

*Notice of Meeting and Agenda and Minutes*  
*November 23, 2021*

**SPECIAL, 11/23/2021 10:30:00 AM**

BE IT REMEMBERED that on November 23, 2021, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge (ABSENT)

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

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

Honorable Zena Stephens, Sheriff (ABSENT) - Represented by Danta Miller

Honorable Theresa Goodness , County Clerk (ABSENT) - Represented by Laurie Leister, Chief Deputy Clerk

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

**Notice of Meeting and Agenda and Minutes**  
**November 23, 2021**

Jeff R. Branick, County Judge  
Vernon Pierce, Commissioner, Precinct One  
Darrell Bush, Commissioner, Precinct Two  
Michael S. Sinegal, Commissioner, Precinct Three  
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS**  
**November 23, 2021**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **23rd day of November 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 **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

**INVOCATION: Vernon Pierce, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Darrell Bush, Commissioner, Precinct Two**

**Notice of Meeting and Agenda and Minutes**  
**November 23, 2021**

**PURCHASING:**

1. Receive and file Change Order No. 2 for (IFB 21-004/JW) Phase VI: First-Time Sanitary Sewer Improvements Project for Jefferson County (Community Development Block Grant) with Jet Aeration of Texas, LLC. for the addition of a drip distribution septic system (for residence located at 16539 Sandell) to meet TCEQ/County compliance for an increase of \$11,850.00, bringing the total contract amount from \$124,184.25 up to \$136,034.25. This project is funded by a Texas Community Development Block Grant from The Texas Department of Agriculture. (TxCDBG Contract No. 7218240); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

**SEE ATTACHMENTS ON PAGES 8 - 10**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Bush**

**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

2. Consider and approve, execute, receive and file an agreement (Agreement 21-071/JW) with Thomson Reuters (Westlaw) for an online access subscription for the 279th Civil District Court. This agreement is for a one-year term, at a monthly cost of \$57.00. This is in accordance with DIR Contract # DIR-LGL-CALIR-02 (Contract Option: 1A, Contract Renewal Year: 5).

**SEE ATTACHMENTS ON PAGES 11 - 16**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Bush**

**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

3. 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 17 - 22**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Bush**

**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Alfred**

**Action: APPROVED**

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**COUNTY AUDITOR:**

4. Consider and approve FY 2022 budget amendment - Constable Pct. 8 - additional cost for vehicle & equipment.

120-3072-425-6007	AUTOMOBILES	\$5,400.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$5,400.00

**SEE ATTACHMENTS ON PAGES 23 - 26**

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Bush**  
**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Alfred**  
**Action: APPROVED**

5. Consider and approve FY 2022 budget transfer - Road & Bridge Pct. 1 - additional cost for janitorial services.

111-0102-431-5077	CONTRACTUAL SERVICE	\$2,225.00	
111-0105-431-4014	SHARED EQUIPMENT MAINT.		\$2,225.00

**SEE ATTACHMENTS ON PAGES 27 - 27**

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Bush**  
**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Alfred**  
**Action: APPROVED**

6. Consider and approve Advance Funding Agreement (AFA) and related Resolution regarding the construction of the Taylor Bayou Bridge on State Hwy 124. This agreement allows the County to contract with TXDOT for the reconstruction of the bridge and the drainage improvements funded by the GLO-DR program

**Clerk's Notes: This will continue an existing project.**

**SEE ATTACHMENTS ON PAGES 28 - 46**  
**The Resolution is on pages 82 & 83**

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Bush**  
**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Alfred**  
**Action: APPROVED**

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7. Regular County Bills - check #489010 through check #489237.

**SEE ATTACHMENTS ON PAGES 47 - 55**

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Bush**  
**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Alfred**  
**Action: APPROVED**

**COUNTY COMMISSIONERS:**

8. Receive and file Certificate of Completion for Commissioner Vernon Pierce. Commissioner Pierce has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code for 2019.

**SEE ATTACHMENTS ON PAGES 56 - 56**

**Motion by: Commissioner Bush**  
**Second by: Commissioner Pierce**  
**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Alfred**  
**Action: APPROVED**

9. Consider, possibly approve, authorize the County Judge to execute, receive and file an Inter-local Agreement between Jefferson County Drainage District No. 7 and Jefferson County for improvement of the drainage structures at the Crane Bayou Pump Station. This will utilize funding from the Community Development Block Grant-Disaster Recovery Grant of Texas General Land Office (GLO).

**SEE ATTACHMENTS ON PAGES 57 - 63**

**Motion by: Commissioner Bush**  
**Second by: Commissioner Pierce**  
**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Alfred**  
**Action: APPROVED**

10. Consider, possibly approve, authorize the County Judge to execute, receive and file Drainage Easement from Jefferson County to Jefferson County Drainage District No. 6.

**SEE ATTACHMENTS ON PAGES 64 - 66**

**Action: TABLED**

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11. Consider, possibly approve, authorize the County Judge to execute, receive and file a Deed Without Warranty from Jefferson County to the City of Port Arthur for the benefit of the Port of Port Arthur.

**SEE ATTACHMENTS ON PAGES 67 - 74**

**Motion by: Commissioner Bush**  
**Second by: Commissioner Pierce**  
**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Alfred**  
**Action: APPROVED**

12. Consider and possibly approve a Resolution for AMTRAK daily service.

**SEE ATTACHMENTS ON PAGES 75 - 75**

**Motion by: Commissioner Bush**  
**Second by: Commissioner Pierce**  
**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Alfred**  
**Action: APPROVED**

**RISK MANAGEMENT:**

13. Consider and possibly approve a flat renewal for the Employee Assistance Program with Interface Behavioral Health at \$1.35 per employee per month, effective January 1, 2022.

**SEE ATTACHMENTS ON PAGES 76 - 81**

**Motion by: Commissioner Pierce**  
**Second by: Commissioner Bush**  
**In favor: Commissioner Pierce, Commissioner Bush, Commissioner Alfred**  
**Action: APPROVED**

**Other Business:**

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

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

*Notice of Meeting and Agenda and Minutes*  
*November 23, 2021*

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



## Construction Contract Change Order

Grant Recipient: Jefferson County

Select:  City  County

Contract No.: 7218240

Change Order No.: 2

Region: SETRPC

## Contractor:

JET Aeration of Texas, LLC  
21232 IH-10  
Vidor, TX 77662

## Engineer:

Toby Davis, PE  
2615 Calder Avenue, Suite 500  
Beaumont, TX 77702

Select Change Order Type(s):  Change to Existing Line Items  New Items Requested  Change in Contract Duration

## New Items Requested (Items WITHOUT a unit price in the original bid)

Provide explanation below (attach separate documentation as appropriate). The Grant Recipient must demonstrate competitive pricing for new items.

During construction the Contractor demonstrated that the property at 16539 Sandell is not large enough to support a septic sprinkler system and meet TCEQ/County compliance. This change order will provide for a drip distribution septic system that will fit in the available area and also comply with state and county regulations.

Bld Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change in Contract Price	+
13	Construct Drip System 16539 Sa		1	EA	\$11,850.00	1	\$11,850.00	-
Contract New Item Sub-Total:								\$11,850.00

## Justification for Change

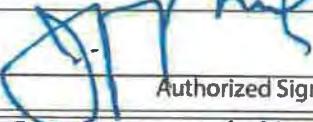
	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	Not Applicable
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearances still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Change Order Summary

Original Contract Price:	\$117,909.25	Original Contract End Date:	
Net Previous Change Order(s):	\$6,275.00	Net change of previous Change Orders (days):	
This Net Change Order:	\$11,850.00	Increase/Decrease of this Change Order (days):	
New Contract Price:	\$136,034.25	Change Order Contract End Date	
Cumulative % Change:	15.372%		

**NOTE:** Change orders for an increase of more than 25% will be rejected. The State of Texas considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process. Grant Recipient must rebid project in the event of an increase greater than 25%.

### Grant Recipient Approval (REQUIRED)

	<i>September 21, 2021</i>
Authorized Signature	Date
<b>Jeff R. Branick, Jefferson County Judge</b> <small>Authorized Signatory's Name and Title</small>	

### Engineer's Recommendation

	<i>9/1/2021</i>
Engineer's Signature	Date
<b>Toby J. Davis, PE</b> <small>Engineer's Name</small>	

### Contractor's Authorization

	<i>11-16-21</i>
Contractor's Signature	Date

### Sam Stroud II, Owner, Jet Aeration of Texas, LLC.

Contractor's Name and Title

To receive an email copy of the TDA response, provide contact information below

Name	Email
+	-

### For TDA office use only

This Net Change Order:	\$11,850.00	Increase/decrease of this Change Order (days):	n/a
Net Change Order Approved:	\$11,850.00	Increase/decrease of this Change Order Approved:	n/a
Approved Contract Amount:	\$136,034.25	Approved Contract Time:	n/a

Notes:

<i>Beth Karwoski</i> <small>Contract Specialist Signature</small>	<i>11/16/2021</i>
Date	

Director Signature (optional)	Date
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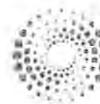
ATTEST: Theresa Goodness  
Theresa Goodness, Interim County Clerk  
Laurie Leister, Chief Deputy  
County Clerk

Date: November 23, 2021



## WEST ORDER FORM

610 Opperman Drive, P.O. Box 64833  
 St. Paul, MN 55164-1803  
 Tel: 651/687-8000



THOMSON REUTERS®

<b><u>Check West account status below as applicable:</u></b>		Rep Name & Number	Patrick Simpson	6025692
New <input checked="" type="checkbox"/>	(NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input type="checkbox"/>		Existing with changes <input type="checkbox"/>	(Permanent name change must attach a Customer Name Change Form)	
Acct #	Quote #	PO #	Date 11-11-21	
Name/Subscriber Jefferson County 279th Civil District Court		Bill To Acct #		
Order Confirmation Contact Name Randy Shelton				
E-Mail <a href="mailto:rshelton@co.jefferson.tx.us">rshelton@co.jefferson.tx.us</a>				
Password Contact Name (for password delivery) Randy Shelton				
E-Mail Same				
Time and Billing Contact Name Randy Shelton				
E-Mail Same				
Federal Government Account Type	Non-FEDLINK	FEDLINK	GSA	
MSA Jurisdiction	Texas	Contract #	DIR-LGL-CALIR-02	Option # 1A
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>	Additional Bill To <input type="checkbox"/>
Name Jefferson County 279th Civil District Court		Attn: Randy Shelton		
Address 1149 Pearl St.		Suite/Floor 2nd Floor		
City Beaumont		State TX	County Jefferson	Zip 77701

\* \* \* R E Q U I R E D \* \* \*

I F N E E D E D

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at <https://www.thomsonreuters.com/assignmentinfo>.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

- A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
- B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at <https://www.thomsonreuters.com/assignmentinfo>.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "I" or "Client".

**Thomson Reuters General Terms and Conditions**, apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at [legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf](http://legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf). In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Notes: SAID CODE: TX MSA

\* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage.

**Total Monthly Charges (initial Term) \$ 57.00**

**Online/Practice Solutions/Software Products Subscriptions**

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

When your Minimum Term terminates, the following will apply:

**Government Subscribers Post-Minimum Term.** At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

**Automatic Renewal Term for Non-Government Subscribers Only.** If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins, as defined below. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

#### CD-ROM and Dissomaster Products

Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for a Minimum Term of the following 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates.

**Initials for Post Minimum Term Subscription Services.** I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. At the end of the Minimum Term, your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter or, at least 60 days written notice,

**Annual billing (please check if requested)**

	<b>Banded Products Subscriptions</b>	
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You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

<b>Internal Corporate Use Only</b>	
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<b>BND</b>
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**Technical Contacts for Westlaw Patron Access and Campus Research**

Technical Contact Name (please print): \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Current Account #: \_\_\_\_\_

Patron Access: IP Address: \_\_\_\_\_

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range \_\_\_\_\_

\* Orders submitted without IP Address information may delay set up and access

**For Internal Office Use Only**

**OF Instructions:** Max Concu = # of terms/EmI to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

	<b>Online/Practice Solutions/Software Renewals</b>	
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Sub Matl #	Online/Practice Solutions/Software Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

**Notes:**

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

When this Renewal Term expires the following will apply.

**Post-Renewal Term for Government Subscribers.** At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

**Automatic Renewal Term for Non-Government Subscribers Only.** If you are a non-government subscriber, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term starts. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

	Passwords and QuickView+	
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Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

**Identify which Westlaw password holder you would like to have Quickview+ access:**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ E-mail \_\_\_\_\_

	Print/CD-ROM Products	
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Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Unit Price	Charges	Print Subscription Service (y/n)

Notes:

Total Charges \$ \_\_\_\_\_

**NA** Initial for Subscription Services. I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	Online/CD-ROM Products to be Lapsed	
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Full Svc #	Online/CD-ROM Products	# of Passwords

Notes:

	Westlaw Roaming Access	
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If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

**N/A** Initial to block roaming access

	Miscellaneous	
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- Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.
- Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-firm-central-caselogistix>. Excluded Charges may change after at least 30 days written or online notice.
- Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
- Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
- Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
- Cancellation Notice.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.
- Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.
- Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at [legalsolutions.com/ThomsonReuters-General-Terms-Conditions-PST.pdf](http://legalsolutions.com/ThomsonReuters-General-Terms-Conditions-PST.pdf). If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.
  - Campus Research
  - CD-ROM
  - Contract Express
  - Hosted Practice Solutions
  - ProView eBooks

- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**ACKNOWLEDGMENT**

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name Jeff R. Branick  
 Title Jefferson County Judge  
 Date November 23, 2021  
 Signature X / Jeff R. Branick, off

For Credit Card Transactions only:	Visa _____	Master Card _____	Am Ex _____
Card # _____	Expir. _____	Date _____	Total Amt. to Charge for this Order _____
Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.			

For Internal Use Only (Rep to complete for telephone print orders only)  
 By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Subscriber.

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Name of Customer Placing Order: \_\_\_\_\_  
 Signature of Rep: \_\_\_\_\_

ATTEST Laurie Lester  
 DATE 11-23-21 LAURIE LESTER  
 Chief Deputy  
 County Clerk





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

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

**MEMORANDUM**

To: Commissioners' Court

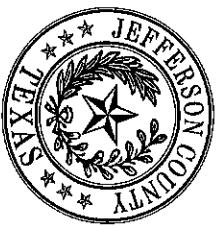
From: Deborah Clark *dc*  
Purchasing Agent

Date: November 18, 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 PURCHASING DEPARTMENT

## DISPOSAL OF SALVAGE PROPERTY

Date: 10/15/2021

Department: County Clerk

Contact Person: Theresa Goodness or Havlee Fournier

409-833-8428

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Approved in Com. Court.

111



## JEFFERSON COUNTY PURCHASING DEPARTMENT

### DISPOSAL OF SALVAGE PROPERTY

Date: 11/10/2021

Department: JCSO-Narcotics

Contact Person: Charlie Chance

Phone: 409-720-4036

Fax: 409-720-4031

Department Head Approval: MM

Approved in Com. Court: MM

Description of Property	Serial No.	Asset No.	Condition of Property
Panasonic HDC-HS80 Video Camera	F11TH00213	N/A	Broken-Not Repairable
Canon FS300 Video Camera	112082105391YH	N/A	Broken-Not Repairable
HP Photosmart C7280, Model SDG0B0713	3MY81NH3105	N/A	Broken-Not Repairable
Scanner/Printer			



## JEFFERSON COUNTY PURCHASING DEPARTMENT

Date: 11/10/2021

Department: JC50-Jail

Contact Person: Charlie Chance

Phone: 409-720-2038

Fax: 409-720-4031

### Department Head Approval:

Approved in Com. Court:

<b>Flashlights</b>		
<b>Model</b>	<b>SN#</b>	<b>Asset #</b>
Streamlight Stinger DS	049430-0512	N/A
<b>Misc. Items</b>		
<b>Model</b>	<b>SN#</b>	<b>Asset #</b>
Night Sight thermal vision system	250-003451	N/A
2015 Stinger Spike System	22883	N/A
2010 Stinger Spike System	30127	N/A
10-Genesis 2 Select Radar Remotes	Unknown	N/A
<b>Tasers</b>		
<b>Model</b>	<b>SN#</b>	<b>Asset#</b>
X26	X00-105573	N/A
X26	X00-648337	N/A
<b>Genesis II Select Radar System</b>		
<b>SN#</b>	<b>Asset#</b>	
G2S24031	N/A	
G2S24017	N/A	
G2S26816	N/A	
G2S23863	N/A	
G2S24022	N/A	
G2S24005	N/A	
G2S27070	N/A	
G2S36240	N/A	
G2S26808	N/A	
G2S29702	N/A	
G2S23858	N/A	
<b>Gensis II Select Bulbs</b>		
<b>SN#</b>	<b>Asset#</b>	
G2SKA25703	N/A	
G2SKA25708	N/A	
G2SKA25620	N/A	
G2SKA29875	N/A	
G2SKA25721	N/A	
G2SKA25710	N/A	
G2SKA25684	N/A	
G2SKA18503	N/A	
G2SKA26250	N/A	
G2SKA25690	N/A	
G2SKA25624	N/A	
G2SKA25689	N/A	

G2SKA28530	N/A
G2SKA25706	N/A
G2SK12173	N/A
G2SK12175	N/A
G2SKD09607	N/A
G2SKD09596	N/A
G2SKA25691	N/A
G2SKA28505	N/A
<b>In-Car Docking Station</b>	
<b>SN#</b>	<b>Asset#</b>
ZZCWA7130AD0045	
<b>Radar Tuning Forks</b>	
<b>SN#</b>	<b>Asset#</b>
57158	N/A
95174	N/A
229834	N/A
212727	N/A
212842	N/A
229992	N/A
228122	N/A
227026	N/A
110748	N/A
229899	N/A
229953	N/A
286073	N/A
286757	N/A

HAROLD L. DOUCET, JR.  
 CONSTABLE PRECINCT EIGHT  
 525 LAKESHORE DRIVE  
 PORT ARTHUR, TX 77640  
 409-983-8311 FAX 409-983-8303  
 E-mail [jcp8@co.jefferson.tx.us](mailto:jcp8@co.jefferson.tx.us)



WILLIE JANE BRISCOE  
 Senior Office Specialist

November 16, 2021

Jefferson County Commissioner's Court  
 Jefferson County Courthouse  
 1149 Pearl Street  
 Beaumont, Texas 77701

Honorable Judge and Commissioners:

Please amend budget \$2,145.00 for the following account: Capital Automobile 120-3072-425-6007. This is the price difference on current vehicle. Current and old price is attached.

Also add to the amendment \$4066.43 for Account: Minor Equipment 120-3072-425-3084. Quote is attached.

*Total amount needed is \$5,400*

Your consideration in this matter is greatly appreciated.

*120-3072-425-6007*

Thanks,

*Harold L. Doucet*

Harold L. Doucet, Jr.

HLD: wjb

35 • 851 • +

300 • +

4 • 066 • 43 • +

800 • +

004

41 • 017 • 43 • \*

41 • 017 • 43 • +

35 • 706 • -

000

5 • 311 • 43 • \*

2021 CHEV TAHOE PPV



## PRODUCT PRICING SUMMARY

GOODBUY 17-17 8F000 VEHICLES

VENDOR-Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: JEFFERSON COUNTY

Prepared by: KEN DURBIN

Contact: JOE ZURITA MO # 960-1380

Phone: MO # 409-284-1009

Email: JZURITA@CO.JEFFERSON.TX.US

Email: KDURBIN.SILSBEEFLEET@GMAIL.COM

Product Description 2022 CHEV TAHOE PPV

Date: October 18, 2021

A. Bid Item: 4

A. Base Price: \$ 31,992.00

## B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
I	2022 TAHOE PPV 2WD	\$ 2,445.00		BLACK EXT / GRAY INT	
	5.3L V-8 W-AUTOMATIC	\$ -		CONSTABLE PCT # 8	
	POWER GROUP / WINDOWS & LOCKS	\$ -		CUSTOMER PICK UP	
	REAR VIEW CAMERA	\$ -			
	CRUISE CONTROL	\$ -			
	RUNNING BOARDS	\$ -			
	KEYLESS ENTRY				
	TRAILER TOW PKG / CLASS # 3 HITCH				
I	LED LEFT SPOTLIGHT	\$ 645.00			
I	HEADLIGHT & TAILIGHT PREP PKG	\$ 125.00			

Total of B. Published Options: \$ 3,215.00

Published Option Discount (5%) \$ (38.50)

## C. Additional Options [not to exceed 25%]

\$= 0.4 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG	\$ 125.00		\$ -
<b>H. L. DOUCET, JR.</b>			
<b>CONSTABLE PCT #8</b>			
<b>JEFFERSON COUNTY</b>			

Total of C. Unpublished Options: \$ 125.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ 111.75

F. Contract Price Adjustment:

\$ 445.75

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 35,851.00

I. Quantity Ordered 1 x K=

\$ 35,851.00

J. Trade in:

\$ -

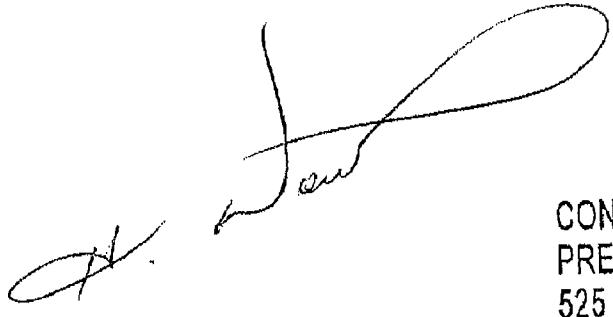
K. GOODBUY Administrative Fee (\$100 per purchase order)

\$ -

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 35,851.00

act # 120-3072-425- 6007



CONSTABLE H.L. DOUCET, JR.  
PRECINCT #8  
525 LAKESHORE DRIVE  
PORT ARTHUR, TX 77640



1211 Highway 96 North  
SILSBEE, TEXAS 77656  
(409) 895-3800

PARTS INVOICE

INVOICE NO.	CUSTOMER NO.	XO	P.O.#	CUSTOMER NAME	DATE
007576	JEFF11	XO		JEFFERSON COUNTY	06/22/21
THANK YOU FOR YOUR BUSINESS				1149 PEARL ST BEAUMONT TX 77701	
JOE Z. PRECINCT 8				H: (409) 727-2173 C: (409) 722-1916	

## Customer Quote

DIR	(3)	1	LI.VH21TAH	21 TAH CONSOLE	499.00	419.00	419.00
DIR	(3)	1	LI.21TAHBASE	21 TAH CON BASE	290.04	208.15	208.15
DIR	(3)	1	LI.CHE2EN	CUPHOLDER	52.96	38.01	38.01
DIR	(3)	2	LI.MK2CL	MIC HOLDER	24.48	17.57	35.14
DIR	(3)	1	LI.HDARMVP	ARMREST	203.32	145.92	145.92
DIR	(3)	1	LI.EB250200	PEW BOX	56.07	40.24	40.24
	(3)	1	LI.PS3MEDIA	PWR/USB PLATE	131.11	94.09	94.09
SPO	(3)	1	LI.ARMTELS	SLIDE ARM	361.93	259.74	259.74
DIR	(3)	1	LI.TS1	TIHL/SWIV ATTAC	89.44	64.19	64.19
	(3)	1	W.ISFL54Z	21 TAH INNER ED	758.36	758.36	758.36
	(3)	1	W.RPLS54	RR PILLAR LEDS	946.27	946.27	946.27
SPO	(3)	2	W.PSJ02FCR	STRIP LITE+ DUO	172.00	110.80	221.60
DIR	(3)	2	W.PSBK790	STRIP LITE ERAC	23.50	15.14	30.28
F14	(3)	1	911.GMPASS	4WAY/6WAY CONN	50.60	50.60	50.60
F52	(3)	1	C3.3492L6S	XCEL SIREN	499.00	350.86	350.86
F57	(3)	2	SO.EMPS2SMS2W	4" SCREW MNT	129.00	81.50	163.00
F45	(3)	1	W.SA315P	SPEAKER	328.00	159.21	159.21
SPO	(3)	1	W.SAK70	21 TAH SPKR BKT	41.00	23.77	23.77

act #120-3872-425-3084

H. L. Dowsett, Jr

RECEIVED  
COFFEE COUNTY TEXAS  
JULY 16 2021  
RECEIVED  
COLLINS, ERIC  
RECEIVED  
JULY 16 2021

Counterman 57 Quoted: 06/22/2021 15:53:17

				Freight 58.00		
				Parts 4008.43		
				State Tax .00		
Customer Signature				Quote Total 4066.43		
007576 Customer Quote						

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



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

**Vernon Pierce**  
Jefferson County  
Commissioner Pct. #1

**MEMORANDUM**

**TO:** **Fran Lee, Auditing**

**FROM:** **Ann Shorts, Pct. #1 Road and Bridge**

**DATE:** **11-16-2021**

**RE:** **Budget Transfer**

Transfer to Acct. #	111-0102-431-50-77	Contractual Services	\$2,225.00	
Transfer from Acct. #	111-0105-431-40-14	Shared Equipment		\$ 2,225.00

Transfer is requested for Janitorial Services, one day a week.

Please put this on the agenda for Tuesday November 23, 2021, for Court's approval.

Thank you,

Pct. #1 Road and Bridge

TxDOT:		Federal Highway Administration:	
CSJ #	0368-02-046	CFDA No.	20.205
District #	20 - Beaumont	CFDA Title	Highway Planning and Construction
Code Chart 64 #	50124		
Project Name	SH 124 Taylor Bayou Bridge Replacement	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT  
For  
Miscellaneous Construction  
On-System**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and **Jefferson County**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the replacement of the North Fork Taylor Bayou bridge on SH 124**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated

November 23, 2021, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

TxDot:		Federal Highway Administration:	
CSJ #	0368-02-046	CFDA No. 20.205 CFDA Title Highway Planning and Construction	
District #	20 - Beaumont		
Code Chart 64 #	50124		
Project Name	SH 124 Taylor Bayou Bridge Replacement		<i>AFA Not Used For Research &amp; Development</i>

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## AGREEMENT

### 1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	<b>Local Government</b>	Utilities	Article 8
2.	<b>Local Government</b>	Environmental Assessment and Mitigation	Article 9
3.	<b>Local Government</b>	Architectural and Engineering Services	Article 11
4.	<b>State</b>	Construction Responsibilities	Article 12
5.	<b>State</b>	Right of Way and Real Property	Article 14

### 2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 3. Scope of Work

The scope of work for the Project consists of the replacement of the bridge on SH 124 at the North Fork Taylor Bayou.

### 4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the

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estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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## 5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

## 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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## 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

## 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

## 11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the

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State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

## 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

## 14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

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## 15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## 16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Jefferson County ATTN: County Judge P.O. Box 4025 Beaumont, TX, 77704	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

## 17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

## 18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

## 19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a

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monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

#### **20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

#### **21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

#### **22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

#### **23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

#### **24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway

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Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. **Nondiscrimination:** The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. **Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. **Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## 27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

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## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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### 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$ \_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the

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Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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**32. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

**THE STATE OF TEXAS**

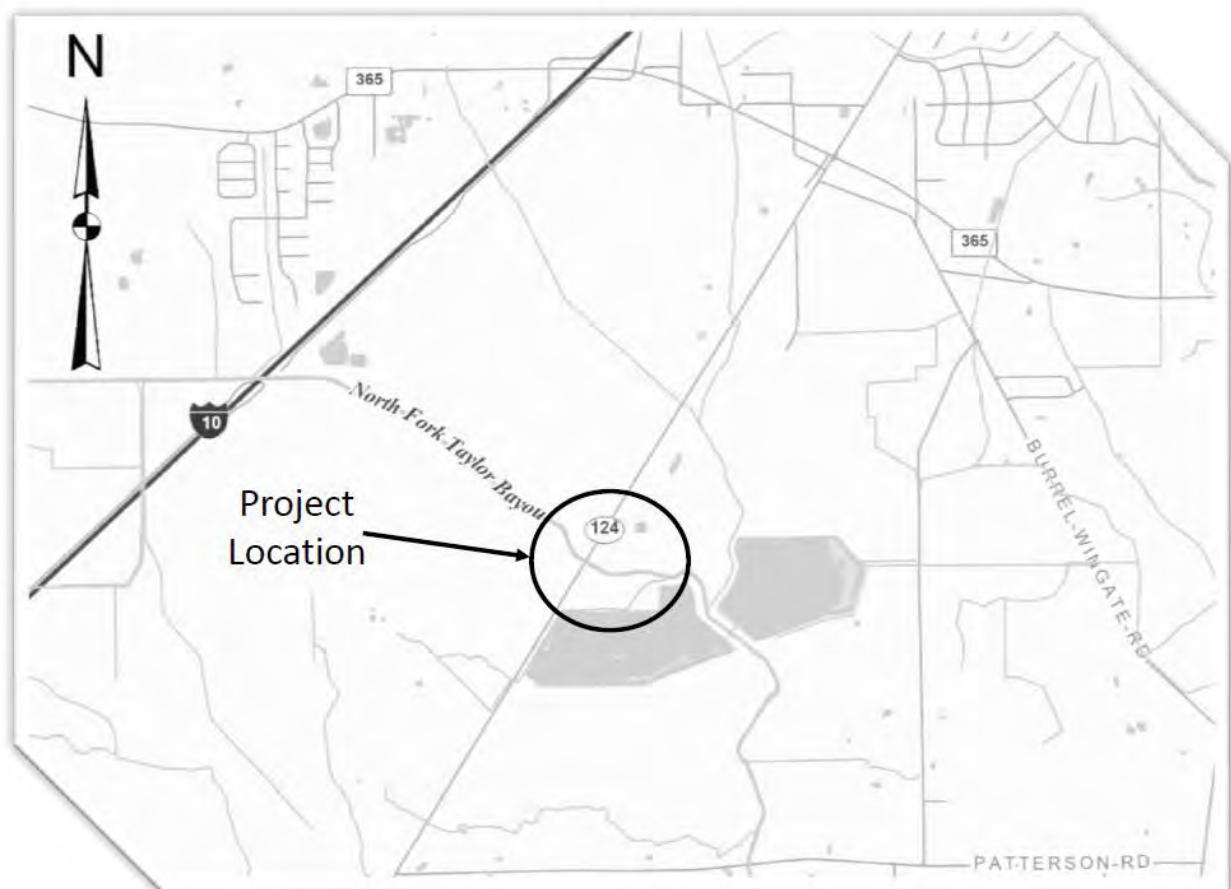
\_\_\_\_\_  
Signature  
Kenneth Stewart  
\_\_\_\_\_  
Typed or Printed Name  
Director of Contract Services  
\_\_\_\_\_  
Typed or Printed Title  
\_\_\_\_\_  
Date

**THE LOCAL GOVERNMENT**  
\_\_\_\_\_  
Signature  
Everette "Bo" Alfred  
\_\_\_\_\_  
Typed or Printed Name  
County Judge  
\_\_\_\_\_  
Typed or Printed Title  
11/23/21  
\_\_\_\_\_  
Date

SEE RESOLUTION REGARDING THE CONSTRUCTION OF THE TAYLOR BAYOU  
BRIDGE ON STATE HWY 124 ON PAGES 82 AND 83

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**ATTACHMENT B**  
**LOCATION MAP SHOWING PROJECT**



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## ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on applicable Federal/State funding and a fixed amount of Local Government funding until Local Government funding reaches the maximum obligated amount. The State will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal	State	Local
		Participation Cost	Participation Cost	Participation Cost
Engineering (by Local Government)	\$365,512	\$0	\$0	\$365.512
Construction (by State)	\$3,436,751	\$800,000	\$200,000	\$2,436,751
Subtotal	\$3,802,263	\$800,000	\$200,000	\$2,802,263
Environmental Direct State Costs	\$2,000	\$0	\$2,000	\$0
Right of Way Direct State Costs	\$1	\$0	\$1	\$0
Engineering Direct State Costs	\$7,500	\$0	\$7,500	\$0
Utility Direct State Costs	\$1	\$0	\$0	\$1
Construction Direct State Costs	\$325,000	\$0	\$325,000	\$0
Indirect State Costs	\$155,341	\$0	\$155.341	\$0
<b>TOTAL</b>	<b>\$4,292,106</b>	<b>\$800,000</b>	<b>\$689,842</b>	<b>\$2,802,264</b>

Initial payment by the Local Government to the State: \$0  
 The incremental payments by the Local Government to the State  
 will adhere to the following schedule:  
 Before construction: \$236,751  
 Each month after start of construction \$200,000  
 Total payment by the Local Government to the State: \$2,436,751  
 The total amount of Local Government participation shall not  
 exceed the amount appearing above.

NAME

AMOUNT CHECK NO. TOTAL

## ROAD &amp; BRIDGE PCT.#1

ABLE FASTENER, INC.	5.22	489011
SPIDLE & SPIDLE	4,921.20	489015
GULF COAST SCREW & SUPPLY	219.36	489041
ENTERGY	96.76	489042
M&D SUPPLY	202.02	489049
MUNRO'S	33.10	489055
OFFICE DEPOT	50.22	489060
SMART'S TRUCK & TRAILER, INC.	10.95	489072
ATTABOY TERMITE & PEST CONTROL	10.30	489161
B-GREENER INDUSTRIAL CLEANERS LLC	5,396.72	489165
SILSBEE FORD INC	34,878.90	489188
US FLAG AND FLAGPOLE SUPPLY	399.34	489210
O'REILLY AUTO PARTS	353.64	489212
GULF COAST	698.40	489216

47,254.23\*\*

## ROAD &amp; BRIDGE PCT.#2

SPIDLE & SPIDLE	5,601.78	489015
MUNRO'S	20.00	489055
RITTER @ HOME	77.98	489067
SETZER HARDWARE, INC.	56.81	489069
S.E. TEXAS BUILDING SERVICE	346.66	489073
TEXAS A&M UNIVERSITY	35.00	489098
PATHMARK TRAFFIC PRODUCTS OF TEXAS	1,613.75	489132
CENTERPOINT ENERGY RESOURCES CORP	58.54	489138
NEW WAVE WELDING TECHNOLOGY	7.75	489154
FRED MILLER'S OUTDOOR EQUIPMENT LLC	92.85	489196

7,911.12\*\*

## ROAD &amp; BRIDGE PCT. # 3

GULF COAST AUTOMOTIVE, INC.	57.71	489040
ENTERGY	27.60	489042
MUNRO'S	15.15	489055
SMART'S TRUCK & TRAILER, INC.	32.11	489072
HOWARD'S AUTO SUPPLY	12.56	489101
TEXAS GAS SERVICE	157.50	489131
CENTERPOINT ENERGY RESOURCES CORP	46.51	489138
SAM'S CLUB DIRECT	99.96	489178

449.10\*\*

## ROAD &amp; BRIDGE PCT.#4

BEAUMONT TROPHIES	185.10	489019
COASTAL WELDING SUPPLY	74.40	489029
FED EX	66.38	489036
GULF COAST SCREW & SUPPLY	17.67	489041
MUNRO'S	87.89	489055
SMART'S TRUCK & TRAILER, INC.	38.31	489072
AT&T	83.22	489082
TAC - TEXAS ASSN. OF COUNTIES	250.00	489085
HR DIRECT	71.52	489200
O'REILLY AUTO PARTS	74.48	489212
TRUX SERVICE BODY & RIGGING LLC	100.00	489215
GULF COAST	4,955.57	489216

6,004.54\*\*

## ENGINEERING FUND

VERIZON WIRELESS	201.10	489113
CANON SOLUTIONS AMERICA INC	159.72	489182
INSIGHT PUBLIC SECTOR INC	350.26	489192

711.08\*\*

## PARKS &amp; RECREATION

ACTION AUTO GLASS	313.60	489013
MOTION INDUSTRIES, INC.	358.91	489054

672.51\*\*

## GENERAL FUND

## TAX OFFICE

ACE IMAGEWEAR	38.61	489070
UNITED STATES POSTAL SERVICE	917.27	489118

NAME	AMOUNT	CHECK NO.	TOTAL
ALICIA MONK	712.93	489193	
ALLISON GETZ	990.69	489198	
MISHA BRUNO	712.93	489236	
AMANDA YATES	193.00	489237	3,565.43*
COUNTY HUMAN RESOURCES			
CASH ADVANCE ACCOUNT	757.02	489046	
UNITED STATES POSTAL SERVICE	2.65	489118	759.67*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	4.22	489118	4.22*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	163.70	489118	
SIERRA SPRING WATER CO. - BT	71.85	489120	
RICOH USA INC	279.73	489179	515.28*
COUNTY JUDGE			
LAIRON DOWDEN, JR.	500.00	489032	
OFFICE DEPOT	90.24	489060	
UNITED STATES POSTAL SERVICE	.46	489118	
ROCKY LAWDERMILK	500.00	489128	
THE YOES LAW FIRM, LLP	500.00	489141	
J.T. HAYNES	500.00	489142	
JERRY JOHN BRAGG	1,000.00	489163	
MOORE LANDREY LLP	500.00	489169	3,590.70*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.85	489118	2.85*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	153.05	489118	153.05*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	270.00	489203	270.00*
PURCHASING DEPARTMENT			
MCNEILL INSURANCE AGENCY	71.00	489051	
OFFICE DEPOT	265.79	489060	
UNITED STATES POSTAL SERVICE	9.68	489118	
CINTAS CORPORATION	83.76	489201	430.23*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,193.81	489017	
CASH ADVANCE ACCOUNT	30.00	489046	
NATIONAL ASSN. OF COUNTIES	5,045.00	489099	
ADVANCED STAFFING	97.50	489100	
IEA - INSPIRE, ENCOURAGE, ACHIEVE	200,000.00	489115	
TOWER COMMUNICATIONS, INC.	2,517.00	489116	
MILLIMAN	2,675.00	489156	
LJA ENGINEERING INC	700.16	489177	
TAYLOR PRINT & VISUAL IMPRESSIONS	955.35	489230	
WALMART CAPITAL ONE	99.43	489232	
JEFFERSON COUNTY LONG TERM RECOVERY	208,500.00	489235	421,813.25*
DATA PROCESSING			
OFFICE DEPOT	348.72	489060	
CDW COMPUTER CENTERS, INC.	8,734.12	489102	9,082.84*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	171.35	489118	171.35*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
DELL MARKETING L.P.	4,819.73	489031	
SIERRA SPRING WATER CO. - BT	8.99	489120	
DISTRICT ATTORNEY			4,828.72*
TRACEY D. BURK	160.20	489023	
CAMEO / SABINE NECHES TRAVEL	1,762.40	489025	
MIKE LAIRD	400.00	489048	
OFFICE DEPOT	104.00	489060	
TEXAS DISTRICT & COUNTY ATTY ASSN.	410.00	489088	
UNITED STATES POSTAL SERVICE	78.13	489118	
THOMSON REUTERS-WEST	424.46	489184	
TATIANA ZELEZNIAK	139.64	489199	
DISTRICT CLERK			3,478.83*
OFFICE DEPOT	341.41	489060	
UNITED STATES POSTAL SERVICE	278.17	489118	
WESTERN MICROGRAPHICS & IMAGING	262.00	489176	
AERIALINK, LLC	169.34	489225	
CHAPMAN VENDING	9.00	489228	
CRIMINAL DISTRICT COURT			1,059.92*
UNITED STATES POSTAL SERVICE	8.52	489118	
136TH DISTRICT COURT			8.52*
THOMSON REUTERS-WEST	48.54	489184	
252ND DISTRICT COURT			48.54*
THOMAS J. BURBANK PC	500.00	489022	
OFFICE DEPOT	198.50	489060	
UNITED STATES POSTAL SERVICE	23.22	489118	
SUMMER TANNER	48.50	489144	
ANITA U SEPEDA	200.00	489168	
279TH DISTRICT COURT			970.22*
ANITA F. PROVO	825.00	489064	
WENDELL RADFORD	325.00	489065	
NATHAN REYNOLDS, JR.	1,320.00	489066	
CHARLES ROJAS	545.00	489104	
JOEL WEBB VAZQUEZ	985.00	489135	
RONALD PLESSALA	325.00	489157	
REAUD MORGAN & QUINN LLP	165.00	489158	
JONATHAN L. STOVALL	275.00	489171	
LINDSAY LAW FIRM, PLLC	220.00	489173	
MATUSKA LAW FIRM	110.00	489191	
THE PARDUE LAW FIRM, PLLC	3,065.00	489223	
SHELANDER LAW OFFICE	165.00	489229	
317TH DISTRICT COURT			8,325.00*
TRACEY D. BURK	1,368.30	489023	
TEXAS COURT REPORTERS ASSOCIATION	165.00	489089	
CHARLES ROJAS	150.00	489104	
UNITED STATES POSTAL SERVICE	.40	489118	
GLEN M. CROCKER	600.00	489124	
ALLEN PARKER	150.00	489164	
JONATHAN L. STOVALL	150.00	489171	
JUSTICE COURT-PCT 1 PL 1			2,583.70*
UNITED STATES POSTAL SERVICE	22.50	489118	
JUSTICE COURT-PCT 1 PL 2			22.50*
OFFICE DEPOT	169.43	489060	
UNITED STATES POSTAL SERVICE	.93	489118	
JUSTICE COURT-PCT 2			170.36*

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS STATE UNIVERSITY SAN MARS	705.00	489077	705.00*
JUSTICE COURT-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS	260.00	489078	
TEXAS STATE UNIVERSITY SAN MARS	260.00	489079	
TEXAS STATE UNIVERSITY SAN MARS	220.00	489080	
TEXAS STATE UNIVERSITY SAN MARS	220.00	489081	
AT&T	83.22	489083	
JUSTICE COURT-PCT 6			1,043.22*
OFFICE DEPOT	26.98	489060	
UNITED STATES POSTAL SERVICE	36.98	489118	
SIERRA SPRING WATER CO. - BT	36.92	489122	
JUSTICE OF PEACE PCT. 8			100.88*
TEXAS STATE UNIVERSITY SAN MARS	310.00	489077	
THOMSON REUTERS-WEST	180.00	489184	
COUNTY COURT AT LAW NO.1			490.00*
UNITED STATES POSTAL SERVICE	3.90	489118	
LEXIS-NEXIS	83.00	489119	
SIERRA SPRING WATER CO. - BT	65.36	489121	
COUNTY COURT AT LAW NO. 2			152.26*
TODD W LEBLANC	400.00	489012	
MARVA PROVO	250.00	489063	
CHARLES ROJAS	250.00	489104	
UNITED STATES POSTAL SERVICE	11.99	489118	
ANTOINE FREEMAN	400.00	489153	
TURK LAW FIRM	300.00	489180	
JARED GILTHORPE	500.00	489194	
BYNUM LAW PLLC	600.00	489222	
CARRIER & ALLISON LAW GROUP PC	250.00	489224	
COUNTY COURT AT LAW NO. 3			2,961.99*
THOMAS J. BURBANK PC	250.00	489022	
MARVA PROVO	500.00	489063	
JOHN D WEST	250.00	489107	
UNITED STATES POSTAL SERVICE	8.76	489118	
SIERRA SPRING WATER CO. - BT	37.94	489123	
LANGSTON ADAMS	300.00	489130	
CARRIER & ALLISON LAW GROUP PC	300.00	489224	
COURT MASTER			1,646.70*
UNITED STATES POSTAL SERVICE	1.06	489118	
MEDIATION CENTER			1.06*
SOUTHEAST TEXAS WATER	41.50	489076	
UNITED STATES POSTAL SERVICE	3.94	489118	
USER FRIENDLY PHONE BOOK	648.00	489140	
SHERIFF'S DEPARTMENT			693.44*
FED EX	7.85	489034	
FED EX	156.68	489035	
ENTERGY	876.23	489042	
CASH ADVANCE ACCOUNT	1,268.60	489046	
KIRKSEY'S SPRINT PRINTING	24.95	489047	
M&D SUPPLY	348.99	489049	
MOORMAN & ASSOCIATES, INC.	2,210.00	489053	
OFFICE DEPOT	398.81	489060	
AMERICAN POLYGRAPH ASSOCIATION	300.00	489105	
VERIZON WIRELESS	3,457.39	489112	
UNITED STATES POSTAL SERVICE	1,888.70	489118	
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	489126	

NAME	AMOUNT	CHECK NO.	TOTAL
MARK ELLIS	150.00	489143	
ERIN TECHNOLOGY LLC	750.00	489174	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	1,935.95	489189	
GALLS LLC	583.82	489197	
THE MONOGRAM SHOP	15.00	489205	
NEIGHBORHOOD VETERINARY CENTERS	1,308.59	489220	
CRIME LABORATORY			15,716.51*
AMERA-CHEM	106.90	489014	
FISHER SCIENTIFIC	174.56	489037	
SOUTHEAST TEXAS WATER	29.95	489075	
THERMAL SCIENTIFIC, INC.	200.00	489093	
JAIL - NO. 2			511.41*
BOB BARKER CO., INC.	63.66	489018	
COASTAL WELDING SUPPLY	99.20	489029	
W.W. GRAINGER, INC.	134.60	489039	
JACK BROOKS RÉGIONAL AIRPORT	697.78	489045	
M&D SUPPLY	216.95	489049	
MCNEILL INSURANCE AGENCY	71.00	489051	
OFFICE DEPOT	14.76	489060	
RITTER @ HOME	105.54	489067	
AT&T	1,400.98	489082	
TEXAS DEPT OF LICENSING &	40.00	489090	
WORTH HYDROCHEM	342.00	489095	
CDW COMPUTER CENTERS, INC.	106.69	489102	
TEXAS GAS SERVICE	692.75	489131	
INTERCONTINENTAL JET CORP	875.50	489137	
WORLD FUEL SERVICES	4,045.16	489162	
CORRHEALTH LLC	112,062.87	489209	
JUVENILE PROBATION DEPT.			120,969.44*
KIRKSEY'S SPRINT PRINTING	24.95	489047	
UNITED STATES POSTAL SERVICE	8.05	489118	
JUVENILE DETENTION HOME			33.00*
OFFICE DEPOT	267.26	489060	
S.E. TEXAS BUILDING SERVICE	2,600.00	489073	
BEN E KEITH FOODS	3,524.50	489134	
CENTERPOINT ENERGY RESOURCES CORP	156.85	489138	
VEQUAL ROBERTS	400.00	489226	
CONSTABLE PCT 1			6,948.61*
UNITED STATES POSTAL SERVICE	27.93	489118	
CONSTABLE-PCT 2			27.93*
TND WORKWEAR CO LLC	142.95	489204	
CONSTABLE-PCT 4			142.95*
AT&T	41.61	489082	
DISH NETWORK	72.64	489147	
CONSTABLE-PCT 6			114.25*
UNITED STATES POSTAL SERVICE	1.38	489118	
AGRICULTURE EXTENSION SVC			1.38*
OFFICE DEPOT	10.14	489060	
HEALTH AND WELFARE NO. 1			10.14*
CALVARY MORTUARY	1,750.00	489024	
CLAYBAR FUNERAL HOME, INC.	1,500.00	489028	
CASH ADVANCE ACCOUNT	487.32	489046	
MERCY FUNERAL HOME	1,400.00	489052	

NAME	AMOUNT	CHECK NO.	TOTAL
MUNRO'S	17.60	489056	
MUNRO'S	17.60	489057	
OFFICE DEPOT	195.32	489060	
UNITED STATES POSTAL SERVICE	51.79	489118	5,419.63*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	1,500.00	489021	
O.W. COLLINS APARTMENTS	60.00	489030	
CASH ADVANCE ACCOUNT	163.00	489046	
CANDICE FORD	31.92	489202	1,754.92*
ENVIRONMENTAL CONTROL			
LAMAR INSTITUTE OF TECHNOLOGY	25.00	489129	
NATIONAL ENVIRONMENTAL HEALTH ASSOC	100.00	489234	125.00*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	21,676.92	489186	21,676.92*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	489114	150.00*
MAINTENANCE-BEAUMONT			
ECOLAB	212.47	489033	
W.W. GRAINGER, INC.	81.24	489039	
M&D SUPPLY	193.52	489049	
ACE IMAGEWEAR	203.70	489070	
S.E. TEXAS BUILDING SERVICE	25,381.80	489073	
AT&T	72.08	489082	
TEXAS DEPT OF LICENSING &	200.00	489091	
OTIS ELEVATOR COMPANY	2,808.46	489133	
TRIANGLE ART & FRAME	312.00	489231	29,465.27*
MAINTENANCE-PORT ARTHUR			
ENTERGY	157.15	489042	
NOACK LOCKSMITH	34.50	489058	
SHERWIN-WILLIAMS	46.89	489071	
TEXAS DEPT OF LICENSING &	20.00	489092	
HOWARD'S AUTO SUPPLY	164.41	489101	
LOWE'S HOME CENTERS, INC.	217.78	489127	
CHRISTOPHER ELECTRIC INC	223.00	489155	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	90.00	489159	
PARKER LUMBER	111.96	489166	
RAYON LOCKSMITH	218.00	489206	
VECTOR SECURITY	235.00	489207	
FASTSIGNS -NEDERLAND/PORT ARTHUR	125.00	489217	
LYON PLUMBING	2,675.00	489233	4,318.69*
MAINTENANCE-MID COUNTY			
SETZER HARDWARE, INC.	110.96	489069	
ACE IMAGEWEAR	72.98	489070	
S.E. TEXAS BUILDING SERVICE	4,341.67	489073	
CENTERPOINT ENERGY RESOURCES CORP	100.19	489138	
A1 FILTER SERVICE COMPANY	99.50	489175	4,725.30*
SERVICE CENTER			
SPIDLE & SPIDLE	3,750.54	489015	
CHUCK'S WRECKER SERVICE	125.00	489026	
W.W. GRAINGER, INC.	178.03	489039	
OFFICE DEPOT	95.20	489060	
PHILPOTT MOTORS, INC.	122.81	489061	
RITTER @ HOME	34.17	489067	
JEFFERSON CTY. TAX OFFICE	7.50	489108	
JEFFERSON CTY. TAX OFFICE	7.50	489109	
JEFFERSON CTY. TAX OFFICE	7.50	489110	
JEFFERSON CTY. TAX OFFICE	7.50	489111	

NAME	AMOUNT	CHECK NO.	TOTAL
BUMPER TO BUMPER THE GOODYEAR TIRE & RUBBER COMPANY	2.69 1,875.00	489136 489211	53 6,213.44*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	12.07	489118	12.07*
MOSQUITO CONTROL FUND			687,986.59**
ENTERGY M&D SUPPLY CENTERPOINT ENERGY RESOURCES CORP LJA ENGINEERING INC O'REILLY AUTO PARTS	482.71 54.48 107.37 1,252.00 33.24	489042 489049 489138 489177 489212	1,929.80**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,204.50	489221	1,204.50**
SECURITY FEE FUND			
GALLS LLC ALLIED UNIVERSAL SECURITY SERVICES	79.00 9,880.19	489197 489219	9,959.19**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,509.03	489184	2,509.03**
EMPG GRANT			
AT&T VERIZON WIRELESS	54 1,678.55	489016 489114	1,679.09**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	65.10	489112	65.10**
GRANT A STATE AID			
HAYS COUNTY YOUTH ADVOCATE PROGRAMS INC	6,107.00 6,265.00	489097 489150	12,372.00**
COMMUNITY SUPERVISION FND			
BEAUMONT TROPHIES OFFICE DEPOT UNITED STATES POSTAL SERVICE REDWOOD TOXICOLOGY LABORATORY JCCSC	221.00 645.26 87.57 374.10 300.00	489019 489060 489118 489148 489170	1,627.93**
JEFF. CO. WOMEN'S CENTER			
BELL'S LAUNDRY HYDRO-CLEAN SERVICES, INC. ISI COMMERCIAL REFRIGERATION MARKET BASKET PREMIUM PLUMBING AT&T TIME WARNER COMMUNICATIONS PETTY CASH - RESTITUTION I TEXAS FIRE & COMMUNICATIONS REDWOOD TOXICOLOGY LABORATORY SAM'S CLUB DIRECT MATERA PAPER COMPANY INC	404.55 422.50 105.00 345.73 140.00 147.74 49.14 9.49 90.00 1,116.00 18.48 718.96	489020 489043 489044 489050 489062 489082 489086 489096 489106 489148 489178 489183	3,567.59**
DRUG DIVERSION PROGRAM			
OFFICE DEPOT	574.27	489060	574.27**
SHERIFF'S TRAINING GRANT			
ENTERPRISE RENT A CAR COMPANY	675.00	489195	675.00**
LAW OFFICER TRAINING GRT			

NAME	AMOUNT	CHECK NO.	TOTAL
W.W. GRAINGER, INC.	1,624.46	489039	1,624.46**
COUNTY CLERK - RECORD MGT			
CDW COMPUTER CENTERS, INC.	5,068.14	489102	
MANATRON	11,584.24	489149	
HOTEL OCCUPANCY TAX FUND			16,652.38**
CASH ADVANCE ACCOUNT	353.36	489046	
M&D SUPPLY	49.05	489049	
AT&T	120.39	489082	
ULINE SHIPPING SUPPLY SPECIALI	139.42	489094	
UNITED STATES POSTAL SERVICE	9.10	489118	
DISH NETWORK	132.65	489145	
SAM'S CLUB DIRECT	112.18	489178	
CINTAS CORPORATION	127.97	489201	
CHAPMAN VENDING	86.29	489228	
CAPITAL PROJECTS FUND			1,130.41**
A&A ELECTRIC CO OF BEAUMONT INC	40,765.78	489010	
SIGNATURE GROUP	18,576.00	489172	
HONESTY ENVIRONMENTAL SERVICES, INC	1,490.00	489227	
COASTAL RESTORATION PRJCT			60,831.78**
TIM RICHARDSON	9,000.00	489187	
AIRPORT FUND			9,000.00**
SPIDLE & SPIDLE	1,735.10	489015	
ENTERGY	605.10	489042	
MUNRO'S	111.65	489055	
OFFICE DEPOT	109.77	489060	
SANITARY SUPPLY, INC.	644.36	489068	
TIME WARNER COMMUNICATIONS	105.54	489087	
WESTEND HARDWARE CO	60.16	489125	
CENTERPOINT ENERGY RESOURCES CORP	176.60	489138	
DISH NETWORK	104.15	489146	
PAX SUPPLY	38.50	489151	
MHC DATACOMM	2,825.00	489160	
ATTABOY TERMITES & PEST CONTROL	317.25	489161	
INDUSTRIAL DISPOSAL SUPPLY CO	114.20	489167	
RC SERVICE	91.48	489181	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	101.84	489190	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	15.90	489196	
TITAN AVIATION FUELS	43,327.49	489213	
BEARCOM / KAY ELECTRONICS	107.00	489214	
SE TX EMP. BENEFIT POOL			50,591.09**
EXPRESS SCRIPTS INC	188,506.22	489208	
UNITED HEALTHCARE SERVICES INC	953.44	489218	
WORKER'S COMPENSATION FD			189,459.66**
TRISTRAR RISK MANAGEMENT	1,150.00	489139	
D.A.'S FORFEITED FUNDS			1,150.00**
OFFICE DEPOT	689.99	489060	
SHERIFF'S FORFEITURE FUND			689.99**
CASH ADVANCE ACCOUNT	3,789.29	489046	
ARRC CORONAVIRUS RECOVERY			3,789.29**
CITY OF BEAUMONT - WATER DEPT.	69.05	489027	
ENTERGY	2,271.83	489042	
EMERGENCY RENTAL ASSIST			2,340.88**

NAME	AMOUNT	CHECK NO.	TOTAL
S.E. TEXAS REGIONAL PLANNING	2,000,000.00	489074	2,000,000.00**
MARINE DIVISION			
GT DISTRIBUTORS, INC.	106.44	489038	
JACK BROOKS REGIONAL AIRPORT	205.88	489045	
RITTER @ HOME	185.70	489067	
SUN COAST RESOURCES, INC.	14,926.74	489084	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	489103	
VERIZON WIRELESS	151.96	489112	
BUMPER TO BUMPER	107.14	489136	
THE DINGO GROUP-PETE JORGENSEN MARI	255.60	489152	
CARRIER ENTERPRISE LLC	10.00	489185	
VECTOR SECURITY	39.95	489207	
			16,049.41**
			3,139,082.04***

**COUNTY JUDGES AND COMMISSIONERS  
ASSOCIATION OF TEXAS**  
County Commissioner Continuing Education Transcript

Reporting Period: 1/1/2021 - 12/31/2021

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Hon. Vernon Pierce  
Commissioner  
Jefferson County  
1149 Pearl St Fl 4  
Beaumont, TX 77701  
Phone: (409) 835-8442  
Fax: (409) 835-8628

ID:  
255853  
Term:  
1/1/2021 - 12/31/2024

Date	Description	Earned Hours
1/15/2021	2021 Seminar for Newly Elected Judges and Commissioners	20.50
3/5/2021	Urban Counties Education & Policy Conference	10.75
6/30/2021	2021 Conference of the County Investment Academy	15.00
9/3/2021	2021 Legislative Conference	9.00
10/14/2021	99th Annual CJCA of Texas Conference	15.00

**Total Hours Earned: 70.25**

**You have met your 2021 Commissioner Statutory Continuing Education requirement.  
You will carry forward 8.00 hours to the next reporting period.**

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

INTERLOCAL AGREEMENT  
Between  
COUNTY OF JEFFERSON  
and  
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

STATE OF TEXAS  
COUNTY OF JEFFERSON

This Inter-Governmental Agreement between the County of Jefferson, Texas, whose address is 1149 Pearl Street, Beaumont, Texas 77701 hereinafter referred to as "COUNTY" and Jefferson County Drainage District No. 7, a special district of the State of Texas, whose address is 4401 Ninth Avenue, Port Arthur, Texas 77642 (hereinafter called "DISTRICT") under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is as follows:

WHEREAS, the COUNTY is approved by the Texas General Land Office (GLO) for a Disaster Recovery (DR) allocation from a Community Development Block Grant (CDBG) in the amount of \$1,219,000 for a project "Crane Bayou Pump Station Generators" (Project) and;

WHEREAS, the COUNTY and the DISTRICT desire to utilize the \$1,219,000 to improve the drainage structures at the Crane Bayou Pump Station by upgrading the facility with the project description as described in attachment A and;

**WHEREAS**, the COUNTY and the DISTRICT are desirous of reciting in writing certain duties and obligations between the parties hereto;

**FOR AND IN CONSIDERATION** of the mutual benefits flowing to the COUNTY and the DISTRICT as a result of working together to make improvements to the drainage infrastructure, and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## WITNESSETH

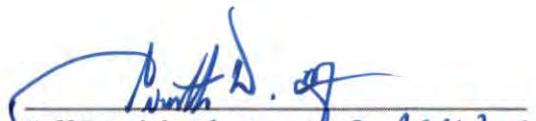
1. The COUNTY will administer the CDBG-DR allocation of \$1,219,000 for the Crane Bayou Pump Station Generator project which is budgeted in the following categories:

Construction:	\$1,000,000
Engineering	150,000
Environmental	9,000
Grant Administration	<u>60,000</u>
Total Funding	<u>\$1,219,000</u>

2. The DISTRICT will reimburse the COUNTY for any additional cost over the individual budget categories listed above unless, a reallocation of budgeted funds or additional funding is received from the GLO to reduce any respective budget overages
3. The COUNTY will procure the Construction, Engineering, Environmental and Grant Administration in accordance with the CDBG-DR grant from the GLO for the Project.
4. The DISTRICT will coordinate with the COUNTY and provide access to Project site.
5. The DISTRICT will maintain the assets provided by the Project after completion.
6. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for final and binding resolution.

JEFFERSON COUNTY, TEXAS

WITNESS OUR HANDS effective this 23<sup>rd</sup> day of November, 2021.

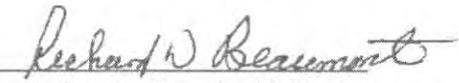
  
 Jeff Branick EVERETTE D. ALFRED  
 County Judge  
 Jefferson County, Texas

ATTEST:

Printed Name: Laurie Leister  
 Title: Chief Deputy County Clerk

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

WITNESS OUR HANDS effective this 16<sup>th</sup> day of November, 2021.

  
 Richard W. Beermann  
 Chairman, Board of Directors  
 Jefferson County Drainage District No. 7

ATTEST:

By: Diane Smith  
 Printed Name: Diane Smith  
 Title: Admin. Assistant

Exhibit A  
Project Description

The Project will include the following:

1. Installation of two (2) 80 kW diesel generators with belly tanks.
2. Installation of one new automatic transfer switch and switchgear.
3. Installation of a fuel line from existing vaulted day tanks to a location inside the generator building to allow for manual refilling of the generator belly tanks.
4. Provide foundation design (Plans and Specifications) for the generator building as well as technical specification for new pre-cast concrete building designed for Category 5 hurricane force winds and impact. The new generator building will be a standalone structure and will not interfere with any of the existing features/structures.
5. Provide new feeders and conduit/cabling for the new generator, switchgear and automatic transfer switch.
6. Provide new feeders and conduit/cabling for new building including lighting and ventilation
7. Provide modifications to the existing SCADA system to incorporate new equipment.
8. Provide ventilation and exhaust systems in the generator building.
9. File applications with the state fire marshal for a new building.

**RESOLUTION NO. 481**  
**AUTHORIZING INTERLOCAL AGREEMENT WITH THE**  
**COUNTY OF JEFFERSON, TEXAS**

STATE OF TEXAS  
COUNTY OF JEFFERSON

WHEREAS, Jefferson County Drainage District No. 7 (the "District") desires to enter into an Interlocal Agreement with the County of Jefferson, Texas (the "County") to improve the drainage structures at the Crane Bayou Pump Station; and

WHEREAS, the County has been approved by the Texas General Land Office (GLO) for a Disaster Recovery (DR) allocation from a Community Development Block Grant (CDBG) in the amount of \$1,219,000 for a project "Crane Bayou Pump Station Generators" (Project); and

WHEREAS, the County and the District desire to utilize the \$1,219,000 to improve the drainage structures at the Crane Bayou Pump Station by upgrading the facility's stand-by generators, along with associated electrical apparatus and building structure; and

WHEREAS, the County will administer the CDBG-DR allocation of funds, and the District will reimburse the County for any additional costs over the budget categories detailed within the attached Interlocal Agreement; and

WHEREAS, the County will procure the construction, engineering, environmental and grant administration in accordance with the CDBG-DR grant from the GLO for the Project; and

WHEREAS, the District will coordinate with the County and provide access to the Project site; and

WHEREAS, the District will maintain the assets provided by the Project after completion; and

WHEREAS, the District wishes to authorize the District's Chairman of the Board to execute the Interlocal Agreement on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7:

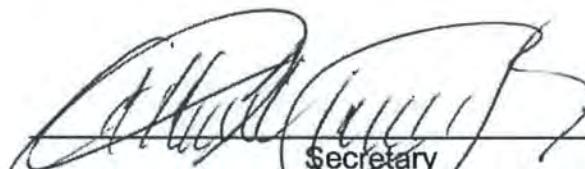
THAT it is in the best interest of the District to enter into an Interlocal Agreement with the County of Jefferson, Texas pursuant to the terms and agreements set forth in said Interlocal Agreement and to authorize its Chairman of the Board to execute on behalf of the District the attached instrument.

THAT the Chairman be, and hereby is, authorized to take any and all action and is authorized to execute any and all instruments, documents, or filings in connection with the accomplishment of the transactions outlined in this resolution and to certify the adoption of such resolutions to such parties which such Chairman deems necessary or appropriate.

I, Albert Moses, Jr., Secretary of the Board of Commissioners of Jefferson County Drainage District No. 7, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Commissioners of Jefferson County Drainage District No. 7, at their meeting No. 2360 held on the 16<sup>th</sup> day of November, 2021, upon motion made by Commissioner Moses and seconded by

Commissioner Champagne and adopted unanimously by said Board, a quorum being present.

Given under my hand this 16<sup>th</sup> day of November 2021.



\_\_\_\_\_  
Secretary  
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7

## DRAINAGE EASEMENT

STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

KNOW ALL MEN BY THESE PRESENTS:

**JEFFERSON COUNTY**, whose mailing address is 1149 Pearl Street, Beaumont, Texas 77701, (hereinafter called "GRANTOR"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the reservations and exceptions described herein, does hereby GRANT, BARGAIN, SELL and CONVEY unto **Jefferson County Drainage District No. 6** (hereinafter called "GRANTEE"), its successors and assigns, a perpetual nonexclusive drainage easement for constructing, operating and maintaining stormwater drainage ditches, berms and related facilities in, on, over and across the lands described herein, attached hereto and made a part hereof as though here copied verbatim, for drainage purposes. The drainage easement, situated in the Samuel stivers League, Abstract 51, Jefferson County, Texas, is more particularly described as follows, to-wit:

### DITCH NOS. 212 AND 214 DRAINAGE EASEMENT

The Drainage Easement granted is depicted by ditch number reference in Exhibit "A," attached hereto and incorporated by reference. Each ditch number reference indicates the location and existence of a known drainage ditch currently on Grantor's lands recorded in the Real Property Records of Jefferson County, Texas, File 2000004838. For the purpose of the easement granted, the ditch number refers to a perpetual, non-exclusive easement consisting of the actual width of the corresponding ditch, including improvements, plus 25 feet on each side of the ditch tops. Where Ditch Nos. 212 and 214 lie along the Grantor's property line, the easement herein granted lies only on that part of the ditch which lies on Grantor's land and the 25 feet beyond the ditch top, which lies on the Grantor's land.

The parties acknowledge that the locations of the easements referenced herein are not based upon actual surveys, and it is understood that the locations of the easements granted herein may vary from the attached Exhibit "A".

Such drainage easements are granted over GRANTOR's land to improve the flow of water drainage from tributaries located within Jefferson County, Texas, and to excavate ditches and laterals, and to construct berms thereon for the flow of waters and giving said GRANTEE the right and privilege to improve, maintain and operate the same as permitted by law, and giving unto GRANTEE the right and privilege of cleaning out and deepening ditches or water flows within the easement tracts. GRANTOR agrees that it will only construct permanent fencing within the drainage easements granted herein on one (1) side of the ditch if the ditch crosses the GRANTOR's land. The drainage easements also include the right of GRANTEE to construct, operate, maintain, alter, repair and patrol each drainage easement, and improvements made thereto, together with the right to construct berms, construct and utilize dirt placement areas with landowner's approval, restrict placement of obstructions with permanent structures, remove all dirt therefrom, trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures or obstacles within the limits of the right-of-way at any time and for any reason during the term of this easement without further payment; and further including the right to construct improvements above ground and underground essential to the GRANTEE's drainage facilities, within the limits of said easements.

2. The consideration recited in this Drainage Easement shall constitute payment in full for all damages sustained by GRANTOR by reason of GRANTEE's exercise of the rights hereby granted.
3. This instrument was prepared from information furnished by the parties and no examination has been made and no opinion has been given by the firm preparing this instrument as to the title to or the description of the property involved.

TO HAVE AND TO HOLD the above-described drainage easement and right of way unto the said Jefferson County Drainage District No. 6, its successors and assigns perpetually.

WITNESS the execution hereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

## GRANTOR

## JEFFERSON COUNTY

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

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

STATE OF TEXAS  
COUNTY OF Jefferson

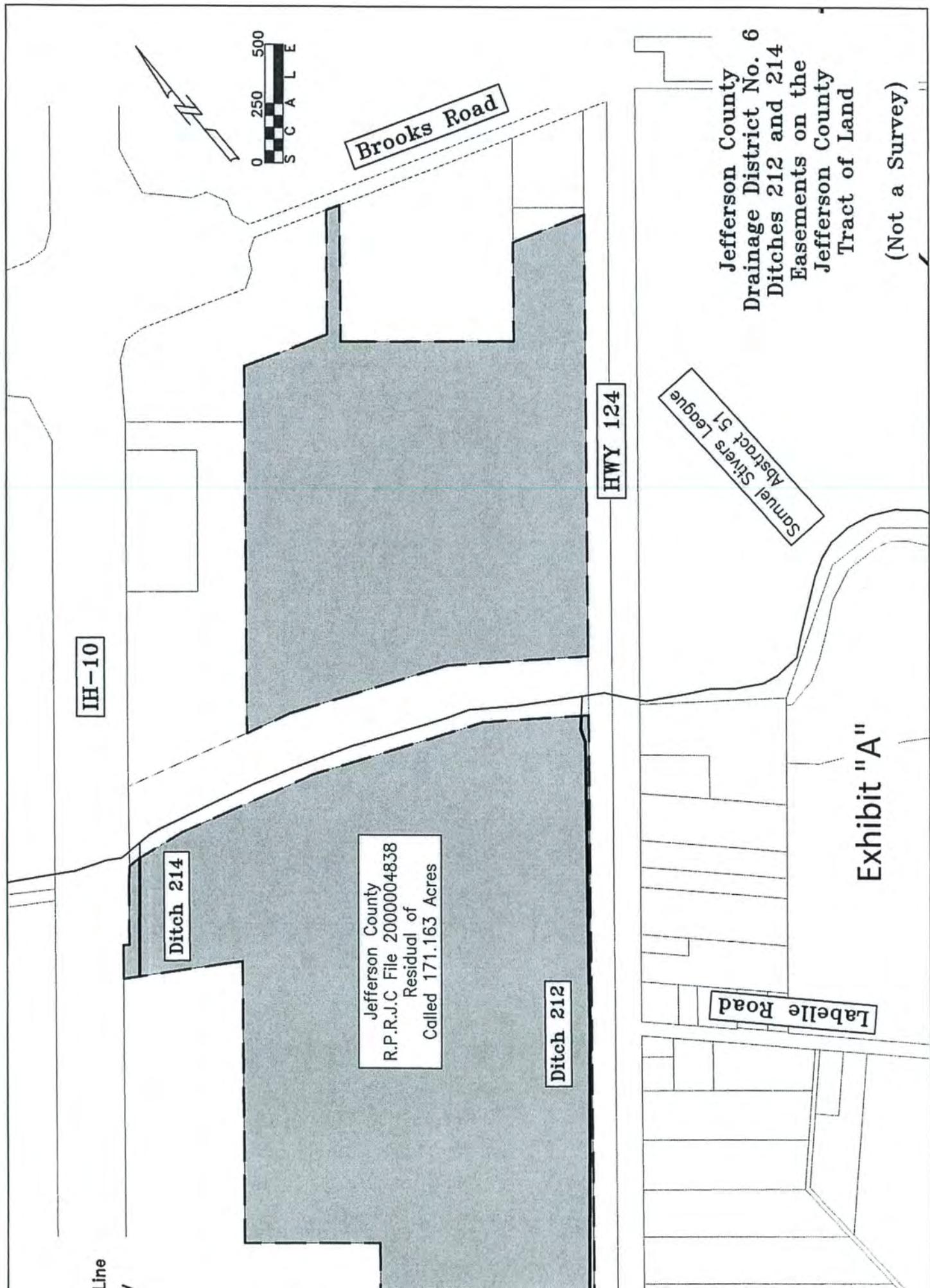
This Drainage Easement was acknowledged before me, the undersigned authority, by the said \_\_\_\_\_, the \_\_\_\_\_, on behalf of Jefferson County on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

Notary Public, State of Texas

After recording return to:

Dr. Joseph Majdalani, PE, CFM  
Jefferson County Drainage District No. 6  
6550 Walden Road  
Beaumont, Texas 77707





**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DEED WITHOUT WARRANTY**

**Date:** \_\_\_\_\_, 2021

**Grantor and Grantor's Mailing Addresses (including county):**

**Jefferson County, Texas, on behalf of itself and all other taxing entities  
within Jefferson County, Texas, for which it serves as tax collector  
1149 Pearl Street  
Beaumont, Jefferson County, Texas 77701**

**Grantees and Grantees' Mailing Addresses (including county):**

**The City of Port Arthur, Texas  
444 4th Street  
Port Arthur, Jefferson County, Texas 77640**

**Consideration:** Ten dollars and other valuable consideration

**Property (including any improvements):**

See Exhibit "A" attached hereto and incorporated herein.

**Reservations from and Exceptions to Conveyance:**

This conveyance is subject to any and all prior reservations of oil, gas and other minerals, and subject to all restrictions, easements, covenants, conditions and prior conveyances or reservations of oil, gas and minerals and/or royalties of record in Jefferson County, Texas, affecting said property; and subject to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to said property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

When the context requires, singular nouns and pronouns include the plural.

**GRANTOR:**

**Jefferson County, Texas**, on behalf of itself and all other taxing entities within Jefferson County, Texas, for which it serves as tax collector

By: Everette W. D. Alfred  
Name: EVERETTE D. ALFRED  
Title: County Commissioner Pct. 4

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

This instrument was acknowledged before me on the 23<sup>rd</sup> day of November,  
2021, by Everette D. ALFRED, County Commissioner of Jefferson County, Texas  
on behalf of said entity, in said capacity



Roma George  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

**EXHIBIT "A"****Tract I:**

Lot Number Eight (8), in Block Number One Hundred Three (103), of CITY OF PORT ARTHUR, in Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 1, Page 50, Map Records of Jefferson County, Texas.

**Tract II:**

Lot Number Twenty (20) in Block Number One Hundred Three (103) of CITY OF PORT ARTHUR, in Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 1, Page 50, Map Records of Jefferson County, Texas.

**Tract III:**

Lot Number Twelve (12) in Block Number One Hundred Four (104) of CITY OF PORT ARTHUR, in Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 1, Page 50, Map Records of Jefferson County, Texas.

**Tract IV:**

Lot Number Thirteen (13) in Block Number One Hundred Four (104) of CITY OF PORT ARTHUR, in Jefferson County, Texas, as the same appears upon the map or plat thereof, on file and of record in Vol. 1, Page 50, Map Records of Jefferson County, Texas.

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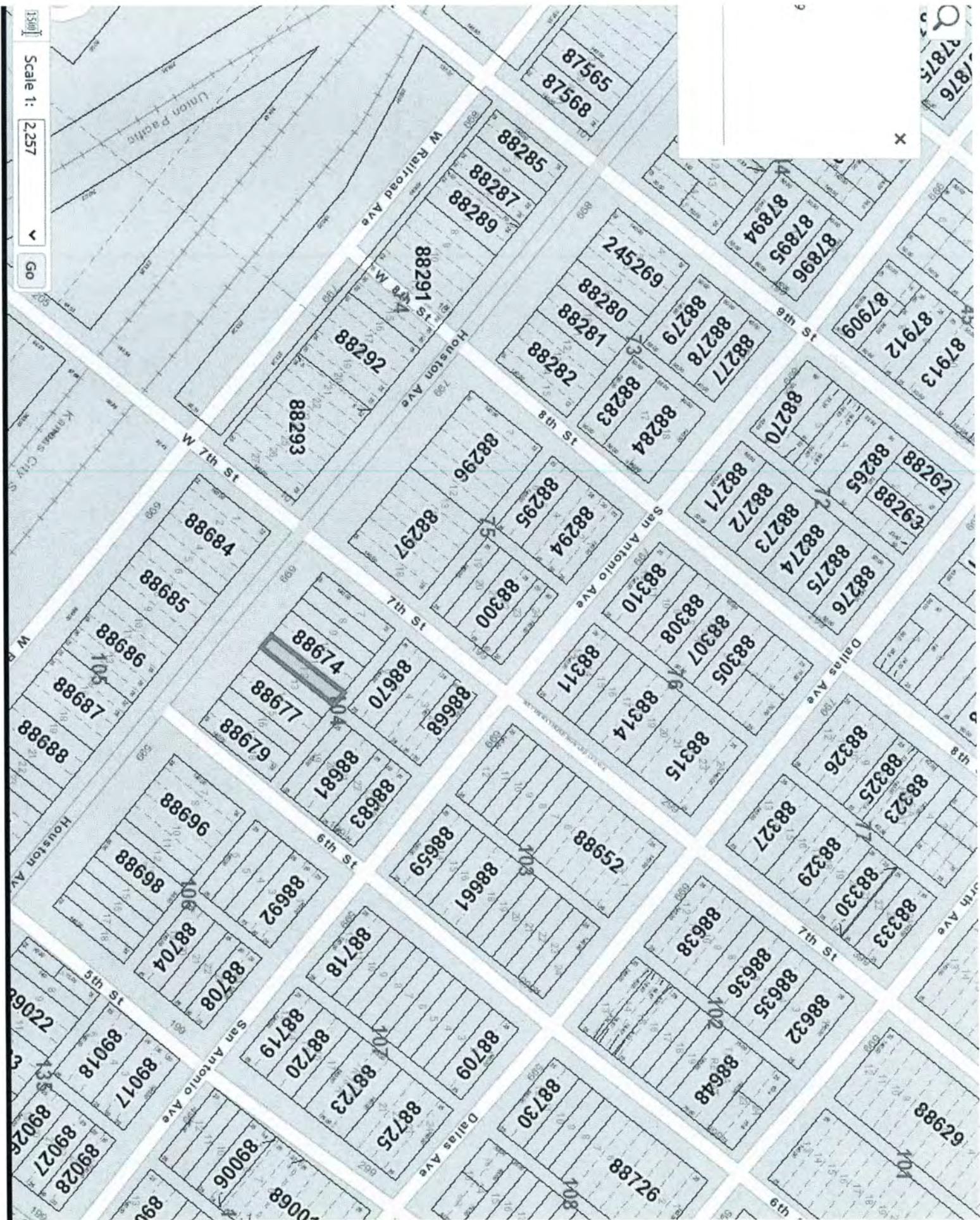
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# Resolution

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 23 day of November, 2021, on motion made by Darrell W. Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

## AMTRAK SUNSET LIMITED

**WHEREAS**, Amtrak has completed an IMPLAN study that demonstrates that daily service would have a great economic impact for Texas and the nation; and

**WHEREAS**, Amtrak can show that its recent expansion plans for daily service for freight and passenger service is a viable way of expanding our economy; and

**WHEREAS**, instituting daily service, rather than three times per week, could benefit the areas served by 3.5 times more than the cost of operating the train and be a multiple return on investment; and

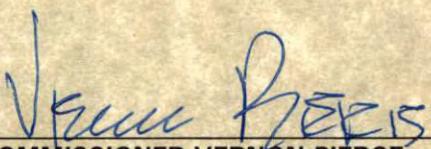
**WHEREAS**, travel by train will reduce wear and tear on automobiles and roadways and reduce federal support expenditures for AMTRAK.

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioner's Court of Jefferson County, Texas does hereby support the AMTRAK goal of providing daily service.

SIGNED this 23 day of November, 2021.

Absent

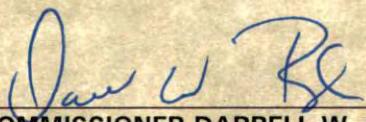
Judge Jeff R. Branick  
County Judge

  
COMMISSIONER VERNON PIERCE

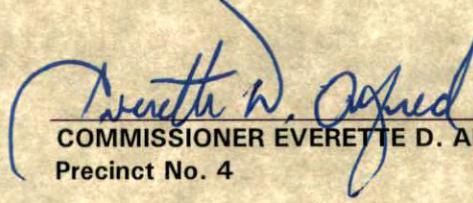
Precinct No. 1

Absent

COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER DARRELL W. BUSH

Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED

Precinct No. 4

Contract  
for  
**JEFFERSON COUNTY**

**Employee Assistance Program**

Provided by



This contract is between **JEFFERSON COUNTY** and Interface Behavioral Health for an Employee Assistance Program (EAP) as described below:

## I. Services

Individuals eligible for EAP services are defined as the employee and family members. Family members are defined as: spouse, domestic partner, and/or legal dependents under the age of 26.

The services to be provided by Interface Behavioral Health are as follows:

1. Twenty-four hour telephone service with both a local Houston and a toll-free national number for employees and family members to use for any personal problem.
2. Diagnosis, assessment, initial treatment planning, and if necessary, a referral for personal problems, particularly those with the potential for affecting work performance. This includes consultation with our professionals until an accurate diagnosis and initial treatment plan is reached for each client of the EAP.
3. Supervisory/Management training for supervisors on recognizing, documenting, and referring an employee with job performance issues to the EAP, as well as providing information on all services of the EAP.
4. An employee orientation will be available to familiarize all employees with the services provided by the EAP and the process for utilizing the program.

NOTE: Both supervisory training and employee orientations will be presented either by a Program Coordinator or via a webinar and will include printed materials. Please see Section VII, Available In-Service Hours, for the number of hours available to **JEFFERSON COUNTY** for Supervisory/Management training and/or Employee Orientations. Travel costs for hotel and transportation may be charged back to **JEFFERSON COUNTY** for in-person meetings depending on location and employer size (with prior approval by **JEFFERSON COUNTY**).

5. Ongoing program awareness in the form of posters, handouts, and promotional flyers for distribution and display.
6. Assistance in establishing a clear policy letter concerning **JEFFERSON COUNTY**'s position on employees who use the EAP.
7. Quarterly utilization reports. This will include nature of the contact, referral source, and demographics of employees, providing that certain information will not jeopardize confidentiality.
8. Access to participant website ([www.4eap.com](http://www.4eap.com)) which includes online access to supplemental EAP resource information, including: EAP request for services, frequently asked questions, legal resources, financial resources, work/life and wellness resources.
9. Critical Incident Stress Debriefing (CISD) to take place between 24 and 72 hours after a traumatic event. Wellness Seminars will also be made available with topics to be chosen by **JEFFERSON COUNTY**. Please see Section VII, Available In-Service Hours, for the number of hours available to **JEFFERSON COUNTY** for Critical Incident Stress Debriefing and/or Wellness Seminars.
10. Representation at health fairs: Please see Section VII, Available In-Service Hours, for the number of days available to **JEFFERSON COUNTY** for Health Fairs.
11. Services approved and provided beyond those outlined in Section I will be billed to **JEFFERSON COUNTY**. Please see attached In-Service Fee Schedule for pricing.

## II. Procedures

An employee/family member will have initial contact with a clinically trained care coordinator at Interface. A case will be opened, and they will be referred to a licensed counselor established in private practice with experience in the area of the presenting problem. The employee/family member may request another counselor, for any reason, after their first session without losing that session as one of the allotted sessions for that problem. The employee, a supervisor, or both may initiate contact. A family member may be referred to the program by his or her own call or by a referral of the employee.

When an employee or family member contacts the EAP, they will be directed to the most convenient office location in their area. A licensed counselor will be assigned to diagnose, assess, formulate an initial treatment plan, and if necessary, refer for additional treatment. In all instances the need and/or problem will be addressed. The goal of the counseling process for an employee will be his or her effective return to full productivity.

## III. Publicity of Services

**JEFFERSON COUNTY** will inform its employees of the services provided by Interface with at least a letter emphasizing the confidentiality of the EAP. The letter should inform employees that the program is confidential and that any employee seeking assistance will not jeopardize his or her position with the organization.

Interface will provide literature in the form of brochures describing the EAP, and all services included in Section I of this contract.

## IV. Reporting

When the initial contact is the result of a supervisory referral in regards to job performance issues, an EAP care coordinator will inform the supervisor of the following: 1) whether the employee has contacted the Employee Assistance Program, 2) whether treatment goals have been established (without identification of those goals), and 3) whether there is progress (but not the nature of that progress) toward treatment goals. Interface provides an employee release form that authorizes pertinent information regarding the progress of treatment to be released to the supervisor. Interface encourages this release if a supervisor has referred the employee. Only with a signed release from the employee can Interface release any information regarding contact or other information to anyone except as required by law.

Employees who make their own contact (self-referrals) with the EAP will be encouraged to share information with supervisors if deemed appropriate by the counselor. No reports will be made to **JEFFERSON COUNTY** concerning self-referrals other than the agreed upon reports in Section I. Neither the purpose nor content of the contact by an employee or family member will be revealed to any representative of **JEFFERSON COUNTY**.

**JEFFERSON COUNTY** will provide a list of employees including their employee identification numbers to Interface for the purpose of verifying employment. An updated list will be provided monthly, or as there are material changes in employment.

All agreed upon analysis are dependent on the existence of data to be provided by **JEFFERSON COUNTY** in a relatively accessible form with all due regard to employee confidentiality.

Except as provided herein, or by law, the identity of the employee or family member, the nature of the contact, treatment progress and prognosis, will be confidential and reported to no one without the written consent of the employee or family member.

## V. Consultation

A clinically trained care coordinator and/or crisis counselor will be available to employees and family members 24/7 via a national toll free number to assist with any calls of a crisis nature. Supervisors may also call upon the EAP to assist in problem identification, documenting impaired job performance, intervention with a problem employee, or other concerns.

Sessions with a licensed counselor will be on an as needed basis and will be free of charge to the employee and/or family member as described herein. The number of sessions provided to participants will be 6 per person per family problem. Each person has their own coverage, but if more than one covered family member is seeking counseling for the same problem, available sessions are not increased for that problem. For example, if both spouses are seeking counseling for marital problems, 6 sessions would be available, not 12 because two family members are participating. However, if during the assessment, the counselor discovers that one of them has a separate problem, that individual may seek counseling for said problem (and have up to 6 sessions) with another provider. The EAP will be used first to obtain an assessment of the problem. If the problem is short term, additional EAP sessions will be available for the person(s) seeking help. If the problem is long term, a referral to the appropriate program(s) could be made prior to exhausting the full 6 EAP sessions. If further treatment is needed that is not covered under insurance, Interface will work to make available that treatment at a reduced cost.

Referrals for legal and financial counseling are available for each covered family with access to 3 consultations with an attorney and 3 consultations with a financial advisor per plan year. Additional services with an attorney and/or financial advisor are available at a reduced rate.

## VI. Hold Harmless Clause

Interface Behavioral Health will indemnify and hold **JEFFERSON COUNTY** harmless from any and all claims, actions, liability and expenses including costs of judgments, settlements, court costs, and attorney fees, regardless of the outcome of such claim or action, caused by, resulting from or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this agreement, whether such act, omission or failure was that of Interface Behavioral Health or that of any person providing services there under through or for Interface Behavioral Health. Upon notice from **JEFFERSON COUNTY**, Interface Behavioral Health will resist and defend at Interface Behavioral Health's own expense, and by counsel reasonably satisfactory to **JEFFERSON COUNTY** any such claim or action.

## VII. Available In-Service Hours

The following is a breakdown of the In-Service Hours available **JEFFERSON COUNTY** for Employee Orientations, Management Training, Critical Incident Stress Debriefing (CISD), Wellness Seminars and Health Fairs. Costs for additional services beyond what is listed here will be the responsibility of **JEFFERSON COUNTY**. For every hour that a provider is on-site, 0.25 hours may be deducted for travel time. In the event that **JEFFERSON COUNTY** cancels or reschedules once Interface has secured a provider, it may result in charges of the services being provided and/or a deduction of hours from the available hours under contract.

**Covering Employee Orientation and/or Supervisory Training:** 10 hours to be used per plan year.

**Covering all CISD's (24-72 hour response time) and/or Wellness Seminars:** 4 one-hour on-site sessions per plan year

**Covering Health Fairs:** 2 days available per plan year

## **VIII. Program Cost**

The monthly charge for the services of Interface Behavioral Health is as follows:

**\$1.35 per employee per month for all employees**

The above charge is to be paid in monthly installments based on the number of employees at the beginning of each month. The first payment is due January 1, 2022. The remittance address is: Interface Behavioral Health, P.O. Box 671411, Dallas, TX 75267-1411.

## **IX. Term of Contract**

The effective date of this contract is January 1, 2022. This contract will automatically renew annually unless this Agreement is superseded by a subsequent Agreement or unless this contract is terminated by either Interface Behavioral Health or **JEFFERSON COUNTY**. Rates will be reviewed annually and, if necessary, proposed changes will be provided, in writing, to **JEFFERSON COUNTY** within 30 days of the new plan year.

## **X. Termination of Contract**

**JEFFERSON COUNTY** or Interface Behavioral Health may terminate this contract with thirty days written notice. At the time of termination, Interface will direct any participant in treatment to verify benefits through the new vendor and to contact their human resources director. Interface will also notify the participant's provider of the termination of services, revoke any unused sessions and direct the provider to verify benefits through the new vendor. Interface will not assume any financial responsibility for services that take place after the date of termination.

AGREED TO AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

**JEFFERSON COUNTY**

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

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

Print name: \_\_\_\_\_

**INTERFACE BEHAVIORAL HEALTH**

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

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

Print name: \_\_\_\_\_

\*This agreement is not valid unless signed by both **JEFFERSON COUNTY** and Interface Behavioral Health.



## IN-SERVICE FEE SCHEDULE

The following fee schedule applies to services requested and approved by the employer beyond those included under the monthly PEPM based on the size of the employer.

Employee Orientation Meetings	\$100.00	per hour
Supervisory Training	\$150.00	per hour
DOT Training	\$175.00	per hour
Critical Incident Stress Debriefing – over 24-hour response	\$200.00	per hour
Critical Incident Stress Debriefing – less than 24-hour response	\$300.00	per hour
Wellness Seminars	\$150.00	per hour
Health Fairs	\$75.00	per hour
Substance Abuse Professional Assessments	\$700.00	per evaluation

Charges for travel expenses will be based on the hourly rate of the services provided. Cancellations or rescheduling once Interface Behavioral Health secures a provider will result in a charge of the services being provided or a deduction of hours under contract.



## 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 23 day of November, 2021, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Resolution was adopted:

### STATE HIGHWAY 124 BRIDGE

**WHEREAS**, Jefferson County is the recipient of Community Development Block Grant-Disaster Recovery grant funds relating to the County's recovery from the impacts of Hurricane Harvey, including the replacement of the State Highway 124 bridge over Taylor Bayou; and,

**WHEREAS**, replacement of the State Highway 124 bridge over Taylor Bayou is necessitated by the County's larger project to widen Taylor Bayou to mitigate the impacts of flooding in West Jefferson County; and,

**WHEREAS**, the Texas General Land Office ("GLO"), the state administrative agency for the CDBG-DR program, has awarded Jefferson County \$2,003,438.90 to replace the bridge; and

**WHEREAS**, after receiving revised estimates of, Jefferson County submitted a budget amendment to the GLO, which budget amendment is still under consideration; and

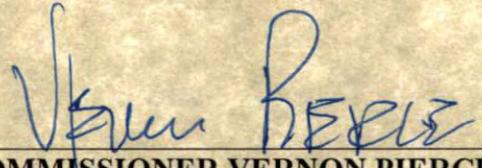
**WHEREAS**, the County proposes to enter into an Advanced Funding Agreement ("AFA") with the Texas Department of Transportation ("TxDOT") whereby TxDOT will oversee construction of the project and will assume financial responsibility for any project costs in excess of the GLO grant up to \$1,000,000.

**NOW THEREFORE, BE IT RESOLVED**, that the Commissioners Court of Jefferson County, Texas hereby approves the Taylor Bayou Bridge Replacement Project, identified as TxDOT project number 0368-02-046, conditioned on the GLO's approval of the budget amendment referenced above, and authorizes County Judge Jeff Branick to execute the AFA on the County's behalf.

Signed this 23<sup>rd</sup> day of November, 2021.

Absent

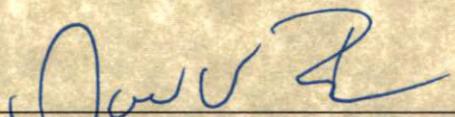
**JUDGE JEFF R. BRANICK**  
County Judge



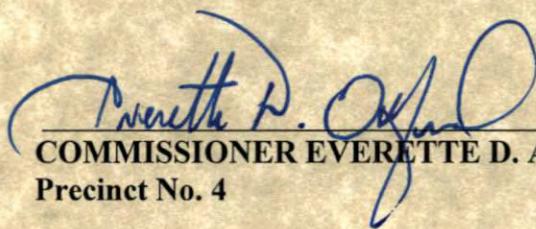
**COMMISSIONER VERNON PIERCE**  
Precinct No. 1

Absent

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



**COMMISSIONER DARRELL W. BUSH**  
Precinct No. 2



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

**Special, November 23, 2021**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, November 23, 2021