

**SPECIAL, 12/1/2020 10:30:00 AM**

BE IT REMEMBERED that on December 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 (ABSENT)

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

DEPUTY 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*  
*December 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  
 December 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 **December 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:

9:30 a.m. - WORKSHOP-To receive information and consider a budget amendment regarding the search for a qualified Engineer to replace Steve Stafford who is retiring.

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](https://co.jefferson.tx.us/comm_crt/commlink.htm) Listen to audio by calling 571-748-4021 PIN # 226-8915 #. 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: Michael S. Sinegal, Commissioner, Precinct Three**

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

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

## **PURCHASING:**

1. Consider and approve specifications for Request for Proposal (RFP 20-054/JW) Wage and Compensation Study for Jefferson County.

**SEE ATTACHMENTS ON PAGES 12 - 71**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

2. Consider and approve termination of Amendment I to contract (RFP 18-049/YS), Security Services and Personnel for Jefferson County, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326 in response to COVID 19, with Allied Universal Security Services. This additional service will terminate December 15, 2020.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

3. Consider and approve a contract renewal for (RFP 18-049/YS), Security Services and Personnel for Jefferson County with Allied Universal Security Services for a first additional one (1) year renewal from December 31, 2020 to December 30, 2021.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

4. Execute, receive and file a contract renewal for (IFB 19-060/YS), Re-Bid Term Contract for Mowing for Jefferson County with Universal Operations, LLC for a first additional one (1) year renewal from December 2, 2020 through December 1, 2021.

**SEE ATTACHMENTS ON PAGES 72 - 72**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY AUDITOR:**

5. Consider and approve revising the annual budget salary of the Director of Engineering position to \$ \_130,000. Additional amount over current year budget for FY2021 will be funded with an inter-series budget transfer from savings created in Assistants & Clerks (115-0501-431-1002) to Department Head (115-0501-431-1001).

**Motion by: Commissioner Arnold**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

6. Receive and file Statement of Financial Position for Jefferson County Community Supervision and Corrections programs for fiscal year ending August 31, 2020.

**SEE ATTACHMENTS ON PAGES 73 - 73**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

7. Consider and approve expenditure by the Constable Pct.6 in accordance with order pursuant to section 130.908 of Texas Local Government Code. Current utilization of extra help is \$10,594, which is 3.1% (\$1,474) above allowed budget (\$48,000 for 19% of budget year = \$9,120).

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

8. Consider and approve County Auditor to sign "Designer Section 179D Tax Deduction Public Building Allocation Letter Form" related to the energy conservation measures installed by Johnson Controls on Jefferson County facilities.

**SEE ATTACHMENTS ON PAGES 74 - 79**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

9. Regular County Bills – check #477273 through checks #477540 (11/24/20) and check #477541 through checks #477709 (12/01/20).

**SEE ATTACHMENTS ON PAGES 80 - 97**

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

## **COUNTY COMMISSIONERS:**

10. 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 98 - 98**

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

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

**SEE ATTACHMENTS ON PAGES 99 - 99**

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

12. Consider and possibly approve a Resolution to renew and extend the Disaster Declaration issued for Hurricane Delta.

**SEE ATTACHMENTS ON PAGES 100 - 100**

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

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

13. Consider, possibly approve and authorize the County Judge to execute Right of Entry for Survey and Exploration Agreements DACW64-9-5846, DACW64-95847 and DACW64-9-5853 of the United States Corps of Engineers with Jefferson County, Texas. (This is for three contiguous parcels of land along the seawall in Port Arthur.)

**SEE ATTACHMENTS ON PAGES 101 - 120**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

14. Consider, possibly approve and authorize the County Judge to execute Amendment to Mental Health Liaison Program Agreement between County of Jefferson and Spindletop Center. (This is a renewal.)

**SEE ATTACHMENTS ON PAGES 121 - 122**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

15. Consider, possibly approve and authorize the County Judge to execute an Amended Tax Abatement between Jefferson County and Suez WTS USA, Inc for Property Located in the Suez WTS USA, INC.-Project Clear Reinvestment Zone pursuant to Sec. 312.401, Texas Property Tax Code.

**SEE ATTACHMENTS ON PAGES 123 - 126**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

16. Consider, possibly approve and authorize the County Judge to execute an Agreement between the City of Beaumont and Jefferson County for the Operation of the Government PEG Channel.

**SEE ATTACHMENTS ON PAGES 127 - 133**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

17. Consider and possibly approve a Resolution and Order expressing official intent to defease certain outstanding tax-exempt obligations and authorizing the defeasance of such obligations and containing other matters related thereto.

**SEE ATTACHMENTS ON PAGES 134 - 158**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

18. Receive and File Settlement Agreement releasing all parties from lawsuit filed by Jefferson County against Walter Anthony Eeds et al in cause number A-205,467. **SEE ATTACHED PAGES 240-247**

**Motion by: Commissioner Arnold**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY TREASURER:**

19. Receive and File Investment Schedule for October, 2020, including the year to date total earnings on County funds.

**SEE ATTACHMENTS ON PAGES 159 - 161**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **ENGINEERING:**

20. Consider and possibly approve a Minor Plat of Beall Farms, a 11.65 acre tract of the David Choate Survey, located on Roll Road in Precinct 1. This plat is in the Beaumont ETJ (extra-territorial jurisdiction). It was approved by the City of Beaumont Planning and Zoning Commission and has met all of our platting requirements.

**SEE ATTACHMENTS ON PAGES 162 - 164**

**Action: TABLED**

21. Consider, possibly approve and authorize the County Judge to execute an Interlocal Cooperation Contract between Jefferson County and Texas Parks and Wildlife Department (TPWD) for the reconstruction of the Mesquite Point Public Boat Ramp in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**SEE ATTACHMENTS ON PAGES 165 - 211**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Arnold**

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

**Action: APPROVED**

## **HUMAN RESOURCES:**

22. Consider and possibly approve and receive and file revision to the 'Personnel Policies and Procedures Manual' for Section 8.1 Alcohol and Drug Testing Policy for Employees Subject to the Department of Transportation Regulations.

**SEE ATTACHMENTS ON PAGES 212 - 217**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **MANAGEMENT INFORMATION SYSTEMS:**

23. Consider, possibly approve and authorize the County Judge to execute, receive and file a Maintenance Agreement between Jefferson County and Sirius Computer Solutions, Inc. (Proposal No. Q-00119052) for the Infoprint iSeries printer.

**SEE ATTACHMENTS ON PAGES 218 - 222**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

24. Consider and possibly approve agreement with FiberLight to provide a 2GB internet backup circuit and to provide additional bandwidth for anticipated increased traffic load. This ties to order# OPP-145027 and is a 5-year agreement. This will be at a cost of \$1,950/mo. with a one time cost of \$2,500.

**SEE ATTACHMENTS ON PAGES 223 - 232**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

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

**Action: APPROVED**

## **RISK MANAGEMENT:**

25. Consider and possibly approve self-insuring for any losses covered under the Public Official's Bond for Naomi Doyle, Justice of the Peace, Precinct 1, Place 1, effective December 1, 2020.

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

26. Consider and possibly approve a flat renewal for the Employee Assistance Program with Interface EAP, at \$1.35 per employee per month, effective January 1, 2021.

**SEE ATTACHMENTS ON PAGES 233 - 239**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Arnold, 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.**

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

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



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, Purchasing Agent*

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

### LEGAL NOTICE Advertisement for Request for Proposal

December 1, 2020

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposal (RFP 20-054/JW), Wage and Compensation Study for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Offerors shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Offerors are invited to attend the sealed proposal opening.

|                            |   |
|----------------------------|---|
| <b>PROPOSAL NAME:</b>      | <b>Wage and Compensation Study for Jefferson County</b>   |
| <b>PROPOSAL NO:</b>        | <b>RFP 20-054/JW</b>  |
| <b>DUE DATE/TIME:</b>      | <b>11:00 AM CT, Wednesday, January 13, 2021</b>   |
| <b>MAIL OR DELIVER TO:</b> | <b>Jefferson County Purchasing Department<br/>1149 Pearl Street, 1<sup>st</sup> Floor<br/>Beaumont, Texas 77701</b> |

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

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal submission 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 proposal in accordance with the terms and conditions stated in this proposal.

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

A handwritten signature in black ink that reads "Deborah Clark". The signature is written over a faint circular stamp that appears to be the Jefferson County seal.

Deborah L. Clark  
Purchasing Agent  
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – December 2, 2020 & December 9, 2020

## Table of Contents

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|  |          |
|--|----------|
| <b>Table of Contents.....</b>                                    | <b>1</b> |
| <b>Proposal Submittal Checklist.....</b>                         | <b>4</b> |
| <b>1. Introduction to Offerors .....</b>                         | <b>5</b> |
| 1.1 Vendor Instructions.....                                     | 5        |
| 1.2 Governing Law.....   | 5        |
| 1.3 Ambiguity, Conflict, or Other Errors in RFP.....             | 5        |
| 1.4 Notification of Most Current Address.....                    | 5        |
| 1.5 Proposal Preparation Cost.....                               | 5        |
| 1.6 Signature of Proposal .....                                  | 5        |
| 1.7 Economy of Presentation.....                                 | 6        |
| 1.8 Proposal Obligation .....                                    | 6        |
| 1.9 Incorporation by Reference and Precedence.....               | 6        |
| 1.10 Governing Forms .....                                       | 6        |
| 1.11 Implied Requirements.....                                   | 6        |
| 1.12 Compliance with RFP Specifications.....                     | 6        |
| 1.13 Vendor Registration: SAM (System for Award Management)..... | 7        |
| 1.14 Awarded Vendors: Submission of FORM 1295.....               | 7        |
| 1.15 Emergency/Declared Disaster Requirements .....              | 8        |
| 1.16 FEMA Mandated Contract Clauses .....                        | 9        |
| 1.17 Evaluation .....  | 15       |
| 1.18 Withdrawal of Proposal.....                                 | 15       |
| 1.19 Minority-Women Business Enterprise Participation .....      | 15       |
| 1.20 Award .....   | 15       |
| 1.21 Ownership of Proposal .....                                 | 15       |
| 1.22 Disqualification of Offeror .....                           | 15       |
| 1.23 Contractual Development .....                               | 15       |
| 1.24 Assignment .....  | 16       |
| 1.25 Contract Obligation .....                                   | 16       |
| 1.26 Termination .....   | 16       |
| 1.27 Inspections.....  | 16       |
| 1.28 Testing .....   | 16       |
| 1.29 Loss, Damage, or Claim .....                                | 16       |
| 1.30 Taxes .....   | 16       |
| 1.31 Non-Discrimination.....                                     | 16       |
| 1.32 Conflict of Interest.....                                   | 17       |

## Table of Contents (Continued)

|   |           |
|---|-----------|
| 1.33 Waiver of Subrogation .....  | 17        |
| 1.34 Acknowledgment of Insurance Requirements .....                                     | 17        |
| 1.35 Insurance Requirements .....   | 17        |
| 1.36 Workers Compensation Insurance .....   | 18        |
| 1.37 Delivery of Proposals .....  | 20        |
| 1.38 Proposal Submission During Time of Inclement Weather, Disaster, or Emergency ..... | 21        |
| 1.39 Questions .....  | 21        |
| 1.40 Tentative Schedule of Events .....   | 21        |
| <b>2. Proposal Submittal .....</b>  | <b>22</b> |
| <b>3. General Proposal Format .....</b>   | <b>24</b> |
| 3.1 Introduction .....  | 24        |
| 3.2 Organization of Proposal Contents .....   | 24        |
| 3.3 Transmittal Letter .....  | 24        |
| 3.4 Executive Summary .....   | 25        |
| 3.5 Table of Contents .....   | 25        |
| 3.6 Offeror Identifying Information .....   | 25        |
| 3.7 Conflict of Interest .....  | 25        |
| 3.8 Confidential/Proprietary Information .....  | 26        |
| <b>4. Scope of Services .....</b>   | <b>27</b> |
| 4.1 Purpose/Objective .....   | 27        |
| 4.2 Background .....  | 28        |
| 4.3 Qualifications .....  | 28        |
| 4.4 Scope/General Requirements .....  | 28        |
| <b>5. Special Project Requirements .....</b>  | <b>29</b> |
| 5.1 Objective .....   | 29        |
| 5.2 Offeror Experience .....  | 29        |
| 5.3 Offeror Personnel and Organization .....  | 29        |
| 5.4 Proposal Specifications .....   | 30        |
| <b>6. Proposal Evaluation and Selection Process .....</b>                               | <b>32</b> |
| 6.1 Introduction .....  | 32        |
| 6.2 Cost Proposal .....   | 32        |
| 6.3 Proposal Evaluation and Selection .....   | 32        |
| 6.4 Evaluation Criteria .....   | 32        |
| 6.5 Negotiations .....  | 33        |

## Table of Contents (Continued)

|   |          |
|---|----------|
| Cost Proposal Form.....                                   | 34       |
| Non-Disclosure Agreement.....                             | 35       |
| Vendor References .....                                   | 36       |
| Signature Page .....                                      | 37       |
| Conflict of Interest Questionnaire.....                   | 38       |
| Good Faith Effort (GFE).....                              | 40       |
| Notice of Intent (NOI) .....                              | 41       |
| Subcontracting Participating Declaration Form (HUB) ..... | 42       |
| Residence Certification/Tax Form.....                     | 46       |
| House Bill 89 Verification.....                           | 47       |
| Senate Bill 252 Certification.....                        | 48       |
| Bid Affidavit .....                                       | 49       |
| APPENDIX A .....  | ATTACHED |

### **Proposal Submissions:**

#### **Offeror is responsible for submitting:**

One (1) original and (5) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.

**Additionally, Offeror must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted.**

**Failure to return all required forms could result in a response being declared as non-responsive.**

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

## Proposal Submittal Checklist

The Offeror's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Offeror shall check each box indicating compliance.

### THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- ☒ Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- ☒ An acknowledgment and/or response to each section of the proposal.
- ☒ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- ☒ Identification of three (3) entities for which the Offeror is providing or has provided wage and compensation studies of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☒ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- ☒ **One (1) *original* and (5) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

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

**PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.**

|  |                  |
|--|------------------|
| Company                                  | Telephone Number |
| Address                                  | Fax Number       |
| Authorized Representative (Please print) | Title            |
| Authorized Signature                     | Date             |

**Offeror Must Complete and Return This Page With Offer.**

## **1. Introduction to Offerors**

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for a Wage and Compensation Study for Jefferson County, Texas.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

### **1.1 Vendor Instructions**

**Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.**

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the **Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein**. Be sure your proposal package is complete.

### **1.2 Governing Law**

Offeror is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

### **1.3 Ambiguity, Conflict, or other errors in the RFP**

If Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Offeror fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

### **1.4 Notification of Most Current Address**

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

### **1.5 Proposal Preparation Cost**

Cost for developing proposals is entirely the responsibility of Offerors and shall not be charged to Jefferson County.

### **1.6 Signature of Proposal**

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Offeror contractually. If the Offeror is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Offeror is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Offeror is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

### **1.7 Economy of Presentation**

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

### **1.8 Proposal Obligation**

The contents of the proposal and any clarification thereof submitted by the selected Offeror shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

### **1.9 Incorporation by Reference and Precedence**

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments and/or appendices thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

### **1.10 Governing Forms**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

### **1.11 Implied Requirements**

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Offeror, shall be included in the proposal.

### **1.12 Compliance with RFP Specifications**

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may result in disqualification.

### **1.13 Vendor Registration: SAM (System for Award Management)**

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an “active” status.

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

**Offerors are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Proposal Submission.**

### **1.14 Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)**

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

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

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

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

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

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

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

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

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

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

### **1.15 Emergency/Declared Disaster Requirements**

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

## 1.16 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

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

### 1. REMEDIES

**a. Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

**b. Applicability.** This requirement applies to all federal grant and cooperative agreement programs.

### 2. TERMINATION FOR CAUSE AND CONVENIENCE

**a. Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

**b. Applicability.** This requirement applies to all federal grant and cooperative agreement programs.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

**a. Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

#### **b. Key Definitions.**

- i. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**c. Applicability.** This requirement applies to all federal grant and cooperative agreement programs.

**d. Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

**(1)** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

**(2)** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

**(4)** The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**(5)** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

**(6)** The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

**(7)** In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**(8)** The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

#### **4. DAVIS-BACON ACT**

- a.** All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b.** Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c.** Additionally, Contractors are required to pay wages not less than once a week.

#### **5. COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT**

- a. Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Jefferson County or Texas General Land Office may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. §5.12."

#### **6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

##### **Compliance with the Contract Work Hours and Safety Standards Act**

- (1) Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United

States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

**(4) Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## 7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

**a. Standard.** If the Federal award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

**b. Applicability.** This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

**c. Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

### Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to Jefferson County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Texas General Land Office, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the Texas General Land Office.

## **9. DEBARMENT AND SUSPENSION**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Jefferson County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **10. BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit the to Jefferson County the "Certification Regarding Lobbying" Form included in these specifications.

## **11. PROCUREMENT OF RECOVERED MATERIALS**

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.
  - i. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>

- ii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## **12. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide Jefferson County, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide Jefferson County or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, Jefferson County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **13. CHANGES**

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## **14. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS.**

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## **15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

“This is an acknowledgement that Texas General Land Office financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.”

## **16. NO OBLIGATION BY FEDERAL GOVERNMENT**

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.”

## **17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

### **1.17 Evaluation**

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

### **1.18 Withdrawal of Proposal**

The Offeror may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Offeror may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

### **1.19 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.

### **1.20 Award**

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

### **1.21 Ownership of Proposal**

All proposals become the property of Jefferson County and will not be returned to Offerors.

### **1.22 Disqualification of Offeror**

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Offerors.

### **1.23 Contractual Development**

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Offeror must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

#### **1.24 Assignment**

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

#### **1.25 Contract Obligation**

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Offeror. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

#### **1.26 Termination**

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of Offeror, or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

#### **1.27 Inspections**

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Offeror as inadequate.

#### **1.28 Testing**

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

#### **1.29 Loss, Damage, or Claim**

The Offeror shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Offeror shall totally indemnify Jefferson County against all claims of loss or damage to the Offeror's and Jefferson County's property, equipment, and/or supplies.

#### **1.30 Taxes**

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

#### **1.31 Non-Discrimination**

The successful offeror will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

### 1.32 Conflict of Interest

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

### 1.33 Waiver of Subrogation

Offeror and Offeror'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 the Offeror's performance under this agreement.

### 1.34 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Offeror's proposal. The insurance requirements are part of this package.

### 1.35 Insurance

The contractor (including any and all subcontractors as defined in Section 1.36.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

#### **Minimum Insurance Requirements:**

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

**Excess Liability**      \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

#### **Workers' Compensation**

Statutory Coverage (See Section 1.36 Below)

### 1.36 Workers' Compensation Insurance

- 1.36.1 Definitions:
- 1.36.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
  - 1.36.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
  - 1.36.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.
- 1.36.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 1.36.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

### 1.37 Delivery of Proposals

All proposals are to be delivered **by 11:00 AM CT, Wednesday, January 13, 2021**, to:

**Jefferson County Purchasing Department  
Attention: Deborah L. Clark, Purchasing Agent  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701**

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

#### **County Holidays – 2020:**

|                                 |                                  |  |
|---------------------------------|----------------------------------|--|
| <del>January 1</del>            | <del>Wednesday</del>             | <del>New Year's</del>                  |
| <del>January 20</del>           | <del>Monday</del>                | <del>Martin Luther King, Jr. Day</del> |
| <del>February 17</del>          | <del>Monday</del>                | <del>President's Day</del>             |
| <del>April 10</del>             | <del>Friday</del>                | <del>Good Friday</del>                 |
| <del>May 25</del>               | <del>Monday</del>                | <del>Memorial Day</del>                |
| <del>July 3</del>               | <del>Friday</del>                | <del>Independence Day</del>            |
| <del>September 7</del>          | <del>Monday</del>                | <del>Labor Day</del>                   |
| <del>November 11</del>          | <del>Wednesday</del>             | <del>Veteran's Day</del>               |
| <del>November 26 &amp; 27</del> | <del>Thursday &amp; Friday</del> | <del>Thanksgiving</del>                |
| <del>December 24 &amp; 25</del> | <del>Thursday &amp; Friday</del> | <del>Christmas</del>                   |

#### **County Holidays – 2021:**

|                  |                   |                             |
|------------------|-------------------|-----------------------------|
| January 18       | Monday            | Martin Luther King, Jr. Day |
| February 15      | Monday            | President's Day             |
| April 2          | Friday            | Good Friday                 |
| May 31           | Monday            | Memorial Day                |
| July 5           | Monday            | Independence Day            |
| September 6      | Monday            | Labor Day                   |
| November 11      | Thursday          | Veteran's Day               |
| November 25 & 26 | Thursday & Friday | Thanksgiving                |
| December 23 & 24 | Thursday & Friday | Christmas                   |
| December 31 2021 | Friday            | New Year's                  |

Jefferson County will not accept any proposals received after the stated time and date, and shall return such proposals unopened to the Offeror. Jefferson County will not accept any responsibility for proposals being delivered by third party carriers.

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

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud.

### 1.38 Proposal 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/request for statement of qualifications submission deadline, the bid/proposal/request 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 RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of proposal 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.

### 1.39 Questions

Questions regarding the submission requirements for this RFP may be sent to Jamey West, Assistant Purchasing Agent for Jefferson County at: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us)

Questions regarding the services to be proposed in response to this RFP may be sent to:

Cary Erickson, Director of HR & Risk Management for Jefferson County at: [cerickson@co.jefferson.tx.us](mailto:cerickson@co.jefferson.tx.us),

Verenice Rosales, Employee Relations/Compensation Mgr. for Jefferson County at: [vrosales@co.jefferson.tx.us](mailto:vrosales@co.jefferson.tx.us).

### 1.40 Tentative Schedule of Events

|                          |   |
|--------------------------|---|
| December 1, 2020         | Issuance of Request for Proposal  |
| January 13, 2021         | Deadline Submission (late proposals will not be considered)                 |
| Week of January 18, 2021 | Proposals distributed to Evaluation Committee                               |
| Week of January 25, 2021 | Evaluation Committee Convenes to Tabulate Scoring and Determines Short List |
| Week of February 1, 2021 | Conduct Interview/Best and Final Offer/Short List                           |
| February 9, 2021         | Recommendation for Award  |

**Please note:**

**The above schedule of events is *tentative* in nature. Dates listed are subject to change.**

## **2. Proposal Submittal**

The Proposal is due no later than **11:00 AM CT, Wednesday, January 13, 2021**, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Offeror is providing or has provided wage and compensation studies of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of moneys under the terms of any agreement(s) relating to such services.
- One (1) original and (5) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.
- Jefferson County Purchasing Department  
Attention: Deborah L. Clark, Purchasing Agent  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701
- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

### **Deadline for Questions:**

There will NOT be a Pre-Submittal Conference for this RFQ.

In the event your firm desires additional information, Jefferson County will endeavor to provide such information; however, Jefferson County will not be responsible for any delay resulting in the respondent's inability to meet the deadline for submission of the Statement of Qualifications. Interested parties may provide written questions to Jamey West, Assistant Purchasing Agent at: [jwest@co.jefferson.tx.us](mailto:jwest@co.jefferson.tx.us)

Question responses will be made available as soon as possible and posted as addendum(s) to the on the Jefferson County Purchasing Department's website.

**The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Monday, January 4, 2021.**

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Respondents 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.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS  
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

### **3. General Proposal Format**

#### **3.1 Introduction**

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

#### **3.2 Organization of Proposal Contents**

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal Form (Page 34)
- h. Other information that may be helpful in the evaluation

#### **3.3 Transmittal Letter**

The Offeror must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

### **3.4 Executive Summary**

The Offeror must provide an executive summary of its proposal that asserts that the Offeror is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

### **3.5 Table of Contents**

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

### **3.6 Offeror Identifying Information**

Offerors must provide the following identifying information:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

### **3.7 Conflict of Interest**

Each Offeror must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Offeror, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Offeror, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

### **3.8 Confidential/Proprietary Information**

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

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

## **4. Scope of Services**

### **4.1 Purpose/Objective**

Jefferson County is seeking proposals from qualified consultants to conduct a Comprehensive Salary Market Study of the area's local job market for the purpose of ensuring competitive wage rates.

The County's objective is to enhance the County's ability to attract, motivate, and retain quality employees to efficiently and cost-effectively deliver services and programs to the citizens of the County through obtaining a Salary Range Comparison – within the current surrounding local market and similarly situated Counties in Texas.

At this time, the County does not anticipate a new compensation plan or plan (i.e. realignment of jobs within the grades, separation of jobs into new titles, consolidation of other classes into a single title, etc.) Instead, the County is expecting an update to its existing plan. However, depending upon the results of the study, it is possible that a realignment of jobs within the County's current grade may be warranted.

Benefits and the updating of Job Descriptions are not to be included as components of this study.

The consulting firm tasked with performing this study for the County must be a full-service firm with expertise in evaluating pay scales, policies, job descriptions, and market pay analysis. The consultant should be able to provide references from other counties or government agencies where similar work was performed. The salary market study results would be competitive with both public and private entity employees and project fair and equitable results pertaining to the surrounding geographic market area and similarly situated Counties in Texas (Bell, Brazoria, Brazos, Galveston, Lubbock, McLennan, Nueces, Smith and Webb). The selected firm would make recommendations to the County to ensure positions performing similar work with essentially the same level of complexity, responsibility, knowledge, skills, and abilities are classified together and paid appropriately.

The County objective is to maintain a competitive position with other comparable government entities and private employers within the same geographic area and preserve internal equity and a competitive system for all civilian positions.

**Timeline for Study Completion:** The County is seeking completion of the study within four months of an executed contract for services - with recommended changes available for budget hearings during **July/August, 2021**.

An approved budget for the completion of this study is not available.

The last similar type of study that the County obtained was a Position Classification and Compensation Plan Study was performed in 1997 by Public Sector Personnel Consultants. The fee structure derived from this study is unavailable.

Please see **APPENDIX A** to these specifications for:

- Jefferson County Job Compensation Scale/Salary Schedule
- Listing of Job Titles

## 4.2 Background

The 2018 United States Census reports the Jefferson County population as 255,001. Beaumont is a city in (and the County seat) of Jefferson County, Texas. Beaumont is 85 miles east of Houston, Texas. The Port Arthur, Orange, and Beaumont area is known as the Golden Triangle and is considered a major industrial area on the Texas Gulf Coast.

Jefferson County has a step and grade compensation system. It is anticipated that approximately 565 positions will need to be surveyed. There are approximately 49 grades enveloping these approximately 565 positions.

A comprehensive compensation study and analysis of the County and surrounding organizations that share in the labor market should reveal the County's ability to recruit and retain employees to provide efficient services. The County is seeking a firm that will analyze jobs performed by our employees with comparable counties and local private entities with comparable job titles and/or job duties and responsibilities.

## 4.3 Qualifications

Proposer shall have:

- 1) Proficiency in salary survey methods, statistical analysis, and a minimum of three (3) years performing wage and compensation studies.
- 2) Knowledge and expertise with public sector compensation practices.
- 3) Resources to complete the study within four (4) months.
- 4) Certified Compensation Professional (CCP) certification preferred.
- 5) License to perform services in the State of Texas.

## 4.4 Scope/General Requirements

Evaluate internal equity by reviewing current pay grades among full-time, non-unionized employees based on similarly-situated employees, similar skills, qualifications, responsibilities, and pay within EEOC guidelines for government employees and identify problem areas and recommend methods to correct. Collect comprehensive compensation data from the external surrounding labor market for County positions and analyze the data in an objective manner. Make recommendations for proposed changes to ensure both internal equity and external competitiveness.

The successful firm/proposer will provide market data for the current job classifications of positions chosen for the study, and a market analysis of wages for each position and for each comparable employer/group of employees. Any additional pay categories shall be reported by class of eligible employee. Survey descriptions shall be matched to job descriptions to ensure good job matches.

Analysis for data for each job shall be provided to the County in Excel format providing the following information: degree of match, range minimum, range maximum and actual average of incumbent employees of market comparable. The methodology used to place positions and/or construct the pay structure should be fully defined.

Charts and graphs shall be used to depict how the position of the County's jobs compare in relation to market comparable and recommended placement in a compensation structure.

Define the process for communicating with Human Resources, Administration and the organizational members throughout the process. The County will assist in coordinating departmental and employee meetings as necessary. The County will pre-approve all data collection instruments and/or other written documents provided employees.

## **5. Special Project Requirements**

### **5.1 Objective**

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

### **5.2 Offeror Experience**

The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number.

The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

### **5.3 Offeror Personnel and Organization**

The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and

- e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.

The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

## **5.4 Proposal Specifications**

### **Proposals MUST also include:**

Cover Letter on your company letterhead - list the full name, address, telephone, and fax numbers of your firm and if applicable, of the office from which the services are to be provided. Designate the person to serve as project manager. State the number of years the individual or company has been in the business of providing wage and compensation studies for government agencies. State that the proposal will be valid for 90 days after the submission date. The letter must be signed by an individual authorized to enter into any contract with the County.

Detailed description of the plan to achieve the necessary requirements and a plan for accomplishing this work.

Professional resumes of all key personnel to be involved with the study and a clear indication of the responsibilities of each. It is understood by the County, the individuals specified in the proposal are the individuals who will do the work associated with the compensation study as described in the proposal. List the address, e-mail address, and telephone number of the office from which the services will be provided. No substitutions of key personnel following contract award will be made without the prior written consent of the Jefferson County Commissioners' Court. All requested

substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Proposals will provide a time line to include start and completion dates for the study. It is expected that the work will commence as soon as possible after the contract is awarded.

Proposals will clearly define the Firm's duties and responsibilities and those of the County. Absence of this distinction shall mean the Firm is assuming full responsibility of all tasks.

Experience the firm has in conducting similar reference studies for governmental entities and other comparable studies.

Describe the nature of services provided by the firm, including: the number of years' experience in providing job evaluation and compensation studies, specifically for the public sector; and the number of years' experience conducting pay equity and/or comparable worth studies.

Provide the name, address, telephone number, and e-mail address for contact persons at five (5) other public entities for which comparable services have recently been rendered.

The firm/consultant selected shall agree to abide by all relevant State and federal statutes including anti-discrimination, equal opportunity, and rehabilitation statutes and regulations. The consultant shall comply with all federal, State, and local laws and ordinances applicable to the work to be done under the agreement.

The firm/consultant shall not sub-contract any part of the work involved in the project without prior written authorization by an authorized representative.

The selected consultant must be available to meet with Human Resources, Administration, and organizational members in a timely manner.

No representation as to the findings of the study, or information obtained in connection therewith, shall be released to any agency or person prior to the agreed upon public release dates except upon the prior approval of Human Resources, Administration, and organizational members.

The Offeror must disclose if they have had any contracts terminated prior to the end of contract and provide a detailed explanation.

State in brief and concise terms your understanding of the scope and nature of the project as described in this RFP. Describe the approach, means, methods, and procedures to be used to gather the data, analyze findings, and develop recommendations as requested. Describe the services you will provide to the County, including, but not limited to:

- 1) How often will you meet with County personnel?
- 2) Describe techniques your firm would use to keep the County abreast of the progress of the project and how your firm will meet the proposed timeline.
- 3) Deliver at least one (1) original, five (5) copies, and a flash drive of the final report to the Commissioners Court.
- 4) Provide the final report, tables, schedules, charts, spreadsheets, salary surveys, and other materials necessary for the implementation and maintenance of the compensation system on a flash drive and appear at a scheduled Commissioners Court meeting to discuss the recommendations and final report.
- 5) What follow-up support service will be available to the County?

## **6. Proposal Evaluation and Selection Process**

### **6.1 Introduction**

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

### **6.2 Cost Proposal**

The Offeror must utilize the “**Cost Proposal Form**” (**Page 32**) in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of the “Cost Proposal Form” that is intended to be a substitute for the form, that is provided by an Offeror may be determined as non-responsive, and may result in the proposal’s disqualification.

### **6.3 Proposal Evaluation and Selection**

Prior to the receipt of proposals, the County will establish an Evaluation Committee. The Committee is expected to include representatives from: Auditing, Human Resources, and the District Attorney’s office. Additional representatives may be added to the committee if deemed necessary.

### **6.4 Evaluation Criteria:**

#### **a. Responsiveness – 15%**

This refers to the proposal’s complete responsiveness to all written specifications and requirements contained in this RFP.

#### **b. Implementation Plan – 20%**

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing Compensation Studies and in managing the project.

#### **c. Offeror Qualifications – 25%**

This refers to the overall qualifications of Offeror and its past experience in providing and implementing similar or more complex Compensation Studies to other entities. It also refers to an evaluation of the quality of Offeror’s performance on previous local government projects.

#### **d. Personnel Qualifications – 15%**

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Offeror’s project team on previous projects with the County and similar projects.

#### **e. Cost of Professional Services – 25%**

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will

individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members.

The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

The County Commissioners reserves the right, at their sole discretion, to reject any and all proposals. Any contract awarded for services shall not become effective until approved by the County Commissioners.

## **6.5 Negotiations**

Negotiation of contract for services shall follow the selection process with the top ranked firm. Should a satisfactory contract not be achievable with top ranked proposer, then the next ranked proposer shall be contacted and negotiations shall begin with each highest ranked firm and so on. The County may require selected proposer to submit technical or other additional information to its proposal as may result from negotiations.

The Evaluation Committee may elect to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offerors immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

## Cost Proposal Form

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Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the **entire cost** of providing the services identified in this RFP.

Cost will be a factor in the County's selection process.

|  |                |
|--|----------------|
| <b>Wage and Compensation Study<br/>for Jefferson County, as per specifications</b> | \$ _____       |
| <b>Name of Offeror:</b>  | _____<br>_____ |
| <b>Signature:</b>  | _____<br>_____ |
| <b>Title:</b>  | _____<br>_____ |

**Offeror Must Complete and Return This Page With Offer.**

## Non-Disclosure Agreement

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In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: \_\_\_\_\_

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

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

**Offeror Must Complete and Return This Page With Offer.**

## Vendor References

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

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

### REFERENCE ONE

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

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

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

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

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

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

### REFERENCE TWO

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

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

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

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

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

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

### REFERENCE THREE

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

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

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

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

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

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

**Offeror Must Complete and Return This Page With Offer.**

## Signature Page

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

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

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

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

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

|                                   |                      |
|-----------------------------------|----------------------|
| _____<br>Offeror (Entity Name)    | _____<br>Signature   |
| _____<br>Street & Mailing Address | _____<br>Print Name  |
| _____<br>City, State & Zip        | _____<br>Date Signed |
| _____<br>Telephone Number         | _____<br>Fax Number  |
| _____<br>E-mail Address           |                      |

**Offeror Must Complete and Return This Page With Offer.**

## Conflict of Interest Questionnaire

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor doing business with local governmental entity</b>   |   | <b>FORM CIQ</b> |
|--|---|-----------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>   | <b>OFFICE USE ONLY</b><br><hr/> Date Received |                 |
| <div style="border: 1px solid black; padding: 2px;">1</div> <b>Name of vendor who has a business relationship with local governmental entity.</b><br><div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>   |   |                 |
| <div style="border: 1px solid black; padding: 2px;">2</div> <div style="display: flex; align-items: center;"> <input style="margin-right: 5px;" type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> </div> <p style="margin-top: 5px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>   |   |                 |
| <div style="border: 1px solid black; padding: 2px;">3</div> <b>Name of local government officer about whom the information in this section is being disclosed.</b><br><div style="text-align: center; margin: 10px 0;"> <hr style="width: 200px; margin: 0 auto;"/> Name of Officer </div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="display: flex; justify-content: space-around; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> |   |                 |
| <div style="border: 1px solid black; padding: 2px;">4</div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 50%; text-align: center;"> <hr style="width: 100%; margin: 0;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 40%; text-align: center;"> <hr style="width: 100%; margin: 0;"/> Date </div> </div>   |   |                 |

Adopted 8/7/2015

**Offeror Must Complete and Return This Page With Offer.**

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

| LOCAL GOVERNMENT OFFICER<br>CONFLICTS DISCLOSURE STATEMENT  |  | FORM CIS               |
|---|--|------------------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>                            |  | <b>OFFICE USE ONLY</b> |
| <b>1</b>  | <b>Name of Local Government Officer</b>  | Date Received          |
| <b>2</b>  | <b>Office Held</b>   |                        |
| <b>3</b>  | <b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>   |                        |
| <b>4</b>  | <b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>   |                        |
| <b>5</b>  | <b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b> |                        |
| <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>   |  |                        |
| <b>6</b>  | <b>AFFIDAVIT</b>   |                        |
| <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> |  |                        |
| <p>_____<br/>Signature of Local Government Officer</p>  |  |                        |
| <p>AFFIX NOTARY STAMP / SEAL ABOVE</p>  |  |                        |
| <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p>  |  |                        |
| <p>_____<br/>Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>   |  |                        |

Adopted 8/7/2015

**Offeror Must Complete and Return This Page With Offer.**

## Good Faith Effort (GFE)

### DETERMINATION CHECKLIST

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Offeror Must Complete and Return This Page With Offer.**

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

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

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

☐ Yes    ☐ No

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

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

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

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

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

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

Prime Contract Amount: \$

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

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

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

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

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

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

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

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative

Signature of Representative

Date \_\_\_\_\_

Printed Name of HUB

Signature of Representative

Date \_\_\_\_\_

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

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

**Offeror Must Complete and Return This Page With Offer.**

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

**PAGE 1 OF 4**

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

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

☐ Yes    ☐ No

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

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

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

Street City State Zip

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

## PART I. HUB SUCONTRACTOR DISCLOSURE

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

HUB Status (Gender & Ethnicity):

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

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

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

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

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

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

Description of Subcontract Work to be Performed:

**Offeror Must Complete and Return This Page With Offer.**

## HUB SUBCONTRACTOR DISCLOSURE

**(Duplicate as Needed)**

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

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

Page 43 of 49

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 3 OF 4**

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

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

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

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

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

### PART III: DISCLOSURE OF OTHER “NON-HUB” SUBCONTRACTS

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

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

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

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

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

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name:

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

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

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

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

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

Description of Subcontract Work to be Performed:

**Offeror Must Complete and Return This Page With Offer.**

# Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

**PAGE 4 OF 4**

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

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

Street City State Zip

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E-mail address:

**Offeror Must Complete and Return This Page With Offer.**

## Residence Certification/Tax Form

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

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that \_\_\_\_\_ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

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

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

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

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

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

**Offeror Must Complete and Return This Page With Offer.**

## House Bill 89 Verification

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

\_\_\_\_\_  
Date

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

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

Notary Seal

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

\_\_\_\_\_  
Date

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

## Senate Bill 252 Certification

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

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

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

Certification check performed by:

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

\_\_\_\_\_  
Date

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

## Bid Affidavit

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

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

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

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

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

"I, \_\_\_\_\_ am a duly authorized officer of/agent  
(name)

for \_\_\_\_\_ and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said \_\_\_\_\_.  
(name of firm)

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

Name and address of bidder: \_\_\_\_\_

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

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

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

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

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

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

**Offeror Must Complete and Return This Page With Offer.**

## WAGE &amp; COMPENSATION STUDY POSITIONS

| JOB CLASSIFICATION               | RATE | POSITIONS | MIN     | MID     | MAX     |
|----------------------------------|------|-----------|---------|---------|---------|
| <b>AGRICULTURE EXTENSION SVC</b> |      |           |         |         |         |
| Administrative Secretary         | 50   | 1         | 38,847  | 48,558  | 58,270  |
| Secretary                        | 38   | 2         | 28,887  | 36,107  | 43,328  |
| <b>AIRPORT</b>                   |      |           |         |         |         |
| Account Clerk                    | 40   | 1         | 30,349  | 37,935  | 45,522  |
| Airport Director                 | 76   | 1         | 73,821  | 92,275  | 110,730 |
| ARFF Crew                        | 46   | 4         | 35,193  | 43,991  | 52,790  |
| Carpenter                        | 55   | 1         | 43,953  | 54,940  | 65,927  |
| Electrician                      | 58   | 1         | 47,332  | 59,164  | 70,997  |
| Financial Analyst                | 59   | 1         | 48,516  | 60,644  | 72,772  |
| Fuel Service Lineman             | 40   | 3         | 30,349  | 37,935  | 45,522  |
| Fuel Service Supervisor          | 46   | 1         | 35,193  | 43,991  | 52,790  |
| Groundskeeper                    | 32   | 3         | 24,908  | 31,134  | 37,360  |
| Heavy Equip. Mechanic            | 53   | 1         | 41,834  | 52,291  | 62,749  |
| Lead ARFF                        | 48   | 3         | 36,975  | 46,218  | 55,461  |
| Oper Manager/ARFF Chief/Security | 66   | 1         | 57,669  | 72,087  | 86,505  |
| Secretary                        | 38   | 1         | 28,887  | 36,107  | 43,328  |
| Utility Maintenance Worker       | 40   | 1         | 30,349  | 37,935  | 45,522  |
| Welder/Maintenance Tech          | 53   | 1         | 41,834  | 52,291  | 62,749  |
| <b>AUDITOR'S OFFICE</b>          |      |           |         |         |         |
| Accounting Technician            | 53   | 1         | 41,834  | 52,291  | 62,749  |
| County Auditor                   | 91   | 1         | 106,914 | 133,643 | 160,372 |
| Administrative Secretary         | 50   | 1         | 38,847  | 48,558  | 58,270  |
| 1st Assistant County Auditor     | 79   | 1         | 79,497  | 99,371  | 119,245 |
| Financial Analyst                | 59   | 3         | 48,516  | 60,644  | 72,772  |
| Financial Manager                | 71   | 2         | 65,247  | 81,559  | 97,871  |
| Financial Technician             | 48   | 5         | 36,975  | 46,218  | 55,461  |
| Receptionist/Clerk               | 34   | 1         | 26,170  | 32,712  | 39,254  |
| <b>CONSTABLE - PCT 1</b>         |      |           |         |         |         |
| Office Specialist                | 38   | 1         | 28,887  | 36,107  | 43,328  |
| Senior Office Specialist         | 43   | 1         | 32,680  | 40,851  | 49,022  |
| <b>CONSTABLE - PCT 2</b>         |      |           |         |         |         |
| Senior Office Specialist         | 43   | 1         | 32,680  | 40,851  | 49,022  |
| <b>CONSTABLE - PCT 4</b>         |      |           |         |         |         |
| Senior Office Specialist         | 43   | 1         | 32,680  | 40,851  | 49,022  |

| JOB CLASSIFICATION                        | RATE | POSITIONS | MIN    | MID    | MAX    |
|---|------|-----------|--------|--------|--------|
| <b>CONSTABLE - PCT 6</b>                  |      |           |        |        |        |
| Office Specialist                         | 38   | 1         | 28,887 | 36,107 | 43,328 |
| Senior Office Specialist                  | 43   | 1         | 32,680 | 40,851 | 49,022 |
| <b>CONSTABLE - PCT 7</b>                  |      |           |        |        |        |
| Senior Office Specialist                  | 43   | 1         | 32,680 | 40,851 | 49,022 |
| <b>CONSTABLE - PCT 8</b>                  |      |           |        |        |        |
| Senior Office Specialist                  | 43   | 1         | 32,680 | 40,851 | 49,022 |
| <b>COUNTY CLERK</b>                       |      |           |        |        |        |
| Administrative Deputy County Clerk        | 53   | 1         | 41,834 | 52,291 | 62,749 |
| Administrative Office Specialist          | 46   | 2         | 35,193 | 43,991 | 52,790 |
| Administration Operations Manager         | 59   | 1         | 48,516 | 60,644 | 72,772 |
| Chief Deputy County Clerk                 | 65   | 1         | 56,261 | 70,327 | 84,394 |
| County Clerk Administrator                | 61   | 1         | 50,969 | 63,713 | 76,457 |
| Deputy County Clerk                       | 40   | 15        | 30,349 | 37,935 | 45,522 |
| Senior Deputy County Clerk                | 43   | 11        | 32,680 | 40,851 | 49,022 |
| Analyst/Programmer (Elections Programmer) | 62   | 1         | 52,247 | 65,307 | 78,367 |
| Elections Manager                         | 64   | 1         | 54,891 | 68,613 | 82,335 |
| Voting Assistants - Elections             | 41   | 2         | 31,107 | 38,883 | 46,660 |
| <b>COUNTY COURT AT LAW NO. 1</b>          |      |           |        |        |        |
| Court Clerk                               | 40   | 1         | 30,349 | 37,935 | 45,522 |
| Court Coordinator                         | 53   | 1         | 41,834 | 52,291 | 62,749 |
| Court Reporter                            | 1    | 1         |        |        |        |
| <b>COUNTY COURT AT LAW NO. 2</b>          |      |           |        |        |        |
| Associate Court Administrator             | 53   | 1         | 41,834 | 52,291 | 62,749 |
| Court Coordinator                         | 53   | 2         | 41,834 | 52,291 | 62,749 |
| Court Reporter                            | 1    | 1         |        |        |        |
| <b>COUNTY COURT AT LAW NO. 3</b>          |      |           |        |        |        |
| Court Coordinator                         | 53   | 3         | 41,834 | 52,291 | 62,749 |
| Court Reporter                            | 1    | 1         |        |        |        |
| Receptionist/Clerk                        | 34   | 1         | 26,170 | 32,712 | 39,254 |
| <b>COUNTY JUDGE</b>                       |      |           |        |        |        |
| Administrative Aid to County Judge        | 53   | 1         | 41,834 | 52,291 | 62,749 |
| Administrative Secretary                  | 50   | 1         | 38,847 | 48,558 | 58,270 |
| Assistant to County Judge                 | 1    | 1         |        |        |        |
| Associate Court Administrator             | 53   | 3         | 41,834 | 52,291 | 62,749 |
| Court Clerk                               | 40   | 1         | 30,349 | 37,935 | 45,522 |

| JOB CLASSIFICATION               | RATE | POSITIONS | MIN    | MID    | MAX     |
|----------------------------------|------|-----------|--------|--------|---------|
| <b>COUNTY TREASURER</b>          |      |           |        |        |         |
| Account Clerk                    | 40   | 1         | 30,349 | 37,935 | 45,522  |
| Chief Deputy County Treasurer    | 54   | 1         | 42,881 | 53,601 | 64,321  |
| Senior Account Clerk             | 43   | 1         | 32,680 | 40,851 | 49,022  |
| <b>CRIME LAB</b>                 |      |           |        |        |         |
| Crime Lab Technician             | 48   | 2         | 36,975 | 46,218 | 55,461  |
| Director of Crime Lab            | 72   | 1         | 66,878 | 83,597 | 100,317 |
| Forensic Scientist               | 69   | 8         | 62,102 | 77,629 | 93,157  |
| <b>COURT MASTER (DRUG COURT)</b> |      |           |        |        |         |
| Court Coordinator                | 53   | 2         | 41,834 | 52,291 | 62,749  |
| Court Reporter                   | 1    | 1         |        |        |         |
| Office Specialist                | 38   | 1         | 28,887 | 36,107 | 43,328  |
| <b>CRIMINAL DISTRICT COURT</b>   |      |           |        |        |         |
| Attorney                         | 1    | 1         |        |        |         |
| Chief Appellate/Writ Assistant   | 53   | 1         | 41,834 | 52,291 | 62,749  |
| Court Coordinator                | 53   | 3         | 41,834 | 52,291 | 62,749  |
| Court Reporter                   | 1    | 2         |        |        |         |
| <b>58TH DISTRICT COURT</b>       |      |           |        |        |         |
| Court Clerk (Bailiff)            | 40   | 1         | 30,349 | 37,935 | 45,522  |
| Court Coordinator                | 53   | 1         | 41,834 | 52,291 | 62,749  |
| Court Reporter                   | 1    | 1         |        |        |         |
| <b>60TH DISTRICT COURT</b>       |      |           |        |        |         |
| Court Clerk (Bailiff)            | 40   | 1         | 30,349 | 37,935 | 45,522  |
| Court Coordinator                | 53   | 1         | 41,834 | 52,291 | 62,749  |
| Court Reporter                   | 1    | 1         |        |        |         |
| <b>136TH DISTRICT COURT</b>      |      |           |        |        |         |
| Court Clerk (Bailiff)            | 40   | 1         | 30,349 | 37,935 | 45,522  |
| Court Coordinator                | 53   | 1         | 41,834 | 52,291 | 62,749  |
| Court Reporter                   | 1    | 1         |        |        |         |
| <b>172ND DISTRICT COURT</b>      |      |           |        |        |         |
| Court Clerk (Bailiff)            | 40   | 1         | 30,349 | 37,935 | 45,522  |
| Court Coordinator                | 53   | 1         | 41,834 | 52,291 | 62,749  |
| Court Reporter                   | 1    | 1         |        |        |         |
| <b>252ND DISTRICT COURT</b>      |      |           |        |        |         |
| Coordinator/Indigent Defense     | 53   | 1         | 41,834 | 52,291 | 62,749  |
| Court Coordinator                | 53   | 1         | 41,834 | 52,291 | 62,749  |
| Court Reporter                   | 1    | 1         |        |        |         |

| <b>JOB CLASSIFICATION</b>         | <b>RATE</b> | <b>POSITIONS</b> | <b>MIN</b> | <b>MID</b> | <b>MAX</b> |
|-----------------------------------|-------------|------------------|------------|------------|------------|
| <b>279TH DISTRICT COURT</b>       |             |                  |            |            |            |
| Court Coordinator                 | 53          | 1                | 41,834     | 52,291     | 62,749     |
| Court Reporter                    | 1           | 1                |            |            |            |
| <b>317TH DISTRICT COURT</b>       |             |                  |            |            |            |
| Associate Judge                   | 1           | 1                |            |            |            |
| Court Coordinator                 | 53          | 3                | 41,834     | 52,291     | 62,749     |
| Court Reporter                    | 1           | 1                |            |            |            |
| <b>DATA PROCESSING</b>            |             |                  |            |            |            |
| Assistant Director of MIS         | 79          | 1                | 79,497     | 99,371     | 119,245    |
| Analyst/Programmer                | 62          | 1                | 52,247     | 65,307     | 78,367     |
| Computer Services Tech/Operator   | 49          | 1                | 37,900     | 47,375     | 56,850     |
| Computer Systems Administrator    | 68          | 3                | 60,588     | 75,735     | 90,882     |
| Director of MIS                   | 86          | 1                | 94,499     | 118,121    | 141,744    |
| Personal Computer Technician      | 49          | 4                | 37,900     | 47,375     | 56,850     |
| Personal Computer Technician II   | 52          | 1                | 40,812     | 51,016     | 61,220     |
| Programmer/Analyst                | 65          | 4                | 56,261     | 70,327     | 84,394     |
| Senior Office Specialist          | 43          | 1                | 32,680     | 40,851     | 49,022     |
| Senior Programmer/Analyst         | 70          | 2                | 63,656     | 79,569     | 95,483     |
| <b>DISPUTE RESOLUTION CENTER</b>  |             |                  |            |            |            |
| Case Coordinator                  | 38          | 1                | 28,887     | 36,107     | 43,328     |
| Director of Dispute Resolution    | 69          | 1                | 62,102     | 77,629     | 93,157     |
| Senior Case Manager               | 43          | 1                | 32,680     | 40,851     | 49,022     |
| <b>DISTRICT ATTORNEY</b>          |             |                  |            |            |            |
| Administration Manager to DA      | 60          | 1                | 49,726     | 62,158     | 74,591     |
| Administration Operations Manager | 59          | 3                | 48,516     | 60,644     | 72,772     |
| Administrative Secretary          | 50          | 2                | 38,847     | 48,558     | 58,270     |
| Attorney                          | 1           | 30               |            |            |            |
| Executive Assistant               | 1           | 1                |            |            |            |
| Investigator / Chief Investigator | 1           | 6                |            |            |            |
| Investigator Assistant            | 1           | 1                |            |            |            |
| Personal Computer Technician      | 49          | 1                | 37,900     | 47,375     | 56,850     |
| Secretary                         | 38          | 4                | 28,887     | 36,107     | 43,328     |
| Senior Office Specialist          | 43          | 2                | 32,680     | 40,851     | 49,022     |
| Senior Secretary                  | 45          | 12               | 34,335     | 42,919     | 51,504     |
| <b>DISTRICT CLERK</b>             |             |                  |            |            |            |
| Admin. Deputy District Clerk      | 53          | 3                | 41,834     | 52,291     | 62,749     |
| Chief Deputy District Clerk       | 65          | 1                | 56,261     | 70,327     | 84,394     |
| Deputy District Clerk             | 40          | 18               | 30,349     | 37,935     | 45,522     |
| Senior Account Clerk              | 43          | 1                | 32,680     | 40,851     | 49,022     |
| Senior Deputy District Clerk      | 43          | 3                | 32,680     | 40,851     | 49,022     |

| <b>JOB CLASSIFICATION</b>             | <b>RATE</b> | <b>POSITIONS</b> | <b>MIN</b> | <b>MID</b> | <b>MAX</b> |
|---------------------------------------|-------------|------------------|------------|------------|------------|
| <b>EMERGENCY MANAGEMENT</b>           |             |                  |            |            |            |
| Assistant Emergency Mgmt. Coordinator | 57          | 1                | 46,176     | 57,720     | 69,264     |
| Emergency Management Coordinator      | 1           | 1                |            |            |            |
| <b>ENGINEERING</b>                    |             |                  |            |            |            |
| Director of Engineering               | 86          | 1                | 94,499     | 118,121    | 141,744    |
| Engineering Specialist                | 62          | 6                | 52,247     | 65,307     | 78,367     |
| Engineering Superintendent            | 71          | 1                | 65,247     | 81,559     | 97,871     |
| Office Manager                        | 51          | 1                | 39,819     | 49,773     | 59,727     |
| Secretary                             | 38          | 1                | 28,887     | 36,107     | 43,328     |
| <b>ENVIRONMENTAL CONTROL</b>          |             |                  |            |            |            |
| Director of Environmental Control     | 66          | 1                | 57,669     | 72,087     | 86,505     |
| Environmental Health Inspector        | 52          | 2                | 40,812     | 51,016     | 61,220     |
| Office Specialist                     | 38          | 1                | 28,887     | 36,107     | 43,328     |
| Senior Office Specialist              | 43          | 1                | 32,680     | 40,851     | 49,022     |
| <b>HEALTH &amp; WELFARE</b>           |             |                  |            |            |            |
| Administrative Director of H&W        | 72          | 1                | 66,878     | 83,597     | 100,317    |
| Administrative Secretary              | 50          | 2                | 38,847     | 48,558     | 58,270     |
| Office Specialist                     | 38          | 1                | 28,887     | 36,107     | 43,328     |
| Pharmacy Technician                   | 36          | 1                | 27,492     | 34,366     | 41,240     |
| Public Health Nurse                   | 63          | 4                | 53,551     | 66,939     | 80,328     |
| Public Health Nurse Supervisor        | 65          | 2                | 56,261     | 70,327     | 84,394     |
| Receptionist/Clerk                    | 34          | 2                | 26,170     | 32,712     | 39,254     |
| Senior Office Specialist              | 43          | 2                | 32,680     | 40,851     | 49,022     |
| Van Driver                            | 36          | 2                | 27,492     | 34,366     | 41,240     |
| Welfare Caseworker                    | 49          | 6                | 37,900     | 47,375     | 56,850     |
| Welfare Casework Supervisor           | 58          | 2                | 47,332     | 59,164     | 70,997     |
| Pharmacist                            | 89          | 1                | 101,762    | 127,204    | 152,646    |
| <b>HUMAN RESOURCES</b>                |             |                  |            |            |            |
| Director of HR & Risk Management      | 88          | 1                | 99,282     | 124,102    | 148,922    |
| Employee Relations/Compensation Mgr.  | 66          | 1                | 57,669     | 72,087     | 86,505     |
| Human Resources Assistant             | 48          | 1                | 36,975     | 46,218     | 55,461     |
| Senior Personnel Specialist           | 56          | 1                | 45,049     | 56,313     | 67,577     |
| <b>JUSTICE COURT - PCT 1 PL 1</b>     |             |                  |            |            |            |
| Associate Court Administrator         | 53          | 1                | 41,834     | 52,291     | 62,749     |
| Senior Court Clerk                    | 43          | 2                | 32,680     | 40,851     | 49,022     |
| <b>JUSTICE COURT - PCT 1 PL 2</b>     |             |                  |            |            |            |
| Associate Court Administrator         | 53          | 1                | 41,834     | 52,291     | 62,749     |
| Senior Court Clerk                    | 43          | 2                | 32,680     | 40,851     | 49,022     |

| JOB CLASSIFICATION   | RATE | POSITIONS | MIN    | MID     | MAX     |
|--|------|-----------|--------|---------|---------|
| <b>JUSTICE COURT - PCT 2</b>                                 |      |           |        |         |         |
| Associate Court Administrator                                | 53   | 1         | 41,834 | 52,291  | 62,749  |
| Senior Court Clerk   | 43   | 2         | 32,680 | 40,851  | 49,022  |
| <b>JUSTICE COURT - PCT 4</b>                                 |      |           |        |         |         |
| Associate Court Administrator                                | 53   | 1         | 41,834 | 52,291  | 62,749  |
| Senior Court Clerk   | 43   | 2         | 32,680 | 40,851  | 49,022  |
| <b>JUSTICE COURT - PCT 6</b>                                 |      |           |        |         |         |
| Associate Court Administrator                                | 53   | 1         | 41,834 | 52,291  | 62,749  |
| Senior Court Clerk   | 43   | 2         | 32,680 | 40,851  | 49,022  |
| <b>JUSTICE COURT - PCT 7</b>                                 |      |           |        |         |         |
| Associate Court Administrator                                | 53   | 1         | 41,834 | 52,291  | 62,749  |
| Senior Court Clerk   | 43   | 2         | 32,680 | 40,851  | 49,022  |
| <b>JUSTICE COURT - PCT 8</b>                                 |      |           |        |         |         |
| Associate Court Administrator                                | 53   | 1         | 41,834 | 52,291  | 62,749  |
| Senior Court Clerk   | 43   | 2         | 32,680 | 40,851  | 49,022  |
| <b>JUVENILE PROBATION</b>                                    |      |           |        |         |         |
| Community Service Specialist                                 | 53   | 1         | 41,834 | 52,291  | 62,749  |
| Cook   | 31   | 1         | 24,299 | 30,374  | 36,450  |
| Director of Juv. Probation & Detention (Chief Juvenile Proba | 85   | 1         | 92,193 | 115,242 | 138,291 |
| Juvenile Casework Manager                                    | 67   | 2         | 59,110 | 73,888  | 88,666  |
| Juvenile Casework Supervisor                                 | 61   | 5         | 50,969 | 63,713  | 76,457  |
| Juvenile Detention Officer (Juv. Supervision Officer)        | 42   | 13        | 31,884 | 39,855  | 47,827  |
| Juvenile Detention Superintendent                            | 70   | 1         | 63,656 | 79,569  | 95,483  |
| Juvenile Mental Health Professional                          | 61   | 1         | 50,969 | 63,713  | 76,457  |
| Juvenile Placement Officer                                   | 51   | 1         | 39,819 | 49,773  | 59,727  |
| Juvenile Probation Officer                                   | 51   | 16        | 39,819 | 49,773  | 59,727  |
| Lead Juvenile Detention Officer                              | 50   | 4         | 38,847 | 48,558  | 58,270  |
| Office Specialist (Detention Control Center Operator)        | 38   | 2         | 28,887 | 36,107  | 43,328  |
| Receptionist/Clerk   | 34   | 2         | 26,170 | 32,712  | 39,254  |
| Secretary  | 38   | 2         | 28,887 | 36,107  | 43,328  |
| Senior Office Specialist                                     | 43   | 1         | 32,680 | 40,851  | 49,022  |
| Senior Secretary   | 45   | 1         | 34,335 | 42,919  | 51,504  |

| <b>JOB CLASSIFICATION</b>                    | <b>RATE</b> | <b>POSITIONS</b> | <b>MIN</b> | <b>MID</b> | <b>MAX</b> |
|--|-------------|------------------|------------|------------|------------|
| <b>MAINTENANCE BEAUMONT &amp; PT. ARTHUR</b> |             |                  |            |            |            |
| Building Maintenance Supervisor              | 58          | 1                | 47,332     | 59,164     | 70,997     |
| Carpenter                                    | 55          | 3                | 43,953     | 54,940     | 65,927     |
| Director of Building Maintenance             | 69          | 1                | 43,953     | 54,940     | 65,927     |
| Electrician                                  | 58          | 1                | 47,332     | 59,164     | 70,997     |
| Groundskeeper                                | 32          | 1                | 24,908     | 31,134     | 37,360     |
| Heating, Vent & AC Mechanic                  | 57          | 1                | 46,176     | 57,720     | 69,264     |
| Office Specialist                            | 38          | 2                | 28,887     | 36,107     | 43,328     |
| Painter                                      | 46          | 1                | 35,193     | 43,991     | 52,790     |
| Plumber                                      | 56          | 1                | 45,049     | 56,313     | 67,577     |
| Receptionist/Clerk                           | 34          | 1                | 26,170     | 32,712     | 39,254     |
| Superintendent of Building Maintenance       | 62          | 1                | 52,247     | 65,307     | 78,367     |
| Utility Maintenance Worker                   | 40          | 7                | 30,349     | 37,935     | 45,522     |
| <b>MAINTENANCE MID-COUNTY</b>                |             |                  |            |            |            |
| Maintenance Technician                       | 52          | 1                | 40,812     | 51,016     | 61,220     |
| <b>MOSQUITO CONTROL</b>                      |             |                  |            |            |            |
| Director of Mosquito Control                 | 75          | 1                | 72,019     | 90,024     | 108,030    |
| Entomologist                                 | 62          | 1                | 52,247     | 65,307     | 78,367     |
| Heavy Equip Mechanic                         | 53          | 1                | 41,834     | 52,291     | 62,749     |
| Herbicide Appl & Maintenance Wkr.            | 42          | 2                | 31,884     | 39,855     | 47,827     |
| Mosquito Control Operations Foreman          | 52          | 2                | 40,812     | 51,016     | 61,220     |
| Pesticide Appl & Maintenance Wkr.            | 42          | 2                | 31,884     | 39,855     | 47,827     |
| Pesticide Appl                               | 43          | 1                | 32,680     | 40,851     | 49,022     |
| Pilot/Aircraft Mechanic                      | 63          | 1                | 53,551     | 66,939     | 80,328     |
| Pilot/Aviation Supervisor                    | 65          | 1                | 56,261     | 70,327     | 84,394     |
| Pilot/Mechanical Supervisor                  | 65          | 1                | 56,261     | 70,327     | 84,394     |
| Secretary                                    | 38          | 1                | 28,887     | 36,107     | 43,328     |
| <b>NURSE PRACTITIONER</b>                    |             |                  |            |            |            |
| Admin Clinical Coordinator                   | 56          | 1                | 45,049     | 56,313     | 67,577     |
| Medical Assistant                            | 41          | 1                | 31,107     | 38,883     | 46,660     |
| Nurse Practitioner                           | 80          | 1                | 81,484     | 101,856    | 122,229    |
| <b>PURCHASING DEPARTMENT</b>                 |             |                  |            |            |            |
| Assistant Purchasing Agent                   | 61          | 1                | 50,969     | 63,713     | 76,457     |
| Contract Specialist                          | 55          | 1                | 43,953     | 54,940     | 65,927     |
| Purchasing Agent                             | 75          | 1                | 72,019     | 90,024     | 108,030    |
| Senior Buyer                                 | 49          | 2                | 37,900     | 47,375     | 56,850     |
| Senior Office Specialist                     | 43          | 1                | 32,680     | 40,851     | 49,022     |
| Lead Printer (Printing)                      | 49          | 1                | 37,900     | 47,375     | 56,850     |

| JOB CLASSIFICATION                  | RATE | POSITIONS | MIN    | MID    | MAX    |
|-------------------------------------|------|-----------|--------|--------|--------|
| <b>RISK MANAGEMENT</b>              |      |           |        |        |        |
| Benefits Manager                    | 69   | 1         | 62,102 | 77,629 | 93,157 |
| Senior Benefits Analyst             | 56   | 2         | 45,049 | 56,313 | 67,577 |
| <b>ROAD &amp; BRIDGE PRECINCT 1</b> |      |           |        |        |        |
| Administrative Secretary            | 50   | 1         | 38,847 | 48,558 | 58,270 |
| Equipment Operator/Maint. Wkr.      | 47   | 3         | 36,074 | 45,092 | 54,110 |
| Precinct Road Superintendent        | 69   | 1         | 62,102 | 77,629 | 93,157 |
| Road Foreman                        | 56   | 1         | 45,049 | 56,313 | 67,577 |
| Sr. Equipment Operator/Maint. Wkr.  | 52   | 5         | 40,812 | 51,016 | 61,220 |
| <b>ROAD &amp; BRIDGE PRECINCT 2</b> |      |           |        |        |        |
| Administrative Secretary            | 50   | 1         | 38,847 | 48,558 | 58,270 |
| Equipment Operator/Maint. Wkr.      | 47   | 3         | 36,074 | 45,092 | 54,110 |
| Heavy Equip. Mechanic               | 53   | 1         | 41,834 | 52,291 | 62,749 |
| Precinct Road Superintendent        | 69   | 1         | 62,102 | 77,629 | 93,157 |
| Road Foreman                        | 56   | 2         | 45,049 | 56,313 | 67,577 |
| Sr. Equipment Operator/Maint. Wkr.  | 52   | 6         | 40,812 | 51,016 | 61,220 |
| Utility Maintenance Worker          | 44   | 1         | 33,498 | 41,873 | 50,248 |
| <b>ROAD &amp; BRIDGE PRECINCT 3</b> |      |           |        |        |        |
| Administrative Secretary            | 50   | 1         | 38,847 | 48,558 | 58,270 |
| Assistant Superintendent            | 58   | 1         | 47,332 | 59,164 | 70,997 |
| Carpenter                           | 55   | 1         | 43,953 | 54,940 | 65,927 |
| Equipment Operator/Maint. Wkr.      | 47   | 3         | 36,074 | 45,092 | 54,110 |
| Heavy Equip. Mechanic               | 53   | 1         | 41,834 | 52,291 | 62,749 |
| Precinct Road Superintendent        | 69   | 1         | 62,102 | 77,629 | 93,157 |
| Road Foreman                        | 56   | 1         | 45,049 | 56,313 | 67,577 |
| Sr. Equipment Operator/Maint. Wkr.  | 52   | 5         | 40,812 | 51,016 | 61,220 |
| Utility Maintenance Worker          | 44   | 1         | 33,498 | 41,873 | 50,248 |
| <b>ROAD &amp; BRIDGE PRECINCT 4</b> |      |           |        |        |        |
| Administrative Secretary            | 50   | 1         | 38,847 | 48,558 | 58,270 |
| Assistant Superintendent            | 58   | 1         | 47,332 | 59,164 | 70,997 |
| Equipment Operator/Maint. Wkr.      | 47   | 3         | 36,074 | 45,092 | 54,110 |
| Executive Assistant                 | 1    | 1         |        |        |        |
| Heavy Equip. Mechanic               | 53   | 2         | 41,834 | 52,291 | 62,749 |
| Precinct Road Superintendent        | 69   | 1         | 62,102 | 77,629 | 93,157 |
| Road Foreman                        | 56   | 1         | 45,049 | 56,313 | 67,577 |
| Sr. Equipment Operator/Maint. Wkr.  | 52   | 3         | 40,812 | 51,016 | 61,220 |
| Senior Secretary                    | 45   | 1         | 34,335 | 42,919 | 51,504 |
| Sign Fabricator                     | 42   | 1         | 31,884 | 39,855 | 47,827 |
| Utility Maintenance Worker          | 44   | 2         | 33,498 | 41,873 | 50,248 |

| <b>JOB CLASSIFICATION</b>          | <b>RATE</b> | <b>POSITIONS</b> | <b>MIN</b> | <b>MID</b> | <b>MAX</b> |
|------------------------------------|-------------|------------------|------------|------------|------------|
| <b>SERVICE CENTER</b>              |             |                  |            |            |            |
| Automobile Mechanic                | 48          | 3                | 36,975     | 46,218     | 55,461     |
| Director of Vehicle Service Center | 59          | 1                | 48,516     | 60,644     | 72,772     |
| <b>SHERIFF'S OFFICE</b>            |             |                  |            |            |            |
| Account Clerk                      | 40          | 3                | 30,349     | 37,935     | 45,522     |
| Administration Operations Manager  | 59          | 1                | 48,516     | 60,644     | 72,772     |
| Administrative Office Specialist   | 46          | 6                | 35,193     | 43,991     | 52,790     |
| Administrative Secretary           | 50          | 2                | 38,847     | 48,558     | 58,270     |
| Aircraft Mechanic                  | 62          | 1                | 52,247     | 65,307     | 78,367     |
| Assistant Chief Deputy Sheriff     | 71          | 1                | 65,247     | 81,559     | 97,871     |
| Building Maintenance Supervisor    | 58          | 1                | 46,404     | 58,005     | 69,605     |
| Chief Deputy Sheriff               | 77          | 2                | 75,667     | 94,584     | 113,501    |
| Corrections Maintenance Crew       | 40          | 1                | 30,349     | 37,935     | 45,522     |
| Electrician                        | 58          | 1                | 47,332     | 59,164     | 70,997     |
| Financial Technician               | 48          | 1                | 36,975     | 46,218     | 55,461     |
| Food Service Manager               | 52          | 1                | 40,812     | 51,016     | 61,220     |
| Heating, Vent & AC Mechanic        | 57          | 1                | 45,271     | 56,589     | 67,906     |
| Office Assistant                   | 34          | 2                | 26,170     | 32,712     | 39,254     |
| Office Specialist                  | 38          | 11               | 28,887     | 36,107     | 43,328     |
| Painter                            | 46          | 1                | 35,193     | 43,991     | 52,790     |
| Plumber                            | 56          | 1                | 44,166     | 55,209     | 66,252     |
| Receptionist/Clerk                 | 34          | 2                | 25,657     | 32,071     | 38,484     |
| Secretary                          | 38          | 2                | 28,887     | 36,107     | 43,328     |
| Senior Office Specialist           | 43          | 2                | 32,680     | 40,851     | 49,022     |
| Senior Telecommunicator            | 46          | 1                | 35,193     | 43,991     | 52,790     |
| Telecommunications Ser. Supervisor | 54          | 1                | 42,881     | 53,601     | 64,321     |
| Telecommunicator                   | 42          | 9                | 31,884     | 39,855     | 47,827     |
| Welder                             | 50          | 1                | 38,847     | 48,558     | 58,270     |
| <b>TAX ASSESSOR/COLLECTOR</b>      |             |                  |            |            |            |
| Account Clerk                      | 40          | 40               | 30,349     | 37,935     | 45,522     |
| Accounting Technician              | 53          | 6                | 41,834     | 52,291     | 62,749     |
| Administrative Secretary           | 50          | 1                | 38,847     | 48,558     | 58,270     |
| Chief Deputy Tax Assessor          | 69          | 1                | 62,102     | 77,629     | 93,157     |
| Financial Manager                  | 71          | 1                | 65,247     | 81,559     | 97,871     |
| Senior Account Clerk               | 43          | 6                | 32,680     | 40,851     | 49,022     |
| <b>VETERANS SERVICE</b>            |             |                  |            |            |            |
| Office Specialist                  | 38          | 2                | 28,887     | 36,107     | 43,328     |
| Veterans County Service Officer    | 60          | 1                | 49,726     | 62,158     | 74,591     |
| Veterans Service Supervisor        | 49          | 1                | 37,900     | 47,375     | 56,850     |

| <b>JOB CLASSIFICATION</b>                      | <b>RATE</b> | <b>POSITIONS</b> | <b>MIN</b> | <b>MID</b> | <b>MAX</b> |
|--|-------------|------------------|------------|------------|------------|
| <b>VICTIM'S ASSISTANCE (Domestic Violence)</b> |             |                  |            |            |            |
| Receptionist/Clerk                             | 34          | 2                | 26,170     | 32,712     | 39,254     |
| Secretary                                      | 38          | 1                | 28,887     | 36,107     | 43,328     |
| Victim's Assistance Director                   | 56          | 1                | 45,049     | 56,313     | 67,577     |
| Volunteer Coordinator                          | 45          | 1                | 34,335     | 42,919     | 51,504     |
| <b>VISITOR'S CENTER</b>                        |             |                  |            |            |            |
| Administration Operations Manager              | 59          | 1                | 48,516     | 60,644     | 72,772     |
| Director of Visitors' Center                   | 62          | 1                | 52,247     | 65,307     | 78,367     |
| Secretary                                      | 38          | 2                | 28,887     | 36,107     | 43,328     |
| Utility Maintenance Worker                     | 40          | 1                | 30,349     | 37,935     | 45,522     |

620

# CONTRACT RENEWAL FOR IFB 19-060/YS RE-BID TERM CONTRACT FOR MOWING FOR JEFFERSON COUNTY

The County entered into a contract with Universal Operations LLC for one (1) year, from December 3, 2019 to December 2, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from December 2, 2020 to December 1, 2021.

ATTEST:

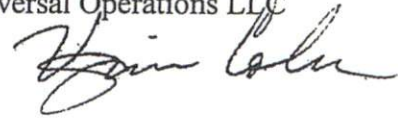
JEFFERSON COUNTY, TEXAS

  
Carolyn L. Guidry, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:  
Universal Operations LLC

  
(Name)

**STATEMENT OF FINANCIAL POSITION**  
**AUGUST 31, 2020**

**CSCD:** Jefferson County

**ASSETS**

|                     |                     |                               |
|---------------------|---------------------|-------------------------------|
| CASH                | <u>1,253,426.10</u> |                               |
| ACCOUNTS RECEIVABLE |                     |                               |
| Supervision Fees    | <u>125,569.33</u>   |                               |
| Due from CJAD       |                     |                               |
| Other               | <u>83,356.62</u>    |                               |
| <b>TOTAL ASSETS</b> |                     | <u><b>\$ 1,462,352.05</b></u> |

**LIABILITIES**

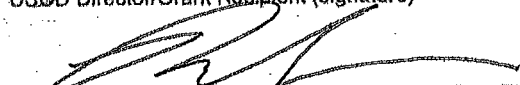
|                          |                   |                             |
|--------------------------|-------------------|-----------------------------|
| ACCOUNTS PAYABLE         |                   |                             |
| Basic Supervision        | <u>208,694.61</u> |                             |
| Community Corrections    | <u>26,746.45</u>  |                             |
| Diversion Programs       | <u>125,755.67</u> |                             |
| TAIP                     |                   |                             |
| <b>TOTAL LIABILITIES</b> |                   | <u><b>\$ 361,196.73</b></u> |

**FUND BALANCES**

|                            |                   |                               |
|----------------------------|-------------------|-------------------------------|
| Basic Supervision          | <u>808,709.57</u> |                               |
| Community Corrections      | <u>134,438.39</u> |                               |
| Diversion Programs         | <u>158,007.36</u> |                               |
| TAIP                       |                   |                               |
| <b>TOTAL FUND BALANCES</b> |                   | <u><b>\$ 1,101,155.32</b></u> |

|  |                               |
|--|-------------------------------|
| <b>TOTAL FUND BALANCES AND LIABILITIES</b> | <u><b>\$ 1,462,352.05</b></u> |
|--|-------------------------------|

|   |            |
|---|------------|
|  | 11/16/2020 |
| CSCD Director/Grant Recipient (signature)   | DATE       |

|   |            |
|---|------------|
|  | 11/16/2020 |
| Fiscal Officer (signature)  | DATE       |



November 23, 2020

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

Dear Patrick Swain,

Thank you for assisting Johnson Controls in our effort to qualify the energy efficient systems at {Facility} for the IRS §179D deduction.

During the passage of the Energy Policy Act of 2005, which is the basis of §179D, Congress wanted to give incentives to designers so that they would continually push the energy savings envelope when designing new systems for publicly owned buildings.

As with so many of these government programs there are several forms and criteria that must be fulfilled in order to qualify a project for the deduction. One of these forms is an allocation letter that the designer must obtain from a representative of the publicly owned facility. Attached is a copy of this form for the {Facility} project.

We would greatly appreciate it if you would sign this form and return it to us so that we can engage an outside 3<sup>rd</sup> party to review our energy efficient design and calculations in order to determine the amount of the deduction. We will keep you informed of any site visit (which we will be present for) that is necessary to confirm that the energy efficient systems are in place and operational. This site visit will not place any burden on your staff as it is only a quick walk-thru to confirm the installed products.

Thanks again for your help in this matter and we hope that the new energy efficient systems are being enjoyed by your employees and customers alike.

Best regards,

A handwritten signature in cursive script that reads "William J. Coe".

William J Coe  
Performance Specialist

| <b><u>Public Building Authorized Representative Information</u></b> |  |
|---|--|
| Agency:   | Jefferson County of Texas                                      |
| Rep Name:   | Patrick Swain  |
| Address:  | 1149 Pearl Street, 7 <sup>th</sup> Floor<br>Beaumont, TX 77701 |
| Telephone:  | (409) 835-8500   |

| <b><u>Designer Authorized Representative Information</u></b> |  |
|--|--|
| Company:   | Johnson Controls, Inc.                 |
| Rep Name:  | William J. Coe                         |
| Address:   | 3021 West Bend Drive, Irving, TX 75063 |
| Telephone:   | 972-868-3661                           |
| JCI Contract #   | 8PYM-0006                              |

| Public Building Information   |    |                                       |                         |              |
|---|----|---------------------------------------|-------------------------|--------------|
| Names and Addresses of publicly owned building(s) where property was installed: |    | Facility Name                         | Address                 | Area (Sq ft) |
|   | 1  | Courthouse                            | 1149 Pearl              | 157,579      |
|   | 2  | Courthouse Addition                   | 1085 Pearl              | 161,568      |
|   | 3  | Courthouse Annex 1                    | 1225 Pearl/215 Franklin | 33,141       |
|   | 4  | Courthouse Annex 2                    | 1295 Pearl              | 25,032       |
|   | 5  | Courthouse Annex 4                    | 820 Neches              | 20,832       |
|   | 6  | Downtown Jail/Sheriff Office          | 1001 Pearl              | 135,587      |
|   | 7  | County Correctional Facility          | 5030 Hwy 69 South       | 284,630      |
|   | 8  | Ford Park Arena & Exhibit Hall        | 5115 IH-10 South        | 274,000      |
|   | 9  | Ford Park Visitor's Center            | 5055 IH-10 South        | 10,400       |
|   | 10 | Minnie Rogers Juvenile Justice Center | 5236 Hwy 69 South       | 50,335       |
|   | 11 | Precinct No. 1                        | 20205 Hwy 90            | 19,983       |
|   | 12 | Precinct No. 2                        | 7759 Viterbo Rd         | 20,572       |
|   | 13 | Precinct No. 3                        | 5700 Jade Avenue        | 19,785       |
|   | 14 | Precinct No. 4                        | 7780 Boyt Road          | 38,720       |
|   | 15 | Sub Courthouse                        | 525 Lakeshore Drive     | 27,520       |
|   | 16 | Airport Main Terminal                 | 6000 Airline Drive      | 41,988       |



|  |    |                             |                               |                  |
|--|----|-----------------------------|-------------------------------|------------------|
|  | 17 | Airport Jerry Ware Terminal | 5000 Jerry Ware Drive         | 20,000           |
|  | 18 | Airport Jerry Ware Annex    | 5000 Jerry Ware Drive         | 3,000            |
|  | 19 | Airport Hangars 2           | 4840 Parker Drive             | 21,222           |
|  | 20 | Airport Hangars 7           | 4605 Airport 3rd Street       | 31,500           |
|  | 21 | Sheriff Hangar              | 4640 Hanger Drive             | 19,600           |
|  | 22 | Airport Firehouse           | 4960 Jerry Wade Drive         | 5,794            |
|  | 23 | Mid-County Tax Office       | 4605N Jerry Wade Drive        | 2,476            |
|  | 24 | Marine Operations           | 5960 S 1st Ave - Marine Drive | 4,068            |
|  |    |                             |                               | <b>1,429,332</b> |
| Cost of Property:  |    | \$16,212,295                |                               |                  |
| Date property was/will be placed into service:   |    | 09/30/2020                  |                               |                  |
| Amount of §179D deduction allocated to<br><b>Lighting/HVAC/Building Envelope</b> Designer:<br>(\$1.80/sqft x 000,000 sqft)   |    | \$2,572,797.60              |                               |                  |
| The maximum amount of the §179D deduction to be allocated to the designer is the amount of the costs incurred by the owner of the government-owned building to place the energy efficient commercial building property into service or the amount calculated above, whichever is less. |    |                             |                               |                  |

| <b><u>Designer Signature</u></b>                    |                      |
|---|----------------------|
| Signature of authorized representative of Designer: | <i>William J Coe</i> |
| Print Name:   | William J Coe        |

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

---

**Authorized Representative of Public Building**

Date

---

**Print Name**



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

OFFICE OF THE CHIEF COUNSEL

August 29, 2011

Number: **2011-0072**  
Release Date: 9/30/2011

CC:PSI:B06  
CONEX-132458-11

UIL: 179D.00-00

The Honorable Roy Blunt  
United States Senate  
Washington, DC 20510

Dear Senator Blunt:

This letter responds to your letter dated August 01, 2011, to the Commissioner of the IRS. You inquired about the consequences to owners of government-owned buildings of making an allocation of the section 179D deduction to a designer of an energy efficient commercial building property project. Specifically, you asked for clarification "that public sector building owners do not incur any responsibilities, liabilities, or costs by signing the allocation document." Although the owner of a government-owned building may incur responsibilities, liabilities, and costs as result of any agreement that it enters into with a designer of a project, for which the section 179D deduction is allocated, this letter only addresses the federal income tax consequences of making the allocation to a designer.

Generally, a taxpayer who owns or leases a commercial building in the United States can claim a deduction for part or all of the cost of energy efficient commercial building property placed in service after December 31, 2005, and before January 1, 2014. To claim the deduction, the taxpayer must demonstrate that installing this property results in improved energy savings meeting the requirements of section 179D of the Code.

Section 179D(d)(4) creates a special rule for projects involving government-owned buildings for which the deduction is available:

(4) Allocation of deduction for public property.--In the case of energy efficient commercial building property installed on or in property owned by a Federal, State, or local government or a political subdivision thereof, the Secretary shall promulgate a regulation to allow the allocation of the deduction to the person primarily responsible for designing the property in lieu of the owner of such property. Such person shall be treated as the taxpayer for purposes of this section.

CONEX-132458-11

2

The allocation of the section 179D deduction from the owner of a government-owned building to the designer of a project is available only for government-owned buildings. The allocation of this deduction is not available to the designer for commercial buildings that a tax-exempt, non-profit, or any other type of entity owns.

Designers claiming the section 179D deduction must obtain a certification and a written allocation of the deduction from the owner of the government-owned building prior to claiming the deduction. Generally, the designer seeking to claim the deduction pays for this certification. See Notice 2006-52, 2006-1 C.B. 1175.

The maximum amount of the section 179D deduction that an owner can allocate to the designer is the amount of the costs the owner of the government-owned building incurred to place the energy efficient commercial building property in service. The designer does not include any amount in income and has no requirement to reduce future deductions as a result of the allocated section 179D deduction. See Notice 2008-40 (the Notice), 2008-14 I.R.B. 725.

The owner of a government-owned building must include certain information in the written allocation provided to a designer (see section 3.04 of the Notice):

- (1) The name, address, and telephone number of an authorized representative of the owner of the government-owned building
- (2) The name, address, and telephone number of an authorized representative of the designer receiving the allocation of the section 179D deduction
- (3) The address of the government-owned building on or in which the property is installed
- (4) The cost of the property
- (5) The date the property is placed in service
- (6) The amount of the section 179D deduction allocated to the designer
- (7) The signatures of the authorized representatives of both the owner of the government-owned building and the designer or the designer's authorized representative
- (8) A declaration, applicable to the allocation and any accompanying documents, signed by the authorized representative of the owner of the government-owned building, in the following form:

"Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete."

CONEX-132458-11

3

Under section 7206 of the Code, the IRS may impose a penalty on any person who provides a fraudulent or false statement.

The owner of the public building has no requirement to include any amount in income on account of the section 179D deduction allocated to the designer. The owner of the public building, however, must reduce its basis in the energy efficient commercial building property by the amount of the allocated section 179D deduction. See section 3.07 of the Notice.

I hope this information is helpful. We would be happy to discuss the allocation requirements for this deduction with you or your staff. Please call  
at if you would like to schedule a meeting.

Sincerely,

Curt G. Wilson  
Associate Chief Counsel  
(Passthroughs & Special Industries)

| PGM: GMCOMMV2                     | DATE<br>11-24-2020 | PAGE: 1<br>80<br>TOTAL |
|-----------------------------------|--------------------|------------------------|
| NAME                              | AMOUNT             | CHECK NO.              |
| JURY FUND                         |                    |                        |
| TRI-CITY COFFEE SERVICE           | 81.95              | 477363                 |
| DAWN DONUTS                       | 46.50              | 477488                 |
|                                   |                    | 128.45**               |
| ROAD & BRIDGE PCT.#1              |                    |                        |
| SPIDLE & SPIDLE                   | 2,196.66           | 477276                 |
| M&D SUPPLY                        | 19.41              | 477326                 |
| MUNRO'S                           | 30.35              | 477333                 |
| VULCAN MATERIALS CO.              | 3,255.54           | 477365                 |
| SOUTHERN TIRE MART, LLC           | 90.90              | 477370                 |
| ADVANCE AUTO PARTS                | 164.80             | 477466                 |
| REPUBLIC SERVICES                 | 30.50              | 477487                 |
| CINTAS CORPORATION                | 22.36              | 477492                 |
|                                   |                    | 5,810.52**             |
| ROAD & BRIDGE PCT.#2              |                    |                        |
| CERTIFIED LABORATORIES            | 440.20             | 477292                 |
| BUMPER TO BUMPER                  | 95.12              | 477417                 |
| CENTERPOINT ENERGY RESOURCES CORP | 61.13              | 477419                 |
| REPUBLIC SERVICES                 | 67.09              | 477487                 |
|                                   |                    | 663.54**               |
| ROAD & BRIDGE PCT. # 3            |                    |                        |
| BEAUMONT TRACTOR COMPANY          | 1,994.01           | 477285                 |
| CERTIFIED LABORATORIES            | 1,117.00           | 477292                 |
| CITY OF PORT ARTHUR - WATER DEPT. | 38.55              | 477295                 |
| ENTERGY                           | 31.65              | 477317                 |
| ENTERGY                           | 9.23               | 477318                 |
| ENTERGY                           | 313.51             | 477319                 |
| OFFICE DEPOT                      | 120.94             | 477337                 |
| TEXAS GAS SERVICE                 | 23.15              | 477407                 |
| CENTERPOINT ENERGY RESOURCES CORP | 41.52              | 477419                 |
| WINDSTREAM                        | 43.30              | 477422                 |
| REPUBLIC SERVICES                 | 29.62              | 477487                 |
| THE HOME DEPOT PRO                | 1,080.13           | 477508                 |
|                                   |                    | 4,842.61**             |
| ROAD & BRIDGE PCT.#4              |                    |                        |
| ABLE FASTENER, INC.               | 44.73              | 477274                 |
| CHUCK'S WRECKER SERVICE           | 125.00             | 477293                 |
| BEAUMONT ENTERPRISE               | 221.88             | 477301                 |
| GREATER PORT ARTHUR               | 350.00             | 477315                 |
| GULF COAST SCREW & SUPPLY         | 123.00             | 477316                 |
| M&D SUPPLY                        | 12.40              | 477326                 |
| MUNRO'S                           | 160.36             | 477333                 |
| SMART'S TRUCK & TRAILER, INC.     | 285.53             | 477348                 |
| AT&T                              | 86.39              | 477355                 |
| VULCAN MATERIALS CO.              | 17,677.44          | 477365                 |
| MARTIN PRODUCT SALES LLC          | 1,756.10           | 477423                 |
| ASCO                              | 2,419.91           | 477467                 |
| COPE'S TRAILERS                   | 486.55             | 477485                 |
| REPUBLIC SERVICES                 | 117.46             | 477487                 |
| CINTAS CORPORATION                | 94.55              | 477492                 |
|                                   |                    | 23,961.30**            |
| ENGINEERING FUND                  |                    |                        |
| OFFICE DEPOT                      | 365.76             | 477337                 |
| BRADLEY STAFFORD                  | 40.00              | 477464                 |
|                                   |                    | 405.76**               |
| PARKS & RECREATION                |                    |                        |
| BELL FENCE MFG. CO.               | 302.70             | 477286                 |
| RITTER @ HOME                     | 55.98              | 477343                 |
|                                   |                    | 358.68**               |
| GENERAL FUND                      |                    |                        |
| TAX OFFICE                        |                    |                        |
| ACE IMAGEWEAR                     | 23.90              | 477347                 |
| UNITED STATES POSTAL SERVICE      | 993.12             | 477391                 |
| ATTABOY TERMITE & PEST CONTROL    | 42.11              | 477443                 |

| PGM: GMCOMMV2                       | DATE<br>11-24-2020 | PAGE: 2         |
|-------------------------------------|--------------------|-----------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL |
| ALLISON GETZ                        | 997.62             | 477484          |
| PEREGRINE SERVICES INC              | 24.44              | 477496          |
| COUNTY HUMAN RESOURCES              |                    | 2,081.19*       |
| PINNACLE EMPLOYEE TESTING           | 75.00              | 477339          |
| SETHRA                              | 65.00              | 477351          |
| PRE CHECK, INC.                     | 360.00             | 477382          |
| UNITED STATES POSTAL SERVICE        | 2.10               | 477391          |
| SOUTHEAST TEXAS OCCUPATIONAL MEDICI | 180.00             | 477491          |
| AUDITOR'S OFFICE                    |                    | 682.10*         |
| OFFICE DEPOT                        | 223.83             | 477337          |
| UNITED STATES POSTAL SERVICE        | 8.23               | 477391          |
| COUNTY CLERK                        |                    | 232.06*         |
| UNITED STATES POSTAL SERVICE        | 151.01             | 477391          |
| SIERRA SPRING WATER CO. - BT        | 25.63              | 477393          |
| ICRM                                | 200.00             | 477426          |
| COUNTY JUDGE                        |                    | 376.64*         |
| PHILLIP DOWDEN                      | 1,000.00           | 477280          |
| LAIRON DOWDEN, JR.                  | 500.00             | 477299          |
| OFFICE DEPOT                        | 218.17             | 477337          |
| UNITED STATES POSTAL SERVICE        | 1.62               | 477391          |
| ROCKY LAWDERMILK                    | 2,000.00           | 477401          |
| HARVEY L WARREN III                 | 2,000.00           | 477447          |
| JOSHUA C HEINZ                      | 500.00             | 477461          |
| WILLIAM FORD DISHMAN                | 500.00             | 477472          |
| JAN GIROUARD & ASSOCIATES LLC       | 200.00             | 477490          |
| RISK MANAGEMENT                     |                    | 6,919.79*       |
| UNITED STATES POSTAL SERVICE        | 5.22               | 477391          |
| COUNTY TREASURER                    |                    | 5.22*           |
| UNITED STATES POSTAL SERVICE        | 105.75             | 477391          |
| PURCHASING DEPARTMENT               |                    | 105.75*         |
| BEAUMONT ENTERPRISE                 | 452.56             | 477302          |
| UNITED STATES POSTAL SERVICE        | 6.45               | 477391          |
| GENERAL SERVICES                    |                    | 459.01*         |
| CURTIS 1000, INC.                   | 2,205.29           | 477298          |
| CASH ADVANCE ACCOUNT                | 40.00              | 477323          |
| TRIANGLE COMPUTER & TELEPHONE       | 25.00              | 477361          |
| ADVANCED STAFFING                   | 97.50              | 477372          |
| TOWER COMMUNICATIONS, INC.          | 2,517.00           | 477388          |
| ROCHESTER ARMORED CAR CO INC        | 5,765.94           | 477452          |
| RR DONNELLEY                        | 208.34             | 477486          |
| DATA PROCESSING                     |                    | 10,859.07*      |
| OFFICE DEPOT                        | 92.67              | 477337          |
| CDW COMPUTER CENTERS, INC.          | 13,222.80          | 477375          |
| VOTERS REGISTRATION DEPT            |                    | 13,315.47*      |
| ADVANCED STAFFING                   | 518.70             | 477372          |
| UNITED STATES POSTAL SERVICE        | 1,461.91           | 477391          |
| ELECTIONS DEPARTMENT                |                    | 1,980.61*       |
| RYDER TRANSPORTATION SERVICES       | 4,245.78           | 477279          |
| FED EX                              | 158.16             | 477309          |
| CUMULUS BROADCASTING, INC.          | 3,953.00           | 477380          |
| SIERRA SPRING WATER CO. - BT        | 46.74              | 477393          |

| PGM: GMCOMMV2                      | DATE<br>11-24-2020 | PAGE: 3         |
|------------------------------------|--------------------|-----------------|
| NAME                               | AMOUNT             | CHECK NO. TOTAL |
| SAM'S CLUB DIRECT                  | 75.26              | 477462          |
| DISTRICT ATTORNEY                  |                    | 8,478.94*       |
| OFFICE DEPOT                       | 43.77              | 477337          |
| TEXAS DISTRICT & COUNTY ATTY ASSN. | 250.00             | 477360          |
| UNITED STATES POSTAL SERVICE       | 67.16              | 477391          |
| SUMMER TANNER                      | 727.20             | 477428          |
| SHERWIN-WILLIAMS                   | 41.38              | 477441          |
| SCANSTAT TECHNOLOGIES              | 134.75             | 477450          |
| THOMSON REUTERS-WEST               | 3,718.08           | 477470          |
| DISTRICT CLERK                     |                    | 4,982.34*       |
| KIRKSEY'S SPRINT PRINTING          | 51.90              | 477324          |
| UNITED STATES POSTAL SERVICE       | 635.04             | 477391          |
| CRIMINAL DISTRICT COURT            |                    | 686.94*         |
| DOUGLAS M. BARLOW, ATTORNEY AT LAW | 1,456.25           | 477284          |
| OFFICE DEPOT                       | 85.65              | 477337          |
| DUSTIN R. GALMOR                   | 1,893.75           | 477454          |
| WILLIAM MARCUS WILKERSON           | 800.00             | 477465          |
| 136TH DISTRICT COURT               |                    | 4,235.65*       |
| THOMSON REUTERS-WEST               | 45.36              | 477469          |
| 252ND DISTRICT COURT               |                    | 45.36*          |
| THOMAS J. BURBANK PC               | 800.00             | 477290          |
| CRISTY SMITH                       | 1,062.15           | 477291          |
| WENDELL RADFORD                    | 2,512.50           | 477341          |
| UNITED STATES POSTAL SERVICE       | 19.82              | 477391          |
| SUMMER TANNER                      | 150.00             | 477428          |
| 279TH DISTRICT COURT               |                    | 4,544.47*       |
| NATHAN REYNOLDS, JR.               | 200.00             | 477342          |
| CHARLES ROJAS                      | 100.00             | 477377          |
| JOEL WEBB VAZQUEZ                  | 700.00             | 477416          |
| TONYA CONNELL TOUPS                | 500.00             | 477431          |
| BRITTANIE HOLMES                   | 400.00             | 477463          |
| LAW OFFICE OF J SCOTT FREDERICK    | 200.00             | 477482          |
| ALICIA K HALL PLLC                 | 1,200.00           | 477520          |
| 317TH DISTRICT COURT               |                    | 3,300.00*       |
| CHARLES ROJAS                      | 150.00             | 477377          |
| GLEN M. CROCKER                    | 850.00             | 477396          |
| LANGSTON ADAMS                     | 675.00             | 477402          |
| JOEL WEBB VAZQUEZ                  | 300.00             | 477416          |
| TONYA CONNELL TOUPS                | 850.00             | 477431          |
| REALTIME REPORTING SERVICES INC.   | 52.20              | 477455          |
| BRYAN E MCEACHERN PC               | 500.00             | 477474          |
| THE PARDUE LAW FIRM, PLLC          | 400.00             | 477519          |
| JUSTICE COURT-PCT 1 PL 1           |                    | 3,777.20*       |
| UNITED STATES POSTAL SERVICE       | 10.46              | 477391          |
| JUSTICE COURT-PCT 2                |                    | 10.46*          |
| CLASSIC FORMS AND PRODUCTS         | 99.00              | 477408          |
| JUSTICE COURT-PCT 4                |                    | 99.00*          |
| POSTMASTER                         | 1,185.00           | 477340          |
| AT&T                               | 83.90              | 477354          |
| JUSTICE COURT-PCT 6                |                    | 1,268.90*       |
| UNITED STATES POSTAL SERVICE       | 46.03              | 477391          |
| JUSTICE COURT-PCT 7                |                    | 46.03*          |

| PGM: GMCOMMV2                       | DATE<br>11-24-2020 | PAGE: 4         |
|-------------------------------------|--------------------|-----------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL |
| OFFICE DEPOT                        | 311.15             | 477337          |
| COUNTY COURT AT LAW NO.1            |                    | 311.15*         |
| TAMARA DEROUEN                      | 250.00             | 477369          |
| UNITED STATES POSTAL SERVICE        | 1.26               | 477391          |
| LEXIS-NEXIS                         | 80.00              | 477392          |
| SIERRA SPRING WATER CO. - BT        | 64.75              | 477394          |
| COUNTY COURT AT LAW NO. 2           |                    | 396.01*         |
| DAVID GROVE                         | 300.00             | 477277          |
| DAVID W BARLOW                      | 250.00             | 477283          |
| DONALD BOUDREAUX                    | 250.00             | 477289          |
| BRUCE W. COBB                       | 300.00             | 477297          |
| A. MARK FAGGARD                     | 250.00             | 477304          |
| JOHN E MACEY ATTORNEY AT LAW PLLC   | 400.00             | 477327          |
| LAURIE PEROZZO                      | 250.00             | 477444          |
| COUNTY COURT AT LAW NO. 3           |                    | 2,000.00*       |
| A. MARK FAGGARD                     | 250.00             | 477304          |
| OFFICE DEPOT                        | 388.35             | 477337          |
| UNITED STATES POSTAL SERVICE        | .50                | 477391          |
| THE SAMUEL FIRM, PLLC               | 500.00             | 477507          |
| BYNUM LAW PLLC                      | 250.00             | 477518          |
| COURT MASTER                        |                    | 1,388.85*       |
| THOMSON REUTERS-WEST                | 54.00              | 477469          |
| MEDIATION CENTER                    |                    | 54.00*          |
| SOUTHEAST TEXAS WATER               | 69.00              | 477352          |
| TRI-CITY COFFEE SERVICE             | 83.20              | 477363          |
| UNITED STATES POSTAL SERVICE        | 2.93               | 477391          |
| SHERIFF'S DEPARTMENT                |                    | 155.13*         |
| A-1 TINT & ACCESSORIES              | 639.90             | 477273          |
| EQUINE MEDICINE & SURGERY           | 32.00              | 477303          |
| FAST SIGNS, INC.                    | 6.00               | 477305          |
| FED EX                              | 14.50              | 477308          |
| FED EX                              | 77.19              | 477311          |
| MCNEILL INSURANCE AGENCY            | 71.00              | 477331          |
| OFFICE DEPOT                        | 861.25             | 477337          |
| AMERICAN POLYGRAPH ASSOCIATION      | 150.00             | 477379          |
| VERIZON WIRELESS                    | 3,381.13           | 477385          |
| UNITED STATES POSTAL SERVICE        | 168.17             | 477391          |
| FIVE STAR FEED                      | 103.50             | 477410          |
| INTERSTATE ALL BATTERY CENTER - BMT | 691.80             | 477442          |
| TEXAS ASSOC OF HOSTAGE NEGOTIATORS  | 40.00              | 477457          |
| SAM'S CLUB DIRECT                   | 239.96             | 477462          |
| GALLS LLC                           | 148.40             | 477483          |
| REPUBLIC SERVICES                   | 36.62              | 477487          |
| SOUTHEAST TEXAS OCCUPATIONAL MEDICI | 50.00              | 477491          |
| THE MONOGRAM SHOP                   | 406.50             | 477494          |
| FANNETT VETERINARY CLINIC           | 360.00             | 477501          |
| CRIME LABORATORY                    |                    | 7,477.92*       |
| FED EX                              | 70.62              | 477307          |
| FISHER SCIENTIFIC                   | 99.62              | 477312          |
| CERILLIANT                          | 191.80             | 477404          |
| LIPOMED                             | 219.40             | 477449          |
| AIRGAS USA, LLC                     | 250.67             | 477502          |
| JAIL - NO. 2                        |                    | 832.11*         |
| CITY OF BEAUMONT - WATER DEPT.      | 22,381.99          | 477294          |
| JACK BROOKS REGIONAL AIRPORT        | 278.74             | 477322          |
| AT&T                                | 1,402.42           | 477355          |
| TEXAS GAS SERVICE                   | 483.12             | 477406          |

| PGM: GMCOMMV2                     | DATE<br>11-24-2020 | PAGE: 5         |
|-----------------------------------|--------------------|-----------------|
| NAME                              | AMOUNT             | CHECK NO. TOTAL |
| REPUBLIC SERVICES                 | 6,514.89           | 477487          |
| CORRHEALTH LLC                    | 550,203.65         | 477499          |
| JUVENILE PROBATION DEPT.          |                    | 581,264.81*     |
| FED EX                            | 58.57              | 477310          |
| UNITED STATES POSTAL SERVICE      | 1.34               | 477391          |
| JUVENILE DETENTION HOME           |                    | 59.91*          |
| CITY OF BEAUMONT - WATER DEPT.    | 4,166.18           | 477294          |
| HYDRO-CLEAN SERVICES, INC.        | 560.00             | 477320          |
| S.E. TEXAS BUILDING SERVICE       | 2,600.00           | 477349          |
| FLOWERS FOODS                     | 210.89             | 477413          |
| BEN E KEITH FOODS                 | 2,957.75           | 477415          |
| CENTERPOINT ENERGY RESOURCES CORP | 523.23             | 477419          |
| WASTEWATER TRANSPORT SERVICES LLC | 918.00             | 477479          |
| REPUBLIC SERVICES                 | 430.89             | 477487          |
| BIG THICKET PLUMBING INC          | 150.00             | 477500          |
| CONSTABLE PCT 1                   |                    | 12,516.94*      |
| CASH ADVANCE ACCOUNT              | 389.76             | 477323          |
| UNITED STATES POSTAL SERVICE      | 60.47              | 477391          |
| CONSTABLE-PCT 4                   |                    | 450.23*         |
| KIRKSEY'S SPRINT PRINTING         | 24.95              | 477324          |
| OFFICE DEPOT                      | 376.54             | 477337          |
| AT&T                              | 41.95              | 477354          |
| CONSTABLE-PCT 6                   |                    | 443.44*         |
| UNITED STATES POSTAL SERVICE      | 2.93               | 477391          |
| AGRICULTURE EXTENSION SVC         |                    | 2.93*           |
| WALMART COMMUNITY BRC             | 20.08              | 477389          |
| HEALTH AND WELFARE NO. 1          |                    | 20.08*          |
| CLAYBAR FUNERAL HOME, INC.        | 1,040.00           | 477296          |
| MUNRO'S                           | 7.11               | 477333          |
| OFFICE DEPOT                      | 504.43             | 477337          |
| UNITED STATES POSTAL SERVICE      | 56.27              | 477391          |
| JADA BROUSSARD                    | 156.55             | 477434          |
| BONNIE SWAIN                      | 185.00             | 477451          |
| HEALTH AND WELFARE NO. 2          |                    | 940.50*         |
| GABRIEL FUNERAL HOME, INC.        | 1,500.00           | 477313          |
| MCNEILL INSURANCE AGENCY          | 71.00              | 477331          |
| NURSE PRACTITIONER                |                    | 1,571.00*       |
| MCKESSON MEDICAL-SURGICAL INC     | 4,520.60           | 477376          |
| SIERRA SPRING WATER CO. - BT      | 6.78               | 477393          |
| LESLIE RIGGS                      | 62.68              | 477480          |
| SOPHIA LEBLANC                    | 63.83              | 477510          |
| CHILD WELFARE UNIT                |                    | 4,653.89*       |
| J.C. PENNEY'S                     | 1,087.78           | 477398          |
| S&M FAMILY OUTLET                 | 697.23             | 477400          |
| ROSS DRESS FOR LESS, INC.         | 3,211.78           | 477425          |
| INDIGENT MEDICAL SERVICES         |                    | 4,996.79*       |
| MCGRIFF, SEIBELS & WILLIAMS OF TX | 6,595.00           | 477405          |
| LOCAL GOVERNMENT SOLUTIONS LP     | 3,773.00           | 477432          |
| KING'S PHARMACY BEAUMONT          | 1,454.69           | 477458          |
| MAINTENANCE-BEAUMONT              |                    | 11,822.69*      |

| PGM: GMCOMMV2                       | DATE<br>11-24-2020 | PAGE: 6         |
|-------------------------------------|--------------------|-----------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL |
| W.W. GRAINGER, INC.                 | 708.84             | 477314          |
| M&D SUPPLY                          | 151.22             | 477326          |
| MCCOWN PAINT & SUPPLY OF TEXAS      | 174.14             | 477329          |
| RITTER @ HOME                       | 19.38              | 477343          |
| RALPH'S INDUSTRIAL ELECTRONICS      | 88.84              | 477344          |
| SANITARY SUPPLY, INC.               | 1,360.23           | 477345          |
| ACE IMAGEWEAR                       | 199.22             | 477347          |
| S.E. TEXAS BUILDING SERVICE         | 24,114.48          | 477349          |
| SOUTHWEST BUILDING SYSTEMS          | 759.69             | 477353          |
| AT&T                                | 72.74              | 477354          |
| WARREN EQUIPMENT CO.                | 358.26             | 477366          |
| WORTH HYDROCHEM                     | 265.00             | 477367          |
| LOWE'S HOME CENTERS, INC.           | 14.23              | 477399          |
| FIRETROL PROTECTION SYSTEMS, INC.   | 190.00             | 477438          |
| REPUBLIC SERVICES                   | 1,292.67           | 477487          |
| REXEL USA INC                       | 14.30              | 477498          |
| WES VICE HARDWOODS & SUPPLY INC     | 587.44             | 477512          |
|                                     |                    | 30,370.68*      |
| MAINTENANCE-PORT ARTHUR             |                    |                 |
| SPIDLE & SPIDLE                     | 763.92             | 477276          |
| JOHNSTONE SUPPLY                    | 53.49              | 477278          |
| NOACK LOCKSMITH                     | 15.00              | 477334          |
| S.E. TEXAS BUILDING SERVICE         | 8,529.98           | 477349          |
| SOLAR                               | 905.12             | 477395          |
| LOWE'S HOME CENTERS, INC.           | 81.76              | 477399          |
| BAKER DISTRIBUTING COMPANY          | 56.66              | 477412          |
| CHRISTOPHER ELECTRIC INC            | 2,760.00           | 477436          |
| ALLIED ELECTRICAL SYSTEMS&SOLUTIONS | 345.00             | 477439          |
| PARKER LUMBER                       | 349.59             | 477448          |
| INDUSTRIAL & COMMERCIAL MECHANICAL  | 180.00             | 477460          |
| WILLBANKS CONTRACTOR SUPPORT LLC    | 2,309.54           | 477489          |
| ALL TERRAIN EQUIPMENT CO            | 187.63             | 477495          |
| WES VICE HARDWOODS & SUPPLY INC     | 83.02              | 477512          |
|                                     |                    | 16,620.71*      |
| MAINTENANCE-MID COUNTY              |                    |                 |
| CENTERPOINT ENERGY RESOURCES CORP   | 85.36              | 477419          |
| REPUBLIC SERVICES                   | 73.12              | 477487          |
|                                     |                    | 158.48*         |
| SERVICE CENTER                      |                    |                 |
| SPIDLE & SPIDLE                     | 10,014.45          | 477276          |
| J.K. CHEVROLET CO.                  | 140.97             | 477321          |
| THE MUFFLER SHOP                    | 60.00              | 477332          |
| PHILPOTT MOTORS, INC.               | 529.83             | 477338          |
| VIN'S PAINT & BODY, INC.            | 2,436.18           | 477373          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 477383          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 477384          |
| WALMART COMMUNITY BRC               | 109.00             | 477389          |
| BUMPER TO BUMPER                    | 1,043.85           | 477417          |
| LIBERTY TIRE RECYCLING LLC          | 233.20             | 477440          |
| MIGHTY OF SOUTHEAST TEXAS           | 185.48             | 477456          |
| ADVANCE AUTO PARTS                  | 371.08             | 477466          |
| 1800RADIATOR & AC                   | 181.00             | 477481          |
| REPUBLIC SERVICES                   | 67.09              | 477487          |
| REXEL USA INC                       | 901.16             | 477498          |
| IDENTIFIX                           | 1,428.00           | 477503          |
| THIS GUYS TOOLS, LLC                | 406.00             | 477506          |
|                                     |                    | 18,122.29*      |
| VETERANS SERVICE                    |                    |                 |
| UNITED STATES POSTAL SERVICE        | 4.95               | 477391          |
|                                     |                    | 4.95*           |
|                                     |                    | 765,127.69**    |
| MOSQUITO CONTROL FUND               |                    |                 |
| JACK BROOKS REGIONAL AIRPORT        | 316.90             | 477322          |
| MUNRO'S                             | 172.18             | 477333          |
| UNITED PARCEL SERVICE               | 13.68              | 477364          |
| CENTERPOINT ENERGY RESOURCES CORP   | 87.26              | 477419          |
| PARKER LUMBER                       | 81.75              | 477448          |
| LJA ENGINEERING INC                 | 1,885.00           | 477459          |

| PGM: GMCOMMV2                       | DATE<br>11-24-2020 | AMOUNT | CHECK NO. | PAGE: 7<br>86<br>TOTAL |
|-------------------------------------|--------------------|--------|-----------|------------------------|
| NAME                                |                    |        |           |                        |
| REPUBLIC SERVICES                   | 67.09              | 477487 |           |                        |
| REXEL USA INC                       | 861.58             | 477498 |           |                        |
|                                     |                    |        |           | 3,485.44**             |
| FEMA EMERGENCY                      |                    |        |           |                        |
| AT&T                                | 8.52               | 477281 |           |                        |
| BELL FENCE MFG. CO.                 | 1,627.26           | 477287 |           |                        |
| SANITARY SUPPLY, INC.               | 841.00             | 477346 |           |                        |
| S.E. TEXAS BUILDING SERVICE         | 6,104.62           | 477350 |           |                        |
| MARTIN PRODUCT SALES LLC            | 199.90             | 477424 |           |                        |
| BEST BUY BUSINESS ADVANTAGE ACCOUNT | 149.99             | 477477 |           |                        |
| ALLIED UNIVERSAL SECURITY SERVICES  | 24,928.28          | 477511 |           |                        |
| JORDYN ROBERTS                      | 345.00             | 477513 |           |                        |
| TAMMY LYN SAIN                      | 255.00             | 477514 |           |                        |
|                                     |                    |        |           | 34,459.57**            |
| J.C. FAMILY TREATMENT               |                    |        |           |                        |
| MARY BEVIL                          | 1,314.00           | 477517 |           |                        |
|                                     |                    |        |           | 1,314.00**             |
| SECURITY FEE FUND                   |                    |        |           |                        |
| GALLS LLC                           | 240.15             | 477483 |           |                        |
|                                     |                    |        |           | 240.15**               |
| LAW LIBRARY FUND                    |                    |        |           |                        |
| THOMSON REUTERS-WEST                | 2,057.16           | 477469 |           |                        |
| THOMSON REUTERS-WEST                | 905.28             | 477471 |           |                        |
|                                     |                    |        |           | 2,962.44**             |
| EMPG GRANT                          |                    |        |           |                        |
| SOUTHEAST TEXAS WATER               | 9.95               | 477352 |           |                        |
|                                     |                    |        |           | 9.95**                 |
| JUVENILE PROB & DET. FUND           |                    |        |           |                        |
| TCSI, LLC                           | 5,139.94           | 477515 |           |                        |
|                                     |                    |        |           | 5,139.94**             |
| GRANT A STATE AID                   |                    |        |           |                        |
| BI INCORPORATED                     | 168.86             | 477378 |           |                        |
|                                     |                    |        |           | 168.86**               |
| COMMUNITY SUPERVISION FND           |                    |        |           |                        |
| OFFICE DEPOT                        | 877.12             | 477337 |           |                        |
| UNITED STATES POSTAL SERVICE        | 89.10              | 477391 |           |                        |
| JCCSC                               | 1,170.00           | 477453 |           |                        |
|                                     |                    |        |           | 2,136.22**             |
| JEFF. CO. WOMEN'S CENTER            |                    |        |           |                        |
| HYDRO-CLEAN SERVICES, INC.          | 385.00             | 477320 |           |                        |
| MARKET BASKET                       | 151.34             | 477328 |           |                        |
| KIM MCKINNEY, LPC, LMFT             | 300.00             | 477330 |           |                        |
| OFFICE DEPOT                        | 131.10             | 477337 |           |                        |
| AT&T                                | 149.06             | 477354 |           |                        |
| SYSCO FOOD SERVICES, INC.           | 1,044.94           | 477356 |           |                        |
| SYSCO FOOD SERVICES, INC.           | 1,032.69           | 477357 |           |                        |
| TIME WARNER COMMUNICATIONS          | 45.11              | 477358 |           |                        |
| TEXAS FIRE & COMMUNICATIONS         | 185.00             | 477381 |           |                        |
| TOWER COMMUNICATIONS, INC.          | 60.00              | 477388 |           |                        |
| BEN E KEITH FOODS                   | 2,591.72           | 477414 |           |                        |
| MELODY C ANTOON RN                  | 1,660.00           | 477427 |           |                        |
| SAM'S CLUB DIRECT                   | 175.76             | 477462 |           |                        |
| MATERA PAPER COMPANY INC            | 286.88             | 477468 |           |                        |
| REPUBLIC SERVICES                   | 84.40              | 477487 |           |                        |
|                                     |                    |        |           | 8,283.00**             |
| DRUG DIVERSION PROGRAM              |                    |        |           |                        |
| ALCENIA GILMORE                     | 100.00             | 477411 |           |                        |
| JCCSC                               | 70.00              | 477453 |           |                        |
|                                     |                    |        |           | 170.00**               |
| LAW OFFICER TRAINING GRT            |                    |        |           |                        |
| OFFICE DEPOT                        | 161.76             | 477337 |           |                        |
| SERVICE GRAPHICS                    | 745.00             | 477371 |           |                        |
|                                     |                    |        |           | 906.76**               |
| COUNTY CLERK - RECORD MGT           |                    |        |           |                        |

| PGM: GMCOMMV2                       | DATE<br>11-24-2020 | PAGE: 8            |
|-------------------------------------|--------------------|--------------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL    |
| MANATRON                            | 22,064.48          | 477430 22,064.48** |
| COVID 19 GRANTS                     |                    |                    |
| BINSWANGER GLASS CO.                | 6,297.38           | 477288 6,297.38**  |
| HOTEL OCCUPANCY TAX FUND            |                    |                    |
| ENTERGY                             | 2,497.75           | 477317             |
| M&D SUPPLY                          | 81.37              | 477326             |
| MUNRO'S                             | 241.40             | 477333             |
| OFFICE DEPOT                        | 71.61              | 477337             |
| 4IMPRINT, INC.                      | 1,647.86           | 477397             |
| FORD PARK                           | 23,000.00          | 477409             |
| DISH NETWORK                        | 128.64             | 477429             |
| TACVB                               | 405.00             | 477437             |
| ATTABOY TERMITE & PEST CONTROL      | 55.00              | 477443             |
| MATERA PAPER COMPANY INC            | 615.70             | 477468             |
| BEST BUY BUSINESS ADVANTAGE ACCOUNT | 750.90             | 477476             |
| REPUBLIC SERVICES                   | 67.09              | 477487             |
| GRINNELL COMPUTERS                  | 843.80             | 477493             |
|                                     |                    | 30,406.12**        |
| COUNTY CLERK HAVA FUND              |                    |                    |
| KLEAN KREW BEAUMONT LLC             | 6,580.00           | 477521 6,580.00**  |
| CAPITAL PROJECTS FUND               |                    |                    |
| SCIENCE ENGINEERING, INC.           | 586.50             | 477275             |
| THE LABICHE ARCHITECTURAL GROUP     | 1,406.16           | 477282             |
| COASTAL SPRINKLER COMPANY           | 41,021.00          | 477374             |
| FIRETROL PROTECTION SYSTEMS, INC.   | 21,500.00          | 477438             |
|                                     |                    | 64,513.66**        |
| COASTAL RESTORATION PRJCT           |                    |                    |
| TIM RICHARDSON                      | 9,000.00           | 477473 9,000.00**  |
| AIRPORT FUND                        |                    |                    |
| SPIDLE & SPIDLE                     | 914.72             | 477276             |
| EASTEX RUBBER & GASKET              | 224.14             | 477300             |
| FED EX                              | 44.07              | 477306             |
| W.W. GRAINGER, INC.                 | 675.58             | 477314             |
| LOUIS' YAZOO SALES & SERVICE, LLC   | 364.50             | 477325             |
| MUNRO'S                             | 86.17              | 477333             |
| PHILPOTT MOTORS, INC.               | 69.18              | 477338             |
| SANITARY SUPPLY, INC.               | 637.71             | 477345             |
| SMART'S TRUCK & TRAILER, INC.       | 32.66              | 477348             |
| S.E. TEXAS BUILDING SERVICE         | 4,106.66           | 477349             |
| TIME WARNER COMMUNICATIONS          | 105.54             | 477359             |
| TRI-CITY FASTENER & SUPPLY          | 273.24             | 477362             |
| BUBBA'S AIR CONDITIONING            | 2,800.00           | 477368             |
| LOWE'S HOME CENTERS, INC.           | 736.22             | 477399             |
| CENTERPOINT ENERGY RESOURCES CORP   | 278.46             | 477419             |
| ATTABOY TERMITE & PEST CONTROL      | 172.50             | 477443             |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT | 69.21              | 477478             |
| REPUBLIC SERVICES                   | 278.24             | 477487             |
| TITAN AVIATION FUELS                | 1,495.00           | 477504             |
| THE HOME DEPOT PRO                  | 596.94             | 477508             |
| CY-FAIR TIRE                        | 168.00             | 477509             |
|                                     |                    | 14,128.74**        |
| SE TX EMP. BENEFIT POOL             |                    |                    |
| EXPRESS SCRIPTS INC                 | 166,652.88         | 477497             |
| NEUROMUSCULAR CORPORATE SOLUTIONS   | 14,022.00          | 477505             |
|                                     |                    | 180,674.88**       |
| SETEC FUND                          |                    |                    |
| INDUSTRIAL & COMMERCIAL MECHANICAL  | 1,652.00           | 477460             |
| REPUBLIC SERVICES                   | 1,265.00           | 477487             |
|                                     |                    | 2,917.00**         |
| WORKER'S COMPENSATION FD            |                    |                    |

| PGM: GMCOMMV2                       | DATE<br>11-24-2020 | PAGE: 9               |
|-------------------------------------|--------------------|-----------------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL       |
| TRISTAR RISK MANAGEMENT             | 24,631.48          | 477420 24,631.48**    |
| SHERIFF'S FORFEITURE FUND           |                    |                       |
| WALMART COMMUNITY BRC               | 28.48              | 477389                |
| SILSBEE FORD INC                    | 241.80             | 477475 270.28**       |
| PAYROLL FUND                        |                    |                       |
| JEFFERSON CTY. - FLEXIBLE SPENDING  | 13,996.00          | 477522                |
| CLEAT                               | 324.00             | 477523                |
| JEFFERSON CTY. TREASURER            | 15,068.49          | 477524                |
| RON STADTMUELLER - CHAPTER 13       | 182.31             | 477525                |
| INTERNAL REVENUE SERVICE            | 208.00             | 477526                |
| JEFFERSON CTY. ASSN. OF D.S. & C.O. | 4,260.00           | 477527                |
| JEFFERSON CTY. COMMUNITY SUP.       | 9,332.52           | 477528                |
| JEFFERSON CTY. TREASURER - HEALTH   | 540,166.12         | 477529                |
| JEFFERSON CTY. TREASURER - PAYROLL  | 1,876,666.87       | 477530                |
| JEFFERSON CTY. TREASURER - PAYROLL  | 659,699.61         | 477531                |
| MONEY LIFE INSURANCE OF AMERICA     | 72.54              | 477532                |
| POLICE & FIRE FIGHTERS' ASSOCIATION | 2,010.91           | 477533                |
| JEFFERSON CTY. TREASURER - TCDRS    | 751,458.34         | 477534                |
| JEFFERSON COUNTY TREASURER          | 2,768.53           | 477535                |
| JEFFERSON COUNTY - TREASURER -      | 7,218.12           | 477536                |
| NECHES FEDERAL CREDIT UNION         | 37,183.37          | 477537                |
| JEFFERSON COUNTY - NATIONWIDE       | 53,793.48          | 477538                |
| JOHN TALTON                         | 600.00             | 477539                |
| INVESCO INVESTMENT SERVICES, INC    | 1,444.99           | 477540 3,976,454.20** |
| ELECTION GRANT                      |                    |                       |
| OFFICE DEPOT                        | 143.91             | 477337 143.91**       |
| GUARDIANSHIP FEE                    |                    |                       |
| KIMBERLY PHELAN, P.C.               | 300.00             | 477421                |
| JERRY JOHN BRAGG                    | 200.00             | 477446 500.00**       |
| APPELLATE JUDICIAL SYSTEM           |                    |                       |
| 9TH COURT OF APPEALS                | 1,850.00           | 477433 1,850.00**     |
| MARINE DIVISION                     |                    |                       |
| W.W. GRAINGER, INC.                 | 97.89              | 477314                |
| JACK BROOKS REGIONAL AIRPORT        | 113.96             | 477322                |
| VERIZON WIRELESS                    | 531.86             | 477386                |
| VERIZON WIRELESS                    | 151.96             | 477387                |
| AERO PRODUCTS                       | 5,144.02           | 477403                |
| INTERCONTINENTAL JET CORP           | 598.00             | 477418                |
| UNITED BATTERIES & ACCESSORIES      | 175.00             | 477435                |
| WORLD FUEL SERVICES                 | 119.49             | 477445                |
| BOEING DISTRIBUTION, INC            | 237.05             | 477516 7,169.23**     |
|                                     |                    | 5,208,176.24***       |

| PGM: GMCOMMV2                       | DATE<br>12-01-2020 | PAGE: 1         |
|-------------------------------------|--------------------|-----------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL |
| JURY FUND                           |                    |                 |
| ACCO BRANDS DIRECT                  | 54.29              | 477668          |
| ROAD & BRIDGE PCT.#1                |                    | 54.29**         |
| AT&T                                | 69.90              | 477593          |
| VERIZON WIRELESS                    | 76.00              | 477619          |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706          |
| ROAD & BRIDGE PCT.#2                |                    | 244.90**        |
| SPIDLE & SPIDLE                     | 1,829.45           | 477545          |
| METAL-MART                          | 36.04              | 477577          |
| MUNRO'S                             | 20.00              | 477578          |
| RITTER @ HOME                       | 26.36              | 477587          |
| NEW WAVE WELDING TECHNOLOGY         | 7.75               | 477646          |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706          |
| ROAD & BRIDGE PCT. # 3              |                    | 2,018.60**      |
| SPIDLE & SPIDLE                     | 1,585.59           | 477545          |
| BEAUMONT TRACTOR COMPANY            | 141.51             | 477551          |
| COBURN SUPPLY COMPANY INC           | 98.75              | 477557          |
| RB EVERETT & COMPANY, INC.          | 227.52             | 477559          |
| FARM & HOME SUPPLY                  | 51.29              | 477560          |
| ENTERGY                             | 199.63             | 477563          |
| ENTERGY                             | 163.51             | 477564          |
| MUNRO'S                             | 50.85              | 477578          |
| S.E. TEXAS BUILDING SERVICE         | 43.33              | 477592          |
| TIME WARNER COMMUNICATIONS          | 123.58             | 477595          |
| SUPERIOR SUPPLY & STEEL             | 515.00             | 477607          |
| LONE STAR RIGGING LLP               | 13.37              | 477637          |
| MARTIN PRODUCT SALES LLC            | 1,256.34           | 477642          |
| PRO CHEM INC                        | 649.90             | 477662          |
| SCHEAFFER MFG CO                    | 1,453.27           | 477669          |
| SHOPPA'S FARM SUPPLY                | 448.81             | 477673          |
| FELIX AAA AUTO & TRUCK PARTS LLC    | 10.53              | 477677          |
| TEXAS A&M AGRILIFE EXTENSION SERVIC | 225.00             | 477681          |
| SMITTY'S HAMSHIRE GULF              | 14.00              | 477682          |
| O'REILLY AUTO PARTS                 | 240.66             | 477690          |
| GERALD T PELTIER JR                 | 200.00             | 477699          |
| ROAD & BRIDGE PCT.#4                |                    | 7,712.44**      |
| LARRY'S PLUMBING CO INC             | 250.00             | 477544          |
| CITY OF BEAUMONT - WATER DEPT.      | 20.54              | 477556          |
| RB EVERETT & COMPANY, INC.          | 306.52             | 477559          |
| ENTERGY                             | 797.46             | 477563          |
| M&D SUPPLY                          | 162.13             | 477572          |
| OFFICE DEPOT                        | 430.58             | 477580          |
| SMART'S TRUCK & TRAILER, INC.       | 125.68             | 477591          |
| O'REILLY AUTO PARTS                 | 30.49              | 477690          |
| GULF COAST                          | 396.90             | 477698          |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706          |
| ENGINEERING FUND                    |                    | 2,619.30**      |
| DLT SOLUTIONS LLC                   | 205.80             | 477550          |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 275.00             | 477706          |
| PARKS & RECREATION                  |                    | 480.80**        |
| ENTERGY                             | 312.24             | 477563          |
| METAL-MART                          | 123.59             | 477577          |
| VULCAN MATERIALS CO.                | 3,850.20           | 477601          |
| SUPERIOR SUPPLY & STEEL             | 230.00             | 477607          |
| LOWE'S HOME CENTERS, INC.           | 244.02             | 477625          |
| SPRINT WASTE SERVICES LP            | 1,362.94           | 477670          |
| GENERAL FUND                        |                    | 6,122.99**      |

| PGM: GMCOMMV2                       | DATE<br>12-01-2020 | PAGE: 2           |
|-------------------------------------|--------------------|-------------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL   |
| JEFFERSON CTY. CLERK                | 5,930.73           | 477543 5,930.73*  |
| TAX OFFICE                          |                    |                   |
| DEPARTMENT OF INFORMATION RESOURCES | .04                | 477606            |
| UNITED STATES POSTAL SERVICE        | 930.04             | 477621            |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 396.00             | 477706 1,326.08*  |
| COUNTY HUMAN RESOURCES              |                    |                   |
| UNITED STATES POSTAL SERVICE        | 6.25               | 477621            |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706 105.25*    |
| AUDITOR'S OFFICE                    |                    |                   |
| UNITED STATES POSTAL SERVICE        | .42                | 477621            |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 211.00             | 477706 211.42*    |
| COUNTY CLERK                        |                    |                   |
| SANITARY SUPPLY, INC.               | 84.10              | 477588            |
| UNITED STATES POSTAL SERVICE        | 291.93             | 477621            |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 409.00             | 477706 785.03*    |
| COUNTY JUDGE                        |                    |                   |
| CATHERINE BRUNEY                    | 500.00             | 477566            |
| ANITA F. PROVO                      | 500.00             | 477585            |
| UNITED STATES POSTAL SERVICE        | 3.26               | 477621            |
| HARVEY L WARREN III                 | 1,350.00           | 477651            |
| JAN GIROUARD & ASSOCIATES LLC       | 400.00             | 477679            |
| DAVID VANN DECORDOVA JR             | 500.00             | 477693            |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706 3,352.26*  |
| RISK MANAGEMENT                     |                    |                   |
| UNITED STATES POSTAL SERVICE        | 9.32               | 477621            |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706 108.32*    |
| COUNTY TREASURER                    |                    |                   |
| UNITED STATES POSTAL SERVICE        | 83.46              | 477621 83.46*     |
| PRINTING DEPARTMENT                 |                    |                   |
| BOSWORTH PAPER                      | 232.34             | 477554            |
| FUNCTION 4 LLC                      | 270.00             | 477683 502.34*    |
| PURCHASING DEPARTMENT               |                    |                   |
| OFFICE DEPOT                        | 241.42             | 477580            |
| UNITED STATES POSTAL SERVICE        | 57.35              | 477621            |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706 397.77*    |
| GENERAL SERVICES                    |                    |                   |
| BOSWORTH PAPER                      | 262.50             | 477554            |
| SPINDLETOP MHMR                     | 34,666.91          | 477571            |
| TIME WARNER COMMUNICATIONS          | 226.44             | 477596            |
| ADVANCED STAFFING                   | 78.00              | 477604            |
| EAST TEXAS WATER PLANNING GROUP     | 3,530.79           | 477626            |
| JASPER COUNTY                       | 34.00              | 477647            |
| LJA ENGINEERING INC                 | 1,222.66           | 477659            |
| SAM'S CLUB DIRECT                   | 39.68              | 477663            |
| CRIME STOPPERS OF SOUTHEAST TEXAS   | 4,804.00           | 477692 44,864.98* |
| DATA PROCESSING                     |                    |                   |
| VERIZON WIRELESS                    | 75.98              | 477619            |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706 174.98*    |
| VOTERS REGISTRATION DEPT            |                    |                   |

| PGM: GMCOMMV2                       | DATE<br>12-01-2020 |           | PAGE: 3<br>91<br>TOTAL |
|-------------------------------------|--------------------|-----------|------------------------|
| NAME                                | AMOUNT             | CHECK NO. |                        |
| UNITED STATES POSTAL SERVICE        | 611.24             | 477621    |                        |
| ELECTIONS DEPARTMENT                |                    |           | 611.24*                |
| AAA RENTALS                         | 785.00             | 477546    |                        |
| RYDER TRANSPORTATION SERVICES       | 4,045.98           | 477548    |                        |
| DEPARTMENT OF INFORMATION RESOURCES | .48                | 477606    |                        |
| UNITED STATES POSTAL SERVICE        | 555.00             | 477621    |                        |
| WESTERN MICROGRAPHICS & IMAGING     | 3,600.00           | 477658    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706    | 9,085.46*              |
| DISTRICT ATTORNEY                   |                    |           |                        |
| CASH ADVANCE ACCOUNT                | 30.00              | 477568    |                        |
| UNITED STATES POSTAL SERVICE        | 317.01             | 477621    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 508.00             | 477706    | 855.01*                |
| DISTRICT CLERK                      |                    |           |                        |
| UNITED STATES POSTAL SERVICE        | 203.46             | 477621    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706    | 302.46*                |
| CRIMINAL DISTRICT COURT             |                    |           |                        |
| OFFICE DEPOT                        | 99.99              | 477580    |                        |
| JOHN D WEST                         | 1,400.00           | 477608    |                        |
| UNITED STATES POSTAL SERVICE        | 19.39              | 477621    |                        |
| MARVIN LEWIS JR                     | 2,400.00           | 477694    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 198.00             | 477706    | 4,117.38*              |
| 58TH DISTRICT COURT                 |                    |           |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706    | 99.00*                 |
| 60TH DISTRICT COURT                 |                    |           |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706    | 99.00*                 |
| 172ND DISTRICT COURT                |                    |           |                        |
| NCRA MEMBERSHIP RENEWAL             | 300.00             | 477656    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706    | 399.00*                |
| 252ND DISTRICT COURT                |                    |           |                        |
| UNITED STATES POSTAL SERVICE        | 83.97              | 477621    |                        |
| BRITTANIE HOLMES                    | 8,750.00           | 477664    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706    | 8,932.97*              |
| 279TH DISTRICT COURT                |                    |           |                        |
| NATHAN REYNOLDS, JR.                | 250.00             | 477586    |                        |
| UNITED STATES POSTAL SERVICE        | 2.50               | 477621    |                        |
| TONYA CONNELL TOUPS                 | 400.00             | 477644    |                        |
| JONATHAN L. STOVALL                 | 700.00             | 477654    | 1,352.50*              |
| 317TH DISTRICT COURT                |                    |           |                        |
| ALISA RAUMAKER, CSR                 | 995.95             | 477549    |                        |
| KIRKSEY'S SPRINT PRINTING           | 51.90              | 477570    |                        |
| ANITA F. PROVO                      | 500.00             | 477585    |                        |
| CHARLES ROJAS                       | 1,375.00           | 477605    |                        |
| GLEN M. CROCKER                     | 950.00             | 477623    |                        |
| LANGSTON ADAMS                      | 800.00             | 477628    |                        |
| STANLEY SHIPPER                     | 1,763.45           | 477632    |                        |
| JOEL WEBB VAZQUEZ                   | 150.00             | 477635    |                        |
| RONALD PLESSALA                     | 1,050.00           | 477648    |                        |
| PATRICIA VELASCO                    | 2,465.42           | 477678    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706    | 10,200.72*             |
| JUSTICE COURT-PCT 1 PL 1            |                    |           |                        |
| UNITED STATES POSTAL SERVICE        | 25.00              | 477621    |                        |

| PGM: GMCOMMV2                       | DATE<br>12-01-2020 |           | PAGE: 4<br>92<br>TOTAL |
|-------------------------------------|--------------------|-----------|------------------------|
| NAME                                | AMOUNT             | CHECK NO. |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706    | 124.00*                |
| JUSTICE COURT-PCT 2                 |                    |           |                        |
| OFFICE DEPOT                        | 310.97             | 477580    | 310.97*                |
| JUSTICE COURT-PCT 4                 |                    |           |                        |
| DEPARTMENT OF INFORMATION RESOURCES | .26                | 477606    | .26*                   |
| JUSTICE COURT-PCT 6                 |                    |           |                        |
| UNITED STATES POSTAL SERVICE        | 13.69              | 477621    |                        |
| SIERRA SPRING WATER CO. - BT        | 37.74              | 477622    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706    | 150.43*                |
| JUSTICE COURT-PCT 7                 |                    |           |                        |
| AT&T                                | 34.95              | 477593    |                        |
| DEPARTMENT OF INFORMATION RESOURCES | .20                | 477606    | 35.15*                 |
| JUSTICE OF PEACE PCT. 8             |                    |           |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706    | 99.00*                 |
| COUNTY COURT AT LAW NO.1            |                    |           |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706    | 99.00*                 |
| COUNTY COURT AT LAW NO. 2           |                    |           |                        |
| JOHN E MACEY ATTORNEY AT LAW PLLC   | 250.00             | 477573    |                        |
| OFFICE DEPOT                        | 32.38              | 477580    |                        |
| UNITED STATES POSTAL SERVICE        | 28.49              | 477621    |                        |
| JOEL WEBB VAZQUEZ                   | 250.00             | 477635    |                        |
| ANTOINE FREEMAN                     | 300.00             | 477645    |                        |
| WILLIAM MARCUS WILKERSON            | 300.00             | 477665    |                        |
| MATUSKA LAW FIRM                    | 400.00             | 477671    |                        |
| JARED GILTHORPE                     | 250.00             | 477672    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706    | 1,909.87*              |
| COUNTY COURT AT LAW NO. 3           |                    |           |                        |
| OFFICE DEPOT                        | 561.68             | 477580    |                        |
| NATHAN REYNOLDS, JR.                | 300.00             | 477586    |                        |
| UNITED STATES POSTAL SERVICE        | 20.53              | 477621    |                        |
| LANGSTON ADAMS                      | 400.00             | 477628    |                        |
| KIMBERLY PHELAN, P.C.               | 300.00             | 477640    |                        |
| ANTOINE FREEMAN                     | 400.00             | 477645    | 1,982.21*              |
| COURT MASTER                        |                    |           |                        |
| OFFICE DEPOT                        | 24.99              | 477580    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706    | 123.99*                |
| MEDIATION CENTER                    |                    |           |                        |
| BEAUMONT TROPHIES                   | 2.80               | 477552    |                        |
| MARKET BASKET                       | 289.56             | 477574    |                        |
| UNITED STATES POSTAL SERVICE        | 30.66              | 477621    |                        |
| KARA HAWTHORN                       | 27.47              | 477655    | 350.49*                |
| COMMUNITY SUPERVISION               |                    |           |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 396.00             | 477706    | 396.00*                |
| SHERIFF'S DEPARTMENT                |                    |           |                        |
| EQUINE MEDICINE & SURGERY           | 64.00              | 477558    |                        |
| FED EX                              | 51.82              | 477561    |                        |
| KIRKSEY'S SPRINT PRINTING           | 49.90              | 477570    |                        |
| MCNEILL INSURANCE AGENCY            | 71.00              | 477576    |                        |
| DEPARTMENT OF INFORMATION RESOURCES | 537.38             | 477606    |                        |

| PGM: GMCOMMV2                       | DATE<br>12-01-2020 | PAGE: 5               |
|-------------------------------------|--------------------|-----------------------|
| NAME                                | AMOUNT             | CHECK NO. 93<br>TOTAL |
| UNITED STATES POSTAL SERVICE        | 126.83             | 477621                |
| FIVE STAR FEED                      | 1,348.86           | 477631                |
| XM SATELLITE RADIO                  | 1,201.88           | 477638                |
| SIMCOM TRAINING CENTER              | 9,980.00           | 477639                |
| THE MONOGRAM SHOP                   | 39.50              | 477685                |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 495.00             | 477706                |
| CRIME LABORATORY                    |                    | 13,966.17*            |
| FISHER SCIENTIFIC                   | 173.37             | 477562                |
| OFFICE DEPOT                        | 108.59             | 477580                |
| SANITARY SUPPLY, INC.               | 74.39              | 477588                |
| ULINE SHIPPING SUPPLY SPECIALI      | 188.20             | 477600                |
| VERIZON WIRELESS                    | 75.98              | 477618                |
| EPPENDORF NORTH AMERICA INC         | 1,028.55           | 477661                |
| AFC URGENT CARE                     | 75.00              | 477684                |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706                |
| JAIL - NO. 2                        |                    | 1,446.68*             |
| MARK'S PLUMBING PARTS               | 1,228.41           | 477541                |
| HARBOR FREIGHT TOOLS                | 131.94             | 477565                |
| JACK BROOKS REGIONAL AIRPORT        | 920.70             | 477567                |
| CASH ADVANCE ACCOUNT                | 205.62             | 477568                |
| JOHNSON SUPPLY                      | 17.96              | 477569                |
| M&D SUPPLY                          | 244.62             | 477572                |
| MCNEILL INSURANCE AGENCY            | 71.00              | 477576                |
| OFFICE DEPOT                        | 1,280.55           | 477580                |
| OLMSTED-KIRK PAPER                  | 211.50             | 477581                |
| OVERHEAD DOOR CO.                   | 254.25             | 477582                |
| SANITARY SUPPLY, INC.               | 747.05             | 477588                |
| TEXAS DEPT OF LICENSING &           | 40.00              | 477598                |
| ULINE SHIPPING SUPPLY SPECIALI      | 318.83             | 477600                |
| DEPARTMENT OF INFORMATION RESOURCES | 1.42               | 477606                |
| LOWE'S HOME CENTERS, INC.           | 994.87             | 477625                |
| STRYKER MEDICAL                     | 1,045.03           | 477627                |
| BELT SOURCE                         | 135.27             | 477641                |
| WORLD FUEL SERVICES                 | 1,378.74           | 477650                |
| A1 FILTER SERVICE COMPANY           | 737.60             | 477657                |
| INDUSTRIAL & COMMERCIAL MECHANICAL  | 472.50             | 477660                |
| SAM'S CLUB DIRECT                   | 1,293.45           | 477663                |
| MATERA PAPER COMPANY INC            | 6,947.00           | 477666                |
| THOMSON REUTERS-WEST                | 3,809.71           | 477667                |
| GALLS LLC                           | 1,515.08           | 477675                |
| SOUTHEAST TEXAS OCCUPATIONAL MEDICI | 100.00             | 477680                |
| THE MONOGRAM SHOP                   | 18.00              | 477685                |
| SHARON HENTON                       | 9.49               | 477686                |
| CORRHEALTH LLC                      | 371,837.53         | 477689                |
| BEARCOM / KAY ELECTRONICS           | 152.00             | 477696                |
| TRINITY SERVICES GROUP INC          | 65,185.09          | 477697                |
| EPIC BUSINESS ESSENTIALS, LLC       | 1,078.04           | 477702                |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 818.00             | 477706                |
| JUVENILE PROBATION DEPT.            |                    | 463,201.25*           |
| VERIZON WIRELESS                    | 53.23              | 477619                |
| UNITED STATES POSTAL SERVICE        | 11.41              | 477621                |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 297.00             | 477706                |
| JUVENILE DETENTION HOME             |                    | 361.64*               |
| OFFICE DEPOT                        | 239.68             | 477580                |
| FLOWERS FOODS                       | 44.52              | 477633                |
| BEN E KEITH FOODS                   | 268.42             | 477634                |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706                |
| CONSTABLE PCT 1                     |                    | 651.62*               |
| VERIZON WIRELESS                    | 227.94             | 477619                |
| UNITED STATES POSTAL SERVICE        | 101.54             | 477621                |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706                |
| CONSTABLE-PCT 2                     |                    | 428.48*               |

| PGM: GMCOMMV2                       | DATE<br>12-01-2020 | AMOUNT    | CHECK NO. | PAGE: 6<br>94<br>TOTAL |
|-------------------------------------|--------------------|-----------|-----------|------------------------|
| NAME                                |                    |           |           |                        |
| VERIZON WIRELESS                    |                    | 113.97    | 477619    | 113.97*                |
| CONSTABLE-PCT 4                     |                    |           |           |                        |
| VERIZON WIRELESS                    |                    | 113.97    | 477619    | 113.97*                |
| CONSTABLE-PCT 6                     |                    |           |           |                        |
| VERIZON WIRELESS                    |                    | 113.97    | 477619    |                        |
| UNITED STATES POSTAL SERVICE        |                    | 9.10      | 477621    | 123.07*                |
| CONSTABLE PCT. 7                    |                    |           |           |                        |
| AT&T                                |                    | 34.95     | 477593    |                        |
| DEPARTMENT OF INFORMATION RESOURCES |                    | .07       | 477606    |                        |
| VERIZON WIRELESS                    |                    | 113.97    | 477619    | 148.99*                |
| CONSTABLE PCT. 8                    |                    |           |           |                        |
| VERIZON WIRELESS                    |                    | 113.97    | 477619    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC |                    | 99.00     | 477706    | 212.97*                |
| AGRICULTURE EXTENSION SVC           |                    |           |           |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC |                    | 211.00    | 477706    | 211.00*                |
| HEALTH AND WELFARE NO. 1            |                    |           |           |                        |
| OFFICE DEPOT                        |                    | 378.96    | 477580    |                        |
| PETTY CASH - N C WELFARE            |                    | 63.98     | 477583    |                        |
| UNITED STATES POSTAL SERVICE        |                    | 98.71     | 477621    |                        |
| THE HOME DEPOT PRO                  |                    | 458.64    | 477695    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC |                    | 198.00    | 477706    |                        |
| EZEA D EDE MD                       |                    | 3,245.08  | 477707    | 4,443.37*              |
| HEALTH AND WELFARE NO. 2            |                    |           |           |                        |
| AT&T                                |                    | 34.95     | 477593    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC |                    | 198.00    | 477706    |                        |
| EZEA D EDE MD                       |                    | 3,245.08  | 477707    | 3,478.03*              |
| NURSE PRACTITIONER                  |                    |           |           |                        |
| GEORGE V. ZUZUKIN, M.D.             |                    | 1,000.00  | 477547    | 1,000.00*              |
| ENVIRONMENTAL CONTROL               |                    |           |           |                        |
| POSTMASTER                          |                    | 330.00    | 477584    |                        |
| DEPARTMENT OF INFORMATION RESOURCES |                    | .02       | 477606    |                        |
| FUNCTION 4 LLC - WELLS FARGO FINANC |                    | 99.00     | 477706    | 429.02*                |
| INDIGENT MEDICAL SERVICES           |                    |           |           |                        |
| VERIZON WIRELESS                    |                    | 9.79      | 477619    | 9.79*                  |
| MAINTENANCE-BEAUMONT                |                    |           |           |                        |
| CITY OF BEAUMONT - WATER DEPT.      |                    | 11,289.56 | 477556    |                        |
| ENTERGY                             |                    | 31,791.26 | 477563    |                        |
| M&D SUPPLY                          |                    | 98.39     | 477572    |                        |
| MCCOWN PAINT & SUPPLY OF TEXAS      |                    | 133.72    | 477575    |                        |
| RITTER @ HOME                       |                    | 105.14    | 477587    |                        |
| ACE IMAGEWEAR                       |                    | 218.65    | 477590    |                        |
| AT&T                                |                    | 4,807.30  | 477593    |                        |
| TEXAS DEPT OF LICENSING &           |                    | 200.00    | 477599    |                        |
| DEPARTMENT OF INFORMATION RESOURCES |                    | 772.20    | 477606    |                        |
| AT&T GLOBAL SERVICES                |                    | 2,763.00  | 477630    |                        |
| FLOORING DESIGN CENTER              |                    | 1,609.42  | 477649    |                        |
| AI FILTER SERVICE COMPANY           |                    | 732.70    | 477657    |                        |
| VECTOR SECURITY                     |                    | 792.00    | 477687    | 55,313.34*             |
| MAINTENANCE-PORT ARTHUR             |                    |           |           |                        |

| PGM: GMCOMMV2                       | DATE<br>12-01-2020 | PAGE: 7         |
|-------------------------------------|--------------------|-----------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL |
| AT&T                                | 61.92              | 477593          |
| TIME WARNER COMMUNICATIONS          | 436.77             | 477597          |
| DEPARTMENT OF INFORMATION RESOURCES | .07                | 477606          |
| KWP TELECOM LLC                     | 395.00             | 477676          |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706          |
|                                     |                    | 992.76*         |
| MAINTENANCE-MID COUNTY              |                    |                 |
| ACE IMAGEWEAR                       | 35.77              | 477590          |
| BUBBA'S AIR CONDITIONING            | 7,100.00           | 477603          |
|                                     |                    | 7,135.77*       |
| SERVICE CENTER                      |                    |                 |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 477609          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 477610          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 477611          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 477612          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 477613          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 477614          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 477615          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 477616          |
| JEFFERSON CTY. TAX OFFICE           | 7.50               | 477617          |
|                                     |                    | 67.50*          |
| VETERANS SERVICE                    |                    |                 |
| UNITED STATES POSTAL SERVICE        | 3.42               | 477621          |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706          |
|                                     |                    | 102.42*         |
|                                     |                    | 653,410.96**    |
| MOSQUITO CONTROL FUND               |                    |                 |
| CERTIFIED LABORATORIES              | 239.85             | 477555          |
| JACK BROOKS REGIONAL AIRPORT        | 101.02             | 477567          |
| MUNRO'S                             | 86.09              | 477578          |
|                                     |                    | 426.96**        |
| FEMA EMERGENCY                      |                    |                 |
| SANITARY SUPPLY, INC.               | 1,311.66           | 477588          |
| SANITARY SUPPLY, INC.               | 1,823.40           | 477589          |
| O'REILLY AUTO PARTS                 | 1,099.98           | 477690          |
| ALLIED UNIVERSAL SECURITY SERVICES  | 158.50             | 477701          |
|                                     |                    | 4,393.54**      |
| J.C. FAMILY TREATMENT               |                    |                 |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 34.95              | 477624          |
| PATRICIA VELASCO                    | 40.00              | 477678          |
| MARY BEVIL                          | 20.00              | 477703          |
|                                     |                    | 94.95**         |
| SECURITY FEE FUND                   |                    |                 |
| ALLIED UNIVERSAL SECURITY SERVICES  | 10,336.22          | 477701          |
|                                     |                    | 10,336.22**     |
| LAW LIBRARY FUND                    |                    |                 |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706          |
|                                     |                    | 99.00**         |
| EMPG GRANT                          |                    |                 |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 275.00             | 477706          |
|                                     |                    | 275.00**        |
| JUVENILE PROB & DET. FUND           |                    |                 |
| VERIZON WIRELESS                    | 70.42              | 477619          |
|                                     |                    | 70.42**         |
| GRANT A STATE AID                   |                    |                 |
| OFFICE DEPOT                        | 729.11             | 477580          |
|                                     |                    | 729.11**        |
| COMMUNITY SUPERVISION FND           |                    |                 |
| OFFICE DEPOT                        | 404.20             | 477580          |
| DEPARTMENT OF INFORMATION RESOURCES | .39                | 477606          |
| VERIZON WIRELESS                    | 43.25              | 477619          |

| PGM: GMCOMMV2                       | DATE<br>12-01-2020 | PAGE: 8         |
|-------------------------------------|--------------------|-----------------|
| NAME                                | AMOUNT             | CHECK NO. TOTAL |
| UNITED STATES POSTAL SERVICE        | 60.70              | 477621          |
| REDWOOD TOXICOLOGY LABORATORY       | 323.30             | 477643          |
| JCCSC                               | 250.00             | 477653          |
|                                     |                    | 1,081.84**      |
| JEFF. CO. WOMEN'S CENTER            |                    |                 |
| BELL'S LAUNDRY                      | 627.05             | 477553          |
| CITY OF BEAUMONT - WATER DEPT.      | 734.17             | 477556          |
| ENTERGY                             | 1,717.69           | 477563          |
| MARKET BASKET                       | 29.49              | 477574          |
| SYSCO FOOD SERVICES, INC.           | 1,226.49           | 477594          |
| BURT WALKER PARTNERS, LTD           | 4,500.00           | 477602          |
| DEPARTMENT OF INFORMATION RESOURCES | .05                | 477606          |
| VERIZON WIRELESS                    | 16.21              | 477619          |
| BEN E KEITH FOODS                   | 1,290.36           | 477634          |
| SAM'S CLUB DIRECT                   | 166.66             | 477663          |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706          |
|                                     |                    | 10,407.17**     |
| COMMUNITY CORRECTIONS PRG           |                    |                 |
| M&D SUPPLY                          | 87.50              | 477572          |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706          |
|                                     |                    | 186.50**        |
| DRUG DIVERSION PROGRAM              |                    |                 |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706          |
|                                     |                    | 99.00**         |
| J.P. COURTROOM TECH. FUND           |                    |                 |
| VERIZON WIRELESS                    | 227.94             | 477619          |
|                                     |                    | 227.94**        |
| HOTEL OCCUPANCY TAX FUND            |                    |                 |
| DEPARTMENT OF INFORMATION RESOURCES | 3.26               | 477606          |
|                                     |                    | 3.26**          |
| DISTRICT CLK RECORDS MGMT           |                    |                 |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 198.00             | 477706          |
|                                     |                    | 198.00**        |
| CAPITAL PROJECTS FUND               |                    |                 |
| SCIENCE ENGINEERING, INC.           | 1,438.25           | 477542          |
| WILLIAM EDWARD KESTLER              | 400.00             | 477674          |
|                                     |                    | 1,838.25**      |
| AIRPORT FUND                        |                    |                 |
| VERIZON WIRELESS                    | 37.99              | 477619          |
| UNITED STATES POSTAL SERVICE        | .42                | 477621          |
| FUNCTION 4 LLC - WELLS FARGO FINANC | 99.00              | 477706          |
|                                     |                    | 137.41**        |
| SE TX EMP. BENEFIT POOL             |                    |                 |
| GROUP ADMINISTRATIVE CONCEPTS INC   | 148,785.77         | 477652          |
| UNITED HEALTHCARE SERVICES INC      | 111,342.04         | 477700          |
|                                     |                    | 260,127.81**    |
| LIABILITY CLAIMS ACCOUNT            |                    |                 |
| STEVENS BALDO & LIGHTY PLLC         | 600.00             | 477688          |
|                                     |                    | 600.00**        |
| WORKER'S COMPENSATION FD            |                    |                 |
| TRISTAR RISK MANAGEMENT             | 7,914.66           | 477636          |
|                                     |                    | 7,914.66**      |
| PAYROLL FUND                        |                    |                 |
| JEFFERSON CTY. TREASURER - PAYROLL  | 230,661.76         | 477708          |
| JEFFERSON CTY. TREASURER - PAYROLL  | 40,233.62          | 477709          |
|                                     |                    | 270,895.38**    |
| DA SPECIAL CRIMES GRANT             |                    |                 |
| CASH ADVANCE ACCOUNT                | 1,865.50           | 477568          |
|                                     |                    | 1,865.50**      |
| GUARDIANSHIP FEE                    |                    |                 |

|                              |            |                 |
|------------------------------|------------|-----------------|
| PGM: GMCOMMV2                | DATE       | PAGE: 9         |
|                              | 12-01-2020 | 97              |
| NAME                         | AMOUNT     | CHECK NO. TOTAL |
| JAMES M BLACK                | 200.00     | 477691 200.00** |
| CNTY & DIST COURT TECH FD    |            |                 |
| VERIZON WIRELESS             | 266.25     | 477619 266.25** |
| MARINE DIVISION              |            |                 |
| JACK BROOKS REGIONAL AIRPORT | 97.65      | 477567          |
| AERO PRODUCTS                | 3.24       | 477629          |
|                              |            | 100.89**        |
|                              |            | 1,245,239.34*** |



# 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 December, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, 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 December, 2020.

JUDGE JEFF R. BRANICK  
County Judge

COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

ABSENT  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

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 December, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, 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

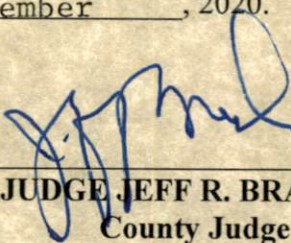
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on August 23, 2020; and

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

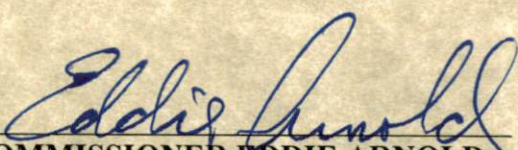
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created by Hurricane Laura and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

**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 December, 2020.

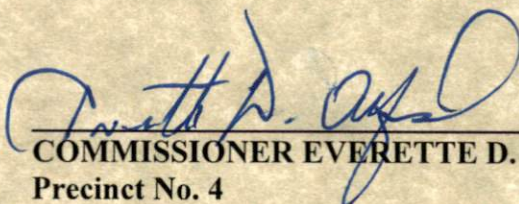
  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge



  
\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

  
\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

ABSENT  
\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

  
\_\_\_\_\_  
**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 December, 2020, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

## RESOLUTION TO RENEW AND EXTEND THE DISASTER DECLARATION FOR HURRICANE DELTA

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

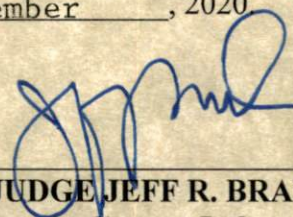
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on October 8, 2020; and

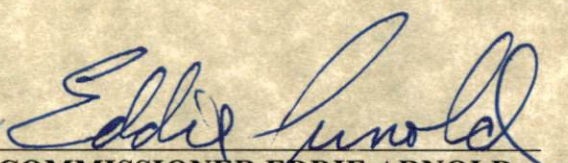
**WHEREAS**, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

**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 Delta 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 October 8, 2020.

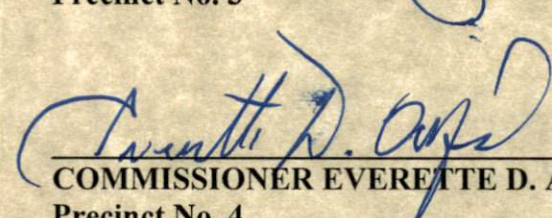
SIGNED this 1st day of December, 2020.

  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

  
\_\_\_\_\_  
**COMMISSIONER EDDIE ARNOLD**  
Precinct No. 1

  
\_\_\_\_\_  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

ABSENT  
\_\_\_\_\_  
**COMMISSIONER BRENT A. WEAVER**  
Precinct No. 2

  
\_\_\_\_\_  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4



**AGENDA ITEM****December 1, 2020**

Consider, possibly approve and authorize the County Judge to execute Right of Entry for Survey and Exploration Agreements DACW64-9-5846, DACW64-95847 and DACW64-9-5853 of the United States Corps of Engineers with Jefferson County, Texas. (This is for three contiguous parcels of land along the seawall in Port Arthur.)

DEPARTMENT OF THE ARMY  
DACW64-9-20-5846  
RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson  
County, TX

PID: 89115

Legal Discription: LT 1, LTS 2-4 TR 1 &  
ALL LT 5 & 10' OF ADJ ALLEY BLK 151  
CITY OF PORT ARTHUR 3.4057AC

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work, as described in Exhibit "A", as may be necessary to complete the investigation being made of said lands by the Government.

2. This right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "B".

6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "C" attached hereto and incorporated herein for all purposes.

*[signatures contained on next page]*

DACW64-9-20-5846

WITNESSES MY HAND AND SEAL this 1<sup>ST</sup> day of DECEMBER, 2020

UNITED STATES OF AMERICA

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

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

Jefferson County

BY \_\_\_\_\_

Timothy J. Nelson  
Chief, Real Estate Division  
Galveston District  
U.S. Army Corps of Engineer

DACW64-9-20-5846

WITNESSES MY HAND AND SEAL this 1<sup>ST</sup> day of DECEMBER, 2020

UNITED STATES OF AMERICA

Name: 

Title:

Jefferson County

BY \_\_\_\_\_

Timothy J. Nelson  
Chief, Real Estate Division  
Galveston District  
U.S. Army Corps of Engineer

DACW64-9-20-5846

EXHIBIT "C"

Contact Information for Owner

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

Best Contact Phone Number: \_\_\_\_\_

Alternate Phone Number (if applicable): \_\_\_\_\_

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

Preferred Mailing Address (if different than property address):

\_\_\_\_\_

\_\_\_\_\_

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

Additional rules for all persons entering the Land or Adjacent Land on behalf of Government:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

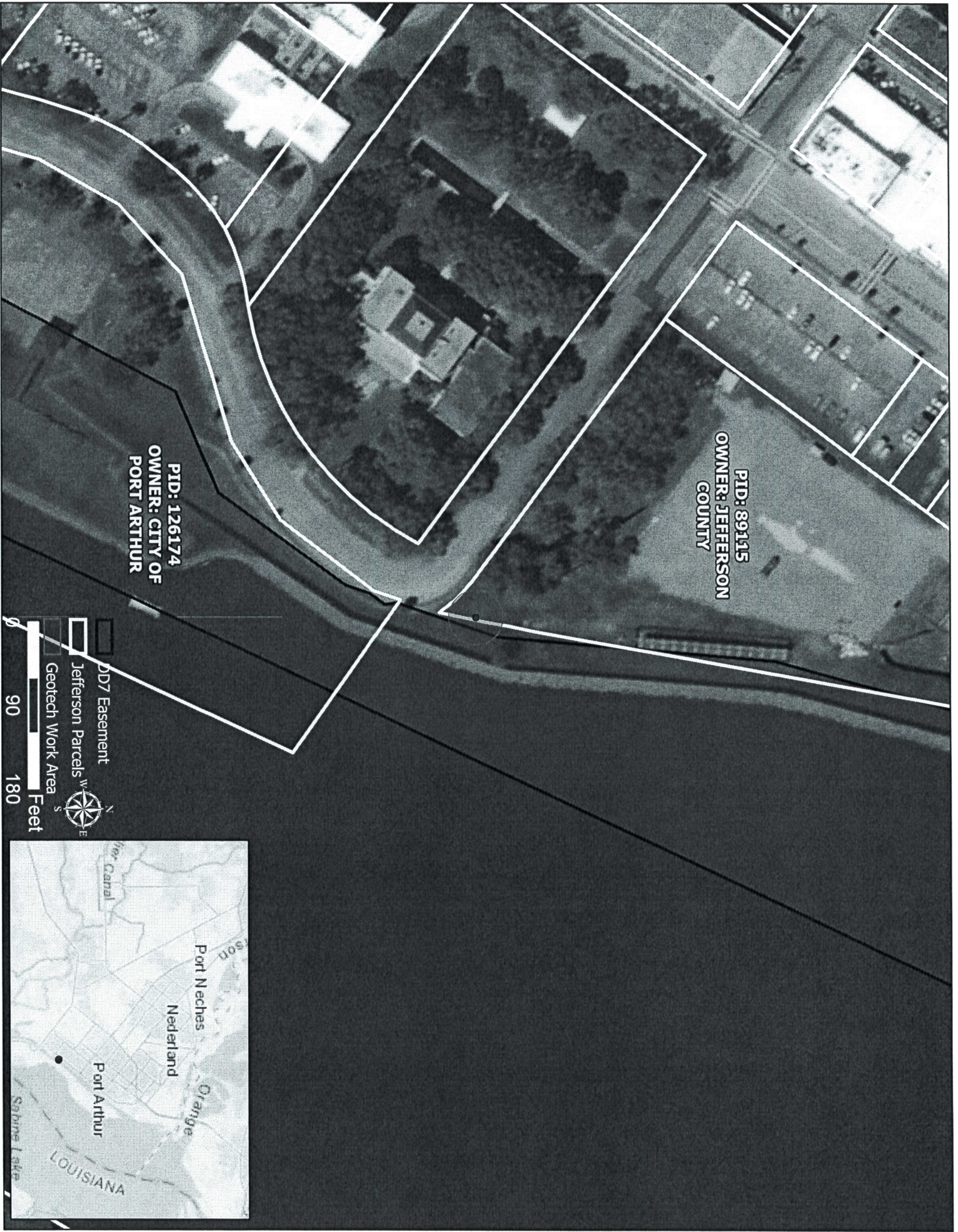
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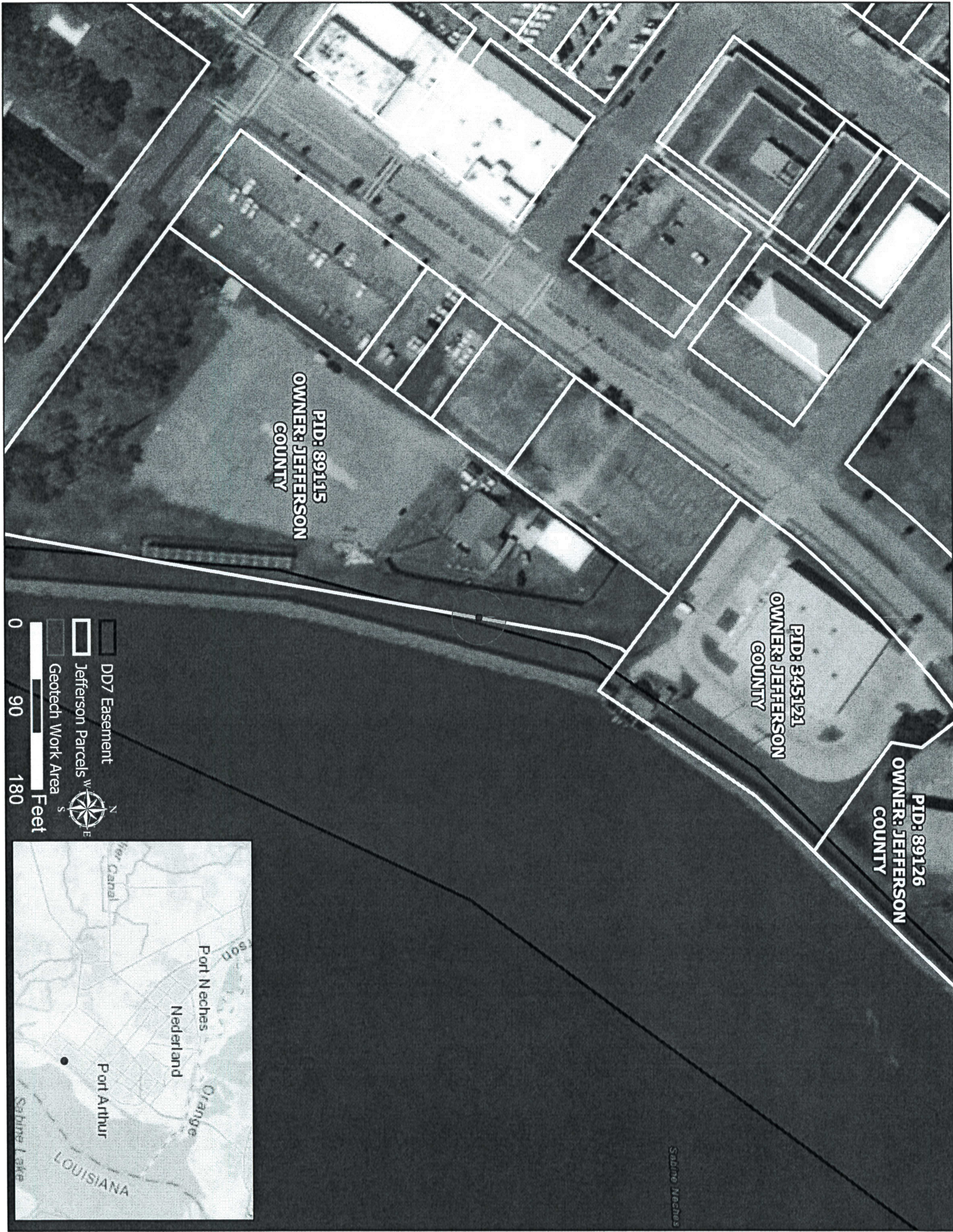
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## EXHIBIT “A”

### Scope of Work

#### **Geotechnical Investigations – Core Borings and Cone Penetration Tests**

Core borings are required to determine the strength of levee that can be built for protection against hurricanes. Core borings can be drilled up to depths of 80 feet. This process collects soil for laboratory soil classification and strength testing. All bore holes will be backfilled upon completion of the boring. Soil boring locations can be relocated if there are conflicts with the surrounding structures or environment. Expected equipment for completion of this work will be a crew with their handheld equipment, personnel transportation (atv/truck), and specialized drilling rig/truck.

Cone penetration tests (CPT) aid in the geotechnical analysis in place of core borings by recording surface friction, water pressure, and soil hardness data. It also allows for testing up to 80 feet in depth. CPT locations can be relocated if there are conflicts with the surrounding structures or environment. Expected equipment for completion of this work will be a crew with their handheld equipment, personnel transportation (atv/truck), and specialized CPT truck.

DEPARTMENT OF THE ARMY  
DACW64-9-20-5847  
RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson  
County, TX

PID: 89126

Legal Discription: TR 5A REPLAT S PT  
LTS 4-10 & ABD RD BLK 152 CITY OF  
PORT ARTHUR 1.523AC

The undersigned, hereinafter called the "Owner," hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twelve (12) months from the date of this instrument, in order to survey, make test borings, and carry out such other exploratory work, as described in Exhibit "A", as may be necessary to complete the investigation being made of said lands by the Government.

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3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Government's employees or agents in the exercise of this right-of-way results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of Texas County of Jefferson, and is shown in Exhibit "B".

6. All persons entering the land on behalf of the Government shall comply with the terms of Exhibit "C" attached hereto and incorporated herein for all purposes.

*[signatures contained on next page]*

DACW64-9-20-5847

WITNESSES MY HAND AND SEAL this 1<sup>ST</sup> day of DECEMBER, 2020

UNITED STATES OF AMERICA

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

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

Jefferson County

BY \_\_\_\_\_

Timothy J. Nelson  
Chief, Real Estate Division  
Galveston District  
U.S. Army Corps of Engineer

DEPARTMENT OF THE ARMY  
DACW64-9-20-5847  
RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson  
County, TX

PID: 89126

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*[signatures contained on next page]*

DACW64-9-20-5847

WITNESSES MY HAND AND SEAL this 1<sup>ST</sup> day of DECEMBER, 2020

UNITED STATES OF AMERICA

  
Name:  
Title:  
Jefferson County

BY \_\_\_\_\_  
Timothy J. Nelson  
Chief, Real Estate Division  
Galveston District  
U.S. Army Corps of Engineer

DACW64-9-20-5847

EXHIBIT "C"

Contact Information for Owner

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

Best Contact Phone Number: \_\_\_\_\_

Alternate Phone Number (if applicable): \_\_\_\_\_

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

Preferred Mailing Address (if different than property address):

\_\_\_\_\_

\_\_\_\_\_

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

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\_\_\_\_\_

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\_\_\_\_\_

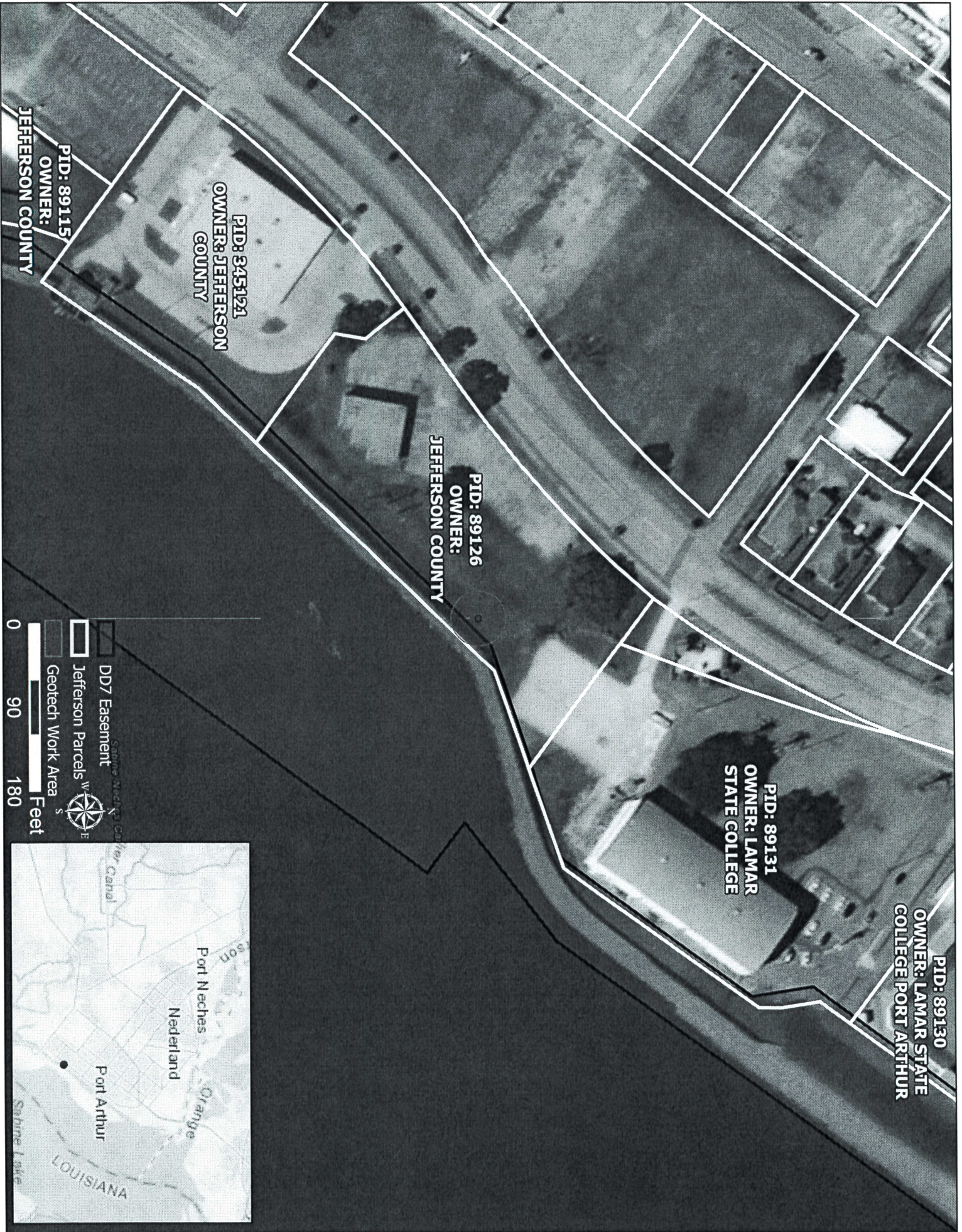
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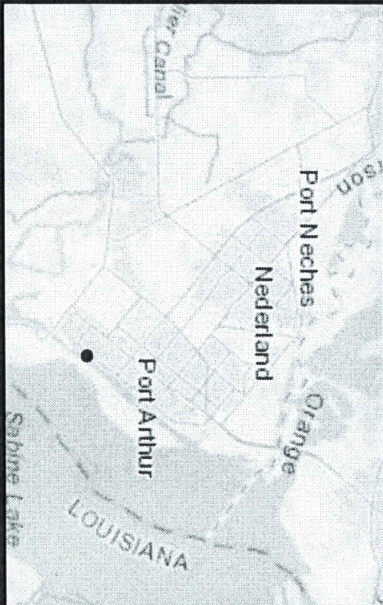
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## EXHIBIT “A”

### Scope of Work

#### **Geotechnical Investigations – Core Borings and Cone Penetration Tests**

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DEPARTMENT OF THE ARMY  
DACW64-9-20-5846  
RIGHT OF ENTRY FOR SURVEY AND EXPLORATION

Sabine to Galveston Project, Jefferson  
County, TX

PID: 89115

Legal Discription: LT 1, LTS 2-4 TR 1 &  
ALL LT 5 & 10' OF ADJ ALLEY BLK 151  
CITY OF PORT ARTHUR 3.4057AC

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*[signatures contained on next page]*

Legal Description: TR 5B  
REPLAT S PT LTS 4-10 & ABD  
RD BLK 152

 Jefferson County Parcel

Legend



 Miles

## Exhibit "A"

SABINE PASS TO GALVESTON BAY PROJECT  
JEFFERSON COUNTY, TEXAS  
JCAD PID: 345121

Coordinate System: GCS WGS 1984  
Datum: WGS 1984  
Units: Degree

The data is only a representation of features on the earth compiled by computer program from raw data obtained from different sources and is not necessarily, in whole or in part, based upon any physical recording, study or survey, professional or otherwise, of the covered property. This information is not intended as a substitute for a field survey by a licensed professional or any other use or application that requires legal or engineering accuracy.



US Army Corps  
of Engineers  
Galveston District

Source: Esri, Mapbox, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

89115

345121

89126



Legal Description: LTS 1-5 & 10'  
OF ADJ ALLEY BLK 151 CITY  
OF PORT ARTHUR 4.088

 Legend  
Jefferson County Parcel





# Exhibit "A"

SABINE PASS TO GALVESTON BAY PROJECT  
JEFFERSON COUNTY, TEXAS  
JCAD PID: 89115

Coordinate System: GCS WGS 1984  
Datum: WGS 1984  
Units: Degree

The data is only a representation of features on the earth compiled by computer program from raw data obtained from different sources and is not necessarily, in whole or in part, based upon any physical recording, study or survey, professional or otherwise, of the covered property. This information is not intended as a substitute for a field survey by a licensed professional or any other use or application that requires legal or engineering accuracy.



US Army Corps  
of Engineers  
Galveston District

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Source: Esri, Imagery, Geography, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Coordinate System: GCS WGS 1984  
Datum: WGS 1984  
Units: Degree

## Exhibit "A"

SABINE PASS TO GALVESTON BAY PROJECT  
JEFFERSON COUNTY, TEXAS  
JCAD PID: 89126

Legend  
Jefferson County Parcel



0 0.01 0.02 0.03 0.03 Miles



US Army Corps  
of Engineers  
Galveston District

The data is only a representation of features on the earth compiled by computer program from raw data obtained from different sources and is not necessarily, in whole or in part, based upon any physical recording, study or survey, professional or otherwise, of the covered property. This information is not intended as a substitute for a field survey by a licensed professional or any other use or application that requires legal or engineering accuracy.

**AGENDA ITEM****December 1, 2020**

Consider, possibly approve and authorize the County Judge to execute Amendment to Mental Health Liaison Program Agreement between County of Jefferson and Spindletop Center. (This is a renewal.)

**AMENDMENT TO  
MENTAL HEALTH LIAISON PROGRAM AGREEMENT  
BETWEEN  
COUNTY OF JEFFERSON  
AND  
SPINDLETOP CENTER**

WHEREAS, on the 1<sup>st</sup> day of July 2018, the County of Jefferson and Spindletop Center entered into a Contract to fund a Mental Health Liaison position for the Mental Health Liaison Program. Reference to which is made for any and all purposes and the same is incorporated herein by reference.

And WHEREAS, effective November 1, 2020, the parties to said Contract desire to amend the sections identified in this amendment.

Except as herein amended, the Contract between the parties hereto dated May 14, 2018, is to remain as written, and the same is hereby ratified and affirmed by all parties hereto and is acknowledged by all parties that the same is in good standing.

**AMENDED CONTRACT SECTIONS**

**VI. TERM OF CONTRACT:**

**Term.** This contract is to commence September 1, 2020 to August 31, 2021 and shall automatically renew on **September 1** of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated.

**SPINDLETOP CENTER**

By:  \_\_\_\_\_  
Holly Borel  
Chief Executive Officer

Digitally signed by Holly Borel  
Date: 2020.11.19 10:34:22  
-06'00'

11/19/2020  
\_\_\_\_\_  
Date

**COUNTY OF JEFFERSON**

By: \_\_\_\_\_  
Jeff Branick  
County Judge, County of Jefferson

\_\_\_\_\_  
Date

**AGENDA ITEM****December 1, 2020**

Consider, possibly approve and authorize the County Judge to execute an Amended Tax Abatement between Jefferson County and Suez WTS USA, Inc for Property Located in the Suez WTS USA, INC.-Project Clear Reinvestment Zone pursuant to Sec. 312.401, Texas Property Tax Code.

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY  
AND SUEZ WTS USA, Inc. FOR PROPERTY LOCATED  
IN THE SUEZ WTS USA, INC.-PROJECT CLEAR REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Suez WTS USA, Inc. ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on August 4, 2020 (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on a new plant facility (the "Project") to be constructed by OWNER, in the **Suez WTS USA, Inc.-Project Clear Reinvestment Zone** which was originally adopted by Jefferson County on the 26<sup>th</sup> day of May, 2020 and amended on the 2<sup>nd</sup> day of November, 2020.
  
2. Suez WTS USA, Inc. is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project. Owner has requested that the County modify the Agreement to delay the beginning date of tax abatement percentages agreed to and the real interests and obligations outlined in the abatement agreement and include and recognize a reinvestment zone newly created by the City of Beaumont.
  
3. It was and continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.
  
4. The Parties acknowledge that circumstances beyond the control of Owner, specifically difficulties occasioned by COVID-19, have delayed the commencement of construction and the Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreement for this project shall be amended only with respect to:

**Article 4: Term of Abatement**

The Term of the Abatement Granted in the Abatement Schedule, pursuant to this Agreement shall be as follows:

| <b>Tax Year</b> | <b>Abatement Percentage</b> |
|-----------------|-----------------------------|
| <b>2020</b>     | <b>0%</b>                   |
| <b>2021</b>     | <b>0%</b>                   |
| <b>2022</b>     | <b>100%</b>                 |
| <b>2023</b>     | <b>90%</b>                  |
| <b>2024</b>     | <b>80%</b>                  |
| <b>2025</b>     | <b>70%</b>                  |

5. The Parties also acknowledge, to be included and attached to **Exhibit C, Reinvestment Zone of the Agreement**, is a reinvestment zone within the boundaries City of Beaumont, Texas consisting of approximately 31.10 acres of land.

The document more particularly describing and creating the Suez WTS USA Inc., Project-Clear Reinvestment Zone by the City of Beaumont on the 20<sup>th</sup> day of October, 2020, Ordinance No. 20-059, is attached hereto as Exhibit B.

6. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.

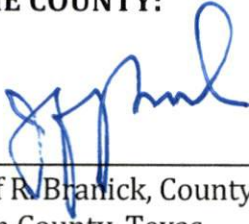
That pursuant to the 2020 Amended Tax Abatement Policy of Jefferson County that requires that purchases for the project will be invoiced that Jefferson County will be credited with sales taxes for taxable purchases for the project, Suez WTS USA, Inc. will do the following to comply with this requirement:

Suez WTS USA, Inc. (Suez) will enter into a Separated Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of a new plant facility described in the abatement agreement to be located in Jefferson County Texas.

Suez will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. GPP will remit use taxes on taxable purchases made for use in the construction of the facility 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.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

**FOR THE COUNTY:**



---

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

**FOR THE OWNER:**

---

Mr. Joseph J. Devine  
Vice-President, Taxes  
Suez WTS USA, Inc.

**AGENDA ITEM****December 1, 2020**

Consider, possibly approve and authorize the County Judge to execute an Agreement between the City of Beaumont and Jefferson County for the Operation of the Government PEG Channel.



**Jefferson County, Texas**

**Agreement between Jefferson County, Texas and  
the City of Beaumont for Operation of the Government PEG Channel**

The City of Beaumont and Jefferson County enter into this agreement pursuant to Chapter 791, Texas Government Code and hereby agree:

- I. There is mutual benefit to each other and to the citizens of the community and surrounding areas in acquiring newer technology for the operation of the local Public, Educational, and Government (PEG Channel).
  
2. In accordance with that mutual goal and in keeping with previously agreed documents which are attached (see Attachments) and included here by reference, the City of Beaumont agrees to reimburse Jefferson County up to \$120,331.00, for the purchase and upgrading of equipment related to broadcasting, the listing and cost of which is set forth in Exhibit A.
  
3. Jefferson County agrees to purchase the equipment and see that it is properly installed and in good working order and agrees to maintain the equipment.
  
4. The Parties agree that if a dispute arises they will first try to work it out between themselves in a good faith effort to resolve their differences. If they cannot reach agreement they agree that they may seek redress in binding arbitration. Notwithstanding anything in this section, however, both parties agree that this contract does not grant a waiver of the constitutional, statutory or common law rights, privileges, defenses or immunities of the parties.

Signed this \_\_\_\_ day of December, 2020

\_\_\_\_\_  
**JUDGE JEFF R. BRANICK, COUNTY JUDGE**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
**BECKY AMES, MAYOR**

# PIAZZ ESTIMATE

Building Budget Friendly Solutions

7821 Gladys Avenue  
Beaumont, Tx 77706  
Phone: 409-860-9283  
Fax: 409-860-9286

DATE: 10/5/2020


Estimate # 2020-151

## Customer:

Jefferson County Texas  
Jeff Ross  
1149 Pearl Street Suite 600  
Beaumont TX 77701  
409-835-8447

| DESCRIPTION   |  | AMOUNT      |             |
|---|--|-------------|-------------|
| Project Goal : Build out a complete video production ecosystem for the Commissioner's court for video recording and broadcasting                    |  |             |             |
| MASTER CONTROL -  |  |             |             |
| 1   | TriCaster 2 Elite (3RU Chassis w/ redundant power) - <a href="https://www.newtek.com/tricaster/2-elite/">https://www.newtek.com/tricaster/2-elite/</a> | \$27,995.00 | \$27,995.00 |
| 1   | ProTek for TriCaster 2 Elite (initial 2 year coverage)   | \$4,495.00  | \$4,495.00  |
| 2   | 24" monitor package for TriCaster  | \$199.00    | \$398.00    |
| 1   | Skaarhoj Master Key One controller for TriCaster - Complete programmable control surface   | \$4,999.00  | \$4,999.00  |
| 1   | Skaarhoj PTZ Pro w/ Hall Effect Joystick Camera Controller   | \$2,499.00  | \$2,499.00  |
| 40  | Installing and Programming new Audio/Video system equipment per original specifications  | \$195.00    | \$7,800.00  |
| 8   | Training Customer on operations of new system  | \$195.00    | \$1,560.00  |
| Subtotal  |  |             | \$49,746.00 |
|   |  | SUBTOTAL    | \$49,746.00 |
|   |  | TAX RATE    | 0.0825      |
|   |  | TAX         |             |
|   |  | OTHER       | \$0.00      |
|   |  | TOTAL       | \$49,746.00 |
| OTHER COMMENTS  |  |             |             |
| Customer agrees to provide adequate network switch to connect the system together. Cisco, Aruba, Arista for example.                                |  |             |             |
| Customer also agrees to facilitate and work with us to bore and install any conduit needed from the Camera locations to the TriCaster Control room. |  |             |             |

*Thank You For Your Business!*

|  |                  |  |  |                     |
|--|------------------|--|--|---------------------|
|                                        |                  | <b>\$ 60,711.79</b>  |  |                     |
| <b>CUSTOMER:</b>   | Jefferson County | <b>Account Manager:</b><br><b>Dave Kriedemann</b><br><b>Contract:</b>      | <b>Quote Date:</b>   | November 24, 2020   |
| <b>CONTACT:</b>  | Jeff Ross        |  | <b>Prep by:</b>  | Dave Kriedemann     |
| <b>ADDRESS:</b>  |                  |  | <b>Phone:</b>  | 312-705-5571        |
| <b>QUOTE #</b>   | AV Project       |  | <b>Toll Free:</b>  |                     |
| <b>REV #:</b>  |                  |  | <b>Email:</b>  | davekri@cdwg.com    |
| <b>Quantity</b>  | <b>PART #</b>    | <b>DESCRIPTION</b>   | <b>UNIT COST</b>   | <b>EXT. COST</b>    |
| 5  | AW-UE150KPJ      | PANASONIC AW-UE150KPJ HD PTZ CAM BLK                                       | \$9,416.70   | \$47,083.50         |
| 4  | FEC-150WMK       | PANASONIC WALL MOUNT F/AWUE150 BLACK                                       | \$185.00   | \$740.00            |
| 1  | LPJ008A-T-R2     | BLACK BOX 10/100/1000BASE-T POE+ INJ                                       | \$557.70   | \$557.70            |
| 1  | NP-PA653UL-41ZL  | NP-PA653UL with NP41ZL lens bundle -5 Year Warranty                        | \$5,633.85   | \$5,663.85          |
| 1  | RFR-2028BR       | 28W20SP28DP RFR RACK BR  | \$980.00   | \$980.00            |
| 10   | MXC416DF-C       | 16 inch Dual Flex Gooseneck Mic  | \$176.69   | \$1,766.90          |
| 1  | QLXD24/SM58-G50  | QLXD2/SM58 Handheld Transmitter with SM58 Microphone                       | \$973.64   | \$973.64            |
| 1  | SB900A           | Shure Lithium-Ion Rechargeable Battery                                     | \$91.39  | \$91.39             |
| 1  | SBC200-US        | Shure Dual Docking Charger with Power Supply                               | \$213.25   | \$213.25            |
| 1  | NY64-D           | Dante Digital Interface Card   | \$391.23   | \$391.23            |
| 1  | HD280PRO         | Closed; around-the-ear collapsable professional monitoring headphones      | \$93.36  | \$93.36             |
| 1  | TF-RACK          | 16 onboard Mic-Line analog inputs. 32 mono; 2 stereo mixable channels. 3U  | \$1,689.00   | \$1,689.00          |
| 2  | N222-01K-BK      | Tripp Lite 1000ft Cat6 600MHz Gigabit Bulk Solid PVC CMR Cable Black 1000' | \$155.99   | \$311.98            |
|  |                  |  | <b>SUBTOTAL</b>  | <b>\$ 60,711.79</b> |
|  |                  |  | <b>FREIGHT</b>   | <b>\$ -</b>         |
|  |                  |  | <b>GRAND TOTAL</b>   | <b>\$ 60,711.79</b> |
| <b>Corporate Headquarters:</b><br>Will Call & Third Party Pickup<br>200 North Milwaukee Ave.<br>Vernon Hills, IL 60061 |                  |  | <b>Please remit payment to:</b><br>CDW Government<br>75 Remittance Drive, Suite 1515<br>Chicago, IL 60675-1515 |                     |



The Professional's Source

# Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

131

Phone: 800-947-8003  
212-239-7503

Fax: 800-858-5517  
212-239-7759

Email: Education: emailbids@bhphoto.com  
Corporate: corporatesales@bhphoto.com  
Fed Gov: federalsales@bhphoto.com  
State and Local: biddept@bhphoto.com

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Prices Are Valid Until:

11/21/20

Quote No.: 1068354287

Reference No.: R160901-P

Sold To:

Vanessa Lachney  
1149 Pearl St  
6Th Floor  
BEAUMONT, TX 77701

Ship To:

Vanessa Lachney  
1149 Pearl St 6Th Floor  
BEAUMONT, TX 77701

Bill Phone: (409)835-8447

(409)835-8447

| Date                       | Customer Code | Terms  | Salesperson                   | Ship Via   |          |
|----------------------------|---------------|--|-------------------------------|------------|----------|
| 10/22/20                   | A8568078      | N/A  | WB                            | MULTIPLE   |          |
| Qty                        | Ord           | Item Description   | SKU#<br>MFR#                  | Item Price | Amount   |
| ✓                          | 2             | BIRDDOG 4K SDI-12G SDI 4KP60 NDI ENCDR/DCDR/REG  | BIBD4KSDI<br>(BD4KSDI)        | 805.95     | 1,611.90 |
| ✓                          | 2             | BIRDDOG MINI HDMI - HDMI TO NDI ENCODER/REG  | BIBDMINIHDMI<br>(BDMINIHDMI)  | 400.95     | 801.90   |
| ✓                          | 25            | CANARE 75OHM BNC CRIMP PLUG/REG  | CABCPA4<br>(BCPA4)            | 2.19       | 54.75    |
| ✓                          | 1             | KRAMER PLUGABLE OPTCL HDMI CABLE,PLENUM -98'/REG   | KRCPAOCHXL98<br>(CPAOCHXL98)  | 272.40     | 272.40   |
| ✓                          | 1             | AUDINATE DANTE AVIO 2x2 USB I/O ADAPTER/REG  | AUAUSBAU2X2<br>(ADPUSBAU2X2)  | 90.88      | 90.88    |
| ✓                          | 2             | KALI 6.5" POWERED STUDIO MONITOR - BLACK/REG   | KALP6B<br>(LP6)               | 111.75     | 223.50   |
| ✓                          | 1             | DALITE/ELECT CONTOUR/E 137"/16:10 - MATTE WHITE/REG<br><i>This Is A Special Order Item, And Is Not Returnable.</i> | DA70192LS<br>(70192LS)        | 1,105.14   | 1,105.14 |
| ✓                          | 1             | BELDEN 12GHz/4K UHD VID.CBL-750/20AWG-1000'BK/REG<br><i>This Is A Special Order Item, And Is Not Returnable.</i>   | BE4505R0101<br>(4505R0101000) | 622.08     | 622.08   |
| ✓                          | 1             | KRAMER OPTICAL HDMI PLENUM CABLE-262'/REG  | KRCPAOCHX262<br>(CPAOCHXL262) | 518.40     | 518.40   |
| Continued on Next Page ... |               |  |                               |            |          |



The Professional's Source

# Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

132

Phone: 800-947-8003  
212-239-7503

Fax: 800-858-5517  
212-239-7759

Email: Education: emailbids@bhphoto.com  
Corporate: corporatesales@bhphoto.com  
Fed Gov: federsales@bhphoto.com  
State and Local: biddept@bhphoto.com

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Quote No.: 1068354287

| Date                  | Customer Code  | Terms | Salesperson | Ship Via     |            |          |
|-----------------------|--|-------|-------------|--------------|------------|----------|
|                       | A8568078   | N/A   | Slsm        | MULTIPLE     |            |          |
| Qty Ord               | Item Description   |       |             | SKU#<br>MFR# | Item Price | Amount   |
|                       | <p>PLEASE NOTE: -----</p> <p>IMPORTANT NOTICE: B&amp;H has begun collecting Texas sales tax. If you are TX tax exempt, please contact our TAX Department. To update the status of your account, please email a completed tax exempt certificate to taxcertificates@bhphoto.com. The B&amp;H Tax Department can be reached via phone at 212-502-6308.</p> <p>**** Please reference your quote number on all PO's ****</p> <p>Certain items may be enforced by vendor to sell at the vendor-imposed price posted at the time of order.</p> |       |             |              |            |          |
| Payment Type -<br>N/A |  |       |             | - Amount     | Sub-Total: | 5,300.95 |
|                       |  |       |             |              | Shipping:  | 256.00   |
|                       |  |       |             |              | Tax:       | 458.45   |
|                       |  |       |             |              | Total:     | 6,015.40 |

**Quotation****Dale Electronics Corp.**

148-04 95th Avenue  
 Jamaica NY 11435  
 United States  
 212-475-1124  
 www.daleproaudio.com

Quote #

**EST178284**

Date

10/26/2020

Expires  
 Sales Rep  
 Memo  
 PO #  
 Terms  
 Ship Via  
 Order Notes

11/25/2020  
 Tim Brown Tim Brown  
 ATND8677A ( x 9 )  
 UPS® Ground (US48)

**Bill To**

Vanessa Lachney  
 Jefferson County - Texas  
 1149 Pearl Street  
 6th floor  
 Beaumont TX 77701  
 United States

**Ship To**

Vanessa Lachney  
 Jefferson County - Texas  
 1149 Pearl Street  
 6th floor  
 Beaumont TX 77701  
 United States

| MPN       | Description   | QTY | List   | Rate   | AMT      |
|-----------|---|-----|--------|--------|----------|
| ATND8677A | AUDIO-TECHNICA ATND8677A MICROPHONE<br>DESK STAND WITH DANTE NETWORK OUTPUT,<br>SUPPORT FOR DANTE DOMA... | 10  | 626.00 | 455.00 | 4,550.00 |

**Subtotal** 4,550.00  
**Shipping Cost (UPS® Ground (US48))** 111.23  
**Total** \$4,661.23



EST178284

**AGENDA ITEM****December 1, 2020**

Consider and possibly approve a Resolution and Order expressing official intent to defease certain outstanding tax-exempt obligations and authorizing the defeasance of such obligations and containing other matters related thereto.

**JEFFERSON COUNTY, TEXAS**

**RESOLUTION AND ORDER EXPRESSING OFFICIAL INTENT TO DEFEASE CERTAIN  
OUTSTANDING TAX-EXEMPT OBLIGATIONS AND AUTHORIZING THE  
DEFEASANCE OF SUCH OBLIGATIONS AND CONTAINING OTHER MATTERS  
RELATED THERETO**

WHEREAS, Jefferson County, Texas (the "County"), previously issued certain tax-exempt obligations described in **Exhibit "A"** attached hereto (the "Prior Obligations"), the proceeds of which were used to finance and refinance the construction and development of a County owned facility generally referred to as the "Ford Park Entertainment Complex" (herein "Ford Park") located on Interstate 10 access road in Beaumont, Jefferson County, Texas, and currently the Prior Obligations that are outstanding are \$20,670,000 of the County's General Obligation Refunding Bonds, Series 2012 (the "Series 2012 Refunding Bonds"); and

WHEREAS, and County also previously issued and has outstanding the County's Certificates of Obligation, Series 2019 (the "2019 Certificates"), in the original principal amount of \$15,295,000, of which 6.55% of the proceeds equal to \$1,008,372.50 thereof were spent on energy improvements at Ford Park; and

WHEREAS, the County anticipates that it may sell Ford Park within approximately 60 to 90 days to an unrelated third party for the cash sum of \$22,200,000 (the "Sales Price"), subject to certain conditions and restrictions, including a right of first refusal, the outstanding property restrictions of record and the outstanding contracts in place the County has entered into that concern and relate to Ford Park and that will be assumed by the buyer, which conditions, restrictions and contract will affect the buyer's use of Ford Park; and

WHEREAS, the sale of Ford Park would constitute deliberate action by the County under §141 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulation §1.141-2(d)(1) that causes the County's Prior Obligations and 2019 Certificates to become private activity bonds unless the County takes certain remedial actions provided for under Treasury Regulation §1.141-12; and

WHEREAS, Treasury Regulation §1.141-12(a) and (d) authorizes as a remedial action the defeasance of all of the County's outstanding non-qualified bonds and the establishment of a defeasance escrow with the disposition proceeds received from the sale of Ford Park; and

WHEREAS, Treasury Regulation §1.141-12(d)(3) provides that in order to satisfy the remedial action requirement of establishing a defeasance escrow, an issuer must declare its official intent to redeem or defease all of the tax-exempt bonds or other obligations that would become nonqualified in the event of a subsequent deliberate action, which declaration of official intent must be declared by an issuer on or before the date on which it defeases such nonqualified bonds and obligations; and

WHEREAS, the County desires to execute this Resolution and Order pursuant to Treasury Regulation §1.141-12(d)(3) to declare its official intent to defease the Series 2012 Bonds and a pro rata share of the Series 2019 Certificates with the disposition proceeds the County receives from the

sale of Ford Park, and to further authorize the County Judge and County Auditor to take all appropriate action to establish and fund a defeasance escrow for each of the Series 2012 Bonds and Series 2019 Certificates out the disposition proceeds received from the sale of Ford Park, and to further authorize the execution of one or more escrow agreements and all other documents and instruments related thereto as either the County Judge or County Auditor may determine, working with the County's Bond Counsel and Financial Advisor, are necessary or appropriate in connection with such defeasance;

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners' Court of Jefferson County, Texas that:

Section 1. Declaration of Official Intent. The County declares its official intent pursuant to Treasury Regulation §1.141-12(d)(3) to defease all of the County's outstanding Series 2012 Refunding Bonds in the aggregate principal amount of \$20,670,000 and at least \$975,622.50 principal amount of the County's Series 2019 Certificates by establishing a defeasance escrow out of the disposition proceeds the County receives from the sale of Ford Park, if the sale of Ford Park takes place and closes, and the County finds and determines that the sale of Ford Park would constitute deliberate action by the County and that the establishment of the defeasance escrow will be the remedial action that the County shall take pursuant to Treasury Regulation §1.141-12(a) and (d) in the event the County sells and closes on the sale of Ford Park.

Section 2. Defeasance of the Series 2012 Bonds and Series 2019 Certificates. Conditioned on and subject to the closing of the sale of Ford Park, at the time of closing the sale of Ford Park, the County hereby irrevocably authorizes and orders that all of the outstanding Series 2012 Bonds in the aggregate principal amount of \$20,670,000 and at least \$975,622.50 in principal amount of the Series 2019 Certificates (collectively the "Defeased Obligations") be defeased and redeemed in accordance with the following procedures and plan (herein the "Defeasance Plan"):

- (1) The County hereby approves and orders that the Defeased Obligations shall be defeased by the establishment of a defeasance escrow out of the disposition proceeds received by the County from the sale of Ford Park, the terms of which defeasance escrow shall be finally determined, specified, approved and designated by the County's County Judge and County Auditor (the "Authorized Officers"), and each of such Authorized Officers shall be and hereby is authorized to make the final determination of which of the terms and manner of defeasance, and the terms of any one or more escrow agreements and purchase of the escrowed securities to fund the escrow for accomplishing the defeasance, and the final maturities and portions thereof of the percentage of the Series 2019 Certificates to be defeased. The final maturities and portions of the Series 2019 Certificates selected for defeasance shall be determined by any Authorized Officer in accordance with the requirements of Treasury Regulation §1.141-12(j)(2).
- (2) The defeased Series 2012 Bonds maturing on and after August 1, 2021 shall be called for redemption on August 1, 2021 and the defeased Series 2019 Certificates maturing on and after August 2, 2028 shall be called for redemption on August 1, 2028, which dates the County hereby finds are the

first date each of such obligations may be called for redemption, and written notice of redemption shall be given in such forms as approved by any Authorized Officer.

- (3) The cash sum equal to an amount necessary to pay the principal amount of the Defeased Obligations, plus all accrued interest due and payable on the Defeased Obligations through their respective Redemption Dates, shall be transferred out of the disposition proceeds received by the County from the sale of Ford Park and deposited with the respective Paying Agent for each of the Defeased Obligations pursuant to Section 1207.061 of the Texas Government Code, and further, in connection therewith, pursuant to the terms and provisions of Section 1207.072 of the Texas Government Code, the County shall enter into an Escrow Agreement with each such Paying Agent substantially in the form attached hereto as **Exhibit "B"**, the terms and provisions of each such Escrow Agreement are hereby authorized and approved, subject to such insertions, additions and modifications approved by any Authorized Officer and as shall be necessary to carry out the Defeasance Plan set forth herein, and as further designed for the County by the County's Financial Advisor and Bond Counsel, and which shall be certified as to mathematical accuracy by an independent accounting firm in a written verification report (the "Report"), as determined, approved and designated by any Authorized Officer, to comply with all applicable laws and regulations relating to the defeasance of the Defeased Obligations, and to carry out the other intents and purposes of this Resolution and Order, and each Authorized Officer and also any other officer of the County is hereby authorized to execute and deliver such Escrow Agreements on behalf of the County in multiple counterparts and the County Clerk of the County is hereby authorized to attest thereto and affix the County's seal.
- (4) In accordance with the provisions of Section 1207.062 of the Texas Government Code, the deposit of the funds into escrow with each Paying Agent shall only be invested in the following: (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States, (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by an agency or instrumentality and that, on the date of this Order, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, as of the date of this Order, are rated as to investment quality by a nationally recognized investment rating agency firm not less than AAA or its equivalent (herein referred to as the "Escrowed Securities"). Furthermore, the deposit of the funds with the Paying Agent shall only be invested in Escrowed Securities that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment of the

Defeased Obligations. Pursuant to Treasury Regulation §1.141-12(d)(6), the escrowed funds may not be invested in higher yielding investments or any investment under which the obligor is a user of the proceeds of the Defeased Obligations. Any of the Authorized Officers are hereby authorized to approve and authorize the County to subscribe for, agree to purchase, and purchase the Escrowed Securities, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

- (5) Written notice of the defeasance shall be given to the Commissioner of the Internal Revenue Service within 90 days from the date the defeasance escrow is established in accordance with Treasury Regulation §1.141-12(d)(4).
- (6) In the event the disposition proceeds received by the County from the sale of Ford Park are not sufficient to fully fund the escrow requirements to defease the Defeased Obligations, then any deficiency shall be paid out of any other lawfully available funds to the County as determined by any Authorized Officer, including but not limited to, by transfer from any debt service fund maintained for any of the Defeased Obligations. In the event the disposition proceeds received by the County from the sale of Ford Park exceed the amount necessary to fully fund the defeasance escrows for the defeasance of the Defeased Obligations, then the remaining disposition proceeds shall be expended by the County within two years for other governmental purposes of the County and in a manner that does not cause the proceeds to meet the private business test or the private loan financing test, and in accordance with the remedial action provisions under Treasury Regulation §1.141-12(e).
- (7) The engagement of the County's Financial Advisor, USCA Municipal Advisors LLC, and of Bond Counsel, Creighton, Fox, Johnson & Mills, PLLC and also Germer PLLC, and of the verification agent, and of the Escrow Agents, to assist and serve the County in carrying out the Defeasance Plan is hereby approved, ratified and authorized, and the payment of the reasonable fees and costs of such providers is hereby approved and authorized.

Section 3. Paying Agent Instructions. To provide for the discharge and defeasance of the Defeased Obligations and all liens securing same, the County hereby approves and authorizes any of the Authorized Officers to prepare and send written instructions to the Paying Agent for each of the Defeased Obligations (the "Paying Agent Instructions"), in such form and content as approved by any such Authorized Officer or any other officer or official representative of the County, as any of them may determine to be necessary or appropriate. Each Authorized Officer is authorized to work with the respective Paying Agent for each of the Defeased Obligations to

determine and to prepare and approve the form of redemption notice to be published in connection with the redemption of the Defeased Obligations.

Section 4. Further Action. Each of the County Judge, the County Auditor, the County Clerk, the County Treasurer, or any other officer or official representative of the County, acting alone and without the necessity of the joinder of any other authorized County official, is hereby authorized and directed to take all action as may be necessary or appropriate to effectuate this Order and the defeasance of the Outstanding Obligations to be defeased pursuant to this Order, including but not limited to, making all arrangements necessary or appropriate with each of the Paying Agents for the defeasance of the Defeased Obligations; making such deposits with each such Paying Agent as may be necessary for the defeasance of the Defeased Obligations, approving the final terms of and execution of the Escrow Agreement with each such Paying Agent, authorizing the investment of the funds held in each Escrow Agreement in accordance with the terms of this Order, approving and authorizing the payment of the costs incurred in connection with the defeasance of the Defeased Obligations, including the costs of the County's Financial Advisor, Bond Counsel, the verification agent, and the fees and expenses of the Paying Agents and the Escrow Agents and all related costs of issuance, and taking all other actions that are reasonably necessary or appropriate to provide for the defeasance and redemption of the Defeased Obligations.

Section 5. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Texas Government Code Annotated, Vernon's 1994, as amended.

*[Signature page follows this page.]*

PASSED, APPROVED AND ADOPTED this 1st day of December, 2020.

Jefferson County, Texas

By: \_\_\_\_\_

County Judge

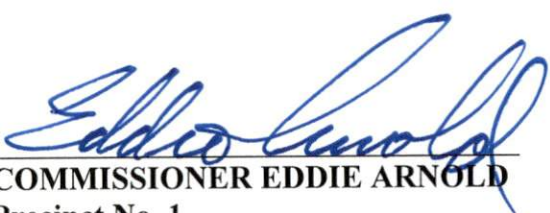
ATTEST:

Carolyn L. Hunsby  
County Clerk

(SEAL)



SIGNED this 1<sup>ST</sup> day of DECEMBER, 2020.

  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge  
\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

ABSENT  
\_\_\_\_\_  
COMMISSIONER BRENT A. WEAVER  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

## EXHIBIT "A"

### Schedule of Prior Obligations

(1) \$55,000,000 Series 2000 Certificates of Obligation.

Issued 3-7-2000.

Purpose: finance construction of Ford Park.

Maturities 2008 through 2025

Callable August 1, 2010

Status: No longer outstanding and were refunded by the Series 2002A General Obligation Refunding Bonds described below.

(2) \$53,850,000 Series 2002A General Obligation Refunding Bonds.

Issued 5-3-2002

Purpose: Advanced Refunded the Series 2000 Certificates of Obligation described below

Maturities 2002 through 2025

Callable August 1, 2012

Status: No longer outstanding and were currently refunded by the Series 2012 General Obligation Refunding Bonds described below.

(3) \$13,090,000 Series 2002B Certificates of Obligation.

Issued 5-3-2002

Financed various projects, some unrelated to Ford Park (radio system, election equipment, etc.) and also for Ford Park (seating, furniture and fixtures, central utility plant, ag extension building)

Maturities 2003 to 2017

Callable August 1, 2012

Status: Have been paid in full.

(4) \$5,550,000 Series 2011 General Obligation Refunding Bonds

Issued 3-24-2011

Refunded the Series 2002B Certificates of Obligation

Maturities 2011 to 2017

Status: Have been paid in full.

(5) \$47,305,000 Series 2012 General Obligation Refunding Bonds.

Issued 5-30-2012

Currently refunded the Series 2002A General Obligation Refunding Bonds

Maturities 2012 to 2025

Callable August 1, 2021

Current Amount Outstanding: \$20,670,000 (maturities 2021 through 2025)

(6) \$15,395,000 Series 2019 Certificates of Obligation.

Issued 6-12-2019

Financed energy related improvements at various County owned buildings, including \$1,008,372.50 of improvements at Ford Park

Callable August 1, 2028

Status: \$14,895,000 outstanding, of which \$975,622.50 is allocated to Ford Park

**EXHIBIT “B”****Form of Escrow Agreement**

See attached form.

### ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement") dated as of \_\_\_\_\_, 2020 (the "Escrow Funding Date"), is made and entered into by and between **JEFFERSON COUNTY, TEXAS**, a political subdivision of the State of Texas organized and existing under the Constitution and laws of the State of Texas (the "County"), and \_\_\_\_\_, N.A., a national banking association having a principal corporate trust office in \_\_\_\_\_, Texas, as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WHEREAS, the County has heretofore issued and there remains outstanding the County's \_\_\_\_\_, Series 20\_\_\_\_ (collectively the "Outstanding Obligations"), and the County desires to provide for the defeasance prior to maturity of all or a portion of certain maturities of the Outstanding Obligations in the aggregate principal amount of \$\_\_\_\_\_, as more particularly described in the Schedule of Defeased Obligations attached hereto as **Exhibit "A"** (the "Defeased Obligations"); and

WHEREAS, *Chapter 1207, Texas Government Code, as amended*, authorizes and empowers the County to deposit funds with the Paying Agent for the Defeased Obligations an amount which is sufficient to provide for the payment or redemption of the principal of and interest on the Defeased Obligations; and

WHEREAS, the Commissioner Court of the County (the "Commissioners Court") has adopted an order authorizing the defeasance of the Defeased Obligations and authorizing, among other things, of providing the funds necessary to pay and defease the Defeased Obligations; and

WHEREAS, the County has provided pursuant to this Escrow Agreement for the application of funds of the County to provide for the payment of the Defeased Obligations; and

WHEREAS, the Commissioners Court has further determined to effectuate the defeasance of the Defeased Obligations pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of the funds deposited hereunder with the Escrow Agent, so as to provide firm banking and financial arrangements for the discharge and final payment or redemption of the Defeased Obligations;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the full and timely payment of the principal of and the interest on the Defeased Obligations, the County and the Escrow Agent contract and agree as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATIONS

1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"County" shall mean **JEFFERSON COUNTY, TEXAS**, and any successor to its duties and functions.

"Escrow Agent" shall mean \_\_\_\_\_, N.A., in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement by and between the County and the Escrow Agent, as it may be amended or supplemented from time to time.

"Escrow Fund" shall mean the fund created in Section 3.01 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the County deposits with the Escrow Agent the cash and Escrowed Securities described in Section 2.01.

"Escrowed Securities" shall mean the Restricted Acquired Obligations or other eligible securities purchased with the funds deposited into the Escrow Fund, all as more fully described in the Report.

"Paying Agent for the Defeased Obligations" shall mean \_\_\_\_\_, N.A., and any successors thereto.

"Defeased Bond Order" shall mean the County's order authorizing the issuance, sale and delivery of the Defeased Obligations.

"Defeased Obligations" shall mean all or portions of certain maturities of the Outstanding Obligations, in the aggregate principal amount of \$\_\_\_\_\_, as more particularly identified and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

"Defeasance Order" shall mean the County's Order adopted December 1, 2020 authorizing the defeasance of the Defeased Obligations.

"Report" shall mean the verification report prepared by \_\_\_\_\_, relating to the defeasance of the Defeased Obligations, a copy of which is attached hereto as **Exhibit "B"**.

"Restricted Acquired Obligations" shall mean the United States Treasury Securities - State and Local Government Series at 0% Interest Rate ("SLGS"), all as more fully described in the Report.

1.02 Interpretations. The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Defeased Obligations in accordance with applicable law.

## ARTICLE II

### DEPOSIT OF FUNDS AND ESCROWED SECURITIES

2.01 Deposits with Escrow Agent; Acquisition of Escrowed Securities. On or before the Escrow Funding Date, the County will deposit, or cause to be deposited, with the Escrow Agent the following:

(a) Escrowed Securities described in the Report in the principal amount of \$\_\_\_\_\_ purchased at a purchase price of \$8\_\_\_\_\_, with a portion of the proceeds of the funds deposited with the Escrow Agent; and

(b) A beginning cash balance of \$\_\_\_\_\_.

## ARTICLE III

### CREATION AND OPERATION OF ESCROW FUND

3.01 Escrow Fund. On the Escrow Funding Date, the Escrow Agent will create on its books a special fund and irrevocable escrow to be known as "**Jefferson County Texas 2021 Escrow Fund**", into which will be deposited the cash and Escrowed Securities described in Section 2.01. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund shall be the property of the Escrow Fund, and shall be applied only in strict conformity with the terms and conditions hereof. The Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Obligations, which payment shall be made by timely transfers to the Paying Agent for the Defeased Obligations of such amounts at such times as are provided in Section 3.02 hereof. When the final transfers have been made to the Paying Agent for the Defeased Obligations for the payment of such principal of and interest on the Defeased Obligations, any balance then remaining in the Escrow Fund shall be transferred to the County, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

3.02 Payment of Principal of and Interest on Defeased Obligations.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Defeased Obligations from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of and interest on the Defeased Obligations as the same become due and payable, all as provided in the Report.

(b) Money transferred to and held by the Paying Agent for the Defeased Obligations in accordance with the provisions hereof shall be held by the Paying Agent for the Defeased Obligations as a segregated account for the respective holders of the Defeased Obligations in connection with which such money is held; provided, however, subject to the provisions of Title 6 of the Texas Property Code regarding Unclaimed Property, that money so held remaining unclaimed by the owners of such Defeased Obligations for three (3) years after the dates on which payment thereon was due, payable and available for payment shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Escrow Agent, the Paying Agent for the Defeased Obligations nor any other person shall be liable or responsible to any holders of such Defeased Obligations for any further payment of such unclaimed money or on account of any such Defeased Obligations.

(c) Except as provided in Article IV hereof, the County hereby covenants and agrees that it will not exercise any right that it may have to redeem any of the Defeased Obligations prior to their scheduled maturities.

3.03 Sufficiency of Escrow Fund. The County represents (based solely upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Defeased Obligations at the times and in the amounts required to pay the interest on the Defeased Obligations as such interest comes due and to pay the principal of the Defeased Obligations as the Defeased Obligations mature or are redeemed. If any deficiency results from any error in the calculation of the report, the County shall transfer to the Escrow Agent for deposit to the Escrow Fund to be held pursuant to this Escrow Agreement an additional amount of cash or securities sufficient to provide for such deficiency which transfer shall be made from lawfully available funds.

3.04 Escrow Fund. The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrow Agent agrees that any uninvested funds in the Escrow Fund shall be secured by collateral to the extent they are not insured by the FDIC. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Defeased Obligations; and a special account therefor evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Defeased Obligations shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the County, and the Escrow Agent shall have no right or title with respect

thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the County.

#### ARTICLE IV

##### REDEMPTION OF CERTAIN DEFEASED OBLIGATIONS PRIOR TO MATURITY

4.01 Optional Redemption of Certain Defeased Obligations. The County has irrevocably exercised its option to call for redemption prior to maturity the Defeased Obligations as set forth below. Such optional redemption shall be carried out in accordance with the Defeased Obligations Order. The Escrow Agent is hereby authorized to provide funds therefor as set forth in Section 3.02(a) hereof.

##### Obligations To Be Redeemed

##### Redemption Dates

See **Exhibit "A"** attached hereto

\_\_\_\_\_

#### ARTICLE V

##### LIMITATION ON INVESTMENTS

5.01 General. Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder; or to make substitutions of the Escrowed Securities; or to sell, transfer or otherwise dispose of the Escrowed Securities, except for the purchase of the Escrowed Securities as described in the Report.

5.02 Substitution of Securities. At the written request of the County, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Defeased Obligations or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America and which do not permit the redemption thereof at the option of the obligor. Any such transaction may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a new verification report together with a written opinion from a nationally recognized firm of certified public accountants acceptable to the County and the Escrow Agent that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal and interest on the remaining Defeased Obligations as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the County and the Escrow Agent to the effect that such transaction will not cause any of the Refunding Obligations to be an "arbitrage bond" within the meaning of the Code, and that such transaction will not result in a violation of the laws of the State of Texas.

## ARTICLE VI

### RECORDS AND REPORTS

6.01 Records. The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Defeased Obligations.

6.02 Reports. For the period beginning on the Escrow Funding Date and ending on **December 31, 2021**, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the County, at the County's request, within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Defeased Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

6.03 Notification. The Escrow Agent shall notify the County immediately if at any time during the term of this Escrow Agreement it determines that there is insufficient cash and Escrowed Securities in the Escrow Fund to provide for the transfer to the Paying Agent for the Defeased Obligations for timely payment of all interest on and principal of the Defeased Obligations.

## ARTICLE VII

### CONCERNING THE ESCROW AGENT

7.01 Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

7.02 Limitation on Liability. The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of

judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

The Escrow Agent is not a principal, participant or beneficiary of the underlying transaction to which this Escrow Agreement relates.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Defeased Obligations for the payments of the principal of and interest on the Defeased Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the County promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Refunding Bonds shall be taken as the statements of the County and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the County thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the County and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. In determining the occurrence of any such event or contingency the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with the County, among others, at any time.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents

conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the County agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending itself against any claim or liability in connection with its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability or expense resulting from its own negligence or willful misconduct. The Escrow Agent's right to indemnification shall survive its resignation or removal and the termination of this Agreement.

The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS ESCROW AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Escrow Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Issuer addressed and delivered to the Escrow Agent.

The Escrow Agent have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

#### 7.03 Compensation.

(a) On the Escrow Funding Date, the County will pay the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the sum of \$\_\_\_\_\_, in cash. This sum does not include the cost of publication, printing costs or reasonable out-of-pocket expenses of the Escrow Agent. If the Escrow Agent incurs any out-of-pocket expenses or is requested to perform any extraordinary services hereunder, the County hereby agrees to reimburse the Escrow Agent for such out-of-pocket expenses and to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the County for the reimbursement of such out-of-pocket expenses and for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) \_\_\_\_\_, N.A., serves as Paying Agent for the Defeased Obligations. By execution of the Consent to Escrow Agreement attached hereto, \_\_\_\_\_, N.A. agrees to continue to serve as Paying Agent for the life of the Defeased Obligations, and it will serve as Paying Agent for the Defeased Obligations for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

7.04 Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should cease to be the Escrow Agent hereunder, a vacancy shall forthwith exist hereunder in the office of the Escrow Agent. Any successor Escrow Agent appointed by the County shall succeed, without further act, to all the rights, immunities, powers and trusts of the predecessor Escrow Agent hereunder. Any successor Escrow Agent must be qualified under the laws of the State of Texas to serve as an escrow agent and must be authorized to exercise corporate trust powers. No resignation or removal of the Escrow Agent and no early termination of this Agreement shall occur until a successor Escrow Agent has been appointed who is qualified to serve as Escrow Agent hereunder and who has accepted such appointment. Upon the request of any such successor Escrow Agent, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such immunities, rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional

part of the Escrow Agent's fee hereunder equal to the portion of such fee attributable to duties to be performed after the date of succession.

The Escrow Agent may resign at any time by giving written notice thereof to the County. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

## ARTICLE VIII

### MISCELLANEOUS

8.01 Notices. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

To the Escrow Agent:

\_\_\_\_\_, N.A.

\_\_\_\_\_

Attention: \_\_\_\_\_

To the County:

Jefferson County, Texas  
 Jefferson County Courthouse  
 1149 Pearl, 4<sup>th</sup> Fourth  
 Beaumont, TX 77706  
 ATTENTION: County Judge and County Auditor

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten days prior notice thereof.

8.02 Termination of Escrow Agent's Obligations. Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or

responsibilities hereunder to the County, the holders of the Defeased Obligations or to any other person or persons in connection with this Escrow Agreement.

8.03 Binding Agreement. This Escrow Agreement shall be binding upon the County, and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the holders of the Defeased Obligations, the County, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement may not be modified except with the prior consent of the holders of all of the Defeased Obligations.

8.04 Severability. In case any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

8.05 Governing Law. This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

8.06 Time of Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

EXECUTED effective as of the Escrow Funding Date as defined herein.

\_\_\_\_\_, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Jefferson County, Texas**

By:  \_\_\_\_\_  
COUNTY JUDGE

ATTEST:

  
\_\_\_\_\_  
County Clerk, Jefferson County, Texas

(SEAL)



### CONSENT TO ESCROW AGREEMENT

Upon receipt of sufficient funds from the Escrow Agent, \_\_\_\_\_, N.A., as Paying Agent for the Defeased Obligations (as defined in the foregoing Escrow Agreement), hereby acknowledges and consents to provide for the full and timely payment of the principal of and interest on such series of Defeased Obligations. \_\_\_\_\_, N.A. further consents to the management of the Escrow Fund by the Escrow Agent in accordance with the terms and conditions of the Escrow Agreement and agrees to be bound by the terms of the Escrow Agreement with respect to its obligations as a paying agent.

\_\_\_\_\_, N.A. agrees to continue to serve as Paying Agent for which it is now serving as Paying Agent, and it will serve as Paying Agent for each of the Series of the Defeased Obligations for the compensation provided under the fee schedule currently in effect and it will look to the County directly for payment of its fees; and, in the event of nonpayment of such fees, the sole remedy of the Paying Agent shall be an action against the County for recovery of the fees owing under the paying agency agreement for which it serves.

\_\_\_\_\_, N.A.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**EXHIBIT "A"****Scheduled of Defeased Obligations**



Joleen E. Fregia  
 Chief Deputy  
 E-Mail  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

Charlie Hallmark  
 County Treasurer  
 1149 Pearl Street – Basement  
 Beaumont, Texas 77701

Office (409) 835-8509  
 Fax (409) 839-2347  
 E-Mail  
[challmark@co.jefferson.tx.us](mailto:challmark@co.jefferson.tx.us)

November 23, 2020

Judge Jeff R. Branick and  
 Commissioners Court  
 Jefferson County Courthouse  
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of October 31st, 2020, including interest earnings.

The weighted average yield to maturity on the County's investments is 0.939%. The 90 day Treasury discount rate on October 31st, 2020 was 0.10% and the interest on your checking accounts for the month of October was 0.16%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda for December 1st, 2020, to be received and filed.

Sincerely,

Charlie Hallmark CIO  
 Enclosure

Agenda should read:

Receive and File Investment Schedule for October, 2020,  
 including the year to date total earnings on County funds.

JEFFERSON COUNTY  
MONTH END OCTOBER 31, 2020 INVESTMENT SCHEDULE

| SECURITY DESCRIPTION   | SETTLEMENT DATE | PAR AMOUNT               | AMOUNT PAID                  | PRICE PAID | EXP. YIELD        | MATURITY DATE | CALL DATE | # Days to mat. | # Days Invested | CUSIP/C.D. NUMBER | BROKER DEALER    | CURRENT VALUE      | Current Price | ACCRUED FROM PURCHASE COUPON | Coupon paid TO DATE | BOOK VALUE (ACCRUED INT) |
|--|-----------------|--------------------------|------------------------------|------------|-------------------|---------------|-----------|----------------|-----------------|-------------------|------------------|--------------------|---------------|------------------------------|---------------------|--------------------------|
| INVESTMENTS  |                 |                          |                              |            |                   |               |           |                |                 |                   |                  |                    |               |                              |                     |                          |
| TEXAS CLASS  | 01-Oct-20       | \$2,004,788.40           | \$2,004,788.40               | 100        | 0.129%            | 31-Oct-20     | NONE      | 31             | 31              | TX-01-0485-4001   | TEXAS CLASS      | \$2,004,788.40     |               |                              |                     | \$165,684.38             |
| Cds and Securities   |                 |                          |                              |            |                   |               |           |                |                 |                   |                  |                    |               |                              |                     | \$2,004,788.40           |
| FAMAC 1.75%  | 06-Jan-20       | \$2,000,000.00           | \$2,000,000.00               | 100        | 1.750%            | 06-Jan-23     | 06-Jan-21 | 797            | 1096            | 31422BRJ1         | WELLS SECURITIES | \$2,005,766.92     | \$100.2883    | \$11,180.56                  | \$17,500.00         | \$2,016,947.48           |
| * (Investment CD's)  |                 |                          |                              |            |                   |               |           |                |                 |                   |                  |                    |               |                              |                     |                          |
| INVESTMENT ACCTS   |                 | TOTAL PAR \$2,004,788.40 | AMT. INVESTED \$2,004,788.40 |            | WEIGHTED AVG. YLD |               |           | WEIGHTED AVG.  |                 | MATURITY          |                  | TOTAL MARKET VALUE |               |                              |                     | TOTAL BOOK VALUE         |
| CDS and Securities   |                 | \$2,000,000.00           | \$2,000,000.00               |            | 0.939%            |               |           | 414            | DAYS            |                   |                  | \$2,004,788.40     |               | 0.00                         | \$165,684.38        |                          |
| TOTALS ALL ACCTS:  |                 | \$4,004,788.40           | \$4,004,788.40               |            |                   |               |           |                |                 |                   |                  | \$2,005,766.92     |               | 11,180.56                    | \$17,500.00         | \$4,021,735.88           |
| PLEDGE COLLATERAL REPORT WELLS FARGO   |                 |                          |                              |            |                   |               |           |                |                 |                   |                  |                    |               |                              |                     |                          |
| ALL COUNTY FUNDS   |                 |                          |                              |            |                   |               |           |                |                 |                   |                  |                    |               |                              |                     |                          |
| AS OF OCTOBER 31, 2020   |                 |                          |                              |            |                   |               |           |                |                 |                   |                  |                    |               |                              |                     |                          |
| This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act |                 |                          |                              |            |                   |               |           |                |                 |                   |                  |                    |               |                              |                     |                          |
| The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.             |                 |                          |                              |            |                   |               |           |                |                 |                   |                  |                    |               |                              |                     |                          |
| MARKET VALUE OF PLEDGE SECURITIES  |                 |                          | \$109,471,197.03             |            |                   |               |           |                |                 |                   |                  |                    |               |                              |                     |                          |
| BALANCE IN ALL ACCOUNTS:   |                 |                          | \$80,531,693.28              |            |                   |               |           |                |                 |                   |                  |                    |               |                              |                     |                          |
| OVER OR (UNDER) AMOUNT:  |                 |                          | \$18,939,503.75              |            |                   |               |           |                |                 |                   |                  |                    |               |                              |                     |                          |
|  |                 |                          | 120.92%                      |            |                   |               |           |                |                 |                   |                  |                    |               |                              |                     |                          |

Charlie Holbrook, Jefferson County Investment Officer

*Charlie Holbrook*

OCTOBER 2020, JEFFERSON COUNTY INVESTMENT MATURITIES  
MATURED SECURITIES AND INTEREST EARNED

| SECURITY DESCRIPTION | PURCHASE DATE | PAR AMOUNT     | AMOUNT INVESTED | PRICE PAID | EXPECT. YIELD | MATURITY DATE | Coupon Pay DATE | # DAYS INVEST. | CUSIP/C.D. NUMBER | BROKER DEALER    | INTEREST EARNINGS |
|----------------------|---------------|----------------|-----------------|------------|---------------|---------------|-----------------|----------------|-------------------|------------------|-------------------|
| INVESTMENTS          |               |                |                 |            |               |               |                 |                |                   |                  |                   |
| TEXAS CLASS          | 01-Oct-20     | \$2,000,000.00 | \$2,000,000.00  |            | 0.129%        |               | 31-Oct-20       | 31             | TX-01-0485-4001   | TEXAS CLASS      | \$4,788.40        |
| FNMA 1.80%           | 08-Nov-19     | \$4,000,000.00 | \$3,999,600.00  | 99.94      | 1.800%        | 28-Oct-20     | 28-Oct-20       | 355            | 3135G0W74         | WELLS SECURITIES | \$36,000.00       |
|                      |               |                |                 |            |               |               |                 |                |                   |                  | <b>CALLED</b>     |
| CHECKING INTEREST    |               |                |                 |            |               |               |                 |                |                   |                  | \$40,788.40       |
| POOLED CASH ACCT     |               |                |                 |            |               |               |                 | 31             | 7783975381        | WELLS FARGO      | \$4,341.95        |
| OTHER COUNTY ACCTS   |               |                |                 |            |               |               |                 | 31             |                   | WELLS FARGO      | \$761.74          |
| TAX LICENSE ACCT     |               |                |                 |            |               |               |                 | 31             | 7783975274        | WELLS FARGO      | \$97.41           |
| TOTAL                |               | \$6,000,000.00 | \$5,999,600.00  |            |               |               |                 |                |                   |                  | \$45,989.50       |
|                      |               |                |                 |            |               |               |                 |                |                   |                  | \$45,989.50       |

# FISCAL YEAR 2020-2021

## YIELD TO MATURITY AND INTEREST EARNINGS

| MONTH                | 90 DAY T. BILL<br>YIELD | INVESTMENT<br>INTEREST EARNED | CHECKING<br>ACCOUNT YIELD | TEXAS CLASS<br>INTEREST | TEXAS CLASS<br>YIELD |
|----------------------|-------------------------|-------------------------------|---------------------------|-------------------------|----------------------|
|                      |                         |                               |                           |                         |                      |
| OCTOBER              | 0.100%                  | \$41,201.10                   | 0.160%                    | \$4,788.40              | 0.129%               |
| NOVEMBER             |                         |                               |                           |                         |                      |
| DECEMBER             |                         |                               |                           |                         |                      |
| JANUARY              |                         |                               |                           |                         |                      |
| FEBRUARY             |                         |                               |                           |                         |                      |
| MARCH                |                         |                               |                           |                         |                      |
| APRIL                |                         |                               |                           |                         |                      |
| MAY                  |                         |                               |                           |                         |                      |
| JUNE                 |                         |                               |                           |                         |                      |
| JULY                 |                         |                               |                           |                         |                      |
| AUGUST               |                         |                               |                           |                         |                      |
| SEPTEMBER            |                         |                               |                           |                         |                      |
|                      |                         |                               |                           |                         |                      |
| <b>ANNUAL TOTALS</b> |                         | <b>\$41,201.10</b>            |                           | <b>\$4,788.40</b>       | <b>\$45,989.50</b>   |

## Pepe Dominguez

---

**From:** Pepe Dominguez <peped@co.jefferson.tx.us>  
**Sent:** Thursday, November 12, 2020 2:47 PM  
**To:** 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us)  
**Cc:** 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Arnold' (eddiarnold@co.jefferson.tx.us); 'Judge Branick' (jbranick@co.jefferson.tx.us); Steve Stafford [sstafford@co.jefferson.tx.us] (sstafford@co.jefferson.tx.us); 'Ronda Conlin' (rconlin@co.jefferson.tx.us); ggross@co.jefferson.tx.us; katrina.purcell@beaumonttexas.gov; James (James@fausteng.com)  
**Subject:** Beall Farms A Minor Plat  
**Attachments:** Beall Farms\_Comm Court.pdf; Beall Farms\_City of Bmt. ETJ.pdf

Commissioner Arnold,

Attached is a PDF of Beall Farms a Minor Plat of an 11.65 acre tract out of the David Choate Survey Abstract No. 11, Jefferson County, Texas, located on Roll Road in Precinct #1. This plat is in the Beaumont ETJ, it was approved by the City of Beaumont Planning & Zoning Commission and has met all of our platting requirements.

I will be placing this plat on the Agenda for Tuesday, ~~November 24<sup>th</sup>~~ <sup>December 1<sup>st</sup></sup>, 2020.

If you have any questions please contact either Steve or myself.

Pepe Dominguez

*Pepe Dominguez*  
 Jefferson County Engineering  
 1149 Pearl 5th Floor  
 Beaumont, TX 77701  
 Offc. 409 835-8584  
 Fax. 409 835-8718  
 email: [peped@co.jefferson.tx.us](mailto:peped@co.jefferson.tx.us)



November 12, 2020

Pepe Dominguez  
Jefferson County Engineering  
1149 Pearl 5th Floor  
Beaumont, TX 77701

Re: ETJ Plat

Dear Pepe:

Please see the enclosed Minor Plat of Beall Farms, Beaumont, Jefferson County, Texas. Please place this item on the Commissioner's Court agenda at your earliest convenience.

If you have any questions or I can be of further assistance, please do not hesitate to contact me. My office is located in City Hall at 801 Main St., my phone number is 409-880-3764 or you can email me at [katrina.purcell@beaumonttexas.gov](mailto:katrina.purcell@beaumonttexas.gov).

Thank you,

*Katrina Purcell*

Katrina Purcell, CFM  
Planner I  
City of Beaumont

PLANNING & ZONING

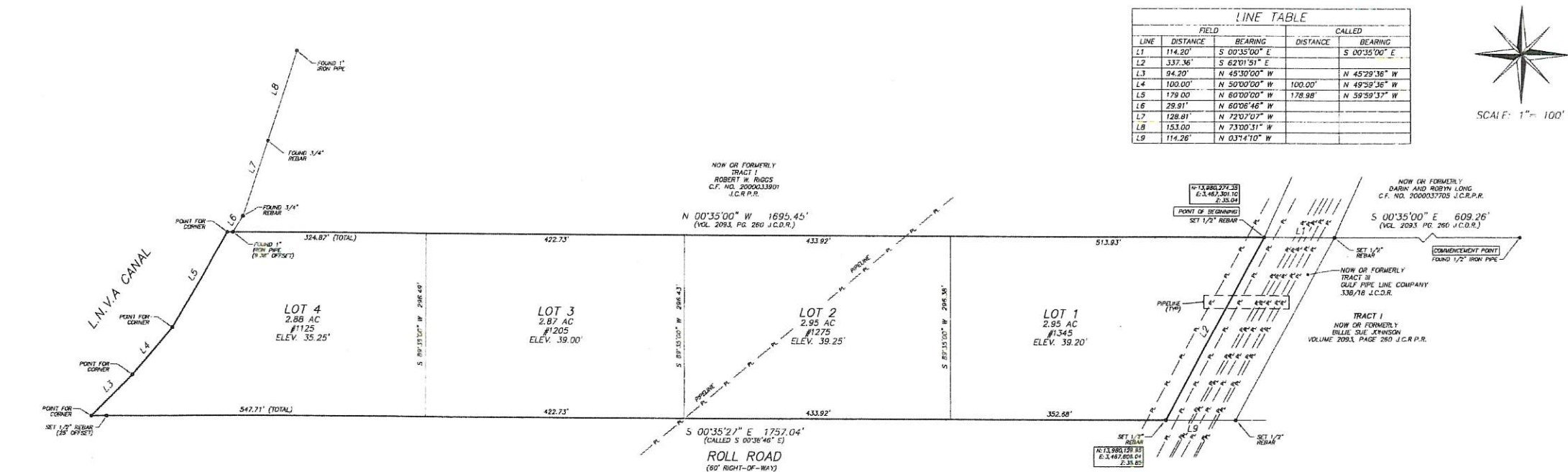
T 409.880.3764

F 409.880.3110

PO Box 3827 | Beaumont, TX 77704

[beaumonttexas.gov](http://beaumonttexas.gov)





STATE OF TEXAS  
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, That Billie Sue Johnson, owner of a 11.65 acre tract (Tract II) out of the David Choate Survey, Abstract No. 10, Jefferson County, Texas, as conveyed to Billie Sue Johnson by deed dated August 4, 1978 and recorded in Volume 2093, Page 260, Jefferson County Real Property Records, DOES HEREBY SUBDIVIDE said 11.65 acre tract to be known as Beall Farms, in accordance with the plat shown hereon, subject to any and all easements or restrictions hereto fore granted and do hereby dedicate to the public the streets and easements shown hereon.

IN WITNESS WHEREOF the said Corporation Name has caused these presents to be executed by its Corporate Title, Name, thereunto duly authorized.

*Amy Johnson Szewczyk*  
Amy Johnson Szewczyk, Power of Attorney for Billie Sue Johnson

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Amy Johnson Szewczyk, known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5 day of November, A.D. 2020

*William H. Brown*  
NOTARY PUBLIC in and for Jefferson County

Certification of County Director of Engineering

I, \_\_\_\_\_, Director of Engineering of Jefferson County, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office as adopted by the Commissioner's Court of Jefferson County, Texas

Director of Engineering

Certification of Surveyor:

I, Richard F. Faust, a Registered Professional Land Surveyor in the state of Texas certify that this plat has been prepared from and actual survey on the ground, that all corners were found or set as noted and that this plat correctly represents said survey by me and is in accordance with the Subdivision Regulations of Jefferson County.

*Richard F. Faust*  
Richard F. Faust, P.E., R.P.L.S.  
Registered Professional Land Surveyor No. 4782  
Engineering Firm Registration No. 4800  
Surveying Firm Registration No. 100024-00

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared Richard F. Faust, known to me to be person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of November, A.D. 2020

*Anna Lindholm*  
NOTARY PUBLIC in and for Jefferson County, Texas

Certificate of County Approval, to-wit:

STATE OF TEXAS  
COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

Commissioner Precinct No. 1  
Jefferson County, Texas

Commissioner Precinct No. 2  
Jefferson County, Texas

Commissioner Precinct No. 3  
Jefferson County, Texas

Commissioner Precinct No. 4  
Jefferson County, Texas

County Judge  
Jefferson County, Texas

Certificate of Recording, to-wit:  
STATE OF TEXAS  
COUNTY OF JEFFERSON

I, \_\_\_\_\_, County Clerk of Jefferson County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_m., and duly recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_m., in the Real Property Records of Jefferson County, Texas, in Clerk's File No. \_\_\_\_\_

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Electric utility service will be provided by: ENTERGY  
Telephone utility service will be provided by: AT&T  
Gas utility service will be provided by: NA  
Water utility service will be provided by: MEEKER MUNICIPAL WATER DISTRICT  
Sewer utility service will be provided by: NA  
Cable utility service will be provided by: NA

CERTIFICATE OF APPROVAL, CITY OF BEAUMONT  
PLANNING AND ZONING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY THE CITY OF BEAUMONT PLANNING AND ZONING  
COMMISSION, BEAUMONT, JEFFERSON COUNTY, TEXAS 77707

PLANNING COMMISSION CHAIRMAN

SECRETARY

| LINE TABLE |          |               |          |               |
|------------|----------|---------------|----------|---------------|
| LINE       | DISTANCE | BEARING       | DISTANCE | BEARING       |
| L1         | 114.20'  | S 00°35'00" E |          | S 00°35'00" E |
| L2         | 337.36'  | S 62°01'51" E |          |               |
| L3         | 94.20'   | N 45°29'36" W | 100.00'  | N 45°29'36" W |
| L4         | 100.00'  | N 50°00'00" W | 178.98'  | N 59°59'37" W |
| L5         | 178.98'  | N 60°05'46" W |          |               |
| L6         | 29.91'   | N 72°07'07" W |          |               |
| L7         | 128.81'  | N 73°00'31" W |          |               |
| L8         | 153.00'  | N 03°41'10" W |          |               |
| L9         | 114.26'  | N 03°41'10" W |          |               |



VICINITY MAP -- N.T.S.

FIELD NOTE DESCRIPTION  
FOR A  
11.65 ACRE TRACT  
OUT OF THE  
DAVID CHOATE SURVEY, ABSTRACT 10  
JEFFERSON COUNTY, TEXAS

THAT CERTAIN 11.65 ACRE TRACT OF LAND OUT OF THE DAVID CHOATE SURVEY, ABSTRACT 10, JEFFERSON COUNTY, TEXAS, AND BEING OUT OF A CALLED 19.00 ACRE TRACT AS DESCRIBED IN VOLUME 2093, PAGE 260, OF THE JEFFERSON COUNTY DEED RECORDS; SAID 11.65 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON PIPE FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF MOORE ROAD; SAID PIPE BEING THE NORTHEAST CORNER OF A TRACT CONVEYED TO DARIN AND ROBYN LONG AS DESCRIBED IN CLERK'S FILE NO. 2000037705 OF THE JEFFERSON COUNTY REAL PROPERTY RECORDS AND THE NORTHWEST CORNER OF THE SAID 19 ACRE TRACT;

THENCE SOUTH 00°35'00" EAST (REFERENCE BEARING VOLUME 2093, PAGE 260, OF THE JEFFERSON COUNTY DEED RECORDS) ALONG THE WEST LINE OF THE SAID 19 ACRE TRACT AND THE EAST LINE OF THE LONG TRACT, A DISTANCE OF 609.26 FEET TO A 1/2" REBAR SET AND CAPPED "FAUST" ON THE NORTH LINE OF A TRACT III CONVEYED TO GULF PIPE LINE COMPANY AS DESCRIBED IN VOLUME 338, PAGE 18, OF THE JEFFERSON COUNTY DEED RECORDS;

THENCE SOUTH 00°35'00" EAST (REFERENCE BEARING VOLUME 2093, PAGE 260, OF THE JEFFERSON COUNTY DEED RECORDS) ACROSS THE SAID GULF PIPE LINE COMPANY TRACT AND ALONG THE WEST LINE OF THE SAID 19 ACRE TRACT, A DISTANCE OF 114.20 FEET TO A 1/2" REBAR SET AND CAPPED "FAUST" FOR THE NORTHEAST CORNER OF A TRACT CONVEYED TO ROBERT W. RIGGS AS DESCRIBED IN CLERK'S FILE NO. 2000033901 OF THE JEFFERSON COUNTY REAL PROPERTY RECORDS; SAID REBAR BEING ON THE SOUTH LINE OF THE SAID GULF PIPE LINE COMPANY TRACT AND THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 62°01'51" EAST ALONG THE SOUTH LINE OF THE SAID GULF PIPE LINE COMPANY TRACT, A DISTANCE OF 337.36 FEET TO A 1/2" REBAR SET AND CAPPED "FAUST" ON THE WEST LINE OF ROLL ROAD; SAID REBAR BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00°35'27" EAST (CALLED SOUTH 00°36'46" EAST) ALONG THE WEST LINE OF SAID ROLL ROAD, AT A DISTANCE OF 1732.04 FEET PASS A 1/2" REBAR SET AND CAPPED "FAUST" FOR AN OFFSET POINT AND CONTINUING A TOTAL DISTANCE OF 1757.04 FEET TO A POINT ON THE NORTH LINE OF THE LNVA CANAL; SAID POINT BEING ON THE SOUTH LINE OF THE SAID 19 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 45°29'36" WEST (CALLED NORTH 45°29'36" WEST) ALONG THE NORTH LINE OF THE LNVA CANAL AND THE SOUTH LINE OF THE SAID 19 ACRE TRACT, A DISTANCE OF 94.20 FEET TO A POINT FOR AN ANGLE POINT ON THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 50°00'00" WEST (CALLED NORTH 49°59'36" WEST) ALONG THE NORTH LINE OF THE LNVA CANAL AND THE SOUTH LINE OF THE SAID 19 ACRE TRACT, A DISTANCE OF 100.00 FEET (CALLED 100.00 FEET) TO A POINT FOR AN ANGLE POINT ON THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 60°00'00" WEST (CALLED NORTH 59°59'37" WEST) ALONG THE NORTH LINE OF THE LNVA CANAL AND THE SOUTH LINE OF THE SAID 19 ACRE TRACT, A DISTANCE OF 179.00 FEET (CALLED 178.98 FEET) TO A POINT BEING THE SOUTHWEST CORNER OF THE SAID 19 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00°35'00" WEST (REFERENCE BEARING VOLUME 2093, PAGE 260, OF THE JEFFERSON COUNTY DEED RECORDS) ALONG THE WEST LINE OF THE SAID 19 ACRE TRACT, AT A DISTANCE OF 9.38 FEET PASS A 1" IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF THE SAID RIGGS TRACT, CONTINUING A TOTAL DISTANCE OF 1695.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.65 ACRES OF LAND, MORE OR LESS.

#### SURVEYOR NOTES:

- ALL PROPERTY CORNERS ARE MARKED WITH A 1/2" REBAR SET AND CAPPED "FAUST" UNLESS SHOWN OTHERWISE.
- IN ACCORDANCE WITH THE FLOOD RATE INSURANCE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THE SUBJECT TRACT IS LOCATED IN ZONE "X" AS SHOWN ON COMMUNITY PANEL NUMBER 4803850110C, DATED AUGUST 06, 2002. THE LOCATION OF THE PROPERTY AS DETERMINED BY SCALE AND FAUST ENGINEERING AND SURVEYING, INC. DOES NOT WARRANT OR SUBSCRIBE THE ACCURACY OF SAID MAP. ZONE "X" ARE AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD-PLAIN.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH CENTRAL ZONE, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT 2011.
- ELEVATIONS SHOWN ARE NAVD 1988.
- NEW CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY NOT BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
- NEW STRUCTURES IN THIS SUBDIVISION SHALL NOT BE OCCUPIED UNTIL CONNECTED TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.
- NEW STRUCTURES IN THIS SUBDIVISION SHALL NOT BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTING, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
- THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT
- ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.
- A TOTAL OF 4 LOTS WILL BE IN THE SUBDIVISION.
- THIS PROPERTY LIES WITHIN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT

| Required Clear Space for 100-Year Stormwater Drainage                  |  |  |  |  |
|--|--|--|--|--|
| Typical Facility   | Single Lane - 10' Right-of-Way (without water-carrying facilities) | Required Clear Space for 100-Year Stormwater | Single Lane - 10' Right-of-Way (without water-carrying facilities) | Required Clear Space for 100-Year Stormwater |
| Single Facility less than 1500 sq ft                                   | 425  | 61.28  | 180  | 5145   |
| Single Facility less than 1500 sq ft                                   | 505  | 85.71  | 240  | 6851   |
| Single Facility less than 1500 sq ft                                   | 775  | 109.14                                       | 300  | 8572   |
| Single Facility less than 1500 sq ft                                   | 430  | 128.57                                       | 360  | 10288  |
| Single Facility less than 1500 sq ft                                   | 535  | 138.57                                       | 420  | 12000  |
| Facilities less than 1500 sq ft with additional 1500 sq ft of pavement | 75   |  | 60   |  |

# BEALL FARMS

A MINOR PLAT OF AN 11.65 ACRE TRACT  
OUT OF THE  
DAVID CHOATE SURVEY, ABSTRACT 10,  
JEFFERSON COUNTY, TEXAS

*Faust*  
ENGINEERING AND SURVEYING, INC.

PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS  
5550 EASTEX FWY., SUITE D \* BEAUMONT, TEXAS 77708 \* (409) 813-3410  
ENGINEERING FIRM NO. 4800 \* SURVEYING FIRM NO. 100024-00

Date: SEPTEMBER 9, 2020

Census Tract: 114.00

Project No. 20210PLAT

TPWD Contract Number: \_\_\_\_\_  
 Jefferson County Contract  
 Number: \_\_\_\_\_  
 CFDA Number: 11.022

## THE STATE OF TEXAS

## INTERLOCAL COOPERATION CONTRACT

## COUNTY OF TRAVIS

This Contract is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

### I. CONTRACTING PARTIES:

The Receiving Agency: Texas Parks and Wildlife Department (TPWD)

The Performing Agency: Jefferson County

### II. STATEMENT OF SERVICES TO BE PERFORMED:

Jefferson County shall conduct the project entitled "Mesquite Point Public Boat Ramp" as per proposal attached hereto as Attachment A and incorporated herein for all purposes. The objective of this project will be to remove existing finger pier and existing ramp material; rebuild the finger pier, rebuild the ramp, and construct two 80-foot protective stone jetty flow blockers on the north and south side of the ramp.

Project Coordinator: At least one (1) TPWD employee will serve as a project coordinator. The project coordinator shall monitor progress of the project.

Funding and Acknowledgment: This subaward is funded through the Department of Commerce National Oceanic and Atmospheric Administration (NOAA) Grant titled NA19NMF0220006, HURRICANE HARVEY DISASTER RECOVERY, under the authority of the Bipartisan Budget Act of 2018 (CFDA#11.022), issued to TPWD on June 1, 2019. All publications arising from this project shall acknowledge TPWD, as well as NOAA, as funding sources.

This award is created as a cooperative contract because of the substantial involvement of NOAA in the monitoring of award activity for federal disaster grants. NOAA will require quarterly reporting, participation in periodic conference calls, and updating of the Disaster Grant Dashboard (established by the NOAA Grants Management Division (GMD)). At least one award site visit will be scheduled and conducted by GMD staff and the Southeast Regional Office (SERO) Federal Program Officer (FPO). Jefferson County agrees to fully participate in these requirements as requested by TPWD and/or NOAA.

Equipment and Supplies: Equipment and supplies purchased under this Contract shall be used, managed, and disposed of in accordance with the Texas Uniform Grant Management Standards (UGMS). Property records must be maintained on all capitalized or controlled property and equipment that include a description of the property, a serial number or other identification number as provided by State Property Accounting (SPA), the source of the property, who holds title, the acquisition date, and cost of the property. These records must be provided to TPWD at time of acquisition. At least every two years and/or at project closeout a physical inventory of the property must be taken and the results reconciled with property records. TPWD will determine appropriate disposition of such property in accordance with UGMS and Title 2 of the CFR. This Contract is also subject to applicable federal laws and requirements regarding the federal government's rights over intellectual property developed with federal funds.

Landowner Permission: In accordance with Section 12.103 of the Texas Parks and Wildlife Code, the Performing Agency acknowledges that any work to be performed on private lands in Texas using these funds requires that grantees secure written permission from the private landowner(s) for the purposes of (i) access to the land, and (ii) use of data collected on that land. As such the Landowner Permission for Wildlife Research Form, is attached hereto as Attachment B, and is incorporated herein for all purposes.

### III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

See Budget in Attachment A for details.

Cost Restrictions: Allowable costs are restricted to those that comply with UGMS and additional state and federal rules and laws. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for allowable costs. Additional federal requirements apply when federal funds are included in the reimbursement.

Revisions: Certain types of post-award changes in the budget and/or the project may require the prior written approval by TPWD. Requests for changes can be submitted to the TPWD Contract Point of Contact for review.

Travel: Expenditures for travel and travel-related expenses, such as mileage rates, will be reimbursed at the official rate authorized by the State of Texas located at <https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>. Such cost must be charged on an actual cost basis up to, but not to exceed, the per diem rates as applicable. **Back up documentation must be submitted clearly showing cost basis of travel expenses (actual receipts for all lodging, meals and incidental expenses) incurred during the course of travel including vehicle mileage logs, rates, and cost basis claims.**

Materials and Supplies: The cost of materials and supplies should be charged at their actual prices. Proper documentation is required for reimbursement.

Budget Revisions: Jefferson County may make adjustment(s) among approved cost categories (reimbursable and/or match) without prior approval from TPWD only if total dollar figure for adjustments does not exceed 10% of total annual reimbursable budget. However, certain types of post-award changes in budgets and projects shall require the prior written approval. Refer to 2 CFR 200.308 (c)(1) for additional information on the types of changes that require prior written approval. Requests for budget revisions shall be submitted to [tpwd.contracting@tpwd.texas.gov](mailto:tpwd.contracting@tpwd.texas.gov) for review.

Reimbursement Conditions: Reimbursements are conditioned on the Contract activities being performed in compliance with the Contract.

### IV. CONTRACT AMOUNT:

The total reimbursable amount of this Contract shall not exceed \$ 535,000 (Five hundred thirty-five thousand dollars).

Budgeted monies not spent in a given fiscal year are eligible to be rolled over to the following fiscal year(s).

**Fund availability for this contract is dependent on a funding source which is approved on a fiscal year (9/1 – 8/31) basis. Consequently, this contract is subject to cancellation, without penalty, either in whole or in part, if those funds are unavailable, to TPWD.**

### V. PAYMENT FOR SERVICES:

TPWD shall pay for services received from appropriation items or accounts of TPWD from which like expenditures would normally be paid, based upon vouchers drawn by TPWD payable to Jefferson County.

For payment purposes, Jefferson County (agency receiving payment) shall submit to TPWD (agency making payment) an invoice with the Jefferson County's RTI (for funds transfer between state agencies at the Treasury) or a Purchase Voucher (for deposit in local bank account). TPWD will enter payment information into USAS. This shall be recorded by TPWD in USAS as a federal pass through, expenditure code 7612.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Any excess costs over the TPWD contribution toward one awarded contract cannot be submitted for reimbursement against another contract.

Ten percent (10%) of funds will be held until receipt and acceptance of annual/final report by TPWD. TPWD will reimburse Jefferson County for one hundred percent (100%) of each invoice submitted up to ninety (90%) of the total budget.

## VI. INVOICING:

Payments for service performed shall be billed quarterly.

INVOICES WILL BE SENT TO:

Texas Parks and Wildlife Department  
Attn: Carey Gelpi  
[carey.gelpi@tpwd.texas.gov](mailto:carey.gelpi@tpwd.texas.gov)

Reimbursement requests shall be submitted on TPWD's Vendor Invoice – GA123; invoice available for download at <http://tpwd.texas.gov/business/grants/>. A sample invoice is attached hereto as Attachment C.

Documentation Requirements: Invoices shall detail each expense by Budget category in accordance with Attachment A and shall be supported by appropriate back up documentation that, in the judgment of TPWD, allows for full substantiation of the costs incurred (**i.e. actual cost receipts from vendors for all expenditure line items including meals, incidentals, lodging, purchases of supplies/equipment, payroll receipts/records showing employee name, hours worked, hourly rate and total cost claimed, etc.**) during the invoiced period. Backup documentation must be submitted for both the contract expenses incurred and the match amounts.

If the invoice or backup documentation is not complete it will delay the processing of your invoice.

All invoices and reports must be received within 60 days of end of each fiscal year or termination of contract. Invoices not received within this time frame may not be paid.

## VII. CONTRACT CLOSEOUT:

Jefferson County must account for any real and personal property acquired with Contract funds or received from TPWD. TPWD will determine appropriate disposition of such property in accordance with UGMS and federal requirements.

Jefferson County must submit to TPWD, no later than 60 calendar days after the end date of the period of performance, all financial, performance, property, and other reports as required by the terms and conditions of this Contract, unless another time period is specifically identified herein. TPWD will close-out the project when it determines that all applicable administrative actions and all required work of the Contract have been completed by Jefferson County. If TPWD determines that all applicable administrative actions and all required work of the Contract have been completed, the final 10% of Fiscal year funds that were held will be released. TPWD will make prompt payments to the Performing Agency for allowable reimbursable costs under the Contract being closed out.

## VIII. CONTRACT ADMINISTRATION:

TPWD Project Coordinator  
Carey Gelpi  
601 Channelview  
Port Arthur, TX 77640  
409-983-1104  
[Carey.gelpi@tpwd.texas.gov](mailto:Carey.gelpi@tpwd.texas.gov)

TPWD Contract Point of Contact  
Amy Ringstaff  
4200 Smith School Road  
Austin, TX 78744  
512-389-4779  
[Tpwd.contracting@tpwd.texas.gov](mailto:Tpwd.contracting@tpwd.texas.gov)

Jefferson County Project Coordinator  
Steven Stafford, PE  
County Engineer  
Jefferson County

Jefferson County Contract Point of Contact  
Steven Stafford, PE  
County Engineer  
Jefferson County

1149 Pear St, 5<sup>th</sup> Floor  
 Beaumont, TX 77701  
[sstafford@co.jefferson.tx.us](mailto:sstafford@co.jefferson.tx.us)  
 409-835-8584

1149 Pear St, 5<sup>th</sup> Floor  
 Beaumont, TX 77701  
[sstafford@co.jefferson.tx.us](mailto:sstafford@co.jefferson.tx.us)  
 409-835-8584

## IX. TERM OF CONTRACT:

This Contract is to begin upon execution, and shall terminate on December 31, 2021.

An extension to this contract may be granted with prior written approval by TPWD. Any extensions shall be at the same terms and conditions, plus any approved changes.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to TPWD.

## X. DEFINITIONS:

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. Capitalized Property is real or personal property that have an estimated life of greater than one year. A capital asset has a value equal to or greater than the capitalization threshold established for that asset type. In accordance with State Property Accounting (SPA) regulations.
- B. Controlled Property is a capital asset that has a value less than the capitalization threshold established for that asset type, however due to its high-risk threshold, is required to be reported to SPA. The Comptrollers controlled assets list can be found online at:  
[https://fm.x.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/appa\\_6.php](https://fm.x.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/appa_6.php).
- C. Contractor shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Performing Agency.
- D. Deliverables means the work product(s) required to be submitted to TPWD as set forth in the Work Plan.
- E. Equipment means tangible personal property that has a useful life of more than one (1) year and an acquisition cost of at least Five Thousand Dollars (\$5,000).
- F. Final Report means a written report that must be received by TPWD upon completion of the Work Plan, as set forth herein.
- G. Public Information Act means Chapter 552 of the Texas Government Code.
- H. Work Plan means the statement of work and special conditions, if any, contained in Attachment A.
- I. UGMS means Uniform Grant Management Standards.  
<https://www.comptroller.texas.gov/purchasing/docs/ugms.pdf>
- J. 2 CFR Part 200 (UGG) means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (<https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200>)
- K. DUNS means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities (<http://fedgov.dnb.com/webform>).
- L. Research and Development means all research activities, both basic and applied, and all development activities that are performed.

## XI. GENERAL TERMS AND CONDITIONS:

Abandonment or Default: If the Performing Agency defaults on the contract, TPWD reserves the right to cancel this Contract without notice. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

Amendments: This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Texas Public Information Act: The Performing Agency is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. If the Performing Agency receives any requests for information created pursuant to or that pertains to this contract, Performing Agency will immediately notify TPWD, no later than three (3) business days after receiving the request. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD as allowed by the laws of the State of Texas.

Records Retention Requirements: Financial records, supporting documents, statistical records, and all other Performing Agency records pertinent to this Project must be retained in accordance with 2 CFR §200.333.

Inspection and Audit: Performing Agency agrees that all relevant records related to this Contract or any work product produced, including those of its subcontracts shall be subject at reasonable times to inspection, examination, review, audit, investigation and copying at any location where such records may be found, with or without notice by the Texas State Auditor's Office, TPWD, its contracted examiners, and/or the Texas Attorney General's Office. Performing Agency further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing reasonable access to information those entities consider relevant to the investigation or audit. In addition, the Department of Commerce, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representatives of the U.S. Government shall also have this right of inspection and audit. Performing Agency further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing reasonable access to any information the party(ies) considers relevant to the investigation, inspection or audit. ALL SUBCONTRACTS SHALL REFLECT THE REQUIREMENTS OF THIS OF THIS SECTION.

Disallowed Costs: The Performing Agency is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

Dispute Resolution: Any disputes arising from this Contract shall be resolved using Chapter 2260 of the Texas Government Code or 2 CFR §200.338 as applicable.

TPWD may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by Performing Agency's substandard performance or any non-conformity with this Contract or the law.

Performing Agency shall carry on the Contract Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Contract Activities. No Contract Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Agency from liability for losses under this Contract.

Non-discrimination: The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause is included in all subcontracts.

Civil Rights: The Performing Agency agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. To the extent applicable to this Contract, the Performing Agency shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246

relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

Confidential Information: The Performing Agency will not disclose any confidential information to which it is privy under this Contract without the prior consent of TPWD.

Identification of Confidential Information: Confidential Information disclosed that Discloser, in good faith, regards as confidential and/or proprietary shall be clearly marked as "Confidential," "Proprietary," or bear any other appropriate notice indicating the sensitive nature of such Confidential Information. Any Confidential Information not easily marked, including Confidential Information which may be orally disclosed, shall, within thirty (30) days of its disclosure, be summarized in writing and designated confidential by Discloser. Confidential Information shall not be afforded the protection of this Contract if such Confidential Information:

- a) has been, is now, or later becomes publicly available through no fault of Recipient;
- b) has been, is now, or later becomes rightfully learned by Recipient from a third party who is not under restriction or duty imposed by Discloser;
- c) has been, is now, or later is furnished to third parties by Discloser, if such disclosure is, or has been, made to third parties without similar restriction, duty or limitation of use;
- d) was known to Recipient prior to the date it received such Confidential Information from Discloser in a capacity without restriction or limitation on its dissemination;
- e) has been, is now, or later is independently developed by Recipient without use of or resort to such Confidential Information, and can be so proven by written records; or
- f) must be disclosed pursuant to law or court order, including the Public Information Act, provided the Receiver shall, whenever practicable, promptly notify Discloser.

Publication: Either Party may publish its results from this research project, subject to applicable landowner permission restrictions any other restrictions contained herein. However, the publishing Party shall provide the other Party a thirty day (30) period in which to review proposed publications, identify proprietary or confidential information, and to submit comments. The publishing Party will give full consideration to all comments before publication and will be responsible for ensuring compliance with landowner permission restrictions.

Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Default: As allowed by applicable law, including 2 CFR §200.339, TPWD may, by written notice of default to the Performing Agency, terminate this Contract, in whole or in part, for cause if the Performing Agency fails to perform in full compliance with the contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to the Performing Agency of intent to terminate, and TPWD will provide the Performing Agency with an opportunity for consultation with TPWD prior to termination.

Termination for Convenience: Performing Agency may terminate this Contract with thirty (30) days written notice if circumstances beyond its control prevent its fulfillment of the Contract. Performing Agency shall notify TPWD in writing of the reasons for and the effective date of termination. TPWD will submit such documentation to NOAA.

Upon its receipt or delivery of written notice to terminate, Performing Agency shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Performing Agency in performing this Contract, whether completed or in process.

In the event of termination for any reason, the Performing Agency shall be paid for all work satisfactorily completed to the date of termination and for any non-cancelable obligations related to the Contract, such reimbursement not to exceed the total amount specified in this Contract.

Availability of Funds: The contract is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state or federal funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated or available funds which would render TPWD's or Performing Agency's delivery or performance under the contract impossible or unnecessary, the contract will be

terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to Performing Agency for any damages, which are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.

U.S. Department of Homeland Security's E-Verify System: By entering into this Contract, the Performing Agency certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- a) All persons employed to perform duties within Texas, during the term of the Contract; and
- b) All persons (including subcontractors) assigned by the Performing Agency to perform work pursuant to the Contract, within the United States of America.

The Performing Agency shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Performing Agency, and Performing Agency's subcontractors, as proof that this provision is being followed.

**If this certification is falsely made, this contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.**

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion: Performing Agency certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Performing Agency is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Other Law: In the performance of this Contract, Performing Agency shall comply with all other applicable federal, state, and local laws, ordinances, and regulations including but not limited to 2 CFR Part 200 and the following:

- a) Federal Assurances (Form SF-424D for Construction) in Attachment I, which the Performing Agency certifies by signing the Attachment.
- b) Certifications Regarding Lobbying (Form CD-512; and, if applicable, Standard Form-LLL) in Attachment J, which the Performing Agency certifies by signing the Attachment.
- c) Department of Commerce Financial Assistance Standard Terms and Conditions per [http://www.osec.doc.gov/oam/grants\\_management/policy/documents/Department%20of%20Commerce%20Standard%20Terms%20Conditions%2030%20April%202019.pdf](http://www.osec.doc.gov/oam/grants_management/policy/documents/Department%20of%20Commerce%20Standard%20Terms%20Conditions%2030%20April%202019.pdf), to which the Performing Agency certifies by signing this Contract.
- d) Federal Contract Provisions in Attachment K, to which the Performing Agency certifies by signing this Contract.

Whistleblower Rights and Requirements: 41 United States Code (U.S.C.) 4712, Enhancement of Recipient (Performing Agency) and Subrecipient (Sub-Contractors) Employee Whistleblower Protection:

- a) This award, related subawards and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.
- b) Recipients, their subrecipients and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

Cultural and/or Paleontological Resources: Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Performing Agency, or any person working on the Performing Agency's behalf, shall be immediately reported to TPWD, NOAA, and the State Historic Preservation Officer. The Performing Agency shall stop all operations in the area of potential effect until written authorization to proceed is issued by NOAA after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values.

Conflict of interest: The Performing Agency must disclose in writing any potential conflict of interest to TPWD in accordance with applicable Federal awarding agency policy. In addition, Jefferson County will establish and maintain written standards of conduct that include safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of an award, and that govern the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

Mandatory Disclosures: The Performing Agency must disclose, in a timely manner, in writing to TPWD all violations of State and Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321).

Assignment: The Performing Agency shall not assign or subcontract the whole or any part of the Contract without TPWD's prior written consent.

Entire Agreement; Modifications: The Contract supersedes all prior agreements, written or oral, between Performing Agency and TPWD and will constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. The Contract and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TPWD and Performing Agency.

Venue and Governing Law: This Contract shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Contract shall be Travis County.

System for Award Management (SAM): Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of an entity using the Federal System for Award Management (SAM). This is a Federal government-maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to a Performing Agency whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.

The undersigned contracting parties do hereby certify that (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS PARKS AND WILDLIFE DEPARTMENT

JEFFERSON COUNTY

By: \_\_\_\_\_

Clayton Wolf  
Chief Operating Officer

By: \_\_\_\_\_

Authorized Signature

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

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

DUNS: 806782256

DUNS: 010807535

Attachments to Contract:

Attachment A Proposal and Budget

Attachment B Landowner Permission, if applicable

Attachment C TPWD Invoice Form

Attachment D Mesquite Point Future Schematic A

Attachment E Mesquite Point Future Schematic B

Attachment F Federal Grant Award

Attachment G Federal Grant special award conditions

Attachment H Multiple Use Agreement SH82 Boat Ramp

Attachment I Federal Assurances for Construction (signature required)

Attachment J1 Federal Certification Regarding Lobbying (signature required)

Attachment J2 Disclosure of Lobbying Activities (if applicable)

Attachment J3 Instructions for Disclosure of Lobbying Activities

Attachment K Federal Contract Provisions

## Attachment A

**A. PROPOSAL TITLE:**

Mesquite Point Boat Ramp Rebuild

**B. PROPOSAL PERIOD: 09-01-2020 to 12/31/2021****C. DESCRIPTION:**

The Mesquite Point Boat Ramp project will consist of: removing existing finger pier and existing ramp material; finger pier rebuild; ramp rebuild; constructing two 80' protective stone jetty flow blockers on the north and south side of the ramp

**D. NEED**

Fishing and access to the waters of the Sabine Lake area are vital cultural components of coastal southeastern Texas. A frequently used access point to Sabine Lake and the surrounding marsh is the Mesquite Point Boat Ramp. Fishing and other water related activities that are facilitated by ready access to Sabine Lake provide a revenue source for Port Arthur and surrounding communities as the draw of good fishing attracts anglers from areas well outside of the immediately surrounding towns as well as local residents. This boat ramp had been in operation for many years but has received damage from recent storms such as Hurricane Harvey and is presently not functional. The ramps are disabled by a concrete rubble pile acting as an obstruction to prevent use by the public. Also, the ends of ramps are broken and hollowed out underneath. Signage states that the boat ramp is closed. Safety concerns exist because of a high flow rate that is sometimes in this area of Sabine Lake due to the narrowing of the Lake proper into the more constricted Sabine Pass Channel. As such there is also a need to provide some structures that would block or slow the water flow for protection when bringing a vessel into the ramp. In general, this ramp could be greatly improved to provide a safer, better functioning facility for continued use and enjoyment of Sabine Lake and surrounding marsh environment including its fishery resources.

**E. PURPOSE**

The purpose of this project is to provide a safer more functional, strategically located, access and disembarking point for boaters interested in accessing Sabine Lake and its surrounding habitat and the Gulf of Mexico.

**F. OBJECTIVE(S)**

The objectives will be to replace the existing structures with safer, well-constructed ramps, finger piers and add structures to slow water flow close to the ramps and extend the ramp further into the existing parking lot to provide more protection from fast moving water current. These improvements are to be completed at the present Mesquite Point boat ramp area by 12/31/2021.

**G. EXPECTED RESULTS OR BENEFITS**

The benefits of the project will be improved water access facilities. This will result in more anglers using the ramp and increased revenue to the local economy. Because this project is designed to withstand environmental and manmade disturbances it should provide water access and improved recreation benefits for years (10+). In addition, creel surveys conducted by TPWD Coastal Fisheries will have access to the fishery dependent data that may be obtained from anglers coming off the water and fishery independent data obtained when conducting sampling after launching from the Mesquite Point boat ramps.

## H. APPROACHES

Jefferson County will complete the following:

- Identify engineering firm to create project work plans based on details provided by TPWD after discussions with anglers (provided below, also see attached Mesquite Point Ramp Example Engineering Plans, Mesquite Point Future A, Contract Attachment D, and Mesquite Point Future B, Contract Attachment E)
- Ensure that engineering project plan components are coordinated with and approved by Texas Parks and Wildlife Department (TPWD) Port Arthur Marine Lab and Jefferson County Engineers
- Ensure USACE permits and any GLO leases (if needed) are obtained to execute the work plan
- Solicitation of contract bids from vendors

### **Vendors are then expected to execute the project plans including:**

- Removing existing ramp and finger pier material
- Rebuild (3) concrete finger piers to a length of 70 ft (see attached Mesquite Point Ramp Example Engineering Plans); construct the start of the boat ramps further into the present parking lot area (for comparison see attached Mesquite Point Current, Mesquite Point Future A, Attachment D)
- Rebuild (2) concrete boat ramps with a horizontal distance of 40 ft with a slope of 1 to 5 (i.e. 20%, 11.3 degrees) for the first 10 feet then a slope of 1 to 7 (i.e. 14%, 8.1 degrees) for the remaining 30 feet (see attached Mesquite Point Ramp Example Engineering Plans)
- Provide textured concrete on the beginning 10 ft of ramp for tire grip by towing vehicle when pulling boats out of the water
- Provide washout prevention at end of ramp with hardened bottom such as geomat material
- Install horizontal and vertical bumpers constructed with marine lumber around the entire perimeter of the finger piers
- Install painted steel bits, not cleats (see Attachment D)
- Placement of rock jetty structures (80ft each) south of the Mesquite Point Boat Ramp and north of the adjacent boat ramp (see Attachment D and Attachment E) with appropriately sized rocks to remain intact during high water flow conditions.

## I. USEFUL LIFE

This boat ramp should have a useful life of 10+ years.

## J. GEOGRAPHIC LOCATION

Ramps are located on Sabine Lake, approximately 5 miles southeast of Port Arthur, at the southern tip of Pleasure Island, south of State Highway 82, Jefferson County, Texas adjacent to the TX/LA Causeway.

## K. BUDGET NARRATIVE

### **Mesquite Point**

- Removing existing ramp and finger pier material
- Rebuild (3) concrete finger piers to a length of 70 ft (see attached Mesquite Point Ramp Example Engineering Plans); construct the start of the boat ramps further into the present parking lot area (for comparison see Attachment D).
- Rebuild (2) concrete boat ramps with a horizontal distance of 40 ft using a slope of 1 to 5 (i.e. 20%, 11.3 degrees) for the first 10 feet then a slope of 1 to 7 (i.e. 14%, 8.1 degrees) for the remaining 30 feet (see attached Mesquite Point Ramp Example Engineering Plans)

- Provide textured concrete on the beginning 10 ft of ramp for tire grip by towing vehicle when pulling boats out of the water
- Provide washout prevention at end of ramp with hardened bottom such as geomat material
- Install horizontal and vertical bumpers constructed with marine lumber around the entire perimeter of the finger piers
- Install painted steel bits, not cleats (see Attachment D)
- Placement of rock jetty structures (80ft each) south of the Mesquite Point Boat Ramp and north of the adjacent boat ramp (see Attachment D and Attachment E) with appropriately sized rocks to remain intact during high water flow conditions.

| Category      | CY 2021   |
|---------------|-----------|
| Personnel     |           |
| Fringe        |           |
| Travel        |           |
| Supplies      |           |
| Contractual   | \$535,000 |
| Miscellaneous |           |
| Total         | \$535,000 |

#### L. Deliverables

- |                                      |            |
|--------------------------------------|------------|
| • Execute subcontract agreement      | 12-31-2020 |
| • Begin work                         | 01-31-2021 |
| • Interim Performance Report to TPWD | 12-15-2020 |
| • Interim Performance Report to TPWD | 03-15-2021 |
| • Interim Performance Report to TPWD | 06-15-2021 |
| • Complete Construction              | 10-31-2021 |
| • Interim Performance Report to TPWD | 09-30-2021 |
| • Final Inspection by TPWD           | 10-31-2021 |
| • Final Performance Report to TPWD   | 12-15-2021 |



## Attachment B

## LANDOWNER PERMISSION FOR WILDLIFE RESEARCH AND INVESTIGATION

(Pursuant to Section 12.103 of the Texas Parks and Wildlife Code)

By my signature below, I hereby authorize Texas Parks and Wildlife Department (Department) employees, or persons working on behalf of the Department, to enter private property I own or manage for the purpose of conducting scientific research and investigation regarding wildlife and natural resources, to record and use site specific information from the property for scientific research and investigation, and to allow public access to the information to the degree authorized below.

\_\_\_\_\_  
(Authorized scientific research, investigation, or activity)

**Release of Information (Location Specific):** I hereby further authorize the Department to store the information collected in publicly available Department databases and use the information in Department reports, maps, publications, environmental project reviews, or otherwise make the information available to the public in a manner that identifies the specific location of the private property I own or manage.

\_\_\_\_\_  
(Landowner or authorized agent)

\_\_\_\_\_  
(Date)

**OR**

**Release of Information (Non-Location Specific):** I hereby further authorize the Department to store the information collected in publicly available Department databases and use the information in Department reports, maps, publications, or otherwise make the information available to the public only in a manner that is generalized to a level that does not identify the specific location of private property I own or manage.

\_\_\_\_\_  
(Landowner or authorized agent)

\_\_\_\_\_  
(Date)

**Name and Address: (Please print legibly)**

\_\_\_\_\_  
(Name of Landowner or Authorized Agent)

\_\_\_\_\_  
(Property, Ranch, or Tract name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Home Phone)

\_\_\_\_\_  
(Office Phone) **optional**

\_\_\_\_\_  
(FAX) **optional**

\_\_\_\_\_  
(Email Address) **optional**

Texas Parks and Wildlife Department maintains the information collected through this form. With few exceptions, you are entitled to be informed about the information we collect. Under Sections 552.021 and 553.023 of the Texas Government Code, you are also entitled to receive and review the information. Under Section 559.004, you are also entitled to have this information corrected. For assistance call 512-389-4978.

## Attachment C

Vendor Invoice worksheet available electronically at: <http://www.tpwd.state.tx.us/business/grants/>

| TEXAS PARKS AND WILDLIFE DEPARTMENT<br>INVOICE   |                       |   |   |                                     |          |
|--|-----------------------|---|---|-------------------------------------|----------|
| 1. VENDOR ID:  |                       | 2. INVOICE DETAIL:                          |   | #                                   | MM/DD/YY |
| 3. RTI (if applicable):  |                       |   |   |                                     |          |
| 4. TPWD CONTRACT/AGREEMENT NUMBER:   |                       | 5. CURRENT PERIOD PAYMENT AMOUNT REQUESTED: |   | \$0.00                              |          |
| 6. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):   |                       | 7. FINAL INVOICE:                           |   | YES                                 | NO       |
|  |                       | 8. ACCOUNTING BASIS:                        |   | X                                   | CASH     |
|  |                       | 9. TOTAL PROJECT/GRANT PERIOD:              |   |                                     |          |
|  |                       | 10. PERIOD COVERED BY THIS REPORT:          |   |                                     |          |
|  |                       | a. FROM: MM/DD/YY                           |   | b. TO: MM/DD/YY                     |          |
|  |                       | a. FROM: MM/DD/YY                           |   | b. TO: MM/DD/YY                     |          |
| 11. EXPENDITURES BUDGET CATEGORIES:  | Total Contract Budget | Period Expenditures                         | Cumulative Expenditures (Previous Cumulative+Period Expenditures) | **Available Balance as of: MM/DD/YY |          |
| a. Personnel/Salary  | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| b. Fringe Benefits   | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| c. Travel  | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| d. Supplies  | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| e. Equipment   | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| f. Contractual   | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| g. Other   | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| h. Total Direct Costs (Sum a - g)  | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| i. Indirect Costs (if allowable)   | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| j. Total Amount Payable (h-i)  | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| 12. MATCH BUDGET CATEGORIES:   | Total Contract Budget | Period Expenditures                         | Cumulative Expenditures (Previous Cumulative+Period Expenditures) | **Available Balance as of: MM/DD/YY |          |
| a. Total Direct Costs  | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| b. Indirect Costs (if allowable)   | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| c. Local/In Kind Match   | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| d. Total Obligation Payable (Sum a-c)  | \$0.00                | \$0.00                                      | \$0.00  | \$0.00                              |          |
| 13. PERCENTAGES  | Budget %              | Period %                                    | Cumulative %  |                                     |          |
| Expenditures   | #DIV/0!               | #DIV/0!                                     | #DIV/0!   |                                     |          |
| Match  | #DIV/0!               | #DIV/0!                                     | #DIV/0!   |                                     |          |
| <p>*List (itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories.<br/>Please attach receipts, as required, in accordance with your agreement.</p> <p>** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.</p>   |                       |   |   |                                     |          |
| <p>14. CERTIFICATION I certify to the best of my knowledge and belief that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and condition of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that the costs claimed above have not been previously reimbursed.</p> |                       |   |   |                                     |          |
| a. Type or Print Name and Title of Authorized Certifying Official  |                       |   | c. Telephone (Area code, number and extension)                    |                                     |          |
|  |                       |   |   |                                     |          |
|  |                       |   | d. Email address  |                                     |          |
|  |                       |   |   |                                     |          |
| b. Signature of Authorized Certifying Official   |                       |   | e. Date Report Submitted (Month, Day, Year)                       |                                     |          |
|  |                       |   |   |                                     |          |



80ft Rock Jetty, Rocks of appropriate size  
away from ramp to discourage negative  
interactions between anglers and boaters



## Attachment F - Hurricane Harvey Disaster Award


[Inbox](#) [Awards](#) [Account Management](#) [Help](#)

Welcome to Grants Online Adrienne Jaramillo. You are logged in to PROD2Prs.

[Log Off](#)[AAA Functions](#)[Advisories](#)[Archived  
Notifications](#)[Notifications](#)[Task  
Management](#)[Tasks](#)
[Tasks](#) >> [Award Package - NA19NMF0220006](#) >> [Grants File - NA19NMF0220006](#) >> [Award File 0 - NA19NMF0220006](#)
**Award File 0 - NA19NMF0220006****ID:** 2785142**Status:** Accepted**Action:**  **Your Comments:**

**Workflow History****Attachments:****Pending Actions**

Nothing found to display.

**Award File Header Information**

|                           |   |  |   |
|---------------------------|---|--|---|
| <b>RFA Name:</b>          | FY2018 Southeast Hurricane Disaster Program | <b>Notice of Funding Opportunity Number:</b> | NOAA-NMFS-FHQ-2018-2005658                  |
| <b>CFDA Number:</b>       | 11.022                                      | <b>Award File Period:</b>                    | 06/01/2019 - 05/31/2023                     |
| <b>Program Officer:</b>   | Bob Sadler                                  | <b>Program Officer Phone:</b>                | 727 824-5324 EXT-null                       |
| <b>Grants Specialist:</b> | Tiffinie Jennings                           | <b>Grants Specialist Phone:</b>              | 301-628-1337 EXT-                           |
| <b>Federal Funding:</b>   | \$13,931,318.00                             | <b>Non Federal Funding:</b>                  | \$0.00                                      |
| <b>Project Title:</b>     | Hurricane Harvey Disaster Recovery          | <b>Program Office:</b>                       | Fisheries Headquarters Program Office (FHQ) |
| <b>Organization Name:</b> | TEXAS PARKS AND WILDLIFE DEPARTMENT         | <b>Program Officer Email:</b>                | robert.sadler@noaa.gov                      |
| <b>Multi-Year:</b>        | No  | <b>Grants Specialist Email:</b>              | tiffinie.jennings@noaa.gov                  |
| <b>ASAP Recipient:</b>    | Yes   | <b>DBA Name:</b>                             | null  |
| <b>Risk Recipient:</b>    | No  |  |   |

**Sub Documents**

| Type        | ID                      | Title   | Status                           | Status Date |
|-------------|-------------------------|---|----------------------------------|-------------|
| Application | <a href="#">2759480</a> | TEXAS PARKS AND WILDLIFE DEPARTMENT - Hurricane Ha... | ProgramOfficerActions - Complete | 05/09/2019  |
| CD450       | <a href="#">2803828</a> | Hurricane Harvey Disaster Recovery                    | Accepted                         | 04/26/2019  |

Export options: [Excel](#)**Associated Documents**

| Type        | ID                      | Title | Status   | Status Date |
|-------------|-------------------------|-------|----------|-------------|
| Grants File | <a href="#">2785141</a> |       | Accepted | 05/24/2019  |

Export options: [Excel](#)**Attachments to Award File and Sub Documents**

| <b>Name</b>   | <b>Description</b>   | <b>Created Date</b> | <b>Document</b> |
|---|--|---------------------|-----------------|
| <a href="#">20181012 Waivers from Appropriations for Disaster Relief 24m Expenditure....pdf</a>   | OMB waiver   | 10/27/2018          | Application     |
| <a href="#">BudgetNarrativeAttachments-Attachments-1235-SF424A Budget.pdf</a>   | Budget Narrative Attachment from Grants.gov                    | 09/14/2018          | Application     |
| <a href="#">BudgetNarrativeAttachments-Attachments-1236-Budget Detail 082718 LR (1).docx</a>  | Revised spend plan   | 02/19/2019          | Application     |
| <a href="#">BudgetNarrativeAttachments-Attachments-1236-Budget Detail 082718 LR.docx</a>  | Budget Narrative Attachment from Grants.gov                    | 09/14/2018          | Application     |
| <a href="#">BudgetNarrativeAttachments-Attachments-1237-Budget Justification for truck and boat, HRI.pdf</a>                              | Budget Narrative Attachment from Grants.gov                    | 09/14/2018          | Application     |
| <a href="#">BudgetNarrativeAttachments-Attachments-1238-TPWD Budget Justification.docx</a>  | Budget Narrative Attachment from Grants.gov                    | 09/14/2018          | Application     |
| <a href="#">Cost Analysis for Boat and Truck.pdf</a>  | Cost Analysis for Boat and Truck                               | 02/19/2019          | Application     |
| <a href="#">FWT justification.docx</a>  | FWT justification  | 02/19/2019          | Application     |
| <a href="#">Form Budget-V1.1.pdf</a>  | Attachment Inventory from Grants.gov                           | 09/14/2018          | Application     |
| <a href="#">Form CD511-V1.1.pdf</a>   | Certification Regarding Lobbying from Grants.gov               | 09/14/2018          | Application     |
| <a href="#">Form Project-V1.1.pdf</a>   | Attachment Inventory from Grants.gov                           | 09/14/2018          | Application     |
| <a href="#">Form SF424A-V1.1.pdf</a>  | Budget Information - Non-Construction Programs from Grants.gov | 09/14/2018          | Application     |
| <a href="#">Form SF424B-V1.1.pdf</a>  | Assurances - Non-Construction Programs from Grants.gov         | 09/14/2018          | Application     |
| <a href="#">Form SF424 2 1-V2.1.pdf</a>   | SF-424 Application Cover Sheet from Grants.gov                 | 09/14/2018          | Application     |
| <a href="#">GrantApplication.xml</a>  | Application Data Fields in XML Format from Grants.gov          | 09/14/2018          | Application     |
| <a href="#">NOAA Waiver Request to OMB.docx</a>   | NOAA waiver to OM - request                                    | 10/27/2018          | Application     |
| <a href="#">ProjectNarrativeAttachments-Attachments-1234-Hurricane Harvey Fishery Disaster Program Texas Spending Plan 080118 LR.docx</a> | Project Narrative Attachment from Grants.gov                   | 09/14/2018          | Application     |
| <a href="#">Revised TPWD Budget 11.05.18.pdf</a>  | Revised TPWD Budget  | 02/19/2019          | Application     |
| <a href="#">SWG-2012-00707 permit USFWS transfer.pdf</a>  | SWG-2012-00707 permit USFWS transfer                           | 02/19/2019          | Application     |
| <a href="#">Sargent Marsh Juris Determination 2.15.13.pdf</a>   | Sargent Marsh Juris Determination                              | 02/19/2019          | Application     |
| <a href="#">Sargent Marsh Permit 2.15.13.pdf</a>  | Sargent Marsh Permit   | 02/19/2019          | Application     |
| <a href="#">Sargent Marsh Permit Cover Letter 2.15.13.pdf</a>   | Sargent Marsh Permit Cover Letter                              | 02/19/2019          | Application     |
| <a href="#">TPWD Budget Justification Revised 11.05.18.pdf</a>  | TPWD Budget Justification Revised                              | 02/19/2019          | Application     |
| <a href="#">TPWD-TAMUCC Project Narrative Revised 11.05.18.pdf</a>  | TPWD-TAMUCC Project Narrative Revised                          | 02/19/2019          | Application     |
| <a href="#">manifest.txt</a>  | Application Document Inventory from Grants.gov                 | 09/14/2018          | Application     |
| <a href="#">NEW FILE Cost Analysis for Boat and Truck.pdf</a>   | Cost Analysis for Boat and Truck                               | 04/26/2019          | Award File      |
| <a href="#">NEW FILE FWT justification.docx</a>   | FWT justification  | 04/26/2019          | Award File      |
| <a href="#">NEW FILE GLO Approved List of Materials For Artificial Reefs (002).pdf</a>  | Approved List of Materials For Artificial Reefs                | 04/26/2019          | Award File      |
| <a href="#">NEW FILE Hurricane Harvey Fishery Disaster Program Texas Spending Plan 100318 LR.docx</a>                                     | Spend Plan   | 04/26/2019          | Award File      |
| <a href="#">NEW FILE Revised TPWD Budget 11.05.18.pdf</a>   | Revised TPWD Budget PDF  | 04/26/2019          | Award File      |
| <a href="#">NEW FILE Robinson, Lance CV 082018.doc</a>  | CV of PI   | 04/26/2019          | Award File      |
| <a href="#">NEW FILE SF424 signed April 2019.pdf</a>  | Signed SF424   | 04/26/2019          | Award File      |
| <a href="#">NEW FILE SF424A Budget revised March 2019.pdf</a>   | SF424A Budget revised  | 04/26/2019          | Award File      |
| <a href="#">NEW FILE SWG-2012-00707 permit USFWS transfer.pdf</a>   | USFWS permit transfer information                              | 04/26/2019          | Award File      |
| <a href="#">NEW FILE Sargent Marsh Juris Determination 2.15.13.pdf</a>  | Sargent Marsh Juris Determination Information                  | 04/26/2019          | Award File      |
| <a href="#">NEW FILE Sargent Marsh Permit 2.15.13.pdf</a>   | Sargent Marsh Permit Information                               | 04/26/2019          | Award File      |
| <a href="#">NEW FILE Sargent Marsh Permit Cover Letter 2.15.13.pdf</a>  | Sargent Marsh Permit Cover Letter                              | 04/26/2019          | Award File      |
| <a href="#">NEW FILE TPWD Budget Justification Revised 11.05.18.pdf</a>   | TPWD Budget Justification PDF                                  | 04/26/2019          | Award File      |
| <a href="#">NEW FILE TPWD Budget Justification.docx</a>   | TPWD Budget Justification word file                            | 04/26/2019          | Award File      |
| <a href="#">NEW FILE TPWD-TAMUCC Project Narrative Revised 11.05.18.pdf</a>   | TPWD-TAMUCC Project Narrative Revised                          | 04/26/2019          | Award File      |
| <a href="#">TPWD Budget Justification.docx</a>  | REVISED Budget Justification                                   | 05/22/2019          | Award File      |
| <a href="#">Unpaid Tax Liability Form TEXAS - Signed.pdf</a>  | Unpaid Tax Liability Form                                      | 05/21/2019          | Award File      |
| <a href="#">NA19NMF0220006 - SF-424A.pdf</a>  | SF424A   | 05/24/2019          | CD450           |
| <a href="#">NA19NMF0220006 Official Accepted CD-450.pdf</a>   | NA19NMF0220006 Official Accepted CD-450                        | 06/03/2019          | CD450           |
|   |  | 06/03/2019          | CD450           |

| <u>Name</u>   | <u>Description</u>  | <u>Created<br/>Date</u> | <u>Document</u> |
|---|---|-------------------------|-----------------|
| <a href="#">NA19NMF0220006 Official Accepted Special Award<br/>Conditions.pdf</a> | NA19NMF0220006 Official<br>Accepted Special Award<br>Conditions |                         |                 |
| <a href="#">Award File 0 - NA19NMF0220006.zip</a>                                 | Download of All Files   |                         |                 |
| Export options: <a href="#">Excel</a>   |   |                         |                 |

## Special Award Conditions

| Name  | Description   | Amendment | Type             | Due Date | Satisfied Date |
|---|---|-----------|------------------|----------|----------------|
| Programmatic Specific Award Condition - 24 Month Requirement              | <p>Unless an OMB waiver has been granted, all projects funded under the Bipartisan Budget Act of 2018 shall not exceed 24 months. In addition, all work and the expenditure of funds shall be completed within the 24 month period following the effective date of the award.</p> <p>Interim Performance/Progress Reports are due on the same frequency as the Federal Financial Report. A comprehensive Performance/Progress Reports must be submitted, within 90 days after award expiration. The report shall cover the entire project period from the start date through the end date of the original award, or approved extended end date of the award.</p>                                  | CD-450    | RFA Programmatic |          |                |
| Post Award NEPA Review Process  | <p>Funds in the amount of \$1,000,000 are included in this award for the Cedar Bayou Dredging Project but cannot be expended until NOAA receives from the TPWD or another entity, environmental compliance information sufficient to enable NOAA to make an assessment on any impacts that this project may have on the environment.</p>  | CD-450    | Programmatic     |          |                |
| Substantial Involvement Special Award Condition For Cooperative Agreement | <p>This award is created as a cooperative agreement because of the substantial involvement of NOAA in the monitoring of award activity for federal disaster grants. NOAA will require quarterly reporting, participation in periodic conference calls, and updating of the Disaster Grant Dashboard (established by the Grants Management Division-GMD). At least one award site visit will be scheduled and conducted by GMD staff and the SERO FPO</p>  | CD-450    | Programmatic     |          |                |
| Performance Reports - (Quarterly)   | <p>The Performance Progress Reports will be due quarterly. All interim Performance Progress Reports are due 30 days after the reporting period end date. A final Performance Progress Report will be due no later than 90 days after the award expiration.</p>  | CD-450    | Programmatic     |          |                |
| Site Visits/Conference Calls  | <p>The Authorized Organizational Representative (AOR) and relevant program officials if necessary shall fully participate in NOAA site visits and regularly scheduled conference calls.</p>   | CD-450    | Administrative   |          |                |
| Project Costs Received from Other Sources                                 | <p>Funds provided by NOAA under this award shall not be used for specific grant related activities for which the recipient has received Federal or other funds. Requests for costs paid by other sources may be subject to prosecution under the False Claims Act (31 U.S.C. Section 3729 et seq.) and 18 U.S.C. Section 287.</p>   | CD-450    | Administrative   |          |                |
| Quarterly Reporting of Financial Reports                                  | <p>Federal Financial Report (SF-425, Full Financial Report) - Interim quarterly Federal Financial Reports are due no later than 30 days after the quarterly reporting periods ending March 31, June 30, September 30, and December 31 for the entire project period of the award.</p> <p>Federal Financial Report (SF-425, Final Full Report) - A comprehensive Federal Financial Report must be submitted, within 90 days after award expiration. The report shall cover the entire project period from the start date through the end date of the original award, or approved extended end date of the award, and must include the cumulative total of indirect costs charged to the award.</p> | CD-450    | Administrative   |          |                |
| New Award SAC   | <p>Award number NA19NMF0220006 supports the work described in the Recipient's proposal entitled "Hurricane Harvey Disaster Recovery," dated 09/14/2018 (as revised on 02/19/2019, 04/26/2019, 05/21/2019, and 05/22/2019), which is incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.</p>   | CD-450    | Administrative   |          |                |

**Memorandum**

file  
CS  
JD



**TO:** Mr. David Hearnberger  
Beaumont District

**DATE:** June 9, 1994

**FROM:** Walter W. Chambers, P.E.  
Director, Construction  
and Maintenance Division

**ORIGINATING OFFICE:**  
Carilyn Jirasek  
(512) 416-3196

**SUBJECT:** Multiple Use Agreement  
Boat Ramp on SH 82 at Sabine Lake  
Jefferson County

Attached are two fully executed copies of the subject Agreement. Please retain one copy for your files and distribute the other to Jefferson County.

Should you have any questions concerning this Agreement, you may contact Carilyn Jirasek at the above telephone number.

ORIGINAL SIGNED BY  
WALTER W. CHAMBERS, P.E.

CGJ  
Attachments

O:\DATA\WP51\AGREE\MUA\SABINELK.BMT

Revised April 1994

Sabine Lake/SH 82 Boat Ramp  
MULTIPLE USE AGREEMENT  
Jefferson County

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and Jefferson County, hereinafter called the "County", party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 23rd day of May, 1994, the governing body for Jefferson County, entered into Resolution No. 255, herein after identified by reference, authorizing Jefferson County's participation in this agreement with the State; and

WHEREAS, Jefferson County has requested the State to permit the construction, maintenance and operation of a public boat ramp on the highway right of way on SH 82 at Sabine Lake in Jefferson County; shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the County will enter into agreements with the State for the purpose of determining the respective responsibilities of the County and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

I.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

## 1. CONSTRUCTION PLANS

The parties hereto will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances from highway structures, adequate landscape treatment, and general layout; and they shall also delineate and define the construction responsibilities of both parties hereto and when approved shall be attached to the agreement and made a part thereof in all respects. Any future revisions or additions of permanent improvements shall be made after prior written approval of the State.

## 2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

## 3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1 ½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

## 4. PROHIBITIONS/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

## 5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of the County. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by policy patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonable objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonable objectionable dripping, droppings or discharge of any kind, including rain or snow.

## 6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operation thereof, and shall be subject to State approval.

#### 7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

#### 8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgement of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgement that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility or (2) terminated and the use of the area as proposed herein discontinued.

#### 9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous material is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

#### 10. RESTORATION OF AREA

The County shall provide written notification to the State that such facility will be discontinued for the purposes defined herein. The County shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

#### 11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

#### 12. INDEMNIFICATION

The County shall, insofar as it is legally permitted and subject to such limitations, indemnify the State against any and all damages and claims for damages, including those resulting from injury

to or death of persons or for loss of or damage to property, arising out of, incident to or in any manner connected with its construction, maintenance or operation of the facility, which indemnification shall extend to and include any and all court costs, attorney's fees and expenses related to or connected with any claims or suits for damages and shall, if connected with any claims or suits for damages and shall, if requested in writing by the State to do so, assist that State with or relieve the State from defending any suit brought against it. Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, or its duly authorized agents or employees, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the County. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the County, but the County shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for have caused the County to pay or disburse any sum of money hereunder.

### 13. INSURANCE

Jefferson County shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the County's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 20.102 (Rev. 12-91) and shall maintain the required coverages during the construction of the facility.

### 14. USE OF RIGHT OF WAY

It is to be understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for right of way purposes when it is required for the construction or reconstruction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein, but merely consents to such use to the extent its authority and title permits.

### 15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The County shall be

responsible for obtaining such additional consent or agreement as may be necessary due to this agreement. This includes, but is not limited to, public utilities.

#### 16. FHWA ADDITIONAL REQUIREMENTS

If the facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Federal-Aid Highway Program Manual, shall be attached to and become a part of this agreement.

### II.

#### 17. CIVIL RIGHTS ASSURANCES

The County, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the County shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title IV of the Civil Rights Act of 1964, as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

#### 18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

#### 19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this agreement.

## 20. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

TEXAS DEPARTMENT  
OF TRANSPORTATION

P.O. Box 3468

Beaumont, TX 77704

JEFFERSON COUNTY

1149 Pearl Street

Beaumont, Texas 77701

### List of Attached Exhibits:

Exhibit A - General Layout

Exhibit B - Metes and Bounds Description

Exhibit C - Approved Construction Plans

Exhibit D - Certificate of Insurance (TxDOT Form 1560)

Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the 25th  
 day of May, 1994, and the State on the  
9th day of June, 1994.

B. P. LeBlanc, Jr.

By: County Judge  
 Title

# STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order 100002.

ATTEST:

Hendra S. Wilson, Chief Deputy  
 Title County Clerk

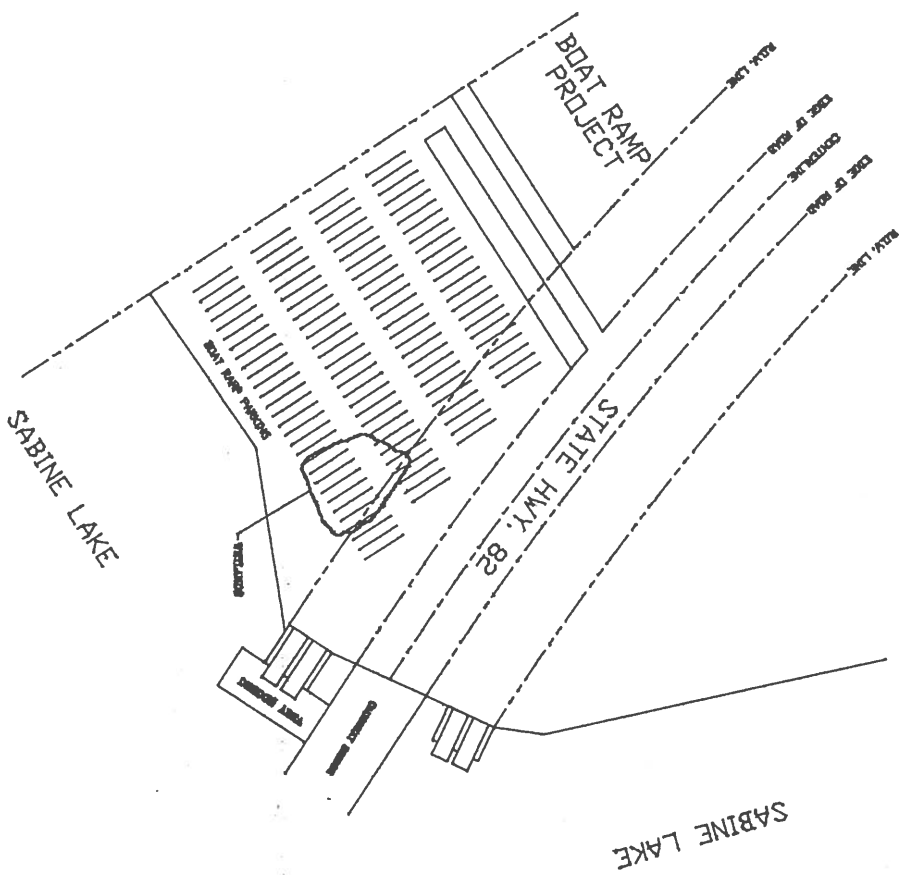
By: John Aldridge, P.E.  
 Asst. Director  
 Construction and Maintenance Division

APPROVAL RECOMMENDED:

Frank B. James  
 for District Engineer

Wally B. Poir, P.E.  
 Asst. Director  
 Design Division

Exhibit A



MESQUITE POINT  
BOAT RAMP

JEFFERSON COUNTY ENGINEERING DEPT.

2/24/74  
1" = 50'  
R.S.  
1

## FIELD NOTE DESCRIPTION OF 0.6497 ACRES OF LAND

Being all that certain tract of parcel of land within the Right-of-Way of State Highway 82 in the Dennis Gahagan League, Abstract 123, Jefferson County, Texas and being a part of the Right-of-Way conveyed to the State of Texas by Jefferson County Commissioners' Court in a resolution dated February 10, 1975 and by Texas Highway Commission Minute Order #69676 dated January 29, 1975 and recorded in Volume 82, Page 144 of Commissioners' Court Minutes, Jefferson County, Texas.

Beginning at an iron rod marking the Northwest corner of the Andrew Green 3.462 acre tract as described in a Special Warranty Deed dated January 21, 1992 and recorded in Film Code 104-06-1197, Deed Records, Jefferson County, Texas, said iron rod also being in the South Right-of-Way line of State Highway 82;

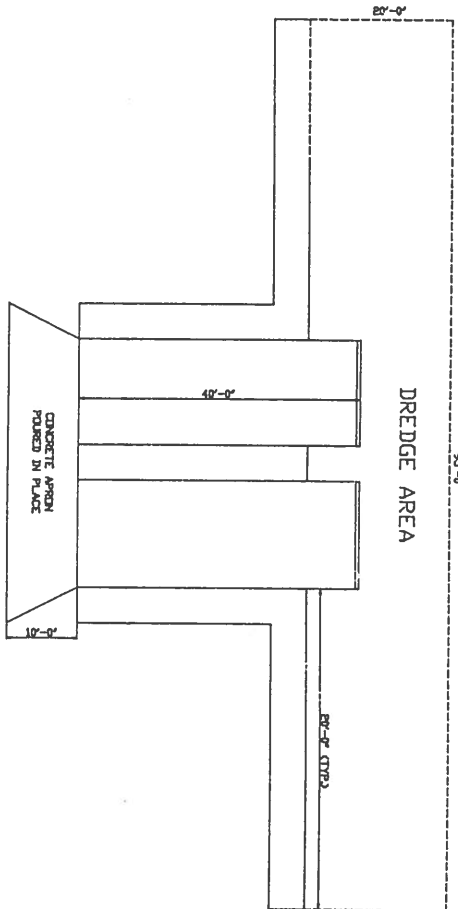
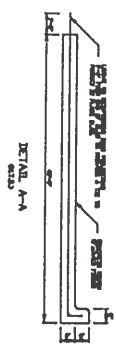
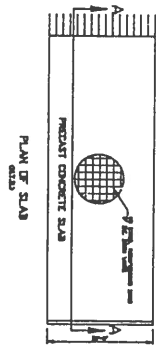
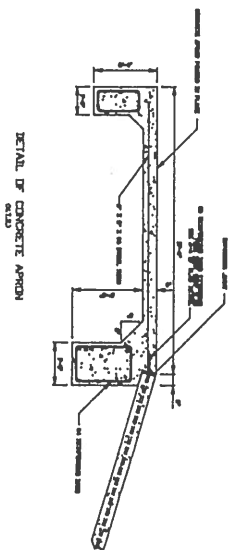
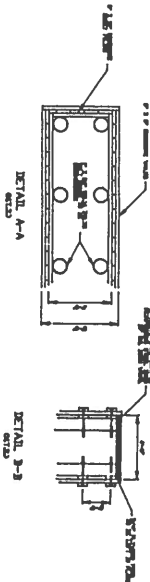
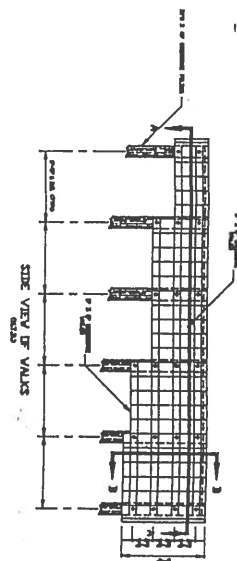
Thence North  $51^{\circ}51'43''$  West, 65.0 feet to a point in the bottom slope of said highway and being 35 feet from the centerline of same;

Thence in a Northeasterly direction along the arc of a curve to the left and being 65 feet from and parallel to the Southeasterly Right-of-Way line of State Highway 82, a distance of 466.37 feet to a point in the West bank of Sabine Lake, said curve having a central angle of  $8^{\circ}16'28''$ , a radius of 2822.47 feet and a chord length of 465.99 feet;

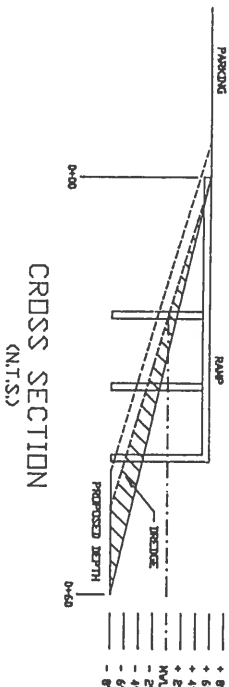
Thence South  $18^{\circ}42'31''$  East along the West bank of Sabine Lake 77.62 feet to a point for corner, said corner being in the Southeasterly Right-of-Way Line of State Highway 82, and also being the Northeast corner of the Andrew Green tract;

Thence in a Southwesterly direction along the arc of a curve to the right and the Southeasterly Right-of-Way line of State Highway 82, and the Northerly line of the Andrew Green tract a distance of 405.22 feet to the PLACE OF BEGINNING, said curve having a central angle of  $8^{\circ}16'28''$ , a radius of 2887.47 feet and a chord length of 404.86 feet, said tract herein described containing an area of 0.6497 acres of land, more or less.

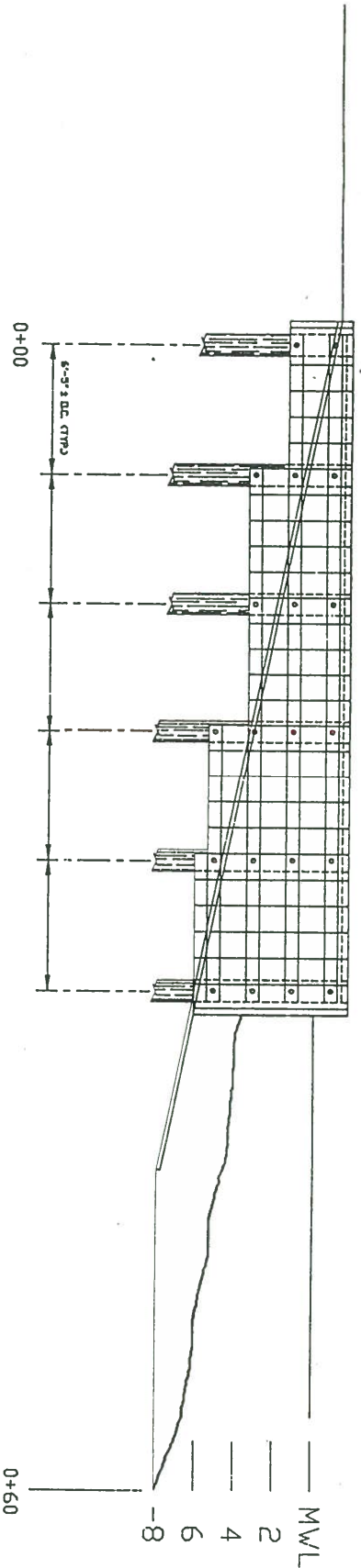
Exhibit C  
Page 1



BOAT RAMPS  
(N.T.S.)



|                                    |                 |
|------------------------------------|-----------------|
| PLEASURE ISLAND                    |                 |
| BOAT RAMP                          |                 |
| JEFFERSON COUNTY, TX.              |                 |
| DATE                               | 3/8/74          |
| BY                                 | W. J. JEFFERSON |
| CHECKED BY                         | N.S.            |
| APPROVED BY                        | N.S.            |
| JEFFERSON COUNTY ENGINEERING DEPT. |                 |



PROPOSED CROSS SECTION OF BOAT RAMP & DREDGING  
(N.T.S.)

PLEASURE ISLAND  
BOAT RAMP

|             |          |
|-------------|----------|
| DATE        | 10/24/94 |
| DESIGNED BY | UAWP     |
| CHECKED BY  | UAWP     |
| SCALE       | AS SHOWN |

TEXAS  
DEPARTMENT OF TRANSPORTATION  
CERTIFICATE OF INSURANCE



Exhibit D

The named contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: the Texas Department of Transportation as an Additional Insured for coverages 3 and 4, and a Waiver of Subrogation in favor of the same department under coverages 2, 3 and 4. Only certificates of insurance published by this department are acceptable as proof of insurance. Commercial carriers' certificates are unacceptable.

### SECTION I - IDENTIFICATION DATA

|                                   |           |         |
|-----------------------------------|-----------|---------|
| 1.1 Insured Contractor's Name     |           |         |
| 1.2 Street/Mailing Address        |           |         |
| 1.3 City                          | 1.4 State | 1.5 Zip |
| 1.6 Phone Number<br>Area Code ( ) |           |         |

### SECTION II - TYPE OF INSURANCE

| Type  | Policy Number: | Effective Date: | Expiration Date: | Limits of Liability Not Less Than:                                   |
|---|----------------|-----------------|------------------|--|
| 2. WORKERS' COMPENSATION  | 2.1            | 2.2             | 2.3              | Statutory - Texas  |
| Endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation.   |                |                 |                  |  |
| 3. COMMERCIAL GENERAL LIABILITY   |                |                 |                  |  |
| Bodily Injury/Property Damage   | 3.1            | 3.2             | 3.3              | \$325,000 combined single limit each occurrence and in the aggregate |
| Endorsed with the Texas Department of Transportation as an Additional Insured and endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation. |                |                 |                  |  |
| 4. TEXAS BUSINESS AUTOMOBILE POLICY   |                |                 |                  |  |
| A. Bodily Injury  | 4.1            | 4.2             | 4.3              | \$100,000 ea. person<br>\$300,000 ea. occurrence                     |
| B. Property Damage  | 4.4            | 4.5             | 4.6              | \$25,000 ea. occurrence  |
| Endorsed with the Texas Department of Transportation as an Additional Insured and endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation. |                |                 |                  |  |
| 5. UMBRELLA POLICY (If Applicable)  | 5.1            | 5.2             | 5.3              | \$   |

### SECTION III - CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation, acting on behalf of the State of Texas, that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

|   |           |         |  |           |         |
|---|-----------|---------|--|-----------|---------|
| 6.1 Name of Insurance Company                     |           |         | 7.1 Name of Authorized Agent           |           |         |
| 6.2 Company Address                               |           |         | 7.2 Agent's Address                    |           |         |
| 6.3 City  | 6.4 State | 6.5 Zip | 7.3 City                               | 7.4 State | 7.5 Zip |
| 7.6 Authorized Agent's Phone No.<br>Area Code ( ) |           |         | Original Signature of Authorized Agent |           |         |
|   |           |         | Date                                   |           |         |

## EXHIBIT E

### Attachment "A"

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, Section 713.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revokable in the event that the airspace facility ceases to be used or is abandoned.

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

|   |   |
|---|---|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL                             | TITLE   |
| <div style="border: 1px solid black; height: 40px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| APPLICANT ORGANIZATION  | DATE SUBMITTED  |
| <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |

**CERTIFICATION REGARDING LOBBYING**

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**\* APPLICANT'S ORGANIZATION****\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix:  \* First Name:  Middle Name:   
\* Last Name:  Suffix:   
\* Title:

**\* SIGNATURE:****\* DATE:**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352**

|  |  |  |
|--|--|--|
| <b>1. * Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input checked="" type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance | <b>2. * Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input checked="" type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award | <b>3. * Report Type:</b><br><input checked="" type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change |
|--|--|--|

**4. Name and Address of Reporting Entity:**

☐ Prime   
 ☒ SubAwardee   
 Tier if known:

\* Name

\* Street 1       Street 2

\* City       State       Zip

Congressional District, if known:

---

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

\* Name

\* Street 1       Street 2

\* City       State       Zip

Congressional District, if known:

---

|  |   |
|--|---|
| <b>6. * Federal Department/Agency:</b><br><input style="background-color: yellow;" type="text"/> | <b>7. * Federal Program Name/Description:</b><br><input type="text"/><br><br>CFDA Number, if applicable: <input type="text"/> |
|--|---|

---

|  |  |
|--|--|
| <b>8. Federal Action Number, if known:</b><br><input type="text"/> | <b>9. Award Amount, if known:</b><br>\$ <input type="text"/> |
|--|--|

---

**10. a. Name and Address of Lobbying Registrant:**

Prefix     \* First Name     Middle Name

\* Last Name     Suffix

\* Street 1       Street 2

\* City       State       Zip

**b. Individual Performing Services** (including address if different from No. 10a)

Prefix     \* First Name     Middle Name

\* Last Name     Suffix

\* Street 1       Street 2

\* City       State       Zip

---

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* Signature:

\*Name: Prefix     \* First Name     Middle Name

\* Last Name     Suffix

Title:       Telephone No.:       Date:

## Federal Agency Form Instructions

| Form Identifiers    | Information                                |
|---------------------|--|
| Agency Owner        | Grants.gov                                 |
| Form Name           | Disclosure of Lobbying Activities (SF-LLL) |
| Form Version Number | 1.2  |
| OMB Number          | 4040-0013                                  |
| OMB Expiration Date | 02/28/2022                                 |

## Form Field Instructions

| Field Number | Field Name                | Required or Optional | Information  |
|--------------|---------------------------|----------------------|--|
| 1.           | *Type of Federal Action:  | Required             | Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.   |
| 2.           | *Status of Federal Action | Required             | Identify the status of the covered Federal action. This field is required.   |
| 2-a.         | a. Bid/Offer/Application  | Check if applicable  | Click if the Status of Federal Action is a bid, an offer or an application.  |
| 2-b.         | b. Initial Award          | Check if applicable  | Click if the Status of Federal Action is an initial award.   |
| 2-c.         | c. Post-Award             | Check if applicable  | Click if the Status of Federal Action is a post-award.   |
| 3.0          | *Report Type              | Required             | Identify the appropriate classification of this report.  |
| 3-a.         | a. Initial filing         | Check if applicable  | Check if Initial filing.   |
| 3-b.         | b. Material change        | Check if applicable  | If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required. |

| Field Number | Field Name                           | Required or Optional   | Information   |
|--------------|--------------------------------------|------------------------|---|
|              | Material Change Year                 | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.  |
|              | Material Change Quarter              | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.   |
|              | Material Change Date of Last Report  | Conditionally Required | Enter the date of the previously submitted report by this reporting entity for this covered Federal action.   |
| 4.           | Name and Address of Reporting Entity | Required               | Provide the information for Name and Address of Reporting Entity.   |
|              | Prime                                | Check if applicable    | Click to designate the organization filing the report as the Prime Federal recipient.   |
|              | Subawardee                           | Check if applicable    | Click to designate the organization filing the report as the SubAwardee Federal recipient. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants. |
|              | Tier if known:                       | Optional               | Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.   |
|              | Name                                 | Required               | Enter the name of reporting entity. This field is required  |
|              | Street 1                             | Required               | Enter Street 1 of the reporting entity. This field is required.   |
|              | Street 2                             | Optional               | Enter Street 2 of the reporting entity.   |
|              | City                                 | Required               | Enter City of the reporting entity This field is required.  |
|              | State                                | Required               | Enter the state of the reporting entity. This field is required   |
|              | ZIP                                  | Required               | Enter the ZIP of the reporting entity. This field is required   |

| Field Number | Field Name  | Required or Optional   | Information  |
|--------------|---|------------------------|--|
|              | Congressional District, if known  | Optional               | Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, NC-103 for North Carolina's 103 <sup>rd</sup> district. |
| 5.           | If Reporting Entity in No. 4 is Subaward, Enter Name and Address of Prime | Conditionally Required | If Reporting Entity in No. 4 is Subaward, provide the information for the Name and Address of Prime  |
|              | Name  | Required               | If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.  |
|              | Street 1  | Required               | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.  |
|              | Street 2  | Optional               | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.  |
|              | City  | Required               | If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.   |
|              | State   | Required               | If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.   |
|              | ZIP   | Required               | Enter the ZIP of Prime. This field is required   |

| Field Number | Field Name                       | Required or Optional | Information   |
|--------------|----------------------------------|----------------------|---|
|              | Congressional District, if known | Optional             | Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, NC-103 for North Carolina's 103 <sup>rd</sup> district.   |
| 6.           | Federal Department/Agency        | Required             | Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.   |
| 7.           | CFDA Number:                     | Required             | Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.  |
|              | CFDA Title:                      | Required             | Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.  |
| 8.           | Federal Action Number            | Optional             | Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001". |
| 9.           | Award Amount                     | Optional             | For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.   |

| Field Number | Field Name                              | Required or Optional | Information   |
|--------------|---|----------------------|---|
| 10.a.        | Name And Address of Lobbying Registrant | Required             | Provide the information for the Name and Address of Lobbying Registrant.                          |
|              | Prefix                                  | Optional             | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.            |
|              | First Name                              | Required             | Enter the first name of Lobbying Registrant. This field is required.                              |
|              | Middle Name                             | Optional             | Enter the middle name of Lobbying Registrant.   |
|              | Last Name                               | Required             | Enter the last name of Lobbying Registrant. This field is required.                               |
|              | Suffix                                  | Optional             | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.               |
|              | Street 1                                | Required             | Enter the first line of street address for the Lobbying Registrant.                               |
|              | Street 2                                | Optional             | Enter the second line of street address for the Lobbying Registrant.                              |
|              | City                                    | Required             | Enter the city of the Lobbying Registrant.  |
|              | State                                   | Required             | Select the appropriate state of the Lobbying Registrant.  |
|              | ZIP Code                                | Required             | Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.   |
| 10.b.        | Individual Performing Services          | Required             | Provide the information for Individual Performing Services  |
|              | Prefix                                  | Optional             | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services. |
|              | First Name                              | Required             | Enter the first name of the Individual Performing Services. This field is required.               |
|              | Middle Name                             | Optional             | Enter the middle name of the Individual Performing Services.                                      |
|              | Last Name                               | Required             | Enter the last name of the Individual Performing Services. This field is required.                |

| Field Number | Field Name  | Required or Optional | Information  |
|--------------|---|----------------------|--|
|              | Suffix  | Optional             | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.   |
|              | Street 1  | Required             | Enter the first line of street address for the Individual Performing Services.                   |
|              | Street 2  | Optional             | Enter the second line of street address for the Individual Performing Services.                  |
|              | City  | Required             | Enter the city of the Individual Performing Services.  |
|              | State   | Required             | Select the state for the address of the Individual Performing Services from this pull down menu. |
|              | ZIP Code  | Required             | Enter the Zip Code (or ZIP+4) of the Individual Performing Services.                             |
| 11.          | Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | N/A                  | N/A  |
|              | Signature:  | Required             | Completed by Grants.gov upon submission.   |
|              | Name:   | Required             | Provide the information for the Name of the Certifying Official.                                 |

| Field Number | Field Name     | Required or Optional | Information  |
|--------------|----------------|----------------------|--|
|              | Prefix         | Optional             | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Certifying Official. |
|              | First Name     | Required             | Enter the first name of Certifying Official. This field is required.                   |
|              | Middle Name    | Optional             | Enter the middle name of the Certifying Official.                                      |
|              | Last Name      | Required             | Enter the last name of the Certifying Official. This field is required.                |
|              | Suffix         | Optional             | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Certifying Official.    |
|              | Title:         | Optional             | Enter the title of the Certifying Official.  |
|              | Telephone No.: | Optional             | Enter the telephone number of the certifying official.                                 |
|              | Date:          | Required             | Completed by Grants.gov upon submission.   |

**Attachment F**  
**Federal Contract Provisions**

In addition to other required provisions, the Performing Agency agrees to following provisions (as applicable):

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the

wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

# SECTION 8.1

## ALCOHOL AND DRUG TESTING POLICY

### FOR EMPLOYEES SUBJECT TO THE

### DEPARTMENT OF TRANSPORTATION REGULATIONS

#### A. Statement of Purpose

Employees and the public have a basic right to have their workplaces and highways free of drugs and alcohol (intoxicants) and their effects, and to be able to rely on the fact that co-workers and drivers are not impaired by drugs and alcohol (intoxicants). In the interest of maintaining a safe workplace and highways that are free of drug and alcohol (intoxicant) abuse, Jefferson County is committed to strictly enforcing its policies relative to the use of drugs and alcohol. Participation in the employer's controlled substances and alcohol testing program is a requirement of each driver/employee, and therefore, is a condition of employment or use. Said policies comply with the requirements of the Drug Free Workplace Act of 1988, Federal Motor Carrier Safety Regulations (FMCSR) and the Department of Transportation (DOT) 49 CFR Part 382, and 49 CFR Part 40.

Jefferson County has designated Cary Erickson, Human Resources Director, 1225 Pearl, Suite 201, Beaumont, Texas, (409) 839-2391, to answer any questions regarding 49 CFR, Part 382, 49 CFR Part 40, and this policy.

It is the policy of Jefferson County to comply with the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse, a secure online database that provides employers with real-time information about CDL driver drug and alcohol program violations. Jefferson County will conduct both electronic queries and traditional manual queries with previous employers as required by FMCSA's drug and alcohol use testing program, for checking CDL driver violation histories. Drivers may view their own records. Employees who are CDL holders will be required to provide consent to conduct both Limited and Specific inquiries.

#### B. Applicability

All Jefferson County employees who are required to have a commercial drivers license (CDL) are subject to the controlled substance and alcohol testing rules. A CDL is required for drivers operating a vehicle that meets the requirements of the Texas Department of Public Safety, i.e., commercial motor vehicles, vehicles designed to carry 16 passengers, including the driver, or of any size, which are used in the transportation of a placardable amount of hazardous material. An Elected Official or Department Head who employs workers in safety-sensitive positions not requiring a CDL may also require persons in those positions to be subject to the provisions of this policy as long as all persons in the same job classification are treated in the same manner. A safety-sensitive position is defined as a position involving job duties when if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real or imminent threat to the personal health and safety of the employee, co-workers, or the public. On duty time includes any of those on-duty functions set forth in **49 CFR 395.2 ON-DUTY TIME**, all time waiting to be dispatched, unless the driver has been relieved from duty; all time inspecting equipment, servicing, or conditioning any commercial motor vehicle (CMV) at any time; all time spent at the driving controls of a

CMV; all time other than driving time, spent on or in a CMV; supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; all time spent performing the driver requirements associated with an accident; all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

#### C. Prohibited Alcohol and Controlled Substance-Related Conduct

The following are activities prohibited and/or behavior that constitute a refusal to submit to a test:

1. Reporting for duty or remaining on duty to perform safety sensitive functions while having an alcohol concentration of 0.02 or greater.
2. Being on duty or operating a commercial motor vehicle (CMV) while possessing alcohol.
3. Using alcohol while performing safety-sensitive functions or performing safety sensitive functions within four (4) hours after using alcohol.
4. When required to take a post-accident alcohol test, using alcohol within eight hours following the accident or prior to undergoing a post-accident alcohol test, whichever comes first.
5. Refusing to submit to, or otherwise interfering with, an alcohol or controlled substance test required by post-accident, random, reasonable suspicion, or follow-up testing requirements.
6. Reporting for duty or remaining on duty for the purpose of performing a safety-sensitive function, when the employee is using or has used any controlled substance except when a physician has advised the employee that the substance does not adversely affect his ability to safely perform a safety-sensitive function.
7. Reporting for duty, remaining on duty, or performing a safety-sensitive function if the driver tests positive for controlled substances.
8. Being on duty or performing a safety-sensitive function when the employee's general appearance or conduct or some other substantiating evidence indicates he has used alcohol within the preceding four (4) hours.
9. Tampering with or attempting to adulterate the specimen.
10. Not immediately reporting to the collection site.
11. Failing to remain at the collection site until the collection process is complete.
12. Inability to provide sufficient quantities of breath, saliva, or urine to be tested without a valid medical explanation.
13. Having a test result reported by an MRO as adulterated or substituted.
14. Leaving the scene of an accident without a valid reason before the tests have been conducted.

#### D. Consequences to Employee

Employees who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of a controlled substance are subject to the following consequences:

1. Employees shall not be permitted to perform safety-sensitive functions under the following conditions:

- a. When an employee is tested the first time and his blood alcohol level is 0.02 to 0.039, he shall be relieved from duty for three (3) days or 24 hours without pay.
  - b. An employee with a previous test showing alcohol use that is tested a second time and found to have a blood alcohol level of 0.02 or greater will be subject to termination.
  - c. Employees who refuse a test shall be considered to have received a positive result and are subject to termination.
  - d. Employees who test 0.04 or greater on the first test shall be referred to a Substance Abuse Professional (SAP) for evaluation and shall be subject to indefinite suspension and/or termination. The employee will be considered as needing assistance in resolving problems associated with alcohol, and will be subject to at least six follow-up tests in the following twelve months, or as directed by the SAP who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use. An employee's refusal to visit a SAP or follow his treatment plan shall result in termination.
  - e. Employees tested after being referred to a SAP and showing a blood alcohol level of 0.02 or greater shall be subject to termination.
  - f. Employees who test positive for a controlled substance shall be subject to indefinite suspension and/or termination.
2. Employees shall be advised by Jefferson County of the resources available to them in evaluating and resolving problems associated with the misuse of alcohol or use of controlled substances. Jefferson County contracts with an Employee Assistance Program to assist employees with such issues.
  3. Before a driver returns to duty in a safety-sensitive function, he/she shall undergo a return-to-duty alcohol test at his/her own expense with a result indicating a breath alcohol level of less than 0.02 if the conduct involved alcohol, or a controlled substance test with a verified negative result if the conduct involved controlled substances.

## **E. Types of Testing**

In order to enhance highway safety, Jefferson County will follow the Omnibus Transportation Employee Testing Act of 1991 requiring employees holding a CDL to be tested for the use of controlled substances and misuse of alcohol. The following are the types of tests required to be administered.

1. Post-offer, Pre-employment Testing – all Jefferson County employees are required to submit to a post-offer pre-employment drug test and must have received a negative

result prior to reporting to work. The Human Resources Department will make arrangements for the required test.

2. Random Testing – random testing shall be administered at an annual rate of 25 percent of the average number of CDL employees. Jefferson County shall ensure that the random alcohol testing will be unannounced and spread reasonably throughout the calendar year. Employees shall be tested for alcohol while they are performing safety-sensitive functions, immediately prior to performing, or immediately after performing safety-sensitive functions. In the event an employee who is selected for a random alcohol test is on vacation or an extended medical absence, Jefferson County can either select another employee for testing or keep the original selection confidential until the employee returns.

Random testing for controlled substances shall be administered to 50 percent of the average number of CDL employees. The testing shall be unannounced and spread reasonably throughout the calendar year. Each employee selected for random controlled substances testing shall proceed immediately to the testing site upon notification of being selected. In the event the employee selected for a random controlled substances test is on vacation or an extended medical absence, Jefferson County can either select another employee for testing or keep the original selection confidential until the employee returns.

3. Reasonable Suspicion Testing – shall be administered to employees when Jefferson County has reason to believe the employee has violated the alcohol or controlled substances prohibitions.

“Reasonable Suspicion” – Belief that the driver has violated the alcohol and controlled substances prohibition based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee.

4. Post-Accident Testing – shall be conducted as soon as practicable following an accident. Jefferson County shall test for alcohol and controlled substances on each surviving employee when:
  - a. The accident involved a fatality or an injury treated away from the scene.
  - b. The employee received a citation under state or local law for a moving traffic violation.
  - c. The supervisor or other responsible management authority has reasonable suspicion or cause to believe that the employee may be under the influence of alcohol and/or a controlled substance.
  - d. The accident results in damage to county property or equipment.

For the purposes of this policy, an accident is defined as “an incident involving a vehicle in which there is either a fatality, an injury treated away from the scene, a damaged vehicle or damaged property/equipment.” The employee subject to post-

accident testing must refrain from consuming alcohol for eight hours following the

accident or until he/she submits to an alcohol test, whichever comes first. The employee must remain available for testing, and if he is not, his lack of availability will be considered as a refusal to take the test.

When an alcohol or controlled substance test has not been administered within a reasonable time frame following the accident, the following actions shall be taken:

- a. If the employee has not submitted to an alcohol test within two hours, Jefferson County shall prepare and maintain on file a record stating the reason a test was not promptly administered.
- b. If the employee has not submitted to an alcohol test after eight hours, attempts to administer an alcohol test shall cease, and documentation shall be prepared and maintained as described above.
- c. If the employee has not submitted to a controlled substance test within 32 hours, Jefferson County shall cease attempts to administer the test and shall prepare and maintain the record as described above.

**Note:** Nothing should be construed so as to require the delay of necessary medical attention for injured people following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

Jefferson County employees shall be provided with necessary post-accident information, procedures, and instruction prior to performing a safety-sensitive function, so that the employee will be able to comply with the requirements of this policy.

#### 5. Return-to-Duty Testing and Follow-up Testing

Jefferson County shall ensure that before an employee who has engaged in prohibited conduct regarding alcohol misuse returns to duty in a position requiring the performance of a safety-sensitive function, the employee will undergo a return-to-duty alcohol test at his/her own expense indicating a breath alcohol concentration of less than 0.02 if the conduct involved alcohol. If the prohibited conduct involved a controlled substance, the employee will undergo a return-to-duty controlled substance test at his/her own expense indicating a verified negative result. Employees who test positive for controlled substances may be subject to immediate termination of employment.

Following a determination that an employee is in need of assistance of resolving problems associated with alcohol and/or controlled substance misuse, Jefferson County shall ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substances testing (at the employee's expense) as directed by the substance abuse professional. The employee shall be subject to a minimum of six follow-up controlled substance and/or alcohol tests in the following twelve months.

**Note:** This policy is to be administered in conjunction with Jefferson County Drug and Alcohol Policy for all other employees (not classified as CDL Drivers).





Headquarters:  
10100 Reunion Place, Suite 500  
San Antonio, Texas 78216  
[www.siriuscom.com](http://www.siriuscom.com)  
Sirius Tax ID # 74-2836721

# SOLUTION PROPOSAL

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**Prepared for:**

JEFFERSON COUNTY  
1149 PEARL ST 6TH FLOOR  
BEAUMONT, TEXAS 77701  
UNITED STATES

**Client Executive:**

Crystal Puga  
+1 (832) 253-2602  
[crystal.puga@siriuscom.com](mailto:crystal.puga@siriuscom.com)

**Proposal Number:** Q-00119052  
**Proposal Date:** 10/09/2020  
**Expires:** 12/23/2020  
**Description:** Printronix- 1Yr Prepaid 2020 Printer Maintenance Renewal  
**Currency:** USD

**Client Executive:**  
Crystal Puga  
+1 (832) 253-2602  
crystal.puga@siriuscom.com

**JEFFERSON COUNTY  
1149 PEARL ST 6TH FLOOR  
BEAUMONT, TEXAS 77701  
UNITED STATES**



Sirius Computer Solutions, Inc.

Headquarters:  
10100 Reunion Place, Suite 500  
San Antonio, Texas 78216  
www.siriuscom.com  
Sirius Tax ID # 74-2836721

**Proposal Number:** Q-00119052  
**Proposal Date:** 10/09/2020  
**Expires:** 12/23/2020  
**Description:** Printronix- 1Yr Prepaid 2020 Printer Maintenance Renewal  
**Attn:**

| Description                   | Machine Type | Serial #     | Svc Lvl | Start Date | End Date   | Ext. Price        |
|-------------------------------|--------------|--------------|---------|------------|------------|-------------------|
| INFOPRINT HW MAINTENANCE 24X7 | P8C20-MA1    | 8P8V31912100 | 24x7    | 12/24/2020 | 12/23/2021 | \$2,815.56        |
| <b>Extended Subtotal:</b>     |              |              |         |            |            | <b>\$2,815.56</b> |
| <b>Total Client Price:</b>    |              |              |         |            |            | <b>\$2,815.56</b> |

**Proposal Comments:**

Printronix Printer Maintenance Renewal  
Term: 12/24/2020 - 12/23/2021  
Prepared by: Laura Oneacre

**Terms and Conditions:**

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event JEFFERSON COUNTY ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, Inc. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this Proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

1. Purchase Price; Payment; Taxes. Customer agrees to pay the total purchase price as set forth herein, plus any applicable sales/use tax. Payment is due within thirty (30) days from the date of the invoice. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date shall be subject to an annual interest charge of 12%, or the maximum allowed by law, whichever is less.
2. Payment by Third Party Leasing Company. If Customer enters into a lease agreement with a third party leasing company to finance this Proposal, Customer shall remain bound by these terms and conditions, except to the extent that the third party leasing company shall be obligated to pay the total purchase price in this Proposal. In the event the third party leasing company fails to make such payment, Customer shall make such payment, and Sirius shall convey title (where applicable) to Customer upon payment of the total purchase price in this Proposal.
3. Freight Costs; Delivery; Risk of Loss. Sirius will arrange for shipment and delivery of the products listed in this Proposal to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the products shall pass to Customer upon delivery at Customer's site.
4. Title; Security Interest. Title to each product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in this Proposal shall be governed by a separate license agreement between Customer and the software vendor.

5. Returns. No products (including Software) shall be returned to Sirius or software subscriptions cancelled by Customer without prior written approval from Sirius.

6. Limited Warranties. Sirius represents and warrants that, at the time each product is delivered, Sirius will be the lawful owner of such product (other than software products), free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to the same to Customer. Sirius, as the lawful/authorized reseller of the products being delivered to Customer, represents and warrants that such products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies. Customer agrees it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above) and Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, if the products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period; provided, that Customer's exclusive recourse for a breach of this warranty shall be either the repair or replacement of such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

As Sirius is not the manufacturer of the products listed on this Proposal, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THIS PROPOSAL OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability. IN NO EVENT WILL SIRIUS BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIRIUS' LIABILITY ARISING FROM OR RELATED TO THIS PROPOSAL SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS HEREUNDER. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND CUSTOMER AGREES TO RELEASE SIRIUS, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

8. Applicable Law. This Proposal (including these Terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

9. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Agreement, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

10. Confidentiality. All of the information provided in this proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

11. General. This Proposal (including these Terms) represents the entire and integrated agreement and understanding between the parties with respect to the attached Sirius proposal and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. This Proposal may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these Terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither this Proposal nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. This Proposal does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these Terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will, at Customer's option, (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.



Accepted by:

JEFFERSON COUNTY

*Jeff Brannick*  
Signature of Authorized Representative

Printed Name

*County Judge*

Title of Authorized Representative

*12/1/20*

Date Signed

Ship to Contact (Name, Phone, & Email)

Ship to Address

Approved by:

Sirius Computer Solutions, Inc.

*Luke Niemiro*  
Signature of Authorized Representative

Luke Niemiro

Printed Name

Managing Contracts Attorney

Title of Authorized Representative

10/12/2020 | 11:33 CDT

Date Signed

Bill to Contact (Name, Phone, & Email)

Bill to Address



3000 Summit Place, Suite 200  
 Alpharetta, GA 30009  
 1.800.672.0181  
**FiberLight.com**

11/10/2020 04:58 PM CST

| Order Information                |                                 |
|----------------------------------|---------------------------------|
| <b>Account:</b> Jefferson County | <b>Order Number:</b> OPP-145027 |
| <b>Sales Rep:</b> Will Nichols   | <b>Order Type:</b> New          |
| <b>MSA Number:</b>               | <b>SOF Number:</b> ---SOF-      |
| <b>PO Number:</b>                | <b>TSP ID:</b>                  |
| <b>Market:</b> Houston - HOU     |                                 |

| Charges and Terms         |                   |   |             |                           |            |            |                  |
|---------------------------|-------------------|---|-------------|---------------------------|------------|------------|------------------|
| Product                   | Product Order No. | Term  | Service MRC | Cross Connect Monthly Fee | Total MRC  | NRC        | Expedite Fee NRC |
| Dedicated Internet Access | OPP-145027-037244 | Term 1: 60<br>Term 2:<br>Term 3:<br>Term 4: | \$1,950.00  |                           | \$1,950.00 | \$2,500.00 |                  |

| Product Details                           |   |
|---|---|
| Product Order #: <b>OPP-145027-037244</b> | Product: <b>Dedicated Internet Access</b> |
| PO #:                                     | Service Bandwidth: <b>2G</b>              |
| Logical Layer:                            | DIA Bandwidth: <b>2G</b>                  |
| Protection:                               | UNI-Type Logical:                         |
| Frame Size: <b>N/A</b>                    | BGP Required:                             |
| IP V4 LAN Block Requested:                | IP V4 WAN Block Requested:                |
| IP V6 LAN Block Requested:                | IP V6 WAN Block Requested:                |

| Location A                                   |                        |
|--|------------------------|
| Locations: <b>1149 Pearl St</b>              | Entrance:              |
| Street: <b>1149 Pearl St</b>                 |                        |
| City, State, Zip: <b>Beaumont, TX, 77701</b> |                        |
| Demarc:                                      | Site Contact:          |
| Customer Provided Power:                     | Phone:                 |
| UNI Type Physical:                           | Email:                 |
| Handoff Port Type:                           |                        |
| Provided Cross Connect:                      | MRC Cross Connect Fee: |

| Location Z                                      |                                |
|---|--------------------------------|
| Locations: <b>1950 N Stemmons Fwy</b>           | Entrance: <b>Dual Entrance</b> |
| Street: <b>1950 N Stemmons Fwy</b>              |                                |
| City, State, Zip: <b>Dallas, TX, 75207-3134</b> |                                |
| Demarc:   | Site Contact:                  |
| Customer Provided Power:                        | Phone:                         |
| UNI Type Physical:                              | Email:                         |
| Handoff Port Type:                              |                                |
| Provided Cross Connect:                         | MRC Cross Connect Fee:         |

Unless Customer has a pre-existing Master Services Agreement ("**MSA**") with FiberLight, LLC, by signing below, the Customer accepts the Service and agrees to the FBL Terms & Conditions located at <http://www.fiberlight.com/Resources/Legal/FBL-Terms-Conditions.aspx>. The FBL Terms & Conditions may be amended from time to time at FBL's sole discretion.

All FBL Services will be treated as interstate for regulatory purposes. Customer may certify the Service as being intrastate, for regulatory purposes, in the format required by FiberLight, only in instances where the Service is (i) sold on a stand-alone basis, (ii) contain a Location A and Location Z (i.e., end point) located in the same state, and (iii) neither the Location A or Location Z is a FBL provided IP port ("**Intrastate Services**"). In addition, where Customer requests Service be designated as Intrastate Service, Customer certifies to FBL no more than ten percent (10%) of all Customer's traffic utilizing the Intrastate Service will originate or terminate outside of the state in which the Intrastate Service is provided. Such election will apply prospectively and per SOF.

Unless specifically detailed below, only cross-connects at the FBL client-side Fiber Distribution Panel ("**FDP**") or DSX will be provided to Customer by FBL. Customer will be responsible for any and all third-party cross-connects. Customer shall be responsible for securing any and all necessary building access permission at no additional costs to FBL. Failure by the Customer to provide the above listed permissions and/or cross-connections may cause a delay in Service delivery.

In the event Customer requires a change or modification to its (i) Connector Type, (ii) Equipment Mounting, (iii) Fiber Jumper Type, (iv) Hand-Off Type, or (v) an Additional BGP, Customer shall request such change via electronic correspondence to Customer's Sales Agent and pay a \$500.00 non-recurring charge for each applicable change or modification to FBL.

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In witness hereof, each party has caused this Order to be executed by its duly authorized representatives as of the dates below.

**Jefferson County**

**FiberLight, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*NOTE: In the event both parties elect to sign this Order electronically, this page will be removed from the fully accepted Order package.*

## Master Services Agreement

This **MASTER SERVICES AGREEMENT** ("**MSA**") is made on October 30, 2020 ("**Effective Date**") by and between FiberLight, LLC, a Delaware limited liability company, on behalf of itself and its controlled affiliates (collectively, "**FBL**"), whose principal place of business is located at 3000 Summit Place, Suite 200, Alpharetta, Georgia 30009, and Jefferson County, a Texas government entity ("**Customer**"), whose principal place of business is located at 1149 Pearl Street, Suite 301, Beaumont, Texas 77701. (each a "**Party**" and, collectively, the "**Parties**"). Other capitalized or defined terms in this MSA shall have the meaning ascribed to them herein, or within the Defined Terms Supplement (available at <https://www.fiberlight.com/terms-and-conditions/>).

The service(s) referenced in this MSA ("**Service**" or "**Services**") are offered to Customer by FBL. This MSA sets forth the legal rights and obligations governing FBL's offer, provisioning and delivery of Services and Customer's receipt and use thereof. Customer shall contract for, and order, Service on an FBL-designed Service Order Form ("**SOF**") or Statement of Work ("**SOW**") (collectively, an "**Order**"). The Agreement shall consist of this MSA, the Defined Terms Supplement, any applicable Product Riders, and the Acceptable Use Policy ("**AUP**") (available at [www.fiberlight.com](https://www.fiberlight.com)) (collectively, the "**Agreement**").

The offer, provisioning, and delivery of Services are subject to FBL receiving all required approvals or authorizations from regulatory agencies having jurisdiction over the Services or FBL. If Customer receives and uses Services without an Order, Customer shall be deemed to have accepted and bound by all applicable terms and conditions relating to the Services.

### ARTICLE 1 – SERVICES PROVIDED & ORDERING

**1.1** Customer may request the following Services from FBL and each Service, along with corresponding terms, are detailed on the applicable Product Rider attachment(s) ("**Product Rider(s)**"): (i) A- Ethernet Product Rider, (ii) B- Enhanced Dedicated Internet Access (DIA) Product Rider, (iii) C - Wavelength Product Rider, (iv) D – Dark Fiber Lease Product Rider and (v) E – Cloud Connect Product Rider.

**1.2** Customer shall request the applicable Services by submitting an Order to FBL. All Orders are pending until accepted and executed by FBL. Upon acceptance of an Order by FBL, FBL will provide to Customer a Firm Order Commitment ("**FOC**") in accordance with the intervals for the applicable Service.

### ARTICLE 2 – OBLIGATIONS/LIMITATIONS & SERVICE ACCEPTANCE

#### 2.1 Availability of LAP Facilities.

(a) Service is offered and furnished subject to the availability of all necessary facilities, including those acquired by FBL from or through third parties, such as selected local access providers ("**LAP**"). FBL may limit or allocate Service, if necessary, due to facilities availability, considering FBL's then current and projected capacity and the reasonable expectations of its existing and future customers.

(b) Except as expressly provided otherwise, FBL, following the provision of reasonable notice to Customer, may (i) alter the methods, processes or suppliers by or through which it provides Service, (ii) discontinue furnishing a feature or supporting an application associated with Service, (iii) change the LAP facilities used to provide Service, or (iv) substitute comparable Service for that being furnished to Customer.

(c) Except as expressly provided otherwise, the LAP facilities used to provide Service will be of FBL's exclusive choosing. In no event will title to those LAP facilities vest in Customer or others.

(d) In the event Customer requires a Service from FBL be routed through a third-party data center which charges a fee to FBL based upon the connection of the receiving party, FBL shall pass through any actual and documented costs to Customer.

**2.2 Tariff Service.** This Agreement incorporates any applicable tariff affecting the Service being furnished Customer in accordance with federal, state, or local law. Terms and conditions in this Agreement may supplement but not vary those established in a tariff. If an applicable tariff is cancelled during the term of this Agreement, the change in terms will be incorporated into and made part of this Agreement as of the effective date of cancellation.

#### 2.3 Resale of Services.

(a) Customer shall not resell or redistribute access to the Services in any manner without the express prior written consent of FBL. Customer is the customer-of-record for Service(s) acquired under this Agreement. Provided Customer has obtained the prior written consent of FBL, if Customer resells Service or incorporates Service into services it provides to its carrier customers or to end users, Customer will be solely responsible for interfacing with its carrier customers or end users with respect to all matters pertaining to its services including, without limitation, service provisioning, billing, and collection, dispute resolution and crediting. FBL will have no obligation to interact with Customer's carrier customers or end users, nor will FBL incur any liability to them for its performance under this Agreement. Customer is responsible for the payment of all charges for Service furnished to it, its carrier customers, or their end users. This responsibility is not diminished or otherwise affected by any: (i) use, misuse, fraud or abuse by Customer, its employees, its carrier customers, their end users, or other members of the public of Service or of Customer-provided systems, equipment, LAP facilities or services interconnected to Service; or (ii) Customer inability to collect payments or charges from its carrier customers, their end users, or others.

(b) Customer is responsible for applying and enforcing all applicable provisions of this Agreement on its end users, its carrier customers and their end users and any liability arising from a violation of a Customer obligation under this Agreement. If FBL discontinues providing Service to Customer for any reason, Customer will be solely responsible for furnishing any required notice to its affected carrier customers or their end users.

**2.4 Access to Premises.** Customer will provide unrestricted access and, if necessary, escort FBL, its agents, or contractors to Customer and end user premises to allow FBL to provision, inspect, maintain, repair, service, or retrieve FBL Service-related equipment situated on Customer or end user premises, including within a designated building's phone closet(s) or telecommunications room ("**Required Area**"). In the event of a technical malfunction or emergency, Customer shall ensure FBL unrestricted access to the Required Area. Customer's failure to cooperate or provide access shall release FBL from its obligations for any SLA in the applicable Product Rider. If Customer does not hold access rights, Customer will acquire them so that FBL timely can perform these undertakings. Customer shall cooperate with FBL throughout the term of the Order, including during installation process in which Customer shall provide FBL, in a timely and accurate manner, detailed demarcation information and onsite contact listings,

complete technical questionnaires as necessary, and be physically present at the time of installation. Customer's failure to cooperate or provide access during the installation process shall release FBL from any SLA or installation guarantee, but it will not suspend the Service Date (defined in Section 2.6).

**2.5 Delays; Non-performance.** FBL will not be liable to Customer for any delay in meeting a requested Service Date. The provisioning intervals for all Services shall be provided by FBL to the Customer on an individual case basis ("ICB"). With respect to any Services provided entirely on FBL's Facilities, Customer shall have the right to one (1) Supp Request to extend the FOC date by up to thirty (30) calendar days. With respect to any Services provided in whole or in part on Third Party Facilities, the rights of Customer to a Supp Request shall be determined by FBL on an ICB and additional charges may apply.

**2.6 Service Delivery & Acceptance.** Prior to delivering Services to Customer, FBL will perform testing procedures, as indicated in the applicable Product Rider(s), to ensure that the Service conforms to the applicable technical specifications. FBL shall notify Customer when either (i) the Service has been successfully installed and is available for Customer's use, or (ii) in the event Customer failed to fulfill its performance obligations required to provision the Service billing shall nonetheless commence as though Customer had completed such obligations ("**Service Date**"). Customer shall have five (5) calendar days to verify the Services (the "**Verification Period**") and provide FBL with written notice of any rejection to [CustomerRequests@FiberLight.com](mailto:CustomerRequests@FiberLight.com). Failure by Customer to reject the Service within the Verification Period shall be deemed an automatic acceptance of the Service and FBL shall bill Customer for Services ("**Billing Start Date**"). Any use of a Service, other than for verification testing, shall constitute immediate acceptance.

## ARTICLE 3 - BILLING; PAYMENT; SPECIAL CONSTRUCTION

**3.1 Billing.** Customer shall be responsible for all Non-Recurring Charges ("NRC") and Monthly Recurring Charges ("MRC") as set forth on the Order. MRCs are billed one (1) month in advance; and NRCs are billed in advance. If Service is made available on a day other than the first day of a monthly billing period or if Service is discontinued on a day other than the last day of a monthly billing period, the MRC will be prorated for the monthly billing period. All invoices to Customer shall be at the address provided to FBL below. FBL reserves the right to bill Customer retroactively for any Services received by Customer, but not billed to Customer or any amounts billed in error.

**3.2 Customer Payment Obligation.** Except as provided in Section 3.7, Customer must pay all invoiced charges without deduction or setoff within thirty (30) days of the date of an invoice ("**Payment Period**"). Payment shall be made by check or electronically. Any restrictive endorsements or statements placed on checks and accepted by FBL will not be binding on FBL. If Customer's check is returned for non-payment, Customer shall be assessed a return check fee not to exceed thirty-five dollars (\$35.00). In no event shall FBL accept payment by credit or debit card.

**3.3 Billing Remittance and Customer Information.** FBL shall send Customer all invoices related to this MSA to the address below. Customer may change the billing address upon providing written notice to FBL of the new address.

Billing Contact: Rebekah Patin  
Address Line 1: 1149 Pearl Street, 7<sup>th</sup> Floor  
Address Line 2: Beaumont, Texas 77701  
E-Mail Address: [rpatin@co.jefferson.tx.us](mailto:rpatin@co.jefferson.tx.us)  
Phone Number: (409) 835-8500

**3.4 Late Payments.** Compounded interest at the rate of one and one-half percent (1.5%) or the maximum allowed by law, if less, per monthly billing period may be charged on invoiced charges not paid

within the Payment Period. In addition, Customer may be required to reimburse FBL for all reasonable costs incurred in connection with collection activities, including attorneys' fees and court costs.

**3.5 Consequences of Non-Payment.** If Customer does not make payment of invoiced charges in accordance with Article 3 and fails to correct such non-payment, including any applicable late fees, within ten (10) days of written notice from FBL, then FBL may, at its option, do one or more of the following: (i) refuse to accept additional Orders; (ii) without further notice, suspend Service furnished under this MSA or any other service agreement until Customer has paid all past due amounts owed, with interest; or (iii) offset unpaid balances with amounts FBL may owe Customer under any other agreement between the Parties. Following any suspension of Service for non-payment, Service may not be restored until Customer pays all charges then due, including any late fees, interest, collection costs, and reconnection fees, in full and provides FBL with satisfactory assurances of its ability to pay during the remainder of the Service term, as set forth on the applicable Order. If Customer fails to timely make full payment of the charges due, Service will be terminated effective as of the date of suspension. Notwithstanding the foregoing, if Customer fails to make payment of invoiced charges in accordance with Article 3 more than three (3) times in any given twelve (12) month period, such non-payment shall be an immediate default on the tenth (10<sup>th</sup>) day following the date on which payment is due, and FBL may terminate Service and this Agreement without further notice to Customer.

**3.6 Credit Approval and Deposits.** Upon request, Customer shall provide FBL with credit information. FBL may require Customer to make a deposit as a condition of FBL's acceptance of any Service or continuation of any Service where Customer fails to timely make any payment due hereunder or if FBL reasonably determines that Customer has had an adverse change in financial condition. Failure to comply with a request for deposit may result in Service suspension. Deposits will not exceed an amount equal to two (2) months of estimated Service charges and will be due upon Customer receipt of FBL's written request. At FBL's sole discretion, deposits collected may be credited to Customer's account prior to or at discontinuation of Service and the balance, if any, will be refunded.

**3.7 Bill Disputes.** To dispute an invoice, Customer must notify FBL by submitting a completed Billing Dispute/Credit Request Form (available at [www.fiberlight.com/additional-forms/](http://www.fiberlight.com/additional-forms/)) to [CustomerRequests@FiberLight.com](mailto:CustomerRequests@FiberLight.com). Upon submission of the completed Bill Dispute and Credit Form, Customer, in good faith, may withhold the disputed amount of the total amount of invoiced charges but must pay the remainder of the invoice within the Payment Period. No charge may be disputed more than ninety (90) days after the date of the invoice on which a charge appears. Any Customer payment of a charge timely disputed and in the manner required will not deprive Customer of its right to dispute the charge. FBL will promptly investigate Customer's claim with a view toward resolving the dispute within thirty (30) days of FBL's receipt of the Customer's notice. Following an investigation in which Customer cooperates with FBL, FBL may in good faith reject Customer's claim, in whole or in part, and will advise Customer of the reason for its action. If the dispute is not resolved to Customer's satisfaction, the Parties may further address the dispute pursuant to Article 15.

**3.8 Bill Dispute Consequences.** If a disputed amount withheld is determined to have been a legitimate charge and disputed in bad-faith, interest at the rate of one and one-half percent (1.5%) may be charged on the amount not paid within the original Payment Period, and Customer must pay the total amount due and owing within ten (10) business days of its receipt of notice of the determination from FBL.

**3.9 Special Construction or Acquisition.** Notwithstanding anything to the contrary in this MSA, if FBL is required to specially construct or acquire telecommunications Facilities from a third party, or both, to provide Service, and the costs thereof are not included in the MRC for the affected Service(s), the Parties will agree in writing on the estimated charges applicable to the construction or acquisition prior to the undertaking of the activity by FBL. If Customer cancels this MSA or any Order involving special construction or acquisition after the acceptance of an Order but prior to the Service Date, Customer shall reimburse FBL for all unpaid costs and expenses incurred by FBL in connection with the special construction or acquisition up to the date of cancellation. This payment obligation is in addition to any other rights and remedies FBL may have at law, in equity, or as provided in this MSA, including those outlined in Article 5.

#### ARTICLE 4 – ASSESSMENTS

**4.1 Applicability.** Customer shall be responsible for all applicable Federal, State, or local use, excise, sales, value added or privilege taxes, duties, franchise, telecommunications fees, universal service fund fees, surcharges or any other taxes, fees, duties, charges or surcharges imposed on or incident to the provision, sale or use of Services provided by FBL (“Assessments”). Such charges may be shown on invoices as recovery fees. Customer will not be billed for Assessments based on FBL’s income. MRCs and other Service charges do not include applicable Assessments and such charges will be shown separately on Customer’s invoice.

**4.2 Exemption Certificate.** If Customer believes itself to be exempt from any Assessments, it may provide FBL with a valid exemption certificate. If the certificate is accepted, FBL will cease imposing the applicable Assessments. No exemption will be applied retroactively to any period prior to the date Customer provides such certificate.

**4.3 Survival.** Customer’s obligation to pay Assessments under this Article 4 will survive the expiration or earlier termination of the Agreement or applicable Order.

#### ARTICLE 5 - TERM AND TERMINATION; EARLY TERMINATION CHARGES

**5.1 Agreement Term.** The term of the Agreement will commence on its Effective Date and shall be effective for a period of five (5) years and shall thereafter automatically continue for additional periods of one (1) year (“Term”) unless terminated in writing by either Party no later than ninety (90) days prior to the end of the initial Term or any renewal Term.

**5.2 Order Term.** Each Order shall set forth the term for the applicable Service. Each Order shall automatically renew for a one (1) year term at one-hundred and fifteen percent (115%) of the current rates if a new term is not negotiated by the Parties, or if the Customer does not submit a disconnect notice in accordance with Section 5.3 of this Agreement, prior to the expiration of the term. If a term of Service established in an Order extends beyond the date of expiration of the MSA, the affected Service will be provided in accordance with the terms established in the Order pursuant to the terms and conditions of the online FBL Terms & Conditions (which can be found at: <https://www.fiberlight.com/terms-and-conditions/>).

**5.3 Termination of Agreement and Discontinuation of Service.** If Customer terminates (other than as provided in Article 5) or discontinues an Order for any reason, Customer must provide FBL with (i) a completed Disconnect Request Form (available at [www.fiberlight.com/additional-forms/](http://www.fiberlight.com/additional-forms/)) to [CustomerRequests@FiberLight.com](mailto:CustomerRequests@FiberLight.com) and (ii) confirmation that any third party connection to FBL ports has been, or has been requested to be, disconnected. Termination of the Agreement or discontinuance of an Order may not occur with less than thirty (30)

days written notice. For discontinuation of Order, the notice must identify the affected Service(s) (e.g., the circuit ID and its primary and secondary locations) and provide the requested date of discontinuation, which may not be less than thirty (30) days from the date Customer’s notice is received by FBL. A purported termination or discontinuation will be ineffective, and Customer will remain fully obligated to FBL if Customer’s termination notice does not comply, either in form or in substance. Customer’s termination of an Order or any Service therein, or FBL’s termination of an Order due to Customer’s uncured default, prior to the expiration of the Service term will subject Customer to liability for Early Termination Charges as defined in Section 5.4 (“ETL”).

**5.4 Early Termination Charges.** If a Customer terminates an Order other than for cause as set forth in the applicable Product Rider, or as set out in Section 5.3 above, Customer shall be subject to an ETL equal to one hundred percent (100%) of the MRC multiplied by the number of remaining months in the then current Order term up to month twenty-four (24), plus fifty percent (50%) of the MRC multiplied by the number of months in the then current Order for months twenty-five (25) to the end of the term, plus any waived installation, third party provisioning and/or construction charges. All ETL shall be paid to FBL within thirty (30) days of receipt of a final invoice from FBL (“Final Invoice”).

#### ARTICLE 6 - WARRANTIES

**6.1 The Parties.** Each Party represents and warrants it is duly organized, validly existing, and in good standing under the laws of the place of its origin and possesses all the authority necessary to perform its obligations under this Agreement.

**6.2 FiberLight.** FBL represents and warrants it possesses, and will maintain, all licenses, approvals, registrations, and certifications required by regulators or other third parties to furnish its services to Customer.

**6.3 Customer.** Customer represents and warrants all Customer traffic handled by FBL and all Customer services furnished to Customer’s end users are compliant with applicable legal requirements and those established in this Agreement, and Customer possesses, and will maintain, all licenses, approvals, registrations and certifications required by regulators or other third parties to furnish its services. Additionally, Customers operating under the laws of the State of Texas represent and warrant that they will comply with all laws governing the use of Service(s), including, but not limited to compliance with Chapter 283 of the Texas Local Government and the reporting and compensation requirements of Chapter 26 of the Texas Public Utility Commission Substantive Rules.

**6.4 Exclusion of Other Warranties.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED “AS IS,” AND NEITHER FBL NOR ANY OF ITS PROVIDERS, LICENSORS, OFFICERS, EMPLOYEES, OR AGENTS MAKES ANY WARRANTY, CONDITION OR GUARANTEE WITH RESPECT TO THE SERVICES OR AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES, UNDER THIS AGREEMENT OR OTHERWISE. THE SERVICES ARE PURCHASED WITH KNOWLEDGE OF THIS WARRANTY LIMITATION. FBL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. FBL DOES NOT MONITOR, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR, THE CONTENT OF ANY COMMUNICATION TRANSMITTED BY CUSTOMER OR OTHERS AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR UNAUTHORIZED USE OR MISUSE OF THE SERVICES.

## ARTICLE 7 - DEFAULT

**7.1 Default Events.** A Party is in default under this Agreement if:

(a) Customer violates any of its representations or warranties under this Agreement; or

(b) Customer fails to timely pay amounts due under this Agreement and such failure is not cured by Customer within ten (10) days after FBL provides Customer written notice of such failure; or

(c) either Party otherwise breaches a material provision of this Agreement and such breach is not cured within thirty (30) days after the non-breaching Party provides written notice of such breach (or such shorter period of time as required by this Agreement), provided that if the breach is of a nature that it cannot be reasonably cured within the cure period specified herein, a default will not occur so long as the defaulting Party has commenced to cure within said cure period and thereafter diligently pursues such cure to completion.

**7.2 Service Credit Exception.** Unless otherwise provided, any failure of Service resulting in Service Outage credits, as defined in the applicable Product Rider(s), is not a default entitling Customer to terminate the affected Service or this Agreement.

**7.3 Termination for Breach.** In addition to remedies available at law or in equity, the non-defaulting Party may terminate the impacted Services.

**7.4 Payment Default.** A payment default resulting in termination of this Agreement will entitle FBL to collect from Customer applicable ETL, in addition to pursuing other available remedies.

## ARTICLE 8 - LIMITATION OF LIABILITY

**FBL'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT (OTHER THAN FOR ANY FAILURE OF SERVICE), IS CAPPED AT SIX (6) TIMES THE MRC OF THE ORDER UNDER WHICH THE CLAIM ARISES.** The foregoing limitations apply to all causes of action and claims irrespective of their nature, including breach of contract, breach of warranty, strict liability, negligence, misrepresentation, or any other tort. Notwithstanding, Customer's sole remedy for any failure of Service is the right to receive service outage credits, if applicable and as set forth in the applicable Product Rider(s).

## ARTICLE 9 - CONFIDENTIAL INFORMATION

Each Party must protect the other Party's confidential or proprietary information disclosed in accordance with this Agreement, relating to such party's business and technology, including without limitation, its products, customer lists, pricing, development and marketing plans, and financial information, whether or not marked "Confidential" and whether in written or oral form, ("Confidential Information") with the same degree of care used to protect its own confidential information, but in no event less than a reasonable standard of care be used by either Party in connection with the preservation of the other Party's Confidential Information. Notwithstanding the foregoing, if the Parties have executed a Non-Disclosure Agreement ("NDA") either prior to the Effective Date of or contemporaneous with this Agreement, the Parties will comply with the terms and conditions thereof. Notwithstanding in the event the Confidential Information would require disclosure under the Texas Public Information Act, Customer may disclose such Confidential Information unless there is a previous determination (in the form of an Order from the Texas Office of the Attorney General) allowing Customer to withhold the type of information FBL seeks to withhold or is considered Confidential Information.

## ARTICLE 10 - INDEMNIFICATION

**10.1 Indemnification.** FBL will defend, indemnify, and hold harmless Customer, from and against any suit, proceeding, or other claim brought by an entity (not a party to or an Affiliate of a party to this Agreement) that is caused by, arises from, or relates to damage to real or tangible personal property or personal injuries (including death) arising out of the negligence or willful act or omission of a Party in the provisioning of the Service.

**10.2 Intellectual Property.** If Service, by itself as provided by FBL, becomes, or if FBL reasonably believes it may become, the subject of a suit, proceeding or other claim by an entity (not a party to or an Affiliate of a party to this Agreement), that the Service directly infringes U.S. patent, trademark or copyright rights of such entity, FBL at its own expense and option will: (i) procure the right to continue to provide Service; (ii) modify or replace Service with a different one having substantially similar functionality; or (iii) discontinue the Service and, as appropriate, refund to Customer a pro-rata portion of charges paid by Customer through the date of Service discontinuance.

**10.3 Procedure.** If a claim is made against Customer ("Indemnified Party") will notify FBL ("Indemnifying Party") in writing no later than sixty (60) days after learning of a potential claim. The Indemnifying Party will be entitled to assume sole control of the defense of the claim and all related settlement negotiations. The Indemnified Party will provide assistance, information, and authority reasonably necessary to assist the Indemnifying Party. A Party may not settle a claim without the other's consent if the settlement would impose an obligation on, or require any admission by, the other Party. Failure of the Indemnified Party to provide notification of a claim will not relieve the Indemnifying Party of its obligations under this Agreement except to the extent the delay prejudices the Indemnifying Party.

**10.4 Limitation and Survival.** Sections 10.1 and 10.2 set forth the entire liability of FBL, and Customer's sole and exclusive remedies, with respect to any claim subject to indemnification under this Agreement. These indemnification obligations will survive this Agreement.

## ARTICLE 11 - CONSEQUENTIAL DAMAGES

Neither Party is liable to the other for any consequential or special damages of any kind or nature whatsoever including, without limitation, any lost profits, lost revenues, lost savings or any other business loss including goodwill, loss of use of property, loss of data, cost of substitute performance equipment or services, downtime costs, and claims for damages or harm to business regardless of foreseeability or whether damages are caused by the negligence, willful misconduct, or wrongful act arising from or related to this Agreement.

## ARTICLE 12 - ACCEPTABLE USE, MAINTENANCE, & FACILITIES

**12.1 Acceptable Use Policy ("AUP").** Customer's use of FBL's Services or network may not include any material in violation of any law, regulation or the AUP. The AUP is incorporated into this Agreement by reference and may be modified by FBL without prior notice to Customer at any time. FBL will investigate all alleged violations of the AUP and any violation of the AUP by Customer or any of Customer's end users may result in termination of this Agreement and subject Customer to liability for ETL.

**12.2 Protecting Customer Proprietary Network Information ("CPNI").** FBL may access, use, and disclose CPNI as permitted or required by applicable laws, rules, regulations or this Agreement. FBL may disclose CPNI to representatives authorized by Customer via any means authorized by FBL, including, without restriction (a) the Customer's email address(es) of record (if any) or other email

addresses furnished by Authorized Customer Representatives, (b) telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, (c) the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or (d) FiberLight's online customer portals or other online communication mechanisms.

**12.3 Emergency Maintenance.** FBL shall be responsible for maintaining the Services under this Agreement as set forth in the applicable Product Rider. Unless otherwise authorized, Customer is prohibited from performing or accessing the FBL network to conduct maintenance or repairs without the prior express written authorization of FBL. With respect to Services provided on FBL's Facilities, FBL will use all commercially reasonable efforts to (i) repair network equipment within a MTTR of two (2) hours of when FBL's technical representative arrives on the applicable site where the equipment is located, not to exceed a total of four (4) hours from the time the Service Outage is reported, and (ii) have the first fiber on a cable cut restored within a MTTR of six (6) hours of when FBL's technical representative arrives on the applicable site where the cable cut is located, not to exceed a total of eight (8) hours from the time the Service Outage is reported. FBL will undertake repair efforts on equipment or fiber when FBL first becomes aware of the problem, or when notified by Customer and Customer has released all or part of the Service for testing, at which point a trouble ticket will be established. FBL maintains a twenty-four (24) hour Network Operation Center ("NOC") which Customer may contact by calling toll-free at **1-800-672-0181** or [noc@fiberlight.com](mailto:noc@fiberlight.com). FBL will ensure that specific preparations are made to maintain the readiness and accessibility of the personnel, materials, and equipment required. The failure of FBL to meet MTTR shall not constitute a default under this Agreement and FBL shall not be liable to pay Customer any penalties, damages, or credit any portion of the MRC or NRC.

**12.4 FBL Facilities, Equipment, and Software.** FBL Facilities, including equipment and software, used to provide Service will remain the exclusive property of FBL or its assignee, and nothing contained in this Agreement can be interpreted to convey to Customer any right, title or interest in the Facilities, equipment or software, which will remain personal property even if attached to or embedded in realty ("FBL Facilities"). Customer may not remove or conceal any identifying plates, tags, or labels affixed to FBL Facilities or equipment, nor may Customer alter, or attempt to alter software furnished as part of Service. FBL may substitute or rearrange the Facilities or equipment, or modify the software, so long as the quality of Service is not impaired by the changes. Upon termination of Service for any reason, FBL will retrieve its Facilities and equipment from Customer premises or Customer, at its expense, will return to FBL, within thirty (30) days of Service termination, all FBL-provided Facilities, and equipment, along with any software and other information or materials provided by FBL in connection with the furnishing of Service. The Facilities, equipment, software, or other materials retrieved or returned will be in the same condition as implemented, normal wear and tear excepted. If Customer fails to return FBL's property or allow for its retrieval, Customer must reimburse FBL, upon demand, for the replacement cost of the Facilities, equipment, software, and other information or materials provided, as well as any costs incurred by FBL resulting from the Customer's failure to return FBL's property.

**12.5 Routine and Planned Maintenance.** FBL shall use commercially reasonable efforts to notify Customer in advance of planned intrusive activities on the FBL System that may impair or eliminate signal continuity. Intrusive cable activities are those, which require FBL directly handle a fiber, ribbon or buffer tube and are typically scheduled during the "off-peak" hours, typically 6PM to 6AM local time. Non-intrusive cable activities and all other

maintenance measures, which do not physically expose a buffer tube, ribbon, or fiber, may be performed during regular business hours without notice. Emergency repairs are not planned intrusive activities and are subject to Section 12.3. FBL will perform routine maintenance, excluding (i) work necessitated by Customer's negligence or willful misconduct, (ii) Customer's elective maintenance or repair requests, and (iii) maintenance made necessary by natural disasters, impairment of the FBL System or other emergencies, including inspections of the manholes/handholes, pole footings, loose, or damaged hardware, checking for code violations and change-outs, changes to the manholes or handholes appurtenant to the FBL System, and/or general upkeep. FBL shall inspect the FBL System path at least quarterly by walking or driving the route to ensure that potentially harmful activities do not cross or parallel the FBL System. FBL maintains signposts along the FBL System path and these markers identify the route and are typically placed near splice locations, points where the route changes direction; FBL subscribes to local utility "one call" services for the FBL System.

**12.6 Service Outage.** Unless defined otherwise in the applicable Product Rider(s), a Service Outage shall begin upon the earlier of (i) FBL's actual knowledge or (ii) Customer informing the FBL NOC of such Service Outage and shall end upon the correction of the loss of service. Service Outage(s) specially excludes any condition caused by (i) Force Majeure, (ii) routine or planned maintenance, as described in Section 12.5 above, (iii) the negligence or willful misconduct of Customer, or (iv) the failure or malfunction of Customer equipment, or (v) Customer or its carrier customer or end user continues to use the Services on an impaired basis. In the event FBL's is impeded by either Customer or a non-FBL affiliated third party in correcting the Service Outage, including situations in which FBL is not given access to its Facilities or equipment required to provide the Services or to remedy any Service Outage, the duration of such impediment will not be included in the calculation for the duration of the Service Outage. Customer shall have the responsibility to submit a Billing Dispute/Credit Request Form (available at [www.fiberlight.com/additional-forms/](http://www.fiberlight.com/additional-forms/)) and upon a determination by FBL of a Service Outage, a credit shall be applied against the Customer's MRC on the billing statement following the Service Outage ("Service Outage Credit"). In the event Customer has not reported the Service Outage to FBL within thirty (30) days from the date the Service was affected, no Service Outage Credits will be provided to Customer. In no event shall Customer be entitled to a Service Outage Credit(s) greater than one hundred percent (100%) of the MRC in any given month. For clarity, in the event a Service Outage extends from one calendar month to the next, Customer will be entitled to a one-time credit as the event shall be considered a single Service Outage occurrence.

## ARTICLE 13 – DEMARCATION POINTS

**13.1 Within a Third-Party Data Center.** If Service delivery takes place within a third-party data center (i.e. not owned and/or operated by FBL), FBL will deliver the Service at a demarcation point situated on FBL equipment. Unless otherwise agreed, Customer will, at its own cost provide, maintain, and operate the necessary wiring ("Cross-Connect") to connect to FBL's service at the indicated demarcation point. If Customer and FBL agree FBL shall provide such Cross-Connect, then FBL will provide such Cross-Connect as a fee indicated on the Order.

**13.2 Within an On-Net Building.** If Service delivery takes place within an on-net building, FBL will deliver the Service at a demarcation point situated on FBL equipment within a designated area. For an additional fee, FBL will provide the necessary wiring along the cable chaise ("Riser") between the building entry and the indicated demarcation point. In the event the Customer determines

it necessary to extend the demarcation point or minimum point of entry ("MPOE") through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer Location, FBL shall charge Customer additional NRC not otherwise set forth in the Order.

**13.3 At an Off-Net Customer Location.** If Off-Net Services are being delivered to the Customer location through a third-party local loop to be provisioned by FBL on behalf of Customer, the Parties agree the Order charges assume Service will terminate at a pre-established demarcation point or MPOE in the building housing the Customer Location as determined by the local access provider. In the event the local access provider determines it necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer Location, FBL shall charge Customer additional NRC not otherwise set forth in the Order. It shall be the Customer's responsibility to allow access to the Customer Location for the local access provider, and coordinate any additional space and electricity determined by the local access provider to be necessary with property management, if applicable. FBL may provide budgetary estimates based on known costs or typical, non-extraordinary installations by the local access provider for the extension of the demarcation point to the Customer Location within the Order. FBL will notify Customer of any reasonable and documented additional NRC as soon as practicable in the event FBL is notified by the local access provider of such charges.

**13.4 Selected Local Access Provider Issue.** In the event FBL is unable to provision Service through the LAP or the LAP requires a higher cost or longer Service Term than set forth in the Order, FBL reserves the right, regardless of Order acceptance, to suspend provisioning of the Service hereunder and provide written notice to or cancel the Order. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to FBL within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period) or if FBL elects to cancel the Service ordered herein, the affected Service will be cancelled without cancellation or termination liability, including ETL for the Parties.

#### ARTICLE 14 - FORCE MAJEURE

FBL shall not be liable for any delay, failures to perform, damages, losses, or any consequence thereof, arising directly out of an (i) acts of God, such as fire, flood, earthquake, epidemic or other natural cause, (ii) terrorist events, riots, insurrections, war or national emergency, (iii) strikes, boycotts, lockouts or other third-party labor dispute, (iv) judicial order, legal prohibition, administrative ruling or other action or inaction of any governmental authority, but only, in the case if the event is not the result of any negligent or intentionally wrongful act or omission of the affected Party or its subcontractors, agents or representatives or to removable or remedial causes that the affected Party or its subcontractors, agents or representatives fail to remove or remedy using reasonable efforts and within a reasonable period of time, (v) permitting delays caused by local, municipal, state, or federal agencies or (vi) fiber cut caused by a third party without any negligence by FBL and such third party is not a subcontractor, agent or representative of FBL ("Force Majeure").

#### ARTICLE 15 - DISPUTE RESOLUTION

Except as otherwise provided in this Agreement, any dispute, controversy, or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth herein. In the event of a Dispute, and upon

the written request of either Party, each of the Parties shall appoint within five (5) business days after a Party's receipt of such request, a designated representative who has authority to settle the Dispute. The designated representatives shall meet as often as they reasonably deem necessary to discuss the Dispute and negotiate in good faith to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one party to the other shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after a party's request is made for appointment of designated representatives as set forth above, either Party may seek any relief to which it is entitled to under applicable law.

#### ARTICLE 16 - ASSIGNMENT

FBL may transfer or assign its rights or delegate its obligations under this Agreement without the prior express written consent of other Party. FBL may also assign its rights or delegate its obligations for specific Orders subject to this Agreement, provided that the assignment of such Orders shall include the transfer of replicated terms and conditions of this Agreement to the assignee accepting assignment of such Orders. A transfer, assignment, or other action in violation of this Section shall constitute a material breach and be null and void. If this Agreement is assigned to an entity that, prior to the assignment, had an agreement with FBL, the service being provided will continue to be governed by that prior agreement, and the Service provided under this Agreement will be governed by this Agreement, each without reference to the other.

#### ARTICLE 17 - NOTICES

FBL may modify Service charges pursuant to notice requirements established in the applicable Product Rider(s) or Order per regulatory direction to do so. Except for the notice requirements in Sections 3.7 and 5.2, all other notices under this Agreement, including any notice pertaining to termination of this Agreement, must be in writing and delivered by overnight courier or certified mail, return receipt requested, to the persons whose names and business addresses are specified above. Either Party may change its address and point(s) of contact by notifying the other Party in accordance with the requirements established in this Article. A notice will take effect on the date of its receipt by the receiving Party.

#### ARTICLE 18 - MISCELLANEOUS

**18.1 Applicable Law and Venue.** This Agreement will be governed by the laws of the state of Texas without regard to choice of law principles.

**18.2 Agency, Partnership, and Third Parties.** Neither Party becomes the agent or legal representative of the other Party as a result of this Agreement, nor does it create a partnership or joint venture between the Parties. In addition, this Agreement confers no rights, benefits, or remedies of any kind on third parties including, without limitation, Customer's carrier customers and any end users.

**18.3 Non-Waiver.** The failure of a Party to insist on the strict enforcement of any provision of this Agreement will not constitute a waiver of the provision or of either Party's rights or obligations under this Agreement. No waiver of any provision in this Agreement will be binding unless in writing and signed by both Parties.

**18.4 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior offers, discussions, negotiations, representations, warranties, understandings, and any other agreements, whether oral or written, concerning the subject matter contained herein. The attachments, exhibits, and other documents to which reference has been made are integrated parts of this

Agreement. In the event of an inconsistency between a term or condition between the Order and the Agreement, the order of precedence, from the most to the least controlling, shall be the: (i) Order, including any properly incorporated amendments thereto, (ii) Product Rider(s), as defined in Article 1; and (iii) this MSA. This Agreement shall be binding and any subsequent modifications or additional obligations by either Party to this Agreement or any Order must be evidenced in writing and signed by a duly authorized representative from both Parties. This Agreement may not be construed or interpreted against either Party.

**18.5 Severability.** If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it will be ineffective only to the extent of its invalidity and will not affect the remaining provisions.

**18.6 Non-Exclusivity.** This Agreement is non-exclusive and both Parties may enter into similar arrangements with others, and FBL may actively market its services, as part of its normal business undertakings, in full and fair competition with Customer or its carrier customers.

**18.7 Publicity.** From time to time, FBL may issue a news release, public announcement, and/or advertisement relating to this Agreement or Services. FBL shall limit the use of Customer's name, or service marks for publicity purposes only and all terms and conditions the Order shall remain confidential unless Customer provides written consent for its disclosure. FBL does not claim to license any right to the trademarks, service marks, or copyrighted information other than for use in the above listed context.

**18.8 Survival.** The terms of this Agreement, which, by their usage and context, are intended to survive this Agreement including, without limitation, the obligation to make payments for Service, will survive its expiration or termination.

**18.9 Headings.** The Article and Section headings in this Agreement, including incorporated documents, are for convenience only and may not be considered in interpreting the provisions in which they appear.

**18.10 Electronic Signature.** Each party to this MSA agrees to use electronic signatures and to be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96).

**IN WITNESS WHEREOF,** the Parties, confirming their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, have executed this Agreement as of the Effective Date.

**AGREED TO AND ACCEPTED BY:**

**FiberLight, LLC**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT TITLE

**Customer**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT TITLE

CONTRACT  
for  
**JEFFERSON COUNTY**

**EMPLOYEE ASSISTANCE PROGRAM**

Provided  
by



**Interface EAP**

This contract is between **JEFFERSON COUNTY** and Interface EAP for an **Employee Assistance Program (EAP)** as described below:

## **I. Services**

Individuals eligible for EAP services are defined as the employee and family members. Family members are defined as: spouse, domestic partner, and/or legal dependents up to the age of 26.

The services to be provided by Interface EAP are as follows:

1. Twenty-four hour telephone service with both a local Houston and a toll-free national number for employees and family members to use for any personal problem.

2. Diagnosis, assessment, initial treatment planning, and if necessary, a referral for personal problems, particularly those with the potential for affecting work performance. This includes consultation with our professionals until an accurate diagnosis and initial treatment plan is reached for each client of the EAP.

3. Supervisory/Management training for supervisors on recognizing, documenting, and referring an employee with job performance issues to the EAP, as well as providing information on all services of the EAP.

4. An employee orientation will be available to familiarize all employees with the services provided by the EAP and the process for utilizing the program.

NOTE: Both supervisory training and employee orientations will be presented either by a Program Coordinator or via a webinar and will include printed materials. Please see Section VII, Available In-Service Hours, for the number of hours available to **JEFFERSON COUNTY** for Supervisory/Management training and/or Employee Orientations. Travel costs for hotel and transportation may be charged back to **JEFFERSON COUNTY** for in-person meetings depending on location and group size (with prior approval by **JEFFERSON COUNTY**).

5. Ongoing program awareness in the form of posters, handouts, and promotional flyers for distribution and display.

6. Assistance in establishing a clear policy letter concerning **JEFFERSON COUNTY's** position on employees who use the EAP.

7. Quarterly utilization reports. This will include nature of the contact, referral source, and demographics of employees, providing that certain information will not jeopardize confidentiality.

8. Access to participant website ([www.4eap.com](http://www.4eap.com)) which includes online access to supplemental EAP resource information, including: EAP request for services, frequently asked questions, legal resources, financial resources, work/life and wellness resources.

9. Critical Incident Stress Debriefing (CISD) to take place between 24 and 72 hours after a traumatic event. Wellness Seminars will also be made available with topics to be chosen by **JEFFERSON COUNTY**. Please see Section VII, Available In-Service Hours, for the number of

hours available to **JEFFERSON COUNTY** for Critical Incident Stress Debriefing and/or Wellness Seminars.

10. Representation at health fairs: Please see Section VII, Available In-Service Hours, for the number of days available to **JEFFERSON COUNTY** for Health Fairs.

11. Services approved and provided beyond those outlined in Section I will be billed to **JEFFERSON COUNTY**. Please see attached In-Service Fee Schedule for pricing.

## **II. Procedures**

An employee/family member will have initial contact with a clinically trained care coordinator at Interface. A case will be opened, and they will be referred to a licensed counselor established in private practice with experience in the area of the presenting problem. The employee/family member may request another counselor, for any reason, after their first session without losing that session as one of the allotted sessions for that problem. The employee, a supervisor, or both may initiate contact. A family member may be referred to the program by his or her own call or by a referral of the employee.

When an employee or family member contacts the EAP, they will be directed to the most convenient office location in their area. A licensed counselor will be assigned to diagnose, assess, formulate an initial treatment plan, and if necessary, refer for additional treatment. In all instances the need and/or problem will be addressed. The goal of the counseling process for an employee will be his or her effective return to full productivity.

## **III. Publicity of Services**

**JEFFERSON COUNTY** will inform its employees of the services provided by Interface with at least a letter emphasizing the confidentiality of the EAP. The letter should inform employees that the program is confidential and that any employee seeking assistance will not jeopardize his or her position with the organization.

Interface will provide literature in the form of brochures describing the EAP, and all services included in Section I of this contract.

## **IV. Reporting**

When the initial contact is the result of a supervisory referral in regards to job performance issues, an EAP care coordinator will inform the supervisor of the following: 1) whether the employee has contacted the Employee Assistance Program, 2) whether treatment goals have been established (without identification of those goals), and 3) whether there is progress (but not the nature of that progress) toward treatment goals. Interface provides an employee release form that authorizes pertinent information regarding the progress of treatment to be released to the supervisor. Interface encourages this release if a supervisor has referred the employee. Only with a signed release from the employee can Interface release any information regarding contact or other information to anyone except as required by law.

Employees who make their own contact (self-referrals) with the EAP will be encouraged to share information with supervisors if deemed appropriate by the counselor. No reports will be made to **JEFFERSON COUNTY** concerning self-referrals other than the agreed upon reports in Section I. Neither the purpose nor content of the contact by an employee or family member will be revealed to any representative of **JEFFERSON COUNTY**.

**JEFFERSON COUNTY** will provide a list of employees including their employee identification numbers to Interface for the purpose of verifying employment. An updated list will be provided monthly, or as there are material changes in employment.

All agreed upon analysis are dependent on the existence of data to be provided by **JEFFERSON COUNTY** in a relatively accessible form with all due regard to employee confidentiality.

Except as provided herein, or by law, the identity of the employee or family member, the nature of the contact, treatment progress and prognosis, will be confidential and reported to no one without the written consent of the employee or family member.

## **V. Consultation**

A clinically trained care coordinator and/or crisis counselor will be available to employees and family members 24 hours a day via a national toll free number to assist with any calls of a crisis nature. Supervisors may also call upon the EAP to assist in problem identification, documenting impaired job performance, intervention with a problem employee, or other concerns.

Sessions with a licensed counselor will be on an as needed basis and will be free of charge to the employee and/or family member as described herein. The number of sessions provided to participants will be 6 per person per family problem. Each person has their own coverage, but if more than one covered family member is seeking counseling for the same problem, available sessions are not increased for that problem. For example, if both spouses are seeking counseling for marital problems, 6 sessions would be available, not 12 because two family members are participating. However, if during the assessment, the counselor discovers that one of them has a separate problem, that spouse may seek counseling for said problem (and have up to 6 sessions) with another provider. The EAP will be used first to obtain an assessment of the problem. If the problem is short term, additional EAP sessions will be available for the person(s) seeking help. If the problem is long term, a referral to the appropriate program(s) could be made prior to exhausting the full 6 EAP sessions. If further treatment is needed that is not covered under insurance, Interface will work to make available that treatment at a reduced cost.

Referrals for legal and financial counseling are available for each covered family with access to 3 consultations with an attorney and 3 consultations with a financial advisor per plan year. Additional services with an attorney and/or financial advisor are available at a reduced rate.

## **VI. Hold Harmless Clause**

Interface EAP will indemnify and hold **JEFFERSON COUNTY** harmless from any and all claims, actions, liability and expenses including costs of judgments, settlements, court costs, and attorney fees, regardless of the outcome of such claim or action, caused by, resulting from or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this agreement, whether such act, omission or failure was that of Interface EAP or that of any person providing services there under through or for Interface EAP. Upon notice from **JEFFERSON COUNTY**, Interface EAP will resist and defend at Interface EAP's own expense, and by counsel reasonably satisfactory to **JEFFERSON COUNTY** any such claim or action.

## **VII. Available In-Service Hours**

The following is a breakdown of the In-Service Hours available **JEFFERSON COUNTY** for Employee Orientations, Management Training, Critical Incident Stress Debriefing (CISD), Wellness Seminars and Health Fairs. Costs for additional services beyond what is listed here will be the responsibility of **JEFFERSON COUNTY**. For every hour that a provider is on-site, 0.25 hours may be deducted for travel time. In the event that **JEFFERSON COUNTY** cancels or reschedules once Interface has secured a provider, it may result in charges of the services being provided and/or a deduction of hours from the available hours under contract.

**Covering Employee Orientation and/or Supervisory Training:** 10 hours per plan year.

**Covering all CISD's (24-72 hour response time) and/or Wellness Seminars:** 4 onsite sessions per plan year

**Covering Health Fairs:** 2 days available per plan year

## **VIII. Program Cost**

The monthly retainer charge for the services of Interface EAP is as follows:

**\$1.35 per employee per month for all employees**

The above charge is to be paid in monthly installments based on the number of employees at the beginning of each month. The first payment is due January 1, 2021. The remittance address is: Interface EAP, P.O. Box 671411, Dallas, TX 75267-1411.

## **IX. Term of Contract**

The effective date of this contract is January 1, 2021. This contract will automatically renew annually unless this Agreement is superseded by a subsequent Agreement or unless this contract is terminated by either Interface EAP or **JEFFERSON COUNTY**. Rates will be reviewed annually and, if necessary, proposed changes will be provided, in writing, to **JEFFERSON COUNTY** within 30 days of the new plan year.

**X.     Termination of Contract**

**JEFFERSON COUNTY** or Interface EAP may terminate this contract with thirty days written notice. At the time of termination, Interface will direct any participant in treatment to verify benefits through the new vendor and to contact their human resources director. Interface will also notify the participant’s provider of the termination of services, revoke any unused sessions and direct the provider to verify benefits through the new vendor. Interface will not assume any financial responsibility for services that take place after the date of termination.

AGREED TO AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

**JEFFERSON COUNTY**

By: \_\_\_\_\_

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

Print name: \_\_\_\_\_

**INTERFACE EAP**

By: \_\_\_\_\_

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

Print name: \_\_\_\_\_

\*This agreement is not valid unless signed by both JEFFERSON COUNTY and Interface EAP.



# Interface EAP

## IN-SERVICE FEE SCHEDULE

|   |                         |
|---|-------------------------|
| Employee Orientation Meetings                             | \$100.00 per hour       |
| Supervisory Training                                      | \$150.00 per hour       |
| DOT Training  | \$175.00 per hour       |
| Critical Incident Stress Debriefing – 24-72 hour response | \$200.00 per hour       |
| Critical Incident Stress Debriefing – 2-3 hour response   | \$300.00 per hour       |
| Wellness Seminars   | \$150.00 per hour       |
| Health Fairs  | \$ 75.00 per hour       |
| SAP Assessments   | \$700.00 per evaluation |

Charges for travel expenses will be based on the hourly rate of the services provided. Cancellation and/or rescheduling once Interface secures a provider may result in charges of the services being provided and/or a deduction of hours under contract.

SETTLEMENT AGREEMENT AND  
FULL AND FINAL RELEASE

1. This Settlement Agreement and Full and Final Release (hereinafter styled the "Agreement") is executed in multiple originals. The Agreement shall become effective when signed by all parties to it. It shall become effective on the date when the signature of the last party to sign the Agreement is affixed (hereinafter referred to as the "Effective Date").

2. The parties to the agreement are:

Jefferson County, Texas (hereinafter the "County")

Walter Anthony Eeds and White Rock Studio (hereinafter "Eeds")

Chica & Associates, Inc. (hereinafter "Chica"), and

N & T Construction and its subcontractors including Jones Aluminum, Inc. and Corbell Masonry (hereinafter "N&T")

As used below, the terms "party" or "parties" refers only to the party or parties listed above.

3. The parties recognize that various claims and causes of action have been or may be asserted against each other. These claims and causes of action relate to the design and construction of the building to house the Jefferson County Public Health Department Clinic and the Jefferson County Adult Probation satellite office. Some or all of these claims and causes of action have been asserted in litigation. Specifically, a suit styled *Jefferson County, Texas v. Walter Anthony Eeds, White Rock Studio, and N&T Construction*, Cause No. A-205467, has been filed in the 58<sup>th</sup> Judicial District Court of Jefferson County, Texas. This suit shall be referred to as the "Pending Litigation".

4. The parties to this Agreement recognize that other claims and causes of action, including but not limited to counter-claims, cross-claims and third-party claims, have been or might be asserted by some of the parties against other parties. The parties agree that there is considerable disagreement with reference to the liability of any party to any other party in the Pending Litigation and

for any claims or causes of actions to be settled and disposed of by this Agreement. The parties further agree that there is considerable disagreement with reference to the amount of damages claimed by any party in the Pending Litigation or which might be claimed by any party in connection with any other claims or causes of action settled and disposed of by this Agreement. In entering into this Agreement, no party is admitting liability to any other party in the Pending Litigation or for any claims or causes of action settled and disposed of by this Agreement. Rather, each party entering into this Agreement is acting in the interest of settling controversies and in the interest of peace.

5. The parties desire to settle and dispose of all claims and causes of action, known or unknown, asserted or unasserted, accrued or unaccrued, between or among themselves which relate in any way to (1) the design and construction of the Jefferson County Public Health Department Clinic and the Jefferson County Adult Probation satellite office, (2) the Pending Litigation, and (3) all damages of whatsoever nature related to the design and construction by the parties herein to said building. The parties have entered into this Agreement for and in consideration of the mutual benefits to accrue to each of them.

6. Save and except the obligations to pay contained in paragraph 10, the County hereby releases, acquits, and discharges (a) Eeds and its insurer, Berkley Insurance Group, (b) Chica and its insurer, Admiral Insurance Company, and (c) N&T (including Jones Aluminum, Inc. and Corbell Masonry) and its insurers, Old Republic Insurance Company, Kinsale Insurance Company and Liberty Mutual Insurance Company, including all of their heirs, executors, administrations, agents, assign, and related companies or entities from all claims and causes of action, known or unknown, asserted or unasserted, accrued or unaccrued, which relate in any way to (1) the design and construction of the Jefferson County Public Health Department Clinic and the Jefferson County Adult Probation satellite office, (2) the Pending Litigation, and (3) all damages of whatsoever nature related to the

design and construction by the parties herein to said building.

7. Save and except the obligations to pay contained in paragraph 10, Eeds hereby releases, acquits, and discharges (a) the County, (b) Chica and its insurer, Admiral Insurance Company, and (c) N&T and its insurers, Old Republic Insurance Company, Kinsale Insurance Company and Liberty Mutual Insurance Company, including all of their heirs, executors, administrations, agents, assign, and related companies or entities from all claims and causes of action, known or unknown, asserted or unasserted, accrued or unaccrued, which relate in any way to (1) the design and construction of the Jefferson County Public Health Department Clinic and the Jefferson County Adult Probation satellite office, (2) the Pending Litigation, and (3) all damages of whatsoever nature related to the design and construction by the parties herein to said building.

8. Save and except the obligations to pay contained in paragraph 10, Chica hereby releases, acquits, and discharges (a) the County, (b) Eeds and its insurer, Berkley Insurance Group, and (c) N&T and its insurers, Old Republic Insurance Company, Kinsale Insurance Company and Liberty Mutual Insurance Company, including all of their heirs, executors, administrations, agents, assign, and related companies or entities from all claims and causes of action, known or unknown, asserted or unasserted, accrued or unaccrued, which relate in any way to (1) the design and construction of the Jefferson County Public Health Department Clinic and the Jefferson County Adult Probation satellite office, (2) the Pending Litigation, and (3) all damages of whatsoever nature related to the design and construction by the parties herein to said building.

9. Save and except the obligations to pay contained in paragraph 10, N&T hereby releases, acquits, and discharges (a) the County, (b) Chica and its insurer, Admiral Insurance Company, and (c) Eeds and its insurer, Berkley Insurance Group including all of their heirs, executors, administrations, agents, assign, and related companies or entities from all claims and causes of action,

known or unknown, asserted or unasserted, accrued or unaccrued, which relate in any way to (1) the design and construction of the Jefferson County Public Health Department Clinic and the Jefferson County Adult Probation satellite office, (2) the Pending Litigation, and (3) all damages of whatsoever nature related to the design and construction by the parties herein to said building.

10. Within 30 days of the County signing this Agreement and supplying a valid and current W-9 form to Eeds, Chica and N&T, said parties or their insurers shall pay the total sum of Five Hundred Fifty Five Thousand and no/100's (\$555,000.00) to Jefferson County, Texas broken down as follows: Eeds' insurer will pay the sum of Three Hundred Twelve Thousand Eight Hundred Dollars (\$312,800.00); Chica's insurer will pay the sum of One Hundred Thousand Dollars (\$100,000.00); and N&T's insurers will pay the combined sum of One Hundred Forty Two Thousand Two Hundred Dollars (\$142,200.00).

11. Each party to this Agreement specifically agrees to dismissal with prejudice of all claims in the Pending Litigation against all other parties to this Agreement, and will approve a judgment or order to that effect.

12. Each party will bear its own attorneys' fees and costs of court in the Pending Litigation.

13. Each party to this Agreement specifically agrees, acknowledges and represents that the acts, releases, and undertakings by the other parties outlined in this Agreement constitute adequate and sufficient consideration for the party's own acts, releases and undertakings. Further, each party to this Agreement specifically agrees, acknowledges and represents that the benefits accruing to the party from this Agreement constitute adequate and sufficient consideration for the party's entry into this Agreement.

14. Each party specifically agrees that this Agreement is binding upon those in privity with that party, and that it shall inure to the benefit of those in privity with the parties, including the party's

heirs, executors, administrators, assigns, directors, officers, trustees, employees, attorneys, and insurers.

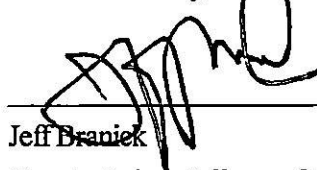
15. Each signatory to this Agreement on behalf of any party specifically represents to the other parties to this Agreement that they have actual and express authority to enter into this Agreement on behalf of that party, and that by their signature they are binding that party, its assigns, directors, officers, trustees, employees, insurers and attorney's to the terms of this Agreement.

16. This Agreement is to be interpreted according to the laws of the State of Texas.

17. This Agreement is the entire agreement between and among the parties. There are no other agreements or understandings, oral or otherwise, unless specifically referred to in this Agreement.

WITNESS our hands on the dates stated below:

Jefferson County, Texas

A handwritten signature in black ink, appearing to read "Jeff Branick", is written over a horizontal line.

Jeff Branick

County Judge, Jefferson County

November 10, 2020

Walter Anthony Eeds/White Rock Studio



Typed Name: William K. Luyties

Position/Title: ~~Executor of the Estate of~~  
ATTORNEY OF RECORD FOR  
Walter Anthony Eeds - WHITE ROCK STUDIO

Date: Nov. 19, 2020

Chica & Associates, Inc.

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Typed Name:

Position/Title:

Date:

N & T Construction

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Typed Name:

Position/Title:

Date:

Walter Anthony Eeds/White Rock Studio

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Typed Name:

Position/Title: Executor of the Estate of  
Walter Anthony Eeds

Date:

Chica & Associates, Inc.

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Typed Name: Andy M. Chica

Position/Title: President/CEO

Date: 11/09/2020

N & T Construction

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Typed Name:

Position/Title:

Date:

Walter Anthony Eeds/White Rock Studio

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Typed Name:

Position/Title: Executor of the Estate of  
Walter Anthony Eeds

Date:

Chica & Associates, Inc.

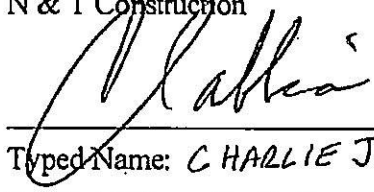
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Typed Name:

Position/Title:

Date:

N & T Construction



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Typed Name: CHARLIE JABBIA

Position/Title: C.O.O.

Date: 11/12/2020



**Special, December 01, 2020**

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