

*Notice of Meeting and Agenda and Minutes
September 01, 2020*

SPECIAL, 9/1/2020 10:30:00 AM

BE IT REMEMBERED that on September 01, 2020, 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 (ABSENT)

CHIEF PORTER

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
September 01, 2020

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**
September 01, 2020

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **01st** day of **September 2020** 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:

11:00 a.m.- WORKSHOP: To Discuss potential projects for Hurricane Harvey CDBG- MIT Grant Application.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 571-748-4021 PIN # 623-6974#. The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Brent A. Weaver, Commissioner, Precinct Two

Notice of Meeting and Agenda and Minutes
September 01, 2020

PURCHASING:

1. Receive and file bids received for Invitation for Bid (IFB 20-023/JW) Sale of Ford Park Entertainment Complex. **SEE ATTACHED PAGES 52-66**

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

2. Reject all bids or accept all bids received for Invitation for Bid (IFB 20-023/JW) Sale of Ford Park Entertainment Complex.

Motion by: County Judge Branick

Second by: Commissioner Weaver

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

Action: APPROVED

3. Receive and file the AT&T Switched Ethernet Service and related Customer Letter of Authority with NetSpark IP & Telecom for 19 circuits at a monthly estimated cost of \$5,620.00 for a period of 60 months. This was approved by Commissioners' Court on August 18, 2020.

SEE ATTACHMENTS ON PAGES 7 - 12

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

4. Consider and possibly approve (Agreement 20-043/DC), Enterprise Business Rental Rate Agreement and Jefferson County Sheriff Department for rentals of vehicles.

SEE ATTACHMENTS ON PAGES 13 - 14

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:

5. Consider and approve budget transfer – Dispute Resolution Center – additional cost for supplies.

Notice of Meeting and Agenda and Minutes
September 01, 2020

120-2060-412-3078	OFFICE SUPPLIES	\$800.00	
120-2060-412-5077	CONTRACTUAL SERVICE	\$250.00	
120-2060-412-5062	TRAVEL EXPENSE		\$1,050.00

SEE ATTACHMENTS ON PAGES 15 - 15

Motion by: Commissioner Sinegal
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

6. Consider and approve budget transfer – Road & Bridge Pct – additional cost for extra help and replacement of lawnmower.

111-0102-431-1005	EXTRA HELP	\$7,500.00	
111-0105-431-3084	MINOR EQUIPMENT	\$5,000.00	
111-0105-431-3034	DIESEL FUEL		\$7,500.00
111-0105-431-3037	GASOLINE		\$5,000.00

SEE ATTACHMENTS ON PAGES 16 - 16

Motion by: Commissioner Sinegal
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

7. Consider and approve budget transfer – Risk Management – additional cost for postage.

120-1016-415-4052	POSTAGE	\$35.00	
120-1016-415-5062	TRAVEL EXPENSE		\$35.00

SEE ATTACHMENTS ON PAGES 17 - 17

Motion by: Commissioner Sinegal
Second by: Commissioner Alfred
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

8. Consider and approve budget transfer – Jail –additional cost for inmate medical.

120-3062-423-5077	CONTRACTUAL SERVICE	\$400,000.00	
120-3062-423-1045	SERGEANT		\$100,000.00

Notice of Meeting and Agenda and Minutes
September 01, 2020

120-3062-423-1002	ASSISTANTS & CLERKS		\$50,000.00
120-3062-423-1072	MAINTENANCE CREW		\$150,000.00
120-3062-423-2003	EMPLOYEES' INSURANCE		\$100,000.00

SEE ATTACHMENTS ON PAGES 18 - 18

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

9. Consider and approve the VINE (Victim Information & Notification Everyday) Program service agreement with Appriss for 09/01/20 –08/31/21. The Office of the Attorney General reimburses cost of contract.

SEE ATTACHMENTS ON PAGES 19 - 19

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

10. Regular County Bills – check #474728 through check #474912.

SEE ATTACHMENTS ON PAGES 20 - 27

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY COMMISSIONERS:

11. Consider, possibly approve and authorize the County Judge to extend the Declaration of Local Disaster dated 03-13-2020, Pursuant to Section 418.108 (b) of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 28 - 28

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
September 01, 2020

12. Consider and possibly approve extending the Disaster Declaration for Hurricane Laura.

SEE ATTACHMENTS ON PAGES 29 - 29

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

13. Consider, possibly approve, authorize the County Judge to execute, receive and file a Property Tax Agreement between Jefferson County and Port Arthur Terminal LLC pursuant to Sec. 312.401 Texas Tax Code.

SEE ATTACHMENTS ON PAGES 30 - 51

Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

Other Business:

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

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

Jeff R. Branick
County Judge



20200821-5838

201505195174UA

AT&T MA Reference No. 201505195174UA

AT&T Contract ID No. SDNDDSOVW7

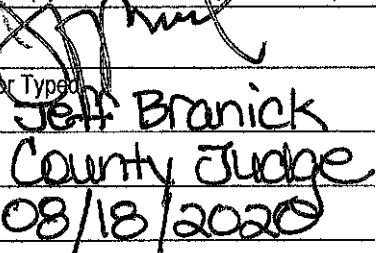
**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

Customer	AT&T
County of Jefferson Street Address: 1149 Pearl Street 7th Floor City: Beaumont State/Province: TEXAS Zip Code: 77701 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: John Ferrara Title: Systems Administrator Street Address: 1149 Pearl Street, 6th Floor City: Beaumont State/Province: TEXAS Zip Code: 77701 Country: USA Telephone: USA Email: jferrara@co.jefferson.tx.us	Name: David Fouts Street Address: 9505 Arboretum Blvd, Room 313 City: Austin State/Province: TX Zip Code: 78759 Country: USA Telephone: 5125171530 Email: david.fouts@att.com Sales/Branch Manager: Mary Duke SCVP Name: Sales strata: LED Sales Region: SQ <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (If applicable) <u>181</u>	
Name: Candi Evans Company Name: NetSpark IP & Telecom Inc. Agent Street Address: 3129 College ste Ste 300 City: Beaumont State: TX Zip Code: 77701 Country: USA Telephone: 5132586531 Email: candi@netsparktelecom.com Agent Code 42393	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Services purchased under this Pricing Schedule must be ordered and managed using the AT&T Network on Demand functionality in the AT&T Business Center online portal. AT&T Network on Demand is described in the Network on Demand Guide available at: http://cpr.att.com/pdf/publications/NOD_Guide.pdf, which is subject to change by AT&T from time to time. Customer's use of AT&T Network on Demand is subject to the Network on Demand Guide and Customer's acceptance of any terms and conditions associated with the Business Center online portal, and such terms take precedence over inconsistent terms in this Agreement.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	
Printed or Typed Name: Jeff Branick	Printed or Typed Name: Veronica Danao
Title: County Judge	Title: Contract Specialist CGI
Date: 08/18/2020	Date: 24 Aug 2020

For AT&T internal use only:

Contract Ordering and Billing Number (CNUM):

kb107y

UAR Required ROME ID#: 1-D08G096 NPW RLR: 158060v1	AT&T and Customer Confidential Information Page 1 of 6	[ASE_NoD_custom] PS V02.23.2020 AT&T Solution No. _____ MP618D 08.06.2020
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WK#- Interstate-InterATA- TBD WK#- ILEC-Intrastate -TBD Please sign by January 21, 2021.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T Switched Ethernet ServiceSII (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

I. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

1.1 AT&T Switched EthernetSM Service

Service	Service Publication (incorporated by reference)	Service Publication location	Service Provider	Geographic Location
AT&T Switched Ethernet SM Service	AT&T Switched Ethernet Service Guide	http://f.jl.att.com/odf/comm_onEthServGuide.html	21 state AT&T ILECs*	21 State AT&T ILEC Footprint
AT&T Switched Ethernets ^M Service Third Party (3PA)	AT&T Switched Ethernet SM Service Third Party (3PA) Service Guide	http://f.jl.att.com/odf/comm_onEthServGuide.html	AT&T Corp**	Outside 21 state ILEC Footprint where available

*AT&T Alabama, AT&T Arkansas, AT&T California, AT&T Florida, AT&T Georgia, AT&T Illinois, AT&T Indiana, AT&T Kansas, AT&T Kentucky, AT&T Louisiana, AT&T Michigan, AT&T Mississippi, AT&T Missouri, AT&T Nevada, AT&T North Carolina, AT&T Ohio, AT&T Oklahoma, AT&T South Carolina, AT&T Tennessee, AT&T Texas and AT&T Wisconsin

Include "BellSouth Telecommunications LLC d/b/a AT&T Southeast" to the list above ONLY WHEN CUSTOMER IS FEDERAL GOVERNMENT IN ANY OF THE FOLLOWING STATES: AL, FL, GA, KY, LA, MS, NC, SC, TN

**Intrastate service in New York and Virginia is provided by AT&T Communications of New York, Inc. and AT&T Communications of Virginia, LLC, respectively.

1.2 Inside Wiring

Service	AT&T Inside Wiring	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Inside Wiring Service Guide	http://cQr.att.com/odf/Publications/Inside_Wiring_Service_Guide_Attachment.pdf

* AT&T Inside Wiring is not available for Sites outside of AT&T's 21 state ILEC footprint.

1.3 Entrance Facility Construction

Service	AT&T Entrance Facility Construction	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Entrance Facility Construction Attachment	http://cQr.att.com/odf/service_publications/EFC_Attachment.pdf

•AT&T Entrance Facility Construction is not available for Sites outside of AT&T's 21 state ILEC footprint.

UARequired ROME ID#: 1-D08G096 NPW RLR: 158060v1	AT&T and Customer Confidential Information Page 2 of 6	(ASE_NoD_custom) PS V0?23.2020 AT&T Solution No. _____ MP618D 08.06.2020
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WK# - Interstate-InterLATA— TBD WK#- ILEC-Intrastate -TBD Please sign by January 21, 2021.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T SWitched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	Non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All Service Components	50% plus any waived non-recurring charges	60 months
<ul style="list-style-type: none"> • Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to <u>Network on Demand Guide</u> for details. 		

4. ADDS; MOVES

4.1 Adds

Additional AT&T Switched Ethernet Service Customer Port Connections ("Adds") may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein.

4.2 Moves

Per applicable Service Publication

5. RATES and CHARGES

5.1 AT&T SWITCHED ETHERNET SERVICE— 21 State AT&T ILEC Footprint

5.1.1 Initial Site And Service Configuration

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A. This Pricing Schedule is Customer's order for any new Services shown on Attachment A

5.1.2 Monthly Recurring Charges (MRC)

All Monthly Recurring Charge (MRC) rates are per port. The total MRC for a port is the sum of the Port Connection MRC, the Bandwidth MRC, and any associated Feature MRC(s).

UA Required ROME ID#: 1-008G096 NPW RLR: 158060v1	AT&T and Customer Confidential Information Page 3 of 6	[ASE_NoD_custom] PS V02.23.2020 AT&T Solution No. _____ MP618D 08.06.2020
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WK# - Interstate-InterLATA – TBD
WK#- ILEC-Intrastate -TBD

Please sign by January 21, 2021.

For AT&T Administrative Use Only

Pricing Schedule No. _____

Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Basic Port Connection MRC

Basic Port Connection Speed	MRC
100 Mbps	\$150.00
1 Gbps	\$150.00

Committed Information Rate {CIR}	Class of Service (CoS)				
	Non Critical	Critical Medium	Critical High	Interactive	Real Time
2 Mbps	\$81.66	\$81.66	\$81.66	\$81.66	\$93.24
4Mbps	\$91.32	\$91.32	\$91.32	\$91.32	\$103.39
5 Mbps	\$96.14	\$96.14	\$96.14	\$96.14	\$108.45
8 Mbps	\$102.43	\$102.43	\$102.43	\$102.43	\$115.05
10 Mbps	\$108.71	\$108.71	\$108.70	\$108.71	\$121.65
20 Mbps	\$115.00	\$115.00	\$115.00	\$115.00	\$128.25
50 Mbps	\$165.00	\$165.00	\$165.00	\$165.00	\$180.75
100 Mbps	\$204.17	\$204.17	\$204.17	\$204.17	\$221.88
150 Mbps	\$243.33	\$243.33	\$243.33	\$243.33	\$263.00
250 Mbps	\$282.50	\$282.50	\$282.50	\$282.50	\$304.13
400 Mbps	\$321.67	\$321.67	\$321.67	\$321.67	\$345.25
500 Mbps	\$360.83	\$360.83	\$360.83	\$360.83	\$386.38
600 Mbps	\$400.00	\$400.00	\$400.00	\$400.00	\$427.50
1000Mbps	\$450.00	\$450.00	\$450.00	\$450.00	\$480.00

Feature MRC

Feature	MRC
Enhanced Multicast	\$50.00

5.1.3 Non Recurring Charges (NRC)

Standard Non Recurring Charges for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4 Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

UA Required
ROME ID#: 1-D08G096
NPW RLR: 158060v1

AT&T and Customer Confidential Information
Page 4 of 6

[ASE_NoD_custom] PS V07.23.2020
AT&T Solution No. _____
MP618D 08.06.2020

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate -TBD Please sign by January 21, 2021.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A

RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
County of Jefferson

A-1 Rates and Charges: Initial Quantities

Service Components	Quantity New	MRC, per Unit
50 Mbps CIR - Interactive • Basic Only / USOC: R6EHX	6	\$165.00
Customer Port Connection - 1 Gbps – Basic / USOC: EYQFX	19	\$150.00
Enhanced MultiCast (Per Port) – NA / USOC: EY7AE	0	\$50.00
600 Mbps CIR - Interactive • Basic Only / USOC: R6EUX	1	\$400.00
20 Mbps CIR - Interactive - Basic Only / USOC: R6EDX	12	\$115.00

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRC (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3. Initial Sites and Service Configuration

Jurisdiction: By selecting "Interstate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute more than 10% of the total traffic on the Port. By selecting "Intrastate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute 10% or less of the total traffic on the Port.

Table 1 • Complete a line for each Customer Port Connection.

Port ID#	Street Address	City	State	Jurisdiction	Geographic Location
1	820 Neches St	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
2	1149 Pearl St	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
3	525 Lakeshore Dr	Port Arthur	TX	Intrastate	Within 21 State ILEC Footprint
4	5030 Hwy69S	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
5	806 4th St	Port Arthur	TX	Intrastate	Within 21 State ILEC Footprint
6	900 4th St	Port Arthur	TX	Intrastate	Within 21 State ILEC Footprint
7	6000 Airline Dr	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
8	5000 Jerry Ware Dr	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
9	7933 Viterbo Rd	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
10	7759 Viterbo Rd	Nederland	TX	Intrastate	Within 21 State ILEC Footprint
11	5326 Hwy69S	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint

UA Required ROME ID#: 1-D08G096 NPW RLR: 158060v1	AT&T and Customer Confidential Information Page 5 of 6	{ASE_NoD_custom} PS V02.23.2020 AT&T Solution No. _____ MP618D 08.06.2020
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WK# - Interstate-InterLATA - TBD WK# - ILEC-Intrastate -TBD Please sign by January 21, 2021.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID#	Street Address	City	State	Jurisdiction	Geographic Location
12	145 S 11th St	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
13	4640 Hangar Dr	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
14	5700 Jade Ave	Port Arthur	TX	Intrastate	Within 21 State ILEC Footprint
15	4605 Jerry Ware Dr	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
16	19217 FM 365	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
17	5950 S 1st Ave	Sabine Pass	TX	Intrastate	Within 21 State ILEC Footprint
18	7780 Boyt Rd	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
19	20205 W Hwy 90	China	TX	Intrastate	Within 21 State ILEC Footprint

Table 2 – Service Components and Features associated with Customer Port Connections identified above within the 21 State ILEC Footprint.

Port ID#	Customer Port Connection Speed	CIR Speed	CIR Speed for Ports 10 Gbps &Above	Class of Service	Add'IMAC Addresses	Enhanced Multicast
1	1 Gbps Basic	50 Mbps	NIA	Interactive	No	No
2	1 Gbps Basic	600 Mbps	NIA	Interactive	No	No
3	1 Gbps Basic	50 Mbps	N/A	Interactive	No	No
4	1 Gbps Basic	50 Mbps	N/A	Interactive	No	No
5	1 Gbps Basic	50 Mbps	N/A	Interactive	No	No
6	1 Gbps Basic	20 Mbps	N/A	Interactive	No	No
7	1 Gbps Basic	20 Mbps	NIA	Interactive	No	No
8	1 Gbps Basic	20 Mbps	N/A	Interactive	No	No
9	1 Gbps Basic	50 Mbps	NIA	Interactive	No	No
10	1 Gbps Basic	20 Mbps	NIA	Interactive	No	No
11	1 Gbps Basic	50 Mbps	NIA	Interactive	No	No
12	1 Gbps Basic	20 Mbps	N/A	Interactive	No	No
13	1 Gbps Basic	20 Mbps	NIA	Interactive	No	No
14	1 Gbps Basic	20 Mbps	NIA	Interactive	No	No
15	1 Gbps Basic	20 Mbps	N/A	Interactive	No	No
16	1 Gbps Basic	20 Mbps	NIA	Interactive	No	No
17	1 Gbps Basic	20 Mbps	NIA	Interactive	No	No
18	1 Gbps Basic	20 Mbps	NIA	Interactive	No	No
19	1 Gbps Basic	20 Mbps	NfA	Interactive	No	No

End of Document

UA Required ROME ID#: 1-DO8G096 NPW RLR: 158060v1	AT&T and Customer Confidential Information Page6 of6	[ASE_NoD_custom] PS V0?23.2020 AT&T Solution No. _____ MP618D 08.06.2020
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Business Rental Preferred Rate Agreement

Company: Jefferson County Sheriff
 Contact: Judge Jeff Branick
 Address: 1149 Pearl Street
Beaumont, Texas 77701

Customer

Company: EAN Holdings, LLC
 Contact: Gary Headrick
 Address: 21503 Spring Plaza Drive
Spring, Texas 77388

Enterprise

BASE RENTAL CHARGES*

<u>VEHICLE CLASS</u>	<u>MONTHLY RATE</u>
Small Truck	<input type="checkbox"/> <u>654.00/month</u>
Standard	<input type="checkbox"/> <u>610.00/month</u>
Full-Size	<input type="checkbox"/> <u>610.00/month</u>
Premium	<input type="checkbox"/> <u>716.00/month</u>
Medium SUV	<input type="checkbox"/> <u>716.00/month</u>
Trucks	<input type="checkbox"/> <u>654.00/month</u>
Mini Vans	<input type="checkbox"/> <u>663.00/month</u>

Base Rental Charges apply to Enterprise location in the following geographic area(s): Houston, Texas government branch 06HC only.
 Rates are based on the City of Houston contract 4600014808 Vehicle Leasing Services for Various Departments.

For U.S. rentals (including Puerto Rico) outside of the geographic area(s) described above, Enterprise's affiliated entity's renting location from which the rental originates will apply a 5% discount off the standard, undiscounted daily, weekly, and monthly rates charged by the renting location. Driver Protection Products selected below, if applicable, shall not apply to these rentals.

Exclusions: Base Rental Charges are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday. Base Rental Charges do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, any optional products or services such as damage waiver (DW), liability protection, personal accident insurance and personal effects coverage (Driver Protection Products) and Roadside Assistance Program/Roadside Plus. Additional fees may be assessed for rentals from FBO locations.

MILEAGE CHARGES: Base Rental Charges for rentals in the Houston, Texas area include unlimited free. Base Rental Charges for rentals outside of the above listed participating U.S. locations may not include mileage, in which case, mileage charges charged by the renting location's branch will apply.

VEHICLE AVAILABILITY: Hybrid vehicles are subject to the availability at the renting branch and are not available at all locations. Other restrictions may apply. 12 and 15 passenger vans are subject to availability at the renting branch and are not available in all states. Unless included in the Base Rental Charges listed above, rates for these vehicles will be determined by the applicable originating Enterprise location in its discretion.

CAR CLASSES: This Agreement shall apply to all vehicles in the United States and Puerto Rico rented pursuant to this Agreement, regardless of whether the car class is listed herein, except DW and third party liability, if included in the Rate, shall not apply for rentals of exotics, high line vehicles and trucks.

ADDITIONAL TERMS AND CONDITIONS

- Term.** The term of this Business Rental Preferred Rate Agreement (Agreement) begins August 15, 2020, and shall remain in full force and effect until such time as either party provides the other party with thirty (30) days written notice.
- Rental Program.** Enterprise agrees to make its vehicles available to Employees for rental from a car rental facility which is located in the countries set forth herein and which is operated by Enterprise under the Enterprise Rent-A-Car brand name for business use or personal use. For business use rentals, occasional personal use during the business rental period is allowed. During such occasional personal use, spouses of Employees will be considered additional authorized drivers. Employees of Customer must (a) use the account number assigned by Enterprise to Customer (L062502 for rentals for business use) when making the reservation for the rental and (b) certify at the time of reservation whether the rental is for business use or personal use. This Agreement shall not apply to or cover vehicle rentals by Enterprise to an Employee from a car rental facility which is located in any other jurisdiction or is operated by Enterprise under the Alamo Rent A Car or National Car Rental brand name or any truck rental facility operated by Enterprise.
- Rental Contracts.** For each vehicle rented, the Employee must execute Enterprise's Rental Contract in the jurisdiction in which the vehicle rental occurs. Each Employee and Employee's spouse (and any person identified on page 1 of the Rental Contract as an Additional Authorized

Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay Enterprise upon demand for all rental and other charges incurred and all indemnity and other payments owed by an Employee under a Rental Contract relating to a rental for business use not timely paid by the Employee.

4. **Rental Rates.** For the first twelve (12) months following the date of this Agreement, Enterprise agrees to charge the Base Rental Charges set forth in this Agreement provided however that Customer's total payments received by Enterprise reach \$N/A ("Volume Commitment") during any calendar quarter. In the event Customer's payments to Enterprise fail to meet the Volume Commitment in any calendar quarter, Enterprise reserves the right to increase the Base Rental Charges by providing notice of such increase to Customer. In each successive 12-month period, Enterprise may modify the Base Rental Charges listed herein upon thirty (30) days' prior notice to Customer. In addition to such rate increases provided for herein, if the aggregate amount of costs incurred by EAN or the Affiliates on a collective basis for or with respect to their fleet of rental vehicles for a given model year increases by more than 10% of the aggregate amount of costs for such vehicles during the prior model year, EAN shall increase the Rates by providing Customer with thirty (30) days notice of such increase in Rates. Base Rental Charges may not apply in certain cities during special events, major holidays, and peak seasonal demand periods. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof ("Day"). All Base Rental Charges and surcharges are supplied in local currency.

ENTERPRISE

By _____
 Name: _____
 Title: _____
 Date: _____

5. **Miscellaneous.** Except as otherwise required by law, Customer agrees to maintain the confidentiality of the pricing offered to Customer and all other terms under this Agreement, including but not limited to the Account Number(s) assigned to Customer. This Agreement and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed.

6. **Offsets.** The parties agree that Enterprise/Provider may, from time to time and upon notice to Customer, offset any amounts that are owed to Enterprise/Provider from the Customer against amounts owed to the Customer, in the ordinary course of business. Enterprise/Provider shall have the ability to discontinue this right to offset (in whole or in part), upon advance written notice to the Customer.

7. **Assignment.** After provided a 30-day written notice, customer hereby consents to an assignment by Enterprise/Provider to any of Enterprise's/Provider's affiliated companies or a corporate successor upon conversion, merger or consolidation.

CUSTOMER

By _____
 Name: Jeff Branick
 Title: County Judge
 Date: 09/01/2020



DISPUTE RESOLUTION CENTER OF JEFFERSON COUNTY

Jefferson County Courthouse-Annex 1 • 215 Franklin, Ste 131A, Beaumont, TX 77701
Phone: (409) 835-8747 • Fax: (409) 784-5811 • Website: www.co.jefferson.tx.us

Date: August 21, 2020
To: Fran Lee, Auditor's Office
Re: Dispute Resolution Center - Request to Transfer Funds

Hi Fran,

I am requesting the following funds be moved from Dispute Resolution Center's Account #120-2060-412.50-62 (Travel Expenses):

- \$800.00 moved from Account #120-2060-412.50-62 (Travel Expenses) to Account #120-2060-412.30-78 (Office Supplies). The funds are needed to cover the increased cost of office supplies.
- \$250.00 moved from Account #120-2060-412.50-62 (Travel Expenses) to Account #120-2060-412.50-77 (Contractual Services). The funds are needed to cover the increased cost of water service.

Please let me know if you have any questions. Thank you so much for your help with this.

Sincerely,

A handwritten signature in black ink that reads "Kara Hawthorn".

Kara Hawthorn
Executive Director

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

Eddie Arnold
Jefferson County
Commissioner Pct. #1

MEMORANDUM

TO: Fran Lee, Auditing
FROM: Ann Shorts, Pct. #1 Road and Bridge
DATE: 08-24-2020
RE: Transfer

1. Requesting a budget transfer as follows:

\$2,500.00 from Account 111-0105-431.30-34 (Diesel Fuel)
\$5,000.00 from Account 111-0105-431.30-37 (Gasoline)
\$7,500.00 to Account 111-0102-431.10-05 (Extra Help)
The requested transfer will allow for extra help to complete road work.

2. Requesting a budget transfer as follows:

\$5000.00 from Account 111-0105-431.30-34 (Diesel Fuel)
\$5000.00 to Account 111-0105-431.30-84 (Minor Equipment)
The requested transfer is for the purchase of a new lawnmower.

Please put this on the agenda for Tuesday September 1, 2020, for Court's approval.

Thank you,

Pct. #1 Road and Bridge

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: AUGUST 25, 2020

The following budget transfer for the Risk Management is necessary for additional cost for postage:

120-1016-415-4052 Postage \$35

120-1016-415-5062 Travel \$35



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Charlie Porter
Chief of Law Enforcement
cporter@co.jefferson.tx.us

John Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauberger
Jefferson County Sheriff's Department

RE: Transfer Funds

DATE: August 20, 2020

Please transfer \$100,000 from budget account 120-3062-423-10-45 (Sergeant), \$50,000 from budget account 120-3062-423-10-02 (Assistants & Clerks), \$150,000 from budget account 120-3062-423-10-72 (Maintenance Crew), and \$100,000 from budget account 120-3062-423-20-03 (Employee's Insurance) to 120-3062-423-50-77 (Contractual Services) for inmate medical services.

A handwritten signature of John Shauberger in black ink.

Chief John Shauberger

FIRST CONTRACT RENEWAL
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

Contract No. 20202144900-412-01

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

WHEREAS OAG certified and contracted with **Appriss Inc.** (“**Vendor**”) as the statewide vendor to provide SAVNS to each of the Participating Entities (“OAG Certification Agreement”);

WHEREAS Jefferson County, TX (“Named Entity”) as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. 20192044900-412-01 under which VENDOR would provide SAVNS to Named Entity (the “Contract”);

WHEREAS SECTION 1 of the Contract permitted the Named Entity to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a “Renewal Term”) to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2022;

NOW, THEREFORE, THIS **FIRST CONTRACT RENEWAL** is exercised by Named Entity as follows:

The Contract is set to terminate on August 31, 2020. The Contract is hereby renewed, with this First Contract Renewal Term (“First Renewal Term”) to begin on September 1, 2020 and end of August 31, 2021. Pursuant to Section 1 of the Contract, this First Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

Named Entity by:

Signature

Date

Name

Title

Acknowledged by Appriss Inc.

Signature

8/17/2020

Date

Joshua P. Bruner

EVP Operations, GM Victim Services & Programs

Name

Title

NAME

AMOUNT

CHECK NO.

TOTAL

ROAD & BRIDGE PCT.#1

KINSEL FORD, INC.	40.40	474752
AT&T	67.02	474781
VERIZON WIRELESS	75.98	474815
ADVANCE AUTO PARTS	28.79	474868

212.19**

ROAD & BRIDGE PCT.#2

CRABTREE BARRICADE SYSTEMS, INC.	8,511.75	474737
EASTEX RUBBER & GASKET	178.50	474738
MUNRO'S	20.46	474759
PHILPOTT MOTORS, INC.	189.87	474763
MARTIN PRODUCT SALES LLC	5,696.00	474840
NEW WAVE WELDING TECHNOLOGY	7.75	474849

14,604.33**

ROAD & BRIDGE PCT. # 3

SPIDLE & SPIDLE	1,082.86	474729
RB EVERETT & COMPANY, INC.	111.76	474740
GULF COAST AUTOMOTIVE, INC.	764.53	474743
ENTERGY	213.05	474745
LOUIS' YAZOO SALES & SERVICE, LLC	52.95	474754
MUNRO'S	23.85	474759
S.E. TEXAS BUILDING SERVICE	43.33	474779
TIME WARNER COMMUNICATIONS	123.58	474784
ATTABOY TERMITES & PEST CONTROL	18.00	474852
SAM'S CLUB DIRECT	231.04	474867
CY-FAIR TIRE	10.00	474900
SAVANT'S ELECTRIC COMPANY	6,400.00	474907

9,074.95**

ROAD & BRIDGE PCT.#4

SPIDLE & SPIDLE	2,730.41	474729
CITY OF BEAUMONT - WATER DEPT.	20.54	474734
ENTERGY	1,042.17	474745
M&D SUPPLY	57.39	474755
MUNRO'S	161.00	474759
PORT ARTHUR NEWS, INC.	87.00	474764
SMART'S TRUCK & TRAILER, INC.	355.71	474778
DEPARTMENT OF INFORMATION RESOURCES	.12	474799
PETROLEUM SOLUTIONS, INC.	256.55	474835
ON TIME TIRE	190.00	474863
GULF COAST	156.21	474902

5,057.10**

ENGINEERING FUND

OFFICE DEPOT	424.24	474760
VERIZON WIRELESS	331.34	474814
UNITED STATES POSTAL SERVICE	3.80	474820

89.10**

PARKS & RECREATION

ENTERGY	245.83	474745
M&D SUPPLY	101.41	474755
OIL CITY TRACTORS, INC.	79.16	474761
SPRINT WASTE SERVICES LP	310.80	474875

737.20**

GENERAL FUND

TAX OFFICE

GULF COAST INSURANCE AGENCY	71.00	474744
OFFICE DEPOT	223.76	474760
ACE IMAGEWEAR	47.80	474776
DEPARTMENT OF INFORMATION RESOURCES	.17	474799
UNITED STATES POSTAL SERVICE	711.87	474820
ROCHESTER ARMORED CAR CO INC	378.40	474855

1,433.00*

COUNTY HUMAN RESOURCES

OFFICE DEPOT	116.36	474760
CDW COMPUTER CENTERS, INC.	284.05	474796

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE SOUTHEAST TEXAS OCCUPATIONAL MEDICI	2.10 150.00	474820 474883	552.51*
AUDITOR'S OFFICE			
OFFICE DEPOT UNITED STATES POSTAL SERVICE	628.99 29.59	474760 474820	658.58*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE FILEX SYSTEMS, INC. ENGINEERING INNOVATION	442.44 1,116.95 193.73	474820 474857 474884	1,753.12*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE HARVEY L WARREN III GREGORY LAW FIRM GREGORY LAW FIRM WILLIAM FORD DISHMAN JAN GIROUARD & ASSOCIATES LLC	13.83 950.00 500.00 500.00 500.00 400.00	474820 474853 474859 474860 474872 474882	2,863.83*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.76	474820	1.76*
COUNTY TREASURER			
OFFICE DEPOT UNITED STATES POSTAL SERVICE	128.27 69.38	474760 474820	197.65*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	5.06	474820	5.06*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT SPINDLETOP MHMR TIME WARNER COMMUNICATIONS MSC SYSTEMS ADVANCED STAFFING TOWER COMMUNICATIONS, INC.	25.00 34,323.66 226.44 300.00 97.50 2,517.00	474751 474753 474786 474793 474794 474818	37,489.60*
DATA PROCESSING			
VERIZON WIRELESS	75.98	474815	75.98*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	187.75	474820	187.75*
ELECTIONS DEPARTMENT			
SAM'S CLUB DIRECT	474.48	474867	474.48*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT UNITED STATES POSTAL SERVICE	55.00 69.62	474751 474820	124.62*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	194.88	474820	194.88*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A. OFFICE DEPOT UNITED STATES POSTAL SERVICE	1,785.00 71.48 1.84	474742 474760 474820	1,858.32*
60TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
SIERRA SPRING WATER CO. - BT	4.99	474825	4.99*
252ND DISTRICT COURT			
MIKE VAN ZANDT	8,750.00	474791	
UNITED STATES POSTAL SERVICE	9.56	474820	8,759.56*
279TH DISTRICT COURT			
WENDELL RADFORD	700.00	474766	
NATHAN REYNOLDS, JR.	500.00	474768	
CHARLES ROJAS	200.00	474798	
KIMBERLY PHELAN, P.C.	500.00	474839	
TONYA CONNELL TOUTPS	300.00	474848	
ALICIA K HALL	150.00	474862	
MATUSKA LAW FIRM	1,050.00	474876	
THE PARDUE LAW FIRM, PLLC	1,330.00	474912	4,730.00*
317TH DISTRICT COURT			
CHARLES ROJAS	150.00	474798	
GLEN M. CROCKER	300.00	474827	
KIMBERLY PHELAN, P.C.	300.00	474839	750.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	31.12	474820	31.12*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.25	474799	.25*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	17.28	474820	
SIERRA SPRING WATER CO. - BT	37.74	474822	55.02*
JUSTICE COURT-PCT 7			
AT&T	33.51	474781	
DEPARTMENT OF INFORMATION RESOURCES	.19	474799	33.70*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	.42	474820	
LEXIS-NEXIS	80.00	474821	80.42*
COUNTY COURT AT LAW NO. 2			
DONALD BOUDREAUX	250.00	474733	
NATHAN REYNOLDS, JR.	400.00	474768	
JOHN D WEST	400.00	474800	
UNITED STATES POSTAL SERVICE	5.03	474820	
JOEL WEBB VAZQUEZ	250.00	474836	1,305.03*
COUNTY COURT AT LAW NO. 3			
JEFFERSON CTY. BAR ASSOCIATION	125.00	474749	
CHARLES ROJAS	300.00	474798	
JOHN D WEST	400.00	474800	
UNITED STATES POSTAL SERVICE	6.77	474820	
LANGSTON ADAMS	400.00	474831	
THE SAMUEL FIRM, PLLC	250.00	474899	1,481.77*
MEDIATION CENTER			
OFFICE DEPOT	55.21	474760	
SOUTHEAST TEXAS WATER	97.35	474780	
TRI-CITY COFFEE SERVICE	95.60	474790	
UNITED STATES POSTAL SERVICE	8.38	474820	256.54*
SHERIFF'S DEPARTMENT			

NAME

AMOUNT

CHECK NO.

TOTAL

CDW COMPUTER CENTERS, INC.	170.43	474796	
DEPARTMENT OF INFORMATION RESOURCES	537.28	474799	
VERIZON WIRELESS	3,381.17	474817	
UNITED STATES POSTAL SERVICE	802.93	474820	
BEAUMONT OCCUPATIONAL SERVICE, INC.	209.70	474828	
LEADSONLINE	5,508.00	474845	
ATTABOY TERMITE & PEST CONTROL	55.02	474852	
rita hurt	1,100.00	474861	
			11,764.53*
CRIME LABORATORY			
COLLABORATIVE TESTING SERVICES SANITARY SUPPLY, INC.	2,360.00	474736	
HENRY SCHEIN, INC.	125.92	474771	
VERIZON WIRELESS	439.36	474773	
CAYMAN CHEMICAL COMPANY	75.98	474813	
AIRGAS USA, LLC	844.00	474854	
	229.30	474895	
			4,074.56*
JAIL - NO. 2			
AUDILET TRACTOR SALES	136.30	474730	
BOB BARKER CO., INC.	3,551.32	474731	
BEAUMONT TRACTOR COMPANY	24.79	474732	
JACK BROOKS REGIONAL AIRPORT	288.60	474750	
SCOOTER'S LAWNMOWERS	54.27	474774	
DEPARTMENT OF INFORMATION RESOURCES	1.71	474799	
EPIC CARD SERVICES LLC	476.00	474866	
MATERA PAPER COMPANY INC	19.11	474869	
THE MONOGRAM SHOP	9.00	474885	
CORRHEALTH LLC	371,837.53	474889	
TRINITY SERVICES GROUP INC	22,971.67	474901	
			399,370.30*
JUVENILE PROBATION DEPT.			
LARONDA TURNER	123.63	474762	
VERIZON WIRELESS	53.05	474815	
UNITED STATES POSTAL SERVICE	110.79	474820	
			287.47*
JUVENILE DETENTION HOME			
FLOWERS FOODS	118.63	474833	
BEN E KEITH FOODS	2,796.27	474834	
CONSTABLE PCT 1			
VERIZON WIRELESS	227.94	474815	
UNITED STATES POSTAL SERVICE	10.14	474820	
			238.08*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	474815	
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	474815	
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	474815	
UNITED STATES POSTAL SERVICE	3.51	474820	
			113.97*
CONSTABLE PCT. 7			
AT&T	33.51	474781	
MOTOROLA SOLUTIONS INC	4,124.14	474795	
VERIZON WIRELESS	113.97	474815	
			4,271.62*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	474815	
HEALTH AND WELFARE NO. 1			
			113.97*

NAME	AMOUNT	CHECK NO.	TOTAL
CLAYBAR FUNERAL HOME, INC.	3,120.00	474735	
UNITED STATES POSTAL SERVICE	56.93	474820	
THE MEDICAL PROTECTIVE COMPANY	4,035.00	474871	7,211.93*
HEALTH AND WELFARE NO. 2			
AT&T THE MEDICAL PROTECTIVE COMPANY	33.51 4,035.00	474781 474871	4,068.51*
NURSE PRACTITIONER			
SIERRA SPRING WATER CO. - BT	6.00	474824	
LESLIE RIGGS	921.16	474879	
SOPHIA LEBLANC	16.23	474903	943.39*
CHILD WELFARE UNIT			
ROSS DRESS FOR LESS, INC.	596.79	474841	596.79*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.35	474799	.35*
INDIGENT MEDICAL SERVICES			
TDS OPERATING INC	139.50	474888	139.50*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	13,255.56	474734	
ENTERGY	37,274.63	474745	
AT&T	6,486.67	474781	
DEPARTMENT OF INFORMATION RESOURCES	765.50	474799	
AT&T GLOBAL SERVICES	2,835.00	474832	60,617.36*
MAINTENANCE-PORT ARTHUR			
AT&T TIME WARNER COMMUNICATIONS TIME WARNER COMMUNICATIONS DEPARTMENT OF INFORMATION RESOURCES	61.92 101.74 436.77 .18	474781 474785 474788 474799	600.61*
MAINTENANCE-MID COUNTY			
RITTER @ HOME SANITARY SUPPLY, INC.	42.80 614.10	474769 474771	
ACE IMAGEWEAR	35.77	474776	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	17.80	474880	710.47*
SERVICE CENTER			
ACTION AUTO GLASS	587.91	474728	
SPIDLE & SPIDLE	4,794.86	474729	
J.K. CHEVROLET CO.	202.83	474748	
KINSEL FORD, INC.	161.32	474752	
M&D SUPPLY	136.26	474755	
THE MUFFLER SHOP	300.00	474758	
MUNRO'S	163.61	474759	
PHILPOTT MOTORS, INC.	652.39	474763	
RITTER @ HOME	21.52	474769	
JEFFERSON CTY. TAX OFFICE	7.50	474801	
JEFFERSON CTY. TAX OFFICE	7.50	474802	
JEFFERSON CTY. TAX OFFICE	7.50	474803	
JEFFERSON CTY. TAX OFFICE	7.50	474804	
JEFFERSON CTY. TAX OFFICE	7.50	474805	
JEFFERSON CTY. TAX OFFICE	7.50	474806	
JEFFERSON CTY. TAX OFFICE	7.50	474807	
JEFFERSON CTY. TAX OFFICE	7.50	474808	
JEFFERSON CTY. TAX OFFICE	7.50	474809	
JEFFERSON CTY. TAX OFFICE	7.50	474810	
JEFFERSON CTY. TAX OFFICE	7.50	474811	
JEFFERSON CTY. TAX OFFICE	7.50	474812	
LOWE'S HOME CENTERS, INC.	150.63	474829	

NAME	AMOUNT	CHECK NO.	TOTAL
BUMPER TO BUMPER	624.48	474837	
AMERICAN TIRE DISTRIBUTORS	440.64	474850	
LIBERTY TIRE RECYCLING LLC	387.75	474851	
ATTABOY TERMITE & PEST CONTROL	189.44	474852	
mighty of SOUTHEAST TEXAS	759.63	474858	
ADVANCE AUTO PARTS	213.51	474868	
SILSBEE FORD INC	1,748.54	474874	
THIS GUYS TOOLS, LLC	245.00	474898	
VETERANS SERVICE			11,870.32*
UNITED STATES POSTAL SERVICE	4.47	474820	
MOSQUITO CONTROL FUND			4.47*
M&D SUPPLY	121.75	474755	
MUNRO'S	88.04	474759	
PHILPOTT MOTORS, INC.	326.88	474763	
SETZER HARDWARE, INC.	64.58	474775	
LJA ENGINEERING INC	317.50	474864	
SPANKY'S WRECKER SERVICE INC	150.00	474865	
O'REILLY AUTO PARTS	384.13	474893	
FEMA EMERGENCY			1,452.88**
SANITARY SUPPLY, INC.	765.16	474772	
WES VICE HARDWOODS & SUPPLY INC	524.85	474905	
JORDYN ROBERTS	375.00	474906	
TAMMY LYN SAIN	150.00	474910	
J.C. FAMILY TREATMENT			1,815.01**
KELLY WEBSTER	15.99	474842	
LAW LIBRARY FUND			15.99**
LEXISNEXIS MATTHEW BENDER	1,232.69	474830	
THOMSON REUTERS-WEST	510.00	474870	
JUVENILE PROB & DET. FUND			1,742.69**
REGION V EDUCATION SERVICE CENTER	2,500.00	474767	
VERIZON WIRELESS	70.29	474815	
COMMUNITY SUPERVISION FND			2,570.29**
OFFICE DEPOT	327.60	474760	
PRIORITY MANAGEMENT, INC.	43.00	474765	
TIME WARNER COMMUNICATIONS	149.84	474787	
DEPARTMENT OF INFORMATION RESOURCES	1.10	474799	
VERIZON WIRELESS	43.10	474815	
UNITED STATES POSTAL SERVICE	181.26	474820	
JCCSC	370.00	474856	
JEFF. CO. WOMEN'S CENTER			1,115.90**
EFFICIENT SYSTEMS, INC.	89.00	474739	
ENTERGY	1,752.38	474745	
ISI COMMERCIAL REFRIGERATION	105.00	474747	
MARKET BASKET	140.37	474756	
KIM MCKINNEY, LPC, LMFT	1,125.00	474757	
SYSKO FOOD SERVICES, INC.	797.66	474783	
BURT WALKER PARTNERS, LTD	4,500.00	474792	
DEPARTMENT OF INFORMATION RESOURCES	.23	474799	
VERIZON WIRELESS	16.14	474815	
BEN E KEITH FOODS	929.41	474834	
ROCHESTER ARMORED CAR CO INC	123.36	474855	
MATERA PAPER COMPANY INC	1,037.35	474869	
WASTEWATER TRANSPORT SERVICES LLC	248.00	474877	
STERICYCLE, INC	35.00	474890	
COUNTY CLERK - RECORD MGT			10,898.90**

NAME	AMOUNT	CHECK NO.	TOTAL
MANATRON FILEX SYSTEMS, INC.	22,064.48 2,439.05	474846 474857	24,503.53**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.94	474815	227.94**
HOTEL OCCUPANCY TAX FUND			
M&D SUPPLY	113.00	474755	
MUNRO'S	93.09	474759	
TRIANGLE BLUE PRINT CO., INC.	60.20	474789	
TRI-CITY COFFEE SERVICE	192.55	474790	
DEPARTMENT OF INFORMATION RESOURCES	1.80	474799	
UNITED STATES POSTAL SERVICE	22.45	474820	
DISH NETWORK	128.64	474843	
JOSEPH SEMIEN	12.65	474844	
MATERA PAPER COMPANY INC	321.39	474869	
CRIME LAB FUNDING CJD			945.77**
SHI GOVERNMENT SOLUTIONS, INC.	6,915.00	474826	6,915.00**
COUNTY CLERK HAVA FUND			
HART INTER CIVIC	37,165.00	474746	37,165.00**
CAPITAL PROJECTS FUND			
LJA ENGINEERING INC	918.23	474864	
WILLIAM EDWARD KESTLER	400.00	474878	
SPAUGLASS CONSTRUCTION CORP	27,858.37	474897	
COASTAL RESTORATION PRJCT			29,176.60**
TIM RICHARDSON	9,000.00	474873	9,000.00**
AIRPORT FUND			
SPIDLE & SPIDLE	441.22	474729	
BEAUMONT TRACTOR COMPANY	43.48	474732	
W.W. GRAINGER, INC.	54.21	474741	
MUNRO'S	86.17	474759	
OFFICE DEPOT	551.70	474760	
RALPH'S INDUSTRIAL ELECTRONICS	70.80	474770	
SHERWIN-WILLIAMS	146.03	474777	
S.E. TEXAS BUILDING SERVICE	4,246.66	474779	
VERIZON WIRELESS	37.99	474815	
LOWE'S HOME CENTERS, INC.	244.83	474829	
ATTABOY TERMITES & PEST CONTROL	134.01	474852	
TITAN AVIATION FUELS	43,158.34	474896	
ADB SAFEGATE AMERICAS LLC	233.05	474909	
SE TX EMP. BENEFIT POOL			49,448.49**
UNITED HEALTHCARE SERVICES INC	111,016.22	474904	111,016.22**
LIABILITY CLAIMS ACCOUNT			
STEVENS BALDO & LIGHTY PLLC	545.00	474887	545.00**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	265.95	474815	265.95**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	1,239.96	474750	
OFFICE DEPOT	193.62	474760	
RITTER @ HOME	72.68	474769	
SUN COAST RESOURCES, INC.	10,937.13	474782	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	474797	
VERIZON WIRELESS	151.96	474816	

NAME

NAME	AMOUNT	CHECK NO.	TOTAL
SIERRA SPRING WATER CO. - BT	181.93	474823	
BUMPER TO BUMPER	84.65	474837	
PORTER-STRAIT INSTRUMENT CO., INC.	4,850.00	474838	
THE DINGO GROUP-PETE JORGENSÓN MARI	582.28	474847	
ATTABOY TERMITE & PEST CONTROL	18.34	474852	
GALLS LLC	144.00	474881	
VECTOR SECURITY	39.95	474886	
IMAGE 360 BEAUMONT	1,393.19	474891	
THE GOODYEAR TIRE & RUBBER COMPANY	138.10	474892	
ANDREA SYSTEMS LLC	12,027.00	474894	
SAFEFLOOR LLC	4,680.00	474908	
BOEING DISTRIBUTION, INC	38.59	474911	
			36,833.38**
			930,755.30***



Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 1st day of September, 2020, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

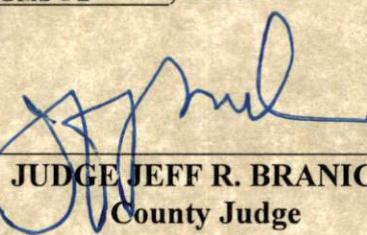
WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on March 13, 2020; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the COVID-19 PANDEMIC and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on March 13, 2020.

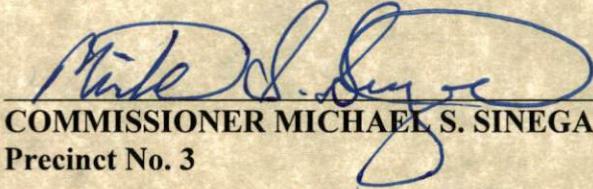
SIGNED this 1st day of September, 2020.

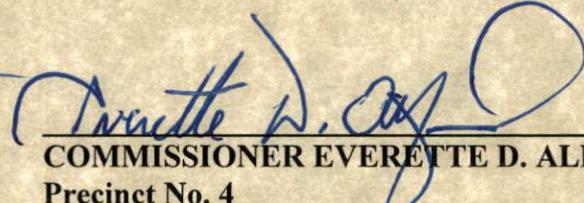


JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4





Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 1st day of September, 2020, on motion made by Michael S Sinegal, Commissioner of Precinct No. 3, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

RESOLUTION TO EXTEND DISASTER DECLARATION FOR HURRICANE LAURA

WHEREAS, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

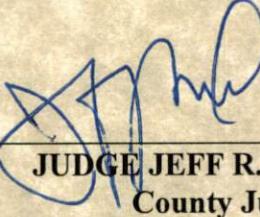
WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on August 23, 2020; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

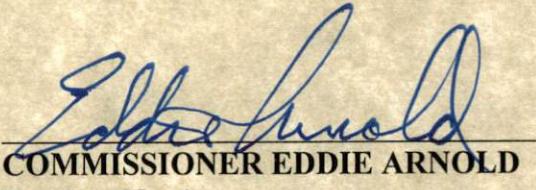
WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by Hurricane Laura and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on August 23, 2020.

SIGNED this 1st day of September, 2020.

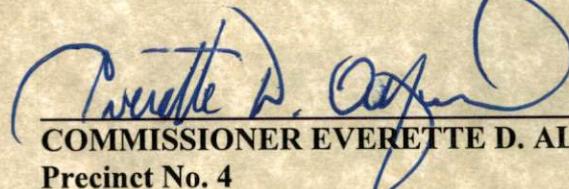

 JUDGE JEFF R. BRANICK
 County Judge




 COMMISSIONER EDDIE ARNOLD
 Precinct No. 1


 COMMISSIONER BRENT A. WEAVER
 Precinct No. 2


 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3


 COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

**AGENDA ITEM****September 1, 2020**

Consider, possibly approve, authorize the County Judge to execute, receive and file a Property Tax Agreement between Jefferson County and Port Arthur Terminal LLC pursuant to Sec. 312.401 Texas Tax Code.



STATE OF TEXAS

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COUNTY OF JEFFERSON

ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Port Arthur Terminal LLC. (hereinafter sometimes referred to as "PAT" or "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property (a land lease) located within the Project Fairway Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated August 4, 2020 (hereinafter referred to as the "REINVESTMENT ZONE"; and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the REINVESTMENT ZONE, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a new advanced intermodal energy distribution and blending facility and related improvements (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being within the Port of Port Arthur, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the Reinvestment Zone boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE PROJECT FAIRWAY REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise (See Exhibit E).

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of this AGREEMENT. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of this AGREEMENT for use in preparing the schedule to be attached as an exhibit to this AGREEMENT before execution specifying the Base Year Value for all purposes of the AGREEMENT.

“Base year”, for the parties to this AGREEMENT, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of

electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing this AGREEMENT is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing/blending jobs in Jefferson County.

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2022 and shall terminate on December 31, 2026, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2020, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: "Tax Abatement Schedule," OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the first quarter, 2022, maintain a level of not less than 32 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of May 1, 2020 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 32 full-time jobs for total on site employment by owner (including affiliates as defined in Exhibit E) during said term. In the event that such employment falls below 32 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
A2 = revised Abatement \$s
E1 = 32 full-time jobs
E2 = revised employee count
A2 = A1 x (E2/E1)

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$130 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that OWNER is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
 - i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER (and affiliates as defined in Exhibit E) agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;

- h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disproportionately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disproportionately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of

HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREE Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

- o. Notwithstanding anything to the contrary set forth in this Article 5 or elsewhere in this Agreement, neither OWNER nor any of its contractors shall be obligated by this AGREEMENT to hire, engage or otherwise involve or permit the involvement of any local labor, vendors, suppliers, contractors, or HUB/DBE vendors, or permit any of the foregoing to participate in bidding processes.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value of the New Eligible Property attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2020 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty

improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation.

It is specifically understood and agreed by OWNER that, if at any time during the term of the abatement pursuant to this agreement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages set forth in this AGREEMENT if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the

defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, pandemics and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress not resulting from a Force Majeure Event.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations not subject to reasonable challenge by OWNER.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, applications, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

17. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: Mr. Adam Altsuler
Chief Financial Officer
Port Arthur Terminal LLC
811 Main Street #2800
Houston, TX 77002

With copies to: Mr. Keith Benson
General Counsel
Port Arthur Terminal LLC
811 Main Street #2800
Houston, TX 77002

Mr. Geoffrey J. Troan
301 E. Pine Street
Suite 700
Orlando, FL 32801
Port Arthur Terminal LLC
811 Main Street #2800
Houston, TX 77002
Attn. General Counsel

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With copies to: Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

18. MERGER

This clause intentionally deleted as repetitive for this Agreement to Article 15.

19. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

20. APPLICABLE LAW AND VENUE

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

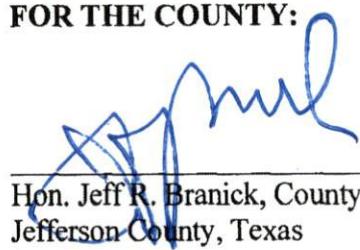
21. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

[Signature Page Follows]

Executed in duplicate this the 12th day of August, 2020.

FOR THE COUNTY:



Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

FOR OWNER:



Keith Benson
Vice President, General Counsel
Port Arthur Terminal, LLC

EXHIBIT A “Description of Project”

The Project:

The proposed project is an advanced intermodal energy terminal. The proposed facility would serve as a strategic origin-destination pair for USDG’s Diluent Recovery Unit (“DRU”) program within USDG’s network of terminal facilities. The DRU program is part of USDG’s patented DRUbit™¹ process, which improves the efficiency/effectiveness of converting Canadian tar sands into suitable input material for the US energy refining industry.

The proposed facility will be strategically located along the Sabine-Neches Waterway on a 220-acre site that USDG has leased from the Kansas City Southern Railway. It will be designed to unload crude oil from railcars, receive condensate and light crude oil from pipeline feeds and barge docks, blend-to-spec, and deliver product to market via pipeline and barge.

USDG, by and through its subsidiary Port Arthur Terminal LLC (“PAT”), will build, own, and operate the facility, which will consist of the following Phase I components: a) Rail track and unloading infrastructure to accommodate unit trains; b) Internal floating roof storage tanks; c) Blend manifold for custom blending; d) Dock facilities for inland barges; and e) A bidirectional pipeline to the Phillips 66 refinery.

The OWNER:

US Development Group, or USDG, and its Affiliates are engaged in designing, developing, owning and managing large-scale multi-modal logistics centers and energy-related midstream infrastructure across North America. USDG is currently owned by its employees, Energy Capital Partners and Goldman Sachs.

USDG has historically utilized rail transportation as its competitive platform to provide timely, efficient, flexible and cost-effective midstream infrastructure for its customers to access the most competitive markets. USDG seeks to understand the underlying energy industry dynamics in order to develop logistic solutions and proactively solve the strategic needs of its customers and partners in a sustainable fashion. USDG’s approach includes managing the entire process of designing, financing, constructing, operating and owning a growing North American network of rail terminal facilities and other high quality, complementary infrastructure across the midstream value chain.

USDG believes that its operating and project development expertise is unparalleled.

USDG was among the first companies to successfully develop the hydrocarbon-by-rail concept. USDG has built or operated 14 unit train-capable origination and destination terminals with an aggregate capacity of over 850,000 barrels per day and has safely handled

¹ DRUbit™ is a trademark of DRU Assets LLC, an Affiliate of USDG. All rights reserved.

over 170 million barrels of liquid hydrocarbons and biofuels. USDG's senior management team has an average of over 25 years of experience in the energy, transportation, refining, commodities trading, logistics and financial industries. Additionally, USDG has an outstanding track record for safety, as evidenced by over a dozen nationally recognized safety awards received in recent years.

Additional information on USDG, the parent company for Port Arthur Terminal LLC is available at the following web address: www.usdg.com.

“Tax Abatement Schedule”

Tax Year	Abatement Percentage
1 2022	100%
2 2023	100%
3 2024	90%
4 2025	80%
5 2026	70%

EXHIBIT B "Base Year Property"

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

EXHIBIT C – “Reinvestment Zone Order”

EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.

EXHIBIT "E" - AFFILIATES OF OWNER

The project will be constructed and managed by Port Arthur Terminal LLC ("PAT"), which operates as a wholly owned subsidiary of US Development Group, LLC. US Development Group, LLC has no other affiliates in Jefferson County Texas.

The jobs generated by the project will be employees of Port Arthur Terminal LLC, US Development Group, LLC and its other Affiliates, and PAT's contractors, including RailServe Inc. RailServe is a division of Marmon Inc, which is in turn a division of Berkshire Hathaway Inc.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

August 11, 2020

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 20-023/JW), Sale of Ford Park Entertainment Complex. **Specifications for this invitation for bid may be obtained from the Jefferson County Purchasing website at: <https://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 three (3) 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 located at 1149 Pearl Street (1st floor, Historic Courthouse) Beaumont, Texas 77701 at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: **Sale of Ford Park Entertainment Complex**

BID NO: **IFB 20-023/JW**

DUE DATE/TIME: **11:00 AM CT, Friday, August 28, 2020**

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

Any questions relating to these bid requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us. Bidders may submit technical questions or a site visit request to Steve Stafford, County Engineer at 409-835-8584 or sstafford@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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 12, 2020 & August 19, 2020

Table of Contents

Table of Contents.....	1
Instructions to Bidders.....	2
Minimum Specifications.....	6
Bidder Information Form.....	10
Offer to Contract Form	11
Acceptance of Offer Form.....	12
Bid Form.....	13

APPENDIX A: Spectra Venue Management Agreements

- Jefferson County Program Income Statement
- Spectra Venue Management Agreement
- Spectra Venue Management Agreement (Amendment No. 1)
- Spectra Venue Management Agreement (Amendment No. 2)
- Spectra Venue Management Agreement (Amendment No. 3)

APPENDIX B: Naming & Advertising Rights Agreements

- Naming & Advertising Rights Agreement (2003)
- Naming & Advertising Rights Agreement (2008)
- Naming & Advertising Rights Agreement (2013)
- Naming & Advertising Rights Agreement (2018-2021)

APPENDIX C: Sponsorship Agreements

- Community Bank Sponsorship Agreement
- Miller Sponsorship Agreement

APPENDIX D: Vendor Agreements

- Ticketmaster Agreement (February 2003)
- Ticketmaster Agreement (February 2011)
- Pepsi Agreement (2016)
- Swanson Agreement (September 2006)
- Pritchard Cleaning Service Agreement

APPENDIX E: Commercial Lease Agreement

- YM&BL Commercial Lease Agreement (January 2003)

APPENDIX F: Land Lease Agreements

- Golden Triangle Sports Academy Lease Agreement (2014)
- Southeast Texas Baseball Academy Lease Agreement (2001)
- Southeast Texas Baseball Academy Lease Agreement (2002)

APPENDIX G: RV Park Management Agreements

- Assumed Name Certificate
- Gulf Coast RV Resort Management Agreement (2000)
- Gulf Coast RV Resort Management Agreement (2015)

APPENDIX H: Deeds

- Deed of Gift (Phelan)
- Special Warranty Deed (Phelan)

APPENDIX I: Survey, Site Plans, Aerials

APPENDIX J: Ford Park Building Plans (Arena, Arena Floor Plans, Ball Fields)

Bidder is responsible for submitting: One (1) *original* and three (3) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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.

<http://www.co.jefferson.tx.us/purchasing/main.htm>

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, 1st 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.

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.

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 bid 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.**

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to have their temperature taken (and pass), apply hand sanitizer (provided), and wear a mask within the courthouse. If a visitor does not have a mask on-hand, one will be provided. At times, these precautions may slow entry into the courthouse. 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.

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 – 2018:

January 1	Monday	New Year's
January 15	Monday	Martin Luther King, Jr. Day
February 19	Monday	President's Day
March 30	Friday	Good Friday
May 28	Monday	Memorial Day
July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
November 12	Monday	Veteran's Day
November 22 & 23	Thursday & Friday	Thanksgiving
December 24 & 25	Monday & Tuesday	Christmas
January 1, 2019	Tuesday	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. 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. 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 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 highest dollar offeror 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.

9. 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.

10. 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.

11. Bid Results

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

12. Changes and Addenda to Bid Documents

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

13. Specifications

Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. 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.

15. Currency

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

16. 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.

17. 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.

18. Definitions

"County" – Jefferson County, Texas.

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

19. 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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable.

Questions / Site Visit Requests

Any questions relating to these bid requirements should be directed to Jamey West, Assistant Purchasing Agent, at 409-835-8593 or jwest@co.jefferson.tx.us

Bidders may submit technical questions or a site visit request to Steve Stafford, County Engineer at 409-835-8584 or sstafford@co.jefferson.tx.us.

Important Note: Bid Requirement/Technical Questions and Site Visit Requests must be submitted (per instructions above) no later than 11:00 am CT, Friday, August 21, 2020.

Objective

The Jefferson County Purchasing Department will receive sealed bids for the Sale of the Ford Park Entertainment Complex located at 5115 IH-10 South, Beaumont, Texas 77705; with a Minimum Bid Amount of \$22,000,000.00.

Jefferson County has determined that the above-identified parcel will be put up for public sale and will consider offers from potential buyers for the sale of the parcel.

Jefferson County reserves the right to reject any or all offers to buy the property or properties and to provide preference to a governmental agency or a non-profit that is support the needs of the County. The County further reserves the right, that if the land is not sold, to dispose of the property as it sees fit.

The above property is sold "as is, where is."

Bidder Qualifications and Responsibilities

It will be the Bidder's Responsibility to fully research the complex and its site plan, as well as any contracts, deeds, leases, or any other agreements for which the Ford Park Entertainment Complex and/or its facilities are legally bound.

FINANCIALS:

Bidder will be required to submit with bid submission a copy of their organization's/firm's most recent audited financials as well as the following financial information:

1. Balance Sheets for the Prior Three Years
2. Income Statements for the Prior Three Years
3. Statements of Cash Flows for the Prior Three Years
4. Statements of Changes in Stockholder's Equity for the Prior Three Years
5. Notes to Financial Statements
6. Corporate/Partnership Federal Income Tax Returns for the last completed fiscal year
7. Credit Report (E.G. DUN & BRADSHEET Report)
8. Credit History Letter(s) from Financial Institutions
9. Most Recent Quarterly Financial Statement

In any event, should Jefferson County require evidence of financial stability other than what is submitted, the Bidder will be expected to provide such acceptable evidence in order for the Bidder to be considered responsive to this Invitation for Bid.

CONFIDENTIALITY OF FINANCIAL INFORMATION PROVIDED: JEFFERSON COUNTY will consider all financial information requested for this invitation for bid to be of a confidential nature. Any/All Financial Information provided by Bidder as requested for this invitation for bid will not be shared or released to any third parties.

It will be the Bidder's Responsibility to reimburse the County for any costs associated in the preparation of/or implementation of the sale of the complex: including any costs associated with obtaining a Fair Market Value Study/Report prior to the sale of the property.

The Successful Bidder will be required to provide a NON-REFUNDABLE "earnest money" deposit equal to at least two percent (2%) of the offering price to the County within ten (10) working days of the notification of award of the right to buy the property. Closing of the property must be completed within sixty (60) days of the notification of award.

All offers must be submitted on the official Bid Form included (on Page 13) of these bid specifications.

Please Note: This invitation for bid is not seeking an agent to represent the County in the offering or sale of the property and no agent shall receive payment, fees, etc. from the accepted price to be paid for the property.

Subject to the terms and conditions contained herein, (i) the JEFFERSON COUNTY, TEXAS ("COUNTY") will agree to irrevocably novate and transfer to PURCHASOR all of COUNTY's rights, title and interests and duties, liabilities and obligations under the Contracts listed and described below so as to substitute PURCHASOR for COUNTY as a party to these Contracts for all purposes as of the Effective Date of PURCHASOR's purchase of Ford Park (the "Novation"), (ii) PURCHASOR will irrevocable accept such rights, title and interests and assume such duties, liabilities and obligations from the COUNTY under the Contracts listed and described below as of the Effective Date of PURCHASOR's purchase of Ford Park and releases the COUNTY from all such duties, liabilities and obligations thereunder which would otherwise be required or occur on and after the Effective Date. PURCHASOR WILL AGREE TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM ANY AND ALL CLAIMS ARISING OUT OF THE AGREEMENT TO NOVATE THE EXISTING CONTRACTS LISTED AND DESCRIBED BELOW INCLUDING PAYING ALL DAMAGES, ATTORNEY'S FEES AND EXPENSES. SUCH INDEMNIFICATION WILL BE AS BROAD AS PERMITTED BY THE LAW. THE COUNTY SHALL HAVE THE SOLE RIGHT TO DETERMINE THE LANGUAGE TO BE INCLUDED IN THE INDEMNIFICATION AGREEMENT CALLED FOR HEREIN.

CONTRACTS SUBJECT TO THIS NOVATION ARE, BUT NOT LIMITED TO:

1. Spectra Venue Management agreement;
2. Young Men's Business League's lease agreement;
3. Golden Triangle Sports Academy lease agreement;
4. Southeast Texas Baseball Academy lease agreement;
5. Gulf Coast RV Resort management agreement;
6. Ford Motor Company naming rights agreement;
7. Community Bank sponsorship agreement;
8. Miller Brewing Company sponsorship agreement;
9. Ticketmaster Entertainment, Inc. agreement;
10. PepsiCo, Inc. agreement;
11. Swanson (Alcoholic Beverage Sales) agreement;
12. Pritchard Cleaning Services agreement; and
13. Any other contract related to Ford Park or the land that Purchasor is placing bid on.

Facility Information

For purposes of this Invitation for Bid, the facilities for sale and referred to as the "Ford Park Entertainment Complex" are to include: Ford Fields, Ford Pavilion, Ford Arena, Ford Exhibit Hall, The Barns, Ford Midway, Gulf Coast RV Resort (land lease), Golden Triangle Sports Academy (land lease), Southeast Texas Baseball/Softball Academy LLP (land lease).

Ford Park Entertainment Complex is multipurpose facility (sitting on 221 acres) that is owned by Jefferson County and currently under the management of Spectra Venue Management.

Metes & Bounds can be found in Appendix I of this bid specifications packet, within the Special Warranty Deed document.

The following facilities are managed by Spectra Venue Management:

- **Ford Fields** – opened in 2002. It is comprised of 12, championship caliber, fast pitch youth softball/baseball fields. Each field has hard covered stands and all-weather-in fields. The complex has one centralized gate, concession stands, restrooms, and 1,000 on-site parking spaces.
- **Ford Pavilion** – opened in the Spring 2003. The 14,000-seat Pavilion has first class amenities including state-of-the-art lighting and sound, ample parking, restrooms, food and beverage plazas.
- **Ford Arena** – opened in the Fall of 2003. The 8,500 seat multi-purpose arena hosts concerts, rodeos, circuses, motor sports and many other special events.
- **The Arena Club** – a 2,300 sq. ft. club room inside the arena hosts meetings and large group events.
- **The Arena Floor** - the arena floor offers a location that can be personally designed for sit-down dinners with parties of 250 to 1,000. It can also be used for trade and consumer show floor space.
- **The Main Lobby** – a 1,000 sq. ft. lobby that can be setup for formal banquets with parties of 200, into a "nightclub" for teen dance parties, or concert hall for up to 800.
- **Meeting Rooms** - Ford Park has 8 meeting rooms ranging in size from 525 sq. ft. to 1,680 sq. ft.
- **Ford Exhibit Hall** – opened in the Fall of 2003. The 48,000 sq. ft. of exhibit space includes eight individual meeting rooms, an 11,000 square foot lobby or pre-function space, a full kitchen for catering, concession stands and restrooms. The exhibit hall is flexible enough to accommodate small banquets for 200 up to large company picnics for 1,000+. The exhibit hall also hosts concerts as well as consumer and trade shows. Ford Exhibit Hall is attached to the Arena offering a combined 83,000 sq. ft. of space.
- **The Barns** - two free-span, open air barns offering space for such events as a company picnic, trail ride, or family reunion. The large barn measures to 44,000 sq. ft. while the small barn measures to 25,000 sq. ft. Call for rates.
- **Ford Midway** – opened in the Fall of 2003. With 9 acres of paved Midway, there is plenty of room for festivals, fairs, and rodeos. Structures in Ford Midway include a 45,000 sq. ft. practice arena, over 25,000 sq. ft. of covered barn space and a dedicated parking area.

The following facilities are not managed by Spectra Venue Management:

▪ **Gulf Coast RV Resort (Management Contract with I10 R.V., LLC):** consists of (125) large concrete pull-through RV camping sites with picnic tables, private air-conditioned restrooms/showers, swimming pool with sun deck, exercise room, playground, laundry, meeting room, store (RV Supplies/Souvenirs).

▪ **Golden Triangle Sports Academy (Land Leased to Tenant):** consists of two 10,000 sq. ft. indoor climate-controlled buildings.

Building 1: has a 2000 sq. ft. Pro-Shop and eight retractable cages and three softball/baseball pitching machines.

Building 2: consists of a fully indoor climate-controlled infield area spanning over the entire 10,000 sq. ft. The turf mimics a full-size diamond with removable bases and pitching mound to accommodate a wide variety of ages. This area will allow a team or group the opportunity to conduct a full team workout in one area while indoors.

▪ **Southeast Texas Baseball/Softball Academy LLP (Land Leased to Tenant):** The Academy is a 10,065 sq.ft. building to train for baseball and softball year round. There are two (2) coin operated cages with an automated retrieval system to pick up the balls. Each cage has a baseball pitching machine in it. The baseball machines are Iron Mike pitching machines that pitch the ball with an arm so you can work on your timing along with your swing. There are also have seven lesson cages for team or individual rental & private lessons. The cages are full 68 ft. cages that will be used for professional instruction in all phases of the game, or for personal and team rental.

Mineral Rights

All mineral rights shall remain the property of the parties granted in Deeds (per APPENDIX H).

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to purchase property as described within these specifications, 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:

Port Arthur Renaissance GP, LLC

DBA: Renaissance Development For clarification of this offer, contact:

Company Name

5909 West Loop South, Ste 640
Address

Bellaire TX 77401
City State Zip

Kevin D. Johnson
Signature of Person Authorized to Sign

Kevin D. Johnson
Printed Name

Vice President
Title

Kevin D. Johnson
Name

832-461-7709 N/A
Phone Fax

Kevin@parggp.com
E-mail

Bidder Shall Return Completed Form with Offer.

Bidder Information Form

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

Bid Number & Name: Invitation for Bid (IFB 20-023/JW)
Sale of Ford Park Entertainment Complex

Port Arthur Renaissance GP, LLC

Bidder's Company/Business Name: DBA; Renaissance Development Group

Bidder's TAX ID Number: 20-8348422

Primary Contact Person: Kevin D. Johnson **Title:** Vice President

Phone Number (with area code): 832-461-7709

Alternate Phone Number if available (with area code): 832-649-7485

Fax Number (with area code): N/A

Email Address: kevin@pargp.com

Mailing Address:

5909 West Loop South, Ste 640

Address

Bellaire, TX 77450

City, State, Zip Code

Acceptance of Offer

The Offer is hereby accepted for the following Jefferson County property:

Ford Park Entertainment Complex

The Contractor is now bound to purchase the property 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.

The contract shall henceforth be referred to as Contract No. 20-023/JW

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following Jefferson County property:

Ford Park Entertainment Complex

The Contractor is now bound to purchase the property 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.

The contract shall henceforth be referred to as Contract No. 20-023/JW

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

**Bidder Instructions: Offer must be submitted on this Bid Form.
Please print clearly.**

The Minimum Bid Amount for this Invitation for Bid is: \$22,000,000.00.

Bid Item Description	Bid Amount
Ford Park Entertainment Complex	\$ <u>22,200,000.00</u>

The Successful Bidder will be required to provide a NON-REFUNDABLE "earnest money" deposit equal to at least two percent (2%) of the offering price to the County within ten (10) working days of the notification of award of the right to buy the property. Closing of the property must be completed within sixty (60) days of the notification of award.

Payment shall be made by the successful bidder on day of closing by guaranteed funds.

Payment will be made to:

Jefferson County Auditor
Patrick Swain
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

Acknowledgment of Addenda (if any):

Addendum 1	Date Received _____
Addendum 2	Date Received _____
Addendum 3	Date Received _____

Bidder Shall Return Completed Form with Offer.

Special, September 01, 2020

There being no further business to come before the Court at this time,
same is now here adjourned on this date, September 01, 2020