

Notice of Meeting and Agenda and Minutes
January 12, 2021

REGULAR, 1/12/2021 10:30:00 AM

BE IT REMEMBERED that on January 12, 2021, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Xgtpqp'Rkgteg. Commissioner Pct. No. 1 (ABSENT)

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk (ABSENT) -

Theresa Goodness, Chief Deputy

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

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Jeff R. Branick, County Judge
Vernon Pierce, 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**
January 12, 2021

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **12th day of January 2021** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** 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:

10:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.074 regarding deliberations about a personnel matter.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #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: Everette "Bo" Alfred, Commissioner, Precinct Four

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

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PURCHASING:

1. Consider and approve, execute, receive and file Job Order Contract (JOC 21-002/DC) with SETEX Facilities & Maintenance for the Jefferson County Sheriff's Marine Division Repairs Due to Hurricane Laura in the amount of \$44,282.10; in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

SEE ATTACHMENTS ON PAGES 12 - 18

Action: TABLED

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

SEE ATTACHMENTS ON PAGES 19 - 21

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 22 - 25

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY AUDITOR:

4. Consider and approve budget amendment - Constable Pct 1 - replacement of spare vehicle damage in automobile accident.

120-3065-425-6007	Capital – Automobiles	\$34,730.00	
120-9999-415-9999	Contingency		\$34,730.00

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SEE ATTACHMENTS ON PAGES 26 - 27

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

5. Consider and approve budget amendment – General Services– additional funding to long term recovery contribution.

120-1024-419-5077	CONTRACTUAL SERVICE	\$106,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$106,000.00

SEE ATTACHMENTS ON PAGES 28 - 29

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

6. Consider and approve electronic disbursement for \$742,665.67 to LaSalle for revenue received from entities for inmate housing.

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

7. Consider and approve electronic disbursement for \$125.00 to Bank of Oklahoma Financial for semi-annual paying agent fee.

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

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8. Consider and approve resolution designating Patrick Swain as Subrecipient Authorized Representative (SAR) for purpose of applying for the FEMA 2020 Flood Mitigation Assistance Grant via the Texas Water Development Board. Submission is performed electronically via the FEMA GO grant portal.

SEE ATTACHMENTS ON PAGES 30 - 30

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

9. Consider and approve budget transfer – Road & Bridge Pct.4 - additional cost for Contractual Service.

114-0402-431-5077	CONTRACTUAL SERVICE	\$1,000.00	
114-0402-431-3080	COVER STONE		\$1,000.00

SEE ATTACHMENTS ON PAGES 31 - 31

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

10. Regular County Bills – check #478631 through check #478815.

SEE ATTACHMENTS ON PAGES 32 - 39

Motion by: Commissioner Sinegal

Second by: Commissioner Alfred

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

Action: APPROVED

ADDENDUMS

11. Consider and approve budget transfer - 58th District Court - purchase of laptop

120-2033-412-6002	COMPUTER EQUIPMENT	\$1,432.00	
120-2033-412-3078	OFFICE SUPPLIES		\$632.00
120-2033-412-3084	MINOR EQUIPMENT		\$800.00

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SEE ATTACHMENTS ON PAGES 40 - 44

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

COUNTY COMMISSIONERS:

12. 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 45 - 45

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

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

SEE ATTACHMENTS ON PAGES 46 - 46

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

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

SEE ATTACHMENTS ON PAGES 47 - 47

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

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15. Consider and possibly approve, receive and file Loaned Property Agreement with the U.S. Naval Undersea Museum for the torpedo at Veterans Memorial Park.

SEE ATTACHMENTS ON PAGES 48 - 53

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

16. Consider and possibly approve the appointment of Endreauanna Dre Fowler by Commissioner Sinegal to the Board of Directors for the Spindletop Center to replace Gladdie Fowler, Deceased.

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

17. Receive and file Oath of Office and Statement of Officer for Michael S. Sinegal Commissioner Precinct No. 3.

SEE ATTACHMENTS ON PAGES 54 - 56

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

18. Receive and file Oath of Office and Statement of Officer for Constable Eddie Collins, Constable Precinct 8.

SEE ATTACHMENTS ON PAGES 57 - 58

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

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19. Consider and possibly approve the formation and designation of the Jefferson County Long Term Recovery Group for the purpose of serving Jefferson County in efforts to recover from disasters.

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

20. Consider and possibly approve a Resolution in Opposition to Unfunded Mandates of the Texas Legislature.

SEE ATTACHMENTS ON PAGES 59 - 60

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

21. Receive and file Official Oath of Office and Statement of Officer for Vernon Pierce Commissioner Precinct 1.

SEE ATTACHMENTS ON PAGES 61 - 63

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

22. Consider and possibly approve the submission of an application for Federal COVID-19 related reimbursements.

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

23. Receive and file Oath of Office and Statement of Officer for Allison Nathan Getz Tax Assessor Collector.

SEE ATTACHMENTS ON PAGES 64 - 67

Motion by: Commissioner Weaver

Second by: Commissioner Alfred

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

Action: APPROVED

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ENGINEERING:

24. a) Consider and possibly approve Beall Farms, a Minor Plat of an 11.65 acre tract out of the David Choate Survey Abstract No. 11. This plat is located on Roll Road in Precinct No. 1 and 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 68 - 69

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

25. a) Execute, receive and file Pipeline Permit 01-P-21 to Air Liquide Large Industries U.S. LP to perform maintenance work on existing Nitrogen and Oxygen pipelines crossing 2nd Avenue about 300 feet northeast of Twin City Highway. This project is located in Precinct 2.

SEE ATTACHMENTS ON PAGES 70 - 95

Motion by: Commissioner Sinegal

Second by: Commissioner Weaver

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

Action: APPROVED

HUMAN RESOURCES:

26. Discuss, consider and possibly approve revisions to Covid-19 Leave procedures.

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

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SHERIFF'S DEPARTMENT:

27. Receive and file executed Interlocal Agreement between Liberty County and LaSalle Corrections for housing and care of Liberty County Inmates Pursuant to Texas Government Code Chapter 791.

SEE ATTACHMENTS ON PAGES 96 - 107

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

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

Action: APPROVED

Jeff R. Branick
County Judge



Mailing Address:
P.O. Box 20658
Beaumont, Texas 77720-0658

1/7/2020

✉ (409) 842-8181
☎ (409) 842-2274
✉ selex@setexconstruction.com
✉ setexconstruction.com

Deb Clark
Jefferson County
1139 Pearl
Beaumont, Texas 77701

Project: "Jefferson County Sheriff's Marine Div. [264] Laura Repairs"

Subject: "Proposal"

General Contracting

Dear Ms. Clark

Job Order Contracting

We are pleased to submit our proposal utilizing our 20/017MR-17 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

Facilities Maintenance

- Re-nail and replace damaged deck boards.
- Replace missing Hardie siding and soffit...includes caulking and painting.
- Adjust and re-nail Hardie boards and trims.
- Boat hoists repairs and parts replacement.
- Replace 6 tire bumpers at dock.
- Interior gypsum repairs over door including minimum painting.
- Replace 24 vapor proof lights, reset 2 exterior lights, replace 2 interior strip lights, replace 1 occupancy sensor.

Government

Proposal Cost	\$ 43,206.92
Bond (if applicable)	\$ 1,080.18
Total Price	\$ 44,282.10

Healthcare

Exclusions:

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages.

Corporate

We estimate approximately **fifteen (15)** working days to complete upon material delivery

Education

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Performing Arts

Respectfully submitted,
SETEX Facilities & Maintenance, LLC.


Michael Waidley
Project Manager



Preliminary Estimate, by line item
Lester Renfrow
SETEX Facilities and Maintenance, LLC
20/017MR-17 - 2020 Choice Partners (JOC - IDIQ) Normal - Basic Contract
Year - 2/26/2020 to 2/25/2021
J.C. Sheriff Marine Repairs - 20-0163

Estimator: Lester Renfrow

Summary of tagged estimates...

Division Summary (MF04)	
01 - General Requirements	\$726.49
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	\$8,844.60
07 - Thermal and Moisture Protection	\$586.60
08 - Openings	
09 - Finishes	\$1,660.50
10 - Specialties	
11 - Equipment	\$4,980.00
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	\$412.00
25 - Integrated Automation	
Totaling Components	
Priced Line Items	\$45,687.30
RSMeans BEAUMONT, TX CCI 2020Q3, 85.10%	\$6,897.41
Material, Labor, and Equipment Totals (No Totaling Components)	
Material:	\$21,423.77
Labor:	\$23,870.25
Equipment:	\$393.29
Other:	\$0.01
Laborhours:	273.32
Green Line Items:	\$1,582.64
Grand Total	
	\$34,603.09

Preliminary Estimate, by line item

Estimator: Lester Renfrow	Description	U/M	Quantity	Unit Cost	Total	Book	Combined estimates...
01 - General Requirements							
1 01-54-33-40-6410-3	Rent per week for rent toilet portable chemical	Ea.	1.0000	\$76.12	\$76.12	RSM20FAC E, O&P	P
2 01-54-33-80-3000-1	Hourly operating cost for marine equipment rental, small work boat, gas, 16-foot, Ea.		5.0000	\$12.49	\$62.45	RSM20FAC E, O&P	P
3 01-54-33-80-3000-3	Rent per week for marine equipment rental, small work boat, gas, 16-foot, 50 H.P.	Ea.	1.0000	\$157.92	\$157.92	RSM20FAC E, O&P	P
4 01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear Ea. of, or towed by pickup truck		2.0000	\$215.00	\$430.00	RSM20FAC L.E, O&P	P
01 - General Requirements Total							\$726.49
06 - Wood, Plastics, and Composites							
5 06-11-10-28-0420	Perch or deck framing, treated lumber, decking, 2" x 6" buy 8' pcs 99772* .999741 = 1,993.48	\$F.	1,993.4836	\$3.96	\$7,894.20	RSM20FAC M.L, O&P	P
6 06-11-10-28-0420	Perch or deck framing, treated lumber, decking, 2" x 6" buy 12' pcs 3780 = 240.00	\$F.	240.0000	\$3.96	\$950.40	RSM20FAC M.L, O&P	P
06 - Wood, Plastics, and Composites Total							\$8,844.60
07 - Thermal and Moisture Protection							
7 07-21-16-10-9000	Blanket insulation for floors/ceilings, minimum labor and equipment charge	Job	1.0000	\$170.00	\$170.00	RSM20FAC L, O&P	P
8 07-46-46-10-0325	Fiber cement siding, lap siding, woodgrain texture, 5/16" thick x 6" wide, 4-3/4" exposure	\$F.	36.0000	\$4.83	\$173.88	RSM20FAC M.L, O&P	P
9 07-46-73-10-9000	Soffit, minimum labor/equipment charge	Job	1.0000	\$227.00	\$227.00	RSM20FAC L, O&P	P
10 07-92-13-20-0300	Joint sealants, caulking and sealants, acrylic latex, cartridges, 3/4" x 3/4", in place	L.F.	4.0000	\$3.93	\$15.72	RSM20FAC M.L, O&P	P
07 - Thermal and Moisture Protection Total							\$586.60
09 - Finishes							
11 09-01-70-10-0170	Gypsum wallboard, repairs, cut square, patch, sand and finish, holes, 8" to 12" square	Ea.	3.0000	\$85.50	\$256.50	RSM20FAC M.L, O&P	P
12 09-01-13-42-0600	Paints & coatings, misc. exterior, decking, exterior, sand paint, alloyd, brushwork, S.F. 1 coat exterior decking to match (24+16+72)*2*1.15 = 257.60		257.6000	\$3.92	\$1,009.79	RSM20FAC M.L, O&P	P

Preliminary Estimate, by line item

Estimator: Lester Renfrow
09 - Finishes Combined estimates...

Item	Description	U.M	Quantity	Unit Cost	Total	Book
13 09-91-13-62-0490	Paints & coatings, siding, misc., smooth wood (butt, T&G, beveled, drop, or B&B S.F. siding), primer + 2 coats, exterior latex, brushwork hardie siding (72+10)*1.15 = 94.30		\$4.3000	\$2.14	\$201.80	RSMD20FAC M, L, O&P P
14 09-91-23-72-0840	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, roller hardie soffit 32*1.15 = 36.80	S.F.	36.3000	\$0.88	\$32.38	RSMD20FAC M, L, O&P P
15 09-91-23-72-0840-8300	Paints & coatings, walls & ceilings, interior, for work over 15' high, add (Modified S.F. using 09-91-23-72-8300) hardie soffit 32*1.15 = 36.80	S.F.	36.8000	\$0.09	\$3.31	RSMD20FAC L, O&P P
16 09-91-23-72-0840-8400	Paints & coatings, walls & ceilings, interior, for light textured surfaces, add (Modified using 09-91-23-72-8400) hardie soffit 32*1.15 = 36.80	S.F.	36.8000	\$0.04	\$1.47	RSMD20FAC L, O&P P
17 09-91-23-72-1290	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 3 coats, sand finish, cut-in by brushwork gypsum patches 100*1.15 = 115.00	L.F.	115.0000	\$1.35	\$155.25	RSMD20FAC M, L, O&P P
09 - Finishes Total						\$1,660.50
11 - Equipment						
18 11-13-13-10-0300	Dock bumpers, laminated rubber blocks, 4 1/2" thick x 10" h x 36" long	Ea.	12.0000	\$415.00	\$4,980.00	RSMD20FAC M, L, O&P P
11 - Equipment Total						\$4,980.00
22 - Plumbing						
19 22-11-13-74-1880	Pipe, plastic, PVC, 1" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	L.F.	10.0000	\$28.00	\$280.00	RSMD20FAC M, L, O&P P
20 22-11-13-76-2780	Elbow, 90 Deg., plastic, PVC, white, socket joint, 1", schedule 40	Ea.	2.0000	\$33.00	\$66.00	RSMD20FAC M, L, O&P P
21 22-11-13-76-3400	Coupling, plastic, PVC, white, socket joint, 1", schedule 40	Ea.	2.0000	\$33.00	\$66.00	RSMD20FAC M, L, O&P P
22 - Plumbing Total						\$412.00
26 - Electrical						
22 26-05-90-10-4300	Receptacle devices, residential, decorator style, GFI, type NM cable, 15 amp, incl Ea. box & cover plate		2.0000	\$84.50	\$169.00	RSMD20FAC M, L, O&P P

Preliminary Estimate, by line item

Estimator: Lester Renfrow **Combined estimates...**

26 - Electrical

Item	Description	U/M	Quantity	Unit Cost	Total	Book
23 26-05-90-10-4300-4500	Receptacle devices, residential, weather-proof cover or above receptacles, add (Modified using 26-05-90-10-4500)	Ea.	2.0000	\$25.50	\$51.00	RSM20FAC M, L, O&P P
24 26-09-23-10-0100	Lighting devices, occupancy sensors, passive infrared, ceiling mounted	Ea.	1.0000	\$191.00	\$191.00	RSM20FAC M, L, O&P P
25 26-27-26-20-3110	Wall plate, brown plastic, 1 gang	Ea.	1.0000	\$9.85	\$9.85	RSM20FAC M, L, O&P P
26 26-51-13-50-6100	Fluorescent fixture, interior, vapor tight, surface mounted, R.S., 240W, 4' L, incl. Ea. lamps, mounting hardware and connections	Ea.	24.0000	\$385.00	\$8,760.00	RSM20FAC M, L, O&P P
27 26-51-13-50-6100-1010	Labor adjustment factor (electrical) add to labor for elevated installation (above floor level), 10' to 14.5' high (Modified using 26-01-02-20-1010)	Ea.	24.0000	\$15.30	\$367.20	RSM20FAC L, O&P P
28 26-51-13-55-2020	Interior LED fixtures, strip, surface mounted, 5,000 K, two light bar 4' long, incl. Ea. lamps, mounting hardware and connections	Ea.	2.0000	\$570.00	\$1,140.00	RSM20FAC M, L, O&P P
26 - Electrical Total						\$10,688.05

41 - Material Processing and Handling Equipment

29 41-22-23-10-2200	Hoists, material handling, electric overhead, chain, hook hung, 15' lift, 3 ton capacity	Ea.	2.0000	\$4,200.00	\$8,400.00	RSM20FAC M, O&P P
41 - Material Processing and Handling Equipment Total						
\$8,400.00						

Alternate

30 06-11-10-28-0420	Demo - Porch or deck framing, treated lumber, decking, 2" x 6" buy 12' pcs	\$/F.	204.0000	\$1.60	\$326.40	CUSTOM L, O&P P
<i>(Repriced 12/21/2020)</i>						
Labor Adjustment: 75% of \$2.13 = \$-1.60						
<i>Using O&P Pricing</i>						
Bare Costs: (M:\$1.66 L:\$1.33 E: O:320.00 LH:0.025) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) \$3.96 - \$1.83 = \$2.13 Labor w/CCI = \$2.13 * 100.000% = \$2.13 (3.80)-(3*2) = 204.00						
<i>Using O&P Pricing</i>						
Bare Costs: (M:\$21.00 L:\$40.00 E: O:12.31 LH:0.65) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) \$84.50 - \$23.10 = \$61.40 = \$61.40						
<i>Using O&P Pricing</i>						
Bare Costs: (M:\$21.00 L:\$40.00 E: O:12.31 LH:0.65) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) \$84.50 - \$23.10 = \$61.40 = \$61.40						

Preliminary Estimate, by line item

Estimator: Lester Renfrow		Combined estimates...					
Alternate	Item	Description	UM	Quantity	Unit Cost	Total	Book
		Labor w/CCI = \$61.40 * 100.000% = \$61.40					
32	26-09-23-10-0100	Demo - Lighting devices, occupancy sensors, passive infrared, ceiling mounted	Ea.	1.0000	\$81.38	\$81.38	\$81.38 CUSTOM Gm, L, O&P P
		Labor Adjustment: -75% of \$108.50 = \$81.38					
		Using O&P Pricing					
		Bare Costs: (M:\$75.00 L:\$70.00 E: O:7.00 LH:1.143)					
		O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%)					
		\$191.00 - \$82.50 - \$0.00 = \$108.50					
		Labor w/CCI = \$108.50 * 100.000% = \$108.50					
33	26-51-13-50-6100	Demo - Fluorescent fixture, interior, vapor tight, surface mounted, R.S., 2-40 W, Ea.		24.0000	\$75.58	\$4,213.92	CUSTOM L, O&P P
		4' L, inc lamps, mounting hardware and connections					
		Labor Adjustment: -75% of \$234.10 = \$175.58					
		Using O&P Pricing					
		Bare Costs: (M:\$119.00 L:\$153.00 E: O:3.20 LH:2.500)					
		O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%)					
		\$365.00 - \$130.50 - \$0.00 = \$234.10					
		Labor w/CCI = \$234.10 * 100.000% = \$234.10					
34	26-51-13-55-2020	Demo - Interior LED fixtures, strip, surface mounted, 5,000 K, two light bar 4'	Ea.	2.0000	\$85.13	\$170.26	CUSTOM Gm, L, O&P P
		long, inc lamps, mounting hardware and connections					
		Labor Adjustment: -75% of \$113.50 = \$85.13					
		Using O&P Pricing					
		Bare Costs: (M:\$415.00 L:\$70.00 E: O:7.00 LH:1.143)					
		O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%)					
		\$570.50 - \$456.50 - \$0.00 = \$113.50					
		Labor w/CCI = \$113.50 * 100.000% = \$113.50					
35	CARP	Carpenters - 2015 RSMeans Facilities O&P Rate renting decks	Hour	16.0000	\$76.95	\$1,231.20	CUSTOM L, O&P P
		Alternate Total					\$6,115.26
		Trades					
36	ELEC	Electricians - 2015 RSMeans Facilities O&P Rate reset 2 exterior lights	Hour	2.0000	\$84.70	\$169.40	Trades L, O&P P
37	MILL	Millwrights - 2015 RSMeans Facilities O&P Rate hoist labor...includes demo/repairs	Hour	32.0000	\$77.25	\$2,472.00	Trades L, O&P P
		16*2 = 32.00					
38	SKW/K	Skilled Workers Average (35 trades) - 2015 RSMeans Facilities O&P Rate rental siding and trim	Hour	8.0000	\$79.05	\$632.40	Trades L, O&P P

Preliminary Estimate, by line item

Combined estimates...					
Trades	Item	Description	UM	Quantity	Unit Cost
		Trades Total			\$3,273.80
		Estimate Grand Total			34,603.09

Estimator: Lester Renfrow

Trades



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark 
Purchasing Agent

Date: January 5, 2021

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

January 12, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AIRPORT	SO411502 SCOTT AIRPACK	9561	
AIRPORT	SO411502 SCOTT AIRPACK	9562	
AIRPORT	SO411502 SCOTT AIRPACK	9563	
AIRPORT	6 SCOTT AIR-PAKS WITH CASES	24235	
<i>contact person: Becky Fuseler</i>			
AUDITING	(4) LEGAL FILE CABINETS		
AUDITING	8 TABLE		
AUDITING	TABLE TOPPER		
<i>contact person: Harry Shoppe</i>			
CONSTABLE PCT. 6	TASER X26E	32258	
CONSTABLE PCT. 6	GENESIS HANDHELD RADAR	30690	
CONSTABLE PCT. 6	GENESIS HANDHELD RADAR	30691	
CONSTABLE PCT. 6	IBM WHEELWRITER 2000 TYPEWRITER	9703	
<i>contact person: Samantha Redeaux</i>			
DISTRICT ATTORNEY	2-DRAWER TAN FILE CABINET		
<i>contact person: Dana Rouse</i>			
ENGINEERING	MOTOROLA BARRAGE (2014) FLIP PHONE		
ENGINEERING	(6) VERIZON BOULDER GZ FLIP PHONES		
ENGINEERING	(2) VERIZON PLASTIC CASES FOR FLIP PHONES		
ENGINEERING	(2) VERIZON CELL PHONE CHARGERS		
<i>contact person: Ronney Nedd</i>			
PUBLIC HEALTH DEPARTMENT	LIGHT BROWN TV STAND w/FLYER HOLDERS		
PUBLIC HEALTH DEPARTMENT	MAGNAVOX TV		
PUBLIC HEALTH DEPARTMENT	MAGNAVOX VCR		
<i>contact person: Crystal Jones</i>			

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

January 12, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
J.P. PCT. 1, PL.1	IBM WHEELWRITER III TYPEWRITER		1525
J.P. PCT. 1, PL.1	BROTHER EM811 FAX MACHINE		5466
J.P. PCT. 1, PL.1	CANON P125D CALCULATOR		
<i>contact person: Katie Turner</i>			

Approved by Commissioners' Court: _____



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark 
Purchasing Agent

Date: January 7, 2021

Re: Disposal of Scrap Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

January 12, 2021

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
ROAD & BRIDGE PCT.1	MAULDIN VIBRATORY ROLLER (UNIT E3)		2603
ROAD & BRIDGE PCT.1	MILLER BIG 20 WELDER		3657
ROAD & BRIDGE PCT.1	1998 FORD DIESEL DUMP TRUCK		22521
<i>contact person: Paul Traux</i>			
ROAD & BRIDGE PCT. 4	SCRAP METAL		
<i>contact person: Everette Alfred</i>			

Approved by Commissioners' Court: _____



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SCRAP PROPERTY

Date: December 9, 2020

Department: Road & Bridge Pct. 1

Contact Person: Paul Truax

Phone: 409-835-8442

Fax: 409-752-3087

Department Head Approval: Paul Truax

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
Mauldin Vibratory Roller (Unit E3)		2603	Poor
Miller Big 20 Welder		3657	Poor
1998 Ford Diesel Dump Truck Unit C-12	1FDX80C2WVA01079	22521	Poor



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date:

1/4/2021

Department:

Precinct #4 R&B

Contact Person:

Everette Alfred

Phone:

409-434-5400

Fax:

409-794-2167

Department Head Approval:

Everette Alfred

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
MISC Scrap Metal to be sent to scrap yard	N/A	N/A	N/A

(409) 835-8450 Phone
(409) 839-2350 Fax



1085 Pearl St, Room 103
Beaumont, TX 77701

Jevonne Smith Pollard
Constable, Precinct One

January 6, 2021

To:
Honorable Judge Branick
Members of Commissioner's Court
Patrick Swain, County Auditor

Greetings,

I hope this request finds you all well and in good spirits as we embrace a new year. I am writing you in regards to a budget amendment request because I have lost a unit from my fleet. After speaking with Service Center Director J.Zurita, and he consulting with auditing, it was found that my wrecked unit was not worth repairing and a budget amendment request be made.

I have attached the quote I received from Mr. Zurita, and respectfully ask you and the court to consider replacing my unit. I appreciate your time and consideration in this matter.

Respectfully submitted,

Jevonne "JC" Pollard

A handwritten signature in black ink, appearing to read "Jevonne Pollard".

120-3065-425-6007 # 34,730

120-9999-415-9999

\$34,730

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: JANUARY 6, 2021

The following budget amendment for General Services will provide a total of up to \$156,000 in contributions to the long-term recovery organization as discussed in the January 5, 2021 workshop.

120-1024-419-5077	Contractual Services	\$106,000
120-9999-415-9999	Contingency	\$106,000

JEFFERSON COUNTY LONG TERM RECOVERY GROUP		
ANNUAL BUDGET ALLOCATION		
	BUDGET	
	2021	
Ordinary Income		
5100 - Contributions - Received	\$0.00	Income Projections Unknown
5200 - 10 - Program Income - Housing	\$0.00	
5600 - Interest Income	\$0.00	
Net Restricted Assets	\$0.00	
TOTAL INCOME	\$0.00	
Ordinary Expense		
7020 - Accounting	\$11,400.00	
7030 - Advertising	\$250.00	
7110 - Automobile Expense	\$4,500.00	
7140 - Bank Service Charges	\$250.00	
7150 - Computer Expense	\$1,500.00	
7190 - Contract Labor	\$5,500.00	
7200 - Contributions - Paid Out	\$0.00	
7400 - Insurance Liability (D&O/WC)	\$4,500.00	
0000 - Insurance Medical	\$12,000.00	
7600 - Meals and Entertainment	\$1,000.00	
7735 - Office Supplies	\$3,600.00	
7741 - Payroll Expense - Executive Director	\$65,000.00	
7741 - Payroll Expense - Admin Assistant	\$37,000.00	
7741 - Payroll Expense - Case Manager	\$25,000.00	
7742 - Payroll Expense - Employer Payroll Tax	\$9,800.00	
7760 - Postage and Shipping	\$75.00	
7775 - Office Rent	\$11,400.00	
0000 - Retirement Plan	\$12,700.00	
7930 - Telephone	\$500.00	
7955 - Training	\$1,000.00	
7960 - Travel	\$500.00	
7990 - Website	\$1,000.00	
TOTAL EXPENSES	\$208,475.00	
NET REVENUE	(\$208,475.00)	



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 12th day of January, 2021, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, The Commissioner's Court of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas to apply for the FEMA 2020 Flood Mitigation Assistance Grant via the Texas Water Development Board.

WHEREAS, The Commissioners Court of Jefferson County Texas designates Patrick Swain, County Auditor, to be the Sub-Recipient Authorized Representative to apply for the grant via the FEMA GO online portal on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Commissioners Court of Jefferson County, Texas approves submission of the FEMA 2020 Flood Mitigation Assistance Grant via the Texas Water Development Board and approves this submission via the FEMA GO portal.

SIGNED this 12th day of January, 2021.


JUDGE JEFF R. BRANICK
 County Judge



//ABSENT
COMMISSIONER VERNON PIERCE
 Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3


COMMISSIONER BRENT A. WEAVER
 Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everette Alfred
DATE: January 5, 2021
RE: **Transfer Funds – Out of Series**

Please transfer the following into account # 114-0402-431.50-77 (Contractual Service):

- **\$1,000** from account # 114-0402-431.30-80 (Cover Stone) for additional cost of Contractual Service.

Thank you.

EA/nr

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
TRI-CITY COFFEE SERVICE	274.00	478706	274.00**
ROAD & BRIDGE PCT. # 3			
ENTERGY W. JEFFERSON COUNTY M.W.D.	443.26 27.67	478672 478708	470.93**
ROAD & BRIDGE PCT.#4			
CITY OF BEAUMONT - LANDFILL BEAUMONT TRACTOR COMPANY T. JOHNSON INDUSTRIES, INC. MUNRO'S PARTS EXCHANGE COMPANY, INC. SANITARY SUPPLY, INC. W. JEFFERSON COUNTY M.W.D. MARTIN PRODUCT SALES LLC INTERSTATE ALL BATTERY CENTER - BMT ON TIME TIRE O'REILLY AUTO PARTS GULF COAST	296.50 320.61 6.00 163.18 150.00 35.13 125.22 180.00 309.90 110.00 15.98 201.93	478654 478657 478677 478682 478686 478692 478708 478754 478761 478777 478799 478806	296.50 320.61 6.00 163.18 150.00 35.13 125.22 180.00 309.90 110.00 15.98 201.93
ENGINEERING FUND			1,914.45**
BRADLEY STAFFORD	100.00	478779	100.00**
PARKS & RECREATION			
CITY OF BEAUMONT - WATER DEPT. AT&T W. JEFFERSON COUNTY M.W.D.	201.58 30.97 55.34	478660 478697 478708	287.89**
GENERAL FUND			
TAX OFFICE			
OFFICE DEPOT AT&T DEPARTMENT OF INFORMATION RESOURCES UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE JEFFERSON COUNTY CREDIT CARDS FASTSIGNS -NEDERLAND/PORT ARTHUR	229.99 116.85 .03 1,171.92 40.00 213.95 175.00	478685 478697 478720 478730 478731 478768 478808	229.99 116.85 .03 1,171.92 40.00 213.95 175.00
COUNTY HUMAN RESOURCES			1,487.76*
UNITED STATES POSTAL SERVICE JEFFERSON COUNTY CREDIT CARDS SOUTHEAST TEXAS OCCUPATIONAL MEDICI	12.42 250.00 25.00	478730 478768 478793	287.42*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE KATRENA MCDONALD	29.95 89.07 .92 27.60	478695 478716 478730 478802	147.54*
COUNTY CLERK			
OFFICE DEPOT TAC - TEXAS ASSN. OF COUNTIES UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE	170.03 125.00 189.35 44.00	478685 478699 478730 478731	528.38*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE JAN GIROUARD & ASSOCIATES LLC	42 600.00	478730 478792	600.42*
RISK MANAGEMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
SHI GOVERNMENT SOLUTIONS, INC.	790.74	478737	790.74*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	12.39	478730	12.39*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	478758	
FUNCTION 4 LLC	717.37	478794	1,216.37*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	598.55	478667	
PORT ARTHUR NEWS, INC.	425.76	478689	
PORT ARTHUR NEWS, INC.	174.00	478690	
REGION V EDUCATION SERVICE CENTER	300.00	478691	
UNITED STATES POSTAL SERVICE	4.82	478730	1,503.13*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	25.00	478676	
TRIANGLE COMPUTER & TELEPHONE	25.00	478705	
INTERFACE EAP	1,351.35	478713	
ADVANCED STAFFING	58.50	478714	
VERIZON WIRELESS	303.94	478728	
TEXAS COMMISSION ON ENVIRONMENTAL	100.00	478743	
ARMOR SHRED	3,132.15	478759	
JEFFERSON COUNTY CREDIT CARDS	916.48	478768	
SPOK INC	3.00	478784	5,915.42*
DATA PROCESSING			
HAWKEYE INFORMATION SYSTEMS, INC.	750.00	478650	
DELL MARKETING L.P.	1,167.84	478664	
OFFICE DEPOT	148.71	478685	
CDW COMPUTER CENTERS, INC.	2,050.72	478716	
SHI GOVERNMENT SOLUTIONS, INC.	359.37	478737	
JEFFERSON COUNTY CREDIT CARDS	325.09	478768	
SPOK INC	12.29	478784	4,814.02*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	111.37	478730	111.37*
ELECTIONS DEPARTMENT			
HART INTER CIVIC	72,136.00	478674	
DEPARTMENT OF INFORMATION RESOURCES	:56	478720	
AT&T MOBILITY	2,117.30	478789	74,253.86*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	11.42	478730	
JEFFERSON COUNTY CREDIT CARDS	545.00	478768	556.42*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	85.15	478730	85.15*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	478652	
DAVID W BARLOW	4,375.00	478656	
DONALD W. DUESLER & ASSOC.	8,750.00	478666	
MARSHA NORMAND	8,750.00	478683	
OFFICE DEPOT	85.76	478685	
KEVIN PAULA SEKALY PC	8,750.00	478693	
KEVIN S. LAINE	2,437.50	478715	41,898.26*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	44.73	478735	

NAME	AMOUNT	CHECK NO.	TOTAL
TONYA JACKSON	465.00	478752	509.73*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE			
LEXIS-NEXIS	76.00	478730 478732	76.42*
172ND DISTRICT COURT			
LEXIS-NEXIS	160.00	478733	160.00*
252ND DISTRICT COURT			
DAVID W BARLOW	4,375.00	478656	
EDWARD B. GRIPON, M.D., P.A.	595.00	478671	
OFFICE DEPOT	99.99	478685	
SOUTHWEST BUILDING SYSTEMS	447.13	478696	
MIKE VAN ZANDT	8,750.00	478707	
KEVIN S. LAINE	2,437.50	478715	
CHARLES ROJAS	8,750.00	478719	
UNITED STATES POSTAL SERVICE	8.06	478730	
ALLEN PARKER	8,750.00	478764	
JEFFERSON COUNTY CREDIT CARDS	65.00	478768	
279TH DISTRICT COURT			34,277.68*
LEXIS-NEXIS	80.00	478732	
P DEAN BRINKLEY	20.00	478765	
REALTIME REPORTING SERVICES INC.	3,630.90	478772	3,730.90*
317TH DISTRICT COURT			
DAVID GROVE	740.00	478652	
PHILLIP DOWDEN	650.00	478653	
THOMAS J. BURBANK PC	1,050.00	478658	
LAIRON DOWDEN, JR.	1,375.00	478665	
LANGSTON ADAMS	875.00	478740	
JONATHAN L. STOVALL	500.00	478771	
PATRICIA VELASCO	2,465.42	478790	
JUSTICE COURT-PCT 1 PL 1			7,655.42*
UNITED STATES POSTAL SERVICE			
CLASSIC FORMS AND PRODUCTS	24.62	478730	
	198.00	478742	222.62*
JUSTICE COURT-PCT 1 PL 2			
TAC - TEXAS ASSN. OF COUNTIES	165.00	478700	165.00*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.25	478720	.25*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	25.81	478730	25.81*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.25	478720	.25*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	77.05	478731	77.05*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.61	478730	4.61*
COUNTY COURT AT LAW NO. 2			
EDWARD B. GRIPON, M.D., P.A.	595.00	478671	
UNITED STATES POSTAL SERVICE	18.86	478730	

NAME	AMOUNT	CHECK NO.	TOTAL
SIERRA SPRING WATER CO. - BT	32.75	478734	
ANTOINE FREEMAN	250.00	478756	
LAURIE PEROZZO	400.00	478763	
BYNUM LAW PLLC	300.00	478811	
COUNTY COURT AT LAW NO. 3			1,596.61*
THOMAS J. BURBANK PC	400.00	478658	
OFFICE DEPOT	65.54	478685	
UNITED STATES POSTAL SERVICE	16.34	478730	
COURT MASTER			481.88*
UNITED STATES POSTAL SERVICE	.50	478730	
KENT W JOHNS	1,000.00	478773	
THOMSON REUTERS-WEST	54.00	478782	
RICHARD D HUGHES ATTORNEY AT LAW	2,000.00	478815	
COMMUNITY SUPERVISION			3,054.50*
DELL MARKETING L.P.	2,335.68	478664	
SHERIFF'S DEPARTMENT			2,335.68*
CITY OF NEDERLAND	20.90	478662	
AT&T	36.37	478697	
DEPARTMENT OF INFORMATION RESOURCES	537.78	478720	
UNITED STATES POSTAL SERVICE	8.20	478730	
SHI GOVERNMENT SOLUTIONS, INC.	527.16	478737	
JEFFERSON COUNTY CREDIT CARDS	33.77	478768	
NOBLE	150.00	478796	
CRIME LABORATORY			1,314.18*
W.W. GRAINGER, INC.	37.97	478670	
JAIL - NO. 2			37.97*
BOB BARKER CO., INC.	2,065.13	478655	
COASTAL WELDING SUPPLY	295.35	478663	
ENTERGY	27,208.81	478672	
OFFICE DEPOT	199.99	478685	
SANITARY SUPPLY, INC.	1,077.69	478692	
DEPARTMENT OF INFORMATION RESOURCES	1.34	478720	
LOWE'S HOME CENTERS, INC.	578.54	478738	
JEFFERSON COUNTY CREDIT CARDS	29.98	478768	
SAM'S CLUB DIRECT	444.16	478778	
MATERA PAPER COMPANY INC	5,700.68	478781	
GALLS LLC	302.45	478786	
THE MONOGRAM SHOP	15.00	478795	
BEARCOM / KAY ELECTRONICS	1,000.00	478804	
TRINITY SERVICES GROUP INC	22,962.08	478805	
VICTORY SUPPLY LLC	120.00	478807	
JUVENILE PROBATION DEPT.			62,001.20*
FED EX	35.42	478668	
OFFICE DEPOT	269.13	478685	
CHERYL TARVER	57.50	478712	
UNITED STATES POSTAL SERVICE	.84	478730	
TANISHA GRIFFIN	161.58	478785	
ROXANA MITCHELL	136.85	478787	
JUVENILE DETENTION HOME			661.32*
ENTERGY	3,571.70	478672	
AT&T	709.21	478697	
FLOWERS FOODS	122.64	478745	
BEN E KEITH FOODS	3,955.54	478747	
A1 FILTER SERVICE COMPANY	367.58	478775	
CONSTABLE PCT 1			8,726.67*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	6.70	478730	6.70*
CONSTABLE-PCT 2			
JEFFERSON CTY. PEACE OFFICERS ASSOC OFFICE DEPOT TAC - TEXAS ASSN. OF COUNTIES THE PRODUCTIVITY CENTER	105.00 54.16 165.00 162.00	478651 478685 478702 478736	486.16*
CONSTABLE-PCT 4			
SANITARY SUPPLY, INC.	33.84	478692	33.84*
CONSTABLE-PCT 6			
OFFICE DEPOT TAC - TEXAS ASSN. OF COUNTIES UNITED STATES POSTAL SERVICE	114.14 200.00 6.17	478685 478701 478730	320.31*
CONSTABLE PCT. 7			
TAC - TEXAS ASSN. OF COUNTIES	130.00	478703	130.00*
COUNTY MORGUE			
SALAM INTERNATIONAL	1,098.40	478721	1,098.40*
AGRICULTURE EXTENSION SVC			
JEFFERSON COUNTY CREDIT CARDS	115.68	478768	115.68*
HEALTH AND WELFARE NO. 1			
PETTY CASH - N C WELFARE MCKESSON MEDICAL-SURGICAL INC UNITED STATES POSTAL SERVICE RACHEL DRAGULSKI JESSICA RAWLINSON BONNIE SWAIN NUANCE COMMUNICATIONS, INC ESEA D EDE MD	36.25 762.00 45.98 97.95 89.00 97.95 118.50 2,932.58	478687 478718 478730 478739 478744 478766 478803 478812	4,180.21*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC. KIRKSEY'S SPRINT PRINTING OFFICE DEPOT UNITED STATES POSTAL SERVICE NUANCE COMMUNICATIONS, INC ESEA D EDE MD	1,500.00 24.95 361.88 170.15 118.50 2,932.58	478669 478678 478685 478731 478803 478812	5,108.06*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES TEXAS ON-SITE WASTEWATER TREATMENT	.02 149.00	478720 478769	149.02*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP CARDINAL HEALTH 110 INC CORLISS R RANDLE	3,773.00 44,764.78 3,450.00	478757 478783 478800	51,987.78*
MAINTENANCE-BEAUMONT			
W.W. GRAINGER, INC. M&D SUPPLY SANITARY SUPPLY, INC. ACE IMAGEWEAR AT&T WORTH HYDROCHEM DEPARTMENT OF INFORMATION RESOURCES TEXAS FIRE & COMMUNICATIONS CENTERPOINT ENERGY RESOURCES CORP	775.82 160.42 1,183.15 218.65 1,083.61 265.00 643.50 190.00 4,548.82	478670 478680 478692 478694 478697 478710 478720 478722 478749	

NAME

AMOUNT

CHECK NO.

TOTAL

KWP TELECOM LLC	500.00	478788	
AT&T	16,062.50	478791	25,631.47*
MAINTENANCE-PORT ARTHUR			
CITY OF BEAUMONT - WATER DEPT.	598.75	478659	
CITY OF PORT ARTHUR - WATER DEPT.	117.31	478661	
DEPARTMENT OF INFORMATION RESOURCES	.35	478720	
TEXAS GAS SERVICE	514.27	478741	1,230.68*
MAINTENANCE-MID COUNTY			
AT&T	713.34	478697	
W. JEFFERSON COUNTY M.W.D.	80.86	478708	794.20*
SERVICE CENTER			
J.K. CHEVROLET CO.	3,368.42	478675	
MUNRO'S	254.76	478682	
PHILPOTT MOTORS, INC.	26.22	478688	
JEFFERSON CTY. TAX OFFICE	7.50	478723	
JEFFERSON CTY. TAX OFFICE	7.50	478724	
JEFFERSON CTY. TAX OFFICE	7.50	478725	
JEFFERSON CTY. TAX OFFICE	7.50	478726	
BUMPER TO BUMPER	1,340.22	478748	
MIGHTY OF SOUTHEAST TEXAS	1,960.17	478774	
EASTEX PRESSURE WASHERS	378.00	478776	
THE GOODYEAR TIRE & RUBBER COMPANY	2,784.00	478798	10,141.79*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	3.80	478730	
UNITED STATES POSTAL SERVICE	4.05	478731	7.85*
MOSQUITO CONTROL FUND			362,746.55**
AT&T	34.95	478697	
TIME WARNER COMMUNICATIONS	106.17	478704	141.12**
FEMA EMERGENCY			
JORDYN ROBERTS	337.50	478809	
TRAVIS COUNTY	86,206.11	478814	86,543.61**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,241.00	478810	1,241.00**
SECURITY FEE FUND			
SMITHS DETECTION	6,403.47	478780	6,403.47**
LAW LIBRARY FUND			
LEXIS-NEXIS	401.00	478732	401.00**
EMPG GRANT			
JEFFERSON COUNTY CREDIT CARDS	1,404.78	478768	
FUNCTION 4 LLC	163.94	478794	1,568.72**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	65.01	478727	65.01**
COMMUNITY SUPERVISION FND			
DEPARTMENT OF INFORMATION RESOURCES	.74	478720	
UNITED STATES POSTAL SERVICE	120.25	478730	
UNITED STATES POSTAL SERVICE	237.85	478731	
JCCSC	364.00	478770	722.84**
JEFF. CO. WOMEN'S CENTER			

NAME	AMOUNT	CHECK NO.	TOTAL
KOMMERCIAL KITCHENS	424.31	478679	
M&D SUPPLY	119.99	478680	
MARKET BASKET	5.99	478681	
OFFICE DEPOT	57.27	478685	
SYSCO FOOD SERVICES, INC.	1,237.18	478698	
PETTY CASH - RESTITUTION I	110.00	478711	
DEPARTMENT OF INFORMATION RESOURCES	.04	478720	
TEXAS FIRE & COMMUNICATIONS	95.00	478722	
BEN E KEITH FOODS	1,230.86	478746	
CENTERPOINT ENERGY RESOURCES CORP	283.70	478749	
SAM'S CLUB DIRECT	36.92	478778	
MATERA PAPER COMPANY INC	59.57	478781	
SPOK INC	16.68	478784	
			3,677.51**
LAW OFFICER TRAINING GRT			
ENTERGY	150.86	478672	
ENTERGY	25.73	478673	
JEFFERSON COUNTY CREDIT CARDS	582.50	478768	
			759.09**
DRUG INTERVENTION COURT			
LAND MANOR, INC.	592.00	478717	
			592.00**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	76.37	478659	
MUNRO'S	72.65	478682	
WILDSEED FARMS	207.88	478709	
DEPARTMENT OF INFORMATION RESOURCES	.67	478720	
ATTABOY TERMITES & PEST CONTROL	70.00	478762	
FUNCTION 4 LLC	64.75	478794	
			492.32**
CAPITAL PROJECTS FUND			
SE TEX CONSTRUCTION CORPORATION	40,255.98	478755	
AIRPORT FUND			
JEFFERSON COUNTY CREDIT CARDS	47.93	478768	
			47.93**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	23,362.38	478751	
RELIANCE STANDARD LIFE INSURANCE	5,851.94	478753	
EXPRESS SCRIPTS INC	88,626.30	478797	
NEUROMUSCULAR CORPORATE SOLUTIONS	15,599.25	478801	
			133,439.87**
SETEC FUND			
LOOPNET	1,968.63	478760	
			1,968.63**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,450.59	478750	
			3,450.59**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	13,820.00	478631	
CLEAT	324.00	478632	
JEFFERSON CTY. TREASURER	14,686.58	478633	
RON STADTMUELLER - CHAPTER 13	182.31	478634	
INTERNAL REVENUE SERVICE	208.00	478635	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,300.00	478636	
JEFFERSON CTY. COMMUNITY SUP.	8,843.47	478637	
JEFFERSON CTY. TREASURER - HEALTH	544,879.09	478638	
JEFFERSON CTY. TREASURER - PAYROLL	1,895,893.45	478639	
JEFFERSON CTY. TREASURER - PAYROLL	687,996.47	478640	
MONY LIFE INSURANCE OF AMERICA	72.54	478641	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,010.91	478642	
JEFFERSON CTY. TREASURER - TCDRS	759,386.48	478643	
JEFFERSON COUNTY TREASURER	2,830.86	478644	
JEFFERSON COUNTY - TREASURER -	8,049.91	478645	

NAME

AMOUNT

CHECK NO.

TOTAL

NECHES FEDERAL CREDIT UNION	38,746.30	478646	
JEFFERSON COUNTY - NATIONWIDE	61,403.15	478647	
JOHN TALTON	600.00	478648	
INVESCO INVESTMENT SERVICES, INC	1,444.99	478649	
BRIC/FMA GRANT			4,045,678.51**
TIDAL BASIN GOVERNMENT CONSULTING	11,793.75	478813	
			11,793.75**
			4,705,036.77***

58th District Court

Memo

To: COMMISSIONERS COURT

From: KENT WALSTON, 58th District Court

Date: January 7, 2021

Re: Budget Transfers



The following budget transfer is necessary for 58th District Court to purchase a laptop. Please call if you have any questions.

To:	120-2033-412-6002	Capital - Laptop	\$1431.42
From:	120-2033-412-3078 120-2033-412-3084	Office Supplies Minor Equipment	\$ 631.42 \$ 800.00

TOTAL \$1431.42

41



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000076366883.1	Sales Rep	Andres Klopp
Total	\$1,167.84	Phone	(800) 456-3355, 6180203
Customer #	530018967807	Email	Andres_Klopp@Dell.com
Quoted On	Jan. 06, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Feb. 05, 2021		JEFFERSON COUNTY
Deal ID	15402708		1149 PEARL ST
			7TH FL
			BEAUMONT, TX 77701-3635

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Andres Klopp

Shipping Group

Shipping To	Shipping Method
RECIIEVING DEPT JEFFERSON COUNTY 1149 PEARL ST COURTHOUSE 6TH FL BEAUMONT, TX 77701-3634 (409) 835-8593	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 5510	\$1,089.63	1	\$1,089.63
Dell Pro Briefcase 15 (PO1520C)	\$38.02	1	\$38.02
Dell USB Slim DVD±RW drive - DW316	\$40.19	1	\$40.19

Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Dell Latitude 5510 SRV	658-BESB	-	1	-
Direct Ship Info	340-AAPP	-	1	-
MIX SHIP Config (DAO/BCC)	340-CQGC	-	1	-
No Option Included	340-ACQQ	-	1	-
No Resource USB Media	430-XXYG	-	1	-
No ENERGY STAR Qualified	387-BBCE	-	1	-
BTO Standard Shipment (S)	800-BBQN	-	1	-
No UPC Label	389-BCGW	-	1	-
No Removable CD/DVD Drive	429-AATO	-	1	-
Latitude 5510 Bottom Door	321-BFIZ	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-
System Box Asset Label	365-0538	-	1	-
		Qty		Subtotal
Dell Pro Briefcase 15 (PO1520C)		\$38.02	1	\$38.02
Estimated delivery if purchased today:				
Jan. 14, 2021				
Contract # C000000006841				
Customer Agreement # DIR-TSO-3763				
Description	SKU	Unit Price	Qty	Subtotal
Dell Pro Briefcase 15 (PO1520C)	460-BCMU	-	1	-
		Qty		Subtotal
Dell USB Slim DVD±RW drive - DW316		\$40.19	1	\$40.19
Estimated delivery if purchased today:				
Jan. 14, 2021				
Contract # C000000006841				
Customer Agreement # DIR-TSO-3763				
Description	SKU	Unit Price	Qty	Subtotal
Kit - Dell USB Slim DVD+/-RW Drive - DW316 - SnP	429-AAUQ	-	1	-
		Subtotal:		\$1,167.84
		Shipping:		\$0.00
		Estimated Tax:		\$0.00
		Total:		\$1,167.84

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSAlesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

[^]Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



Pricing Proposal
 Quotation #: 19787125
 Created On: 12/7/2020
 Valid Until: 12/31/2020

County of JEFFERSON

Vanessa Lachney

1149 Pearl Street 6th Floor
 Beaumont, TX 77701
 United States
 Phone: (409) 835-8447
 Fax: (409) 839-2388
 Email: vlachney@co.jefferson.tx.us

IAM

Gregory Gonedes

SHI Government Solutions
 3828 Pecana Trail
 Austin, TX 78749
 Send PO's to: Texas@shi.com
 8008706079
 5127320232
 Phone: 800-870-6079
 Fax: 512-732-0232
 Email: gregory_gonedes@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Office 2019 Sngl MVL 1License Microsoft - Part#: 021-10626 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	1	\$263.58	\$263.58
		Subtotal	\$263.58
		Shipping	\$0.00
		Total	\$263.58

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address, Quote Number, and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Resolution

STATE OF TEXAS

§

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 12th day of January, 2021, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

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

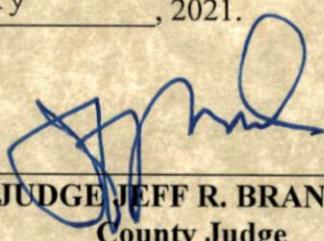
WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on March 13, 2020; and

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;

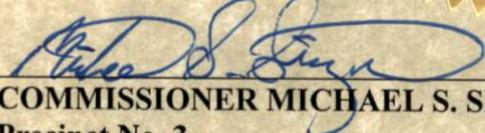
NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on March 13, 2020.

SIGNED this 12th day of January, 2021.


JUDGE JEFF R. BRANICK
County Judge



//ABSENT
COMMISSIONER VERNON PIERCE
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

§

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 12th day of January, 2021, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette Alfred, Commissioner of Precinct No. 4, 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 12th day of January, 2021.

JUDGE JEFF R. BRANICK
County Judge



//ABSENT

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

Brent A. Weaver
COMMISSIONER BRENT A. WEAVER
Precinct No. 2

Everette D. Alfred
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

§

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 12th day of January, 2021, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette Alfred, Commissioner of Precinct No. 4, 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

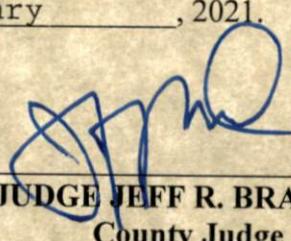
WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on October 8, 2020; and

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.

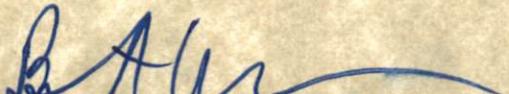
SIGNED this 12th day of January, 2021.


JUDGE JEFF R. BRANICK
 County Judge

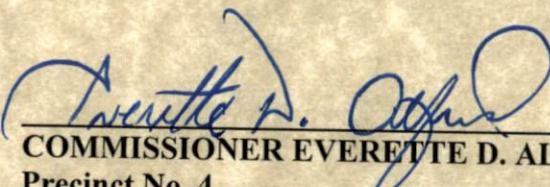


/ABSENT

COMMISSIONER VERNON PIERCE
 Precinct No. 1

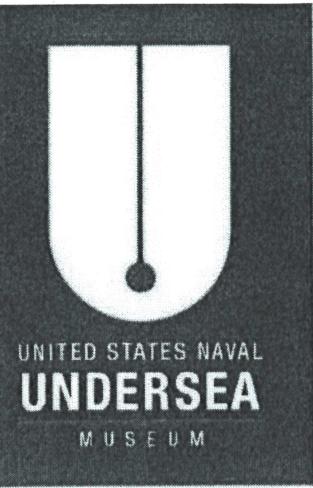

COMMISSIONER BRENT A. WEAVER
 Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

**AGENDA ITEM****January 12, 2021**

Consider and possibly approve, receive and file Loaned Property Agreement with the U.S. Naval Undersea Museum for the torpedo at Veterans Memorial Park.



CERTIFICATION OF LOANED GOVERNMENT PROPERTY

I certify that the government property listed below is still required, displayed, and maintained in a clean and safe condition according to the U.S. Naval Undersea Museum's Outgoing Loan Policy:

Accession Number	Description of Artifact	Artifact Serial #
NUM.2005.036.002	MK 16 Mod 7 Torpedo	N/A

1103 Hunley Road, Silverdale, WA 98315

p. (360) 396-4148 f. (360) 396-7944

www.navalunderseamuseum.org

Signature: Fred Jackson

Date: 1/16/21

Organization: JEFFERSON COUNTY, TEXAS

Annual Visitation: UNKNOWN

Name: FRED JACKSON

Title: STAFF ATTORNEY

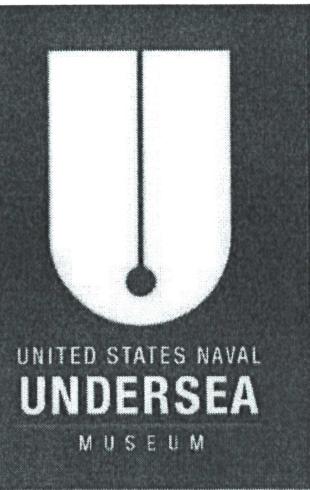
Address: 1149 PEARL, 4TH FLOOR
BEAUMONT, TX 77701

Email: f.jackson@co.jefferson.tx.us

Telephone: 409-835-8466

Fax: 409-839-2311

Please email or enclose a color photograph taken within the last 60 days that shows the entire artifact or the entire artifact in multiple, overlapping shots. (If emailing the photograph, please send to beth.sanders@navy.mil). If the artifact is no longer needed for exhibit, please contact Collections Manager Beth Sanders immediately at 360-315-1179 or beth.sanders@navy.mil



January 4, 2021

Mr. Fred L. Jackson, Staff Attorney
Jefferson County, Texas
P.O. Box 4025
Beaumont, Texas 77704

1103 Hunley Road, Silverdale, WA 98315
p. (360) 396-4148 f. (360) 396-7944
www.navalunderseamuseum.org

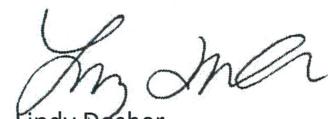
Enclosed you will find a Certification of Loaned Government Property form pertaining to the MK 16 Mod 7 torpedo on loan to your organization from the U.S. Naval Undersea Museum (USNUM).

Please sign the document and return it via email with a photograph of each object by March 1, 2021. As a reminder, please photograph each artifact in their entirety. If you are unable to capture the whole artifact in one photograph, please send multiple, overlapping shots so the entire artifact can be seen.

The torpedo remains the property of the U.S. Navy and the U.S. Naval Undersea Museum. USNUM is the asset manager for this item, and will continue to inventory it on an annual basis. Should your organization experience difficulty maintaining the torpedo, or if you decide you no longer require it, your organization will be responsible for returning it to the U.S. Naval Undersea Museum.

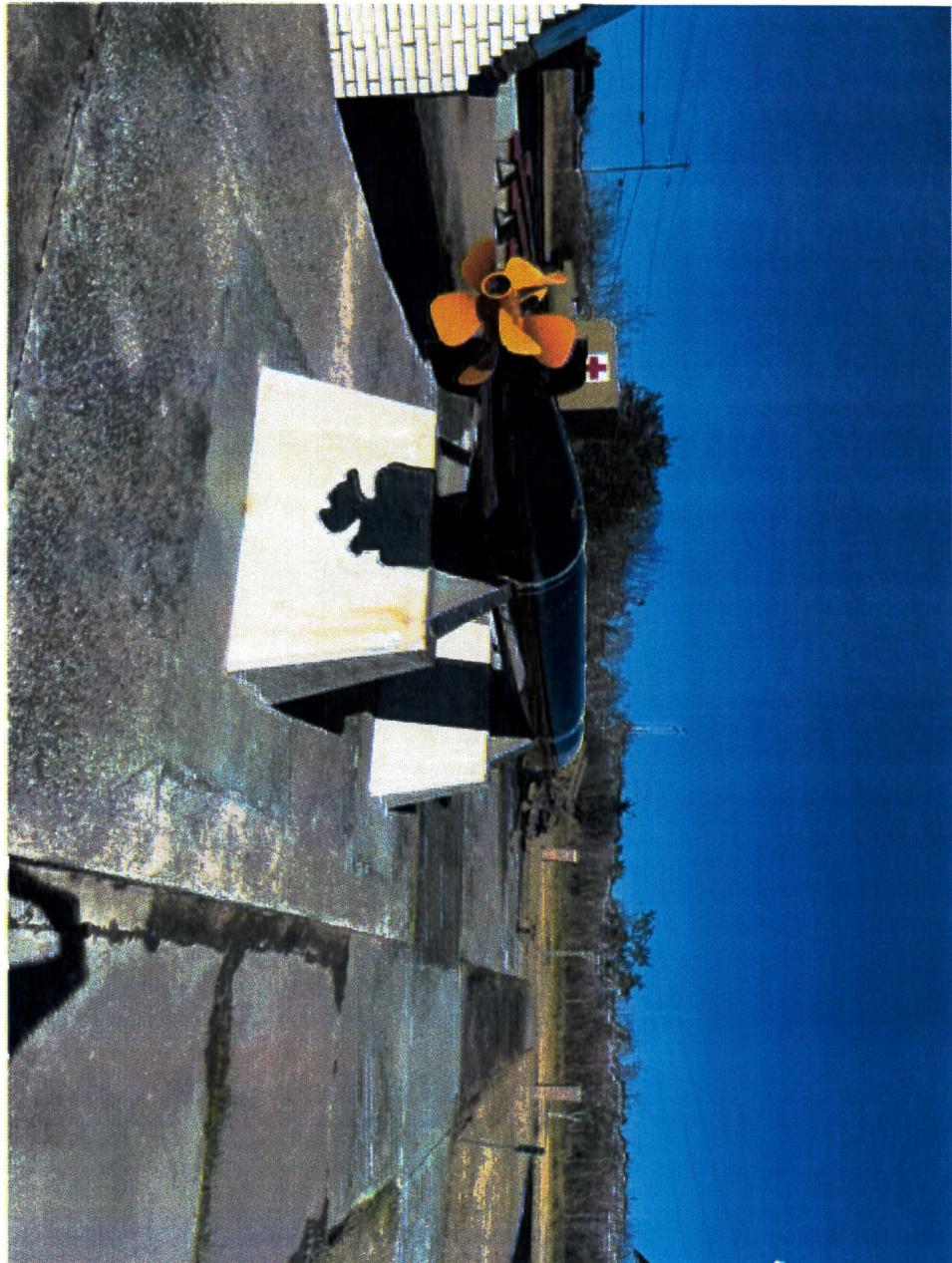
If you have any questions, please contact Collections Manager Beth Sanders at 360-315-1179 or by e-mail at beth.sanders@navy.mil.

Sincerely,


Lindy Dosher
Director







**AGENDA ITEM****January 12, 2021**

Receive and file Oath of Office and Statement of Officer for Michael S. Sinegal Commissioner Precinct No. 3.

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Michael S. Sinegal, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Jefferson County Commissioner Pct.#3 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God. I furthermore do solemnly swear that I will not be interested, directly or indirectly, in a contract with or claim against the County except a contract or claim expressly authorized by law, or a warrant issued to the Judge or Commissioner Michael S. Sinegal as a fee of office, so help me God.

Certification of Person Authorized to Administer Oath

State of TexasCounty of JeffersonSworn to and subscribed before me on this 6 day of January, 2021.

(Affix Notary Seal,
 only if oath
 administered by a
 notary.)

A large, stylized handwritten signature, likely belonging to a notary public or someone authorized to administer oaths.

Signature of Notary Public or
 Signature of Other Person Authorized to Administer An
 Oath

Marc DeRouen
 Printed or Typed Name
 Justice of the Peace #2

Form #2201 Rev. 10/2011

This space reserved for office
use

Submit to:
SECRETARY OF STATE
 Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

**STATEMENT OF OFFICER****Statement**

I, Michale S. Sinegal, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Jefferson County Commissioner Pct. #3

City and/or County: Jefferson County

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: Dec. 31, 2020

Donald J. Floyd
Signature of Officer

Donald J. Floyd, Senior District Judge

Revised 10/2011

01/04/2021 09:11 4096392394

COUNTYCLERK

PAGE 02

2 pgs
OATH

2021000367

Form #2204 Rev 9/2017

Submit to:
SECRETARY OF STATE
 Government Filings Section
 P O Box 12887
 Austin, TX 78711-2887
 512-463-6334
 FAX 512-463-5569
 Filing Fee: None

This space reserved for office use



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, EDDIE J. COLLINS, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of CONSTABLE, PRECINCT EIGHT of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of TEXASCounty of JEFFERSONSworn to and subscribed before me on this 4TH day of JANUARY, 20 21.

(Affix Notary Seal,
 only if oath
 administered by a
 notary.)

Signature of Notary Public or
 Signature of Other Person Authorized to Administer An
 Oath

Printed or Typed Name



FRANCES LISABETH GRIFFIN
 Notary Public, State of Texas
 Comm. Expires 11-10-2021
 Notary ID# 13134703-2

01/04/2021 09:11 4098392394

COUNTYCLERK

PAGE 01

Form #2201 Rev. 05/2020
 Submit to:
SECRETARY OF STATE
 Government Filings
 Section P O Box 12887
 Austin, TX 78711-2887
 512-463-6334
 512-463-5569 - Fax
 Filing Fee: None

**STATEMENT OF OFFICER****Statement**

I, EDDIE J. COLLINS, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: CONSTABLE PRECINCT EIGHT

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: JANUARY -4TH-2021

Eddie J. Collins
 Signature of Officer

Form 2201

2

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry

Carolyn L. Guidry, County Clerk
 Jefferson County, Texas

January 05, 2021 09:29:40 AM

FEE \$0.00

2021000367

Return To
 JEFFERSON COUNTY CONSTABLE PCT 8
 CALL FOR PU 8311
 PORT ARTHUR, TX 77642



Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12th day of January, 2021, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

Opposition to Unfunded Mandates

WHEREAS, Texas counties are responsible for the operation and management of many and various governmental programs as required or authorized by state law; and

WHEREAS, some county government programs are fully or partially supported with funds disbursed by the State of Texas pursuant to the state appropriations process; and

WHEREAS, the State of Texas, acting through the Texas Legislature or through a state agency or executive order, may enact laws or promulgate rules that have the effect of imposing mandatory financial obligations upon Texas counties; and

WHEREAS, the State of Texas is proposing to prohibit any use of county funds for collective legislative communication, including nonprofit associations, which would require all county officials to separately analyze 7,000 bills without the benefit of assistance of outside legislative professionals and effectively silence small to medium size counties; and

WHEREAS, the State of Texas, through the Texas Legislature or through a state agency or executive order, mandates that counties implement certain governmental programs or perform certain duties and obligations including financial commitments by a county to expend county funds in connection therewith; and

WHEREAS, during each regular session of the Texas Legislature, all state funds that support county programs are reviewed through the state appropriation process and by other state budgetary review systems; and

WHEREAS, the aforementioned review process may result in a reduction, or cessation, of state financial support of county government programs causing an unforeseeable disruption and reduction of the county budget and operations; and

WHEREAS, Texas counties cannot achieve reliable financial planning and the necessary bond ratings sufficient to support county-related obligations when the state mandates a new program that is not fully funded or under conditions where the state or reduces or fully withdraws prior funding and disbursement for county government programs; and

WHEREAS, substantial funding is mandated from county taxpayers and diverted every year from local services for the benefits for citizens of Jefferson County to support these mandatory financial obligations imposed by the State of Texas including in the most recent year:

\$1,587,725 to support appointment in criminal cases;

\$166,453 to support appointment of attorneys in Child Protective Services (CPS) cases;

\$7,717,318 to support and maintain state prisoners in county jails pending transfer to the Texas Department of Criminal Justice, according to regulations imposed by the Texas Jail

Standards Commission;

\$36,313 to fund the State Judicial System;

\$679,892 to fund operations of the Central/County Appraisal District which operates at the direction of the State of Texas to appraise all real property and certain personal property for purposes of assessing property taxes;

\$1,406,639 to support the services of Texas Community Supervision and Corrections Department (Adult Probation) and the Juvenile Probation Department;

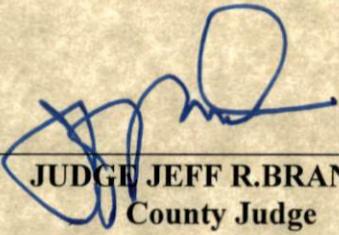
\$6,000 to provide support staff, office facilities, utilities and equipment for locally stationed Texas Department of Safety (DPS) troopers;

\$6,000 to provide office space, support and utilities for Administrative Law judges and staff to support the Attorney General's Office in child support cases.

These and other state mandatory services require \$11,606,340 from Jefferson County property taxpayers and amount to 13.9% of the county tax rate.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners of Jefferson County, Texas does hereby resolve that, for the foregoing reasons, it is in the best interests of Texas counties and their taxpayers to support and favor the passage of legislation in the form of an amendment to the Constitution of the State of Texas that would expressly prohibit the imposition costs of a mandatory governmental programs on Texas counties, whether by an act of the Texas Legislature or a state agency or by executive order, unless the State of Texas has fully funded and disbursed all necessary funds to enable Texas counties to operate said governmental program.

Signed this 12th day of January, 2021.


JUDGE JEFF R.BRANICK
County Judge



//ABSENT
COMMISSIONER VERNON PIERCE
Precinct No. 1


COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

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



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

Vernon Pierce

Jefferson County
Commissioner Pct. #1

January 4, 2021

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following item on the agenda for Jefferson County Commissioners' Court meeting scheduled for January 12, 2021.

Receive and file official Oath of Office and Statement of Officer for Vernon Pierce, Commissioner, Precinct 1.

Thank you,

Vernon Pierce
County Commissioner, Pct. #1



2 pgs

2021000465

OATH

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, Hugh Vernon Purcell, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Jefferson County Commissioner, Pct. 1 of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God I furthermore do solemnly swear that I will
 not be interested, directly or indirectly in a contract with or claim against the
 county except a contract or claim expressly authorized
 by law, or a warrant issued to
 the Judge or Commissioner as a
 fee of office, so help me God.

Signature of Officer

Certification of Person Authorized to Administer OathState of TexasCounty of JeffersonSworn to and subscribed before me on this 1 day of January, 2021

(Affix Notary Seal,
 only if oath
 administered by a
 notary)



Signature of Notary Public or
 Signature of Other Person Authorized to Administer An
 Oath

W. Kent Walston
 Printed or Typed Name

District Judge

Form #2201 Rev. 09/2017

Submit to:

SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

**STATEMENT OF OFFICER****Statement**

I, Hugh Vernon Price, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God

Title of Position to Which Elected/Appointed

Commissioner, Pct. 1Jefferson County**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true

Date

12/31/2020

A handwritten signature of Hugh Vernon Price in black ink.

Signature of Officer

RETURN TO
 JEFFERSON COUNTY COMMISSIONER PCT 1
 BEAUMONT, TX 77701

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS

A handwritten signature of Carolyn L. Guidry in black ink.

Carolyn L. Guidry, County Clerk

Jefferson County, Texas

January 05, 2021 03 32 02 PM

FEE \$0.00

2021000465

**AGENDA ITEM****January 12, 2021**

Receive and file Oath of Office and Statement of Officer for Allison Nathan Getz Tax Assessor Collector.

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, Allison Nathan Getz, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Tax Assessor-Collector of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

A handwritten signature of Allison Nathan Getz in black ink.

Signature of Officer

Certification of Person Authorized to Administer OathState of TexasCounty of JeffersonSworn to and subscribed before me on this 1st day of January, 20 21.

(Affix Notary Seal,
 only if oath
 administered by a
 notary.)



A handwritten signature of Mitch Templeton in black ink.

Signature of Notary Public or

Signature of Other Person Authorized to Administer An
OathHonorable Mitch Templeton, District Judge, State of Texas

Printed or Typed Name

3 pgs
OATH

2021000341

Form #2201 Rev. 05/2020

Submit to:
SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

**STATEMENT OF OFFICER****Statement**

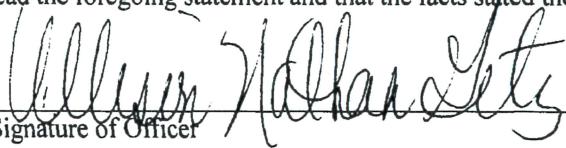
I, Allison Nathan Getz, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Jefferson County Tax Assessor-Collector

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 01/01/2021


Signature of Officer

JEFFERSON COUNTY TAX ASSESSOR
COL
CALL FOR PICKUP
BEAUMONT, TX 77700-1

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Carolyn L. Guidry, County Clerk
Jefferson County, Texas

January 05, 2021 08:25:20 AM

FEE: \$0.00

2021000341

Pepe Dominguez

From: Pepe Dominguez <peped@co.jefferson.tx.us>
Sent: Tuesday, January 05, 2021 7:10 AM
To: 'vpierce@co.jefferson.tx.us'
Cc: 'Commissioner Weaver' (bweaver@co.jefferson.tx.us); 'Commissioner Sinegal' (msinegal@co.jefferson.tx.us); 'Commissioner Alfred'; '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; James (James@fausteng.com); 'Adina Josey'
Subject: Beall Farms
Attachments: Beall Farms_City of Bmt. ETJ.PDF; Beall Farms_Comm Court II.pdf

Commissioner Pierce,

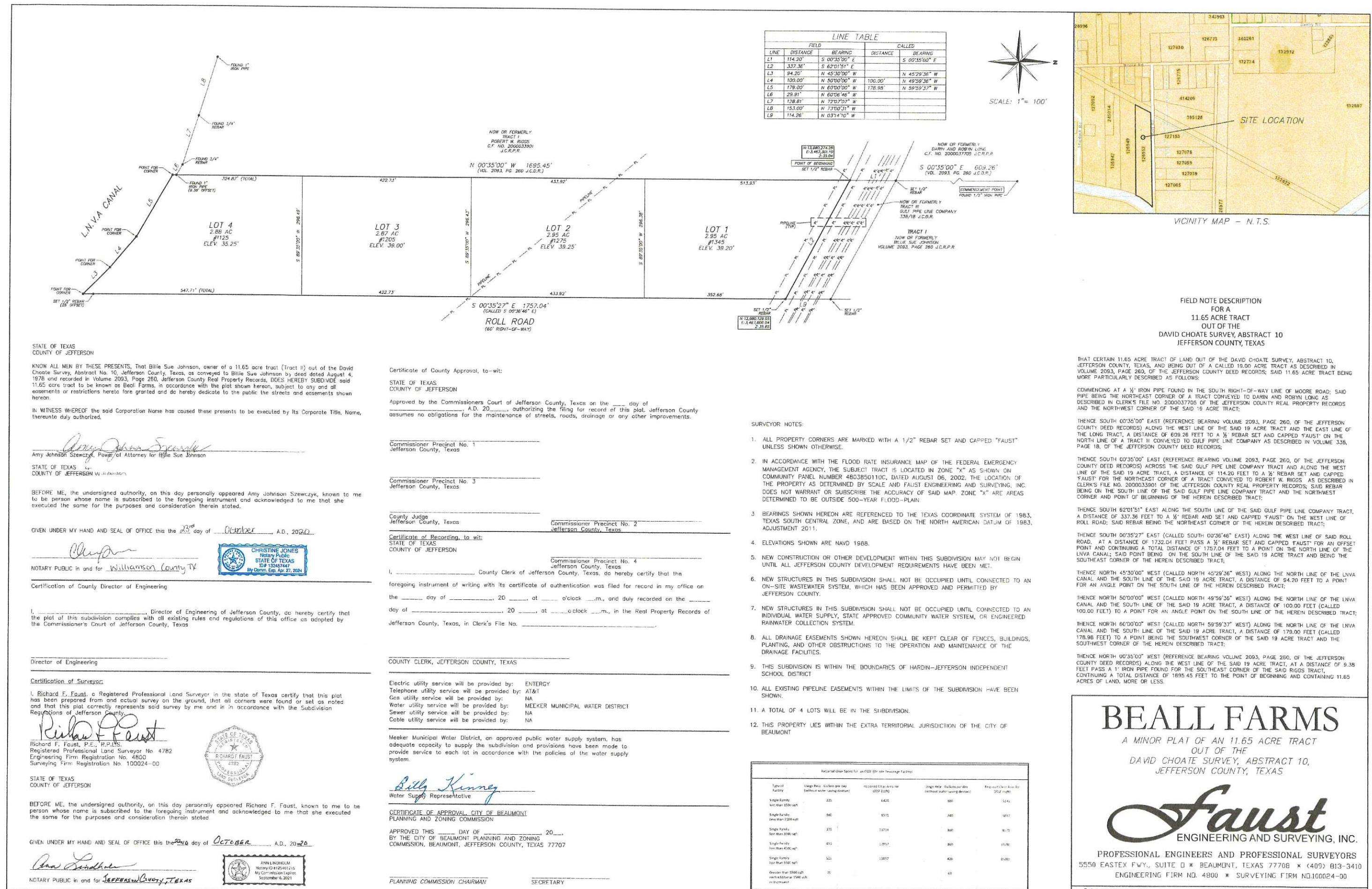
Attached is a PDF of Beall Farms a Minor Plat of an 11.65 acre tract out of the David Choate Survey Abstract No. 11, Jefferson County, Texas, located on Roll Road in Precinct #1. This plat is in the Beaumont ETJ, it was approved by the City of Beaumont Planning & Zoning Commission and has met all of our platting requirements.

I will be placing this plat on the Agenda for Tuesday, January 12, 2021.

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



Air Liquide Large Industries U.S. LP

Permit No. 01-P-21Precinct No. 2BOND #1022229250
LIBERTY MUTUAL SURETYAPPLICATION FOR PIPE LINE PERMIT
(2003 REVISION)Date 01/04/2021HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Air Liquide Large Industries U.S. LP

_____ (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of Nitrogen gas and Oxygen gas (N2 & O2), location of which is fully described as follows:

2nd street, within the KCS Right of Way, approximately 300 feet NE of Twin City Hwy (SH 347). Aerial images attached

8 pages of drawings attached. Construction will begin on or after January 1, 20 21.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>2</u>	road crossing @ \$100.00 <u>N2 & O2)</u>	\$ <u>200.00</u>
	miles parallel @ \$150.00/mile or fraction _____	\$ _____
	TOTAL _____	\$ _____

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has

Air Liquide Large Industries U.S. LP

been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company Air Liquide Large Industries U.S. LP

By Steve Roane

Title Agent, Air Liquide

Address 3011 Pasadena Frwy, Suite 190

Pasadena, TX 77503

Phone No. 409-651-0290

FAX No. 877-212-9382

Air Liquide Large Industries U.S. LP

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 5,000.00

Stan Hoffman
Director of Engineering

01/04/2021
Date

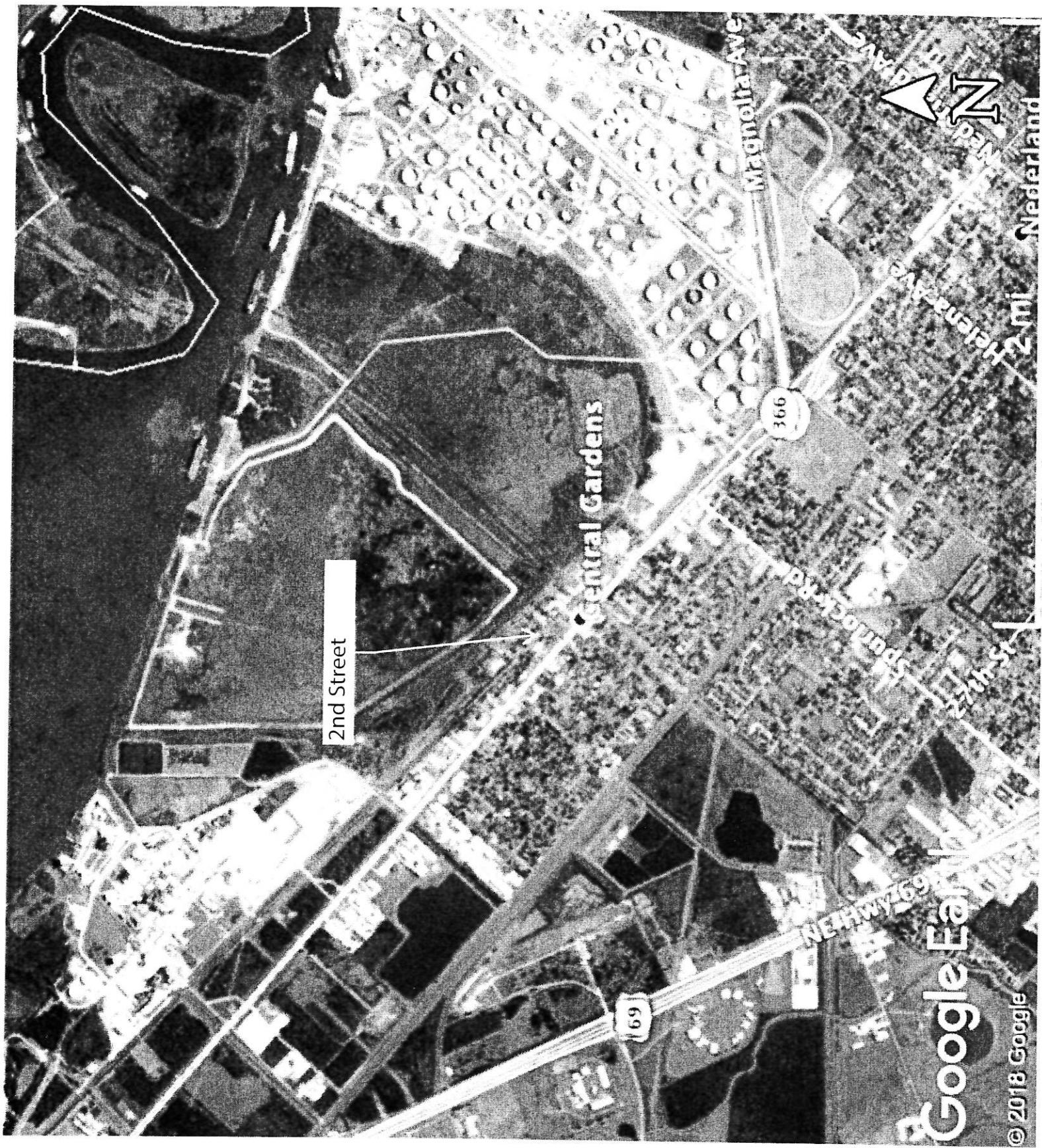
COMMISSIONERS COURT ORDER

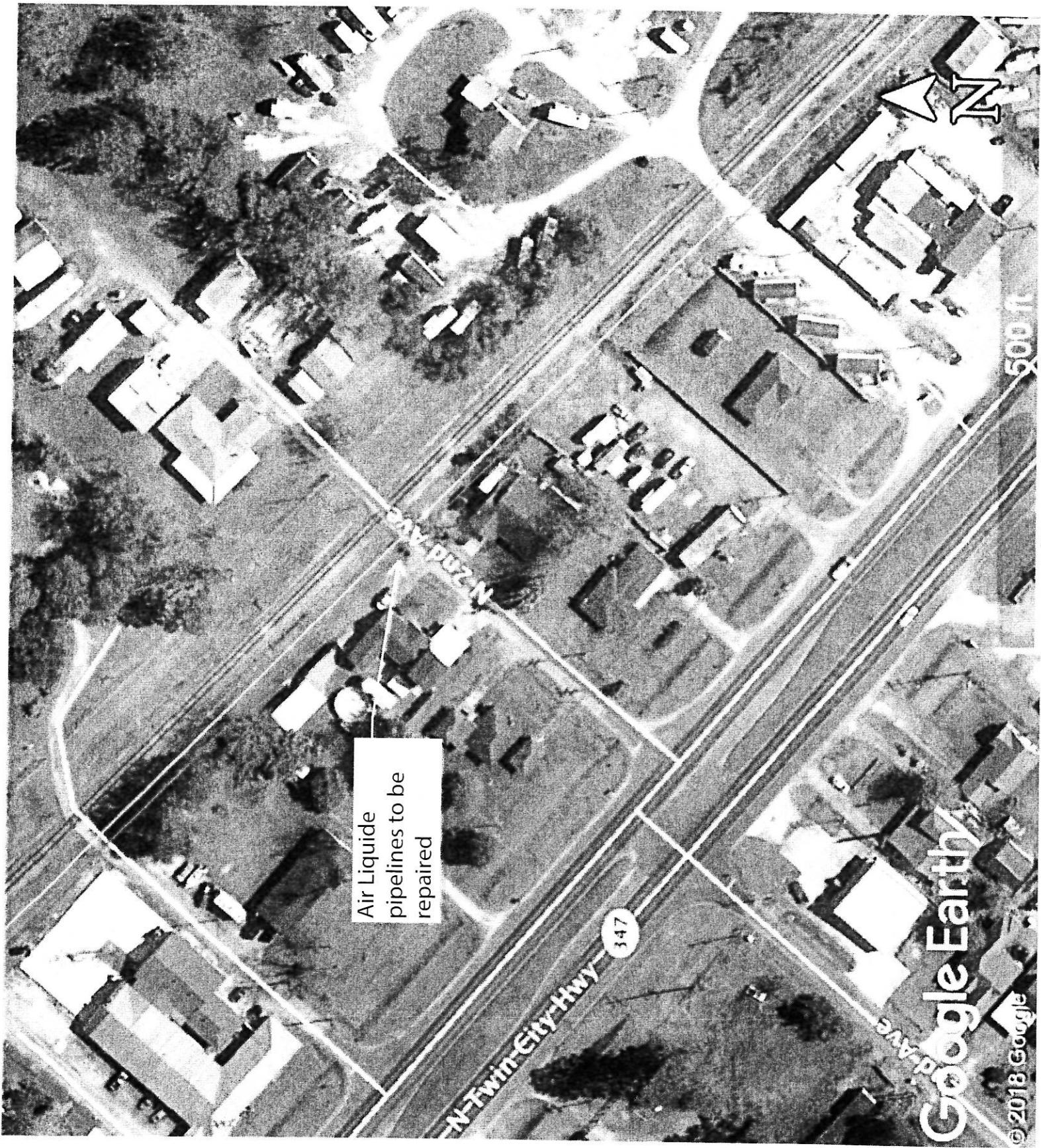
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 5000.00. Special conditions of construction (are/are not) attached hereto.

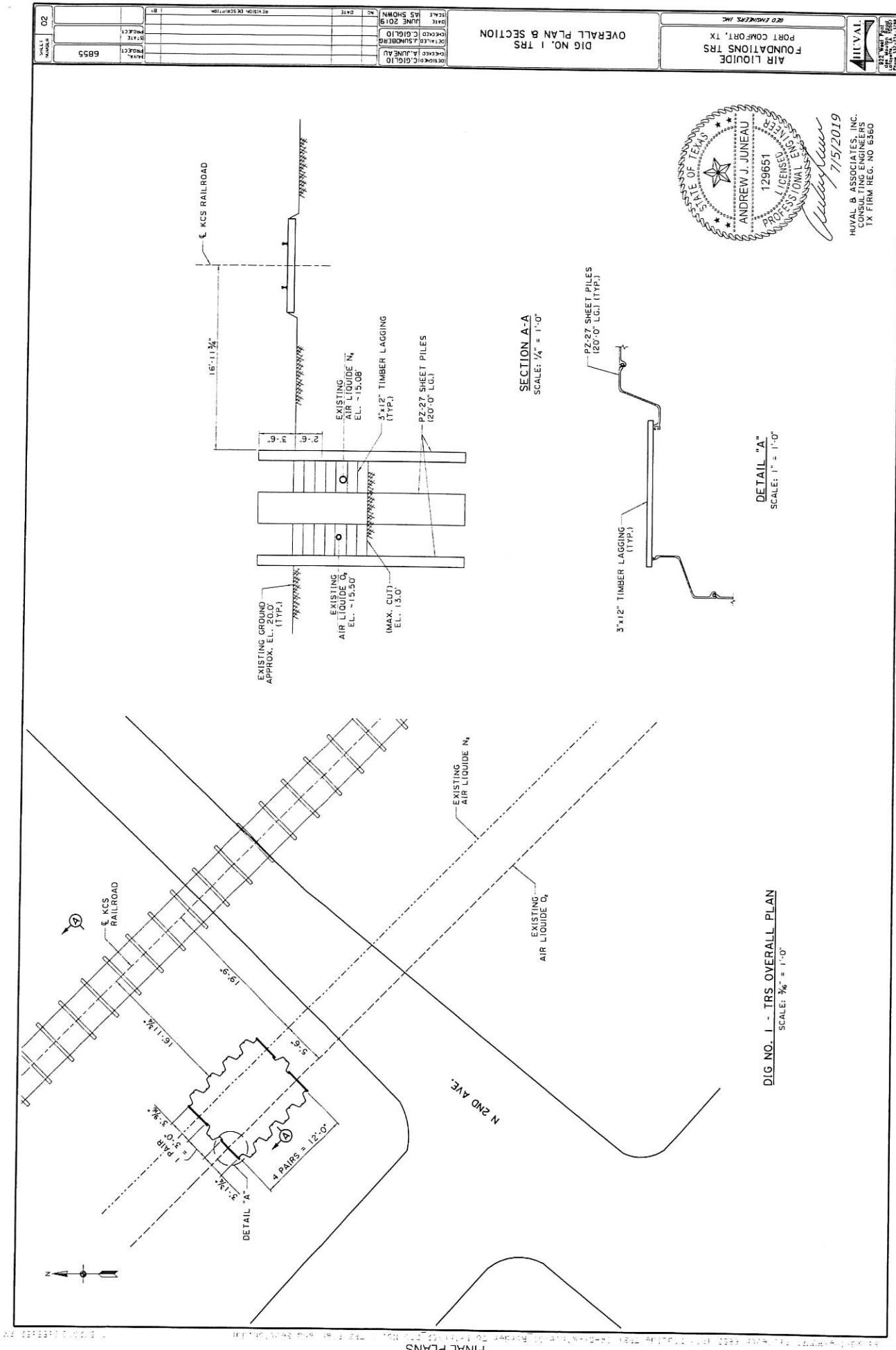
COMMISSIONERS COURT

By


County Judge







6685 Air Liquide TRS

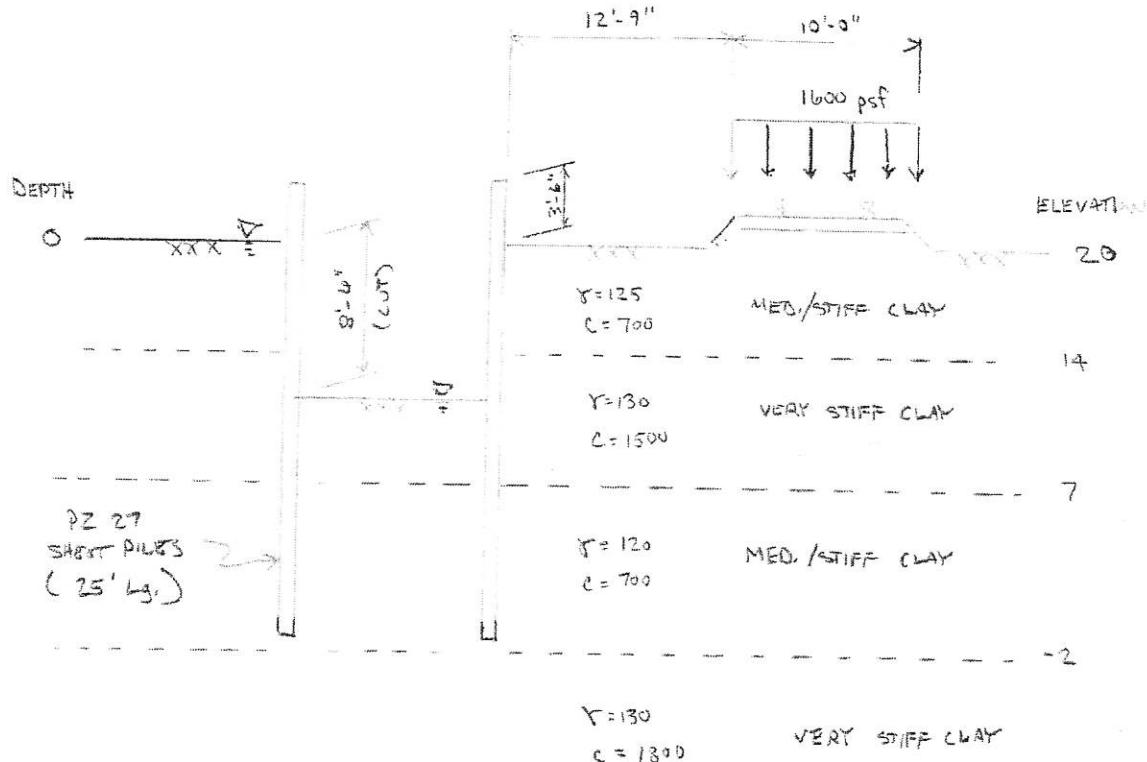
Dig No. 2

C.G. 110

6/19/19

DIG NO. 2 (8'-6" CUT)

SOIL PROFILE BASED ON B-2

CWALSH OUTPUT:

$$\text{Min Penetration} = 7.5'$$

$$M_{\max} = 11.65 \text{ kft}$$

$$\Delta_{\max} = \frac{3}{8}'' @ \text{TOP BE WALL}$$

$$f_b = \frac{11.65 \text{ kft} (12)}{30.2 \text{ in}^3/\text{ft}} = 4.63 \text{ ksi} < F_b = 25 \text{ ksi} \quad (\text{OK})$$

DATE: 20-JUNE-2019

TIME: 14:24:23

* INPUT DATA *

I.--HEADING
'6685 AIR LIQUIDE PIPELINE MAINTENANCE TRS
'NEDERLAND, TX
'Dig No. 2

II.--CONTROL
CANTILEVER WALL DESIGN
FACTOR OF SAFETY FOR ACTIVE PRESSURES = 1.00
FACTOR OF SAFETY FOR PASSIVE PRESSURES = 1.50

III.--WALL DATA
ELEVATION AT TOP OF WALL = 23.50 FT.

IV.--SURFACE POINT DATA

IV.A.--RIGHTSIDE
DIST. FROM ELEVATION
WALL (FT) (FT)
0.00 20.00
30.00 20.00

IV.B.--LEFTSIDE
DIST. FROM ELEVATION
WALL (FT) (FT)
0.00 10.50
30.00 10.50

V.--SOIL LAYER DATA

V.A.--RIGHTSIDE
LEVEL 2 FACTOR OF SAFETY FOR ACTIVE PRESSURE = DEFAULT
LEVEL 2 FACTOR OF SAFETY FOR PASSIVE PRESSURE = DEFAULT

SAT.	MOIST WGHT. (PCF)	INTERNAL WGHT. (PCF)	COH- FRICTION (DEG)	ANGLE OF ANGLE OF WALL FRICTION (PSF)	ADH- ESION (DEG)	ANGLE OF ANGLE OF WALL FRICTION (PSF)	<-SAFETY-> <-BOTTOM--> ELEV. (FT)	<-SAFETY-> <-FACTOR-> SLOPE (FT/FT)	ACT. DEF	PASS. DEF
125.00	125.00	0.00	700.00	0.00	0.00	14.00	0.00	DEF	DEF	
130.00	130.00	0.00	1500.00	0.00	0.00	7.00	0.00	DEF	DEF	
120.00	120.00	0.00	700.00	0.00	392.00	-2.00	0.00	DEF	DEF	
130.00	130.00	0.00	1800.00	0.00	1000.00			DEF	DEF	

V.B.--LEFTSIDE
LEVEL 2 FACTOR OF SAFETY FOR ACTIVE PRESSURE = DEFAULT
LEVEL 2 FACTOR OF SAFETY FOR PASSIVE PRESSURE = DEFAULT

SAT.	MOIST WGHT. (PCF)	INTERNAL WGHT. (PCF)	COH- FRICTION (DEG)	ANGLE OF ANGLE OF WALL FRICTION (PSF)	ADH- ESION (DEG)	ANGLE OF ANGLE OF WALL FRICTION (PSF)	<-SAFETY-> <-BOTTOM--> ELEV. (FT)	<-SAFETY-> <-FACTOR-> SLOPE (FT/FT)	ACT. DEF	PASS. DEF
130.00	130.00	0.00	1500.00	0.00	0.00	7.00	0.00	DEF	DEF	
120.00	120.00	0.00	700.00	0.00	392.00	-2.00	0.00	DEF	DEF	
130.00	130.00	0.00	1800.00	0.00	1000.00			DEF	DEF	

VI.--WATER DATA
UNIT WEIGHT = 62.40 (PCF)
RIGHTSIDE ELEVATION = 20.00 (FT)
LEFTSIDE ELEVATION = 10.50 (FT)
NO SEEPAGE

VII.--VERTICAL SURCHARGE LOADS

VII.A.--VERTICAL LINE LOADS

NONE

10⁷⁸

VII.B.--VERTICAL UNIFORM LOADS
LEFTSIDE RIGHTSIDE
(PSF) (PSF)
0.00 250.00

VII.C.--VERTICAL STRIP LOADS

VII.C.1.--RIGHTSIDE
<-DIST. FROM WALL->
START END STRIP LOAD
(FT) (FT) (PSF)
12.75 22.75 1600.00

VII.C.2.--LEFTSIDE
NONE

VII.D.--VERTICAL RAMP LOADS
NONE

VII.E.--VERTICAL TRIANGULAR LOADS
NONE

VII.F.--VERTICAL VARIABLE LOADS
NONE

VIII.--HORIZONTAL LOADS
NONE

PROGRAM CWALSH-DESIGN/ANALYSIS OF ANCHORED OR CANTILEVER SHEET PILE WALLS
BY CLASSICAL METHODS

DATE: 20-JUNE-2019

TIME: 14:24:26

* SOIL PRESSURES FOR *
* CANTILEVER WALL DESIGN *

I.--HEADING
'6685 AIR LIQUIDE PIPELINE MAINTENANCE TRS
'NEDERLAND, TX
'Dig No. 2

II.--SOIL PRESSURES

RIGHTSIDE SOIL PRESSURES DETERMINED BY FIXED SURFACE WEDGE METHOD.

LEFTSIDE SOIL PRESSURES DETERMINED BY FIXED SURFACE WEDGE METHOD.

ELEV. (FT)	NET (PSF)	<----NET---->				<--RIGHTSIDE-->	
		WATER (PSF)	<---LEFTSIDE---> PASSIVE (PSF)	ACTIVE (PSF)	(SOIL + WATER) ACTIVE (PSF)	PASSIVE (PSF)	ACTIVE (PSF)
23.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
22.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
21.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
20.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
20.0+	0.0	0.0	0.0	0.0	0.0	0.0	0.0
20.0-	0.0	0.0	0.0	0.0	1183.3	0.0	1183.3
19.5	31.2	0.0	0.0	31.2	1245.8	0.0	1214.6
18.5	93.6	0.0	0.0	93.6	1370.8	0.0	1277.2

17.5	156.0	0.0	0.0	156.0	1495.8	0.0	1339.8
16.5	218.4	0.0	0.0	218.4	1620.8	0.0	1402.4
15.5	280.8	0.0	0.0	280.8	1732.5	0.0	1451.7
14.5	343.2	0.0	0.0	343.2	2039.7	0.0	1696.5
14.0	374.4	0.0	0.0	374.4	2467.3	0.0	2092.9
13.5	405.6	0.0	0.0	405.6	2896.1	0.0	2490.5
12.5	468.0	0.0	0.0	468.0	3208.3	0.0	2740.3
11.5	530.4	0.0	0.0	530.4	3325.0	0.0	2794.6
10.5+	592.8	0.0	0.0	592.8	3455.0	0.0	2862.2
10.5-	592.8	2000.0	0.0	-1407.2	3455.0	0.0	2862.2
9.5	592.8	2067.6	0.0	-1474.8	3522.6	0.0	2929.8
8.5	592.8	2135.8	0.0	-1543.0	3560.3	0.0	2967.5
7.5	592.8	2197.2	0.0	-1604.4	4090.3	0.0	3497.5
7.0	592.8	1830.3	0.0	-1237.5	4567.6	0.0	3974.8
7.0+	592.8	1813.1	0.0	-1220.3	4633.2	0.0	4103.1
7.0-	592.8	1813.1	0.0	-1220.3	4633.2	0.0	3977.7
6.5	592.8	1458.6	0.0	-68.2	4695.9	797.6	4103.1
5.5	592.8	1517.7	0.0	83.4	4562.6	1008.3	3969.8
4.5	592.8	1575.3	0.0	68.3	4630.3	1050.8	4037.5
3.5	592.8	1632.9	0.0	68.3	4687.9	1108.4	4095.1
2.5	592.8	1690.5	0.0	68.3	4745.5	1166.0	4152.7
1.5	592.8	1748.1	0.0	68.3	4803.1	1223.6	4210.3
0.5	592.8	1805.7	0.0	68.3	4860.7	1281.2	4267.9
-0.5	592.8	1863.3	0.0	103.4	4894.9	1373.9	4302.1
-1.5	592.8	1914.1	0.0	-351.7	5290.1	969.6	4697.3
-2.0+	592.8	2788.7	0.0	-2195.9	5850.2	0.0	5280.6
-2.0-	592.8	2788.7	0.0	-2195.9	5850.2	0.0	5254.2
-2.0	592.8	2871.8	0.0	-2279.0	5873.4	0.0	5280.6
-2.5	592.8	3830.1	0.0	-3237.3	6153.1	0.0	5560.3
-3.5	592.8	3925.6	0.0	-3332.8	5635.7	0.0	5042.9
-4.5	592.8	3990.7	0.0	-3397.9	5407.6	0.0	4814.8
-5.5	592.8	4058.3	0.0	-3465.5	5513.3	0.0	4920.5
-6.5	592.8	4125.9	0.0	-3533.1	5580.9	0.0	4988.1
-7.5	592.8	4193.5	0.0	-3600.7	5648.5	0.0	5055.7
-8.5	592.8	4261.1	0.0	-3668.3	5716.1	0.0	5123.3
-9.5	592.8	4328.7	0.0	-3735.9	5783.7	0.0	5190.9
-10.5	592.8	4396.3	0.0	-3803.5	5851.3	0.0	5258.5
-11.5	592.8	4463.9	0.0	-3871.1	5918.9	0.0	5326.1
-12.5	592.8	4531.5	0.0	-3938.7	5986.5	0.0	5393.7
-13.5	592.8	4599.1	0.0	-4005.3	6054.1	0.0	5461.3
-14.5	592.8	4666.7	0.0	-4073.9	6121.7	0.0	5528.9
-15.5	592.8	4734.3	0.0	-4141.5	6189.3	0.0	5596.5
-16.5	592.8	4801.9	0.0	-4209.1	6256.9	0.0	5664.1
-17.5	592.8	4869.5	0.0	-4276.7	6324.5	0.0	5731.7
-18.5	592.8	4937.1	0.0	-4344.3	6392.1	0.0	5799.3
-19.5	592.8	5004.7	0.0	-4411.9	6459.7	0.0	5866.9
-20.5	592.8	5072.3	0.0	-4479.5	6527.3	0.0	5934.5
-21.5	592.8	5139.9	0.0	-4547.1	6594.9	0.0	6002.1
-22.5	592.8	5207.5	0.0	-4614.7	6662.5	0.0	6069.7
-23.5	592.8	5275.1	0.0	-4682.3	6730.1	0.0	6137.3
-24.5	592.8	5342.7	0.0	-4749.9	6797.7	0.0	6204.9
-25.5	592.8	5410.3	0.0	-4817.5	6865.3	0.0	6272.5
-26.5	592.8	5477.9	0.0	-4885.1	6932.9	0.0	6340.1
-27.5	592.8	5545.5	0.0	-4952.7	7000.5	0.0	6407.7
-28.5	592.8	5613.1	0.0	-5020.3	7068.1	0.0	6475.3
-29.5	592.8	5680.7	0.0	-5087.9	7135.7	0.0	6542.9

80
12

* SUMMARY OF RESULTS FOR *
 * CANTILEVER WALL DESIGN *

I.--HEADING

'6685 AIR LIQUIDE PIPELINE MAINTENANCE TRS
 'NEDERLAND, TX
 'Dig No. 2

II.--SUMMARY

RIGHTSIDE SOIL PRESSURES DETERMINED BY FIXED SURFACE WEDGE METHOD.

LEFTSIDE SOIL PRESSURES DETERMINED BY FIXED SURFACE WEDGE METHOD.

WALL BOTTOM ELEV. (FT) : 3.02
 PENETRATION (FT) : 7.48

MAX. BEND. MOMENT (LB-FT) : 1.1650E+04
 AT ELEVATION (FT) : 8.59

MAX. SCALED DEFL. (LB-IN³) : 1.9104E+09
 AT ELEVATION (FT) : 23.50

NOTE: DIVIDE SCALED DEFLECTION MODULUS OF
 ELLASTICITY IN PSI TIMES PILE MOMENT
 OF INERTIA IN IN⁴ TO OBTAIN DEFLECTION
 IN INCHES.

PROGRAM CWALSHT-DESIGN/ANALYSIS OF ANCHOREDOR CANTILEVER SHEET PILE WALLS
 BY CLASSICAL METHODS

DATE: 20-JUNE-2019

TIME: 14:24:26

 * COMPLETE OF RESULTS FOR *
 * CANTILEVER WALL DESIGN *

I.--HEADING

'6685 AIR LIQUIDE PIPELINE MAINTENANCE TRS
 'NEDERLAND, TX
 'Dig No. 2

II.--RESULTS

ELEVATION (FT)	BENDING MOMENT (LB-FT)	SHEAR (LB)	SCALED DEFLECTION (LB-IN ³)	NET PRESSURE (PSF)
23.50	0.0000E+00	0.	1.9104E+09	0.00
22.50	0.0000E+00	0.	1.7780E+09	0.00
21.50	0.0000E+00	0.	1.6456E+09	0.00
20.50	0.0000E+00	0.	1.5131E+09	0.00
20.00	0.0000E+00	0.	1.4469E+09	0.00
19.50	1.3000E+00	8.	1.3807E+09	31.20
18.50	3.5100E+01	70.	1.2483E+09	93.60
17.50	1.6250E+02	195.	1.1160E+09	156.00
16.50	4.4590E+02	382.	9.8391E+08	218.40
15.50	9.4770E+02	632.	8.5268E+08	280.80
14.50	1.7303E+03	944.	7.2312E+08	343.20
14.00	2.2464E+03	1123.	6.5937E+08	374.40
13.50	2.8561E+03	1318.	5.9660E+08	405.60
12.50	4.3875E+03	1755.	4.7507E+08	468.00
11.50	6.3869E+03	2254.	3.6120E+08	530.40
10.50+	8.9167E+03	2816.	2.5843E+08	592.80
10.50-	8.9167E+03	2816.	2.5843E+08	-1407.20
9.50	1.1018E+04	1375.	1.7102E+08	-1474.80
8.50	1.1644E+04	-134.	1.0243E+08	-1542.96

7.50	1.0728E+04	-1708.	5.3736E+07	-1604.43
7.00	9.6887E+03	-2418.	3.6462E+07	-1237.55
6.99	9.6612E+03	-2432.	3.6121E+07	-1220.34
6.50	8.3729E+03	-2747.	2.3364E+07	-68.15
5.50	5.6170E+03	-2739.	7.4185E+06	83.45
4.50	2.9169E+03	-2663.	1.1891E+06	68.33
4.13	1.9257E+03	-2638.	4.0331E+05	68.33
3.50	4.5990E+02	-1769.	1.6054E+04	2706.30
3.02	0.0000E+00	0.	0.0000E+00	4715.33

NOTE: DIVIDE SCALED DEFLECTION MODULUS OF
ELASTICITY IN PSI TIMES PILE MOMENT
OF INERTIA IN IN⁴ TO OBTAIN DEFLECTION
IN INCHES.

III.--WATER AND SOIL PRESSURES

ELEVATION (FT)	WATER PRESSURE (PSF)	<-----SOIL PRESSURES----->			
		<---LEFTSIDE--->		<---RIGHTSIDE--->	
		PASSIVE (PSF)	ACTIVE (PSF)	ACTIVE (PSF)	PASSIVE (PSF)
23.50	0.	0.	0.	0.	0.
22.50	0.	0.	0.	0.	0.
21.50	0.	0.	0.	0.	0.
20.50	0.	0.	0.	0.	0.
20.00+	0.	0.	0.	0.	0.
20.00-	0.	0.	0.	0.	0.
19.50	31.	0.	0.	0.	1183.
18.50	94.	0.	0.	0.	1215.
17.50	156.	0.	0.	0.	1277.
16.50	218.	0.	0.	0.	1340.
15.50	281.	0.	0.	0.	1402.
14.50	343.	0.	0.	0.	1452.
14.00	374.	0.	0.	0.	1697.
13.50	406.	0.	0.	0.	2093.
12.50	468.	0.	0.	0.	2491.
11.50	530.	0.	0.	0.	2740.
10.50+	593.	0.	0.	0.	2795.
10.50-	593.	2000.	0.	0.	2862.
9.50	593.	2068.	0.	0.	2930.
8.50	593.	2136.	0.	0.	2967.
7.50	593.	2197.	0.	0.	3497.
7.00	593.	1830.	0.	0.	3975.
6.99+	593.	1813.	0.	0.	4103.
6.99-	593.	1813.	0.	0.	3978.
6.50	593.	1459.	0.	798.	4103.
5.50	593.	1518.	0.	1008.	3970.
4.50	593.	1575.	0.	1051.	4037.
4.13	593.	1597.	0.	1072.	4059.
3.50	593.	1633.	0.	1108.	4095.
3.02	593.	1690.	0.	1166.	4153.
1.50	593.	1748.	0.	1224.	4210.

2651

SMITHCORP REAL ESTATE SERVICES LC
AL ACCOUNT
PO BOX 12506
BEAUMONT, TX 77726-2506

DATE 12/4/20 88-1198-1131

PAY TO THE ORDER OF Jefferson County

Two hundred & 00 \$ 200.00

DOLLARS 200.00

 Community Bank
www.communitybanktx.com
FOR Air Liquefied, 2nd St. work

John Smith

1100026511111311198311 112133391211

SMITHCORP REAL ESTATE SERVICES, L.C.
P.O. BOX 12506
BEAUMONT, TEXAS 77726

REAL ESTATE COUNSELORS
LAND TITLE SERVICES

PHONE: (409) 212-9393
FAX: (877) 212-9382

Jefferson County Engineering Dept.
1149 Pearl St., 5th Floor
Beaumont, TX 77701

12/4/20

Re: Air Liquide Nederland, TX Pipeline Repairs 2nd Avenue

Jefferson County Engineering,
Air Liquide Large Industries U.S. LP needs to perform some maintenance work on existing Nitrogen and Oxygen pipelines that cross beneath 2nd Avenue, about 300 feet northeast of Twin City Highway (SH 347), within the KCS Railway right-of-way. This application is being filed just in case the County feels a permit is necessary. This is an explanation of the planned pipeline repairs:

- O2 & N2 pipelines crossing under 2nd Street to be repaired (aerial images attached showing the locations);
- Vortech Contracting will be making the repairs (Vortech Contracting Inc., 42408 IH-10 East, Winnie, TX 77665);
- The pipelines will be located using probes, trackhoe excavation and/or hydrovac equipment;
- A perimeter excavation of the repair area will be done using a trackhoe. This perimeter will be roughly the same horizontal dimensions as the planned shoring and ~ 4 foot deep. The repair areas are OFF the roadway;
- Sheet pile will be driven in using a vibratory hammer to create the shoring box;
- A trash pump will be located nearby to remove any water infiltrating the excavated area. A sediment catch filter bag will be used on the discharge so that only water is discharged to the existing ditch along side the pipelines;
- The pipelines will be repaired by replacing the ends seals and possibly patching small sections of the pipelines;
- There will NOT be any change or impact to the portion of the pipelines going under the county road. They will remain as is and will remain cased;

E-mail address: steve@smithcorp.org

Real Estate Counselors Land Use Analysts Litigation Support
Mineral Title Evidence and Analysis Right of Way Acquisitions and Management Regulatory Permitting

Individual Memberships:
American Association of Professional Landmen (AAPL)
International Right of Way Association (IRWA)

- After completing repairs at a location, dirt will be placed back in the hole in lifts with compaction of each lift using the trackhoe bucket. Once the pipelines are covered, the sheet pile will be pulled. Then the remaining soil will be placed back in the excavation and the area re-sodded;
- It is anticipated that the repair for each location will take 8 to 10 days;
- The roadway WILL NOT be cut to access the pipelines;
- The roadway will be used to access the pipelines but all equipment will be located off the roadway while working on the pipelines;
- The KCS Railroad has been notified and permission granted by them to do the repair work. Their contract flagging/observation company will be on-site to flag/observe;
- Mike Trahan of Precinct 2 has been contacted and the plan explained (12/4/20 call to Mike).

Attached with this letter you will find:

- 1) The Application for Pipe Line Permit;
- 2) Aerial images and shoring designs;
- 3) Application fee check in the amount of \$200.00 (2 pipelines); and
- 4) Bond in the amount of \$5,000.00 is being obtained by Air Liquide and will be in the County's hands by 12/17/20.

If you have any questions, please contact me at (409) 651 - 0290 or steve@smithcorp.org.

Sincerely,



Steve Roane

E-mail address: kip@smithcorp.org

*Real Estate Counselors Land Use Analysts Litigation Support
 Mineral Title Evidence and Analysis Right of Way Acquisitions and Management Regulatory Permitting*

*Individual Memberships:
 American Association of Professional Landmen (AAPL)
 International Right of Way Association (IRWA)*



Bond 022229250

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, AIR LIQUIDE LARGE INDUSTRIES U S LP

as Principal, of

3011 Pasadena Freeway, Pasadena, TX 77503

(Street and Number)

and the Liberty Mutual Insurance Company

(City) Massachusetts

(State)

corporation, as Surety, are held and firmly bound unto

JEFFERSON COUNTY, TEXAS

, as Obligee, at

1149 Pearl Street Beaumont, TX 77701

, in the sum of

Five Thousand and 00/100

(\$ 5,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 17th day of December, 20

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as AIR LIQUIDE LARGE INDUSTRIES U.S. LP for the work to be performed at for: Maintenance work on existing nitrogen and oxygen pipelines by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

1. This bond shall continue in force:

Until 17th day of December, 2021, or until the date of expiration of any Continuation Certificate executed by the Surety

OR

Until canceled as herein provided.

2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

AIR LIQUIDE LARGE INDUSTRIES U.S. LP

By

Principal

Liberty Mutual Insurance Company

By

Amanda George Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8202357 - 022011

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Erin M. Denison, Vanessa Dominguez, Melissa L. Fortier, Amanda George, Michael J. Herrod, Ferri L. Morrison, Lupe Tyler, Lisa A. Ward, Donna L. Williams, May Wright

all of the city of Brenton state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of October, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: 
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 10th day of October, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 29, 2021
Member, Pennsylvania Association of Notaries

By: 
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

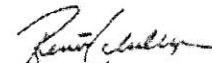
Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of December, 2020.



By: 
Renee C. Llewellyn, Assistant Secretary

PIPELINE PERMIT POLICY

Rev. 2011

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, excluding public utilities or common carrier pipelines serving the public, but including pipeline common carriers laying a parallel line closer than fifteen feet (15') to any improved section of the right-of-way, desiring to place utility or pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a permit from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The permittee shall comply with all rules, regulations, principles, and specifications herein contained and only other subsequently adopted by the Jefferson County Commissioners' Court prior to issuance of the permit.

Application

The permittee must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency

Air Liquide Large Industries U.S. LP

situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

The permittee is allowed three months from the granting of the permit to start construction. Once started, the permittee is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, the Jefferson County Commissioners' Court may grant extensions.

Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period. A new permit fee will be charged for each extension. Permit is issued for a period of twenty-five (25) years at which time the permit must be renewed.

Work Order

Permittee may not start construction until a Work Order from the Jefferson County Engineering Department has been issued. If this requirement is violated, permit will become null and void.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by commissioners' Court shall be subject to

Air Liquide Large Industries U.S. LP

the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a pipeline installed by the permittee ever be found to interfere with the construction, maintenance or repair of any public road or future public road, the permittee shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such a manner that the same no longer interferes with such construction, maintenance or repair.

No pipeline shall ever be installed in such a way or manner that it interferes with the use of a public road for vehicular or pedestrian traffic, nor such that it interferes with any drainage now or hereafter affected on or along any such road.

No pipeline shall ever be installed in such a way or manner as to constitute a danger or hazard, or to become a nuisance to any person.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or

Air Liquide Large Industries U.S. LP

assigns, without the necessity of Grantee executing a conveyance or release of same.

Responsibility for Repairs

The permittee, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the permittee.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the permittee and in which it is judged that the permittee cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules, regulations, principles, or specifications contained herein, it shall be the right of Jefferson County to perform all work necessary to remedy such conditions or provide compliance with such directions.

INDEMNIFICATION OF COUNTY

The permittee shall indemnify and hold harmless Jefferson County against any and all liabilities that it may have, or appear to have, to any person whomsoever, by reason of any act or thing, that the permittee, its agents, servants, employees, and contractors may do or cause to be done.

The permittee agrees that Jefferson County will not be liable for any damages to the pipelines incurred during the maintenance or construction on the road rights-of-way.

SPECIFICATIONS

General

The permittee shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the permittee is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the permittee cease all work until such compliance can be obtained by issuance of a "Stop Work Order." Permittee agrees to immediately cease all work not necessary to abatement of hazardous conditions.

The work necessary to abate a hazardous condition shall be at the sole discretion of the County Engineer. Failure of permittee to correct any defect noted in said "Stop Work Order" within the time specified in said order shall be cause for termination of permit held by permittee for such work.

Line Crossing, Method of Placement (See Standard Detail)

Any pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the pipeline. Such casing shall extend for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of three (3) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of five (5) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.

Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".

c. Surface

1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with $\frac{1}{2}$ " diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty

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feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court.

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permittee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Inspection Notice

The permittee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinue for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

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Traffic Control

The permittee shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The permittee shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The permittee will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Permit Fee

The permit fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Permittee shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams.

Permittee shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

**AGENDA ITEM****January 12, 2021**

Receive and file executed Interlocal Agreement between Liberty County and LaSalle Corrections for housing and care of Liberty County Inmates Pursuant to Texas Government Code Chapter 791.

STATE OF TEXAS

§ INTERLOCAL COOPERATION

COUNTY OF LIBERTY

§ AGREEMENT

This INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is made and entered into by and between the COUNTY OF LIBERTY, a political subdivision of the State of Texas ("COUNTY"), JEFFERSON COUNTY, a political subdivision of the State of Texas ("CONTRACTOR"), and LASALLE CORRECTIONS LLC, operator of the Jefferson County Downtown Jail, whose headquarters is located at 26228 Ranch Rd. 12, Dripping Springs, Texas 78620 ("OPERATOR"). COUNTY, CONTRACTOR, and OPERATOR may hereafter be referred to singularly as a "Party" or collectively as the "Parties." This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act, Texas Government Code Chapter 791.

WITNESSETH

WHEREAS, COUNTY is seeking to provide for the housing and care of certain inmates of COUNTY;

WHEREAS, CONTRACTOR currently has excess capacity and the ability to provide housing and care for such inmates at the Jefferson County Downtown Jail ("Facility") located at 1001 Pearl Street, Beaumont, Texas 77701 and which is managed and operated by OPERATOR and OPERATOR is CONTRACTOR'S agent for purposes of this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which CONTRACTOR will provide detention services for inmates of COUNTY at the Facility operated and managed by OPERATOR.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to establish the terms and conditions under which CONTRACTOR will provide to COUNTY detention services for COUNTY inmates at the Facility managed and operated by OPERATOR.

ARTICLE II
TERM

2.01 The term ("Initial Term") of this Agreement shall commence on the date of the last signatory hereto and shall terminate one year from the commencement date. COUNTY and CONTRACTOR may renew the Agreement on an annual basis for four (4) additional one (1) year periods commencing on the termination date of

the Initial Term. The Agreement shall renew automatically upon the expiration of the current term unless either COUNTY or CONTRACTOR provides the other Party with written notice of its desire not to renew the Agreement. Such notice shall be provided at least ninety (90) days prior to the expiration of the current term. All agreements between the Parties are set out in this Agreement and no oral agreements which are not contained in this Agreement will be enforceable against any Party.

- 2.02 Notwithstanding Article II, Section 2.01 hereof, this Agreement will terminate in the event sufficient funds are not appropriated by the Liberty County Commissioners Court to meet the COUNTY'S fiscal obligations herein, or if sufficient funds are not appropriated by the Jefferson County Commissioners Court to meet the CONTRACTOR'S service obligations agreed hereto in any fiscal year. In such event, the terminating Party agrees to give the non-terminating Party sixty (60) days' written notice prior to such termination.
- 2.03 The Parties hereby agree that, notwithstanding any other language to the contrary herein, either COUNTY or CONTRACTOR may terminate this Agreement with or without cause by giving to the other Party thirty (30) days' written notice of its intention to terminate.

ARTICLE III **DESIGNATED REPRESENTATIVES**

- 3.01 COUNTY hereby appoints Bobby Rader, Sheriff, Liberty County Sheriff's Office, as its designated representative under this Agreement.
- 3.02 CONTRACTOR hereby appoints Sheriff Zena Stephens, as its designated representative under this Agreement.
- 3.03 OPERATOR hereby appoints Tim Kurpiewski, CFO as its designated representative under this Agreement.
- 3.04 A Party may change its designated representatives at any time by providing the other Parties with written notice of the change pursuant to Article XII, Section 12.01 hereinbelow.

ARTICLE IV **CONTRACTOR OBLIGATIONS**

- 4.01 CONTRACTOR and OPERATOR agree to accept and provide for the secure custody, care, transportation, and safekeeping of inmates of COUNTY in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Facility Standards ("Center Commission"). The Parties agree that any inmate of COUNTY shall be eligible for incarceration at the Facility under this Agreement provided that the incarceration of such inmate is in accordance with the standards under the

Facility Commission approved custody assessment system in place at the Facility. CONTRACTOR understands and agrees that COUNTY shall have sole discretion as to the number of inmates of COUNTY to send to the Facility, including whether to send any inmates at all, and that COUNTY does not guarantee a minimum number of inmates to be housed in the Facility under this Agreement.

- 4.02 CONTRACTOR through OPERATOR shall provide housing, care, meals, and routine medical services for such inmates on the same basis as it provides for its own inmates confined in the Facility, subject to the terms and conditions of this Agreement. Routine medical services provided to COUNTY'S inmates shall also be in accordance with CONTRACTOR'S Health Services Plan for CONTRACTOR'S inmates as required by Texas Administrative Code, Title 37, Part 9, Chapter 273, Rule 273.2.
- 4.03 CONTRACTOR through OPERATOR agrees that it will be responsible for the transportation of inmates of the COUNTY (2) two times per week, if needed, and any additional transportation will be billed at the rate of \$.50 per mile and \$20.00 per guard hour. COUNTY will provide a minimum 24-hour notice of the total number and identity of all inmates to be transported, both regular scheduled and special transports if possible. COUNTY will also provide 24-hour notice if no transports are needed for regular transport. Transportation of inmates of COUNTY will include but not limited to transportation of inmates to and from the Facility, to and from court proceedings and hearings; transportation of inmates to the Texas Department of Criminal Justice, Institutional Division, for confinement; and/or transportation of inmates to and from COUNTY for any purpose, including non-routine medical services not covered by this Agreement, as provided in Article IV, Section 4.04 below.
- 4.04 CONTRACTOR agrees to provide reasonable medical services to inmates of COUNTY only as follows:
 - (a) CONTRACTOR through OPERATOR shall provide routine medical services to inmates of COUNTY in the Facility, including on-site sick call (provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies; and
 - (b) CONTRACTOR through OPERATOR shall provide non-routine medical services to inmates of COUNTY, which are necessitated by an emergency or by a life threatening medical situation, including ambulance transportation or emergency flight if required at the cost of COUNTY.

In the event an inmate of COUNTY requires medical services other than those described in subparagraph (a) hereinabove, including but not limited to dental, optical services, mental health services, prescription drugs and treatments, CONTRACTOR agrees to contact COUNTY'S Designated Representative to advise the Designated Representative of the County: (i) the identity of the

COUNTY inmate; (ii) the type of the medical services and/or treatments CONTRACTOR has determined the COUNTY inmate requires; (iii) any services or treatments the COUNTY inmate has received at the Facility in connection with the illness or condition for which CONTRACTOR is contacting COUNTY'S Designated Representative; (iv) a contact name and telephone number for the representative with OPERATOR that determined the medical services and/or treatments are necessary for the COUNTY inmate; and (v) the arrangements which have been made to transport the COUNTY inmate back to Liberty County to receive the medical services and/or treatments. In addition, should a COUNTY inmate be hospitalized for any reason at a non-Liberty County Facility, CONTRACTOR shall provide COUNTY with the information required in items (i) through (v) herein as well as a contact name and telephone number for a representative at the medical facility treating the COUNTY inmate that is familiar with the COUNTY inmate's condition.

- 4.05 CONTRACTOR and OPERATOR understand that the detention services to be provided under this Agreement include only basic custodial care and supervision, and do not include any special educational, vocational, or other programs.
- 4.06 CONTRACTOR reserves the right for CONTRACTOR and/or OPERATOR to review the background of inmates sought to be transferred to the Facility, and COUNTY agrees to cooperate with and provide information reasonably requested regarding any such inmate. CONTRACTOR reserves the right to refuse in writing acceptance of any such inmate if, in the reasonable judgment of CONTRACTOR'S Designated Representative, a particular inmate's behavior, medical, or psychological condition, or other circumstances of reasonable concern, makes the inmate unacceptable for incarceration in the Facility.
- 4.07 CONTRACTOR and OPERATOR further agree that should a prisoner be injured while being housed by CONTRACTOR, that CONTRACTOR and/or OPERATOR will within ten (10) hours notify COUNTY of said injury and provide COUNTY with copies of all incident reports relating to the injury.
- 4.08 OPERATOR shall be fully responsible and liable to COUNTY and CONTRACTOR for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of OPERATOR'S performance or nonperformance of the services and duties herein stated, but only in regard to the actual holding and incarceration of prisoners in the Facility and including the transfer of prisoners to and from the Facility unless transported by COUNTY.
- 4.09 **INDEMNIFICATION.** AS OPERATOR BENEFITS FINANCIALLY FROM THE TERMS OF THIS AGREEMENT, OPERATOR AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY CONTRACTOR and COUNTY AND THEIR OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, COSTS, ASSESSMENTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS (COLLECTIVELY, THE "LIABILITIES"), INCURRED OR

SUFFERED BY CONTRACTOR and COUNTY AND THEIR OFFICIALS, EMPLOYEES, AGENTS, AND REPRESENTATIVES THAT ARISE OUT OF OR RESULT FROM ANY CAUSE OR CLAIM OR ANY NEGLIGENT OR WRONGFUL ACT OR FAILURE TO ACT BY OPERATOR OR ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ITS SUBCONTRACTORS OR ASSIGNS, FOR LIABILITIES THAT ARISE OR RESULT FROM THE ACTS OR OMISSIONS OF OPERATOR IN ITS OPERATION OF THE FACILITY UNDER THE OPERATION AGREEMENT OR THIS AGREEMENT. THIS INDEMNITY SHALL NOT COVER ANY LIABILITIES, CLAIMS, DAMAGES, LOSSES, OR EXPENSES, INCLUDING ATTORNEYS' FEES CAUSED BY, OR RESULTING FROM, LIABILITIES THAT ARE ATTRIBUTABLE SOLELY TO THE GROSS NEGLIGENT ACTS OR OMISSIONS OF COUNTY OR CONTRACTOR OR THEIR OFFICIALS EMPLOYEES, AGENTS OR REPRESENTATIVES OR ANY LEGAL ENTITY FOR WHOSE NEGLIGENT ACTION OR OMISSION COUNTY OR CONTRACTOR MAY BE LIABLE.

4.10 CONTRACTOR shall require OPERATOR to maintain, at a minimum the insurance set out in Article VIII below.

ARTICLE V PAYMENT FOR SERVICES

5.01 COUNTY agrees to pay CONTRACTOR a per-diem rate for detention services under this Agreement in the amount of SIXTY DOLLARS (\$60.00) for each inmate for each day that detention services are provided. The Parties agree that a portion of any day shall be computed as a full day under this Agreement, and subject to the per diem rate, only on the day of arrival of the inmate to the Facility. COUNTY shall not be responsible for any pro-rated per diem fees for any partial day that includes the day of departure of any inmate.

5.02 COUNTY understands and acknowledges that only routine medical services, as described in Article IV, Section 4.04(a) hereinabove, are included in the per diem rate for detention services provided under this Agreement, and that reasonable medical expenses for services that are required to be provided pursuant to Article IV, Section 4.04(b) above shall be the responsibility of COUNTY.

5.03 CONTRACTOR and/or OPERATOR agrees to issue a monthly invoice to COUNTY addressed to the Liberty County Auditor, with a copy to COUNTY'S Designated Representative. Such statement shall detail the amount of compensation due and expenses incurred that are the responsibility of COUNTY under this Agreement as well as the period of time for which the invoice applies. The invoice submitted by CONTRACTOR hereunder shall be paid in accordance with Government Code Chapter 2251. If any amount set out in any invoice is disputed by COUNTY, then COUNTY agrees to notify CONTRACTOR in writing of the disputed amount, and the basis for the dispute, within fifteen (15) days of receipt of such invoice. The Parties agree that only payment of the disputed

amount may be retained by COUNTY until the disputed matter is resolved, and that payment of the undisputed balance must be paid in accordance with this Article V, Section 5.03.

5.04 Payments by COUNTY to CONTRACTOR for the detention services provided under this Agreement must be made from current revenues available to COUNTY. The payment of funds under any provision of this Agreement by COUNTY is contingent upon an appropriation by COUNTY to cover the provisions of the Agreement. Neither COUNTY, its elected officials, employees, agents, attorneys, nor any other individual acting on behalf of COUNTY may make any representation or warranty as to whether any appropriation will, from time to time, be made by the governing body of COUNTY. The failure of COUNTY to appropriate sufficient funds will not cause COUNTY to be in default under this Agreement, and CONTRACTOR'S sole and exclusive remedy shall be to terminate this Agreement.

ARTICLE VI RECORDS

6.01 COUNTY agrees to provide CONTRACTOR and/or OPERATOR with copies of all inmate classifications and detention records applicable to each inmate that is to be detained at the Facility under this Agreement as well as any medical records or other relevant information in the possession of COUNTY for each such inmate, including information regarding any special medication, diet, or exercise regimen applicable to each such inmate.

6.02 CONTRACTOR and/or OPERATOR agrees to provide COUNTY with copies of any records or reports maintained by CONTRACTOR that are applicable to the particular inmate of COUNTY relating to that inmate's detention at the Facility under this Agreement.

6.03 The Parties agree that neither CONTRACTOR nor OPERATOR shall be responsible for the computation or processing of any inmate's time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. In addition, CONTRACTOR shall not be responsible for paperwork arrangements for any inmate that is to be transferred to the Texas Department of Criminal Justice, Institutional Division. All of the foregoing recordkeeping and/or paperwork requirements shall continue to be the responsibility of COUNTY.

6.04 COUNTY agrees to comply with all of CONTRACTOR'S booking procedures. CONTRACTOR and/or OPERATOR hereby agree to furnish COUNTY with a copy of those procedures on, or prior to, execution of this Agreement by CONTRACTOR.

ARTICLE VII **PREA COMPLIANCE**

7.01 CONTRACTOR IS OBLIGATED TO ADOPT AND OPERATOR IS OBLIGATED TO COMPLY WITH THE PRISON RAPE ELIMINATION ACT (PREA) STANDARDS. CONTRACTOR AND OPERATOR SHALL ALLOW LIBERTY COUNTY SHERIFF'S OFFICE (BCSO) CONTRACT MONITORING TO ENSURE THAT THE CONTRACTOR AND OPERATOR ARE COMPLYING WITH THE PREA STANDARDS. ALL INMATES HAVE A RIGHT TO BE SAFE AND FREE FROM SEXUAL ASSAULT, SEXUAL HARASSMENT, AND STAFF SEXUAL MISCONDUCT. FAILURE TO ADOPT AND COMPLY WITH THE PREA STANDARDS SHALL RESULT IN TERMINATION OF THIS AGREEMENT.

ARTICLE VIII **INSURANCE**

8.01 OPERATOR and its subcontractors shall procure, pay for, and maintain during the term of this Agreement:

Commercial General Liability insurance for amounts not less than:

- 1) Premises/Operations
- 2) Independent Contractors
- 3) Products/Completed Operations
- 4) Personal Injury
- 5) Contractual Liability
- 6) Explosion/Collapse/Underground Property Damage (where applicable)

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal Injury per occurrence
\$1,000,000	Each Occurrence

COUNTY shall be named an additional insured.

Automobile liability insurance (owned/leased, hired, borrowed, and non-owned) not less than ONE MILLION DOLLARS (\$1,000,000.00), Combined Single Limit. COUNTY shall be named as an additional insured on this policy.

Statutory workers' compensation insurance with a waiver of subrogation in favor of COUNTY.

Employer's Liability insurance with limits of liability not less than:

\$500,000	Each Accident
\$500,000	Policy Limit for Disease
\$500,000	Each Employee for Disease

Professional Liability with limits of liability not less than:

\$1,000,000 Per Claim

\$2,000,000 Annual Aggregate

- 8.02 OPERATOR shall provide COUNTY with Certificates of Insurance and copies of endorsements prior to the execution of this Agreement evidencing that the stated coverages have been obtained.
- 8.03 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by COUNTY, OPERATOR shall notify the COUNTY of such and shall give such notices not less than thirty (30) days prior to the change, if OPERATOR knows of said change in advance, or ten (10) days' notice after the change, if OPERATOR did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the COUNTY representative.
- 8.04 In addition to any other remedies, COUNTY may have upon OPERATOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, COUNTY shall have the right to withhold any payment(s) which become due to OPERATOR hereunder until OPERATOR demonstrates compliance with the requirements hereof.
- 8.05 Nothing herein contained shall be construed as limiting in any way the extent to which OPERATOR may be held responsible for payments of damages to persons or property resulting from OPERATOR'S or its subcontractor's performance of the services covered under this Agreement.
- 8.06 It is agreed that OPERATOR'S insurance shall be deemed primary with respect to any insurance or self-insurance carried by COUNTY for liability of OPERATOR arising out of operations under this Agreement.
- 8.07 Nothing herein shall reduce or alter any obligation of OPERATOR to indemnify, defend or hold harmless the Indemnified Parties identified in Section 4.09. OPERATOR'S obligations for loss or damage arising out of the OPERATOR'S services or operations are not limited to the types or amounts of insurance set forth herein. Losses not covered by the insurance required hereunder shall be paid by OPERATOR.

ARTICLE IX
TEXAS LAW TO APPLY

9.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and exclusive venue for any proceeding shall be in Liberty County, Texas.

ARTICLE X **LEGAL CONSTRUCTION**

10.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XI **AMENDMENTS**

11.01 No amendment, modification, or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of COUNTY, CONTRACTOR, and OPERATOR.

ARTICLE XII **NOTICES**

12.01 All notices to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefor or given by certified or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below or at such other address as the Parties may designate. All notices given by mail shall be deemed to have been given three (3) days after the time of deposit in the United States mail and shall be effective from such date.

If to County:	Liberty County Judge Honorable - Jay Knight 1923 SAM HOUSTON RM 201 LIBERTY, TX 77575
With copy to:	Liberty County Sheriff Bobby Rader 2400 Beaumont Ave, Liberty, TX 77575
If to CONTRACTOR	Honorable Jeff Branick Jefferson County Judge 1149 Pearl Street Beaumont, Texas 77701

If to OPERATOR:

Tim Kurpiewski
LaSalle Southwest Corrections
26228 Ranch Rd. 12,
Dripping Springs, Texas 78620

ARTICLE XIII **ASSIGNMENT**

13.01 No Party may assign its rights, privileges, or obligations under this Agreement, in whole or in part, without the written consent of the other Parties. Any attempt to assign without such approval shall be void.

ARTICLE XIV **COMPLIANCE WITH LAWS AND ORDINANCES**

14.01 The Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement.

ARTICLE XV **PRIOR AGREEMENTS SUPERSEDED**

15.01 This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

ARTICLE XVI **MULTIPLE COUNTERPARTS**

16.01 This Agreement may be executed in counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

ARTICLE XVII **PARTIES BOUND**

17.01 This Agreement shall be binding upon and inure only to the benefit of the Parties hereto and their respective successors and assigns where permitted by this Agreement. There are no third-party beneficiaries to this Agreement.

EXECUTED IN TRIPPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 17th DAY OF November, 2020.

COUNTY OF LIBERTY

By: Jay Knight
Jay Knight
County Judge

ATTEST:

Lee H. Chambers by J. H. Cm

County Clerk

APPROVED:

By: Bobby Rader
Bobby Rader
County Sheriff

JEFFERSON COUNTY

By: Jeff Branick
Jeff Branick
County Judge

ATTEST:

By R. Good - Ching Deputy

County Clerk

APPROVED:

By: Zena Stephens
Zena Stephens
County Sheriff



LASALLE CORRECTIONS, INC

By: Tim R. Poush
Name: Tim R. Poush
Title: CFO
Date: 12-10-20

Regular, January 12, 2021

There being no further business to come before the Court at this time, same is now here adjourned on this date, January 12, 2021