

*Notice of Meeting and Agenda and Minutes*  
*December 07, 2021*

**SPECIAL, 12/7/2021 10:30:00 AM**

BE IT REMEMBERED that on December 07, 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

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Donta Miller

Honorable Theresa Goodness , County Clerk

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

**Notice of Meeting and Agenda and Minutes**

**December 07, 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**  
**December 07, 2021**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **07th day of December 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:

Please join us for cake following Commissioners' Court. We are grateful that the cake is being provided by HEB.

9:30 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.074 to discuss or deliberate regarding personnel matters.

10:00 am.-To receive information from the County Clerk regarding the need to possibly adjust voting precinct boundaries.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: [https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm) Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: #The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

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

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

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**PURCHASING:**

1. Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Statements of Qualification (RFQ 21-030/JW) Professional Analytical Services for Airport Pavement Management Program for the Jack Brooks Regional Airport. This project is to be fully-funded by the Federal Aviation Administration (FAA) Airport Improvement Program; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

2. Request approval to release final payment in the amount of \$9,305.85 to McInnis Construction, Inc. for (IFB 20-044/YS), Hurricane Harvey Repairs for Jefferson County Subcourthouse – Port Arthur, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2CFR Section 200.318-326; and execute, receive, and file Payment Application No. 4 (Final).

**SEE ATTACHMENTS ON PAGES 9 - 11**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**ADDENDUMS**

3. Consider and approve award, execute, receive and file contract for Request for Proposals (RFP 21-050/DC), Grant Administration for American Rescue Plan Act 2021 for Jefferson County with Tidal Basin Government Consulting, LLC; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

**SEE ATTACHMENTS ON PAGES 12 - 24**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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4. Consider and execute, receive and file (Agreement 21- 072/DC) Sirius Printronix Maintenance Agreement Renewal from 12/24/2021 to 12/23/2022 for Jefferson County with Sirius, in the amount of \$1,558.41.

**SEE ATTACHMENTS ON PAGES 25 - 29**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY AUDITOR:**

5. Consider and approve a donation from Reaud, Morgan & Quinn L.L.P. in the amount of \$500.00, pursuant to Section 81.032, Texas Local Government Code. The donation is for items related to the Family Drug Court program not provided by the grant.

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

6. Regular County Bills – check #489426 through checks #489595.

**SEE ATTACHMENTS ON PAGES 30 - 37**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Alfred**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**COUNTY COMMISSIONERS:**

7. Consider, possibly approve and adopt Jefferson County voting precinct boundaries to comply with redistricting requirements.

**Action: TABLED**

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8. Consider and possibly approve the reappointment of the following Commissioners for Emergency Services District No. 1 Pursuant to Section 775.034 Texas Health & Safety Code: Place 1 Hoyt Simmons-Place 4 Robert Barnett- and Place 5 Mark Zambardino. These appointments are by Commissioner Vernon Pierce.

**Motion by: Commissioner Pierce**

**Second by: Commissioner Bush**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

9. Receive and file executed Intergovernmental contract between the City of Port Neches and Jefferson County regarding jail services.

**SEE ATTACHMENTS ON PAGES 38 - 45**

**Motion by: Commissioner Pierce**

**Second by: Commissioner Bush**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**ENGINEERING:**

10. Execute, receive and file Utility Permit 16-U-21 to AT&T for the placement of fiber optic cable on 61st Street. This project is located in Precinct 3.

**SEE ATTACHMENTS ON PAGES 46 - 56**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Bush**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

11. Execute, receive and file Utility Permit 17-U-21 to AT&T for the placement of fiber optic cable on Frint Road. This project is located in Precinct 4.

**SEE ATTACHMENTS ON PAGES 57 - 67**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Bush**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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12. Execute, receive and file renewal of Pipeline Permit. 07-P-21 to DCP Centana Intrastate Pipeline Company for maintaining, pipe line on Rollins Road and State Hwy 124. This project is located in Precinct 3.

**SEE ATTACHMENTS ON PAGES 68 - 88**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Bush**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**HISTORICAL COMMISSION:**

13. Consider and possibly approve transferring documents on attached inventory from Jefferson County Historical Commission archives to the County Clerk for archival preservation and digitization of a number of original pencil hand drawings of the ornamental exterior and interior stone and metalwork, as well as blue prints, original floor plans and building elevations of the historic 1893 and 1931 courthouses and the Sub-Courthouse made by Fred Stone and his architectural firm.

**SEE ATTACHMENTS ON PAGES 89 - 93**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Pierce**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

**SHERIFF'S DEPARTMENT:**

14. Consider and possibly approve out-of-state travel for Matt Gardner to Hoover Alabama on January 17, 2022 to January 21, 2022. The purpose of this course is to gain knowledge for digital forensics, and how to properly operate a forensic analyst job. Student will gain hands-on experience with lab management software, legal issues, and digital evidence. There is no cost to Jefferson County for this course. The course will be paid for by The National Computer Forensic Institute.

**SEE ATTACHMENTS ON PAGES 94 - 95**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

**In favor: County Judge Branick, Commissioner Pierce, Commissioner Bush, Commissioner Sinegal, Commissioner Alfred**

**Action: APPROVED**

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*December 07, 2021*

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





# AIA® Document G703® - 1992

## Continuation Sheet

AIA Document G702® Application and Certification for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 004 - FINAL  
 APPLICATION DATE: November 16, 2021  
 PERIOD TO: November 16, 2021  
 ARCHITECT'S PROJECT NO.: ARCHITECTURAL  
 ALLIANCE, INC.

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% FINISH (G-C)	BALANCE TO RETAINAGE (IF VARIABLE RATE) (C - G)
01	MOBILIZATION	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%	0.00
02	DEMOLITION	4,635.00	4,635.00	0.00	0.00	4,635.00	100.00%	0.00
03	ACOUSTIC TILE	25,750.00	25,750.00	0.00	0.00	25,750.00	100.00%	0.00
04	DRYWALL	900.00	900.00	0.00	0.00	900.00	100.00%	0.00
05	PAINT & WALLCOVER	26,350.00	26,350.00	0.00	0.00	26,350.00	100.00%	0.00
06	CARPET/VCT BASE	24,541.00	24,541.00	0.00	0.00	24,541.00	100.00%	0.00
07	MISC. SPECIALTIES	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%	0.00
08	ELECTRICAL	500.00	500.00	0.00	0.00	500.00	100.00%	0.00
09	GENERAL CONDITIONS	3,129.68	3,129.68	0.00	0.00	3,129.68	100.00%	0.00
10	SUPERVISION	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00
11	BUILDERS RISK	621.74	621.74	0.00	0.00	621.74	100.00%	0.00
12	PERFORMANCE BOND	2,704.98	2,704.98	0.00	0.00	2,704.98	100.00%	0.00
13	OVERHEAD & PROFIT	8,367.60	8,367.60	0.00	0.00	8,367.60	100.00%	0.00
14	ALTERNATE #1	3,976.00	3,976.00	0.00	0.00	3,976.00	100.00%	0.00
15	ALTERNATE #2	5,695.00	5,695.00	0.00	0.00	5,695.00	100.00%	0.00
16	ALTERNATE #3	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00%	0.00
17	ALTERNATE #4	10,327.00	10,327.00	0.00	0.00	10,327.00	100.00%	0.00
18	ALTERNATE #5	10,345.00	10,345.00	0.00	0.00	10,345.00	100.00%	0.00
19	CHANGE ORDER 1	32,774.00	32,774.00	0.00	0.00	32,774.00	100.00%	0.00
	GRAND TOTAL	\$186,117.00	\$186,117.00	\$1,00	\$0.00	\$186,117.00	100.00%	\$0.00
								\$9,305.85

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User Notes:

(3831446228)



## TRANSMITTAL LETTER

PROJECT: Jefferson County Sub-Courthouse  
(name, address)

Architects Project Number: 20093

Date: 11-22-21  
If enclosures are not as noted, please  
inform us immediately.

TO Jefferson County

If checked below, please:  
 Acknowledge receipt of enclosures

Attn: Commissioner Sinegal

Return enclosures to us

We Transmit:

Herewith  Under separate cover via \_\_\_\_\_  
 In accordance with your request \_\_\_\_\_

For Your:

<input type="checkbox"/> Approval	<input type="checkbox"/> Distribution to parties	<input type="checkbox"/> Information
<input type="checkbox"/> Review & Comments	<input type="checkbox"/> Record	
<input checked="" type="checkbox"/> Use	<input type="checkbox"/>	

The Following:

<input type="checkbox"/> Drawings	<input type="checkbox"/> Shop Drawing Prints	<input type="checkbox"/> Samples
<input type="checkbox"/> Specifications	<input type="checkbox"/> Shop Drawing Reproducibles	<input type="checkbox"/> Product Literature
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COPIES	DATE	REV. NO.	DESCRIPTION	ACTION CODE
2	11-22-21		O & M Manuals	
1	11-22-21		As Built Drawings	
1	11-22-21		O & M Manuel USB Drive	

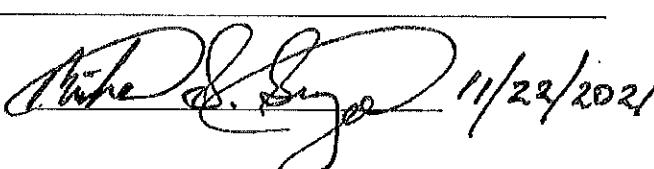
ACTION A. Action indicated on item transmitted D. For signature and forwarding as noted below under remarks  
CODE B. No action required E. See REMARKS below

C. For signature and return to this office

REMARKS:

COPIES TO: (with enclosures)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_   
\_\_\_\_\_   
\_\_\_\_\_

BY:  11/22/2021



## Professional Services Agreement General Terms and Conditions

This **Professional Services Agreement** ("Agreement") is dated October 15, 2021, by and between **Tidal Basin Government Consulting, LLC** ("Consultant" or "the contractor"), with offices at **126 Business Park Drive, Utica, NY**, and the undersigned **Jefferson County, Texas** (referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

### 1. TERM; APPLICABILITY; ORDER OF PRECEDENCE

The term of this Agreement shall be for a period of one (1) year commencing on October 19, 2021 ("Initial term"). After the expiration of the Initial Term, this Agreement may be renewed for five (5) consecutive one (1) year terms, upon mutual agreement of the parties ("Renewal Term").

This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

The parties agree that in the event of any conflict among the documents reference in this Agreement, the order of precedence shall be as follows: 1) this Agreement; 2) Exhibit A: Best and Final Offer; 3) Exhibit B: Consultant's Response to Jefferson County's Formal Request for Proposal for "RFP# 21-050/DC" specific to "Grant Administration for American Rescue Plan Act 2021"; and 4) Exhibit C: Jefferson County's Formal Request for Proposal, RFP# 21-050/DC, including any, and all Addendums

### 2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with Exhibit A attached hereto. Consultant and Client will agree to specific services to be provided via the issuance of a written Task Order executed by both parties.

### 3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

### 4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

### 5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule, and payment required to complete any services directed by the Client will be dictated through a written task order executed by both parties. Consultant shall promptly notify Client if changes to the Scope of Services or any resulting task orders affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

### 6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party. The total not-to-exceed will be determined by Task Order provided by the Client.

### 7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices in an amount equal to actual hours of services furnished multiplied by the billing rates attached as Exhibit B, and all reasonable expenses directly related to services. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, Client shall pay the undisputed portion. Client shall notify Consultant in writing, within ten (10) days of receipt of the invoice of any exceptions taken. If Consultant and Client do not reach resolve any payment dispute within sixty (60) days of receipt of invoice, the matter will be resolved in accordance with the disputes provisions of this Agreement. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on any unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. Client's failure to pay undisputed invoiced amounts within sixty (60) days after receipt of invoice shall constitute a material breach of this Agreement. Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.



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## Professional Services Agreement General Terms and Conditions

### 8. INDEMNITY

To the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client from and against any and loss, damage, claim or liability (including, without limitation reasonable attorney's fees) incurred by or imposed on the Client by reason of or in connection with Consultant's performance of the Scope of Services under this Agreement; provided, however, that Consultant shall not, and shall not be obligated to, indemnify, defend or hold harmless Client from or against any loss to the extent the loss arises from or is related to the Client's actions or inactions, including negligence and willful misconduct. Upon notice from Client of any action or proceeding subject to the indemnification in this section, Consultant agrees to defend the Client in the action or proceeding, subject to a reservation of rights.

### 9. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation: Statutory; Blanket waiver of subrogation should be included; if it is not, carrier to endorse policy to name TBGC LLC under coverage

Commercial General Liability: \$1,000,000 per occurrence  
\$2,000,000 aggregate

Comprehensive General Automobile: \$1,000,000 combined single limit, including hired and non-owned coverages

Professional Liability: \$1,000,000 per occurrence  
\$3,000,000 aggregate

Umbrella/Excess Liability: \$5,000,000

**Description:** Certificate holder is additional insured on a primary non-contributory basis. Waiver of subrogation applies. Umbrella/excess liability is written on a follow form coverage.

### 10. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Product"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of

Page 2 of 13

Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.

### 11. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant under this Agreement or one hundred fifty thousand dollars (U.S. \$150,000.00), whichever is greater.

### 12. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

### 13. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

### 14. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

### 15. TERMINATION

A. **Termination for Convenience.** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus all costs arising from or related to the termination.



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## Professional Services Agreement General Terms and Conditions

**B. Termination for Default.** If either party breaches or defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

### 16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. Upon mutual agreement of the parties, disputes shall be resolved through mediation by a professional mediator. If either party objects to mediation, or if mediation does not resolve any dispute or that arises under this Agreement, within ninety (90) days after either party requests mediation, the dispute or conflict shall be resolved through arbitration. Mediation and arbitration under this section shall be governed by the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures.

### 17. COOPERATIVE PURCHASING

It is the intent of Client to allow other governments and other governmental agencies utilize this contract by entering into a Cooperative Purchasing Agreement to the extent permissible by local and state law. The Cooperative Purchasing Agreement will stipulate that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price shall be submitted to Client in writing for acceptance and approval as the originator of the contract.

### 18. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

### 19. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	Jefferson County, Texas	
Attention:	Deborah Syphrett-Clark	
	1149	Pearl Street
Address:	Beaumont, TX 77701	
	(409) 835-8593	

Tidal Basin Government Consulting,	
Consultant:	LLC
Attention:	Bill Slater
Address:	126 Business Park Drive
	Utica, NY 13502

### 20. MISCELLANEOUS

**A.** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

**B.** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

**C.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and the body of federal procurement law, as applicable.

**D.** Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of the contract. Client shall have access to records, documents and information collected and/or maintained by Consultant in the course of the administration of the Agreement. Upon reasonable notice, and at reasonable times, Consultant shall make this information accessible to Client at Consultant's place of business for purposes of inspection, reproduction and audit.

**E.** In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

**F.** Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within four (4) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.

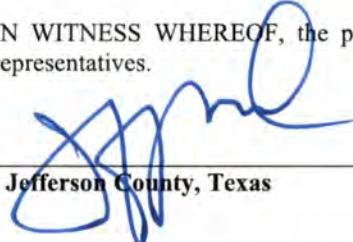
**G.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

**H.** This Agreement is in compliance with current federal contracting requirements as outlined within 2 C.F.R. § 200.326 and 2 C.F.R. Part 200 and as stated within Appendix 1 "2 C.F.R. § 200.326 Required Clauses" if applicable.

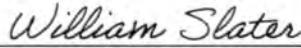


**Professional Services Agreement  
General Terms and Conditions**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

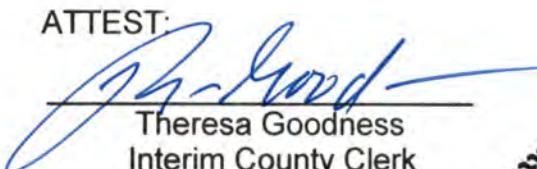
  
Jefferson County, Texas

By: Jeff Branick  
As its: County Judge  
Date: 12/7/2021

  
William Slater  
Tidal Basin Government Consulting, LLC

By: William J. Slater  
As its: Vice President  
Date: October 20, 2021

ATTEST:

  
Theresa Goodness  
Interim County Clerk



## **SCHEDULE A – “Scope of Work”**

### **SCOPE OF SERVICES**

Tidal Basin Government Consulting will provide Jefferson County, Texas with assistance and support for grants management services and associated project management services of programs and projects authorized under the American Rescue Plan Act of 2021 (ARPA). This project is being supported, in whole or in part, by federal award number CFDA 21.027, awarded to Jefferson County, Texas by the U.S. Department of the Treasury. The scope of work described herein requires Tidal Basin Government Consulting to provide contract-related management services for Jefferson County, including but not limited to, the following areas.

#### **I. FINANCIAL ADVISORY SERVICES**

- a.** Provide expert guidance and advisory services regarding all applicable legislation, regulations, policies, and rules related to federal recovery funds.
- b.** Assist the County in developing appropriate policies and procedures for use of American Rescue Plan Act (ARPA) funds.
- c.** Assist the County with establishing a comprehensive recovery portfolio by reviewing multiple funding streams and developing and implementing strategies and plans for the use and coordination of ARPA funds.
- d.** Provide strategic advice and guidance on how best to use ARPA funds in conjunction with other County funding sources.
- e.** Actively search for and share guidance documentation and interpretations of such guidance as it becomes available from ARPA funding entities.
- f.** Respond to questions from the County and provide formal opinions regarding the eligibility of specific County expenses to be covered by ARPA funds.
- g.** Perform comprehensive and compliance and eligibility reviews of uses of the ARPA funds on a regular basis and in a timely manner to ensure compliance with ARPA guidance and propose corrective actions when necessary.
- h.** Assist the County in calculating and/or substantiating the lost revenue calculation at all four designated snapshot dates. (RFP 21-050/DS), Grant Administration for American Rescue Plan Act 2021 Page 26 of 50

#### **II. COMMUNICATIONS SERVICES**

- a.** Assist the County with creating presentations and communications materials for community stakeholders and the public.
- b.** Assist the County with understanding and setting expectation regarding scope and eligibility of each funding source before stakeholder engagement.
- c.** Attend relevant meetings with local, state, and federal agencies in conjunction with or on behalf of the County.
- d.** Advise the County of all notice and public hearing requirements as required by federal and state regulations.
- e.** Actively search for and share plans and practices from other US counties with regard to the use of ARPA funds.
- f.** For purposes of this subsection, the County anticipates that the awarded entity shall provide a written monthly peer report for the first nine months of the agreement resulting from this RFP.

#### **III. PROJECT MANAGEMENT SERVICES**

- a. Provide project management services, including project oversight, compliance with project and/or grant requirements, and compliance with general federal and state guidelines related to administrative expenses, accountability, transparency, and contracting.
- b. Identify relevant funding source deadlines, including application, expenditure, and reporting deadlines and closeout requirements.
- c. Provide monthly status updates.
- d. Assist the County with tracking outcomes of recovery spending.

**IV. COST TRACKING ACCOUNTING AND REPORTING SERVICES**

- a. Work with the County to ensure that the County is following processes that meet federal reporting requirements.
- b. Assist the County in developing appropriate documentation to demonstrate compliance with ARPA guidance.
- c. Assist the County with preparing reports related to federal recovery funds, including the annual Plan Performance Report and all interim and quarterly reports.

**V. AUDITING SERVICES**

- a. If applicable, assist the County with developing a process to oversee grants, distributed to outside organizations, including communicating the terms and conditions of funding to relevant vendors and sub-recipients.
- b. Assist the County with ensuring costs and/or proposed budgets for vendors or sub-recipients are necessary and reasonable for the activity provided.
- c. Assist County staff with monitoring, disbursing, and financial oversight functions.
- d. Assist the County with devising and implementing fraud prevention and abuse practices.
- e. If applicable, consultant may be requested to directly audit spending by outside organizations to ensure compliance with federal and state requirements. (RFP 21-050/DS), Grant Administration for American Rescue Plan Act 2021 Page 27 of 50
- f. If applicable, consultant may also be required to prepare a risk assessment of subrecipients to evaluate noncompliance risk.

**SCHEDULE B – “Fee Structure”**

**Travel expenses will be billed to the client at cost, without mark-up.**

**HOURLY RATE SCHEDULE**

Category	Role	Rate Structure	Hourly Rate	On-Site Hourly Rate, Inclusive of Travel Costs
<b>Program Staff</b>	Engagement Manager	Per Hour	\$255.00	\$255.00
	Project Manager	Per Hour	\$185.00	\$220.00
	Subject Matter Expert	Per Hour	\$185.00	\$220.00
	Federal Compliance SME	Per Hour	\$275.00	\$310.00
	Senior Consultant	Per Hour	\$165.00	\$200.00
	Consultant	Per Hour	\$155.00	\$190.00
	Senior Grants Management Specialist	Per Hour	\$155.00	\$190.00
	Accountant	Per Hour	\$155.00	\$190.00
	Public Outreach Coordinator	Per Hour	\$125.00	\$160.00
	Administrative Specialist	Per Hour	\$75.00	\$750.00

**Appendix 1**

**2 C.F.R. § 200.326 and 2 CFR Part 200, Appendix II, Required Contract Clauses [If applicable]**

**I. During the performance of this Agreement and any subsequent Task Order, the contractor agrees as follows:**

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

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

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

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**II. Compliance with the Contract Work Hours and Safety Standards Act.**

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

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

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

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

**III. Clean Air Act**

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

**IV. Federal Water Pollution Control Act**

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

**V. Suspension and Debarment**

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

**VI. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

**VII. Procurement of Recovered Materials**

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

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

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**VIII. Access to Records**

- (1) The contractor agrees to provide to Jefferson County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**IX. DHS Seal, Logo, and Flags**

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

**X. Compliance with Federal Law, Regulations, Executive Orders**

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

**XI. No Obligation by Federal Government**

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

**XII. Program Fraud and False or Fraudulent Statements or Related Acts**

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



**Appendix 2**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

*William Slater*

**Tidal Basin Government Consulting, LLC**

By: William J. Slater  
 As its: Vice President  
 Date: October 20, 2021



Sirius Computer Solutions, Inc.

Headquarters:  
10100 Reunion Place, Suite 500  
San Antonio, Texas 78216  
[www.siriuscom.com](http://www.siriuscom.com)  
Sirius Tax ID # 74-2836721

## SOLUTION PROPOSAL

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**Prepared for:**

JEFFERSON COUNTY  
1149 PEARL ST 6TH FLOOR  
BEAUMONT, TEXAS 77701  
UNITED STATES

**Client Executive:**

Alex Osredker  
(720) 48 80 -7083  
[alex.osredker@siriuscom.com](mailto:alex.osredker@siriuscom.com)

**Proposal Number:** Q-00218147

**Proposal Date:** 11/02/2021

**Expires:** 12/23/2021

**Description:** Printronix- 1Yr Prepaid 2021 Printer Maintenance Renewal

**Currency:** USD

**Client Executive:**  
 Alex Osredker  
 (720) 481-7083  
 alex.osredker@siriuscom.com

**Proposal Number:** Q-00218147  
**Proposal Date:** 11/02/2021  
**Expires:** 12/23/2021  
**Description:** Printronix- 1Yr Prepaid 2021 Printer Maintenance Renewal  
**Attn:**

**JEFFERSON COUNTY**  
**1149 PEARL ST 6TH FLOOR**  
**BEAUMONT, TEXAS 77701**  
**UNITED STATES**



Sirius Computer Solutions, Inc.  
**Headquarters:**  
 10100 Reunion Place, Suite 500  
 San Antonio, Texas 78216  
 www.siriuscom.com  
 Sirius Tax ID # 74-2836721

Description	Machine Type	Serial #	Svc Lvl	Start Date	End Date	Ext. Price
INFOPRINT HW MAINT M-F, 8-5 NBD	P8C20-MA1	8P8V31912100	8x5	12/24/2021	12/23/2022	\$1,558.41
						<b>Extended Subtotal:</b> \$1,558.41
						<b>Total Client Price:</b> \$1,558.41

**Proposal Comments:**

Printronix Printer Maintenance Renewal

Term: 12/24/2021 - 12/23/2022

Prepared by: Laura Oneacre

**Terms and Conditions:**

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event JEFFERSON COUNTY ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, Inc. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this Proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

1. Purchase Price; Payment; Taxes. Customer agrees to pay the total purchase price as set forth herein, plus any applicable taxes. Payment is due within thirty (30) days from the date of the invoice. Customer agrees that any payment not received by Sirius within thirty (30) days of the invoice date may be subject to an interest charge of 1% per month, or the maximum allowed by law, whichever is less. Customer is responsible for, and shall reimburse Sirius for, all personal property, sales, use, and any other taxes of any nature whatsoever (excluding taxes based on Sirius's net income), including, but not limited to, any import duties, merchandise processing fees, and assessments, if any, that are imposed as a result of the products provided ("Products"). Any payment made by Customer shall be made without deduction or withholding for or on account of any taxes except as may be required to be deducted or withheld by applicable law. If any taxes are required to be deducted or withheld under applicable law, the amount of the payment due from Customer shall be increased to an amount which, after making any deduction for taxes, leaves an amount equal to the payment which would have been due if no such deduction or withholding had been required. Without limiting the preceding, all tax refunds are subject to the relevant taxing jurisdictions' statute of limitations.

2. Payment by Third Party Leasing Company. If Customer enters into a lease agreement with a third party leasing company to finance this Proposal, Customer may assign the rights to receive title to the Products to such Leasing Company, provided, however, such assignment shall not release Customer from any liability or obligation under this Proposal, and if the Leasing Company defaults on any such payment obligations owed to Sirius, Customer shall fulfill such obligations.

3. Freight Costs; Delivery; Risk of Loss. Sirius will arrange for shipment and delivery of the Products listed in this Proposal to the installation site. Unless specifically stated otherwise, Customer will be responsible for shipping and delivery charges. Risk of loss to the products shall pass to Customer upon delivery at Customer's site.

4. Installation. Unless otherwise expressly provided in an applicable statement of work or this Proposal, Customer is responsible for, and shall pay all costs associated with, (i) reviewing the manufacturer's installation manual, (ii) verifying that the site is suitable for the operation of the Products purchased hereunder, (iii) preparing a suitable site for the delivery, installation and operation of the Products per the manufacturer's specifications, and (iv) installing and operating the Products.

5. Title; Security Interest; Remedy. Title to each Product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not transferred and the right to use software included in this Proposal shall be governed by a separate license agreement between Customer and the software licensor. Should Customer fail to perform any of its obligations within five (5) days after receipt of notice of default, including default in payment of any charges hereunder when due, Sirius shall be entitled to exercise all rights and remedies as may be conferred on it by law.

6. Modification; Returns. Any change or modification of this Proposal requested by Customer after acceptance by Sirius may result in an additional charge to be paid to Sirius by Customer. Customer is responsible for any additional costs derived from a change in the system configuration prior to the installation of equipment ordered from Sirius. If Sirius approves a return of the Products, a restocking charge may be assessed by Sirius to Customer. Said charge for rework, cancellation, or restocking will not exceed the actual charge assessed by the manufacturer or vendor to Sirius.

7. Limited Warranties. Sirius represents and warrants that, at the time each Product is delivered, Sirius will be the lawful owner of such Product (other than software products), or shall have the lawful right to deliver such Product (with respect to software products) to Customer, free and clear from any liens and encumbrances, and will have full right, power and authority to transfer good and valid title to, or right of possession of, the same to Customer. The products will be accompanied by the applicable manufacturer's or software licensor's representations and warranties (either directly through the manufacturer/software licensor or as transferred by Sirius) in accordance with the manufacturer's/software licensor's policies and any applicable agreements between Sirius and such manufacturer/licensor. Customer agrees (i) it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above), (ii) Sirius shall have no liability or obligations with respect to any manufacturers' representations and warranties, and (iii) any claims by Customer shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to Products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the products, such products will qualify for the manufacturer's maintenance agreement, to the extent a maintenance agreement is available for the Products from the manufacturer, and provided that such warranty shall only apply if the Products are installed in accordance with the specifications of the manufacturer; provided also, that Customer's exclusive recourse against Sirius for a breach of this warranty shall be, at the election of Sirius, either the repair or replacement of such refurbished Products (as necessary to qualify for such maintenance agreement) or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such Products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto. Excluding the stated warranty regarding eligibility for the relevant manufacturer's maintenance agreement, all used and/or refurbished Products are sold "as is."

As Sirius is not the manufacturer of the Products listed on this Proposal, Customer waives and disclaims any claim against Sirius based upon (i) any infringement or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or other intellectual property rights with respect to any Products sold hereunder or any software licensed by any third party, or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or misappropriation, or any alleged infringement or misappropriation.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THIS PROPOSAL OR THE RESULTS TO BE DERIVED FROM THE USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO DATA, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER SHALL BE RESPONSIBLE FOR THE BACK-UP OF ALL DATA, SOFTWARE, OPERATING SYSTEMS, SOFTWARE CONFIGURATIONS, AND NETWORKING CONFIGURATIONS IN PREPARATION FOR AND DURING THE PERFORMANCE OF SERVICES. IN NO EVENT SHALL SIRIUS BE LIABLE FOR LOSS, CORRUPTION OF, OR DAMAGE TO DATA. EACH PARTY'S LIABILITY ARISING FROM OR RELATED TO THIS PROPOSAL SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE TO SIRIUS UNDER THIS PROPOSAL. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PROVIDED BY LAW, AND EACH PARTY AGREES TO RELEASE THE OTHER PARTY, ITS EMPLOYEES, AFFILIATES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY EXCEEDING THE LIMITS STATED IN THIS PROVISION, REGARDLESS OF THE REMEDY UNDER WHICH DAMAGES ARE SOUGHT. The term "Damages" shall mean any loss, liability, claim, damage, or expense (including costs of investigation and defense and reasonable attorneys' fees).

9. Applicable Law. This Proposal (including these terms) and the rights and obligations of the parties hereto shall be construed under and governed by the laws of the State of Texas, without giving effect to principles of conflict of laws.

10. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS PROPOSAL WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY DISPUTE OF ANY NATURE WHATSOEVER THAT MAY ARISE BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, THOSE DISPUTES RELATING TO, OR INVOLVING IN ANY WAY, THE TRANSACTIONS BETWEEN THE PARTIES, THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS PROPOSAL OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. By execution of this Proposal, each of the parties hereto acknowledges and agrees that it has had an opportunity to consult with legal counsel and that he/she/it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by this Proposal, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

11. Confidentiality. All of the information provided in this Proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

12. Export Compliance. Each party acknowledges that the export, re-export, or import into any other country of Products that are purchased from Sirius may be subject to the export/import control laws and regulations of the U.S., the country of origin of the Products, the country in which Customer resides, or other applicable countries. Such laws and regulations include, without limitation, the Export Administration Regulations issued by the U.S. Department of Commerce, Embargo and Sanction Regulations issued by the U.S. Department of Treasury, the International Traffic in Arms Regulations issued by the U.S. Department of State, and the like. Each party agrees and undertakes to comply with all applicable export/import control laws and regulations, and Customer agrees that such Products are purchased solely for internal and commercial use.

13. General. This Proposal (including these terms) represents the entire and integrated agreement and understanding between the parties with respect to the Product(s) listed above and supersedes all prior or contemporaneous understandings and agreements, whether written or oral. Neither party will be liable or deemed to be in default for any delay or failure to perform its obligations hereunder if such failure results directly or indirectly from any cause beyond its reasonable control. This Proposal may be executed in any number of counterparts, each of which when executed and delivered (which deliveries may be made by email or facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. No modification of these terms, nor waiver of any rights hereunder, shall be valid unless in writing and signed by the party against whom the modification or waiver is sought to be enforced. The waiver of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. Neither this Proposal nor any of its rights or duties hereunder may be assigned or transferred by Customer, unless Sirius has consented to such assignment or transfer in writing. This Proposal does not and is not intended to confer any rights or remedies upon any person or entity other than the parties hereto. If any provision of these terms are held by a court of competent jurisdiction to be contrary to law or otherwise invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

The provision of the maintenance services contained on this Proposal (the "Maintenance Services") will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"). If Customer removes a covered device from productive use and requests cancellation of the Maintenance Services on that device, in accordance with the Provider's terms and conditions, Customer must notify Sirius by email at the following address: OPU@siriuscom.com. Should Customer fail to send the request to the address above, processing of the cancellation shall be delayed and any associated credit with the cancellation may be reduced.

## JEFFERSON COUNTY



Accepted by:

JEFFERSON COUNTY

Signature of Authorized Representative

Jeff Branick

Printed Name

County Judge

Title of Authorized Representative

12/07/2021

Date Signed

Jeff Ross 409-835-8447 ross@co.jefferson.tx.us

Ship to Contact (Name, Phone, &amp; Email)

Ship to Address

Jefferson County MIS Department  
1149 Pearl Street, 6th floor  
Beaumont, TX 77701

ATTEST:

Theresa Goodness  
Interim County Clerk

4



Approved by:

Sirius Computer Solutions, Inc.

DocuSigned by:

451624083049464

Signature of Authorized Representative

Luke Niemiro

Printed Name

Managing Contracts Attorney

Title of Authorized Representative

12/2/2021 | 11:15 CST

Date Signed

Patrick Sieuin 409-835-8500 psieuin@co.jefferson.tx.us

Bill to Contact (Name, Phone, &amp; Email)

Bill to Address

Jefferson County Auditor  
1149 Pearl Street, 7th floor  
Beaumont, TX 77701

NAME

AMOUNT

CHECK NO.

TOTAL

## ROAD &amp; BRIDGE PCT.#1

ADAMS BACKHOE SERVICE  
 GULF COAST SCREW & SUPPLY  
 M&D SUPPLY  
 MUNRO'S  
 UNITED STATES POSTAL SERVICE  
 LD CONSTRUCTION  
 FUNCTION 4 LLC  
 O'REILLY AUTO PARTS  
 CLUTCH REBUILDERS BY PERSINGER

480.50 489430  
 465.83 489450  
 151.11 489459  
 34.10 489463  
 1.20 489514  
 2,911.06 489533  
 31.00 489564  
 177.36 489572  
 313.50 489595

4,210.94\*\*

## ROAD &amp; BRIDGE PCT.#2

ENTERGY  
 MUNRO'S  
 PHILPOTT MOTORS, INC.  
 RITTER @ HOME  
 SETZER HARDWARE, INC.  
 TIME WARNER COMMUNICATIONS  
 BUMPER TO BUMPER  
 FUNCTION 4 LLC  
 CY-FAIR TIRE

159.99 489451  
 20.00 489463  
 49.99 489469  
 29.14 489472  
 58.01 489476  
 126.88 489491  
 78.97 489526  
 31.00 489564  
 38.00 489576

591.98\*\*

## ROAD &amp; BRIDGE PCT. # 3

PHILPOTT MOTORS, INC.  
 AT&T  
 FUNCTION 4 LLC  
 O'REILLY AUTO PARTS

1,847.25 489469  
 78.16 489483  
 62.00 489564  
 744.12 489572

2,731.53\*\*

## ROAD &amp; BRIDGE PCT.#4

ENTERGY  
 FUNCTION 4 LLC  
 O'REILLY AUTO PARTS

826.17 489451  
 52.00 489564  
 107.60 489572

985.77\*\*

## ENGINEERING FUND

ESRI - ENVIRONMENTAL SYSTEMS  
 CANON SOLUTIONS AMERICA INC  
 FUNCTION 4 LLC  
 CHAPMAN VENDING

6,651.55 489429  
 145.20 489550  
 62.00 489564  
 153.38 489588

7,012.13\*\*

## PARKS &amp; RECREATION

ENTERGY 127.85 489451

127.85\*\*

## GENERAL FUND

## TAX OFFICE

HERNANDEZ OFFICE SUPPLY, INC.  
 UNITED STATES POSTAL SERVICE  
 UNITED STATES POSTAL SERVICE  
 FUNCTION 4 LLC  
 TAYLOR PRINT & VISUAL IMPRESSIONS

1,965.63 489453  
 2,190.01 489514  
 106.08 489515  
 155.00 489564  
 304.20 489589

4,720.92\*

## COUNTY HUMAN RESOURCES

UNITED STATES POSTAL SERVICE 7.79 489514  
 FUNCTION 4 LLC 31.00 489564

38.79\*

## AUDITOR'S OFFICE

OFFICE DEPOT 194.45 489466  
 UNITED STATES POSTAL SERVICE 17.19 489514  
 FUNCTION 4 LLC 31.00 489564

242.64\*

## COUNTY CLERK

OFFICE DEPOT 78.99 489466  
 UNITED STATES POSTAL SERVICE 209.92 489514

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	36.44 93.00	489515 489564	418.35*
COUNTY JUDGE			
WELLS, PEYTON, GREENBERG & HUNT, LLP JERRY JOHN BRAGG HARVEY L WARREN III FUNCTION 4 LLC	500.00 500.00 500.00 31.00	489433 489535 489538 489564	1,531.00*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	5.51 31.00	489514 489564	36.51*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	155.82 62.00	489514 489564	217.82*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE CINTAS CORPORATION FUNCTION 4 LLC LINDENMEYR MUNROE	499.00 74.92 350.00 714.25	489529 489559 489564 489584	1,638.17*
PURCHASING DEPARTMENT			
FUNCTION 4 LLC	31.00	489564	31.00*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT TIME WARNER COMMUNICATIONS ADVANCED STAFFING CROWN CASTLE INTERNATIONAL ROCHESTER ARMORED CAR CO INC BOSWORTH PAPERS	50.00 636.72 97.50 1,688.17 6,054.23 6,231.60	489456 489485 489498 489521 489541 489585	14,758.22*
DATA PROCESSING			
FUNCTION 4 LLC	31.00	489564	31.00*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	102.14 31.00	489514 489564	133.14*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE SOE SOFTWARE CORPORATION AT&T MOBILITY FUNCTION 4 LLC	143.10 11,700.00 2,285.77 31.00	489514 489532 489557 489564	14,159.87*
DISTRICT ATTORNEY			
CAMEO / SABINE NECHES TRAVEL KIRKSEY'S SPRINT PRINTING NELL MCCALLUM & ASSOC., INC. TEXAS DISTRICT & COUNTY ATTY ASSN. UNITED STATES POSTAL SERVICE FUNCTION 4 LLC AMI CAROL MURPHY	1,244.60 51.90 1,201.35 700.00 62.92 155.00 400.00	489436 489457 489460 489492 489514 489564 489587	3,815.77*
DISTRICT CLERK			
OFFICE DEPOT UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	571.80 262.26 31.00	489466 489514 489564	865.06*
CRIMINAL DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
EDWARD B. GRIPON, M.D., P.A. FUNCTION 4 LLC	595.00 62.00	489449 489564	657.00*
58TH DISTRICT COURT			
SOUTHWEST BUILDING SYSTEMS THOMSON REUTERS-WEST FUNCTION 4 LLC	121.80 114.00 31.00	489480 489552 489564	266.80*
60TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	489564	31.00*
136TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	489564	31.00*
172ND DISTRICT COURT			
FUNCTION 4 LLC	31.00	489564	31.00*
252ND DISTRICT COURT			
FUNCTION 4 LLC	62.00	489564	62.00*
279TH DISTRICT COURT			
PHILLIP DOWDEN GERMER PLLC TONYA CONNELL TOUPS REAUD MORGAN & QUINN LLP JASON ROBERT NICKS MATUSKA LAW FIRM FUNCTION 4 LLC ALICIA K HALL PLLC	325.00 1,591.47 330.00 330.00 165.00 660.00 31.00 1,485.00	489435 489500 489528 489531 489536 489555 489564 489582	4,917.47*
317TH DISTRICT COURT			
OFFICE DEPOT ANITA F. PROVO RONALD PLESSALA ALLEN PARKER WILLIAM FORD DISHMAN FUNCTION 4 LLC ALICIA K HALL PLLC	332.77 1,600.00 1,375.00 150.00 150.00 31.00 1,770.00	489466 489471 489530 489537 489553 489564 489582	5,408.77*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	6.55 31.00	489514 489564	37.55*
JUSTICE COURT-PCT 1 PL 2			
FUNCTION 4 LLC	31.00	489564	31.00*
JUSTICE COURT-PCT 2			
OFFICE DEPOT	28.84	489466	28.84*
JUSTICE COURT-PCT 4			
FUNCTION 4 LLC	31.00	489564	31.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	23.48 31.00	489514 489564	54.48*
JUSTICE COURT-PCT 7			
TEXAS STATE UNIVERSITY SAN MARS	315.00	489482	315.00*
JUSTICE OF PEACE PCT. 8			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	116.41 31.00	489515 489564	147.41*
COUNTY COURT AT LAW NO.1			
OFFICE DEPOT FUNCTION 4 LLC	85.98 31.00	489466 489564	116.98*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	31.53 31.00	489514 489564	31.53*
COUNTY COURT AT LAW NO. 3			
FUNCTION 4 LLC	31.00	489564	31.00*
COURT MASTER			
FUNCTION 4 LLC BUDDIE J HAHN	31.00 1,880.94	489564 489578	1,911.94*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	32.00 31.00	489514 489564	63.00*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	489564	124.00*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY FAST SIGNS, INC. FED EX FED EX	124.00 6.00 370.22 36.42	489442 489443 489444 489445	
GT DISTRIBUTORS, INC. CASH ADVANCE ACCOUNT	7,202.19 1,913.65	489447 489456	
LYNN PEAVEY CO., INC.	197.30	489458	
OFFICE DEPOT	1,140.09	489466	
SAM'S WESTERN WEAR, INC.	150.00	489474	
AT&T	288.00	489483	
TRIANGLE ENGINE DIST.	36.73	489493	
UNITED STATES POSTAL SERVICE BEAUMONT OCCUPATIONAL SERVICE, INC.	650.84 34.95	489514 489517	
RITA HURT GALLS LLC	175.00 216.60	489545 489556	
FUNCTION 4 LLC	310.00	489564	
AXON ENTERPRISE INC	1,632.00	489566	
BECKER PRINT & MAIL	737.29	489567	
CRIME LABORATORY			15,221.28*
ACCUTOX, INC. ABACUS DIAGNOSTIC, INC. FED EX	58.00 468.93 41.77	489428 489434 489446	
VERIZON WIRELESS	37.99	489512	
SHI GOVERNMENT SOLUTIONS, INC.	4,169.07	489516	
CERILLIANT	262.00	489519	
MATERA PAPER COMPANY INC	118.27	489551	
FUNCTION 4 LLC	31.00	489564	
FULL SPECTRUM ANALYTICS, INC	26,112.00	489571	
JAIL - NO. 2			31,299.03*
W.W. GRAINGER, INC. HYDRO-CLEAN SERVICES, INC. M&D SUPPLY MCNEILL INSURANCE AGENCY OFFICE DEPOT OVERHEAD DOOR CO. SHERWIN-WILLIAMS	1,987.20 1,770.00 282.90 71.00 1,980.63 867.95 45.81	489448 489454 489459 489461 489466 489467 489478	

NAME

AMOUNT	CHECK NO.	TOTAL
1,037.05	489483	
710.14	489494	
39.33	489495	
142.74	489499	
17.06	489518	
349.72	489522	
276.75	489548	
3,300.66	489549	
11,746.44	489551	
4,051.73	489552	
1,448.15	489556	
217.00	489564	
382,992.66	489569	
57,402.95	489577	
739.28	489580	
1,050.00	489591	
300.00	489593	

472,827.15\*

JUVENILE PROBATION DEPT.

LARONDA TURNER	100.24	489468
CHERYL TARVER	33.60	489496
UNITED STATES POSTAL SERVICE	11.02	489514
LYNN BIERHALTER	90.72	489527
FUNCTION 4 LLC	93.00	489564

328.58\*

JUVENILE DETENTION HOME

FLOWERS FOODS	137.28	489523
BEN E KEITH FOODS	328.28	489524
A1 FILTER SERVICE COMPANY	183.79	489543
FUNCTION 4 LLC	31.00	489564

680.35\*

CONSTABLE PCT 1

OFFICE DEPOT	272.08	489466
UNITED STATES POSTAL SERVICE	57.89	489514
FUNCTION 4 LLC	31.00	489564
TND WORKWEAR CO LLC	792.45	489565

1,153.42\*

CONSTABLE-PCT 4

OFFICE DEPOT	46.54	489466
FUNCTION 4 LLC	31.00	489564

15.54\*

CONSTABLE-PCT 6

UNITED STATES POSTAL SERVICE	12.86	489514
FUNCTION 4 LLC	31.00	489564

43.86\*

CONSTABLE PCT. 7

TEXAS STATE UNIVERSITY SAN MARS	855.00	489481
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855.00\*

CONSTABLE PCT. 8

FUNCTION 4 LLC	31.00	489564
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31.00\*

AGRICULTURE EXTENSION SVC

OFFICE DEPOT	67.88	489466
DAVID OATES	72.80	489558
FUNCTION 4 LLC	31.00	489564

171.68\*

HEALTH AND WELFARE NO. 1

OFFICE DEPOT	168.41	489466
UNITED STATES POSTAL SERVICE	71.53	489514
SAM'S CLUB DIRECT	12.38	489548
FUNCTION 4 LLC	62.00	489564

314.32\*

HEALTH AND WELFARE NO. 2

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	70.00	489452	
OFFICE DEPOT	133.95	489466	
TIME WARNER COMMUNICATIONS	147.93	489487	
UNITED STATES POSTAL SERVICE	210.39	489515	
FUNCTION 4 LLC	62.00	489564	624.27*
NURSE PRACTITIONER			
FUNCTION 4 LLC	31.00	489564	31.00*
ENVIRONMENTAL CONTROL			
AT&T	34.61	489483	
FUNCTION 4 LLC	31.00	489564	65.61*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY BEAUMONT	989.33	489546	989.33*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	92.50	489426	
CITY OF BEAUMONT - WATER DEPT.	175.20	489437	
ECOLAB	212.47	489440	
ENTERGY	791.52	489451	
M&D SUPPLY	184.00	489459	
ACE IMAGEWEAR	203.70	489477	
TIME WARNER COMMUNICATIONS	146.48	489490	
UNITED STATES POSTAL SERVICE	1.56	489514	
A1 FILTER SERVICE COMPANY	732.70	489543	
CINTAS CORPORATION	96.86	489559	
FUNCTION 4 LLC	31.00	489564	
JOLLY ROOFING & CONTRACTING COMPANY	250.00	489592	2,917.99*
MAINTENANCE-PORT ARTHUR			
SANITARY SUPPLY, INC.	344.85	489475	
AT&T	1,390.83	489483	
TIME WARNER COMMUNICATIONS	101.76	489486	
TEXAS GAS SERVICE	305.20	489520	
FUNCTION 4 LLC	93.00	489564	
THE HOME DEPOT PRO	180.65	489575	
ALL PRO ELECTRICAL CONTRACTORS, INC	283.75	489590	2,700.04*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	99.98	489438	
ENTERGY	376.35	489451	
SETZER HARDWARE, INC.	37.23	489476	
ACE IMAGEWEAR	36.49	489477	
FUNCTION 4 LLC	31.00	489564	
PREFERRED FACILITIES GROUP-USA, LLC	1,614.27	489586	2,195.32*
SERVICE CENTER			
W.W. GRAINGER, INC.	35.00	489448	
J.K. CHEVROLET CO.	85.04	489455	
PHILPOTT MOTORS, INC.	376.39	489469	
S.E. TEXAS AUTO EQUIPMENT	196.94	489497	
JEFFERSON CTY. TAX OFFICE	7.50	489501	
JEFFERSON CTY. TAX OFFICE	7.50	489502	
JEFFERSON CTY. TAX OFFICE	7.50	489503	
JEFFERSON CTY. TAX OFFICE	7.50	489504	
JEFFERSON CTY. TAX OFFICE	7.50	489505	
JEFFERSON CTY. TAX OFFICE	7.50	489506	
JEFFERSON CTY. TAX OFFICE	7.50	489507	
JEFFERSON CTY. TAX OFFICE	7.50	489508	
JEFFERSON CTY. TAX OFFICE	7.50	489509	
JEFFERSON CTY. TAX OFFICE	7.50	489510	
BUMPER TO BUMPER	898.76	489526	
MIGHTY OF SOUTHEAST TEXAS	404.27	489542	
EASTEX PRESSURE WASHERS	573.83	489547	
DENNIS LOWE	709.16	489560	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	31.00	489564	
THIS GUYS TOOLS, LLC	426.71	489574	
PREFERRED FACILITIES GROUP-USA, LLC	5,314.12	489586	9,056.22*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	5.85	489514	
FUNCTION 4 LLC	62.00	489564	67.85*
MOSQUITO CONTROL FUND			598,524.79**
ALLIED ELECTRIC, INC.	1,110.85	489432	
M&D SUPPLY	22.85	489459	
MOTION INDUSTRIES, INC.	21.86	489462	
MUNRO'S	150.38	489463	
OFFICE DEPOT	112.52	489466	
PARKER LUMBER	93.98	489540	
FUNCTION 4 LLC	31.00	489564	
SALADIN PUMP & EQUIPMENT	693.00	489570	
CY-FAIR TIRE	24.50	489576	
FAMILY GROUP CONFERENCING			2,260.94**
FUNCTION 4 LLC	31.00	489564	31.00**
SECURITY FEE FUND			
GALLS LLC	79.00	489556	79.00**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	489564	31.00**
EMPG GRANT			
TIME WARNER COMMUNICATIONS	112.57	489489	
FUNCTION 4 LLC	31.00	489564	143.57**
GRANT A STATE AID			
KARYN PURVIS INSTITUTE OF CHILD	3,500.00	489594	3,500.00**
COMMUNITY SUPERVISION FND			
TIME WARNER COMMUNICATIONS	147.93	489488	
UNITED STATES POSTAL SERVICE	41.93	489514	
UNITED STATES POSTAL SERVICE	115.24	489515	
JEFF. CO. WOMEN'S CENTER			305.10**
CITY OF BEAUMONT - WATER DEPT.	1,304.40	489437	
FUNCTION 4 LLC	62.00	489564	1,366.40**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	31.00	489564	31.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	489564	31.00**
SHERIFF'S TRAINING GRANT			
CASH ADVANCE ACCOUNT	556.84	489456	556.84**
LAW OFFICER TRAINING GRT			
SAM'S CLUB DIRECT	54.95	489548	54.95**
REGIONAL COMM. SAVNS			
APPRISS SAFETY	7,535.92	489525	7,535.92**
HOTEL OCCUPANCY TAX FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF BEAUMONT - WATER DEPT.	85.73	489437	
MUNRO'S	222.39	489463	
PLUMBING SPECIALTIES, INC.	280.00	489470	
TIME WARNER COMMUNICATIONS	120.58	489484	
FUN4SENIORS	100.00	489544	
FUNCTION 4 LLC	31.00	489564	
			839.70**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	489564	
AIRPORT FUND			62.00**
AAAE / DEPT.	275.00	489427	
AIRPORT LIGHTING COMPANY	5,990.00	489431	
CITY OF NEDERLAND	301.79	489438	
DYNAMIC POWER SYSTEM, INC.	2,365.02	489439	
EASTEX RUBBER & GASKET	25.00	489441	
MUNRO'S	81.65	489463	
SABINE NECHES CHIEFS ASSOCIATION	250.00	489473	
S.E. TEXAS BUILDING SERVICE	4,246.66	489479	
LOWE'S HOME CENTERS, INC.	320.03	489518	
ATTABOY TERMITES & PEST CONTROL	75.00	489534	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	37.95	489554	
FUNCTION 4 LLC	62.00	489564	
TITAN AVIATION FUELS	108,876.83	489573	
CY-FAIR TIRE	179.00	489576	
			123,085.93**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	2,610.00	489539	
KSA ENGINEERS INC	80,089.08	489583	
			82,699.08**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	208,893.77	489568	
UNITED HEALTHCARE SERVICES INC	107,144.23	489579	
			316,038.00**
J C ASSISTANCE DISTRICT 4			
ENTERGY	8.85	489451	
			8.85**
MARINE DIVISION			
CITY OF NEDERLAND	21.40	489438	
W.W. GRAINGER, INC.	147.30	489448	
GALLS LLC	406.00	489556	
WEST MARINE PRO	2,429.73	489581	
			3,004.43**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	195.57	489511	
GALLS LLC	31.35	489556	
			226.92**
			1,156,076.62***

**AGENDA ITEM****December 7, 2021**

Receive and file executed Intergovernmental contract between the City of Port Neches and Jefferson County regarding jail services.

**INTERGOVERNMENTAL CONTRACT BETWEEN**  
**JEFFERSON COUNTY, TEXAS AND THE**  
**CITY OF PORT NECHES**

THE STATE OF TEXAS

§

COUNTY OF JEFFERSON

§  
§

KNOW ALL MEN BY THESE  
PRESENTS:

THIS CONTRACT is executed this 16<sup>th</sup> day of November, 2021, by and between the COUNTY OF JEFFERSON, STATE OF TEXAS, called "County," acting by and through its duly elected and qualified Commissioners Court, and the CITY OF PORT NECHES, a Home Rule City of Jefferson County, Texas, hereinafter called "City," under the terms, authority and provisions of Chapter 791 of the Texas Government Code.

WHEREAS, it has been found and determined by the Commissioners' Court of Jefferson County, Texas, and by the City Council of the City of Port Neches, Texas, that it is advantageous to each named governmental entity that services be exchanged between the County and the City with regard to the governmental functions hereinafter described and that the exchange of such services will result in increased efficiency and economy to the citizens of each such governmental entity with regard to the described governmental functions; and

WHEREAS, it is agreed by the governing bodies of the County and the City that the consideration moving between the parties in support of this agreement is the exchange of services and payment of reasonable compensation as herein contemplated:

NOW THEREFORE, in consideration of the covenants, conditions and undertakings hereinafter described, it is agreed:

1. The contractual relationship created in this agreement shall begin on November 1, 2021 and shall continue until and through October 31, 2022. Thereafter, the contract shall continue from year to year thereafter unless terminated by either of the parties in accordance with Paragraph 7 and will automatically renew according to the terms and conditions herein unless terminated by giving written notice as outlined herein below.
2. The County and the City, in paying for the performance of governmental functions and services described in this contract, shall make payment therefore from current revenues available to the paying party. The daily charges may be revised by written amendment to this agreement. However, the daily charge shall be uniformly assessed to all cities in Jefferson County.
3. The authority of each political subdivision to perform a contractual service under this contract includes the authority to apply the rules, regulations, and ordinances of the political subdivision providing the service or services contemplated by this agreement. In this regard, in the event any other city in Jefferson County is charged an amount less than the \$75.00/day charge established herein, then the City of Port Neches's daily rate shall be reduced to such lesser amount effective for any and all days the lesser amount is charged to said other city.
4. During the existence of this contractual relationship, County shall maintain a jail facility which will, as nearly as possible, conform to the physical and operational requirement of Chapter 351 and Section 351.001 of the Texas Local Government Code. All property, real and personal, necessary to the maintenance and operation of such jail, and all personnel required for the operation of such facility shall be furnished by County at the expense of County. City may, at its option, lodge all persons arrested by City Peace Officers who are to be detained in the jail facilities of County. The detention of such person in the County Jail shall be subject to the control of the

appropriate court with whom an information, complaint, indictment, or other legal process may be filed.

5. It is specifically agreed that the jail facilities of County shall remain under the control of the Commissioners' Court of Jefferson County, Texas, and that the Sheriff of Jefferson County, Texas shall maintain authority and responsibility arising out of the statutes of this state to exercise full control over the operation of the jail facility. In a period of emergency, when the jail facility becomes overcrowded or if other conditions arise which make it necessary for the sheriff of the County to restrict the number of prisoners placed within the facility, then, during such emergency, the sheriff may decline to imprison those persons charged with Class C misdemeanors in a Municipal Court of City. The extent and duration of the emergency shall be determined by the Sheriff of Jefferson County and her determination in that regard shall be final and while not subject to review by the governmental bodies of City or County may be reviewed for reasonableness by a court of competent jurisdiction.

#### A. CLASS C MISDEMEANOR OFFENSES

A1. It is mutually agreed between the parties hereto that upon presentation by a city police officer of a prisoner for a Class C Misdemeanor Offense to be held for Municipal Court, Sheriff shall book the prisoner in the Jefferson County Jail, once the prisoner is medically cleared, and the Sheriff will be responsible for the care and custody of the prisoner and his or her property. Billing costs and fees of the prisoner will begin at the time of book-in and as recorded in the jail records of the Sheriff. The Sheriff further agrees that he/she will not release from custody a prisoner who has been booked into the Jefferson County Jail until his or her release is lawfully ordered by the Municipal Court, a bail bond or recognizance is furnished, or such prisoner is released to the custody of the City or other responsible officials or parties. Billing costs will end

when the prisoner is released from the Jefferson County Jail either by lawful court order, a bail bond or recognizance being furnished, or when the City resumes physical custody of the prisoner. The time and date of release of the prisoner shall be recorded in the jail records of the Sheriff.

A2. The City shall pay to the County for the housing of prisoners at \$75.00 per day payable monthly. The \$75.00 per day charge will be broken down into six-hour segments at \$18.75 per/segment for any day until the prisoner is released as stated in A1. The \$75.00 per/day charge will apply to any part of any 6-hour segment of a day until released.

A3. Should a prisoner detained and/or incarcerated hereunder for a Class C misdemeanor by the Municipal Court require medical treatment in a hospital, then, in the sole discretion of the medical staff in charge of the county infirmary, expenses of such emergency or extraordinary medical or surgical treatment shall be the responsibility of the City. Charges for such treatment will be forwarded to the City as a part of each scheduled billing as outlined herein.

A4. The City shall be responsible for the transportation of prisoners from the jail to the City Municipal Court or other court facility designated by the City.

A5. It is further agreed that during the term of this agreement, the City will be solely responsible for collecting any fines and or bonds assessed by the City's Municipal Court against any inmate who is the subject of this agreement.

A6. In the furnishing of jail facilities under this contract, each party shall be responsible for the acts and omissions of its officers and employees without waiver of any immunities or defenses against the claims of third parties. This agreement shall not constitute an indemnification agreement for the acts or omissions of any party.

**B. CLASS B MISDEMEANOR OR HIGHER OFFENSES**

B1. It is mutually agreed between the parties hereto that, upon presentation by a city police officer of a prisoner for a Class B Offense or higher without a warrant or court commitment, the Sheriff shall book the prisoner in the Jefferson County Jail once the prisoner is medically cleared and will then be responsible for the care and custody of the prisoner and his or her property. Billing costs and fees of the prisoner will begin at the time of book-in. The Sheriff further agrees that she will not release from custody a prisoner who has been booked into the Jefferson County Jail until his or her release is lawfully ordered, or a bail bond or recognizance is furnished, or such prisoner is released to the city or other responsible officials or parties.

B2. If the prisoner is booked into the Jefferson County Jail under a Jefferson County arrest warrant or court commitment, the prisoner will be booked without charge to the City. All other prisoners booked into the facility under a Class B offense or higher will be billed to the city upon book-in for costs as described in paragraph B3 until such time he or she is released or charges of \$75.00 have accrued.

B3. The City shall pay to the County for the housing of prisoners for Class B offenses and higher at \$75.00 per day payable monthly. The \$75.00 per day charge will be broken down into six-hour segments at \$18.75/segment for any day, until the prisoner is released or charges of \$75.00 have accrued. The \$75.00/day charge will apply to any part of any day until released or \$75.00 of charges have accrued.

6. Either City or County may, upon 30-day advance notice in writing, terminate this contract.

7. The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas and all provisions of the Charter and Ordinances of the City of Port Neches, Texas.

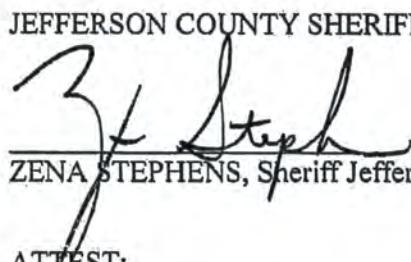
By the execution of this Contract, neither County or City waive defenses of governmental immunity to tort liability for claims by third parties available to each of them under the laws of the State of Texas or the United States and, insofar as City is concerned, the Charter of the City of Port Neches, Texas.

8. All claims, disputes and other matters in question arising out of or relating to this contract shall be submitted to mediation or non-binding arbitration pursuant to the Section 791.015 and Chapter 2009 of the Texas Government Code, prior to any filing of any claim in a Texas court. Each party shall pay its own legal and other costs relating to the mediation or the non-binding arbitration regardless of the outcome of the mediation or the non-binding arbitration.

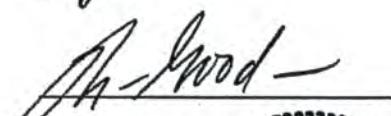
9. The provisions of this contract shall be cumulative of all provisions of the statutes of the State of Texas. By the execution of this Contract, neither County or City waive defenses of governmental immunity to tort liability to third parties available to each of them under the laws of the State of Texas or the United States for any claims arising under this Agreement.

EXECUTED the day and year above written.

JEFFERSON COUNTY SHERIFF'S OFFICE

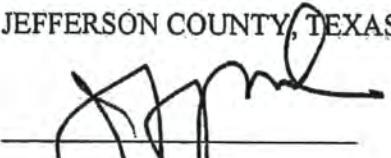
  
ZENA STEPHENS, Sheriff Jefferson County, Texas

ATTEST:

  
County Clerk, JEFFERSON COUNTY, Texas



JEFFERSON COUNTY, TEXAS

  
JEFF BRANICK  
County Judge

ATTEST:

  
Holly Alexander  
City Clerk, City of Port Neches, Texas

CITY OF PORT NECHES

  
ANDRÉ WIMER  
City Manager



# UTILITY AND COMMON CARRIER PIPELINE POLICY

## GENERAL REQUIREMENTS

### Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

### Application

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

### Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
  - 1. It is a common carrier; and
  - 2. It serves a public purpose; and
  - 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its proposed pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

### Maintenance, Alteration or Removal

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

### Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

### Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

## **GENERAL PRINCIPLES**

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

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

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

### Responsibility for Repairs

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

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

## **SPECIFICATIONS**

### General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

### Line Crossing, Method of Placement

(See Standard Detail)

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

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

A minimum cover of three (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of five (10) feet.

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

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

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".
- d. Surface
  - 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
  - 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
  - 3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

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

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

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

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

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

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

### Line Markers

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

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

### Traffic Control

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

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

### Bonds

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

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

### Application Fee

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

## **ROUTE MAP**

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Permit No. 16-U-21  
Precinct No. 2

**NOTICE OF PROPOSED PLACEMENT OF  
PUBLIC UTILITY LINE/COMMON CARRIER PIPELINE WITHIN  
JEFFERSON COUNTY RIGHT-OF-WAY  
(2003 REVISION)**

Date: 11/19/21

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T

, (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of FIBER CABLE, location of which is fully described as follows:

1 \_\_\_\_\_ pages of drawings attached.

Construction will begin on or after **DECEMBER 13 2021**

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on A0278W9-BYERS-7395 FRINT RD and all subsequent revisions thereof to date.

Company AT&T

By DARRELL J ROMERO

Title **ENGINEER**

Address 350 PINE ST BEAUMONT TX 77701

Telephone 409-291-9286

Fax No.

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

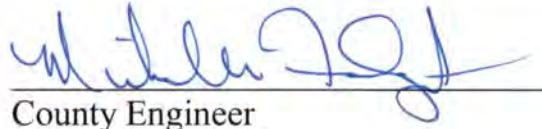
Enclosed, please find the required application fee:

\_\_\_\_\_ road crossing @ \$100.00 \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ miles parallel @ \$150.00/mile or fraction \_\_\_\_\_ \$ \_\_\_\_\_  
TOTAL \_\_\_\_\_ \$ \_\_\_\_\_

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

**ENGINEERING ACTION FORM**

The minimum standard bond required is \$ n/a



\_\_\_\_\_  
County Engineer

12/07/21

Date

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**COMMISSIONERS COURT ORDER**

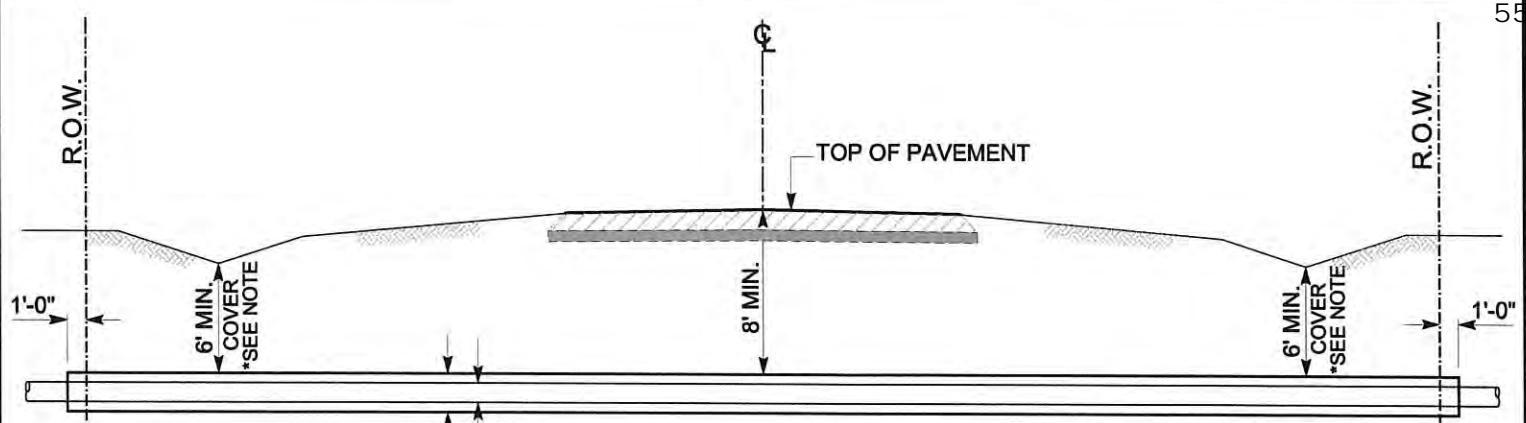
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation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

**COMMISSIONERS COURT**

By \_\_\_\_\_



\_\_\_\_\_  
County Judge

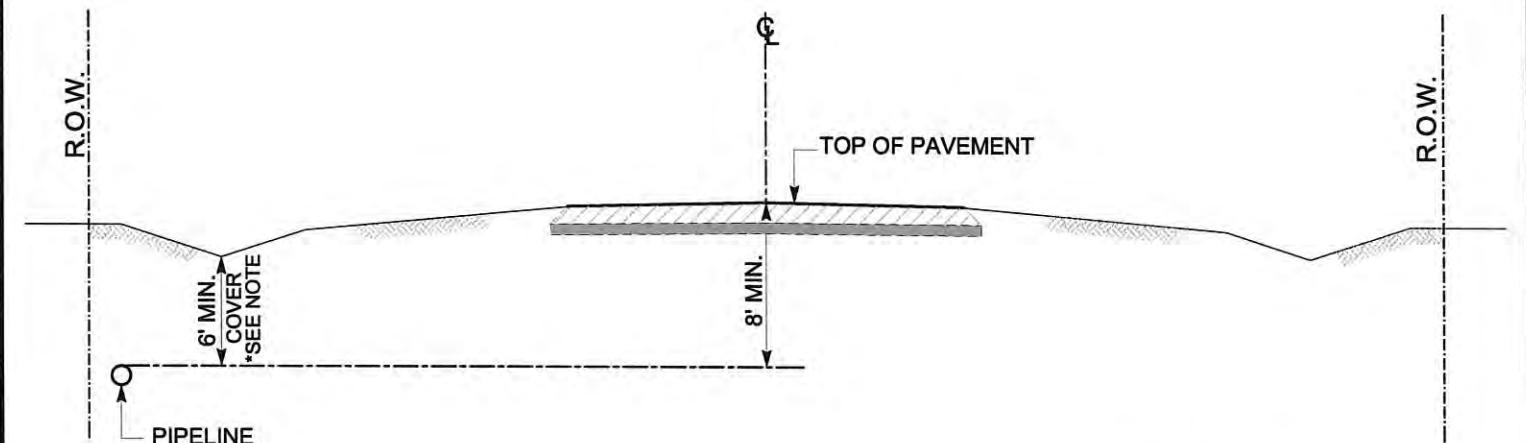


**GENERAL NOTES:**

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**1.) STANDARD PIPELINE CROSSING**

N.T.S



**GENERAL NOTES:**

1. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**2.) STANDARD PARALLEL LINE**

N.T.S



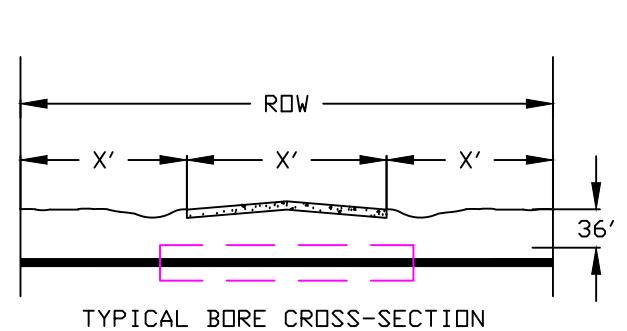
JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

**Pipeline Details (STD)**

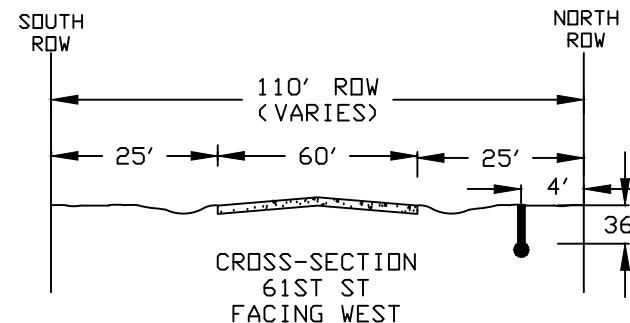
DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

**JEFFERSON COUNTY SPECIFICATIONS**

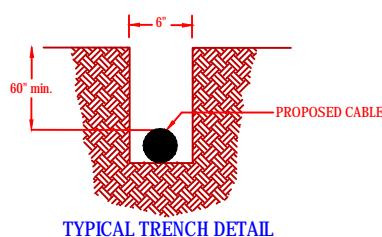
1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACK-FILLED AND COMPACTED IN 10' LIFTS AT THE END OF EACH WORK DAY. (NO TRENCH LEFT OVERNIGHT.)
2. ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT-OF-WAY AT END OF EACH WORK DAY
3. DITCHES TO BE OPENED AT END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE
4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGGERS, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETE SAFETY TO THE PUBLIC
5. IF IT BECOMES NECESSARY FOR THE EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS SHOULD BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT
6. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
7. MIN. DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 48" BELOW CROWN OF ROAD OR 36" BELOW ANY ROADSIDE DITCH.



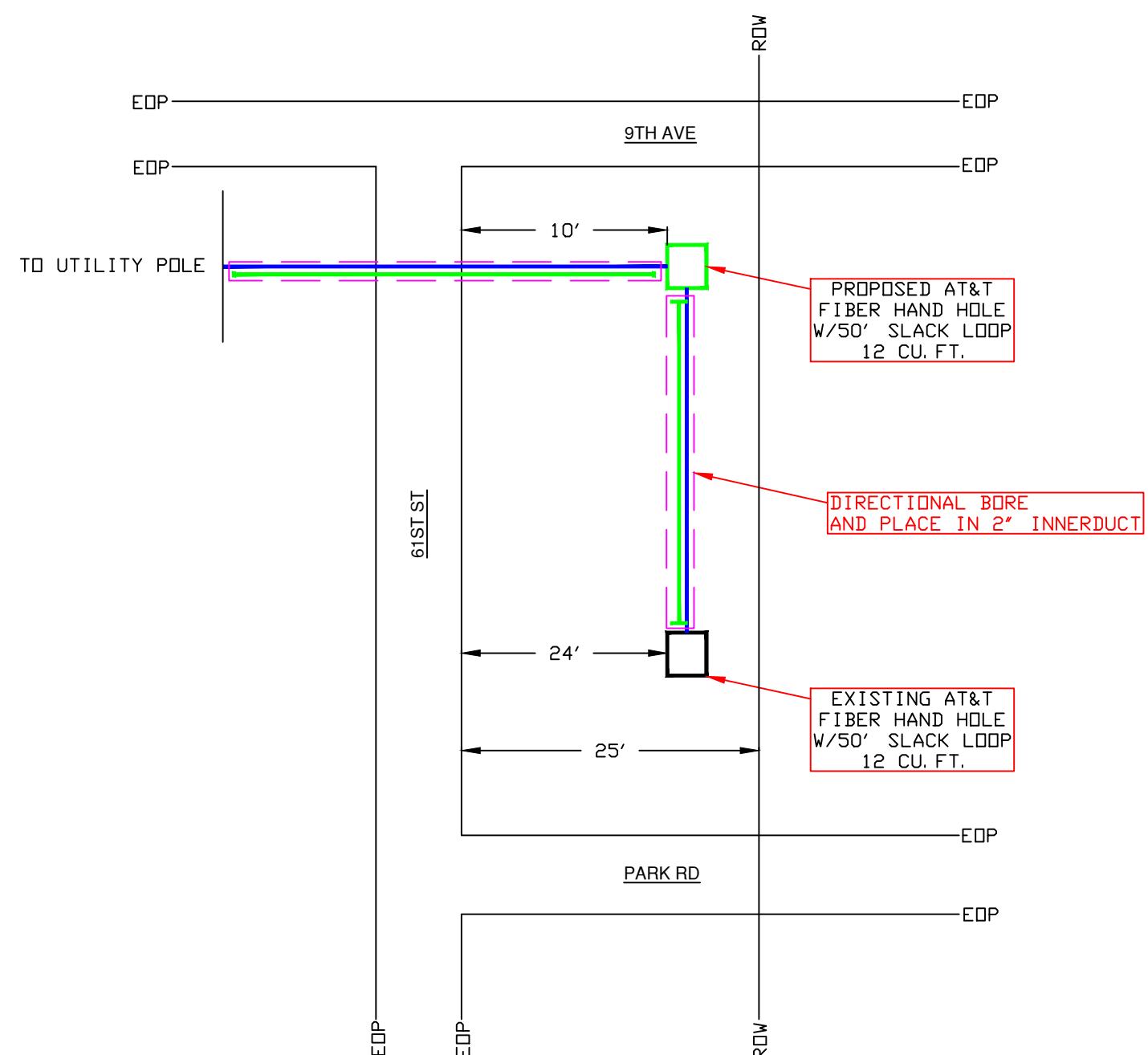
TYPICAL BORE CROSS-SECTION



CROSS-SECTION  
61ST ST  
FACING WEST



TYPICAL TRENCH DETAIL

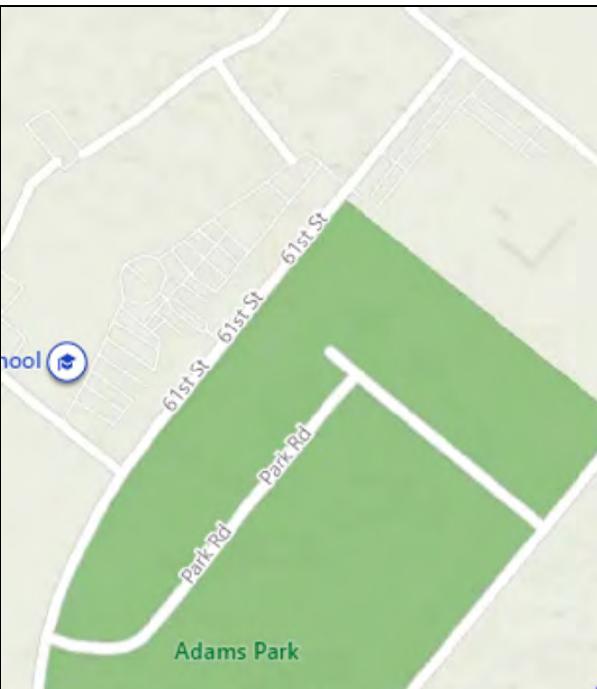


ALL CONSTRUCTION CAN BE  
COMPLETED IN THE ROW  
WITHOUT INTERRUPTING THE  
FLOW OF TRAFFIC

**TRAFFIC NOTES:**

1. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMNACE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD - LATEST EDITION WITH REVISIONS)
2. NO LANES SHALL BE BLOCKED DURING CONSTRUCTION.

**LOCATION MAP**



**LEGEND**

PROPOSED CONDUIT,	PROPOSED AT&T FIBER HAND HOLE W/50' SLACK LOOP 12 CU. FT.
EXISTING AT&T FIBER HAND HOLE W/50' SLACK LOOP 12 CU. FT.	

PROPOSED AT&T  
TELECOMMUNICATIONS  
CABLE

ASE 6001 9TH AVE, PORT ARTHUR	NO SCALE A0281LT DR9759
Byers Engineer DR9759	DRAWN BY: CP
BYERS ENGINEERING COMPANY 5301 Hollister Suite 250 Houston, TX 77040 713-464-9790 (Office) 713-690-1693 (Fax)	DATE: 11/22/2021
	KEY MAP:
	PRINT: 1 OF 1
	DWG NAME: 6001 9TH AVE, PORT ARTHUR

# UTILITY AND COMMON CARRIER PIPELINE POLICY

## GENERAL REQUIREMENTS

### Who Must Apply

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### Application

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

### Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
  1. It is a common carrier; and
  2. It serves a public purpose; and
  3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its proposed pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

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

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### Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

## **GENERAL PRINCIPLES**

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

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

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

### Responsibility for Repairs

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

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

## **SPECIFICATIONS**

### General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

### Line Crossing, Method of Placement

(See Standard Detail)

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

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

A minimum cover of three (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of five (10) feet.

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

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

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".
- d. Surface
  1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
  2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
  3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

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

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

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

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

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

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

### Line Markers

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

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

### Traffic Control

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

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

### Bonds

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

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

### Application Fee

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

## **ROUTE MAP**

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Permit No. \_\_\_\_\_  
Precinct No. \_\_\_\_\_

NOTICE OF PROPOSED PLACEMENT OF  
PUBLIC UTILITY LINE/COMMON CARRIER PIPELINE WITHIN  
JEFFERSON COUNTY RIGHT-OF-WAY  
(2003 REVISION)

Date: 11/19/21

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

**AT&T**

AT&T, (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of FIBER CABLE, location of which is fully described as follows:

1 pages of drawings attached.

Construction will begin on or after DECEMBER 13 2021

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on A0278W9-BYERS-7395 FRINT RD and all subsequent revisions thereof to date.

Company AT&T

By DARRELL J ROMERO

Title ENGINEER

Address 350 PINE ST BEAUMONT TX 77701

Telephone 409-291-9286

Fax No. \_\_\_\_\_

## FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

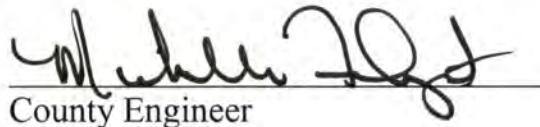
Enclosed, please find the required application fee:

_____ road crossing @ \$100.00 _____	\$ _____
_____ miles parallel @ \$150.00/mile or fraction _____	\$ _____
TOTAL _____ \$ _____	

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

**ENGINEERING ACTION FORM**

The minimum standard bond required is \$ n/a

  
County Engineer

12/07/21

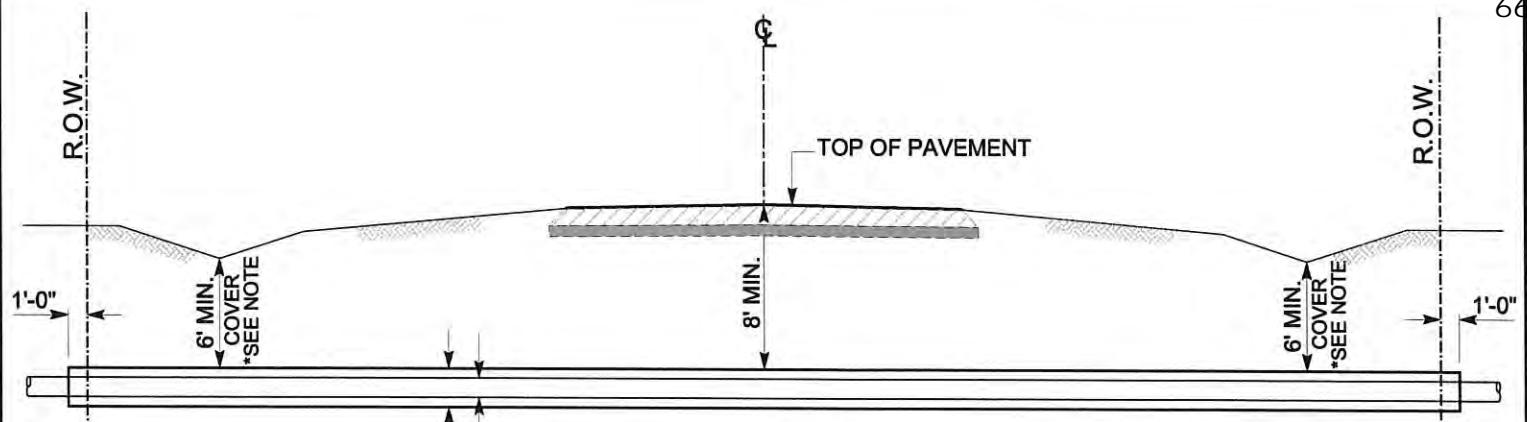
Date

**COMMISSIONERS COURT ORDER**

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

**COMMISSIONERS COURT**By 

County Judge

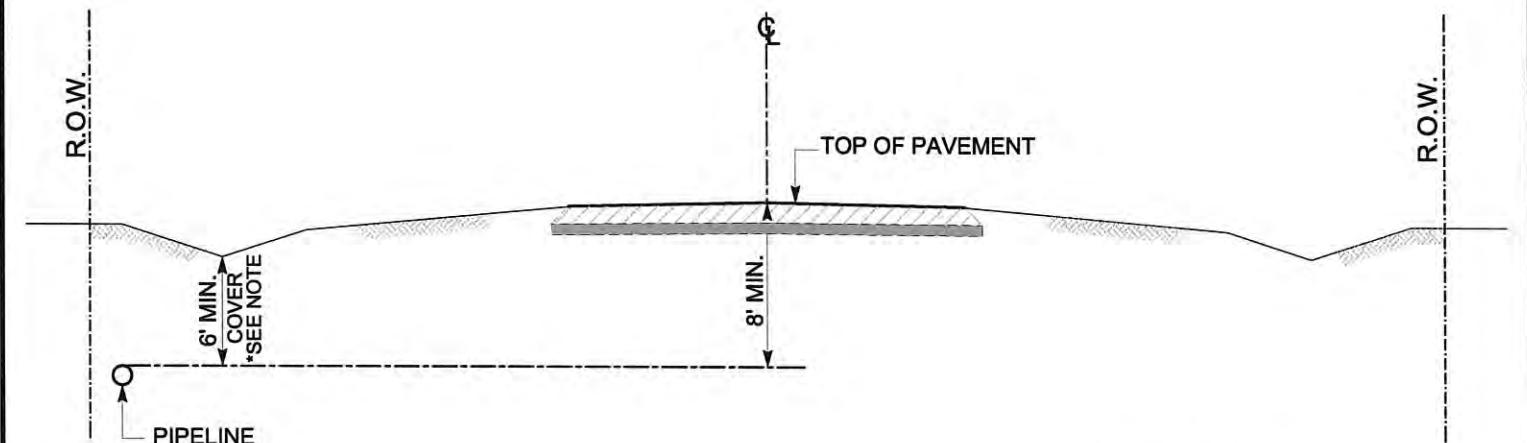


**GENERAL NOTES:**

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**1.) STANDARD PIPELINE CROSSING**

N.T.S



**GENERAL NOTES:**

1. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**2.) STANDARD PARALLEL LINE**

N.T.S



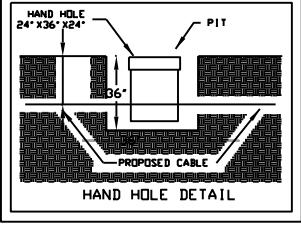
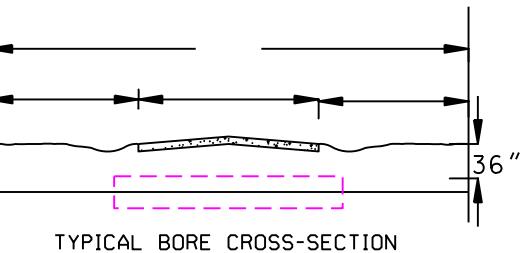
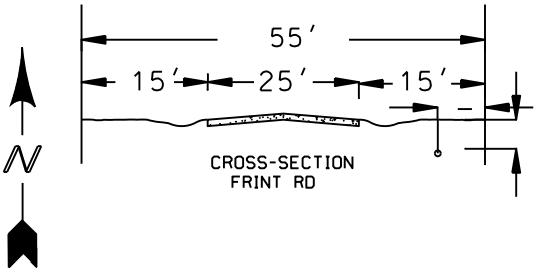
JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

**Pipeline Details (STD)**

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

**Jefferson county specifications**

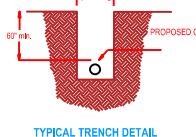
1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE DUG IN 10' LISTS AT THE END OF EACH WORK DAY, AND TRENCH LEFT OPEN OVERNIGHT.
2. ALL EXCESS EXCAVATION TO BE REMOVED PRIOR TO CLOSING OF WAY AT THE END OF EACH WORK DAY.
3. DITCHES TO BE OPENED AT END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGGER, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
5. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS SHOULD BE TAKEN TO AVOID ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
6. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
7. MIN DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 36" BELOW CROWN OF ROAD AND 36" BELOW ANY ROADSIDE DITCH.



**EXPOSE ALL UTILITIES IN AREA BEFORE CROSSING**

**DIRECTIONAL BORE 36" DEPTH  
TO PLACE  
1-24CT FOC  
IN 1.25" INNERDUCT**

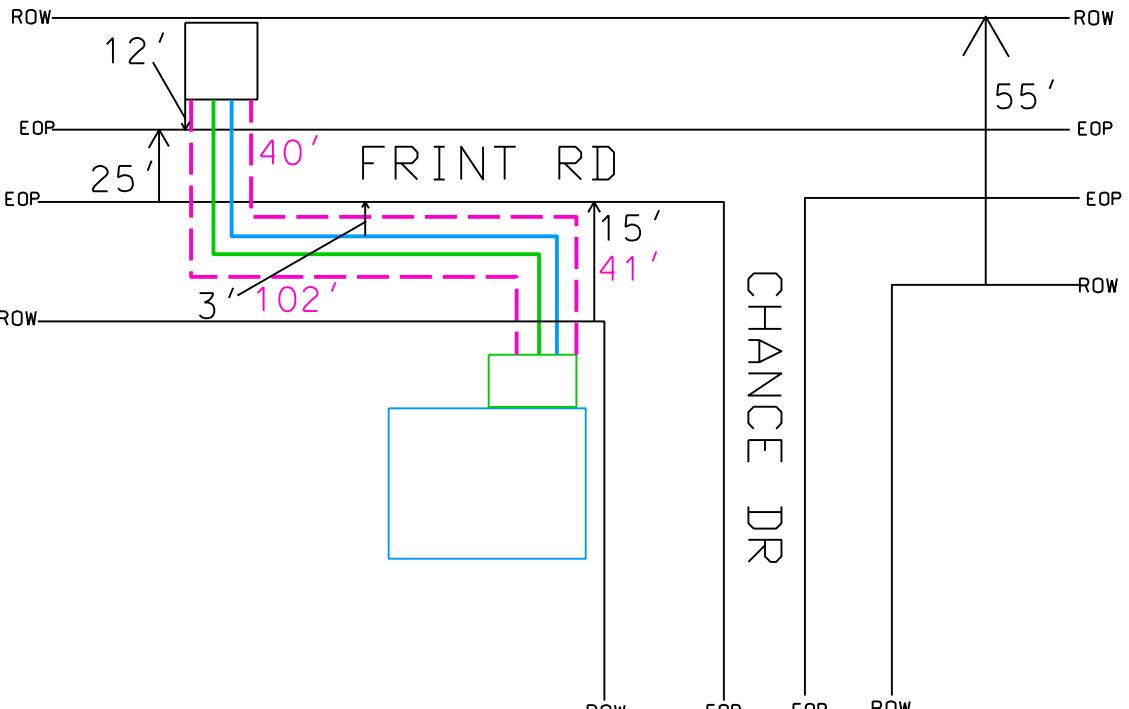
**ALL CONSTRUCTION CAN BE  
COMPLETED IN THE ROW  
WITHOUT INTERRUPTING THE  
FLOW OF TRAFFIC**



**TRAFFIC NOTES:**

1. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMNACE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD - LATEST EDITION WITH REVISIONS)
2. NO LANES SHALL BE BLOCKED DURING CONSTRUCTION.

**JEFFERSON COUNTY PERMIT**



## LEGEND

PROPOSED AT&T  
TELECOMMUNICATIONS  
CABLE

EXISTING AT&T  
FIBER HAND HOLE  
W/50' SLACK LOOP  
504 CU. FT.

PROPOSED CONDUIT



PROPOSED AT&T  
FIBER HAND HOLE  
W/50' SLACK LOOP  
49 CU. FT.

EXISTING  
UTILITY POLE  
X

EXISTING  
AT&T HH



PROPOSED FBT



DIRECTIONAL  
BORE



BUILDING

7395 FRINT RD  
BEAUMONT TX 77705

A0278W9

Byers Engineer

DRAWN BY: JM

DATE: 10-18-2021

KEY MAP:

PLAT:

DWG NAME:



Permit Number: 07-P-21  
 Precinct Number: 3  
 Bond Number: N/A

**APPLICATION FOR PIPE LINE PERMIT  
RENEWAL LETTER ATTACHED**

Date: 11/10/2021

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Centana Intrastate Pipeline Company, (Company)

does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:  
Crossing Rollins Road, south to north, approximately 747 feet east of the intersection  
of Rollins Road and State Hwy 124

Number of drawings attached N/A SEE ORIGINAL PERMIT ATTACHED.

Construction will begin on or after N/A 20

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 12/07/21 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>01</u>	Road crossing @ \$100.00	<u>\$ 100.00</u>
—————	Miles parallel @ \$150.00/mile or fraction	<u>————— \$</u>
	<b>TOTAL</b>	<b><u>\$ 100.00</u></b>

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

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

Centana Intrastate Pipeline Company

Company Name

Michael Phillips / Attorney-in-Fact

Company Representative Name/Title

2107 CityWest Blvd, Houston, Texas 77042

Address

**281-520-7102**

Phone Number



November 11, 2021

Jefferson County  
Ernest Clement  
1149 Pearl Street, 5<sup>th</sup> Floor  
Beaumont, Texas 77701

Re: Pipeline Renewal Rollins Road

Dear Mr. Clement:

DCP Centana Intrastate Pipeline Company is attempting to renew a road crossing permit for Rollins Road in Jefferson County, Texas. Permit was issued on November 11, 1996. This permit was issued for a 25-year time period and is up for renewal.

I have included copies of the original permit along with a copy of the new Application For Pipeline Permit. It is the intent of Centana Intrastate Pipeline Company to renew this permit for an additional 25 years.

Please review the permit application and let me know if any changes need to be made. Once I receive your approval, I'll mail in the permit along with a company check in the amount of \$100.00

Please contact me either by phone or email. My contact information is listed below.

Sincerely,

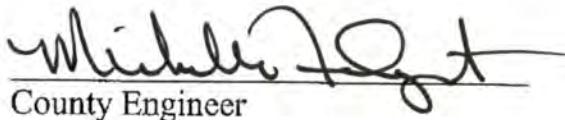
A handwritten signature in black ink, appearing to read "Michael Phillips". It is written over a horizontal line.

Michael Phillips  
Senior Right of Way Specialist  
Centana Intrastate Pipeline Company  
2107 Citywest Blvd  
Houston, Texas 77042

Office 713-735-3723  
Cell 281-520-7102  
MEPhillips@DCPMidstream.com

## ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A



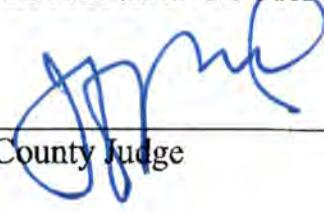
Michael T. Dugay  
County Engineer

12/07/21  
Date

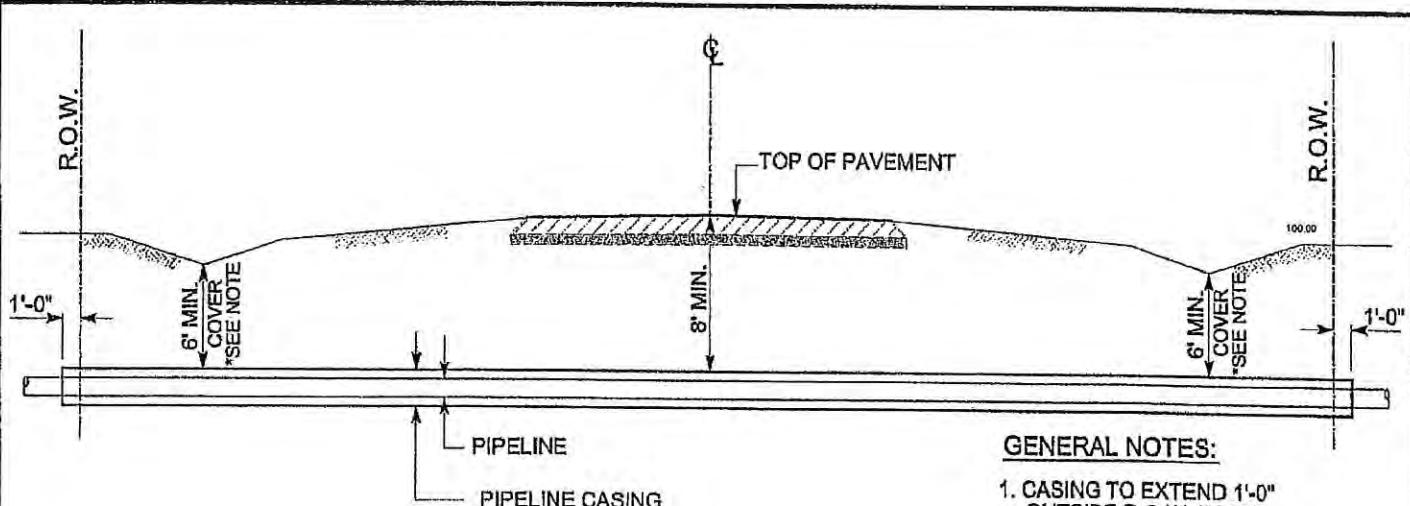
## COMMISSIONERS COURT ORDER

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

### COMMISSIONERS COURT

By 

County Judge

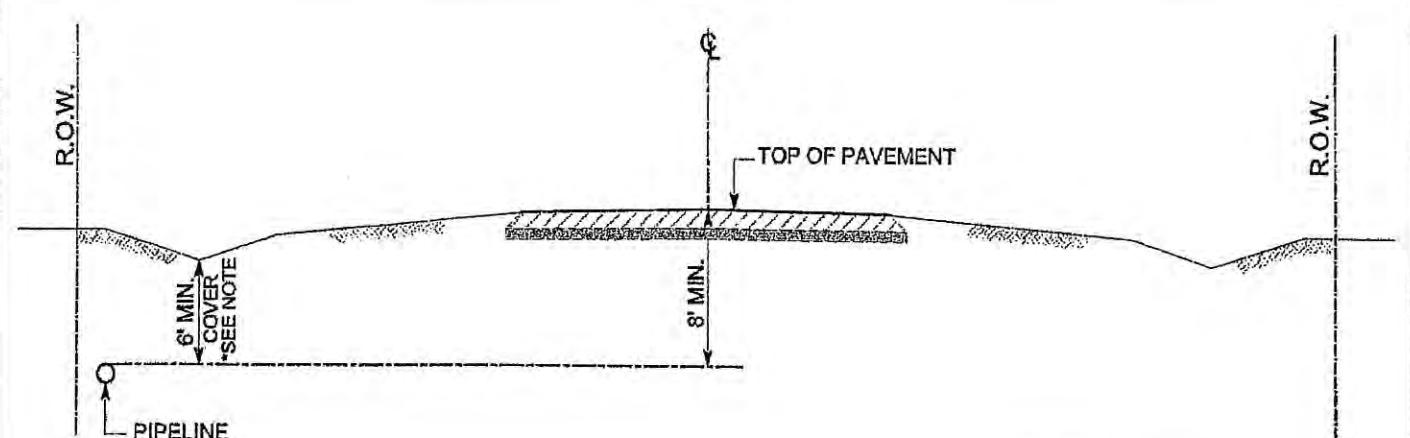


**GENERAL NOTES:**

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**1.) STANDARD PIPELINE CROSSING**

N.T.S



**GENERAL NOTES:**

1. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**2.) STANDARD PARALLEL LINE**

N.T.S



JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

**Pipeline Details (STD)**

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

## PIPELINE PERMIT POLICY

### GENERAL REQUIREMENTS

#### Who Must Apply

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

#### Application

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

#### Maintenance, Alteration or Removal

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

#### Time Limits

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

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

### Work Order

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

### Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

## **GENERAL PRINCIPLES**

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

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

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

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

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

### Responsibility for Repairs

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

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

### **INDEMNIFICATION OF COUNTY**

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

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

### **SPECIFICATIONS**

#### General

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

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

Line Crossing, Method of Placement

(See Standard Detail)

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

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

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

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

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

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

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
  1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.

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

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

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court.

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

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

Inspection Notice

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

Line Markers

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

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

#### Traffic Control

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

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

#### Bonds

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

#### Permit Fee

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

### **ROUTE MAP**

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

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

APPLICATION FOR PIPE LINE PERMIT  
(1992 REVISION)

Date \_\_\_\_\_

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

CENTANA INTRASTATE PIPELINE Co (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the ~~distribution~~ ~~of~~ ~~Transportation~~ of Natural Gas, location of which is fully described as follows:  
Crossing Rollins Road, south to north.  
Approximately 747 feet east of the intersection of Rollins Road and State Hwy 124.

2 pages of drawings attached.  
Construction will begin on or after November 11, 1996.

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

Enclosed, please find the required permit fee:

road crossings @ \$100.00	\$ 100.00
miles parallel @ \$150.00/mile or fraction	\$ _____
TOTAL	
\$ 100.00	

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

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

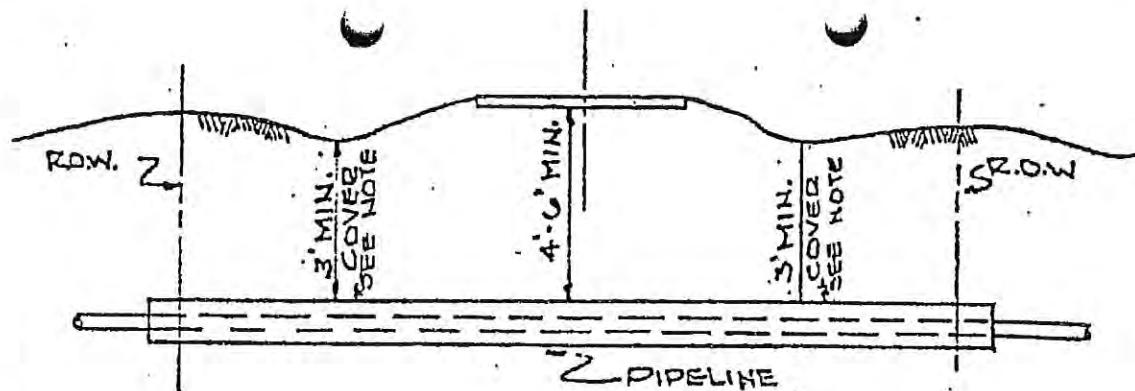
Company Centana Intrastate Pipeline Company  
By Johnny A. Goset  
Title Right-of-Way Supervisor  
Address 1960 Camelot #19  
Orange, TX. 77630

SOUTH (WINNIE)  
CENTANA INTRASTATE PIPELINE  
Line 117 Loop (Late 1997)

TX1-005520

TX-CP117LOOP-03

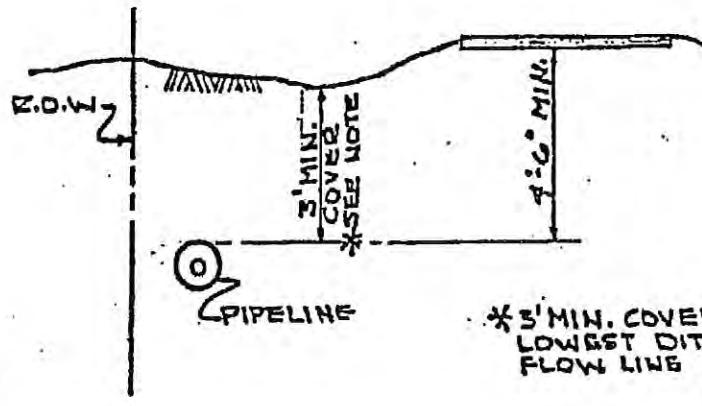
Tract: 03



\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

NOTE: CASING TO EXTEND  
1'-0" OUTSIDE ROW EACH  
SIDE OF ROAD.

## 1. STANDARD PIPELINE CROSSING

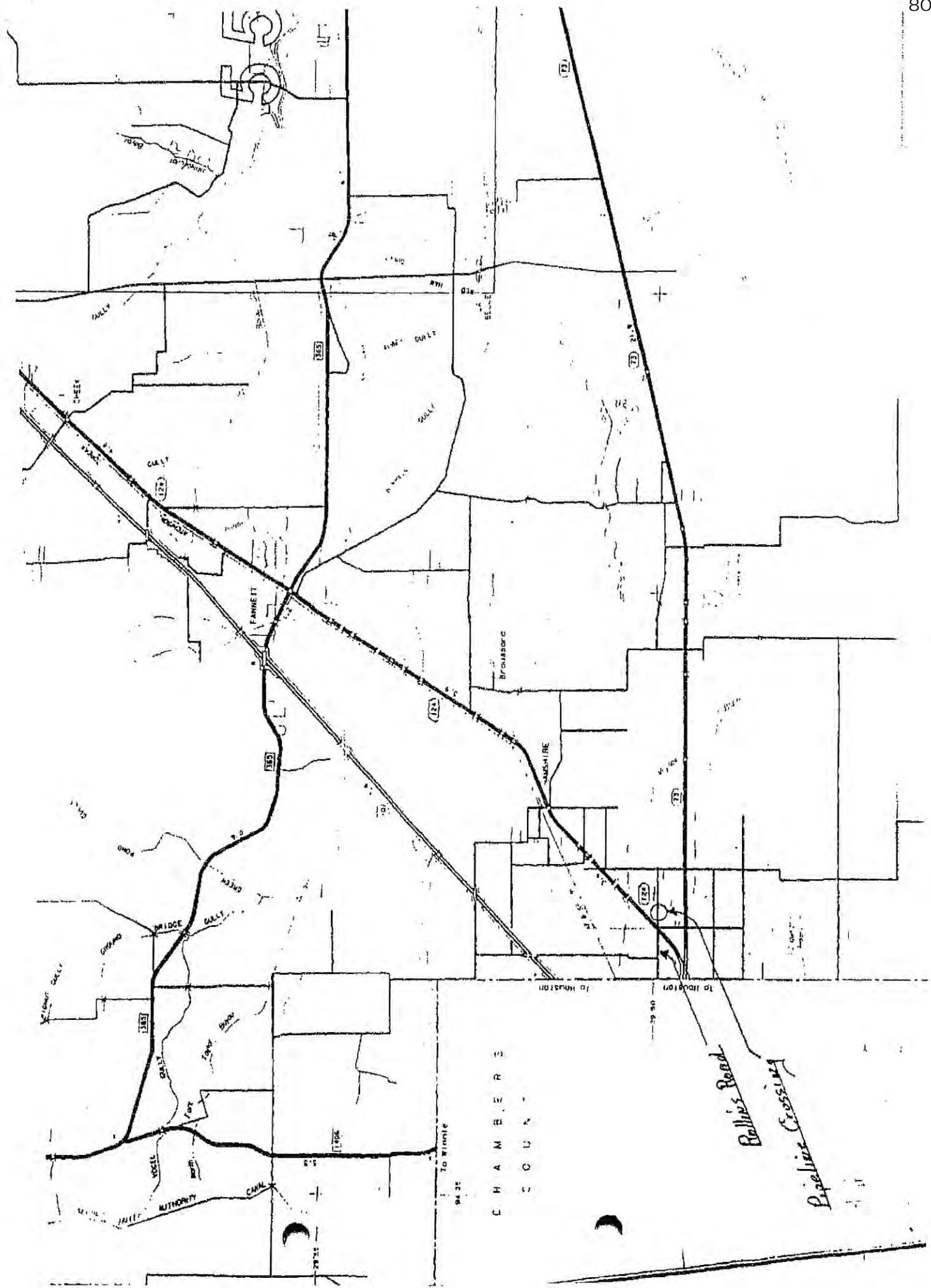


\* 3' MIN. COVER AT  
LOWEST DITCH  
FLOW LINE ELEV.

## 2. STANDARD PARALLEL LINE

JEFFERSON COUNTY
ENGINEERING DEPARTMENT
PIPELINE DETAILS (STD.)

12-7-79 | NO SCALE | SCHOEN



## PIPELINE PERMIT POLICY

### GENERAL REQUIREMENTS

#### Who Must Apply

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

#### Application

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

#### Maintenance, Alteration or Removal

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

#### Time Limits

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

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

#### Work Order

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

#### Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

#### GENERAL PRINCIPLES

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

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

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

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

### Responsibility for Repairs

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

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

### INDEMNIFICATION OF COUNTY

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

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

### SPECIFICATIONS

#### General

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

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

Line Crossing, Method of Placement (See Standard Detail)

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

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

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

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

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

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

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

- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
  - 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well compacted material will be accepted.
  - 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
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Lines Paralleling Method of Placement (See Standard Detail)

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## **Jefferson County Courthouse Blueprint Inventory**

### **General Set**

- 1 Set – Pages 1 – 23
- 1 Set – Pages 2 – 19 + Extras

### **Electrical**

- 2 Sets – E2 – E12

### **Extras From Various Sets**

### **Furnishings**

- 1 Set – Pages 1 – 20
- 1 Set – Pages 1 – 18
- 1 Set – Pages 1 – 15
- 1 Set – Pages 1 – 19 + Extra Pages

### **Jail**

- 2 Sets – J1 – J6

### **Plumbing & Heating**

- 1 Set – Pages M2 – M13

### **Rehab Work**

- 1 Set – Pages A-3.01 – A-3.04
- 1 Set – Pages A200 – A206

**Structural Plans – 1 Set – S1 – S14**

**Supplemental Structural Plans – 1 Set – 6 Pages**

**1893 Courthouse – 1 Set – Pages 1 – 5**

### **County Clerk Office**

**Steel Equipment Plans – 1 Set – Title Sheet + Pages 1, 3 – 4**

**Sub-Courthouse – Port Arthur**

**Structural Plans**

**1 Set – Pages 1-9, S1 – S6, E1, PH1, J1 + Extras**

September 1, 2021

## INVENTORY OF DOCUMENTS

### Jefferson County Courthouse - Beaumont, Texas

**Fred C. Stone - Architect**

**A. Basin - Associate Architect**

#### Drawings:

Sheet No. 7 First Floor Plan - 7/14/30

Sheet No. 1 Sections, Building Perspective - 7/14/30

Sheet No. 2 Pearl Street Elevation - 7/14/30

Sheet No. 168 F.S. Detail of Urn - 6/16/31

Sheet No. 193 Details of Metal Ceiling Over Main Entrance - 7/30/31

Sheet No. 191 F.S. Details of Flag Pole Bases - 7/29/31

Sheet No. 139 Sill Details - 4/10/31

Sheet No. 144 F.S.D of 1/4 Ceiling Medallion 1st. Floor Public Lobby - 4/16/31

Sheet No.138 F.S. Detail of Ornament "P"

Sheet No.149.E F.S.D. Orn. Plaster Motif "W", Ct. Room 233 - 6/25/31

Drawing No. 166 3rd-4th-5th Floor Corridor Door Frames - 6/18/31

Drawing 165 Special 1st Floor Door Frames, Courts Lobby #135, Lobby #183 - 5/15/31

Sheet No. 137 F.S. Half Elevation Ornament "S" - 4/9/31

Drawing No. 149C F.S.D. Orn. Plaster Soffit Motif "Y" Ct. Rm #233 - 6/3/31

Sheet No. 134 F.S. Elevation of Panel "N" - 4/2/41

Sheet No. 199F F.S. Detail of Floor Plaque First Fl Lobby - 8/25/31

Sheet No. 128 Detail of Panel "K" - 3/20/31

Sheet No. 149D F.S.D. Of Plaster Soffit Motif "Z" Crim. Ct. Rm. #233 - 6/23/31

Sheet No. 149F F.S.D. Orn. Plas. Soffit Motif "W" for BMS. Rm #233 - 6/25/31

Sheet No. 148 F.S. Details of Beam Soffits & Rosettes for 2nd Fl. Lobbies - 5/4/31

Sheet No. 146 F.S.D. Plaster Orna. & Run Work in Rooms No. 209-221-225-229-236-237-273-  
& 279 - 4/29/31

Drawing No. 149C. F.S.D. of Portion of Soffit Motif "Y" in Ct. Room #233 - 6/3/31

Sheet No. 149B F.S.D. Orn. Plaster Motif "X" in Soffit of Ct. Room #233 - 6/1/31

Sheet No. 181A Detail of Door 32 - 7/27/31

Sheet No. 187 F.S. Detail Exterior Window Grilles for W 3 - 7/23/31

Sheet 186 F.S. Detail Exterior Window Grilles for Areaways #61 #64 #69 - 7/23/31

Sheet 188 Full Size 1/4 Elev Ext Window Grille Front Entrance Window 8 - 7/24/31

Sheet No. 192 F.S.D. Door and Frame Details Doors D-23 Second Floor - 7/29/31

Sheet No. 133 F.S. Half Elevation Panel "O" - 4/1/31

Sheet No. 131 F.S. Partial Elev. of Window Heads Under Panel "M", Section Z-Z- 3/31/31

Sheet No. 132 F.S. Sect. Sill #7, Elev. of Sill #7, F.S. Sect. Sill #18 - 3/31/31

Sheet No. 142 F.S.D. Plaster Cornice & Orna. Mental Frieze - Public Lobby #182- 4/4/31

Sheet No. 141 F.S.D Ornamental Plas. Inserts and Cornice Profile for Public Lobby #182 & Ct. Lobby # 135  
-4/13/31

Sheet No. 175 F.S.D. Of 1/2 Window Panel in Rms #242 & 267 - 7/27/31  
 Sheet No. 190 F.S.D. Marble Brackets in First Fl. Lobby at 4 Op'g's - 7/28/31  
 Sheet No. 185 Partial F.S. Elevation, Details, Section AA Basement Doors D-1 - 7/27/31  
 Sheet No. 129 F.S. Detail of Ornament "L" - 3/21/31  
 Sheet No. 172 F.S.D. Of Plaster Cornice in Court Rooms B-32 & B-41 - 6/26/31  
 Sheet No. 135 F.S. Sections and Details of Ornamentation 4/3/31  
 Sheet No. F.S.D - Special Fire Hose Cabinet Details and Elevations - 7/10/31  
 Sheet No. 145 F.S.D. of Plas. Ornament & Run Plaster - Cornices for Rm. #134 - 4/18/31  
 Sheet No. 140 F.S.D. of Ornamental Plaster Ceiling for Room #155 - 4/9/31  
 Sheet No. 149 F.S. Plaster Details Criminal Ct. #233 - 5/20/31  
 Sheet No. 173 F.S.D. of 1/2 of Window Panels in Room #233 - 7/27/31  
 Sheet No. 180 F.S. Half Elevation Details of Metal Gate for Room #343 - 6/26/31  
 Sheet No. 136 F.S.D. of T.C. Overflow at 12th Floor - 3/4/31  
 Sheet No. 130 F.S. Detail of Panel "M" - 3/26/31  
 Sheet No. 178 F.S. Half Elevation, Details of Metal Gates for Comm. Ct. #507 - 6/25/31  
 Sheet No. 143 F.S.D Plas. Bracket - Bm. Soffit & Facia & Run Plas. Ceiling - 1st. Fl. Pub. Lobby - 4/15/31  
 Sheet No. 182 F.S. Section "A-A" Appellate Ct. Ceiling, Elevation Frieze Panel - no date  
 Sheet No. 177 F.S. Half Elevation Gate "A", Details of Metal Gates for Civil Ct. Rms. #242 & 267 - 6/24/31  
 Sheet No. 181 Details & Sections of Doors 22, Elevation Lobbies #119 & #221 - 6/30/31  
 Sheet No. 189 F.S.D. Marble Trim in Criminal Ct. #233 - 7/24/31  
 Sheet No. 171 F.S.D. Plas. Soffit Ct. Rms. #242 & #267 - 7/6/31  
 Sheet No. 176 F.S. Half Elev., Details for Gates for Criminal Court Room #233 - 2/24/31  
 Sheet No. 184 Details of Ceiling for Courts Lobby #415 - 7/18/31  
 Sheet No. 183 F.S. Section D'-D' and Elevation of Typical Plaster Cap. - 7/16/31  
 Sheet No. 179 F.S. Half Elev., Details of Metal Gates for Appell. Ct. Rm. #409 - 6/26/31  
 Sheet No. 147 F.S.D. Orn. Plaster Frieze in 2nd Floor Lobbies #243-#266 & 275 - 5/1/31

#### **Furnishings Specifications**

Jefferson County Courthouse - 93 pages (page 83 missing), 10/31/30

#### **Jail Equipment Specifications**

Jefferson County Courthouse - 39 pages. Bulletin #1 - 7 pages, 10/31, 1930

#### **Jefferson County Office Building, Port Arthur, Texas**

#### **Stone & Pitts Architects**

#### **Drawings**

Sheet No. 12 Half of Model # 5 - no date  
 Sheet No. 4 Project Sign - no date  
 Sheet No. \_ Model # 3 - no date  
 Sheet No. 8 Corner Stone - no date  
 Sheet No. 13 Model # 6 - no date  
 Sheet No. 14 Model # 7 - no date  
 Sheet No. 10 Model # 2 - no date  
 Sheet No. 11 Model # 4 - no date

Sheet No. F.1 Counter Screen Details - 3/13/36  
Sheet No. P-1 Reflected Ceiling Plan Main Lobby # 110 - no date  
Sheet No. P-2 Ceiling Mould Details Main Lobby # 110 - no date  
Sheet No. P-4 Run Cornice Details - no date  
Sheet No. 4 Profile Thru Stone Pilaster and Cap - no date  
Sheet No. P-3 Plaster Model Details - no date

**Roy Wignall, Port Arthur/ Fred C. Stone, Beaumont, Associated Architects**

**Drawings**

Drawing No. 4 Second Floor Plan - 2/15/34, Rev. 2/20/35  
Drawing No. 2 Building Elevations and Cross Sections - 2/15/34, Rev. 2/20/35  
Drawing No. S5 First Floor Plan/Structural  
Drawing No. S4 Second Floor Plan Structural - 2/15/34, Rev. 2/20/35  
Drawing No. S1 Structural Piling Layout Plan - 2/15/34, Rev. 2/20/35  
Drawing No. S2 Structural Foundation Plan - 2/15/34, Rev. 2/20/35  
Drawing No. E1 Electrical Second Floor and Riser Diagram - 2/15/34, Rev. 2/20/35  
Drawing No. 11 Door Details and Schedule - 2/15/34, Rev. 2/20/35  
Drawing No.10 Plan and Elevations of J.P. Court Rm. 209 - 2/15/34, Rev. 2/20/35  
Drawing No. 8 Typical Window Details - 2/15/34, Rev. 2/20/35  
Drawing No. 7 Typical Detail of Entrances in East Elevation - 2/15/34, Rev. 2/20/35  
Drawing No. 9 Stair Sections, Elevations, Ceiling Plans - 2/15/34, Rev. 2/20/35  
Drawing No. 6 Attic, Roof and Penthouse Plans - 2/15/34, Rev. 2/20/35  
Drawing No. J-1 Jail Plan and Equipment - 2/15/35, Rev. 2/20/35  
Drawing No. S5 Jail Floor Plan Structural - 2/15/34, Rev. 2/20/35  
Drawing No. S6 Attic, Penthouse and Roof Plan Structural - 2/15/34, Rev. 2/20/35  
Drawing #5 F.S. Sections, Elevation - No date  
Drawing #2 F.S. Section Thru Jail Window Head - No date  
Sheet No.6 F.S. Sill Detail - No date  
Sheet No. 1 Interior Elevations, Details, Profile of Fluting in Plas Spandrels - 10/21/36  
Drawing No. 3 First Floor Plan - 2/15/34, Rev. 2/20/35  
Drawing No. 5 Jail Floor Plan - 2/15/34, Rev 2/20/35  
Drawing F-5 Furniture Items - 2/15/34  
Drawing F-6 Furniture Items - 2/15/34  
Drawing F-3 Furniture Items - 2/15/34  
Drawing F-4 Furniture Items - 2/15/34  
Drawing F-2 Second Floor Furniture Plan - 2/15/35  
Drawing F-1 First Floor Furniture Plan - 2/15/34  
Drawing PH1 Plumbing and Heating Plans and Riser Diagram - 2/15/34  
Graphic "Erected A.D. 1935"- no date  
Drawing Typical. Marble Stools - no date  
Sheet No. 3 Cornice Details - no date  
Sheet titled Half Full Size Model #1 - no date

**Specifications**

For An Insane Ward, Contract Set #14 (64 pages)

Form of Bid (6 pages) 6/24/36

Standard Form of Agreement Between Contractor and Owner (5 pages) 6/24/36

Stone &Pitts Architects



## JEFFERSON COUNTY SHERIFF'S OFFICE

**Zena Stephens, Sheriff**

1001 Pearl Street, Suite 103  
Beaumont, TX 77701  
(409) 835-8411

**Donta Miller**  
Chief of Law Enforcement  
dmiller@co.jefferson.tx.us

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

### MEMORANDUM

DATE: December 2, 2021

TO: Judge Jeff Branick  
Commissioner Vernon Pierce  
Commissioner Darrell Bush  
Commissioner Michael Sinegal  
Commissioner Everette "Bo" Alfred

FROM: Chief Donta Miller

RE: Out-of-state travel for training

Consider and possibly approve out-of-state travel for Matt Gardner to Hoover, Alabama on January 17, 2022 to January 21, 2022. The purpose of this course is to gain knowledge for digital forensics, and how to properly operate a forensic analyst job. Students will gain hands-on experience with lab management software, legal issues, and digital evidence. There is no cost to Jefferson County for this course. The course will be paid for by The National Computer Forensic Institute.

Chief Donta Miller  
Jefferson County Sheriff Office  
Law Enforcement Division



## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

1001 Pearl Street, Suite 103  
Beaumont, TX 77701  
(409) 835-8411

**Donta Miller**  
Chief of Law Enforcement  
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Date: September 10, 2021

To: Sheriff Zena Stephens & Jefferson County Commissioner's Court  
From: Detective Matt Gardner, Jefferson County Sheriff's Office  
Ref: Out of State Travel Request - January 16, 2022 through January 21, 2022

In reference to the "Out of State Travel Policy", I would like to provide answers to the four asked questions:

**Q. 1. Is the trip budgeted? If not, how is the trip to be funded?**

A. 1. No, the trip was not budgeted as there are no expenses incurred during this training. Per diem and lodging are provided by the United States Secret Service.

**Q. 2. Is the training mandatory, or does the training directly impact the employee's assigned job duties?**

A. 2. Yes, the training is essential for my performance as an investigator assigned to investigate crimes involving computer and cellular telephone technology.

**Q. 3. Does the benefit appear to be worth the cost?**

A. 3. There is no cost, and the benefit directly improves my ability to function in my assigned duties. The course provides a significant amount of training at no cost.

**Q. 4. Is the training available locally or within Texas at a lower rate?**

A. 4. No. The National Computer Forensics Institute is located in Hoover, Alabama. It is the only facility of its kind that provides this training and equipment at no cost.

Thank you very much,

Detective Matt Gardner  
Criminal Investigations Division  
Sex Offender Registration and Compliance Unit  
Jefferson County Sheriff's Office  
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**Special, December 07, 2021**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, December 07, 2021