrogation in favor of Jefferson County, TX
Workers' Compensation Employer's Liability	State Statutory Limits \$1,000,000 Each Accident \$1,000,000 Disease – Policy Limit \$1,000,000 Disease – Each Employee -A waiver of subrogation in favor of Jefferson County, TX
Umbrella Liability	\$1,000,000 Each Occurrence/Aggregate -Must be follow form over underlying policy forms

## 8. Representatives

### Owner:

The Contracting Officer Representative (COR) for this project is Troy Tucker telephone 409 720-4020 or mail to: ttucker@co.jefferson.tx.us

### Contractor:

The Project Manager Representative for this project is Brandt Elwell telephone 208 938-2891 or mail to: belwelltrs@gmail.com

## 9. Deliverables

The Contractor shall provide a digital copy of Operations and Maintenance (O&M) manual and information for all installed fixtures and equipment.

## 10.Contract Price

Contract price: The Owner agrees to pay a total sum of One Million five hundred and fifty-eight thousand two-hundred and twenty-five dollars (\$1,558,225.00) as compensation for the construction of this firearms Training Facility.

## 11.Payment Invoices

Contractor will submit a project Schedule of Values for all tasks under this contract for approval by the Owner. Schedule of Values will be submitted within 10 days from issuance of Notice to Proceed. Contractor may provide a bi-weekly invoice to the Project Manager for request of payment for all work completed through Invoice date. Invoice amount will be based upon percent completion of tasks under the approved schedule of values. Payment terms are Net 15 days from Invoice date.

## 12.Change Orders

All change orders are to be in writing, verbal agreements are not acceptable. Contractor to submit a written proposal for approval of any requested change orders. Owner will review and approve change orders. Owner will then submit a written Contract Modification to Contractor to indicate the revised Scope of Work and the additional funding or credit to the contract.

## 13.Project Closeout

The Contractor shall submit the following items to the Project Manager as part of project closeout within 10 days of substantial completion. The PM must receive and approve these items prior to recommending final payment.

1. Warranty(ies)
2. O&M Manuals and all other deliverables as required by the contract
3. Completion of all punch-list items

## 14.Applicable Documents and Appendices

**Figure: Proposed Shooting Range Concept Drawing**

## 15.Other Provisions

Indemnity. TRS Range Services shall indemnify and hold Owner and Owner's representatives, public officials, employees and assigns (hereinafter the "Indemnified Parties") harmless from all losses, damages,

## STATEMENT OF WORK

Jefferson County Firearms Training Facility – Contract #OR19005

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claims, suits, proceedings, damages and liabilities of whatever nature, and all costs and expenses, including Indemnified Parties' reasonable attorneys' fees resulting from any and all claims, demands, or rights of action that may be asserted at any time against Owner which are caused by or result from the design or construction of the Jefferson County Firearms Training Range including but not limited to TRS Range Service's negligent actions, inactions, willful misconduct, design defect, construction defect or other claims that could arise from the design and building of the firearms training range. The provisions of this section will survive termination and expiration of this Agreement

STATEMENT OF WORK  
Jefferson County Firearms Training Facility – Contract #OR19005

In executing this Agreement, Owner and Contractor each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

Jefferson County  
(Name)

[Signature]  
(Signature)

Jeff Branick  
(Printed Name)

County Judge  
(Title)

Date: 11/19/2019

**CONTRACTOR:**

TRS Range Services, LLC  
(Name)

[Signature]  
(Signature)

Kerry O'Neal  
(Printed Name)

Managing Member  
(Title)

Date: 11/19/2019

**ATTEST:**

[Signature]  
**Carolyn L. Guidry, County Clerk**







## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah Clark, Purchasing Agent*

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

### MEMORANDUM

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent

A handwritten signature in dark ink, appearing to be "DC" or a stylized version of the name.

Date: November 13, 2019

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of a 2009 Toyota Highlander VIN # JTEEW41A992037113 from Service Center to Road & Bridge #4 as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	SERIAL NO.	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
2009 Toyota Highlander	Service Center	JTEEW41A992037113	33471	Road & Bridge #4

Approved by Commissioners' Court: \_\_\_\_\_



IPB 17-043/JW  
PO# 075753

ATTEST  
DATE

*Carlyle J. [Signature]*  
11/14/19

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Jefferson County Purchasing Department  
Jefferson County, Texas



Construction Contract Change Order Request Form

Engineer: LJA Engineering, Inc. 2615 Calder Ave, Suite 500 Beaumont, Texas 77702	Owner: Jefferson County, Texas 1149 Pearl Street, 1st Floor Beaumont, Texas 77701	Contractor: MK Constructors PO Box 1208 Vidor, Texas 77670	
PO# 075753 IFB 17-043/JW Agreement Date: June 3, 2019 Change Order No.: 4	Contract For:  Siphon Control Structures at Oilcut Ditch and Salt Bayou at the Gulf Intracoastal Waterway for Jefferson County		
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Bid Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Decrease in Contract Price	Increase in Contract Price
CO 4	Furnish and Install four (4) Timber Braces and Modify thirty-two (32) 8"x8" Timber Posts		\$297,050.00
N/A	Request to add 30 additional working days to install timber braces & 8"x8" timber posts		
<u>Change in Contract Price</u>		<u>Change in Contract Time (Calendar Days)</u>	
Original Contract Price: \$6,699,693.20		Original Contract Time: 120 days	
Previous Change Order(s): Change Order No. 3		Net Change From Previous Change Orders: 0 days	
Contract Price Prior to this Change Order: \$7,515,368.20		Contract Time Prior to this Change Order: 142 days	
Net Increase/Decrease of this Change Order: \$297,050.00		Net Increase/Decrease of this Change Order: 30 days	
Contract Price With all Approved Change Orders: \$7,812,418.20		Contract Time With all Change Orders: 172 days	
Cumulative Percent Change In Contract Price (+/-) 16.6%		Grantee Contract End Date: 2/12/2020	
Construction Contract Start Date: 6/3/2019		Construction Contract End Date (Estimate): 12/31/2019	

RECOMMENDED:

By: *Victoria Dan*  
ENGINEER

Date: 11/14/19

By: *[Signature]*  
Jeff R. Branick, Jefferson County Judge  
Date: November 19, 2019

RECOMMENDED:

By: *Steve Stafford*  
Steve Stafford, Interim County Engineer

Date: 11-15-19

RECOMMENDED:

By: *Mike Suire*  
CONTRACTOR

Date: 11-14-19



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

November 14, 2019

Mr. Steven Stafford  
 Jefferson County Engineering Dept.  
 1149 Pearl Street, 5<sup>th</sup> Floor  
 Beaumont, Texas 77701

Re: Siphon Control Structures at Oilcut Ditch and Salt Bayou at the GIWW - PO# 075753  
 Change Order Request No. 4  
 LJA Project No. B079-1012

Dear Mr. Stafford,

During the week of October 14, 2019, MK began to move dirt around at Salt Bayou in preparation to set the box structures. They graded the area that Monday and returned the following day to see that soils were collapsing and that the pipes were sinking. The 36" pipes were initially installed 13 feet apart were now slipping and are about 9 feet apart.

I had an opportunity to go to Salt Bayou on Friday, October 18<sup>th</sup> to assess the issue. What I noticed of the soil conditions were that it was rather unstable as MK had mentioned on several occasions. The soils they are working with below the surface are almost playdoh like. Looking at the conditions out there, LJA believes there needs to be a modification to the current design of the siphon structures in order to properly set the boxes and halt any additional movement of the pipes.

Currently, the design calls for the 36" HDPE pipes to tie directly into flange connections that are connected to the box structures. After discussing with the geotech engineer and structural engineer, LJA felt that it is best to remove the load from the direct connection to the box structures. The construction of timber braces would help remove this load. With the timber braces installed, the majority of the load from the 36" pipes would now be transferred to the 10"x10" piles. Since the piles will be embedded into stiff clays, this would help prevent any major settlement of the pipes as they are occurring now.

In addition, the 6"x6" posts that are to be bolted to the box structure will also need to be modified. Currently, the design calls for the depths of these posts to be a length of 19' and 15', depending on which side of the GIWW the box structure is on. In order to account for differential settlement, the lengths of the posts will need to match the tip elevation of the 10"x10" piles of the timber braces. The extended length of the posts will also require the 6"x6" to be sized up to 8"x8" posts in order to avoid deflection at those depths.

MK has provided the breakdown of the cost estimate to furnish and install the four timber braces and 8"x8" posts at both Salt Bayou and Oilcut Ditch. The cost includes:

#### Oilcut Ditch

- 5 – 10"x10"x20' piles
- 5 – 10"x10"x24' piles
- 4 – 10"x10"x25' cross braces
- Extend 8 – 8"x8" timber post an additional 10' – additional 80' total
- Extend 8 – 8"x8" timber post an additional 15' – additional 120' total
- Additional working days – 15

## Salt Bayou

- 5 – 10"x10"x20' piles
- 5 – 10"x10"x24' piles
- 4 – 10"x10"x25' cross braces
- Extend 8 – 8"x8" timber post an additional 10' – additional 80' total
- Extend 8 – 8"x8" timber post an additional 15' – additional 120' total
- Additional working days – 15

## Cost Breakdown:

Material -	\$23,350.00
Labor -	\$65,350.00
Equipment -	\$163,350.00
Mobilization -	<u>\$45,000.00</u>
TOTAL -	\$297,050.00

Attached are exhibits of the timber brace and design modifications.

LJA Engineering and MK Constructors look forward to the progress of the project and appreciate Jefferson County for your continued support.

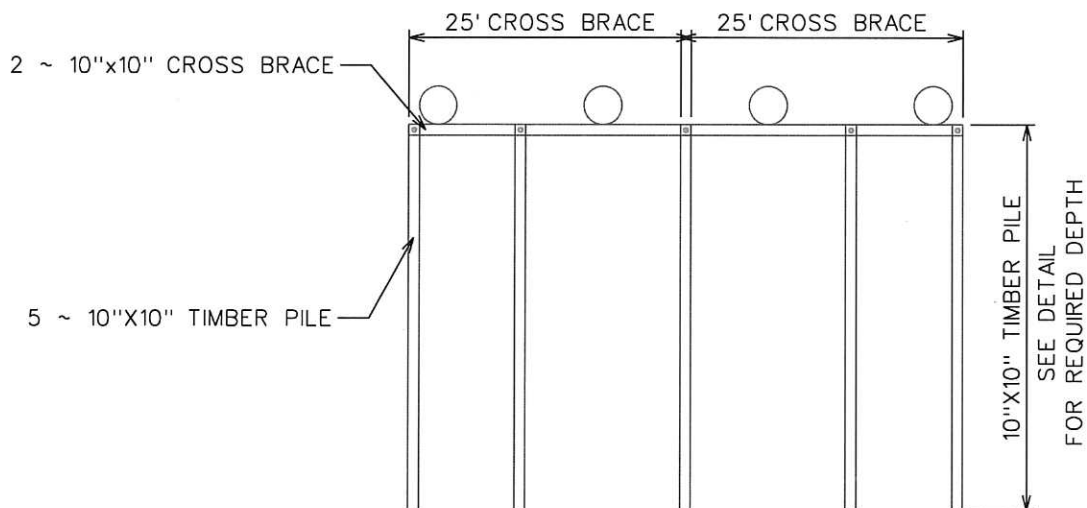
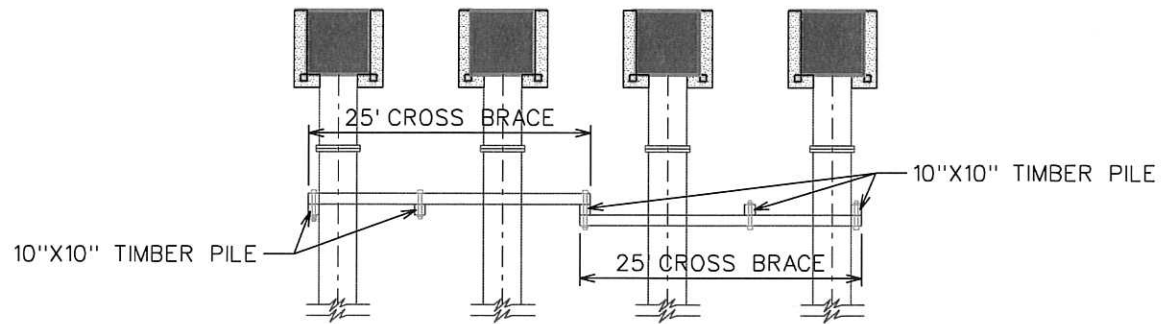
Sincerely,



Victoria Dai, P.E.  
LJA Engineering

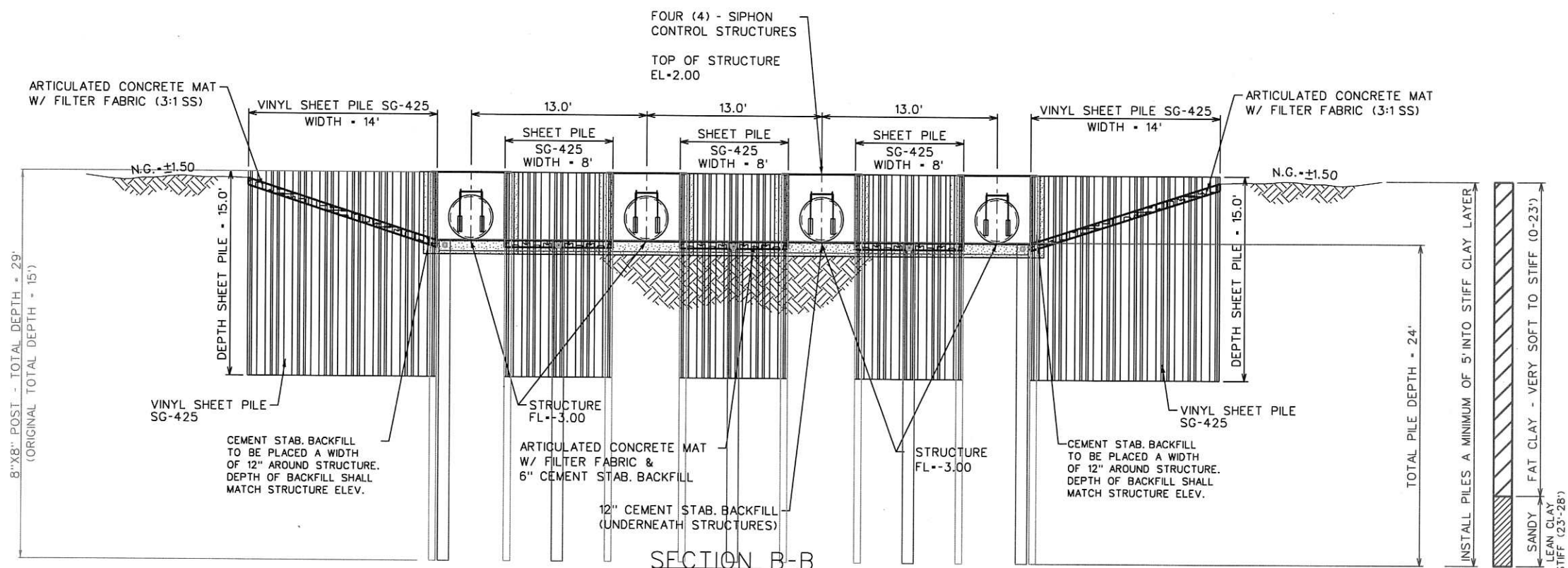
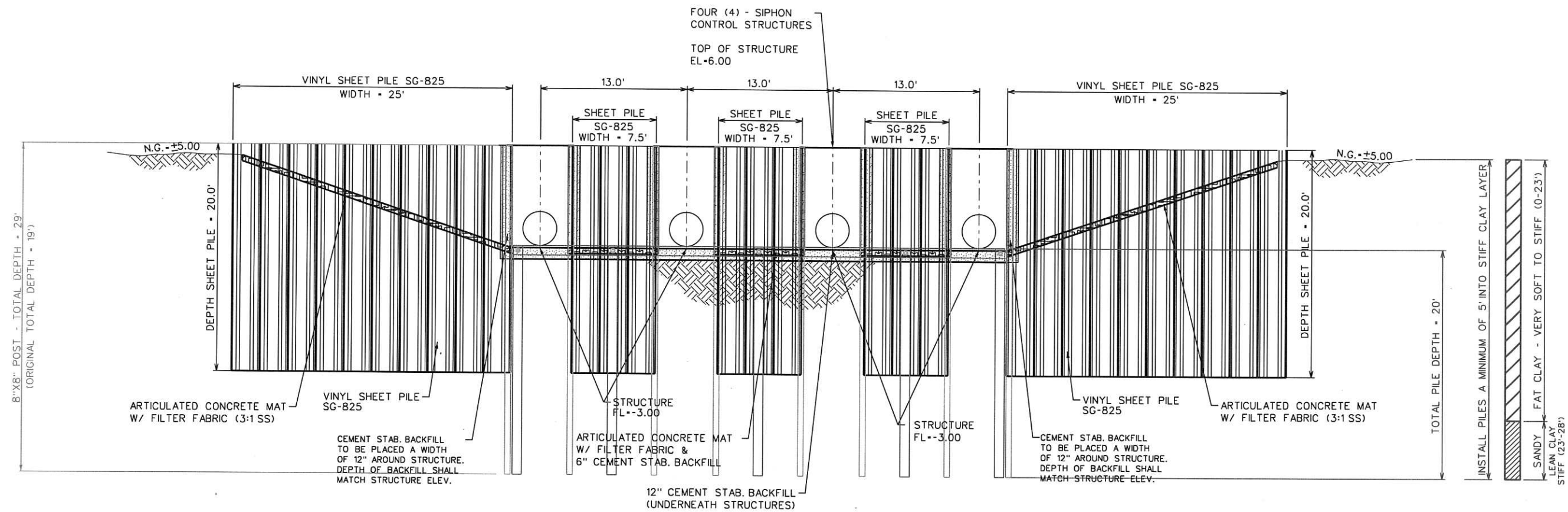


Mike Suire  
MK Constructors



TIMBER BRACE





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SCALE: 1"=10'

## Jack Brooks Regional Airport

5000 Jerry Ware Drive Suite 100, Beaumont TX 77705

Tel 409.719.4900 Fax 409.722.2830

Flysetx.com



November 12, 2019

### INDEMNITY AGREEMENT

CASA of Southeast Texas has requested the use of Jack Brooks Regional Airport for December 14<sup>th</sup>, 2019. The activities are limited to a Santa 5K Fun Run for the expressed purpose of charitable fund raising. The area to be used for the event is depicted on Exhibit A.

The Airport will also provide the use of the Jerry Ware Terminal Lobby and Conference Room for Registration, entertainment and celebration area. CASA of Southeast Texas will provide cleanup of facilities upon event completion.

Event personnel and visitors are not to cross any safety fences or encroach upon any other airport property and will not enter onto any Airport Restricted Areas.

CASA of Southeast Texas agrees to provide proper personnel to direct vehicular traffic in order to provide unimpeded ingress and egress of Airport Travelers and keep all event personnel and visitors safe.


CASA of Southeast Texas agrees to defend, indemnify and hold harmless Jefferson County and Jack Brooks Regional Airport for any and all claims and lawsuits for personal injuries, property damage, or any other damages arising from the Santa 5K Fun Run at the Jack Brooks Regional Airport on December 14<sup>th</sup>, 2019.

CASA of Southeast Texas also agrees to purchase Single Limit Bodily Injury and Property Damage in the amount of \$10,000,000 and \$250,000 for Passenger Liability occurring on December 14<sup>th</sup>, 2019 and naming Jefferson County and Jack Brooks Regional Airport as Additional Insureds. A copy of said policy will be given to the Airport Director, Alex Rupp no later than December 13<sup>th</sup>, 2019.

In consideration for the use of Jack Brooks Regional Airport facilities, the Commemorative Air Force agree to fill out and comply with the provisions of their Certificate of Authorization of Aerial Demonstration of Aerobatic Maneuvers as approved for the Federal Aviation Administration.

IN WITNESS WHEREOF this 19<sup>th</sup> day of NOV., 2019.

\_\_\_\_\_  
Sandra Borne, CASA Executive Director

  
JEFF BRANICK  
COUNTY JUDGE





**RE: FY 2020 SAVNS Grant Contract**

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**Contract Number:** 2003622

**Grantee:** Jefferson County

**Amount:** \$30,170.26

**Executed:**

**Term:** September 1, 2019 -- August 31, 2020

**Budget Coding:**

ORG	PCA	Agy Obj
966	10352	5137

## SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. 2003622

This grant 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 from September 1, 2019 to August 31, 2020. The vendor certified to provide the services is Appriss, Inc., ("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, 2019 and shall terminate August 31, 2020, 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. 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. 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 or otherwise separately authorized by the OAG in writing. 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. Section 6 Additional Services: 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. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
- d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. Sections 9.3(b), 9.3(c), and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;

- h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards and incorporate such standards into the Participating Entity Service Agreement by reference;
- i. Section 12.1 Limitation of Liability: 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 and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
- j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
- k. Section 14.5 Dispute Resolution: 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 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 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 E-Vine Upgrade and Cooperation for Implementation.** As part of the contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as "E-Vine" with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. To facilitate this transition, funds for the E-VINE upgrade costs have been added to this Grant Contract. The Certified Vendor will perform work on the transition to E-Vine throughout the next three years and will bill E-Vine costs on a quarterly basis and in addition to the regular SAVNS maintenance fees. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

**3.6 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.

**3.7 Special Conditions.** The OAG may, at its sole discretion, impose special conditions on GRANTEE, without notice and without amending 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.

#### **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 the applicable reports on 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 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 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.

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.** GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this Grant Contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code,

and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907 of the Texas Government Code.

#### **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.

#### **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 cost-reimbursement basis no more frequently than quarterly pursuant to the process below. 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 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 is responsible for 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.

b. GRANTEE shall include a verification with its request for reimbursement to 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 forty-five (45) 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.

**4.3.3 Fiscal Year End Required Reports.** GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 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.** 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.

**4.3.4 Annual Independent Financial Audit Report.** GRANTEE shall timely submit to the



OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Close Out Invoice** GRANTEE shall submit a final invoice not later than forty-five (45) 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.

**4.3.6 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently 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.

**4.3.7 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.

**4.3.8 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 of reimbursement vouchers.

#### **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.** In accordance with the terms of this Grant Contract, the OAG will pay costs as explicitly authorized pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs.

**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 Grant Contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this Grant Contract.

**6.3 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.

**6.4 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.

**6.5 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 all records as are necessary to fully disclose the extent of services provided under this Grant Contract for a period of seven (7) years after the later of (a) the submission of the last expenditure report required under this Grant Contract, or (b) the full and final resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Grant Contract. The records include, but may not be limited to, the contract, any contract solicitation documents, 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.

**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 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.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this 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.

**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 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 or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this 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 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 or otherwise failing to comply with the terms of this Grant Contract 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.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the 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, and Other Applicable Requirements.** GRANTEE agrees to comply with all applicable federal and state laws and any other requirements, including 2 CFR Part 200, relevant to the performance of GRANTEE under this Grant Contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, including Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), 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 UGMS 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 and agreed to by the OAG, in advance. 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 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. 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.** As required by Texas Government Code, section 2270.002, 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 6.25 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 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 allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE or GRANTEE's contractors under this Grant Contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act, or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this Grant Contract.

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, 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 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 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. GRANTEE agrees the OAG maintains complete discretion in evaluating 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. If the 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).

**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.

**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 Grant Contract is made and entered into in the State of Texas. This Grant Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Grant Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. 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 is improper.

**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 agreement who will be working on any matter covered by this agreement.

**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.

**11.13 Texas 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 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.

## **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. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full

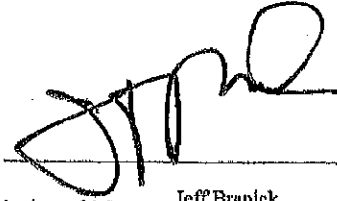
force and effect.

**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.

**OFFICE OF THE ATTORNEY**  
**GENERAL**

Jefferson County



\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office of the Attorney General

\_\_\_\_\_  
Printed Name: Jeff Branick  
Authorized Official

**SAVNS MAINTENANCE GRANT CONTRACT****OAG Contract No. 2003622****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:

<b>Annual Cost for Jail</b>	<b>Annual Cost for Courts</b>	<b>Annual E-Vine Upgrade Cost</b>	<b>MAXIMUM REIMBURSABLE COSTS</b>
\$24,478.16	\$4,068.60	\$1,623.50	\$30,170.26

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.



### Certificate of Completion

Envelope Id: A2408667EA984E41AC0267A91B2AED48

Status: Sent

Subject: Please DocuSign: FY 2020 SAVNS Grant Award

Template ID:

Source Envelope:

Document Pages: 20

Signatures: 0

Certificate Pages: 7

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Envelope Originator:

Karly Watson

PO Box 12548

Austin, TX 78711-2548

Karly.Watson@oag.texas.gov

IP Address: 204.64.60.216

### Record Tracking

Status: Original

10/31/2019 3:08:01 PM

Holder: Karly Watson

Karly.Watson@oag.texas.gov

Location: DocuSign

### Signer Events

Signature:

Timestamp:

Jeff Branick

Sent: 10/31/2019 3:08:10 PM

jbranick@co.jefferson.tx.us

Viewed: 10/31/2019 3:47:47 PM

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Accepted: 10/31/2019 3:47:47 PM

ID: 9486f556-a845-4d8a-b4b9-b7488be606f7

Melissa Foley

Melissa.Foley@oag.texas.gov

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gene McCleskey

Gene.McCleskey@oag.texas.gov

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Accepted: 11/14/2019 12:34:26 PM

ID: 6a746d16-8742-4c15-a0a2-f36a64c991b6

Financial Litigation - FLD Attorney Review

Signing Group: Financial Litigation - FLD Attorney  
ReviewSecurity Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Joshua Godbey

Signing Group: Joshua Godbey

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Bruce Williamson

Bruce.Williamson@oag.texas.gov

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Mark Penley

Mark.Penley@oag.texas.gov

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Is Person Signed Events	Signature	Timestamp
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After Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Deferred Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Karly Watson

karly.watson@oag.texas.gov

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

FLD Contracts

FLDcontracts@oag.texas.gov

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Accounting Contracts

acc\_docusign\_contracts@oag.texas.gov

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Joshua Alexander

Joshua.Alexander@oag.texas.gov

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamp
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Envelope Sent

Hashed/Encrypted

10/31/2019 3:08:10 PM

Payment Events	Status	Timestamps
Electronic Remittance and Signature Disclosure		

## **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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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: <a href="https://docuodn-a.akamaihd.net">https://docuodn-a.akamaihd.net</a> . 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.

**PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE  
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

**Contract No. 20192044900-412-01**

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 solicited offers to perform the development, implementation and execution of a Statewide Automated Victim Notification System (SAVNS) on behalf of the various Participating Entities and accepted the offer of Appriss Inc. in response to the Request for Offer (RFO) for SAVNS, **RFO #302-19-SAVNS, dated March 11, 2019;**

WHEREAS OAG has certified and contracted with **Appriss Inc. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement") a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, THIS CONTRACT is entered into by and between Jefferson County, Texas ("Named Entity") as a Participating Entity and VENDOR. Named Entity and VENDOR may be referred to in this Contract ("Contract") individually as "Party" or collectively as "Parties." The Parties, in consideration of their respective promises, agreements, and covenants contained and recited herein, hereby agree to the mutual obligations and performances described in this Contract as follows:

**SECTION 1: CONTRACT TERM.** This Contract shall commence on September 1, 2019 or on the date the final signature is affixed hereto, whichever is later ("Effective Date") and shall terminate on August 31, 2020. ("Initial Term"). This Contract may be renewed for four (4) additional one (1) year renewal terms (each a "Renewal Term"), only to the extent the OAG Certification Contract, attached hereto as Exhibit A, remains in effect, and in the sole and absolute discretion of Named Entity. If renewed, any Renewal Term shall begin on September 1 and end on August 31, always coinciding with the State's fiscal year. Each such Renewal Term shall be subject to all specifications and terms and conditions of this Contract, the OAG Certification Contract, and the Incorporated Documents as defined in Section 2 below.

The Initial Term collectively with all Renewal Terms and all total extensions of services hereunder shall constitute the "Term" of the Agreement.

**SECTION 2: CONTRACT DOCUMENTS.**

Vendor and Named Entity agree to be bound by the provisions contained in the following documents ("Incorporated Documents"), which describe the required performances in more detail and are incorporated by reference herein in their entirety in descending order of precedence:

1. Special Provisions and Negotiated Terms ("Special Provisions") attached hereto and incorporated by reference;
2. This Contract;
3. OAG Certification Agreement including all attachments, and Addenda not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
4. OAG Standard Terms and Conditions as attached to the RFO, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
5. The RFO #302-19-SAVNS, dated March 11, 2019 including all posted documents, attachments, and Addenda ("RFO"), not attached hereto but known to and in the possession of both Parties and incorporated herein by reference.
6. Vendor written response to submission to the RFO, as accepted, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference ("Vendor Response")

however the Vendor Response as incorporated herein shall be considered to exclude Table 8 of the Response (p. 31) and the Proposed Exceptions to Exhibit A, Exhibit B, and Exhibit C of the Response (pp. 35-125).

If there is, and to the extent of, any conflict between the Incorporated Documents, such conflict will be resolved according to the order of precedence as set forth above. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the applicable Incorporated Document.

### **SECTION 3: SERVICES TO BE PERFORMED BY VENDOR.**

3.1 **Project.** Vendor agrees to configure, operate, maintain, support and provide Named Entity access to the SAVNS system as set forth in the RFO and the Vendor Response, (collectively the “Scope of Work” or “SOW”) which shall meet all of the requirements set forth in Section 4 of the RFO and Section 2 of the OAG Certification Agreement, all in accordance with the requirements of the Incorporated Documents referenced in Section 2 (“Project”).

3.2 **Scope of Services.** This Project includes but is not limited to the following services (collectively the “Participating Entity Services”):

(a) **VINE® (Victim Information and Notification Everyday).** VINE makes it easy for victims and concerned citizens to obtain timely information about criminal cases and the custody status of offenders held in local jails or state prisons. There are two versions of VINE that are currently supported by the Vendor: “Classic VINE” and “Enhanced VINE.” Appriss has been in the process of migrating states from the Classic VINE platform to the entirely new Enhanced VINE platform since 2016. Enhanced VINE offers a new experience, going beyond notifications, and facilitating a greater degree of information sharing between public servants, victims, and service providers. It offers a suite of new and augmented features, incorporating self-service functionality, and providing the end-user with the ability to select preferred pathways of communication. The new platform brings transformative benefits to victims and victim service providers alike. Appriss’s long-term plan is to migrate all states to the Enhanced VINE technology platform to better serve the growing needs of victims of crime, victim advocates, law enforcement and criminal justice professionals.

(b) **VINE® Courts.** VINE Courts is a fully automated service that keeps crime victims and criminal justice professionals informed regarding the progress of their court cases. Users can access court information around the clock by calling a toll-free telephone number or logging on to [www.vinelink.com](http://www.vinelink.com). They can also register to be notified by phone, e-mail, text message, or TTY about upcoming court and hearing dates related to criminal justice proceedings, cancellations, continuances, disposition changes, and other events.

(c) **“VINE Software”** means VINE® and VINE® Courts (as detailed above and within the Vendor Response), including all designs, documents, inventions, software, copyrightable material, patentable and unpatentable subject matter, and all modifications, improvements, upgrades and derivative works made thereto.

(d) Vendor shall provide Named Entity access to VINE® and VINE® Courts as outlined in Section 3.2(d) and pursuant to the requirements of the Incorporated Documents and at the rate included in the Pricing Index, incorporated herein as Exhibit B, for the term of this Contract. Vendor shall ensure Named Entity has access to the Classic VINE Platform upon commencement of this Contract but shall migrate Named Entity to the Enhanced VINE platform within the Term of this Contract pursuant to the schedule agreed by Vendor and OAG under the terms of the OAG Certification Agreement.

#### **Named Entity Participating Entities**

County Jail [Yes] | District Court [Yes] | County Court [No]

**3.3 Ownership of Vendor Intellectual Property; Licenses.** Vendor retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor (the "Intellectual Property") in connection with the Services. Vendor hereby grants the OAG during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by Vendor of the VINE Services for the OAG's internal purposes only. Nothing herein shall grant the OAG a license to the source code of the VINE Software. Notwithstanding the foregoing, all documents, reports, plans, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor and required to be delivered to OAG by the Incorporated Documents shall be subject to Article V of the OAG Standard Terms and Conditions.

#### **SECTION 4: SCHEDULE**

**4.1 Time is of the Essence.** Time is of the essence in rendering of Participating Entity Services required by this Contract.

**4.2 Performance Schedule.** The Project shall be performed by Vendor according to a schedule to be mutually agreed by the Parties ("Schedule") which shall set forth the required delivery dates of each report, plan, or other deliverable as required by the Incorporated Documents.

#### **SECTION 5: COMPENSATION AND INVOICING**

**5.1 Payments for Services Rendered.** The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity Services rendered by the Vendor. Accordingly, OAG shall not be directly responsible for any payment to Vendor for Participating Entity Services provided to Named Entity hereunder. All payments for such Participating Entity Services shall be made by Named Entity in accordance with the agreed pricing index ("Agreed Pricing Index") incorporated herein as Exhibit B and pursuant to the terms of this Contract.

**5.2 Recurring Fees.** The Parties stipulate and agree that the Named Entity's total amount of compensation to be paid to Vendor in consideration of full, satisfactory performance of all Vendor's duties, services and obligations as set forth in this Contract, shall be billed on a recurring quarterly basis, in accordance with the Agreed Pricing Index, and not to exceed \$7,542.58 per calendar quarter. ("Quarterly Fee").

**5.3 Invoicing.** The Participating Entity Services for the Project shall be performed for the Quarterly Fee, which will be billed and invoiced in accordance with the Agreed Pricing Index and pursuant to the terms of this Contract and the RFO. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performances issues as identified in Section 7 of this Contract.

**5.4 Invoice Submission.** Prior to authorizing payment to Vendor, Named Entity shall evaluate Vendor's performance using the performance standards set forth in the SOW. Vendor shall provide invoices for Participating Entity Services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity Services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Vendor is warranting the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity Services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of Named Entity, Vendor agrees to submit any additional documentation or explanation Named Entity may reasonably require. Subject to the foregoing, Named Entity must make all payments in accordance with the Texas Prompt Payment Act.

5.5 Appropriated Funds. Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Named Entity as a reimbursement of the Quarterly Fees due hereunder, Vendor acknowledges and agrees that payments for Participating Entity Services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

## **SECTION 6: ADDITIONAL SERVICES**

6.1 Additional Services. Named Entity may require the Vendor to perform additional services from among the optional services that are set forth in the SOW which are not included in the Participating Entity Services required under this Contract ("Additional Services"). Vendor shall offer any such Additional Services at the same rate as proposed in Vendor's Pricing Submission as attached and incorporated into the Vendor's Response.

6.2 Additional Services to be Mutually Agreed. No work or services shall commence, or products provided, unless and until the applicable fees, and all other impacts on the Project and Schedule as specified by Vendor are mutually agreed upon, in writing, by Named Entity and Vendor. No Additional Services or any applicable fees associated therewith shall be deemed to modify this Contract or obligations between Named Entity and Vendor except to the extent the Additional Services are mutually agreed upon, in advance in writing, and by both Named Entity and Vendor.

6.3 Liability for Additional Services. Vendor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of Named Entity. Any grant dollars issued by the OAG to Named Entity shall be utilized solely as a reimbursement for the Quarterly Fees incurred for Vendor's provision of the Participating Entity Services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.

## **SECTION 7: PERFORMANCE REPORTING AND REMEDIES**

### **7.1 Performance Reports.**

7.1.1 Project(s) Reporting. Pursuant to Section 4.2 of this Contract, Named Entity and Vendor shall agree on a Schedule to perform the Project which shall set forth the dates of each report, plan, or other deliverable as required by the Incorporated Documents. Notwithstanding the foregoing, Vendor shall provide Named Entity and/or the OAG with monthly written progress reports ("Progress Reports") of the Project's performance, which shall, at minimum, identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. Additional performance related measurables shall be agreed upon between Named Entity and Vendor. For the avoidance of doubt, Vendor shall only provide Progress Reports related to implementation of the Project or unique projects for Named Entity. Progress Reports shall not be required for any portion of the Project already implemented as of the Effective Date.

7.1.2 Service Reporting. Upon Named Entity's written request, the Vendor, shall provide a report that includes the following national platform data for the prior month: SAVNS system down time, including the SAVNS core system, interface services, and notification interfaces.

7.2 Performance Remedies. In the event the Participating Entity Services provided by Vendor hereunder do not maintain a reliable 99.9% uptime-performance each calendar month for the SAVNS core system, Named Entity interface services, and notification interfaces, the Named Entity may withhold any Quarterly Fee due to the Vendor funds under Section 5 of this Contract based on a pro-rata amount equal to the duration of the outage for any prior billing quarter. The amount of withholding shall be calculated on a proportional amount for all Participating Entity Services provided to Named Entity in the billing quarter in which the monthly 99.9% uptime-performance requirement was not met. Accordingly, any outage in any portion of the SAVNS core system, Named Entity interface services, and notification interfaces for registered parties, shall be counted against the 99.9% uptime performance requirement.

Notwithstanding the foregoing, the Vendor shall not be responsible due to any delay caused by, and shall not have its uptime-performance impacted by: schedule amendments requested by the OAG (including any requests of Named Entity and any third party vendors of the OAG or the Named Entity); delays as the result of activity that is the responsibility of the OAG; delays that are otherwise agreed upon by the parties; any other delay not specifically addressed herein but that is otherwise caused by the acts or omissions of the OAG, Named Entity or any third party vendors of the OAG and Named Entity; and any delays caused by a Force Majeure Event as defined in the Section 15.10 of the OAG Standard Terms and Conditions.

## **SECTION 8: WARRANTIES**

8.1 Vendor Warranties. In addition to any warranty obligations in the Incorporated Documents, Vendor hereby represents and warrants:

- (a) that Vendor shall perform the Project with the professional skill and care ordinarily provided by comparable professionals in the same industry;
- (b) that each of the Vendor employees and agents assigned to perform Vendor's obligations under this Contract and Incorporated Documents, shall have the skill and training to perform the Project in accordance with the foregoing standard of care, and that all work shall be produced in a professional and workmanlike manner;
- (c) that the SAVNS system shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (d) that all deliverables provided hereunder shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (e) that all Project performance and deliverables provided under the Contract are, and will be, free of all liens, claims and other restrictions, and that Named Entity's use and possession of such deliverables will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Vendor, its agents, officers, employees or subcontractors may be subject;
- (f) that Vendor has the right to develop and assign all ownership rights in the deliverables to OAG as contemplated under this Contract, free from infringement claims, free from violations of unfair competition law, and free from violations of any other contract or law; and
- (g) that Vendor will implement reasonable and appropriate measures to prevent unauthorized disclosure or exposure of Named Entity Protected Data during Vendor's performance of the Participating Entity Services due under this Contract and the Incorporated Documents.

These representations and warranties are essential and material to Named Entity's willingness to enter into this Contract.

8.2 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Contract and to consummate the transactions contemplated hereby and (ii) this Contract is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless Named Entity from and against any and all losses, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Named Entity, directly arising out of or resulting from said breach.



## SECTION 9: DATA PROTECTION AND INFORMATION SECURITY

9.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 9.

(a) “Authorized Employees” shall mean Vendor’s employees who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents.

(b) “Authorized Persons” shall mean (i) Authorized Employees; and (ii) Vendor’s contractors or agents, as each is specified on Exhibit C to this Contract who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents, and who are bound in writing by confidentiality obligations sufficient to protect Named Entity Protected Data in accordance with the terms and conditions of this Contract.

(c) “Named Entity Protected Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from the Named Entity or is otherwise received by Vendor from any person or entity registered to receive notifications from the SAVNS system, as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by agency policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2) or any other data or information which (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known to the Vendor Named Entity or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

(d) “Personal Identifiable Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(1).

(e) “Named Entity’s Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from Named Entity or is otherwise received by Vendor as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents, without regard to whether such data includes the type of information included in the definition of Named Entity Protected Data.

(f) “Security Breach” means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Named Entity Protected Data, or the physical, technical, administrative or organizational safeguards put in place by Vendor or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Named Entity Protected Data, (ii) receipt of a complaint in relation to the privacy practices of Vendor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy practices.

(f) “Sensitive Personal Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(2).

9.2 Standard of Care. (a) Vendor acknowledges and agrees that, during the course of its engagement by Named Entity, Vendor may receive or have access to Named Entity Protected Data. Vendor shall comply with the terms and conditions set forth in this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO) in its collection, receipt, transmission, storage, disposal, use and disclosure of both Named Entity Protected Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Named Entity Protected Data under its control or in its possession by

all Authorized Employees and/or Authorized Persons. Vendor shall be responsible for and remain liable to Named Entity for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Named Entity Protected Data as if they were Vendor's own actions and omissions.

- (b) In recognition of the foregoing, Vendor agrees and covenants that it shall:
  - (i) keep and maintain all Named Entity Protected Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
  - (ii) use and disclose Named Entity Protected Data solely and exclusively for the purposes for which the Named Entity Protected Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Named Entity Protected Data for Vendor's own purposes or for the benefit of anyone other than the OAG or Named Entity in each case, without Named Entity's prior written consent or as permitted in subsection (c) below; and
  - (iii) not, directly or indirectly, disclose Named Entity Protected Data to any person or entity other than its Authorized Employees and/or Authorized Persons ("Unauthorized Third Party") without the prior express written consent from Named Entity, unless and to the extent required by applicable law or court order in which case, Vendor shall (1) use best efforts to notify OAG before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to OAG for the actions and omissions of any Unauthorized Third Party concerning the treatment of such Named Entity Protected Data as if they were Vendor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) relating to the treatment of Named Entity Protected Data.
- (c) Notwithstanding anything in the foregoing subsection (b), Vendor is authorized by Named Entity to utilize Named Entity Protected Data only to the extent such Named Entity Protected Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders;
- (d) Nothing in this Section 9.2 shall be construed to limit Vendor's use of non-confidential data made available to the public or otherwise in the public domain.

9.3 Information Security. (a) Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of Named Entity Protected Data does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to Texas Business and Commerce Code Chapter 521, Texas Administrative Code Chapter 202 and the Health Insurance Portability and Accountability of 1996 (HIPAA) and all amendments thereto.

(b) Without limiting Vendor's obligations under Section 9.3(a) above, Vendor shall implement administrative, physical and technical safeguards to protect Named Entity Protected Data. Vendor shall, upon request, submit to Named Entity security framework implemented in Vendor's organization, such as International Organization for Standardization's standards: ISO/IEC 27001:2013, Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Named Entity Protected Data is collected, accessed, used, stored, processed, disposed of and disclosed are in compliance with and in addition to the OAG Information Security Standards (Attachment 4 to the RFO).

(c) In addition to and inclusive of the requirements set forth in OAG Information Security Standards (Attachment 4 to the RFO), at a minimum, Vendor's safeguards for the protection of Named Entity Protected Data shall include: (i) limiting access of Named Entity Protected Data to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Sensitive Personal Information stored on any mobile media; (vii) encrypting Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Named Entity Protected Data, and information from its other customers so that Named Entity Protected Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with any applicable state or federal law; and (x) providing appropriate privacy and information security training to Vendor's employees, contractors, or agents.

(d) During the term of each Authorized Employee's employment by Vendor, Vendor shall at all times cause such Authorized Employees to abide strictly by Vendor's obligations under this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO). Upon Named Entity's written request, Vendor shall promptly identify for Named Entity in writing all Authorized Employees as of the date of such request.

#### 9.4 Security Breach Procedures.

(a) Vendor shall:

- (i) provide Named Entity with the name and contact information for an employee of Vendor who shall serve as Named Entity's primary security contact and shall be available to assist Named Entity twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) notify Named Entity of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of it; and
- (iii) notify Named Entity of any Security Breaches by telephone at the following number: \_\_\_\_\_ and by e-mailing Named Entity with a read receipt at \_\_\_\_\_ and with a copy by e-mail to Vendor's primary business contact within Named Entity.

(b) Immediately following Vendor's notification to Named Entity of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to reasonably cooperate with Named Entity in Named Entity's handling of the matter, including, without limitation:

- (i) assisting with any investigation;
- (ii) providing Named Entity with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Vendor's employees and others involved in the matter; and

- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, this Contract, the RFO Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) or as otherwise reasonably required by Named Entity.

(c) Vendor shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse Named Entity for actual costs incurred by Named Entity in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 9.4(d).

(d) Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining Named Entity's prior written consent, except to the extent required under Texas Business and Commerce Code Chapter 521 or any other applicable law, or as is otherwise required by the OAG under the OAG Certification Contract. Notwithstanding the foregoing, Vendor shall provide prior written notice to Named Entity of its intent to inform any third-party other than the OAG of any Security Breach and identify the applicable law the Vendor believes requires such disclosure.

(e) In the event of any Security Breach, Vendor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

9.5 Oversight of Security Compliance. Upon Named Entity's written request, to confirm compliance with this Contract, the RFO, the OAG Information Security Standards (Attachment 4 to the RFO) as well as any applicable laws and industry standards, Vendor shall promptly and accurately complete a written information security questionnaire provided by Named Entity or a third party on the Named Entity's behalf regarding Vendor's business practices and information technology environment in relation to all Named Entity Protected Data being handled and/or services being provided by Vendor to Named Entity or any of the Participating Entities pursuant to this Contract or the Incorporated Documents. Vendor shall fully cooperate with such inquiries. Named Entity shall treat the information provided by Vendor in the security questionnaire as Vendor's confidential, proprietary information under Section 10.1 below.

9.6 Return or Destruction of Named Entity Protected Data. At any time during the term of this Contract at the Named Entity's written request or upon the termination or expiration of this Contract for any reason, Vendor shall, and shall instruct all Authorized Persons to, promptly return to the Named Entity all copies, whether in written, electronic or other form or media, of Named Entity in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Named Entity that such Named Entity Protected Data has been returned to Named Entity or disposed of securely. Vendor shall comply with all reasonable directions provided by Named Entity with respect to the return or disposal of Named Entity Protected Data.

9.7 Equitable Relief. Vendor acknowledges that any material breach of its covenants or obligations set forth in this Section 9 may cause Named Entity irreparable harm for which monetary damages may not be adequate compensation and agrees that, in the event of such breach or threatened breach, Named Entity may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Named Entity may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

9.8 Material Breach. Vendor's failure to comply with any of the provisions of this Section 9 is a material breach of this Contract. In such event, Named Entity may terminate the Contract for cause, effective immediately upon written notice to the Vendor without further liability or obligation to Named Entity. This immediate termination for cause shall be in addition to any rights to termination contemplated under Section 11.2(a) below and shall not be subject to any written notice or cure period required therein.

9.9 Indemnification. In addition to any of the other indemnification or hold harmless obligations of Vendor provided for within this Contract, the RFO or the OAG's Standard Terms and Conditions, Vendor shall also defend, indemnify and hold harmless the State of Texas and OAG, the Named Entity and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees (collectively the "Named Entity Indemnitees") from and against all losses, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, reasonable costs or expenses, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Named Entity Indemnatee arising out of or resulting from Vendor's failure to comply with any of its obligations under this Section 9.

9.10 Ownership and Use of Named Entity's Data. Notwithstanding anything in this Contract to the contrary, nothing contained herein shall be construed to grant the Vendor any ownership rights in any Named Entity's data provided to Vendor in connection with this Contract, the SOW, or any of the Incorporated Documents. With the exception of information in the public domain, Vendor shall not sell, provide, or otherwise commercialize Named Entity's Data without the prior written consent of Named Entity. Vendor shall only use the Named Entity's Data in connection with the Participating Entity Services required hereunder and otherwise consistent with this Contract and the Incorporated Documents. Notwithstanding the foregoing, Vendor is authorized by Named Entity to utilize Named Entity Data only to the extent such Named Entity Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies as attached to the Special Provisions. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

## **SECTION 10: CONFIDENTIALITY**

10.1 Named Entity's Responsibilities. Named Entity hereby agrees that (i) specific identified methodologies, materials, plans, or other proprietary information related to the development and implementation of the SAVNS system as provided by Vendor under this Contract shall be treated as confidential in nature and shall be subject to the various ownership provision of the Incorporated Documents; (ii) Named Entity shall implement reasonable and appropriate measures designed to secure the confidentiality of such confidential information, and (iii) except as permitted by the SOW and Section 10.2 of this Contract, none of such materials shall be in any way disclosed by Named Entity to any third party, in whole or in part, without the prior written consent of Vendor. If Named Entity becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor. Notwithstanding anything in this Contract to the contrary, any report, plan, or other deliverable required to be provided to Named Entity pursuant to the Incorporated Documents shall not be considered to be confidential in nature and Named Entity is under no obligation to maintain the confidentiality thereof.

10.2 Named Entity Compliance and Vendor Cooperation with Texas Public Information Act Requests. Notwithstanding any provisions of this Contract to the contrary, Vendor understands that Named Entity will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Named Entity agrees to notify Vendor in writing within a reasonable time, of a request for information related to Vendor's work under this Contract. Vendor will cooperate with Named Entity in the production of documents responsive to the request. Named

Entity will make a determination whether to submit a Public Information Act request to the Attorney General. Vendor will notify Named Entity General Counsel within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing this Contract and all data and other information generated or otherwise. Vendor is required to make any information created or exchanged with Named Entity, the State of Texas, or any of its agencies pursuant to this 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 the state.

**10.3 Vendor's Responsibilities.** Vendor hereby agrees that (i) any information related to the official business of Named Entity that Vendor obtains from Named Entity in the course of the performance of this Contract is the confidential and proprietary information of Named Entity, (ii) Vendor shall implement reasonable and appropriate measures designed to secure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of Named Entity, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify Named Entity. Vendor shall also assist Named Entity with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Named Entity to protect its proprietary rights.

**10.4 Exclusions.** Each party shall be a receiving party ("Receiving Party") relative to the other party's confidential information. The provisions of this Section 10 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain, or otherwise becomes publicly known, by publication or otherwise, other than by way of a breach of this Contract by the Receiving Party, (ii) that was known to, or in the lawful possession of the Receiving Party without obligation, as the case may be, prior to the disclosure in connection with the Contract, (iii) that was disclosed to the Receiving Party by a third party who was in lawful possession of the information and who had the right to make such disclosure at the time of the disclosure, (iv) that was independently developed by the Receiving Party outside the scope of this Contract, or (v) that Receiving Party, is required to disclose by law or legal process, in which case Receiving Party shall notify the owning party so that action may be taken to protect the affected confidential information. Notwithstanding any other provision herein to the contrary, all provisions in this Section 10 are subject to the Public Information Act, as further described in the Contract. Further, nothing in this Section 10.4 shall be deemed to alter, limit, or otherwise modify any of Vendor's obligations related to the use and protection of Named Entity Protected Data pursuant to Section 9 of this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO).

## **SECTION 11: TERMINATION**

**11.1 Termination by Vendor.** Vendor may terminate this Contract in Named Entity commits any material breach under this Contract and fails to remedy such breach within (30) days after written notice of such breach is delivered by Vendor to Named Entity.

**11.2 Termination by Named Entity.**

(a) *For Cause.* Named Entity shall have the right to terminate this Contract (reserving cumulatively all other rights and remedies under this Contract, the RFO, and the Incorporated Documents, in law and/or in equity) without further obligation or liability to Vendor if Vendor or any subcontractor to Vendor commits any material breach of this Contract and fails to remedy such breach within thirty (30) days after written notice by Named Entity to Vendor of such breach. Named Entity shall have the right to terminate this Contract effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

(b) *Non-appropriations.* Named Entity may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of the OAG; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. In

the event of such termination, the Named Entity will not be considered to be in default or breach under this Contract, nor shall Named Entity be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

(c) *For convenience.* Notwithstanding the foregoing or anything in this Contract or the Incorporated Documents to the contrary, Named Entity reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Vendor, subject to the advance written approval of such termination by the OAG or in the event OAG determines that such termination is in its best interest or the best interest of the State of Texas or the Named Entity. In the event of such a notice of termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. Named Entity shall be liable for payments limited only to the portion of work Named Entity authorized in writing and which the Vendor has completed, delivered to Named Entity per the Contract requirements, and which has been accepted by Named Entity as of the date of termination. Named Entity shall have no other liability or obligation to Vendor, including, without limitation, no liability for any costs of any kind associated with the termination.

11.3 Effect of Termination. Termination of this Contract shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Upon termination, each party shall return the confidential property of the other party obtained under this Contract or the Incorporated Documents, as applicable, however excluding all Work Product as that is defined in OAG Standard Terms and Conditions, Article I, Definitions, produced pursuant to this Contract which shall remain the property of Named Entity. In addition, the confidentiality obligations of the parties in Section 11 ("Confidentiality") shall survive the termination of this Contract.

## **SECTION 12: LIMITATIONS ON LIABILITY AND INDEMNITIES**

12.1 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

12.2 Indemnification. In addition to the indemnification and hold harmless obligations of Vendor in this Contract included in Section 8.2 and Section 9.9 above, Vendor shall:

(a) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES DIRECTLY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(b) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT, OR NAMED ENTITY'S USE OF ANY DELIVERABLE

OR WORK PRODUCT PROVIDED BY VENDOR. VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY, AND/OR REIMBURSE NAMED ENTITY FOR, ALL JUDGMENTS, CLAIMS, DAMAGES, LOSSES, AND COSTS OF DEFENSE INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, COURT COSTS AND SIMILAR EXPENSES. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CAUSES OF ACTION, CLAIMS, DEMANDS AND EXPENSES INCURRED BY NAMED ENTITY AND/OR THE STATE OF TEXAS ARISING OUT OF OR RESULTING FROM BREACH OF ANY WARRANTY OBLIGATION HEREUNDER. THE FOREGOING SHALL NOT APPLY TO ANY INFRINGEMENT ARISING OUT OF: (I) USE OF THE VINE SOFTWARE OTHER THAN IN ACCORDANCE WITH APPLICABLE DOCUMENTATION OR INSTRUCTIONS SUPPLIED BY THE VENDOR OR FOR OTHER THAN THE NAMED ENTITY'S INTERNAL PURPOSES; (II) ANY ALTERATION, MODIFICATION OR REVISION OF THE SOFTWARE NOT EXPRESSLY AUTHORIZED IN WRITING BY THE VENDOR; OR (III) THE COMBINATION OF THE VINE SOFTWARE WITH SOFTWARE, DATA, PRODUCTS AND/OR SERVICES NOT PROVIDED BY THE VENDOR.

## SECTION 13: GENERAL

**13.1 Waiver, Amendment or Modification.** The waiver, amendment or modification of any provision of this Contract or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof. Neither the execution of this Contract by Named Entity, any provision herein, nor any other conduct of Named Entity relating to this Contract or any of the Incorporated Documents, will be considered a waiver of sovereign or governmental immunity.

13.2 Notice. All notices under this Contract shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To **VENDOR:** Appriss Inc.  
ATTN: Client Relations, Victim Services  
9901 Linn Station Road  
Louisville, KY 40223

To NAMED ENTITY: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

14.3 No Third-Party Beneficiaries. This Contract is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Contract to maintain a suit to enforce or take advantage of its terms.



14.4 Successors and Assigns. Neither party may assign this Contract in whole or part without the prior written consent of the other party. Any attempt to assign this Contract without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like shall be considered an assignment for these purposes.

14.5 Dispute Resolution. [Intentionally left blank].

14.6 Governing Law. The validity, construction and performance of this Contract and the legal relations among the parties to this Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Jefferson County, Texas.

14.7 Independent Contractor. Vendor, in performance of this Contract, is acting as an independent contractor. Vendor personnel (including personnel supplied by subcontractors) hereunder are not Named Entity's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Named Entity employee benefits. Named Entity shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

14.8 Severability. In the event any one or more of the provisions of the Contract shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

14.9 Entire Agreement; Inconsistent Terms. This Contract, all exhibits, appendices, and schedules attached hereto and/or otherwise incorporated by reference herein, and the Incorporated Documents are the complete and exclusive statement of the agreement between the Named Entity and the Vendor, and supersede any and all other agreements, oral or written, between the parties. This Contract may not be modified except by written instrument signed by the Named Entity and by an authorized representative of the Vendor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Vendor.

14.10 Counterparts. This Contract and other Incorporated Documents which are required to be duly executed, may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Signature Page Follows]

**Appriss Inc. BY:**


Signature

11/4/2019

Date

Joshua P. Bruner

Name

EVP Operations &amp; GM Victim Services &amp; Programs

Title

**Named Entity BY:**

Signature

Date

Name

Title

**EXHIBITS TO THIS CONTRACT:***EXHIBIT A - Executed OAG Certification Agreement**EXHIBIT B – Agreed Pricing Index not attached hereto but known to and in the possession of both Parties and incorporated herein by reference**EXHIBIT C – Vendor's List of Authorized Persons, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference*



## GRANT AGREEMENT

**THIS GRANT AGREEMENT** ("Grant Agreement") is entered into as of this 13th day of September, 2019 ("Effective Date") by and between **DIRECT RELIEF**, a California nonprofit public benefit corporation ("Direct Relief"), with offices located at 6100 Wallace Becknell Road, Santa Barbara CA 93117, and **JEFFERSON COUNTY PUBLIC HEALTH** ("Grantee"). Direct Relief, together with the Grantee, may be referred to as the "Parties" and each a "Party."

## RECITALS

**WHEREAS**, Direct Relief's mission is to improve the health and lives of people affected by poverty or emergency situations by mobilizing and providing essential medical resources needed for their care. Direct Relief is nonsectarian, nongovernmental, and apolitical. Programs are administered in a non-discriminatory manner, free of charge on a humanitarian basis, and without regard to political affiliation, religious belief, or ethnic identity; and

**WHEREAS**, Direct Relief identifies and supports locally run healthcare partner facilities by donating essential medications and supplies for dispensation to eligible patients, free of charge; and

**WHEREAS**, Direct Relief created a fund to provide financial support to programs and/or projects that are consistent with and will further Direct Relief's mission; and

**WHEREAS**, Grantee has applied to Direct Relief for a grant to fund a program and/or project that is consistent with and will further Direct Relief's mission.

**NOW, THEREFORE**, the Parties, intending to be legally bound, do hereby agree as follows:

## AGREEMENT

1. **Grant Purpose.** The title and purpose of this grant shall be the title and purpose defined in Attachment 1, Section A to this Grant Agreement (respectively, the "Grant Title" and "Grant Purpose").
2. **Grant Amount.** Direct Relief will grant to Grantee shall be the amount is set forth in Attachment 1, Section B to this Grant Agreement ("Grant Amount").
3. **Grant Period.** The grant period shall consist of the period between the two dates set forth in Attachment 1, Section C to this Grant Agreement ("Grant Period").
4. **Grant Project.** Grantee will, during the Grant Period, apply the Grant funds to its work on the project(s) described in Attachment 1, Section D to this Grant Agreement ("Grant Project").
5. **Grant Funding Schedule.** Direct Relief will pay the Grantee the Grant during the Grant Period pursuant to the Payment Schedule set forth in Attachment 2, Schedule A to this Grant Agreement ("Funding Schedule").


6. **Grant Reporting Schedule.** Grantee shall submit to Direct Relief a written report for each period during which Grantee receives, holds, or spends any of the Grant Amount, on the dates provided in Attachment 2, Schedule B to this Grant Agreement ("Grant Report"). The Grant Report shall contain: (1) a description of the progress that Grantee has made toward achieving the Grant Purpose with the Grant Project relative to the Grant Amount; (2) a financial accounting of Grant Project expenditures with the Grant Funds; and (3) copies, or links to copies, of any reports, studies, publications or other publicly disseminated materials resulting from or produced in connection with the Grant Project.
7. **Contingent Grant Funding.** Installment payments of the Grant Amount will be subject to a determination by Direct Relief, made in its sole discretion, that: (a) Grantee has furnished the reports required under this Grant Agreement, (b) all grant installments previously paid have been used, and all further grant payments will be used, for the Grant Purpose; (c) there have been no material changes which would adversely affect the ability of Grantee to accomplish the Grant Purpose; (d) the Grant Purpose remains feasible; and (e) Grantee maintains its public non-profit status.
8. **Grantee's Representations.** Grantee represents that Grantee has the qualifications and ability to perform the services necessary to complete the Grant Project in a professional manner and shall conform to those standards of ethical conduct generally expected from those performing such work in the business community. Grantee further represents that Grantee has the qualifications and ability to complete the Grant Project without advice, control, or supervision of Direct Relief. At all times during the term of this Agreement, Contractor shall use Contractor's best efforts to fulfill Contractor's duties as defined herein.
9. **Standards of Conduct.** Grantee agrees to perform promptly and diligently the Grant Project work in an efficient, trustworthy and businesslike manner, applying the highest standards of professionalism and workmanship, and complying with all relevant international, national, federal, state, and local laws, rules and regulations, including but not limited to those laws, rules and regulations pertaining to anti-corruption, anti-bribery and anti-kickback practices. Further, without limiting the foregoing, Grantee acknowledges, covenants and agrees that neither Grantee nor any of Grantee's employees, agents or representatives shall offer, promise or give any undue pecuniary or other advantage, whether directly or through intermediaries, to any public official, for that official or for any third party, in order that the official act or refrain from acting in relation to the performance of his or her official duties, in order to obtain or retain business or other improper advantage. Grantee acknowledges that Direct Relief provides assistance to people and communities regardless of political affiliation, religious beliefs or ethnic identities. Grantee therefore agrees that any disparate (different) treatment by Grantee of individuals or groups based on politics, religious beliefs or ethnic identities in the performance of the Grant Project shall constitute a material breach of this Grant Agreement.
10. **Records Retention.** Grantee will keep adequate books and records to substantiate all expenditures of Grant Funds and shall make these books and records available for Direct Relief's review and inspection at reasonable times and comply with all reasonable requests by Direct Relief for information and interviews regarding use of Grant funds. Grantee shall keep copies of all relevant books and records and all reports to Direct Relief for at least four years after completion of the use of the Grant funds.
11. **Reallocation of Grant Funds Prohibited.** Reallocation of expenses to new categories or among budget categories in the approved budget must be approved if the reallocation exceeds 10% of the total Grant or \$10,000, whichever is lower. Reallocation of expenses, changes in

payment or reporting schedule, and/or changes in Grant Amount will be reflected in a Grant Agreement Addendum at the discretion of Direct Relief.

12. **Evaluation.** Direct Relief may monitor and conduct an evaluation of Grantee's operations under this Grant Agreement, which may include visits from Direct Relief personnel to observe Grantee's operations, discuss the Grant Purpose, the Grant Project and/or review financial and other records and materials connected with the activities financed by this Grant Agreement.
13. **Mutual Indemnification.** Each Party hereto (the "Indemnifying Party") hereby agrees to protect, indemnify, defend and hold harmless the other Party (including, as applicable, its agents, officers, employees and contractors) (collectively, the "Indemnified Party") from and against any and all claims, losses, penalties, expenses, damages, causes of action and liabilities of every type and character, including but not limited to court costs and reasonable attorneys' fees (through the appellate level), caused by or directly or indirectly arising out of or resulting from the Indemnifying Party's (i) breach of this Grant Agreement, including the breach of any representation, covenant or warranty made in this Grant Agreement, or (ii) negligent or willful misconduct in connection with this Grant Agreement. This clause shall survive termination of this Grant Agreement regardless of the reason for termination.
14. **Relationship.** Under no circumstances shall the Grantee look to Direct Relief as the Grantee's employer, or as a partner, an agent, or a principal. Grantee retains sole and absolute discretion and judgement in the manner and means of carrying out Grantees duties hereunder.
15. **No Representation.** Grantee shall neither have nor shall represent to any party as having any right, power or authority to create any obligation or contract, express or implied on behalf of, in the name of, or binding Direct Relief in any manner for any purpose whatsoever.
16. **No Assignment.** This Grant Agreement shall not be assigned by Grantee to any third party without the prior written consent of Direct Relief, which shall have the sole discretion to consent or not to consent to any proposed assignment. Any attempted assignment without approval of Direct Relief shall be voidable at the option of Direct Relief.
17. **Additional Grants.** Direct Relief makes no pledge or commitment to make any additional grant to Grantee, whether for the same or a different purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement on the dates set forth opposite their respective names.

DIRECT RELIEF



Thomas Tighe  
President & Chief Executive Officer

Date:

9/23/2019

JEFFERSON COUNTY PUBLIC HEALTH



BY: Everett D. Alfred  
ITS: Commissioner

Date: 10/14/2019

## ATTACHMENT 1

<u>SEC.</u>	<u>TERM</u>	<u>DEFINITION</u>
A	<b>GRANT TITLE:</b> <b>GRANT PURPOSE:</b> <b>GRANTEE CONTACT:</b>	Direct Relief's Recovery & Resiliency Community Health Fund To provide continued financial support to organizations recovering from recent natural disasters in the United States. Austin Cecil Walkes (rdragulski@co.jefferson.tx.us)
B	<b>GRANT AMOUNT:</b>	\$65,617 U.S. Dollars
C	<b>GRANT PERIOD:</b>	The Grant Period shall be for a term of <u>one year</u> beginning on September 15, 2019 and ending on September 15, 2020.
D	<b>GRANT PROJECT:</b>	<u>Summary:</u> Mobile medical unit equipment, EHR software and telehealth program  <u>Objective:</u> To complete projects outlined in Grantee's application to Direct Relief for grant funding.

## ATTACHMENT 2

SCHD. TERMDEFINITION

<b>A</b>	<b>Funding Schedule:</b>	Payment #1 Amount: \$65,617 Date: September 15, 2019
		Payment #2 Amount: N/A Estimated Date: March 30, 2020 <i>Payment #2 contingent upon successful completion of reporting requirements.</i>
<b>B</b>	<b>Grant Report:</b>	Interim Report Due: March 15, 2020 Final Report Due: September 15, 2020

PGM: GMCOMMV2	DATE 11-19-2019	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
TRI-CITY COFFEE SERVICE	155.85	465714
DAWN DONUTS	45.50	465789
		201.35**
ROAD & BRIDGE PCT.#1		
ENTERGY	633.10	465675
M&D SUPPLY	447.67	465682
METAL-MART	212.63	465684
MUNRO'S	31.35	465686
OFFICE DEPOT	50.35	465690
SEABREEZE CULVERT, INC.	1,300.00	465698
SOUTHEAST TEXAS WATER	29.00	465704
HLAVINKA EQUIPMENT COMPANY	178.00	465758
ADVANCE AUTO PARTS	46.89	465776
FUNCTION 4 LLC	.00	465803
GULF COAST	1,070.10	465818
		3,999.09**
ROAD & BRIDGE PCT.#2		
CASH ADVANCE ACCOUNT	2,045.84	465680
AT&T	99.24	465706
KNIFE RIVER	164.48	465757
LIBERTY TIRE RECYCLING LLC	1,468.52	465764
FUNCTION 4 LLC	.00	465803
		3,778.08**
ROAD & BRIDGE PCT. # 3		
FARM & HOME SUPPLY	49.08	465671
STRATTON INC.	13.18	465716
HOWARD'S AUTO SUPPLY	152.42	465723
LOWE'S HOME CENTERS, INC.	19.59	465741
MUNRO'S SAFETY APPAREL	169.95	465743
CENTERPOINT ENERGY RESOURCES CORP	36.56	465747
NORTHERN TOOL AND EQUIPMENT	449.97	465771
TEXAS A&M AGRILIFE EXTENSION SERVIC	225.00	465787
SMITTY'S HAMSHIRE GULF	7.00	465794
FUNCTION 4 LLC	.00	465803
		1,122.75**
ROAD & BRIDGE PCT.#4		
A&A EQUIPMENT	147.44	465652
SPIDLE & SPIDLE	3,894.50	465654
ENTERGY	19.62	465675
CASH ADVANCE ACCOUNT	666.36	465680
M&D SUPPLY	119.11	465682
SOUTHEAST TEXAS WATER	42.75	465704
UNITED STATES POSTAL SERVICE	1.75	465733
MARTIN PRODUCT SALES LLC	104.00	465753
LD CONSTRUCTION	148.05	465765
ASCO	325.21	465777
TEXAS A&M AGRILIFE EXTENSION SERVIC	225.00	465793
FUNCTION 4 LLC	.00	465803
O'REILLY AUTO PARTS	154.58	465813
GULF COAST	124.69	465819
		5,973.06**
ENGINEERING FUND		
OFFICE DEPOT	332.80	465690
VERIZON WIRELESS	248.14	465730
UNITED STATES POSTAL SERVICE	1.00	465733
FUNCTION 4 LLC	174.79	465803
		756.73**
PARKS & RECREATION		
A&A EQUIPMENT	467.50	465652
ENTERGY	1,285.06	465675
WESTEND HARDWARE CO	16.21	465737
		1,768.77**
GENERAL FUND		
TAX OFFICE		



PGM: GMCOMMV2	DATE 11-19-2019	AMOUNT	CHECK NO.	PAGE: 2 171 TOTAL
UNITED STATES POSTAL SERVICE		1,169.04	465733	1,169.04*
COUNTY HUMAN RESOURCES				
MOORMAN & ASSOCIATES, INC.		900.00	465685	
UNITED STATES POSTAL SERVICE		3.30	465733	
SIERRA SPRING WATER CO. - BT		29.00	465735	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI		250.00	465791	1,182.30*
AUDITOR'S OFFICE				
UNITED STATES POSTAL SERVICE		12.75	465733	12.75*
COUNTY CLERK				
UNITED STATES POSTAL SERVICE		271.14	465733	271.14*
COUNTY JUDGE				
OFFICE DEPOT		279.09	465690	
UNITED STATES POSTAL SERVICE		.41	465733	
KIMBERLY PHELAN, P.C.		1,000.00	465750	
THE MAYO LAW FIRM PLLC		500.00	465804	1,779.50*
RISK MANAGEMENT				
UNITED STATES POSTAL SERVICE		1.47	465733	1.47*
COUNTY TREASURER				
CASH ADVANCE ACCOUNT		546.68	465680	
UNITED STATES POSTAL SERVICE		71.44	465733	618.12*
PRINTING DEPARTMENT				
OLMSTED-KIRK PAPER		15.83	465691	
FUNCTION 4 LLC		1,735.37	465803	1,751.20*
PURCHASING DEPARTMENT				
OFFICE DEPOT		142.17	465690	
UNITED STATES POSTAL SERVICE		2.88	465733	145.05*
GENERAL SERVICES				
BOSWORTH PAPER		1,707.00	465660	
TIME WARNER COMMUNICATIONS		2,442.76	465709	
ADVANCED STAFFING		97.50	465719	
MILLIMAN		9,000.00	465762	
THE ARC OF GREATER BEAUMONT		5,000.00	465775	18,247.26*
DATA PROCESSING				.00*
VOTERS REGISTRATION DEPT				
UNITED STATES POSTAL SERVICE		230.01	465733	230.01*
ELECTIONS DEPARTMENT				
AT&T MOBILITY		2,465.52	465788	
PV RENTALS LLC		821.75	465790	3,287.27*
DISTRICT ATTORNEY				
JEFFERSON CTY. DISTRICT ATTORNEY		12,620.00	465679	
OFFICE DEPOT		430.23	465690	
UNITED STATES POSTAL SERVICE		191.20	465733	
KIMBERLY R. BROUSSARD		192.78	465763	13,434.21*
DISTRICT CLERK				
OFFICE DEPOT		576.04	465690	

PGM: GMCOMMV2	DATE 11-19-2019		PAGE: 3 172
NAME	AMOUNT	CHECK NO.	TOTAL
TAC - TEXAS ASSN. OF COUNTIES	400.00	465708	
UNITED STATES POSTAL SERVICE	301.39	465733	
AERIALINK INC	181.82	465795	
ENGINEERING INNOVATION	193.39	465796	
			1,652.64*
CRIMINAL DISTRICT COURT			
CRISTY SMITH	369.76	465661	
MARSHA NORMAND	8,750.00	465688	
UNITED STATES POSTAL SERVICE	9.68	465733	
			9,129.44*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	29.95	465704	
UNITED STATES POSTAL SERVICE	.82	465733	
			30.77*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	64.95	465734	
			64.95*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.65	465733	
			1.65*
172ND DISTRICT COURT			
			.00*
252ND DISTRICT COURT			
OFFICE DEPOT	125.32	465690	
UNITED STATES POSTAL SERVICE	66.03	465733	
			191.35*
279TH DISTRICT COURT			
NATHAN REYNOLDS, JR.	500.00	465694	
			500.00*
317TH DISTRICT COURT			
PHILLIP DOWDEN	325.00	465658	
NATHAN REYNOLDS, JR.	1,050.00	465694	
KEVIN S. LAINE	325.00	465720	
CHARLES ROJAS	650.00	465726	
UNITED STATES POSTAL SERVICE	1.00	465733	
GLEN M. CROCKER	325.00	465736	
JOEL WEBB VAZQUEZ	950.00	465745	
WILLIAM FORD DISHMAN	150.00	465780	
			3,776.00*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	52.72	465690	
UNITED STATES POSTAL SERVICE	57.81	465733	
LEXISNEXIS- ACCURINT	93.72	465766	
			204.25*
JUSTICE COURT-PCT 1 PL 2			
KIRKSEY'S SPRINT PRINTING	24.95	465681	
TEXAS STATE UNIVERSITY SAN MARS	260.00	465705	
LEXISNEXIS- ACCURINT	93.73	465766	
			378.68*
JUSTICE COURT-PCT 4			
			.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	36.71	465733	
LEXISNEXIS- ACCURINT	93.73	465766	
			130.44*
JUSTICE COURT-PCT 7			
LEXISNEXIS- ACCURINT	93.73	465766	
			93.73*
JUSTICE OF PEACE PCT. 8			

PGM: GMCOMMV2	DATE 11-19-2019	AMOUNT	CHECK NO.	PAGE: 4 173 TOTAL
LEXISNEXIS- ACCURINT		93.73	465766	93.73*
COUNTY COURT AT LAW NO.1				
UNITED STATES POSTAL SERVICE		.41	465733	.41*
COUNTY COURT AT LAW NO. 2				
JACK LAWRENCE		250.00	465655	
DONALD W. DUESLER & ASSOC.		250.00	465668	
A. MARK FAGGARD		250.00	465670	
NATHAN REYNOLDS, JR.		100.00	465694	
KEVIN PAULA SEKALY PC		412.50	465699	
UNITED STATES POSTAL SERVICE		3.30	465733	1,265.80*
COUNTY COURT AT LAW NO. 3				
MARVA PROVO		800.00	465693	
UNITED STATES POSTAL SERVICE		8.24	465733	
MATUSKA LAW FIRM		250.00	465784	1,058.24*
COURT MASTER				
KIRKSEY'S SPRINT PRINTING		103.80	465681	
BUDDIE J HAHN		626.09	465821	729.89*
MEDIATION CENTER				
SOUTHEAST TEXAS WATER		68.65	465704	
UNITED STATES POSTAL SERVICE		4.94	465733	73.59*
COMMUNITY SUPERVISION				.00*
SHERIFF'S DEPARTMENT				
JEFFERSON CTY. SHERIFF'S DEPARTMENT		1,010.00	465678	
CASH ADVANCE ACCOUNT		373.04	465680	
AT&T		132.32	465706	
AMERICAN POLYGRAPH ASSOCIATION		150.00	465728	
UNITED STATES POSTAL SERVICE		1,365.69	465733	
LOWE'S HOME CENTERS, INC.		113.96	465741	
SUPERIOR PRESS		82.32	465768	
TRANSUNION RISK AND ALTERNATIVE		575.00	465785	
GALLS LLC		724.66	465786	
CINTAS CORPORATION		398.16	465792	4,925.15*
CRIME LABORATORY				
SIGMA-ALDRICH, INC.		214.84	465653	
HENRY SCHEIN, INC.		185.87	465697	
CDW COMPUTER CENTERS, INC.		102.00	465724	502.71*
JAIL - NO. 2				
JONES-ZYLON CO.		2,460.25	465656	
CITY OF BEAUMONT - WATER DEPT.		16.00	465662	
COASTAL WELDING SUPPLY		88.35	465665	
COBURN SUPPLY COMPANY INC		133.21	465666	
ECOLAB		284.95	465669	
FAST SIGNS, INC.		32.30	465672	
W.W. GRAINGER, INC.		174.63	465673	
CASH ADVANCE ACCOUNT		503.62	465680	
M&D SUPPLY		90.34	465682	
OFFICE DEPOT		627.45	465690	
OVERHEAD DOOR CO.		1,329.30	465692	
RITTER @ HOME		113.88	465695	
SANITARY SUPPLY, INC.		3,226.45	465696	
SHERWIN-WILLIAMS		487.43	465702	
AT&T		29.74	465706	
WHOLESALE ELECTRIC SUPPLY CO.		430.71	465717	
LOWE'S HOME CENTERS, INC.		23.73	465741	
BELT SOURCE		63.61	465751	

PGM: GMCOMMV2	DATE 11-19-2019		PAGE: 5 174 TOTAL
NAME	AMOUNT	CHECK NO.	
AL FILTER SERVICE COMPANY	737.60	465772	
EMERGENCY POWER SERVICE	685.46	465773	
SAM'S CLUB DIRECT	683.30	465774	
MATERA PAPER COMPANY INC	2,371.12	465778	
THE MONOGRAM SHOP	36.00	465805	
TRINITY SERVICES GROUP INC	41,667.51	465817	56,296.94*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	6.94	465733	6.94*
JUVENILE DETENTION HOME			
STERICYCLE, INC	35.00	465810	35.00*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	232.47	465680	
OFFICE DEPOT	570.14	465690	
MOTOROLA SOLUTIONS INC	212.80	465721	
UNITED STATES POSTAL SERVICE	59.18	465733	
LEXISNEXIS- ACCURINT	93.73	465766	1,168.32*
CONSTABLE-PCT 2			
LEXISNEXIS- ACCURINT	93.73	465766	93.73*
CONSTABLE-PCT 4			
DISH NETWORK	62.57	465755	
IMAGE 360 BEAUMONT	1,200.00	465811	1,262.57*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	11.12	465733	
LEXISNEXIS- ACCURINT	93.73	465766	
LAKE COUNTRY CHEVROLET, INC.	32,232.58	465812	32,337.43*
CONSTABLE PCT. 8			
			.00*
AGRICULTURE EXTENSION SVC			
			.00*
HEALTH AND WELFARE NO. 1			
MUNRO'S	46.68	465686	
OFFICE DEPOT	95.09	465690	
UNITED STATES POSTAL SERVICE	57.21	465733	
LEXISNEXIS- ACCURINT	140.60	465766	339.58*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	1,390.00	465663	
CLAYTON THOMPSON FUNERAL HOME	1,500.00	465664	
LEXISNEXIS- ACCURINT	140.60	465766	
STERICYCLE, INC	35.00	465810	3,065.60*
NURSE PRACTITIONER			
			.00*
CHILD WELFARE UNIT			
BEAUMONT OCCUPATIONAL SERVICE, INC.	69.90	465738	
J.C. PENNEY'S	7,365.94	465739	
SEARS COMMERICAL CREDIT	196.63	465740	7,632.47*
ENVIRONMENTAL CONTROL			
			.00*
INDIGENT MEDICAL SERVICES			
CORLISS R FLOURNOY	525.00	465815	525.00*
MAINTENANCE-BEAUMONT			

PGM: GMCOMMV2	DATE 11-19-2019	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
CITY OF BEAUMONT - LANDFILL	33.00	465659
W.W. GRAINGER, INC.	459.04	465673
M&D SUPPLY	41.68	465682
RITTER @ HOME	21.27	465695
SANITARY SUPPLY, INC.	1,003.25	465696
ACE IMAGEWEAR	208.41	465701
S.E. TEXAS BUILDING SERVICE	25,381.80	465703
TEXAS DEPT OF LICENSING &	280.00	465712
WARREN EQUIPMENT CO.	179.81	465715
WORTH HYDROCHEM	265.00	465718
ADVANTAGE INTEREST INC	519.00	465807
REXEL USA INC	375.37	465809
		28,767.63*
MAINTENANCE-PORT ARTHUR		
JOHNSTONE SUPPLY	188.95	465657
ALL-PHASE ELECTRIC SUPPLY	370.27	465667
ENTERGY	4,317.79	465675
WHOLESALE ELECTRIC SUPPLY CO.	319.52	465717
PARKER LUMBER	15.98	465767
		5,212.51*
MAINTENANCE-MID COUNTY		
TIME WARNER COMMUNICATIONS	47.00	465711
SERVICE CENTER		47.00*
SPIDLE & SPIDLE	3,192.09	465654
J.K. CHEVROLET CO.	132.00	465677
AT&T	66.16	465706
PETROLEUM SOLUTIONS, INC.	202.38	465744
BUMPER TO BUMPER	487.48	465746
LIBERTY TIRE RECYCLING LLC	197.98	465764
MIGHTY OF SOUTHEAST TEXAS	225.41	465770
SILSBEE FORD INC	369.42	465782
SOUTHEAST TEXAS PARTS AND EQUIPMENT	504.98	465783
THIS GUYS TOOLS, LLC	469.90	465816
		5,847.80*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	10.50	465733
HILARY GUEST	106.60	465742
FUNCTION 4 LLC	.00	465803
		117.10*
		209,688.36**
MOSQUITO CONTROL FUND		
MUNRO'S	48.98	465686
FUNCTION 4 LLC	.00	465803
		48.98**
FEMA EMERGENCY		
GRAYBAR ELECTRIC COMPANY, INC.	1,561.68	465674
MUSTANG RENTAL SERVICES	7,174.47	465687
MOTOROLA SOLUTIONS INC	3,206.70	465722
DRC EMERGENCY SERVICES, LLC	523,010.07	465749
GULF COAST	41.56	465819
		534,994.48**
FAMILY GROUP CONFERENCING		
FUNCTION 4 LLC	.00	465803
		.00**
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	462.00	465779
FUNCTION 4 LLC	.00	465803
		462.00**
EMPG GRANT		
TRIANGLE BLUE PRINT CO., INC.	60.00	465713
FUNCTION 4 LLC	147.49	465803
		207.49**
JUVENILE PROB & DET. FUND		

PGM: GMCOMMV2	DATE 11-19-2019	AMOUNT	CHECK NO.	PAGE: 7 176 TOTAL
VERIZON WIRELESS		64.75	465731	64.75**
GRANT A STATE AID				
CASH ADVANCE ACCOUNT		213.95	465680	
YOUTH ADVOCATE PROGRAM		11,305.00	465759	11,518.95**
COMMUNITY SUPERVISION FND				
TIME WARNER COMMUNICATIONS		107.82	465710	
UNITED STATES POSTAL SERVICE		76.94	465733	
JCCSC		203.00	465769	387.76**
JEFF. CO. WOMEN'S CENTER				
M&D SUPPLY		146.05	465682	
MARKET BASKET		5.45	465683	
OFFICE DEPOT		2.72	465690	
TEXAS FIRE & COMMUNICATIONS		90.00	465729	
SAM'S CLUB DIRECT		179.84	465774	424.06**
COMMUNITY CORRECTIONS PRG				.00**
DRUG DIVERSION PROGRAM				
FUNCTION 4 LLC		.00	465803	.00**
DRUG INTERVENTION COURT				
STERICYCLE, INC		70.00	465810	70.00**
HOTEL OCCUPANCY TAX FUND				
DISH NETWORK		133.58	465754	
JESSIE DAVIS		89.32	465761	
SAM'S CLUB DIRECT		156.52	465774	
FUNCTION 4 LLC		.00	465803	
VICTORIA RHODES		86.42	465820	465.84**
DISTRICT CLK RECORDS MGMT				
FUNCTION 4 LLC		.00	465803	.00**
CAPITAL PROJECTS FUND				
TOTAL SAFETY, INC.		1,190.00	465727	1,190.00**
COASTAL RESTORATION PRJCT				
TIM RICHARDSON		10,500.00	465781	10,500.00**
AIRPORT FUND				
ENTERGY		492.01	465676	
SANITARY SUPPLY, INC.		143.01	465696	
UNITED STATES POSTAL SERVICE		2.06	465733	
LOWE'S HOME CENTERS, INC.		159.34	465741	
BELT SOURCE		30.61	465751	
FUNCTION 4 LLC		.00	465803	
TITAN AVIATION FUELS		1,495.00	465814	2,322.03**
SE TX EMP. BENEFIT POOL				
EXPRESS SCRIPTS INC		80,564.09	465808	80,564.09**
SETEC FUND				
D&H ELECTRICAL SERVICES		11,535.00	465752	11,535.00**
WORKER'S COMPENSATION FD				
TRISTAR RISK MANAGEMENT		3,260.36	465748	3,260.36**
SHERIFF'S FORFEITURE FUND				

PGM: GMCOMMV2	DATE 11-19-2019	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
CASH ADVANCE ACCOUNT	3,188.59	465680 3,188.59**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	13,460.00	465627
CLEAT	306.00	465628
JEFFERSON CTY. TREASURER	15,163.75	465629
RON STADTMUELLER - CHAPTER 13	339.81	465630
INTERNAL REVENUE SERVICE	208.00	465631
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,160.00	465632
JEFFERSON CTY. COMMUNITY SUP.	8,765.39	465633
JEFFERSON CTY. TREASURER - HEALTH	528,721.69	465634
JEFFERSON CTY. TREASURER - GENERAL	20.00	465635
JEFFERSON CTY. TREASURER - PAYROLL	1,849,911.99	465636
JEFFERSON CTY. TREASURER - PAYROLL	675,050.97	465637
MONEY LIFE INSURANCE OF AMERICA	100.34	465638
POLICE & FIRE FIGHTERS' ASSOCIATION	2,013.06	465639
US DEPARTMENT OF EDUCATION	479.05	465640
JEFFERSON CTY. TREASURER - TCDRS	707,362.09	465641
JEFFERSON COUNTY TREASURER	2,705.58	465642
JEFFERSON COUNTY - TREASURER -	6,810.74	465643
NECHES FEDERAL CREDIT UNION	40,941.60	465644
JEFFERSON COUNTY - NATIONWIDE	59,503.09	465645
FMS DMS PIONEER	296.09	465646
U S DEPARTMENT OF TREASURY	170.35	465647
JOHN TALTON	715.38	465648
BELINDA M ZURITA	230.77	465649
INVESCO INVESTMENT SERVICES, INC	1,519.99	465650
TRELLIS COMPANY	672.98	465651
		3,919,628.71**
MARINE DIVISION		
ENTERGY	569.81	465675
OFFICE DEPOT	207.44	465690
RITTER @ HOME	164.06	465695
SETZER HARDWARE, INC.	58.53	465700
AT&T	85.76	465706
SUN COAST RESOURCES, INC.	10,259.71	465707
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	465725
VERIZON WIRELESS	531.86	465730
BUMPER TO BUMPER	16.68	465746
MID COUNTY PLUMBING	300.00	465756
THE DINGO GROUP-PETE JORGENSEN MARI	32.00	465760
SILSBEE FORD INC	2,957.68	465782
VECTOR SECURITY	39.95	465806
		15,283.48**
FY 2017 PORT SECURITY GRT		
THE DINGO GROUP-PETE JORGENSEN MARI	9,891.10	465760
		9,891.10**
		4,833,295.86***

## ATTACHMENT D

### RTS WORKSTATION LEASE AGREEMENT

#### STATE OF TEXAS

COUNTY OF Jefferson

THIS AGREEMENT is made between the Texas Department of Motor Vehicles "TxDMV" or "department" and the "county" pursuant to Texas Transportation Code, Section 520.0093, for the purposes of providing the County of Jefferson, Texas an option to lease additional Registration and Title System ("RTS") workstations directly from the State. This agreement is incorporated into the Interlocal Agreement for Provision of Equipment and Consumables ("County Agreement") and is subject to the provisions of the County Agreement and the County Equipment Guide, including but not limited to provisions relating to: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies.

1. If the county desires additional RTS workstations beyond what is allocated by the department, the workstations may be leased at county expense from the department.
2. The cost of leasing a basic RTS workstation<sup>1</sup> will be \$350 per year plus \$11 per year for an eLearning account, for a total annual lease cost of \$361. If a cable drop is needed for a workstation, there is a one-time cost of \$180 per drop. For workstations that are leased by the county for placement in a full service deputy ("FSD") office, there is an additional annual cost of \$4,260 per full service deputy site, per year to cover the T1 circuit cost.
3. Lease charges are billed annually on the county's annual invoice. Lease costs are prorated for the first year of the lease term based on the installation date, and the prorated amount will be included on the county's next annual invoice.
4. The county may request the department remove the leased equipment at any time. The equipment will be removed within 30 days of the request being received by TxDMV. The county will forfeit any portion of the annual lease fee that remains.
5. Costs for leased equipment and services are subject to change annually.
6. The county will indicate equipment requirements below (by site and quantity). Total annual costs can be projected using the table provided. TxDMV will compute final costs and the county will be billed in accordance with paragraphs 2 and 3 above.
7. In addition to the provisions of the original County Agreement, TxDMV's responsibility for equipment installed at FSD sites (i.e., privately owned, for-profit enterprises performing motor vehicle title and registration transactions for the county tax office) is limited to ensuring the equipment remains operational. The county will be responsible for all training, forms, supplies, user policy and procedures, etc., associated with this offsite equipment. This agreement will remain in force for as long as the County Agreement remains effective.

<sup>1</sup>The Basic RTS Workstation includes all standard items for full functionality (monitor, CPU, keyboard, mouse, printer, software, support, and cash drawer, if necessary), in a normal environment.

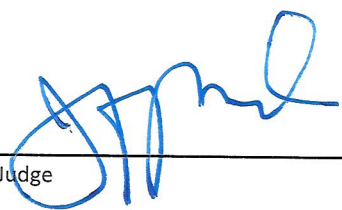


8. Workstations identified below that are leased under the provisions of this agreement will be installed following approval of the County Commissioner's Court and after signature by the County Judge (or a designee when supported by a certified copy of the Commissioner's Court Order or Resolution, which must be attached) and counter signed by the Director of the Vehicle Titles and Registration Division of the Texas Department of Motor Vehicles.

The County of Jefferson, Texas will lease 1 additional RTS workstation(s) to be installed at the following County Tax Office or full service deputy location(s).

Site Type County or FSD	New (N) or Existing (E) Site	Site Name	Site Address	Workstation Quantity
County	(E)	Nederland (SUB)	4605 Jerry Ware Dr., Bmt, TX 77705	<b>1</b>

	Item	Site Name	Quantity	Individual Item Cost	Total Annual Cost
1.	RTS Workstation, Basic <sup>1</sup> (non-FSD site)	Nederland (SUB)	1	\$361.00	\$ 361.00
2.	RTS Workstation, Basic <sup>1</sup> (FSD site)			\$361.00	
3.	T1 Circuit Cost (FSD sites only – one annual circuit charge per FSD site)			\$4,260.00	
<i>Note: cable drops are an additional \$180 each and charged in first year only</i>				<b>Annual Lease Cost</b>	<b>\$ 361.00</b>

  
 \_\_\_\_\_  
 County Judge

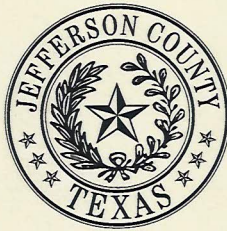
11/19/19  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Jeremiah Kuntz  
 Director, Vehicle Titles and Registration

\_\_\_\_\_  
 Date

County

<sup>1</sup>The Basic RTS Workstation includes all standard items for full functionality (monitor, CPU, keyboard, mouse, printer, software, support, and cash drawer, if necessary), in a normal environment.



# Resolution

STATE OF TEXAS

COUNTY OF JEFFERSON

§  
§  
§

COMMISSIONERS COURT  
  
OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 19<sup>th</sup> day of November, 2019, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

**WHEREAS, Gale Osborne**, has devoted 17 years of her life to the service of the taxpaying citizens of Jefferson County; and,

**WHEREAS**, that service was provided through the Office of Assessor-Collector of Taxes for Jefferson County; and,

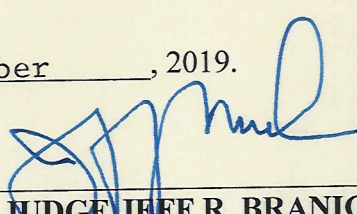
**WHEREAS, Gale Osborne** served admirably in the position as Deputy Assessor-Collector of Taxes for Jefferson County; and,

**WHEREAS, Gale Osborne** dedicated her talents and services to the sometimes overwhelming task of collecting motor vehicle sales tax and license fees through the licensing and titling of motor vehicles, and many other activities necessary for the daily functioning of the County Tax Office;

**WHEREAS, Gale Osborne** is loved and will be sorely missed by her co-workers;

**NOW THEREFORE**, be it resolved that the Jefferson County Commissioners Court does hereby honor and commend **Gale Osborne** for her dedicated service of Jefferson County and wishes her well in her retirement.

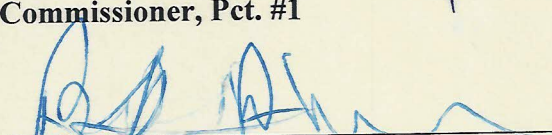
SIGNED this 19<sup>th</sup> day of November, 2019.

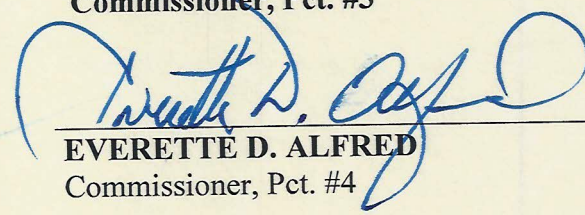
  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge



  
\_\_\_\_\_  
**EDDIE ARNOLD**  
Commissioner, Pct. #1

  
\_\_\_\_\_  
**MICHAEL S. SINEGAL**  
Commissioner, Pct. #3

  
\_\_\_\_\_  
**BRENT A. WEAVER**  
Commissioner, Pct. #2

  
\_\_\_\_\_  
**EVERETTE D. ALFRED**  
Commissioner, Pct. #4





Joleen E. Fregia  
Chief Deputy  
E-Mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

Charlie Hallmark  
County Treasurer  
1149 Pearl Street – Basement  
Beaumont, Texas 77701

Office (409) 835-8509  
Fax (409) 839-2347  
E-Mail  
[challmark@co.jefferson.tx.us](mailto:challmark@co.jefferson.tx.us)

November 14, 2019

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

Gentlemen:

Enclosed is the revised Investment Schedule as of September 30, 2019, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.90%. The 90 day Treasury discount rate on September 30, 2019 was 1.78% and the interest on your checking accounts for the month of September was 1.75%

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

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

This should be on the agenda For November 19th, 2019, to be received and filed.

Sincerely,

Charlie Hallmark, CIO  
Enclosure

Agenda should read:

Receive and File Revised Investment Schedule for September, 2019,  
including the year to date total earnings on County funds.







## FISCAL YEAR 2018-2019

### YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	2.280%	\$91,324.37	0.700%	NA	NA
NOVEMBER	2.300%	\$23,554.43	0.700%	NA	NA
DECEMBER	2.400%	\$85,180.51	0.700%	NA	NA
JANUARY	2.500%	\$78,944.23	0.700%	NA	NA
FEBRUARY	2.510%	\$131,900.97	0.700%	NA	NA
MARCH	2.410%	\$50,499.91	0.700%	NA	NA
APRIL	2.330%	\$98,064.51	0.700%	NA	NA
MAY	2.290%	\$113,368.80	1.750%	\$4,116.94	2.420%
JUNE	2.120%	\$140,743.90	1.750%	\$4,119.97	2.390%
JULY	2.060%	\$185,950.32	1.750%	\$12,100.60	2.370%
AUGUST	1.950%	\$166,505.46	1.750%	\$19,612.02	2.190%
SEPTEMBER	1.780%	\$87,842.62	1.750%	\$28,276.23	2.150%
<b>ANNUAL TOTALS</b>		<b>\$1,253,880.03</b>		<b>\$68,225.76</b>	<b>\$1,322,105.79</b>



ENTERPRISE PRODUCTS PARTNERS L.P.  
ENTERPRISE PRODUCTS HOLDINGS LLC  
(General Partner)

ENTERPRISE PRODUCTS OPERATING LLC

November 19, 2019

Mr. Fred Jackson  
First Assistant to Judge Jeff Branick  
Jefferson County  
P.O. Box 4025  
Beaumont, Texas 77704

Re: Jefferson County Sheriff's Office Shooting Range located at 5030 Highway 69 South,  
Beaumont, Texas

Dear Mr. Jackson:

Enterprise Products Operating LLC and its affiliates (collectively, "Enterprise") own storage tanks and related facilities (the "Storage Facility") in Jefferson County that are depicted on Schedule 1 to this letter. The Jefferson County Sheriff's Office utilizes a shooting range (the "Existing Range") located at 5030 Highway 69 South, Beaumont, Texas, which also is depicted on Schedule 1 to this letter. The Existing Range is located on the real property that is more particularly described on Exhibit "A" to this letter.

On various occasions, stray bullets that appear to have originated from the Existing Range have punctured tanks and other improvements at the Storage Facility. This letter will set forth the proposal by Jefferson County (the "County") to eliminate the future potential for stray bullets from the Existing Range to hit the Storage Facility and the conditions for Enterprise's financial support for such proposal.

The County and Enterprise propose to take the following steps:

- Subject to receipt of the Donations (as defined below), the County will construct a new shooting range (the "New Range"). The County has chosen the Proposed Concept Design dated July 2019 prepared for the Jefferson County Sheriff's Office by TRS Range Services, LLC (the "New Range Plans"). The New Range shall be constructed by the County in accordance with the New Range Plans on the real property that is more particularly described on Exhibit "B" to this letter (rather than on the site shown in the New Range Plans) and shall be configured and operated by the County in a manner that eliminates the potential for stray bullets from the New Range to hit the Storage Facility.
- The County shall utilize reasonable good faith efforts to obtain the best available pricing from the parties supplying labor, materials and services related to design and construction



Mr. Fred Jackson  
November 19, 2019  
Page 2

of the New Range, and all contracts between the County and such parties shall be "arms-length" written agreements, negotiated in good faith.

- The County and Enterprise shall enter into restrictive covenants (the "Restrictions") that (i) prohibit use after the effective date of the Restrictions of all or any portion of the Existing Range as a shooting range (except, if applicable, any portion of the Existing Range that will be part of the New Range), and (ii) require that the New Range be configured and operated to eliminate the potential for stray bullets from the New Range to hit the Storage Facility. The Restrictions shall be covenants running with the land, which shall encumber the Existing Range and the New Range and shall be for the benefit of the owners of the Storage Facility. The Restrictions shall be in recordable form reasonably acceptable to the County and Enterprise and shall include appropriate waivers by the County of sovereign immunity with respect to enforcement of the Restrictions by Enterprise. The County and Enterprise shall use reasonable efforts to agree upon the form of the Restrictions within ten (10) days after the execution of this letter by the County.
- The County shall obtain approval of the Jefferson County Commission, and all other necessary approvals, for the County to enter into this letter and the Restrictions (collectively, the "Approvals"). Within ten (10) days after the Approvals are obtained, the County and Enterprise will execute, acknowledge and deliver the Restrictions. Enterprise will record the Restrictions in the Real Property Records of Jefferson County, Texas.
- Subject to the Approvals being obtained, to execution and delivery of the Restrictions by the County and Enterprise, and to the terms and conditions of this letter, Enterprise will make donations (each a "Donation" and, collectively, the "Donations") to the County in an aggregate amount not exceeding \$1,558,225. The County shall establish a special purpose bank account at Wells Fargo Bank, Jefferson County General Operating Account, Account No. 7783975381 (the "Donations Account") into which Enterprise shall deposit the Donations. The Donations Account shall be used only for receipt of Donations and for disbursements and payments for the costs designing and construction the New Range. The first Donation, in the amount of \$400,000, will be deposited by Enterprise in the Donations Account (or delivered by Enterprise to the County by check, in which event the County agrees to promptly deposit such first Donation in the Donations Account) within twenty (20) days after the Approvals are obtained and the Restrictions are executed, acknowledged and delivered by the County and by Enterprise. Subject to continued compliance by the County of its obligations under the Restrictions and its obligations under this letter, Enterprise will make additional Donations into the Donations Account on a monthly basis, provided, that in no event shall the aggregate amount of the Donations exceed \$1,558,225, and in no event shall Enterprise be required to make any Donations after the End Date. The "End Date" shall mean July 31, 2020; provided, however, that if construction of the New Range cannot be completed by the County on or before July 31, 2020 by reason of weather or other events of force majeure,



Mr. Fred Jackson  
November 19, 2019  
Page 3

the End Date will be extended by the number of days by which such weather or other events of force majeure have delayed construction; provided, however, that in no event shall the End Date be so extended beyond August 31, 2020. Subject to the limitations set forth above, each Deposit shall be in an amount sufficient to cause the aggregate amount of the Deposits then made by Enterprise to equal or exceed the aggregate costs then incurred by the County for design and construction of the New Range. Following commencement of construction of the New Range, the County will furnish Enterprise, on a monthly basis, with (i) copies of invoices (to the extent not previously provided to Enterprise) for all labor, materials and services that have then been delivered or performed with respect to design or construction of the New Range, and (ii) copies of receipts or other evidence of all payment (to the extent not previously provided to Enterprise) that have then been made by the County for design or construction of the New Range.

- Amounts deposited by Enterprise in the Donations Account (and any Donations delivered by Enterprise to the County by check) shall be used by the County for the sole purpose of paying for labor, materials and services for design and construction of the New Range in accordance with the New Range Plans. Notwithstanding anything to the contrary in this letter, Enterprise shall be entitled to suspend any and all further Donations if (i) funds in the Donations Account are used for any purpose other than for payment for labor, materials and services that have been delivered or incurred in connection with design and construction of the New Range in accordance with the New Range Plans, (ii) the County has failed to timely pay any invoice or is otherwise in material default under any contract related to design or construction of the New Range, (iii) any mechanics or materialman's lien is filed against New Range or any portion thereof and is not promptly discharged or bonded against by the County, (iv) Enterprise reasonably determines at any time that the then-remaining funds in the Donations Account plus additional Donations by Enterprise up to the \$1,558,225 aggregate Donations cap will not be sufficient to substantially complete construction of the New Range in accordance with the New Range Plans, or (v) the County is in default in performance of its obligations or agreements in this letter or the Restrictions. The County covenants and agrees that construction of the New Range will begin as soon after acceptance of this letter as the County's contractor can arrive on site and that construction shall begin no later than December 31, 2019.
- Upon completion of the New Range, the County will provide Enterprise with a certificate of completion of the New Range, issued by TRS Range Services, LLC, together with photographic evidence of such completion.
- The County shall promptly provide Enterprise with account statements received by the County for the Donations Account. From time to time upon request by Enterprise, the County shall allow Enterprise and its designated representatives and agents to inspect and make copies of the County's records and materials related to the Donations Account and construction of the New Range. Throughout construction of the New Range, the County



Mr. Fred Jackson  
November 19, 2019  
Page 4

shall allow Enterprise and its designated representatives and agents to inspect the construction of the New Range at such times as may be requested by Enterprise.

- Subject to the terms of this letter, Enterprise will hold the County harmless from and against damages (other than Special Damages, as defined below) up to the Damage Cap (as defined below) for any failure by Enterprise to make Donations that are required to be made by Enterprise pursuant to the terms of this letter. For the avoidance of doubt, Enterprise shall not be required to make any Donations hereunder after the End Date or at any time during which Enterprise is entitled to suspend Donations pursuant to the terms of this letter. **IN NO EVENT SHALL ENTERPRISE BE LIABLE TO THE COUNTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (COLLECTIVELY, "SPECIAL DAMAGES"), WHETHER BASED UPON CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), OR IN ANY OTHER MANNER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND THE COUNTY HEREBY WAIVES ANY AND ALL CLAIMS AGAINST ENTERPRISE FOR SPECIAL DAMAGES.** The "Damage Cap" shall mean (i) the difference of (i) the aggregate amount actually expended by the County prior to the End Date for design or construction of the New Range (to the extent, but only to the extent, such amount does not exceed \$1,558,225), *minus* (ii) the aggregate amount of all Donations made by Enterprise.

This letter shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles.

This letter constitutes the entire agreement between the County and Enterprise with respect to the subject matter of this letter and supersedes any and all prior or contemporaneous agreements between the County and Enterprise with respect to the subject matter of this letter. There are no prior or contemporaneous agreements or representations (whether oral or written) affecting such subject matter other than those herein expressed.

If this letter accurately sets forth the mutual intentions of the County and Enterprise, please return a counterpart of this letter, countersigned by the County, to Enterprise.

*[signature page follows]*


Mr. Fred Jackson  
November 19, 2019  
Page 5

Please let us know if you have any questions. Thank you.

Sincerely,

ENTERPRISE PRODUCTS OPERATING LLC

By: Enterprise Products OLPGP, Inc.  
Its: Sole Manager

By:   
Name: Graham W. Bacon  
Title: Executive Vice President

Agreed and consented to:

JEFFERSON COUNTY

By:

  
Jeff Branick, County Judge



**SCHEDULE 1**

**(Map depicting the Storage Facility and the Existing Range)**

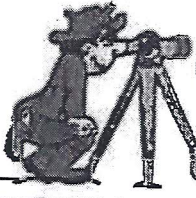


**EXHIBIT "A"**

**(Metes and bounds description of the Existing Range)**

**[SEE TWO (2) PAGES THAT FOLLOW]**



 <h1 style="margin: 0;">SOUTEX</h1> <p style="margin: 0;">SURVEYORS &amp; ENGINEERS</p>	<p>TBPE Firm No. F-5755          TBPLS Firm No. 10123800          LA EF.0005711</p> <p>3757 Doctors Drive          Port Arthur, Texas 77642          Office (409) 983.2004          Fax (409) 983.2005</p>
--	--

**1.22 ACRES OF LAND  
 OUT OF THE PELHAM HUMPHRIES SURVEY, ABSTRACT NO.32  
 JEFFERSON COUNTY, TEXAS**

**BEING** 1.22 acres of land out of and a part of the Pelham Humphries Survey, Abstract No. 32, Jefferson County, Texas; being part of a (Called 69.101) acre tract of land described in a deed to Jefferson County Jail Site, recorded in Film Code 102-98-2065, and a (Called 72.96) acre tract of land described in a deed to Minnie Rodgers Juvenile Justice Center, recorded in Film Code 102-98-2065, Official Public Records, Jefferson County, Texas; said 1.22 acre tract being more fully described by metes and bounds as follows, to wit:

*Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.*

**COMMENCING** at a point being the most Northerly corner of the (Called 69.101) acre tract on the Westerly right of way line of a dedicated road named US Highway 69/96/287; said point having a Texas Coordinate of N: 13946751.40, E: 3536768.42; from which a TxDOT Monument found having a Texas Coordinate of N: 13946761.75, E: 3536762.98 bears North 27 deg., 44 min., 30 sec., East, a distance of 11.70' and from which a ½" steel rod found on the Westerly right of way line of said US Highway 69/96/287 having a Texas Coordinate of N: 13945553.95, E: 3537398.21 bears South 27 deg., 44 min., 30 sec., East, a distance of 1352.96';

**THENCE**, South 41 deg., 53 min., 51 sec., West, a distance of 3348.54' to a point for corner being the **POINT OF BEGINNING** and most Northerly corner of the herein described tract; said point for corner being on the Northerly line of the (Called 69.101) acre tract, same being the Southeasterly line of a tract of land described in a deed to Enterprise Beaumont Marine West LP, recorded in File No. 2015013909, Official Public Records, Jefferson County, Texas; having a Texas Coordinate of N: 13944258.93, E: 3534532.27;

**THENCE**, South 57 deg., 45 min., 58 sec., East, a distance of 432.26' to a point for corner being the most Easterly corner of the herein described tract;

**THENCE**, South 32 deg., 14 min., 02 sec., West, a distance of 104.34' to a point for corner on the South line of the (Called 76.96) acre tract; said point for corner being the Southeast corner of the herein described tract;

**THENCE**, North 89 deg., 49 min., 41 sec., West, on the South line of the (Called 72.96) acre tract, a distance of 35.64' to a point for corner being the most Southerly Southwest corner of the herein described tract;

**THENCE**, North 57 deg., 45 min., 58 sec., West, a distance of 402.06' to a point for corner on the common line of the (Called 69.101) acre tract, and said Enterprise Beaumont Marine West, LP tract; said point for corner being the most westerly corner of the herein described tract;

**THENCE** North 32 deg., 14 min., 02 sec., East, on the common line of the (Called 69.101) acre tract and said Enterprise Beaumont Marine West, LP tract, a distance of 123.26' to the **POINT OF BEGINNING** and containing 1.22 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on September 21, 2019.

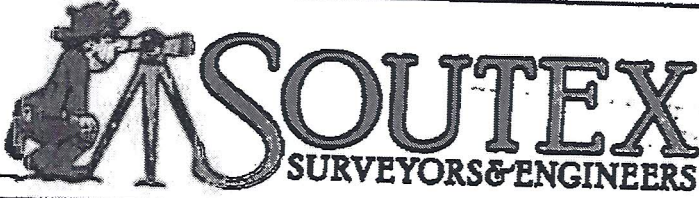
**Jefferson County / Gun Range / Existing Site**  
**19-0906-R3**

**EXHIBIT "B"**

**(Metes and bounds description of the New Range)**

**[SEE THREE (3) PAGES THAT FOLLOW]**





TBPE Firm No. F-5755  
 TBPLS Firm No. 10123800  
 LA EF.0005711  
 3737 Doctors Drive  
 Port Arthur, Texas 77642  
 Office (409) 983.2004  
 Fax (409) 983.2005

**1.62 ACRES OF LAND  
 OUT OF THE PELHAM UMPHRIES SURVEY, ABSTRACT NO.32  
 JEFFERSON COUNTY, TEXAS**

BEING 1.62 acres of land out of and a part of the Pelham Umphries Survey, Abstract No. 32, Jefferson County, Texas; being part of a (Called 69.101) acre tract of land described in a deed to Jefferson County Jail Site, recorded in Film Code 102-98-2065, and a (Called 72.96) acre tract of land described in a deed to Minnie Rodgers Juvenile Justice Center, recorded in Film Code 102-98-2065, Official Public Records, Jefferson County, Texas; said 1.62 acre tract being more fully described by metes and bounds as follows, to wit:

*Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.*

**COMMENCING** at a point being the most Northerly corner of the (Called 69.101) acre tract on the Westerly right of way line of a dedicated road named US Highway 69/96/287; said point having a Texas Coordinate of N: 13946751.40, E: 3536768.42; from which a TxDOT Monument found having a Texas Coordinate of N: 13946761.75, E: 3536762.98 bears North 27 deg., 44 min., 30 sec., East, a distance of 11.70'; and from which a ½" steel rod found on the Westerly right of way line of said US Highway 69/96/287 having a Texas Coordinate of N: 13945553.95, E: 3537398.21 bears South 27 deg., 44 min., 30 sec., East, a distance of 1352.96';

**THENCE**, South 42 deg., 23 min., 26 sec., West, a distance of 3187.53' to a point for corner being the **POINT OF BEGINNING** and most Northerly corner of the herein described tract; said point for corner being on the Northerly line of the (Called 69.101) acre tract, same being the Southeasterly line of a tract of land described in a deed to Enterprise Beaumont Marine West LP, recorded in File No. 2015013909, Official Public Records, Jefferson County, Texas; having a Texas Coordinate of N: 13944397.20, E: 3534619.45;

**THENCE**, South 57 deg., 46 min., 45 sec., East, a distance of 164.24' to a point for corner being the most Easterly corner of the herein described tract;

**THENCE**, South 32 deg., 13 min., 15 sec., West, a distance of 430.50' to a point for corner being the most Southerly corner of the herein described tract;

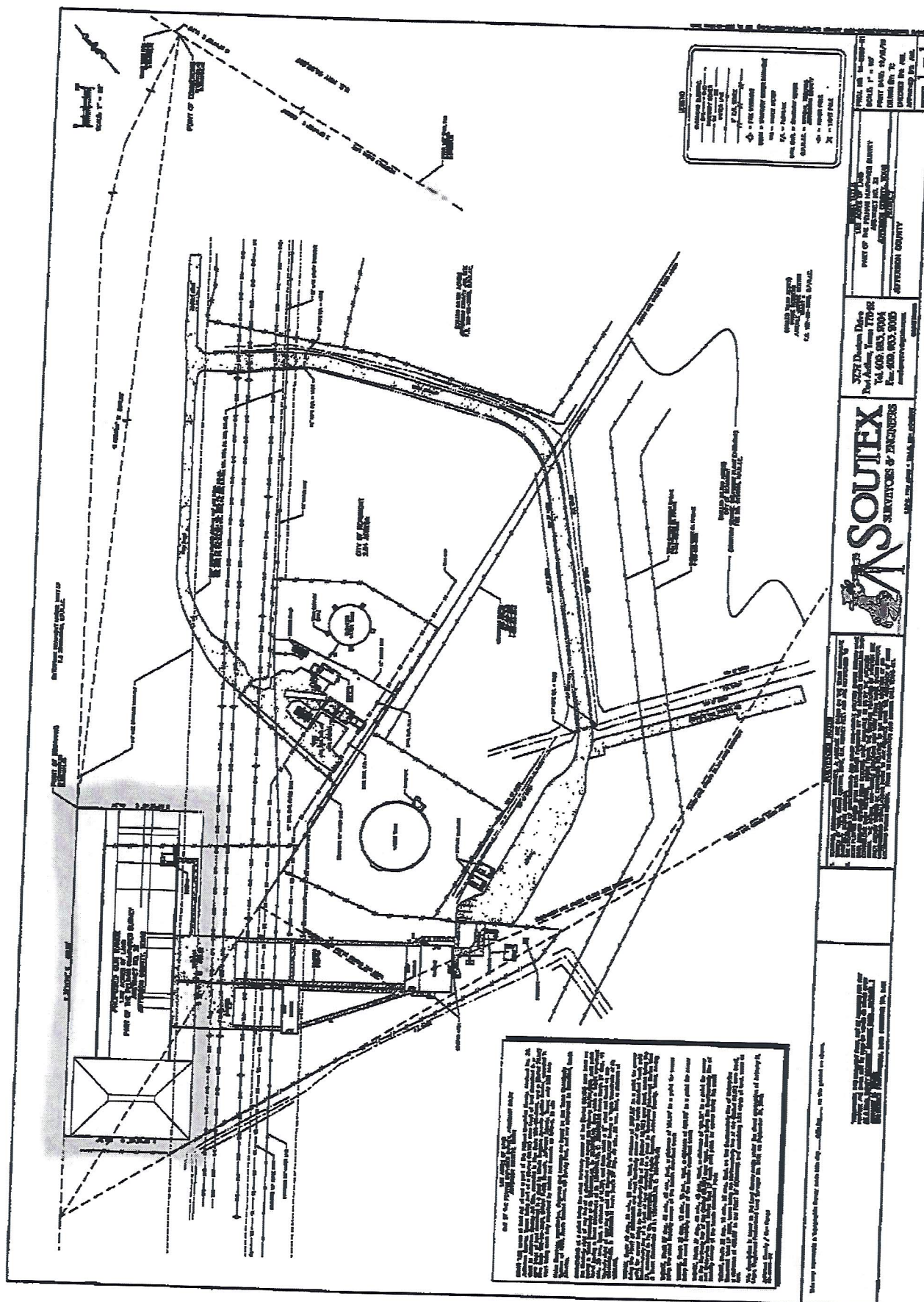
**THENCE**, North 57 deg., 46 min., 45 sec., West, a distance of 164.34' to a point for corner on the Northerly line of the (Called 69.101) acre tract, same being the Southeasterly line of said Enterprise Beaumont Marine West LP tract; said point for corner being the most Westerly corner of the herein described tract;



THENCE, North 32 deg., 14 min., 02 sec., East, on the Southeasterly line of Enterprise Beaumont West LP tract, same being the Northwesterly line of the (Called 69.01) acre tract, a distance of 430.50' to the **POINT OF BEGINNING** and containing 1.62 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on September 21, 2019.

**Jefferson County / Gun Range**  
**19-0906-R1**



## DECLARATION OF RESTRICTIVE COVENANTS

STATE OF TEXAS           §  
   §  
 COUNTY OF JEFFERSON   §

This Declaration of Restrictive Covenants (this "Declaration") is made and entered into to be effective as of the 19<sup>th</sup> day of November, 2019 (the "Effective Date"), by JEFFERSON COUNTY, a political subdivision of the State of Texas (the "County"), for the benefit of ENTERPRISE PRODUCTS OPERATING LLC, a Texas limited liability company ("EPOLLC"), and the other owners of the Enterprise Facility (as defined below).

### Recitals:

A. EPOLLC and its affiliates (collectively, "Enterprise") own storage tanks and related facilities that are located on certain real property that is more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes (such real property being referred to as the "Enterprise Facility").

B. The County's Sheriff's Office currently utilizes a shooting range located on certain real property commonly known as at 5030 Highway 69 South, Beaumont, Texas, and more particularly described on Exhibit "B", attached hereto and made a part hereof for all purposes (such real property being referred to as the "Existing Range Property").

C. The County and EPOLLC have entered into a letter agreement (the "Letter Agreement") dated November 19, 2019 concerning construction by the County of a new shooting range on certain real property that is more particularly described on Exhibit "C", attached hereto and made a part hereof for all purposes (such real property being referred to as the "New Range Property").

D. Pursuant to the Letter Agreement, and as a condition to performance by Enterprise of certain obligations under the Letter Agreement, the County has agreed to enter into this Declaration for the benefit of EPOLLC and the other owners of the Enterprise Facility, and their respective successors and assigns.

### Declaration:

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the County hereby agrees as follows:

1. Use of the Existing Range Property. From and after the Effective Date, no portion of the Existing Range Property (save and except that portion of the Existing Range Property, if any, that is a part of the New Range Property) shall be utilized as a Shooting Range. As used in this Declaration, a "Shooting Range" shall mean any facility that is utilized for practicing the use of



pistols, rifles or other firearms, regardless of whether such utilization is the primary purpose of such facility or whether such facility is also utilized for other purposes.

2. Use of the New Range Property. From and after the Effective Date, no portion of the New Range Property shall be utilized as a Shooting Range unless (i) such Shooting Range is designed, oriented and operated so that firearms utilized as such Shooting Range are not discharged in a northerly, westerly or northwesterly direction, and (ii) such Shooting Range includes canopies, bullet traps, baffles and other equipment and devices that prevent bullets discharged from firearms on such Shooting Range from traveling or landing beyond the exterior boundaries of the New Range Property.

3. Covenants Running with the Land. The restrictions set forth in Section 1 of this Declaration shall run with the land constituting the Existing Range Property and shall be (i) binding on the County and any owners of all or any portion of the Existing Range Property, or any interest therein, and all persons or parties claiming, by, through or under any of them, and (ii) for the benefit of EPOLLC and any owners of all or any portion of the Enterprise Facility, or any interest therein, and all persons or parties claiming any interest in the Enterprise Facility by, through or under any of them. The restrictions set forth in Section 2 of this Declaration shall run with the land constituting the New Range Property and shall be (i) binding on the County and any owners of all or any portion of the New Range Property, or any interest therein, and all persons or parties claiming, by, through or under any of them, and (ii) for the benefit to EPOLLC and any owners of all or any portion of the Enterprise Facility, or any interest therein, and all persons or parties claiming any interest in the Enterprise Facility by, through or under any of them.

4. Representations and Warranties. The County represents and warrants to Enterprise that (a) the County is the owner of fee simple title to the Existing Range Property and the New Range Property, (b) execution, acknowledgement and delivery of this Declaration by the County have been duly authorized by all necessary action on the part of the County, (c) this Declaration is valid, binding and enforceable against the County in accordance with its terms, subject to general principals of equity and to the effect of bankruptcy, insolvency, reorganization, receivership, moratorium and similar laws affecting the rights and remedies of creditors generally, and (d) execution, acknowledgement and delivery of this Declaration by the County and the performance of the County's obligations thereunder, will not result in any violation of (i) the charter, bylaws or other organizational documents of the County; (ii) any order, writ, judgment or decree applicable to the County; or (iii) the constitution, laws, statutes, rules and regulations of the State of Texas, as applicable to the County. The County acknowledges that Enterprise is relying upon the representations and warranties of the County set forth in this Declaration in performing its obligations under the Letter Agreement.

5. Enforcement. This Declaration, including the restrictions set forth in Sections 1 and 2 of this Declaration, may be enforced by EPOLLC or any other person or party that, at the applicable time, owns or holds any interest in all or any portion of the Enterprise Facility. Enforcement of this Declaration against any person or party violating or attempting to the terms of this Declaration shall be by any remedy available at law or in equity, including, but not limited to, an action for injunction or specific performance or a suit to recover damages. Failure



by any person or party to enforce any covenant, condition, or restriction in this Declaration not be deemed to be a waiver of the right to do so thereafter with respect to the same or any subsequent breach or violation of the applicable covenant, condition, or restriction.

6. Waiver. **TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE COUNTY HEREBY WAIVES (AND REPRESENTS, WARRANTS, COVENANTS AND AGREES THAT IT SHALL NOT ASSERT) ANY CONSTITUTIONAL, STATUTORY OR COMMON LAW RIGHT TO SOVEREIGN IMMUNITY OR GOVERNMENTAL IMMUNITY FROM SUIT RELATED TO ENFORCEMENT OF THIS DECLARATION.**

7. Standing to Enforce. The County acknowledges that on various occasions prior to execution of the Letter Agreement, stray bullets that appear to have originated from the Shooting Range on the Existing Range Property have punctured tanks and other improvements at the Enterprise Facility. This Declaration is being entered into in accordance with the terms of the Letter Agreement and, pursuant to the Letter Agreement, EPOLLC will undertake obligations to the County that facilitate construction by the County of a new Shooting Range on the New Range Property that will eliminate the future potential for stray bullets from the Existing Range or from the New Range to hit improvements at the Enterprise Facility. Accordingly, the County stipulates, acknowledges, and agrees that (i) the restrictions in Section 1 and in Section 2 of this Declaration touch and concern the Enterprise Facility; and (ii) EPOLLC and its affiliates and any persons or parties that own any interest in the Enterprise Facility, and their respective successors and assigns with respect to any interest in the Enterprise Facility, have standing and the requisite right, power, and authority, to enforce such restrictions and the other provisions of this Declaration.

8. Governing Law and Venue. This Declaration shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any of its principles of conflicts of law. Exclusive venue for any legal action arising out of this Declaration shall be in the state and federal courts located in Jefferson County, Texas.

9. Headings. Headings used in this Declaration are for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Declaration.

10. Severability. If any provision of this Declaration shall be determined to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect the other terms and provisions of this Declaration, and such other terms and provisions of this Declaration shall continue in full force and effect. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added to this Declaration a provision as similar to the invalid, illegal or unenforceable provision as may be possible and be legal, valid and enforceable.

11. Construction. This Declaration shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of an agreement or the portions of an agreement in question.

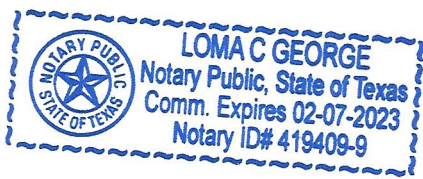
IN WITNESS WHEREOF, the County has executed this Declaration to be effective for all purposes as of the Effective Date.

JEFFERSON COUNTY, a political subdivision  
of the State of Texas

By: [Signature]  
Jeff Branick, County Judge

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF JEFFERSON   §

This instrument was acknowledged before me on the 19<sup>th</sup> day of November, 2019, by Jeff Branick, County Judge of JEFFERSON COUNTY, a political subdivision of the State of Texas.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS  
Printed Name of Notary: Loma C. George  
My Commission Expires: 02-07-2023

**WHEN RECORDED, RETURN TO:**

Enterprise Products Operating LLC  
1100 Louisiana Street, Suite 1000  
Houston, Texas 77002  
Attention: Paul Darmitzel

**EXHIBIT "A"**

(Description of Enterprise Facility)

**[SEE TWENTY (20) PAGES THAT FOLLOW]**



FEE-TX-JF-1025.00000

TRACT A

461.42 acres of land, more or less, being a part of that certain tract containing 667.8 acres, more or less, which is more particularly described as follows:

Beginning at an iron pipe in the Northwest line of the Palham Humphrey Survey in Jefferson County, Texas, as said line was established by an agreed judgment in Cause No. 1219 - the said iron pipe stands at the Northeast corner of a certain strip of land heretofore sold to the Kansas City Southern R. R. Company and is 300 feet from the East right of way line of the Kansas City Southern R. R. and at right angle to the center line of said Company's railroad track; Thence N.  $45^{\circ} 37' 52''$ , East 1383.38' to an iron stake for an inside corner of this property and the Palham Humphrey League; Thence N.  $0^{\circ} 49' 49''$  East, 550.00' to an iron pipe at the most Northern Northwest corner of this property and the Palham Humphrey League in the Neches River marsh; Thence S.  $88^{\circ} 58' 11''$  East, 5321.96' to the West bank of the Neches River marked by a concrete monument on said line 5.00' from the tank; Thence S.  $20^{\circ} 31' 11''$  East 570.01' along the West bank of the river to a point for a corner marked by a concrete monument 6' at right angles to said line; Thence S.  $10^{\circ} 43' 08''$  East 888.08' along the West bank of the river across a barge canal, to a point for a corner marked by a concrete monument S.  $80^{\circ} 57' 49''$  West 55.00'; said monument is opposite the North end of the Amoco Production Company's loading dock, and 74.5' Southwest of a cypress tree near the corner of the river and Southeast bank of the barge canal; Thence S.  $3^{\circ} 52' 22''$  East 1805.77' along the river bank to a point marked by a concrete monument S.  $64^{\circ} 44' 09''$  West 7.00'; Thence  $1077.22'$  S.  $22^{\circ} 34' 48''$  East along the river bank to a point marked by a concrete monument South 5.00', said point being about 75' Northwest of the corner of a barge canal with the river, and on the East line of the Palham Humphrey League; Thence S. 249.00' with the East line of the Palham Humphrey League to a concrete monument for a corner on the Northwest line of a 60' strip of land sold to the Kansas City Southern R. R. Company, which parallels and adjoins the Northwest bank of the McFaddin-Wiss-Kyle intake canal; Thence S.  $31^{\circ} 20' 02''$  West 1420' along the Northwest side of said 60' strip of land to a concrete monument for a corner; Thence S.  $42^{\circ} 17' 54''$  West 270' to a corner of this property in a marsh drain, said corner being marked by a concrete monument on the property line North  $89^{\circ} 56' 13''$  West at a distance of 50' from the corner; Thence N.  $89^{\circ} 56' 13''$  West 148' from said corner to a 2" iron pipe set in concrete marked Y. L. Oil Company at a point 684.74' N.  $36^{\circ} 03' 02''$  East of a section of R. R. iron in the Southeast line of the 8-acre tract excluded from this survey, belonging to W. P. H. McFaddin; Thence N.  $85^{\circ} 26' 13''$  West 103' to a 2" iron pipe set in concrete marked Y. L. Oil Company for a corner on the Northeast side of said 8-acre tract excluded; Thence N.  $45^{\circ} 21' 07''$  West 435' to another Y. L. Oil Company monument for the extreme North corner of said 8-acre tract and inside corner of this tract, being in a marsh about 500' East of an oil skimming plant on a drain ditch; Thence S.  $36^{\circ} 03' 02''$  West 684.74' along the Northwest side of said 8 acres, excluded, to the extreme West corner of same, for the Southernmost Southeast corner of this property marked by a concrete monument about one (1) foot from the Northwest side of a 10" wild cherry tree, same being on the Northeast side of an old canal bank; Thence N.  $59^{\circ} 21' 21''$  West 594.1' along the foot of the canal bank to



a concrete monument for a corner in the South line of this property, being close to the Southeast corner of an earth West Thence, continuing along said canal bank, cross a deep ditch N.  $56^{\circ} 04' 07''$  West 700' to a concrete monument on the berm of the Northeast bank of said ditch; Thence along the berm of said ditch N.  $84^{\circ} 44' 12''$  West 929' to a concrete monument for an inside corner; Thence N.  $68^{\circ} 42' 00''$  West 179' to a concrete monument superimposed over a Y. L. Oil Company monument buried two (2) feet in the top of the bank of the ditch; Thence N.  $84^{\circ} 14' 22''$  West 27' to a Y. L. Oil Company monument at the end of a fence line on the Northeast side of a 300' strip of land paralleling the Kansas City Southern R. R. Right of way, being 350' from the center line of the railroad track; Thence N.  $44^{\circ} 07' 00''$  West 4713.75' along the Northeast side of said 300' strip to the place of beginning, circumscribing a tract of land containing 669.80 acres, more or less; and being all of the above described 669.8-acre tract, SAVE AND EXCEPT 208.38 acres of land, more or less, conveyed by Stanolind Oil Purchasing Company to Texas Gulf Sulphur Company by deed dated June 15, 1950, filed and recorded in the Deed Records of Jefferson County, Texas, which said 208.38-acre tract is described by metes and bounds as follows:

Beginning at a T-rail in the Northwest boundary line of the Pelham Humphrey Survey in Jefferson County, Texas, at said line was established by an agreed judgment in Cause No. 1219; said T-rail being at the Northeast corner of a strip of land heretofore sold to the Kansas City Southern Railroad Company and being 300 feet from the Northeast right of way line of the K.C.S. Railroad, measured at right angles to the center line of the track; Thence N.  $45^{\circ} 38' E$  with the agreed Northwest line of the Pelham Humphrey Survey - 1384.9 feet to an axle for corner; Thence N.  $0^{\circ} 50' E$  - 550 feet to a 2 inch pipe filled with concrete for corner; Thence S  $88^{\circ} 55' E$  5317 feet to a 4 inch concrete tile on the West bank of the Naches River; Thence S  $20^{\circ} 23' E$  along the West bank of the river 570 feet to a 4 inch concrete tile for an angle point; Thence continuing along the West bank of the river S  $10^{\circ} 35' E$  479.7 feet to a one inch iron pipe for corner; Thence N  $88^{\circ} 55' W$  along a line parallel to and 1000 feet from the North line of this tract 3256.6 feet to a one inch iron pipe for corner; Thence S  $45^{\circ} 38' W$  along a line which is parallel to and 2000 feet from the above mentioned agreed Northwest line of the Pelham Humphrey Survey 2730.3 feet to a one inch iron pipe in the Northeast line of the 300 feet wide strip of land heretofore sold to the K.C.S. Railroad Co; Thence N  $44^{\circ} 07' W$  along the Northeast line of said 300 feet wide strip and parallel with the K. C. S. Railroad tract 2000 feet to the place of beginning.

TRACT 8

A part of the Pelham Humphrey Survey and being all that portion of Tract No. 5 lying North of the McFaddin Canal No. 2, allotted to W. P. H. McFaddin in the partition of the land of the McFaddin-Wiss-Kyle Land Company and designated and shown on the map thereof, which is recorded in the Map Records of Jefferson County, Texas, and containing 27.18 acres, more or less.

Beginning at an iron pipe set in concrete marked Y. L. Oil Company on the Northeast side of the old Beaumont-Fort Arthur Highway at its corner with the Northwest side of an old canal right of way, the same being 7158.73' N. 48° 01' 10" West of the intersection of the Northeast side of said highway with the East line of the Pelham Humphrey Survey; Thence N. 48° 01' 10" West 926.90' to a similar iron pipe for the West corner of this tract on the Northeast side of the said highway; Thence N. 47° 15' 27" East 1346.62' along a fence line to a similar pipe set in concrete at the Kansas City Southern R. R. Southwest right of way fence; Thence S. 44° 05' 03" East 1002.54' along the right of way fence to a similar iron pipe at the Northwest line of an old canal right of way; Thence S. 78° 27' 55" West 249.81' with said canal right of way to a concrete monument for an inside corner of this tract; Thence S. 43° 57' 38" West 1056.34' with said canal right of way to the place of beginning, thus circumscribing 27.18 acres of land more or less; SAVE AND EXCEPT the following tracts:

Tract 1

2.13 acres of land, more or less, conveyed by Stonoind Oil Purchasing Company to the State of Texas by Right of Way Deed dated October 1, 1953, and more particularly described as follows:

Being a strip of land along and adjacent to the centerline of State Highway No. 347, nine hundred ten (910) feet long and one hundred thirty-two (132) feet wide, said tract of land being on the north side of said Highway;

Beginning at centerline Station 10 + 09, said Station being at the Amoco Production Company and Texas Gulf Sulphur property line;

Thence S 47° 06' E along the centerline of said Highway nine hundred ten (910) feet to centerline Station 19 + 19;

Said parcel of land containing 2.76 acres of land, more or less, of which .63 acre is old right of way and 2.13 acres is new right of way.

Tract 2

0.951 acre of land, more or less, conveyed by Pan American Petroleum Corporation to the State of Texas by Controlled Access Highway Facility Deed dated February 24, 1965, and more particularly described as follows:

Beginning at the most westerly corner of said 27.18-acre tract, said beginning point being on the existing most northeasterly right-of-way line of State Highway No. 347, said point also being S 44° 25' E along the most southwesterly right-of-way line of the Kansas City Southern Railway Company a distance of 1941.8

feet, thence  $S 46^{\circ} 57' W$  along the most northwesterly line of said 27.18-acre tract a distance of 1245.4 feet from the most easterly corner of the Dan Lewis Homestead Subdivision as recorded in Volume 1, Page 44, Map Records, Jefferson County, Texas, said easterly corner of the Lewis Subdivision being a point on the most southwesterly right-of-way line of the Kansas City Southern Railway Company;

Thence  $N 46^{\circ} 57' E$ , along said 27.18-acre tract, a distance of 57.90 feet to a point on the proposed most northeasterly highway right-of-way line;

Thence  $S 48^{\circ} 11' E$ , along said right-of-way line, a distance of 101.62 feet to the P. C. of a  $6^{\circ} 00'$  curve to the left having a central angle of  $12^{\circ} 00'$  and a bearing on the tangent to curve of  $S 48^{\circ} 11' E$ ;

Thence in an easterly direction around said curve along said highway right-of-way a distance of 200.00 feet to the P.T. of said curve;

Thence  $S 60^{\circ} 11' E$ , along said right-of-way line, a distance of 230.45 feet to a point;

Thence  $S 45^{\circ} 46' 20'' W$ , 124.76 feet to a point on the most northeasterly right-of-way line of State Highway No. 347;

Thence  $N 48^{\circ} 11' W$ , along said existing most northeasterly right-of-way line of State Highway No. 347, a distance of 522.10 feet to the place of beginning.

Contains 0.951 acres of land, more or less.

#### TRACT C

The following tract of land, containing 484.85 acres, more or less, and being located partly on the Pelham Humphrey Survey, and partly on the David A. Cunningham Survey, and described by metes and bounds as follows:

Beginning at stake in the East line of the Gulf Production Company lease, said stake being the most Southern Southwest corner of a lease heretofore granted the Yount Lee Oil Company by the McFaddin-Wheat-Kyle Land Company, said stake stands 801.6' N.  $62^{\circ} 42' 11''$  East, and 941.49' S.  $27^{\circ} 06' 49''$  East, from the Northeast corner of Block No. 9 of McFaddin-Wheat-Kyle Subdivision of part of the Pelham Humphrey League, Jefferson County, Texas; Thence N.  $43^{\circ} 45' 45'' E$ , 2306.11' to a 3" pipe set in concrete marked Y. L. Oil Company at the intersection of the South line of the Yount Lee Oil Company lease, with the Northeast line of a certain tract of land apporportioned to W. F. H. McFaddin; the same being the Southwest line of a tract apporportioned to W. W. Kyle in the division of the lands of the McFaddin-Wheat-Kyle Land Company among the owners thereof. The last above mentioned pipe stands 940' South  $48^{\circ} 43' E$ , from an iron pipe on the South side of canal, the same being a common corner of the two above mentioned tracts, Nos. 11 and 11A; Thence S.  $48^{\circ} 45' 25'' E$ , at 4966.40' pass an iron pipe to a stake 4966.40' on the Northwest side of



another canal, the same being the South and West corners, respectively, of Tracts No. 11 and 11A, Thence paralleling the North lines of said canal S. 35° 57' 45" W. 5024.97' to an iron stake in the Southwest line of the W. P. H. McFaddin Tract No. 19 on the Northwest side of the canal; Thence N. 34° 19' 27" W. 3214.29' to an iron pipe set in the Southeast fence line of the Gulf Production Company property, for the most Westerly corner of this tract; Thence N. 62° 42' 45" E. 1912.85' with the Southeast line of the Gulf Production Company property to a stake set for an inside corner of this tract at the most Easterly corner of the Gulf Production Company Tract; this corner being established 9.43' S. 27° 06' 49" E. of a pipe in the Northeast fence line of Gulf Production Company property and 14.07' N. 27° 06' 49" W. of a corner post found at the extreme Southeast end of the fence on the edge of a drain ditch; Thence N. 27° 04' 49" W. 3350.01' with the Northeast line and fence of the Gulf Production Company to the place of beginning, thus circumscribing 484.85 acres of land, more or less.

SAVE AND EXCEPT therefrom a right-of-way or easement containing 6.350 acres as described in the certain RIGHT-OF-WAY EASEMENT dated February 8, 1993, between Amoco Oil Company as Grantor and Jefferson County, Texas, as Grantee, and recorded at Film Code 104 73 1433, Document No. 9310194, in the Real Property Records of Jefferson County, Texas

#### TRACT D

A part of that certain tract, piece or parcel of land known as Tract No. 11A in the partition of the McFaddin-Wheat-Kyle Land Company's property in the Pathum Humphrey Survey, as shown on the partition map thereof and filed in the Map Records of Jefferson County, Texas, being more particularly described by metes and bounds as follows, to-wit:

#### Portion Northeast of Highway No. Eight

Beginning at a stake in the Southwest right of way of the Interurban Railroad for the extreme Eastern corner of this tract, which point is 4197' N. 48° 45' W. of the intersection of the Southwest right of way line with the East line of the Humphrey Survey; Thence S. 42° 37' W. 300' with the Northwest right of way line of the McFaddin Canal No. 1 to a stake for corner of this property; Thence S. 49° 50' W. 26.08' with the Northwest right of way line of the said canal to a stake set for a corner of this property with the Northeast side of Highway No. 8, being 100' from the center line of the concrete slab; Thence N. 24° 01' W. 710.05' to a point for corner of an offset in the highway right of way at Highway Station No. 304 plus 06 as recorded in the Deed Records of Jefferson County in a deed by the Young Lee Oil Company to State of Texas, December 22, 1933; Thence S. 65° 59' W. 56' to a point 44' from the center line of the highway; Thence N. 24° 01' W. 192.26' to a stake set for a corner 44' from the center line of the highway on the Southwest line of the Interurban Railway right of way; Thence S. 48° 45' E. 834.43' to the place of beginning, thus circumscribing 2.874 acres Northeast of the highway.

SAVE & EXCEPT 0.9410 acres as described in Deed executed by Amoco Oil Company to Stanley C. Schwartz dated 1-4-85 recorded under County Clerk's Film Code No. 101-17-0434 Real Property Records of Jefferson County, Texas

Portion Southwest of Highway No. Eight

246 acres of land, more or less, being a part of that certain tract containing 363.9 acres, more or less, described as follows:

Beginning at a stake set on the Southwest side of Highway No. 8 for the extreme Eastern corner of this part, said stake being 91.87' S. 58° 50' W. of an original corner of Tract D now in the highway, which corner is itself 113.52' S. 45° 50' W. of the corner previously shown on the Northeast side of the highway; said corners being points on the Northwest line of the McFaddin Canal No. 1; Thence S. 58° 50' W. 1458.33' to a corner marked by a stake under the fence, from whence an iron pipe is 2' at right angles to the line; Thence S. 47° 15' W. 200' to a corner marked by a stake under the fence from whence an iron pipe is 2' at right angles to the line; Thence S. 35° 55' W. 536' to a stake under the fence from whence an iron pipe is 2' N 48° 45' 25" W. this being the extreme South corner of this tract and the extreme East corner of Tract C on the Northwest right of way line of the McFaddin Canal No. 1; Thence N. 48° 45' 25" W. at 2 feet pass said iron pipe, 4968.40' to an iron pipe set in concrete marked Y. L. Oil Company for a West corner of this tract, being the North corner of Tract C; Thence, leaving original boundary of Tract D to except an 8-acre tract in the West corner, N. 45° 38' 07" E. 291.1' along the Southeast side of said 8 acres to a corner marked Y. L. Oil Company situated on the outside of an earth embankment surrounding an oil tank; Thence N. 27° 10' 53" W. along a metal fence on the Northeast side of said 8 acres, 711.17' to a point on a line toward the most Southern corner of lot 144 of a Subdivision of land on the North side of a canal marked by a pipe on the canal bank; said point is marked by a stake and is at the intersection with the original Northwest line of Tract D on the Southeast side of the canal right of way; Thence No. 61° 08' E. 22.52' to a stake set on the line of the canal right of way for a corner on the Northwest line of this tract; Thence N. 50° 00' E. 1916' to a concrete monument set for a corner on the Southeast berm of the canal between it and a salt water drain ditch; Thence N. 56° 30' E. 466' to a concrete monument set in the Southwest line of the Interurban Railway midway between the posts of a wagon-gate; Thence S. 48° 45' E. 4415.54' along the toe of an embankment and fence Southwest of the Interurban Railway right of way to a stake set in the Southwest side of Highway No. 8, 100' from the center line of the concrete slab at right angles to the highway; Thence S. 24° 01' E. 1257.99' along a line 100' from the center line of the concrete slab to the place of beginning, thus circumscribing 363.9 acres of land; and being all of the above described 363.9 acre tract, SAYE AND EXCEPT three certain adjoining tracts, one for 13.12 acres, more or less, one for 103.89 acres, more or less, both conveyed by Standlind Oil Purchasing Company to Deferus Plant Corporation by separate deeds dated December 31, 1943, filed and recorded in the Deed Records of Jefferson County, Texas, and the other for 3.5785 acres, more or less, conveyed by Indiana Oil Purchasing Company to State of Texas by Deed dated August 29, 1960, said three excepted tracts being more particularly described by mates and bounds, as follows:



Commencing at the original furthest South corner of said Tract 11A, said corner being marked by a 2" iron pipe set in concrete; Thence N. 49° 28' W. along the Southwest line of said Tract 11A 4967.9' to a corner marked by a 2" iron pipe set in concrete; Thence N. 44° 56' E. 54' to a stake for corner; Thence N. 44° 56' E. 143' to a 2" iron pipe for corner; Thence N. 27° 52' W. 54.4' to a stake for corner, located under a wire fence; Thence N. 40° 23' E. 2218.5' to a point, same being point of beginning of the tract herewith described; Thence N. 40° 23' E. 300' to a stake for corner, located under a wire fence on the Southwest right of way line of a certain fresh water canal leading to Fort Arthur; Thence S. 49° 28' E. 1903.7' along said fence to a stake for corner; Thence S. 40° 23' W. 300' to a stake for corner; Thence N. 49° 28' W. 1903.7' to the point of beginning, and containing 13.12 acres, more or less.

and

Commencing at the original furthest South corner of said Tract 11A, said corner being marked by a 2" iron pipe set in concrete; Thence N. 49° 28' W. along the Southwest line of said Tract 11A 4967.9' to a corner marked by a 2" iron pipe set in concrete; Thence N. 44° 56' E. 148' to a stake for corner, same being the point of beginning of the tract herewith described; Thence N. 44° 56' E. 143' to a 2" iron pipe for corner; Thence N. 27° 52' W. 54.4' to a stake for corner, located under a wire fence; Thence N. 40° 23' E. 2218.5' to a point; Thence S. 49° 28' E. 1903.7' to a point; Thence S. 40° 23' W. 2381' to a stake for corner; Thence N. 49° 28' W. 1864.9' to the point of beginning; and containing 103.67 acres, more or less.

and

3.5785 acres of land, more or less, the same being out of and a part of that portion of the aforesaid Tract D lying West of the existing U. S. Hwy. 69 ROW, which 3.5785 acres of land, more or less, being more fully described by metes and bounds as follows, to-wit:

Beginning at the most Southeasterly common corner of Tracts C and D of the Beaumont Terminal Re-Survey, said point also being in the common line of the Amoco Production Company and McFaddin interests; Thence, with said common line, bearing N. 36° 49' E. 836' to a point for corner; Thence, continuing with said common line, N. 48° 09' E. 200' to a point for corner; Thence, continuing with said common line, N. 39° 48' E. 1,519.25' to a point in the proposed West ROW line of U. S. Hwy. 69, said point also being the point of beginning of the Parcel herein described; Thence, continuing with said common line, N. 39° 44' E. 139.081' to a point for corner in the existing West ROW line of U. S. Hwy. 69; Thence, with the existing West ROW line, N. 23° 07' W. 971' to a point for corner in the South line of the lower Naches Valley Authority 120-foot ROW; Thence, with the aforesaid South line, N. 47° 50' W. 330.04' to a point for corner in the proposed West ROW line of U. S. Hwy. 69; Thence, with the aforesaid West ROW line, S. 23° 07' E. 1288.15' to the point of beginning.

The bearings used in this instrument are Fort Arthur Land Company bearings. Amoco Production Company bearings are relative to Fort Arthur Land Company bearings as shown by the following examples:

N. 23° 07' W. (P.A.L.Co.) = N. 24° 01' W. (Amoco)

AND SAVE AND EXCEPT 1.64 acres of land, more or less, conveyed by Indiana Oil Purchasing Company to Lower Neches Valley Authority by Quit Claim Deed dated July 13, 1964, and more particularly described as follows:

Beginning at the intersection of the western right-of-way line of Lower Neches Valley Authority's Fort Arthur Canal and the western right-of-way line of State Highway 69, P. Humphrey Survey, Jefferson County, Texas. Thence with the western right-of-way line of Highway 69 S 23° 07' E, 430 feet for corner; thence leaving the western right-of-way line of State Highway 69, N 30° 05' W, 261.9 feet for corner; thence N 24° 30' W 335.7 feet for corner; thence N 11° 00' W, 230.6 feet to the western right-of-way of Lower Neches Valley Authority's Fort Arthur Canal for corner; thence with the western right-of-way line of Lower Neches Valley Authority's Fort Arthur Canal S 48° 30' E, 184.8 feet to the place of beginning. Said tract being adjacent to the western right-of-way line of State Highway 69.

#### TRACT E

That certain tract, piece or parcel of land known as Tract No. 2 in the partition of the McFaddin-Wieser-Kyle Land Company's property, in the Pelham Humphrey Survey, as shown on the partition map thereof and filed in the Map Records of Jefferson County, Texas, said tract being more particularly described by acres and bounds as follows, to-wit:

#### Portion Northeast of the Highway

Beginning at an iron pipe by a corner post on the Southwest side of the old Beaumont to Fort Arthur Highway, 3245.4' N. 48° 01' 10" W. of the intersection of the Southwest side of said Highway with the East line of the Humphrey Survey, said pipe being a corner monument for the Northeast corner of Tract No. 24 allotted to W. P. H. McFaddin, and the Easternmost corner of this tract; Thence S. 42° 05' 58" W. 2215.58' to a stake set in the edge of State Highway No. 8 at a point 56.33' from the center line of the concrete slab on a taper line as described in a deed to the State by Yount Lee Oil Company, recorded in the Deed Records of Jefferson County, Texas, December 22, 1933, Thence N. 02° 04' W. 116.47' along aforesaid taper line to a stake 100' from the center line of the concrete slab at Highway Station 298 plus 80, as measured from concrete highway monument at Station 299 plus 00; Thence N. 24° 01' W. 1461.91' to a P. C. 100' from the center line; Thence along a 14.5 minute curve to the left, a total deflection of 6° 38' 18" a distance of 2728.83' to the intersection of the Northeast line of the highway with the Southeast right of way line of the McFaddin Canal Tract No. 2, marked by a stake; Thence N. 64° 57' E. 337.02' along the Southeast right of way line of said canal to a concrete monument set in the borrow pit by an electric pole; Thence N. 47° 25' 09" E. 264.79' to a concrete monument set at the intersection of the Southeast canal right of way with the Southwest line of the old Beaumont-Fort Arthur Highway being 64.3' at right angles Southeast of the



and of the concrete rail on the highway bridge over the canal; Thence S.  $48^{\circ} 01' 10''$  E. 3815.60' along the Southwest side of the highway to the place of beginning, thus circumscribing 119.42 acres of land Northeast of the highway, SAVE AND EXCEPT 3.25 acres of land, more or less, conveyed by Stanolind Oil Purchasing Company to the State of Texas by Right of Way Deed dated October 1, 1953, and more particularly described as follows:

Being a strip of land along and adjacent to the centerline of State Highway No. 347, three thousand seven hundred thirty (3,730) feet long and sixty-eight (68) feet wide, said tract of land being on the South side of said Highway.

Beginning at centerline Station 21 + 72, said Station being at the Amoco Production Company and W. W. Kyle property line;

Thence S  $47^{\circ} 19'$  E along the centerline of said Highway three thousand seven hundred thirty (3,730) feet to centerline Station 59 + 02;

Said parcel containing 5.82 acres of land, more or less, of which 2.57 acres is old right of way and 3.25 acres is new right of way.

AND FURTHER SAVE & EXCEPT. 12.630 acre as described in Deed executed by Amoco Oil Company to George A. Weller, Jr., Trustee, dated 2-21-83 recorded under County Clerk's Film Code No 100-88-2546 Real Property Records of Jefferson County, Texas.

#### Portion Southwest of the Highway

Beginning at a stake set in the edge of the State Highway No. 8 361.6' N.  $48^{\circ} 45'$  W. of a stake in the highway, which marks the extreme South corner of Tract E, which in turn is 5.73 feet South  $42^{\circ} 05'$  58" W. of the intersection of the Southeast line of Tract E with the Northeast line of the highway heretofore described at the South corner of the portion North of the highway; Thence N.  $48^{\circ} 45'$  W. along the Northeast line of the Interurban Railroad right of way of 4097.44' pass a 2" pipe monument of the Railroad property line, 4166.40' to a concrete monument set in the edge of the crown of a shell road, at a point on the Southeast line of the McFaddin Canal No. 2; Thence N.  $56^{\circ} 44'$  E. 1046' along said line to a concrete monument set in the borrow pit between the shell road and the canal; Thence N.  $64^{\circ} 57'$  E. 552.02' to a stake set at the intersection of the Southeast line of the canal and the Southwest line of Highway No. 8, 100' from the center line of the concrete slab and 200.96' from the stake set for the Northwest corner of the portion North of the highway; Thence, a curve beginning from a theoretical tangent S.  $30^{\circ} 39'$  18" E. deflecting right  $6^{\circ} 38'$  18" a distance of 2727.74', 14.7 minutes per station to a point of tangent 100' from the center line of the concrete slab; Thence on said tangent S.  $24^{\circ} 01'$  E. 1241.69' to the place of beginning, thus circumscribing a triangular shaped piece of land comprising 79.79 acres of land; SAVE AND EXCEPT three tracts, one for 3.5737 acres, more or less, one for 0.370 acre, more or less, and the other for 8.166 acres, more or less, the first excepted tract being conveyed by Indiana Oil Purchasing Company to the State of Texas by Deed dated August 29, 1960, and the last two excepted tracts being conveyed by Indiana Oil Purchasing Company to the State of Texas by Deed dated October 9, 1963, said three



excepted tracts being more particularly described by metes and bounds, as follows:

3.5737 acres of land, more or less, the same being out of and a part of that portion of the aforesaid Tract E, lying West of the existing U. S. Hwy. 69 ROW, which 3.5737 acres of land, more or less, being more fully described by metes and bounds, as follows:

Beginning at the most Southeastly common corner of Tracts C and D of the Basumont Terminal Re-Survey, said point also being in the common line of the Amoco Production Company and McFaddin interests, Thence, with said common line bearing N.  $35^{\circ} 49'$  E. 836' to a point for corner; Thence, continuing with said common line, N.  $48^{\circ} 09'$  E. 200' to a point for corner; Thence continuing with said common line, N.  $59^{\circ} 44'$  E. 1,458.38' to a point for corner in the existing West ROW line of U. S. Hwy. 69; Thence, with said existing West ROW line, N.  $23^{\circ} 07'$  W. 1,497.15' to a point for corner in the common line of the Gulf States Utilities Company 100-foot ROW and the aforesaid Tract E of the Amoco Production Company, said point being the point of beginning of the Parcel herein described; Thence, continuing with said existing West ROW line, N.  $23^{\circ} 07'$  W. 1,277.96' to a point for corner; said corner being marked by a concrete monument 100' from Engineers P. T. Station 283 + 76.9 on the existing C/L of U. S. Hwy. 69 ROW; Thence, S.  $56^{\circ} 53'$  W. 138' to a point for corner in the proposed West ROW line of U. S. Hwy. 69; Thence, with the proposed West ROW line, S.  $23^{\circ} 07'$  E. 978.16' to a point for corner in the aforesaid common line of the Gulf States Utilities Company ROW and Tract E of the Amoco Production Company; Thence, with aforesaid common line, S.  $47^{\circ} 50'$  E. 330.04' to the point of beginning.

and

Beginning at a point on the existing right of way line of U. S. Highway 69, 96 and 287 at its intersection with the South bank of the McFaddin Canal No. 2, said point also being N.  $56^{\circ} 03'$  E. 1846'; Thence N.  $64^{\circ} 16'$  E. 947' to the most Westerly corner of said and described Amoco Production Company parcel of land, said Westerly corner being a point on the most Northeastly right of way line of the Gulf States Utilities Company; said Gulf States right of way formerly the Interurban Railroad right of way; Thence in a Southeastly direction, along said existing highway right of way line, around a  $0^{\circ} 15' 04''$  curve to the right having a central angle of  $74^{\circ} 03'$  and a bearing on the tangent to curve of S.  $31^{\circ} 10'$  E. a distance of 106.30' to a point; Thence S.  $59^{\circ} 06'$  W. a distance of 143' to a point on the proposed right of way line of U. S. 69, 96 and 287; Thence in a Northwestly direction, along said proposed highway right of way line, around a  $0^{\circ} 15' 10''$  curve to the left having a central angle of  $7^{\circ} 18' 23''$  and a bearing on the tangent to curve of N.  $30^{\circ} 54'$  W. a distance of 119.23' to a point on the South bank of McFaddin Canal No. 2; Thence N.  $64^{\circ} 16'$  E. along the South bank of McFaddin Canal No. 2 a distance of 143.64' to the place of beginning, containing 0.370 acre of land, more or less.

and

Beginning at a point on the existing right of way line of U. S. Highway 69, 96 and 287, said point also being N.  $56^{\circ} 03'$  E. 1044'; Thence N.  $64^{\circ} 16'$  E. 947' to the intersection of the existing right of way line of U. S. 69, 96 and 287 with the South bank of McFaddin Canal No. 2; Thence along said existing right of way line around a  $0^{\circ} 15' 04''$  curve to the right having a central angle of  $14^{\circ} 03'$  and a bearing on the tangent to curve of S.  $31^{\circ} 10'$  E. 205.93' from the most Westerly corner of said and described Amoco Production Company parcel of land, said Westerly corner being a point on the most Northeasterly right of way line of the Gulf States Utilities Company, said Gulf States right of way being formerly the Interurban Railroad right of way; Thence in a Southeasterly direction, along said existing highway right of way line, around a  $0^{\circ} 15' 04''$  curve to the right having a central angle of  $14^{\circ} 03'$  and a bearing on the tangent to curve of S.  $30^{\circ} 39'$  E. a distance of 2484.54' to the P. T. of said curve; Thence S.  $65^{\circ} 35'$  W. a distance of 138' to a point; Thence N.  $27^{\circ} 16'$  W. a distance of 100.12' to a point on a  $0^{\circ} 15' 10''$  curve to the left having a central angle of  $7^{\circ} 18' 23''$  and a bearing on the tangent to curve of N.  $24^{\circ} 39'$  W; Thence in a Northwesterly direction around said  $0^{\circ} 15' 10''$  curve, along the proposed highway right of way line, a distance of 2368.97' to a point; Thence N.  $59^{\circ} 21'$  E. 143' to the place of beginning, containing 8.166 acres of land, more or less.

AND FURTHER SAVE & EXCEPT from said 79.79 acres 3.7800 acre and 1.71 acre as described in Deed dated 3-16-79 recorded in Vol. 2142 page 223 and refiled in Vol. 2148 page 239, both in Deed Records of Jefferson County, Texas, executed by Amoco Texas Refining Company to Shell Pipe Line Corporation,

and

SAVE & EXCEPT 1 acre as described in Special Warranty Deed dated 11-10-92 filed under County Clerk's Film Code No. 104-70-1097 Real Property Records of Jefferson County, Texas, executed by Amoco Oil Company to Winnie Pipeline Company

**Tract F:**

All that certain tract or parcel of land situated within the David Cunningham Survey, A-15, Jefferson County, Texas, and being more fully described by metes and bounds as follows, to-wit:

**BEGINNING** on the Northeast right of way line of the Texas and New Orleans R. R. Company; 50.00 feet from the center line;

**THENCE** North 62 deg. 42 min. 45 sec. East 278.14 feet, with the Southeast line of the Gulf Production Company tank farm to the most Westerly corner of the 484.85 acre tract of land (Tract C) as marked by an iron pipe in the fence corner;

**THENCE** South 34 deg. 19 min. 77 sec. East 300.00 feet, with the Southwest line of said 484.85 acre tract to a corner marked by an iron pipe in the fence line;

**THENCE** South 62 deg. 42 min. 45 sec. West 414.70 feet, to a corner marked by a stake set in the Northeast right of way line of the Texas and New Orleans Railroad Company at a distance of 50.00 feet from the center line;

**THENCE** North 27 deg. 14 min. 47 sec. West 267.21 feet, along the Northeast right of way line, parallel to the center line, to the **PLACE OF BEGINNING**, thus circumscribing 2.125 acres of land, more or less.

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## TRACT A:

Mets and bounds description of a 3.286 acre tract of land, being part of the McFaddin Canal No. 2 property as recorded and described in Volume 80, Page 335, Jefferson County Deed Records (J.C.D.R.), said 3.286 acre tract being situated in the Pelham Humphries Survey, Abstract 32, Jefferson County, Texas, said 3.286 acre tract being more particularly described by mets and bounds as follows:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, (NAD 27).

BEGINNING at a 3/4" iron pipe with cap set for the most Southwesterly corner of the herein described tract, said "POINT OF BEGINNING" being in the Westerly ROW line of State Highway FM 347 (200' wide), said "POINT OF BEGINNING" also being in the South line of McFaddin Canal No 2, from said 3/4" iron pipe a found concrete ROW monument (broken) bears South 59 deg 08 min East, 2.7 feet, said "POINT OF BEGINNING" being the West corner of a call 4.847 acre tract as recorded in File Number 2003006378, Jefferson County Official Public Records (J.C.O.P.R.), said "POINT OF BEGINNING" having coordinates X=3,566,548.77, Y=828,737.41;

THENCE along said Westerly ROW line, North 51 deg 42 min 49 sec West, 150.10 feet to a 1/2" iron rod found at the intersection of the Northerly line of said McFaddin Canal No. 2 with said Westerly ROW line, said iron rod being the South corner of a 24.05 acre tract as recorded in File Number 2001014848, J.C.O.P.R.;

THENCE along the Northerly line of said McFaddin Canal No 2, same being the Southeasterly line of said 24.05 acre tract, North 40 deg 25 min 17 sec East, 954.50 feet to a found 4" concrete monument;

THENCE South 51 deg 31 min 26 East, 150.09 feet to a 3/4" iron pipe with cap set in the South line of said McFaddin Canal No. 2, said pipe being a corner of a call 4.19 acre tract as recorded in File Number 2003006378, J.C.O.P.R.;

THENCE along the South line of said McFaddin Canal No. 2 and the North line of said 4.19 acre tract and said 4.847 acre tract, South 40 deg 25 min 17 sec West, 954.00 feet to the "POINT OF BEGINNING" and containing 3.286 acres of land.



## TRACT B.

Meter and bounds description of a 1.755 acre tract of land, being part of the McFaddin Canal No. 2 property as recorded and described in Volume 80, Page 335 Jefferson County Deed Records (J.C.D.R.), said 1.755 acre tract being situated in the Pelham Humphries Survey, Abstract 32, Jefferson County, Texas, said 1.755 acre tract being more particularly described by metes and bounds as follows:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, (NAD 27).

BEGINNING at a 3/4" iron pipe with cap found for the most Southwesterly corner of the herein described tract, said "POINT OF BEGINNING" being in the Easterly ROW line of US Highway 69, 96 & 387 (343' wide), said "POINT OF BEGINNING" also being in the South line of McFaddin Canal No. 2, from said 3/4" iron pipe a found 1/2" iron rod bears South 31 deg 16 min 37 sec West, 0.84 feet, said "POINT OF BEGINNING" having coordinates X=3,565,964.10, Y=824,257.09,

THENCE 140.73 feet along said Easterly ROW line and a curve to the left, having a radius of 23,016.31 feet, a delta of 00 deg 21 min 01 sec, and a chord bearing North 34 deg 36 min 55 sec West, 140.73 feet to a 3/4" iron pipe with cap set at the intersection of the Northerly line of said McFaddin Canal No. 2 with said Easterly ROW line, said pipe being in the South line of the residue of a call 155.58 acre tract as recorded in Volume 260, Page 233, J.C.D.R.;

THENCE along the Northerly line of said McFaddin Canal No. 2, same being the South line of said 155.58 acre tract, North 01 deg 13 min 45 sec East, 333.62 feet to a set 3/4" iron pipe with cap;

THENCE along the North line of said McFaddin Canal and the South line of said 155.58 acre tract, North 43 deg 42 min 28 sec East, 191.53 feet to a 3/4" iron pipe with cap set in the Westerly ROW line of State Highway FM 347 (200' wide);

THENCE along said Westerly ROW line, South 51 deg 42 min 49 sec East, 140.63 feet to a 3/4" iron pipe with cap found at the intersection of the South line of said McFaddin Canal with said Westerly ROW line, from said pipe 1/2" iron pipe bears North 39 deg 04 min 23 sec East, 1.89 feet, said 3/4" iron pipe being the most Northerly corner of a 1.361 acre tract being a part of Tract 'E' as recorded in File Number 2001014848, Jefferson County Public Records;

THENCE along the South line of said McFaddin Canal and the North line of said 1.361 acre tract, South 43 deg 42 min 38 sec West, 316.39 feet to a found 1/2" iron rod;

THENCE along the South line of said McFaddin Canal No. 2 and the North line of said 1.361 acre tract, South 61 deg 13 min 45 sec West, 340.86 feet to the "POINT OF BEGINNING" and containing 1.755 acres of land.

#### TRACT C:

Meter and bounds description of a 4.744 acre tract of land, being part of the McFaddin Canal No. 2 property as recorded and described in Volume 80, Page 335, Jefferson County Deed Records (J.C.D.R.), said 4.744 acre tract being situated in the Pelham Humphries Survey, Abstract 32, Jefferson County, Texas, said 4.744 acre tract being more particularly described as follows:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone (NAD 83).

BEGINNING at a 3/4" iron pipe with cap found for the most Southwesterly corner of the herein described tract, said "POINT OF BEGINNING" being in the Northeasterly line of a Gulf States Utilities (GSU) 100 foot wide fee strip as recorded in Volume 370, Page 381, J.C.D.R., said GSU fee strip was originally the Interurban Railway as described in Volume 136, Page 411, J.C.D.R., said "POINT OF BEGINNING" also being in the South line of McFaddin Canal No. 2, from said 3/4" iron pipe a found 1/2" iron rod (bent) bears South 52 deg 27 min 30 sec East, 1.63 feet, said "POINT OF BEGINNING" having coordinates X=3,564,466.15, Y=827,260.34;

THENCE along said Northeasterly line of said GSU strip and crossing said canal, North 52 deg 27 min 30 sec West, 145.32 feet to a 3/4" iron pipe with cap set at the intersection of the Northerly line of said McFaddin Canal No. 2 with said GSU Northeasterly line, said corner being the Southwest corner of the residue of a call 155.58 acre tract as recorded in Volume 260, Page 232, J.C.D.R.;

THENCE along the Northerly line of said McFaddin Canal No. 2, same being the South line of said 155.58 acre tract, North 53 deg 05 min 46 sec East, 1098.05 feet to a set 3/4" iron pipe with cap;

THENCE, along the North line of said McFaddin Canal and the South line of said 155.58 acre, North 61 deg 13 min 45 East, 400.24 feet to a 3/4" iron pipe with cap set in the Westerly ROW line of State Highway 69, 96 & 287 (543' wide), from said pipe an iron rod with plastic cap bears North 46 deg 48 min 00 sec West, 6.73 feet;

THENCE 140.75 feet along said Westerly ROW line and a curve to the right having a radius of 22,675.31 feet, a delta of 00 deg 21 min 20 sec and a chord bearing South 34 deg 43 min 10 sec East, 140.75 feet to a 3/4" iron pipe with cap found at the intersection of the South line of said McFaddin Canal with said Westerly ROW line from said pipe a 1/2" iron rod bears North 49 deg 58 min 53 sec West, 0.96 feet, said pipe being the most Northerly corner of a 57.216 acre tract being a part of Tract 'E' as recorded in File Number 2001014848, Jefferson County, Official Public Records;

THENCE along the South line of said McFaddin Canal No. 2 and the North line of said 57.216 acre tract, South 61 deg 13 min 45 sec East, 404.84 feet to a found 1/2" iron rod;

THENCE along the South line of said McFaddin Canal and the North line of said 57.216 acre tract, South 53 deg 05 min 46 sec East, 1049.13 feet to the "POINT OF BEGINNING" and containing 4.744 acres of land.



**TRACT D:**

Metes and bounds description of a 2.440 acre tract of land save and except 0.332 acres, being part of the McFaddin Canal No. 2 property as recorded and described in Volume 80, Page 335, Jefferson County, Deed Records (J.C.D.R.), said 2.440 acre tract being situated in the Pelham Humphreys Survey, Abstract 32, Jefferson County, Texas, said 2.440 acre tract being more particularly described by metes and bounds as follows:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone (NAD 27).

BEGINNING at a 3/4" iron pipe with cap set for corner of the herein described tract, said "POINT OF BEGINNING" being in the Northeastly ROW line of the Kansas City Southern Railroad (100' wide) as recorded in Volume 230, Page 58, J.C.D.R., said "POINT OF BEGINNING" also being at the intersection of the South line of McFaddin Canal No. 2 with the said Northeastly ROW line, said "POINT OF BEGINNING" having coordinates X=3,567,536.12, Y=829,562.35;

THENCE crossing said railroad and along the South line of said McFaddin Canal No. 2, South 75 deg 01 min 17 sec West, at 119.00 feet pass a 3/4" iron pipe with cap set at the intersection of said South line with the Southwesterly ROW line of said railroad, said pipe being the most Northerly corner of a call 4.19 acre tract as recorded in File Number 2003006278, Jefferson County Official Public Records (J.C.O.P.R.), and continuing for a total distance of 381.74 feet to a 3/4" iron pipe with cap set for corner;

THENCE North 51 deg 31 min 26 sec West, 150.09 feet to a 4" concrete monument found in the North line of said McFaddin Canal No. 2, said monument being a corner of a 24.05 acre tract as recorded in File Number 2001014848, J.C.O.P.R.,

THENCE along said North line and a Southeastly line of said 24.05 acre tract, North 74 deg 23 min 22 sec East, 272.42 feet to a 3/4" iron pipe with cap found in the Southwesterly ROW line of said Kansas City Southern Railroad;

THENCE North 77 deg 00 min 12 sec East, 121.79 feet to a 3/4" iron rod with cap set in the Northeastly line of said railroad;

THENCE along said Northeastly ROW line, North 47 deg 48 min 03 sec West, 54.29 feet to a 5/8" iron rod (bent) found at the Southwest corner of said 23.5503 acre tract as recorded in File Number 98514109;

THENCE along the South line of said 23.5505 acre tract, North 53 deg 25 min 16 sec East, 398.85 feet to a 2" iron pipe found at the Southeast corner of said 23.5505 acre tract, said corner being a corner of a call 461.42 acre tract as recorded in File Number 2001014848, J.C.O.P.R.;

THENCE along the North line of said McFaddin Canal and a South line of said 461.42 acre tract, South 58 deg 37 min 02 sec East, 27.35 feet to a 2" iron pipe in concrete found for corner;

THENCE along the North line of said McFaddin Canal No. 2 and a South line of said 461.42 acre tract, South 72 deg 11 min 13 sec East, 179.00 feet to a found 2" iron pipe in concrete;

THENCE along the North line of said McFaddin Canal and a South line of said 461.42 acre tract, South 58 deg 25 min 03 sec East, 25.89 feet to a 3/4" iron pipe with cap set for the most Easterly corner of the herein described tract;

THENCE across said McFaddin Canal, No. 2, South 77 deg 00 min 12 sec West, 482.94 feet to the "POINT OF BEGINNING" and containing 2.440 acres of land, Save and Except 0.332 acres lying within the Kansas City Southern Railroad 100' wide strip for a net acreage of 2.108 acres of land.

**TRACT E:**

THE SURFACE ESTATE ONLY of a tract containing 6.4 acres, more or less, being described as the remaining segment of the McFaddin Canal No. 2 owned by Marie McFaddin Ward Heritage Foundation, a Texas Trust, Lucile Bass McFaddin Testamentary Trust, a Texas trust, W. P. H. McFaddin, Jr. Testamentary Trust, a Texas trust, Perry McFaddin Duncan Trust, a Texas trust, The Estate of J. L. C. McFaddin, Constance Corbett Austin E. G. Cordis, Jr., Edward G. Edson, III, Robert Christopher Edson, Mary Amizetta Edson Fisher, John Wilson Edson, Patrick Hamilton Edson and Richard M. Edson, which segment is approximately 140 feet in width and lies in a Southeastly direction from the Easternmost Southeastern boundary of the above-described Tract "D" for a centerline distance of approximately 2,000 feet, terminating at the boundary line of the so-called "McFaddin 124-Acre Tract", as described in Deed recorded in Volume 845 Page 63 of the Deed Records of Jefferson County, Texas.

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BEING a 2.7652 acre tract or parcel of land situated in the Phelan Humphrey League, Abstract No. 32 and the W.P.H. McFaddin Survey, Abstract No. 689, Jefferson County, Texas and being out of and part of that certain called 340.804 acre tract of land, identified as TRACT V, as described in a "Special Warranty Deed" from TX Energy, L.L.C. to Natgasoline L.L.C. as recorded in Clerk's File No. 2013038596, Official Public Records of Real Property, Jefferson County, Texas, said 2.7652 acre tract being more particularly described as follows:

*NOTE: All bearings are referenced to the West line of that certain called 24.6091 acre Oiltanking Beaumont Partners, L.P. tract as recorded in Clerk's File No. 2009022170, Official Public Records of Real Property, Jefferson County, Texas as SOUTH 00°58'20" WEST. All set 5/8" iron rods set with caps stamped "M.W. Whiteley & Associates".*

BEGINNING at a 5/8" iron rod with a cap stamped "M.W. Whiteley & Associates" found for the Southeast corner of the tract herein described, said corner being the Southwest corner of that certain called 24.6091 acre tract of land as described in a "Special Warranty Deed" from TX Energy, LLC to Oiltanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2009022170, Official Public Records of Real Property, Jefferson County, Texas and being an exterior oil corner of the said 340.804 acre Natgasoline LLC tract and being in the North line of that certain called 461.42 acre tract of land, identified as Tract A, as described in a "Special Warranty Deed" from BP Pipelines (North America) Inc. to Oiltanking Beaumont Partners, L.P. as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 89°01'17" WEST, along and with the boundary between the said 340.804 acre Natgasoline L.L.C. tract and the said 461.42 acre Oiltanking Beaumont Partners, L.P. tract, for a distance of 100.00 feet to a 5/8" iron rod set for corner;

THENCE NORTH 00°58'20" EAST, over and across the said 340.804 acre Natgasoline LLC tract and parallel and 100 feet perpendicular to the West line of the said 24.6091 acre Oiltanking Beaumont Partners, L.P. tract, for a distance of 1203.75 feet to a 5/8" iron rod set for corner;

THENCE SOUTH 89°55'27" EAST, continuing over and across the said 340.804 acre Natgasoline LLC tract, for a distance of 100.01 feet to a 5/8" iron rod with a cap stamped "M.W. Whiteley & Associates" found for corner, said corner being the Northwest corner of the said 24.6091 acre Oiltanking Beaumont Partners, L.P. tract and an interior oil corner of the said 340.804 acre Natgasoline L.L.C. tract;

THENCE SOUTH 00°58'20" WEST, along and with the boundary between the said 24.6091 acre Oiltanking Beaumont Partners, L.P. tract and the said 340.804 acre Natgasoline L.L.C. tract, for a distance of 1205.32 feet to the POINT OF BEGINNING and containing 2.7652 Acres, more or less.



FEE-TX-JF-1028.00000

BEING a 24.6091 acre tract or parcel of land situated in the Phelam Humphry League, Abstract No. 32, Jefferson County, Texas and the W.P.H. McFaddin Survey, Abstract No. 689, Jefferson County, Texas and being out of and part of that certain called 192.5857 acre tract of land, identified as Tract FIVE B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to Tx Energy, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, and out of and part of that certain called 123.9004 acre tract of land, identified as Tract FOUR B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to Tx Energy, LLC as recorded in Clerk's File No. 2007047460, Official Public Records of Real Property, Jefferson County, Texas, and also all of that certain called 0.7526 acre tract of land conveyed by Chevron U.S.A. Inc. to TX Energy, LLC. as recorded in Clerk's File No. 2009011357, Official Public Records of Real Property, Jefferson County, Texas, said 24.6091 acre tract being more particularly described as follows:

*NOTE: All bearings are based on the Northeasterly line of that certain called 4.6344 acre tract, identified as Tract One, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to Tx Energy, LLC as recorded in Clerk's File No. 2007047460 Official Public Records of Real Property, Jefferson County, Texas as SOUTH 44°20'08" EAST.*

COMMENCING at a 5/8" iron rod found for the most Southerly corner of the said 192.5857 acre Tx Energy, LLC tract, and said corner being the most Westerly corner of that certain 461.42 acre tract of land, identified as Tract A, as described in a "Special Warranty Deed" from BP Pipelines (North America) Inc. to Oiltanking Beaumont Partners, LP as recorded in Clerk's File No. 2001014848, Official Public Records of Real Property, Jefferson County, Texas and said corner also being in the Northeast line of that certain called 23.5668 acre tract of land, identified as Tract Three B, as described in a "Special Warranty Deed" from Jefferson Triangle Marine, L.P. to Tx Energy, LLC as recorded in Clerk's File No. 2007047461, Official Public Records of Real Property, Jefferson County, Texas;

THENCE NORTH 45°25'18" EAST, for the boundary between the said 461.42 acre Oiltanking Beaumont Partners, LP tract and the said 192.5857 acre Tx Energy, LLC tract, for a distance of 2730.75 feet to a 5/8" iron rod found for corner, said corner being an interior ell corner of the said 192.5857 acre Tx Energy, LLC tract and also being an exterior ell corner of the said 461.42 acre Oiltanking Beaumont Partners, LP tract;

THENCE SOUTH 89°01'40" EAST, continuing for the boundary between the said 461.42 acre Oiltanking Beaumont Partners, LP tract and the said 192.5857 acre Tx Energy, LLC tract, for a distance of 2202.70 feet to a 5/8" iron rod set for the Southwest corner and the POINT OF BEGINNING of the tract herein described;

THENCE NORTH 00°58'20" EAST, over and across the said 192.5857 acre and the said 123.9004 acre Tx Energy, LLC tracts, for a distance of 1205.41 feet to a 5/8" iron rod set for corner;

THENCE SOUTH 89°55'27" EAST, passing at a distance of 540.55 feet the Northwest corner of the said 0.7526 acre Tx Energy LLC tract and continuing along and with the North line of the said 0.7526 acre Tx Energy LLC tract and continuing for a total distance of 644.65 feet to a point for corner on the old bank of the Neches River (unable to find or set corner), said corner being the Southeast corner of the said 123.9004 acre Tx Energy, LLC tract;

THENCE SOUTH 24°48'07" EAST, along and with the old bank of the Neches River, for a distance of 233.12 feet to a point for corner (unable to find or set corner), said corner being the Northeast corner of the said 192.5857 acre Tx Energy, LLC tract;

THENCE SOUTH 20°39'20" EAST, continuing along and with the old bank of the Neches River, for a distance of 570.00 feet to a point for corner (unable to find or set corner);

THENCE SOUTH 10°47'59" EAST, continuing along and with the old bank of the Neches River, for a distance of 485.92 feet to a point for corner (unable to find or set corner), said corner being in the North line of the said 461.42 acre Oil tanking Beaumont Partner, L.P. tract;

THENCE NORTH 89°01'40" WEST, for the boundary between the tract herein described and the said 461.42 acre Oiltanking Beaumont Partners, L.P. tract, passing at a distance of 86.85 a 5/8" iron rod found for reference, continuing for a total distance of 1055.16 feet to the POINT OF BEGINNING and containing 24.6091 ACRES, more or less.



FEE-TX-JF-1009.00000

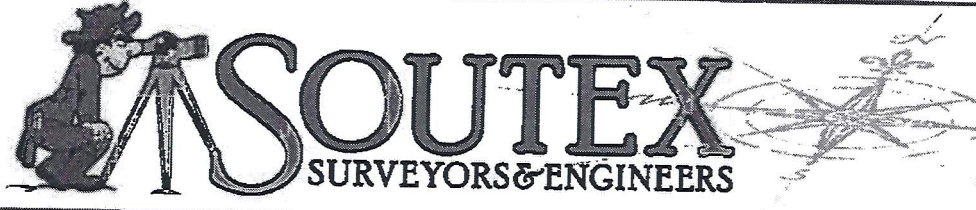
13.12 acres, more or less, out of the Pelham Humphries League, Abstract No. 32, Jefferson County, Texas, described in deed dated December 31, 1943, executed by Stanolind Oil Purchasing Company to Defense Plant Corporation, recorded in Volume 549, Page 74, Deed Records, Jefferson County, Texas (save and except the oil, gas and other minerals under said land); subject, however, to the reservation by Stanolind Oil Purchasing Company in the aforesaid deed of the right to operate and maintain its pipelines over and across the Northwest side of said tract.

103.89 acres, more or less, out of the Pelham Humphries League, Abstract No. 32, Jefferson County, Texas, described in deed dated December 31, 1943, executed by Stanolind Oil Purchasing Company to Defense Plant Corporation, recorded in Volume 549, Page 73, Deed Records, Jefferson County, Texas (save and except the oil, gas and other minerals under said land); subject, however, to all of the terms and provisions of that certain agreement dated December 29, 1943, between Stanolind Oil Purchasing Company and Defense Plant Corporation but covering and including all rights, titles and estates of every kind and character acquired by the Company under and by virtue of the terms and provisions of said agreement; and further subject to the reservation by Stanolind Oil Purchasing Company in the aforesaid deed of the right to operate and maintain its pipelines over and across the Northwest side of said tract.

**EXHIBIT "B"**

(Description of Existing Range Property)

**[SEE TWO (2) PAGES THAT FOLLOW]**

 <p><b>SOUTEX</b> SURVEYORS &amp; ENGINEERS</p>	<p>TBPE Firm No. F-5755 TBPLS Firm No. 10123800 LA EF.0005711</p> <p>3737 Doctors Drive Port Arthur, Texas 77642 Office (409) 983.2004 Fax (409) 983.2005</p>
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**1.22 ACRES OF LAND  
OUT OF THE PELHAM HUMPHRIES SURVEY, ABSTRACT NO.32  
JEFFERSON COUNTY, TEXAS**

**BEING** 1.22 acres of land out of and a part of the Pelham Humphries Survey, Abstract No. 32, Jefferson County, Texas; being part of a (Called 69.101) acre tract of land described in a deed to Jefferson County Jail Site, recorded in Film Code 102-98-2065, and a (Called 72.96) acre tract of land described in a deed to Minnie Rodgers Juvenile Justice Center, recorded in Film Code 102-98-2065, Official Public Records, Jefferson County, Texas; said 1.22 acre tract being more fully described by metes and bounds as follows, to wit:

*Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.*

**COMMENCING** at a point being the most Northerly corner of the (Called 69.101) acre tract on the Westerly right of way line of a dedicated road named US Highway 69/96/287; said point having a Texas Coordinate of N: 13946751.40, E: 3536768.42; from which a TxDOT Monument found having a Texas Coordinate of N: 13946761.75, E: 3536762.98 bears North 27 deg., 44 min., 30 sec., East, a distance of 11.70' and from which a ½" steel rod found on the Westerly right of way line of said US Highway 69/96/287 having a Texas Coordinate of N: 13945553.95, E: 3537398.21 bears South 27 deg., 44 min., 30 sec., East, a distance of 1352.96';

**THENCE**, South 41 deg., 53 min., 51 sec., West, a distance of 3348.54' to a point for corner being the **POINT OF BEGINNING** and most Northerly corner of the herein described tract; said point for corner being on the Northerly line of the (Called 69.101) acre tract, same being the Southeasterly line of a tract of land described in a deed to Enterprise Beaumont Marine West LP, recorded in File No. 2015013909, Official Public Records, Jefferson County, Texas; having a Texas Coordinate of N: 13944258.93, E: 3534532.27;

**THENCE**, South 57 deg., 45 min., 58 sec., East, a distance of 432.26' to a point for corner being the most Easterly corner of the herein described tract;

**THENCE**, South 32 deg., 14 min., 02 sec., West, a distance of 104.34' to a point for corner on the South line of the (Called 76.96) acre tract; said point for corner being the Southeast corner of the herein described tract;

**THENCE**, North 89 deg., 49 min., 41 sec., West, on the South line of the (Called 72.96) acre tract, a distance of 35.64' to a point for corner being the most Southerly Southwest corner of the herein described tract;

**THENCE**, North 57 deg., 45 min., 58 sec., West, a distance of 402.06' to a point for corner on the common line of the (Called 69.101) acre tract, and said Enterprise Beaumont Marine West, LP tract; said point for corner being the most westerly corner of the herein described tract;

**THENCE** North 32 deg., 14 min., 02 sec., East, on the common line of the (Called 69.101) acre tract and said Enterprise Beaumont Marine West, LP tract, a distance of 123.26' to the **POINT OF BEGINNING** and containing 1.22 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on September 21, 2019.


**Jefferson County / Gun Range / Existing Site**  
**19-0906-R3**

**EXHIBIT "C"**

(Description of New Range Property)

**[SEE THREE (3) PAGES THAT FOLLOW]**



	<p>TBPE Firm No. F-5755          TBPLS Firm No. 10123800          LA EF.0005711          3737 Doctors Drive          Port Arthur, Texas 77642          Office (409) 983.2004          Fax (409) 983.2005</p>
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**1.62 ACRES OF LAND  
 OUT OF THE PELHAM UMPHRIES SURVEY, ABSTRACT NO.32  
 JEFFERSON COUNTY, TEXAS**

**BEING** 1.62 acres of land out of and a part of the Pelham Umphries Survey, Abstract No. 32, Jefferson County, Texas; being part of a (Called 69.101) acre tract of land described in a deed to Jefferson County Jail Site, recorded in Film Code 102-98-2065, and a (Called 72.96) acre tract of land described in a deed to Minnie Rodgers Juvenile Justice Center, recorded in Film Code 102-98-2065, Official Public Records, Jefferson County, Texas; said 1.62 acre tract being more fully described by metes and bounds as follows, to wit:

*Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.*

**COMMENCING** at a point being the most Northerly corner of the (Called 69.101) acre tract on the Westerly right of way line of a dedicated road named US Highway 69/96/287; said point having a Texas Coordinate of N: 13946751.40, E: 3536768.42; from which a TxDOT Monument found having a Texas Coordinate of N: 13946761.75, E: 3536762.98 bears North 27 deg., 44 min., 30 sec., East, a distance of 11.70'; and from which a ½" steel rod found on the Westerly right of way line of said US Highway 69/96/287 having a Texas Coordinate of N: 13945553.95, E: 3537398.21 bears South 27 deg., 44 min., 30 sec., East, a distance of 1352.96';

**THENCE**, South 42 deg., 23 min., 26 sec., West, a distance of 3187.53' to a point for corner being the **POINT OF BEGINNING** and most Northerly corner of the herein described tract; said point for corner being on the Northerly line of the (Called 69.101) acre tract, same being the Southeasterly line of a tract of land described in a deed to Enterprise Beaumont Marine West LP, recorded in File No. 2015013909, Official Public Records, Jefferson County, Texas; having a Texas Coordinate of N: 13944397.20, E: 3534619.45;

**THENCE**, South 57 deg., 46 min., 45 sec., East, a distance of 164.24' to a point for corner being the most Easterly corner of the herein described tract;

**THENCE**, South 32 deg., 13 min., 15 sec., West, a distance of 430.50' to a point for corner being the most Southerly corner of the herein described tract;

**THENCE**, North 57 deg., 46 min., 45 sec., West, a distance of 164.34' to a point for corner on the Northerly line of the (Called 69.101) acre tract, same being the Southeasterly line of said Enterprise Beaumont Marine West LP tract; said point for corner being the most Westerly corner of the herein described tract;

**THENCE**, North 32 deg., 14 min., 02 sec., East, on the Southeasterly line of Enterprise Beaumont West LP tract, same being the Northwesterly line of the (Called 69.01) acre tract, a distance of 430.50' to the **POINT OF BEGINNING** and containing 1.62 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on September 21, 2019.

**Jefferson County / Gun Range**  
**19-0906-R1**





**Jefferson County  
Tourism Commission**

# Memo

**To:** Commissioners Court  
**From:** Kathi Weathington Hughes  
**Date:** 11/13/2019  
**Re:** Emergency Grant for 1<sup>st</sup> Responder Conferences

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Please see the attached Hotel Occupancy Tax grant application and Emergency Grant Request Addendum. 1<sup>st</sup> Responder Conferences/Blue HELP is requesting funds for promotion of their conference. The application looks a little different because she retyped the application as to add much more information.

Requested	Recommended
\$24,000.00	\$2,000.00

This will be an agenda item on November 19, 2019 during Commissioners Court.

Please feel free to give me a call if you have any questions.

Office 409/842-0500 cell 409/679-2808

Thanks so much!

Kathi



## EMERGENCY GRANT REQUEST ADDENDUM OF JEFFERSON COUNTY HOTEL OCCUPANCY TAX (HOT) FUNDS

Jefferson County Hotel Occupancy Tax funds are given as grants twice per year. These funds must be used to directly enhance the tourism and hotel industry in Jefferson County. The spring cycle applications are due the **first Friday in March** with the fall cycle applications due the **first Friday in September**. Press releases are sent out to the media and all former applicants at two week intervals starting eight weeks from the due date.

Emergency Request: A new tourism related event or project that was unknown prior to the last grant cycle.

**Please give written explanation as to why this is an emergency request. Attach this to the completed application when submitting.**

- Beaumont was not being considered until after the last grant cycle of September 2019.
- The local committee voted & decided to move forward with hosting the 1<sup>st</sup> Responders Conference late September of this year.
- The local committee contacted the Beaumont CVB for assistance with the planning of the convention and financial support.
- The Beaumont CVB also provided a list of potential sponsors to the 1<sup>st</sup> Responders contact person along with information regarding the JCTC grant application.
- Being (6) months out from the conference, financial support is needed to make this happen for the community and the funding needs to be in place prior to when the next grant cycle takes place.
- As a part of the aftermath of the recent natural disaster (Tropical Storm Imelda) on Sept. 19, multiple first responders and their families within the community of Beaumont and surrounding areas were tragically affected personally, by having significant damage to their homes. Within the Beaumont Police Department alone, 22 officers & their families were affected by the flooding, experiencing loss of their homes or severe damage. Despite the fact that they continued to provide emergency services, rescues, and serve the communities, even though they have been personally impacted by these traumas and losses themselves. This is a critical time to connect these first responders & their families with resources not just while they are in crisis, or on the edge, by to maintain their ongoing mental health & wellness so that they can continue to serve.

- Within just this past couple weeks, there have been 2 vicious attacks upon law enforcement officers in the Beaumont & surrounding area (One Beaumont officer, was involved in a shooting which resulted in a harrowing battle & ultimate fatality of the suspect, along with the Sour Lake police officer who is currently fighting for his life in ICU, who was attacked & left for dead. It is crucial that we get these officers, their families, and colleagues the resources and support they need sooner rather than later.
- As you are aware, in recent months there have also been multiple mass shootings in Texas, including El Paso and College Station, along with previous attacks specifically targeting first responders in both the Houston area (April 2019) & Dallas area (2016).
- Along with this increase in violence against all first responders, that we have seen continue to climb & spike to record levels over the past 5 years, we have seen a devastating upturn in numbers of suicides among these professions that continue to climb at alarming rates. 2019 already show Statistics show 39% increase in law enforcement suicides (192 already lost to suicide this year). Fire, EMS, Nursing, Corrections, Dispatcher, and other first responder suicide rates have also been climbing to record levels never seen before in history. Again, we must connect these everyday heroes with the resources they need NOW.

What most people don't know is that we lose more 1st Responders to suicide each year, than line of duty deaths. They lead the norms found in other professions for suicide, divorce, substance abuse, and life expectancy rates. These facts are disturbing and unacceptable! Please help us surround our everyday heroes and their families with the much critical tools they need to not just survive, but to thrive!

It has been shown that improving access to good mental health and wellness resources substantially improves the mental health, wellness and quality of life for our heroes themselves, as well as affects their families' wellbeing and the communities in which they serve. Our 1st Responders, Military, and Veterans not only selflessly serve, but lead the way for our communities through their example. The more normalized it becomes for our heroes to seek the help they need to maintain good mental health and wellness, the more people in the community will follow their example and leadership to seek improved mental health as well. Additionally, by improving access to resources, we not only help saves lives, but we build resiliency, stronger families and communities. Together let's change the culture so that seeking and maintaining mental health and wellness is accepted as a normal part of life. We can improve all of our lives and flip those statistics around!



## APPLICATION FOR USE OF JEFFERSON COUNTY HOTEL OCCUPANCY TAX FUNDS (FOR ADVERTISING AND PROMOTION FUNDING)

Thank you for your interest in promoting tourism and the hotel industry in Jefferson County through the utilization of county Hotel Occupancy Tax (HOT) funds. The use of HOT funds is regulated by law (Tax code 352-1033), which limits the use of those funds for the direct enhancement and promotion of tourism AND the convention and hotel industry. To determine eligibility, the following section of this tax code which pertains to advertising/promotion must apply to your application. "Advertise and conduct solicitations and promotional programs to attract tourists and conventions delegates or registrants to the county or its vicinity, any of which may be conducted by the county or through contracts with persons or organizations selected by the county. In addition, a county that borders the Gulf of Mexico and that is authorized to impose the tax by Section 352.002(a)(6) may use 50% or less of the revenue from the tax for the promotion of tourism.

### I. CRITERIA

#### A. General Information

##### 1. Name of Organization:

1<sup>st</sup> Responder Conferences/Blue HELP

##### 2. What specifically is being marketed or promoted? I.e. facility, event, etc

1st Responder Conferences (1<sup>st</sup> RC) presents a multi-faceted two-day seminar and networking event for improving the mental health and wellness of our first responders, active military, veterans, support professionals & spouses. By discussing the real 21st Century issues that are consistently facing our first responders and their families, our conference will provide awareness, resources and action items to combat PTSD, depression, suicide, addiction, stress, and overall mental health. By partnering with 1st RC, your reputation will be bolstered in your community, state, region and across the nation for, as well as gain recognition for leading the way for other communities to follow your example. This training is for all 1st responders, police, fire, military/veterans, corrections, dispatchers, chaplains, retired 1st responders, professional staff, clinicians, and all who work in the public safety field. (Spouses are encouraged to attend). We typically have a minimum average of 150 in attendance, but in many locations, we have had upwards of 200-300 in attendance. With 150-200 in attendance, please keep in mind that this typically represents a much larger number of first responder agencies, departments, organizations, etc. # (70+) in attendance whose entire organizations will be potentially impacted by and benefit from this training.

The 1<sup>st</sup> Responder Conferences would like to request your consideration in accepting our application for the HOT (Hotel Occupancy Tax) Grant. We share Beaumont's Convention & Visitor Bureau's mission to enhance the quality of life for the people who live and work in our communities, specifically our everyday heroes. We also aim to serve the needs of our community by providing 1<sup>st</sup> Responders with educational, civic, health, human services, social, and cultural training opportunities that address these objectives. Through a collaborative effort, we will bring a national level mental health and wellness conference and its resources to the Beaumont, Texas area. Our conferences not only attract and serve people from the local and regional areas, but attendees travel from all across the US. Other times, we have ended up with people traveling from Canada (Seattle, Anacortes & Spokane, WA, as well as Ohio) or other countries like Liberia, West Africa, who will be sending 7-9 fire fighters to Spokane, WA, as well.



**Geographic Location & Impact:**

The training will be hosted within the city of Beaumont, TX. We believe it will have a direct impact on the entire region, bringing increased expertise not normally available to our local agencies. Surrounding counties, state, and regional areas will also benefit greatly from this training and invaluable networking opportunity.

**Community Potential:**

Besides improving the mental health, wellness and quality of life for our heroes themselves, it has been proven that this kind of training substantially affects their families' wellbeing, as well as the communities in which they serve. Our 1<sup>st</sup> Responders and Military/Veterans not only selflessly serve, but lead the way for our communities through their example. The more normalized it becomes for our heroes to seek the help they need to maintain good mental health and wellness, the more people in the community will follow their example and leadership to seek improved mental health as well.

**3. Total Amount of Funds Requested by this Grant?**

\$24,000

**4. What is the organization's financial contribution for this project/event?**

\$42,000+

**5. What other funding sources are being pursued or sought?**

- Registration Fees
- Sponsorships-Resource Partners
- Donations

**6. Date of Event if applicable. Please ensure that you are requesting funds far enough in advance to be able to accomplish the goals for which you are requesting funds.**

April 20-21, 2020

**7. Which hotel/s have you negotiated a special rate if this funding request is being used for an event?**

Please list hotel(s). Do not list rates.

MCM Elegante

**8. Completion date of project:**

April 21, 2020

**II. VISITOR IMPACT****A. Provide numbers for the following:**

1. Total visitors/participants: previous year NA

Expected this year 150-300

2. Visitors/participants who indicated they stayed or will stay in a Jefferson County hotel:

Previous year: NA

Expected this year: 50-75

**III. FUNDING RECAP**

1 .Provide a specific line item description and amount of exact use of funds being requested. Total should match amount being requested. (If more space is needed, please use attachments.)

<u>Amount</u>	<u>Line Item</u>
<u>\$12,000.00</u>	<u>Speaker fees (\$1500 x 8 National speakers)</u>
<u>\$2000.00</u>	<u>Marketing Design, printing, advertisements, PSAs, media advisories, social media ads &amp; posts, flyers, posters, postcards, &amp; videos</u>
<u>\$1000.00</u>	<u>Shipping (Marketing supplies)</u>
<u>\$1500.00</u>	<u>Conference programs</u> *Is this for a Conference & Registration brochure that will be created/mailed? Attach quote from vendor
<u>\$7500.00</u>	<u>Other Marketing materials: bags, lanyards, notebooks, inserts, etc.</u>
<u>\$24,000.00</u>	<u>TOTAL (Should match request on front page)</u>

#### IV. MARKETING PLANS

A. How will your organization enhance the promotion of tourism AND the convention /hotel industry in Jefferson County?

- **Speaker fees:** Bringing nationally renowned speakers in, will draw more people to Beaumont & this event. Normally, people from this area and region would not have the opportunity to hear and learn from this quality of instructors, due to the high cost (Many are \$5,000/day speaker fees). But with many of our speakers willing to present at a significantly reduced cost (\$1500/each), it allows us to put together a top notch line-up. This will not only serve the area, but draw in more attendees from all over the region, state & US.
- **Marketing design, printing, advertisements, social media, flyers, posters, postcards, & videos:** We will use all of these formats to market for the conference, including a live press conference with the launch of the event. With the funding from this grant, we will be able to reach a larger demographic that we would not be able to afford to target otherwise. We have already begun marketing for the Beaumont event, through our website, social media & email invites that are going out for the Houston event in January. At the Houston conference, we will be able to pass out flyers, save the date postcards, & place marketing materials such as full page ad/flyers specific to Beaumont in the Houston conference programs as well. This also includes postage costs for any regular mailings (Save the date postcards, etc.) Flyers & posters can also be printed & distributed to businesses all over the area to hand out & place in their establishments.
- **Shipping:** We need to pay for the shipping costs of marketing materials, such as the above listed, t-shirts, SWAG bags, special notebooks, lanyards, etc. A portion of the marketing costs includes shipping & handling fees for the marketing materials, not included in production costs listed above & below.
- **Conference programs:** We would like to request that the cost of the conference programs be covered because while recruiting resource partners and other organizations around the region &

across the US, the benefit of placing their logos, advertisements, and other materials in the program is a huge draw for them as they consider participating/attending the event in Beaumont. For that matter, having the opportunity to advertise in the Houston & Beaumont programs will help draw even more people into the Beaumont event. If you cannot pay for the Beaumont programs, possibly consider paying for the Houston programs where we can also include full/half page ads, a full page flyer and other details specifically for the for Beaumont conference. (Cost is apprx \$1000 for 200 programs. If this must be used prior to the Beaumont event, in order to pay for marketing, we would use the money, or a portion of it to pay for the programs in Houston, where we will be heavily marketing for the Beaumont event a few months later ).

- **Other marketing materials: bags, lanyards, notebooks, inserts, etc.** We would like to request that the cost of these materials be covered because while recruiting resource partners and other organizations around the region & across the US, the benefit of placing their logos, advertisements, and other materials on these items is a huge draw for them as they consider participating/attending the event in Beaumont.

**B. What media will be used in your advertising and promotion? Please provide a detailed list of the media to be used, i.e. Houston Chronicle, KHOU, Southern Living, etc. (Must be outside 75-mile radius of Jefferson County)**

\*We are still working on compiling a list of local & regional media outlets to utilize.

By signing this application, I, individually and on behalf of my organization, represent and agree that:

1. I have full authority to execute this application on behalf of myself, group, and organization;
2. Any funds allocated out of Hotel Occupancy Tax monies will be used solely in the manner set forth in the award letter;
3. I as a representative and my organization will, within 60 days following the date of my/our project/event, provide a complete and detailed accounting to the Jefferson County Tourism Commission, c/o Kathi Hughes, in such form as may be provided/requested;
4. Failure to provide the report within 60 days and/or to use the allocated monies solely for the purposes for which such funds were awarded shall render me and my group/organization liable for reimbursement to Jefferson County of all such funds, plus reasonable court costs and attorney fees.
5. Please submit a W-9 Form with application.

Date October 14, 2019

Name of Organization Representative Completing Form:

1<sup>st</sup> Responder Conferences/Blue HELP

Shawn R Thomas Signature

Founder & Director 1<sup>st</sup> Responder Conferences Title

(206) 629-6433 Phone Number

Federal Tax ID

13044 8th Ave S. Address



\_\_\_\_ Burien, WA 98168 \_\_\_\_\_

\_\_\_\_ shawnt@1stresponderconferences.org \_\_\_\_\_ E-mail

\_\_\_\_ YES \_\_\_\_\_ W-9 Attached

Return Form to: Ben J. Rogers Regional Visitors Center Attn: Kathi Weathington Hughes 5055 IH-10 South Beaumont, Texas 77705

Questions in regard to the application should be forwarded to Mrs. Kathi Hughes at 409842-0500 or 866-432-8951.

**SPECIAL NOTE:** Grants of hotel occupancy tax revenues may statutorily be used only for the promotion of tourism. Expenditure of funds for unauthorized purposes may result in recapture and/or enter into funding decisions in future funding cycles.



**Special, November 19, 2019**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, November 19, 2019