

SPECIAL, 1/4/2022 10:30:00 AM

BE IT REMEMBERED that on January 04, 2022, 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 (ABSENT)

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

Honorable Zena Stephens, Sheriff

Honorable Laurie Leister, County Clerk

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

Notice of Meeting and Agenda and Minutes
January 04, 2022

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
 January 04, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **04th** day of **January 2022** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

9:30 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm

Listen to audio by calling 571-748-4021 PIN # 623-6974#.

The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass.

Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Darrell Bush, Commissioner, Precinct Two

Notice of Meeting and Agenda and Minutes
January 04, 2022

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

PURCHASING:

1. Consider and approve an Agreement (Agreement 22-001/DC) with Function 4 for HP Laser Jet Managed Printers with the Jefferson County Clerk's Office for a monthly payment of \$695.72 a month. This in accordance with the Region V Contract 20210304. Replaces Agreement 21-064/DC that was approved on October 5, 2021.

SEE ATTACHMENTS ON PAGES 10 - 12

Motion by: Commissioner Pierce

Second by: Commissioner Bush

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

Action: APPROVED

2. Consider and approve, execute, receive and file a Professional Services Agreement (PROF 22-002/DC) with The LaBiche Architectural Group, Inc. for Architectural Services for Concrete Restoration at the Loading Dock, Interior Plaster Repairs and Waterproofing at the Jefferson County Courthouses for a not to exceed fee of \$5,000.00, plus reimbursable expenses.

SEE ATTACHMENTS ON PAGES 13 - 15

Motion by: Commissioner Pierce

Second by: Commissioner Bush

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

Action: APPROVED

COUNTY AUDITOR:

3. Consider and approve FY 2021 budget amendment - General Services - copier lease and unemployment.

120-1024-419-6001	OFFICE MACHINES	\$457,860.00	
120-1024-419-2005	UNEMPLOYMENT COMPENSATION	\$36,255.00	
120-3063-424-1002	ASSISTANTS & CLERKS		\$225,000.00
120-3064-424-1002	ASSISTANTS & CLERKS		\$225,000.00
120-1024-419-5029	ATTORNEY FEES		\$44,115.00

SEE ATTACHMENTS ON PAGES 16 - 16

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

4. Consider and approve FY 2022 budget transfer - Sheriff Training - additional cost for purchase of a copier.

249-3015-421-3084	MINOR EQUIPMENT	\$1,200.00	
249-3015-421-5077	CONTRACTUAL SERVICE		\$1,200.00

SEE ATTACHMENTS ON PAGES 17 - 17

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

5. Receive and file Amendment 1 with Texas Parks and Wildlife for contract extension for the Mesquite Point Public Boat Ramp.

SEE ATTACHMENTS ON PAGES 18 - 19

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

6. Consider and approve electronic disbursement for \$1,800,000 to State Comptroller for the first half of IGT for Indigent Health Care.

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

7. Consider and approve total electronic disbursements for \$335,225.00 to The Bank of New York Mellon for interest payments for the Refunding Bond Series 2012.

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

8. Consider and approve total electronic disbursement for \$260,325.00 to BOK Financial for interest payments for the Certificates of Obligation Bond Series 2019.

Motion by: Commissioner Bush

Second by: Commissioner Pierce

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

Action: APPROVED

9. Regular County Bills – check #490118 through checks #490283 (12/28/21) and check #490284 through check #490406 (01/04/22).

SEE ATTACHMENTS ON PAGES 20 - 33

Motion by: Commissioner Bush

Second by: Commissioner Pierce

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

Action: APPROVED

COUNTY COMMISSIONERS:

10. Consider, possibly approve, authorize the County Judge to execute, receive and file Demolition Waiver from Jefferson County to the City of Port Arthur for an unsafe building located at 815 W. 15th Street, Port Arthur, Texas.

SEE ATTACHMENTS ON PAGES 34 - 41

Motion by: Commissioner Bush

Second by: Commissioner Alfred

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

Action: APPROVED

11. Receive and file Intergovernmental Contract Between Jefferson County and the City of Nederland regarding services at the Jefferson County Jail.

SEE ATTACHMENTS ON PAGES 42 - 48

Motion by: Commissioner Bush

Second by: Commissioner Alfred

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
January 04, 2022

12. Consider, possibly approve, authorize the County Judge to execute, receive and file Intergovernmental Contract Between Jefferson County and the City of Port Arthur regarding services at the Jefferson County Jail.

SEE ATTACHMENTS ON PAGES 49 - 59

Motion by: Commissioner Bush

Second by: Commissioner Alfred

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

Action: APPROVED

13. Consider, possibly approve and authorize the County Judge to execute and Amended Tax Abatement Agreement between Jefferson County and Emerald Biofuels to extend start of construction until July 1, 2022.

SEE ATTACHMENTS ON PAGES 60 - 65

Motion by: Commissioner Bush

Second by: Commissioner Alfred

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

Action: APPROVED

14. Consider and approve Resolution authorizing the submission of multiple hazard mitigation assistance grant applications for HMA programs and authorizing the County Judge as the authorized representative.

SEE ATTACHMENTS ON PAGES 66 - 66

Motion by: Commissioner Bush

Second by: Commissioner Alfred

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

Action: APPROVED

15. Consider and approve Resolution committing Jefferson County to provide local matching funds secured from individual homeowners to complete the FEMA Hazard Mitigation grant projects.

Clerk's Notes: Items A-G or 10-16 approved with corrected resolutions to include all commissioners' signatures.

SEE ATTACHMENTS ON PAGES 67 - 67

Motion by: Commissioner Bush

Second by: Commissioner Alfred

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

Action: APPROVED

16. Consider, possibly approve, receive and file Certificate Of Participation for Commissioner Darrell W. Bush for successfully completing 5.5 hours of Educational Training School for District 5 County Judges and Commissioners Conference December 1,2021, Nacogdoches, Tx.

SEE ATTACHMENTS ON PAGES 68 - 68

Motion by: Commissioner Bush

Second by: Commissioner Alfred

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

Action: APPROVED

17. Consider, possibly approve, authorize the County Judge to execute documents with one of several potential contractors as necessary to increase capacity for monoclonal antibody infusions for Jefferson County residents.

Action: TABLED

18. Administer Oath of Office and Statement of Officer of Laurie Leister to the position of Interim Jefferson County Clerk, to fulfill the unexpired term of Theresa Goodness, retired, pursuant to Texas Local Government Code Sec. 87.041 and receive and file same.

Motion by: Commissioner Alfred

Second by: Commissioner Pierce

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

Action: APPROVED

HISTORICAL COMMISSION:

19. Consider and possibly approve authorizing the County Judge to execute, receive and file an Application for an Antiquities Permit with the Texas Historical Commission for repair and waterproofing of areas of the historic courthouse damaged by water intrusion, and for installation of a replacement loading dock in the rear of the building. The repairs to the loading dock is budget at \$56,000. For the water intrusion cost to be determined after permit is awarded and may be eligible for FEMA funding and budgeted funds.

SEE ATTACHMENTS ON PAGES 69 - 74

Motion by: Commissioner Pierce

Second by: Commissioner Alfred

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

Action: APPROVED

RISK MANAGEMENT:

20. Consider and possibly approve self-insuring for any loss covered under the Public Official's Bond for Laurie Leister, Interim County Clerk, effective January 1, 2022.

Motion by: Commissioner Bush

Second by: Commissioner Pierce

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

Action: APPROVED

21. Receive and File executed contract from Interface Behavioral Health.

SEE ATTACHMENTS ON PAGES 75 - 80

Motion by: Commissioner Bush

Second by: Commissioner Pierce

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

Action: APPROVED

Other Business:

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

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

Jeff R. Branick
County Judge

AGREEMENT



FEDERAL ID#: 1-74-6000291-2

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Jefferson, County of

ADDRESS: 1085 Pearl St., Beaumont, TX 77701-3545 (409) 835-8400

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☒ SEE ATTACHED SCHEDULE

HP LaserJet Managed E52645dn

HP LaserJet Managed E52645dn

HP LaserJet Managed E60155dn

HP LaserJet Managed E60155dn

HP LaserJet Managed E60155dn

HP LaserJet Managed E60155dn

HP LaserJet Managed E60155dn

HP LaserJet Managed E60155dn

HP LaserJet Managed E60155dn

HP LaserJet Managed E60155dn

EQUIPMENT LOCATION: As Stated Above

(*PLUS TAX)

TERM IN MONTHS: 60

MONTHLY PAYMENT AMOUNT*: \$ 695.72

PURCHASE OPTION*: \$1.00

SECURITY DEPOSIT: 0

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

☒

SIGNATURE

PRINT NAME & TITLE

DATE

Jeff Branick County Judge 01/04/11

LESSOR ("WE", "US", "OUR")

Function4

LESSOR

SIGNATURE

PRINT NAME & TITLE

DATE

12560 Reed Rd Ste 200 Sugar Land, TX 77478-3380

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE: ☒

INDIVIDUAL: NA

DATE:

SIGNATURE: ☒

INDIVIDUAL: NA

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: ☒

NAME AND TITLE:

DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$89.50 (or \$99.50 if the total sum of payments exceeds \$75,000). If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

OWNERSHIP. You own the Equipment, including any software license rights granted to you, if any, by us or any third party supplier(s). You hereby grant us a security interest in the Equipment to secure your performance under this Agreement, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

TAXES. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. You agree to file any required personal property tax returns. Sales or use tax due upfront will be payable over the term with a finance charge.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

This is an addendum ("Addendum") to and part of that certain agreement between Function4 ("we", "us", "our") and Jefferson, County of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1705238 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE: ☒

NAME & TITLE: Jeff Brannick County Judge

DATE: 01/04/2022

OUR SIGNATURE

Function4

SIGNATURE

PRINT NAME & TITLE

DATE



Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

December 15, 2021

Jefferson County Commissioners Court
Deb Syphrett, Purchasing
1001 Pearl Street
Beaumont, TX 77701

Project: Concrete Restoration at Loading dock, Interior Plaster Repairs and Waterproofing for Jefferson County Courthouse

Re: Proposal for Architectural Services

Dear Mrs. Syphrett,

We appreciate the opportunity to submit this proposal for Architectural Services for the referenced project for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to Jefferson County Commissioners Court, (hereinafter "Client") the services described below for the compensation described below. This proposal is based upon our experience with past concrete restoration, waterproofing and interior plaster repair to the Jefferson County Courthouse.

PROJECT INFORMATION:

The project, as we understand it, is the assistance with Texas Historical Commission permits, preparation of Construction Documents and review of existing contractor proposals for repairs to the deteriorating interior plaster, loading dock modifications, concrete sidewalks and platform settlement and waterproofing of building components

SCOPE OF WORK:

The Architect and the Architect's consultants shall perform those services described below:

1. Submit application to Texas Historical Commission for a permit to conduct the restoration and repair of the items listed above.
2. Assist County with correspondence with THC during the construction period.
3. Assist County's Maintenance Department in review of contractor proposals for the work.
4. Assist County in preparing standards for future restoration work for plaster repairs, tuck pointing and sealant installation on building elevations.

COMPENSATION:

The scope of work outlined above will be performed at an hourly rate not to exceed **Five Thousand Dollars (\$5,000.00)**, plus reimbursable expenses and distributed as follows:

**Architectural Proposal for
Courthouse Repairs and Restoration**

- ☐ Additional Services requested by Client will be charged hourly per the fee schedule attached.
- ☐ Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at 1.25 times the expenditure.

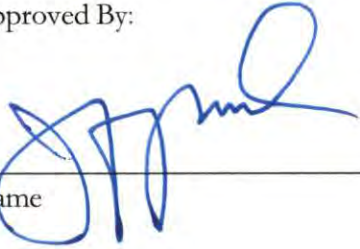
We have assembled this proposal based on our understanding of the specific needs related to this project. If you are in agreement with the terms and qualifications of this proposal, please sign one copy and return to us. We are extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



Dohn H. LaBiche, FAIA

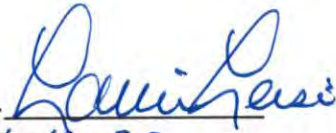
Approved By:



Name

01/04/2022

Date

ATTEST 
DATE 1-4-22



Architectural Proposal for
Courthouse Repairs and Restoration

HOURLY RATE SCHEDULE

<u>PERSONNEL</u>	<u>HOURLY RATE*</u>
Principal/ Engineer/ Historical Consultant	150.00
Senior Project Architect	125.00
Project Architect	100.00
Intern Architect II	95.00
Intern Architect I	80.00
Draftsman	60.00
Interior Finish Consultant II	85.00
Secretarial	50.00

*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

*Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900*

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: DECEMBER 22, 2021

The following FY 2021 budget amendment for General Services is necessary for year-end required entry to record the capital lease for the copiers and accrual of additional cost needed due to unemployment claims. The corresponding revenue is also being recorded which will fund the amount being recorded in the capital line item for the copier lease.

120-1024-419-6001	Capital – Office Machines	\$457,860
120-1024-419-2005	Unemployment Comp.	\$36,255
120-3063-424-1002	Assistants & Clerks	\$225,000
120-3064-424-1002	Assistants & Clerks	\$225,000
120-1024-419-5074	Attorney Fees	\$ 44,115



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

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

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

John Shaubarger
Chief of Corrections
jschaubarger@co.jefferson.tx.us

December 15, 2021

TO: Fran Lee

From: Chief John Shaubarger

RE: TRANSFER OF FUNDS

Please put on the Commissioner's Court agenda to transfer \$1,200 from:

249-3015-421-5077 Contractual Service

To

249-3015-421-3084 Minor Equipment

This is to purchase a stand-alone copier for the Range.

If you have any questions, please call me.

AMENDMENT TO CONTRACT

THE STATE OF TEXAS)(
)(AMENDMENT NO. 1 TO CONTRACT NO. CA-0000997
 COUNTY OF TRAVIS)(

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Contract to amend said contract as follows:

In accordance with the terms of the above referenced contract executed January 22, 2021, TPWD hereby amends the project entitled, "Mesquite Point Public Boat Ramp" as follows:

Section IX, TERM OF CONTRACT, is amended to extend the contract by 12 (twelve) months. The new contract termination date is December 31, 2022.

The total reimbursable contract amount remains and shall not exceed \$ 535,000 (Five hundred thirty-five thousand dollars). Pursuant to Section IV. CONTRACT AMOUNT, budgeted monies not spent in Fiscal Year (FY) 2021 are eligible to be rolled over to FY 2022-2023.

Section X, DEFINITIONS, is updated as follows:

I. UGMS means Uniform Grant Management Standards.
(<https://www.comptroller.texas.gov/purchasing/docs/ugms.pdf>). UGMS is defined to include its successor guidance, Texas Grant Management Standards (TxGMS), the terms of which shall control for purposes of this agreement effective January 1, 2022:
<https://comptroller.texas.gov/purchasing/grant-management/>

Section XI, GENERAL TERMS AND CONDITIONS, is amended as follows:

New terms are included below:

Domestic Preferences for Procurement: As stated in 2 CFR § 200.322, and as appropriate and to the extent consistent with law, the Performing Agency should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Prohibition on certain telecommunications and video surveillance services or equipment: If applicable, pursuant to 2 CFR § 200.216, the Performing Agency and subrecipients are prohibited from obligating or expending funds to procure or obtain equipment, services, or systems (including telecommunications or video surveillance equipment or services) that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or, an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country (including any subsidiary or affiliate of such entities). (See also 2 CFR 200.471 and Public Law 115-232, section 889).

The below clause is replaced in its entirety:

Termination for Default: As allowed by applicable law, TPWD or the Federal awarding agency may, by written notice of default to the Performing Agency, terminate this Contract, in whole or in part, for cause if the Performing Agency fails to perform in full compliance with the contract requirements, through no fault of TPWD, or, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities. TPWD will provide a thirty (30) day written notice of termination to the Performing Agency

of intent to terminate, and TPWD will provide the Performing Agency with an opportunity for cure with TPWD prior to termination. See also 2 CFR § 200.340.

Attachment A, Proposal and Budget, Section L. (Deliverables), is updated to include the following new reporting and project completion dates for Calendar Year 2022:

- | | |
|--------------------------------------|------------|
| • Interim Performance Report to TPWD | 03-15-2022 |
| • Interim Performance Report to TPWD | 06-15-2022 |
| • Interim Performance Report to TPWD | 09-30-2022 |
| • Complete Construction | 10-31-2022 |
| • Final Inspection by TPWD | 10-31-2022 |
| • Final Performance Report to TPWD | 12-15-2022 |

This Amendment shall become effective upon signature of both parties. All other terms and conditions not hereby amended are to remain in full force and effect.

RECEIVING AGENCY

PERFORMING AGENCY


TEXAS PARKS AND WILDLIFE DEPARTMENT

JEFFERSON COUNTY

By: _____


Clayton Wolf
Chief Operating Officer

By: _____


Authorized Signature

Date: _____

12/17/2021

DUNS: _____

806782256

Date: _____

12/16/21

DUNS: _____

847206713

PGM: GMCOMMV2	DATE 12-28-2021	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
DAWN DONUTS	52.50	490253
ROAD & BRIDGE PCT.#1		52.50**
AT&T	69.22	490180
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271
ROAD & BRIDGE PCT.#2		168.22**
MUNRO'S	20.00	490165
BUMPER TO BUMPER	1,010.00	490215
CENTERPOINT ENERGY RESOURCES CORP	63.89	490216
NEW WAVE WELDING TECHNOLOGY	7.50	490223
SILSBEE FORD INC	792.52	490246
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271
WASHINGTON COUNTY TRACTOR, INC	3,768.00	490278
ROAD & BRIDGE PCT. # 3		5,760.91**
ADAMS BACKHOE SERVICE	435.00	490139
SPIDLE & SPIDLE	7,429.29	490141
ENTERGY	196.22	490158
MUNRO'S	33.15	490165
TIME WARNER COMMUNICATIONS	123.38	490186
PRO CHEM INC	118.00	490240
C & I OIL OF BEAUMONT LP	3,033.37	490263
ROAD & BRIDGE PCT.#4		11,368.41**
BEAUMONT TRACTOR COMPANY	872.55	490143
M&D SUPPLY	231.15	490163
MUNRO'S	91.78	490165
TRIANGLE ENGINE DIST.	333.34	490190
LD CONSTRUCTION	178.60	490224
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271
ENGINEERING FUND		1,806.42**
DLT SOLUTIONS LLC	215.60	490142
OFFICE DEPOT	172.28	490168
VERIZON WIRELESS	201.10	490198
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	490271
PARKS & RECREATION		863.98**
NOACK LOCKSMITH	42.00	490166
NORTHERN TOOL AND EQUIPMENT	141.93	490234
PRO CHEM INC	496.98	490240
US FLAG AND FLAGPOLE SUPPLY	2,544.50	490258
GENERAL FUND		3,225.41**
LORENA DIOZ	3.00	490282
TAX OFFICE		3.00*
UNITED STATES POSTAL SERVICE	1,034.16	490202
ROCHESTER ARMORED CAR CO INC	378.40	490231
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	490271
COUNTY HUMAN RESOURCES		1,808.56*
OFFICE DEPOT	236.79	490168
PINNACLE EMPLOYEE TESTING	75.00	490169
PRE CHECK, INC.	405.00	490196
UNITED STATES POSTAL SERVICE	24.84	490202
SIERRA SPRING WATER CO. - BT	15.94	490203
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	304.00	490254
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271
AUDITOR'S OFFICE		1,160.57*

PGM: GMCOMMV2	DATE 12-28-2021	AMOUNT	CHECK NO.	PAGE: 2 21 TOTAL
NAME				
OFFICE DEPOT		119.10	490168	
TAC - TEXAS ASSN. OF COUNTIES		415.00	490181	
FUNCTION 4 LLC - WELLS FARGO FINANC		211.00	490271	745.10*
COUNTY CLERK				
UNITED STATES POSTAL SERVICE		230.30	490202	
FUNCTION 4 LLC - WELLS FARGO FINANC		409.00	490271	639.30*
COUNTY JUDGE				
LAIRO DOWDEN, JR.		500.00	490151	
CATHERINE BRUNEY		500.00	490159	
OFFICE DEPOT		156.94	490168	
FRANCES BLAIR BETHEA		500.00	490227	
GREGORY LAW FIRM		500.00	490236	
WILLIAM FORD DISMAN		500.00	490245	
LAW OFFICE OF J SCOTT FREDERICK		500.00	490251	
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	490271	3,255.94*
RISK MANAGEMENT				
UNITED STATES POSTAL SERVICE		20.09	490202	
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	490271	119.09*
COUNTY TREASURER				
UNITED STATES POSTAL SERVICE		272.67	490202	272.67*
PRINTING DEPARTMENT				
CIT TECHNOLOGY FINANCING SERVICE		499.00	490222	
LINDENMEYR MUNROE		140.78	490273	639.78*
PURCHASING DEPARTMENT				
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	490271	99.00*
GENERAL SERVICES				
TIME WARNER COMMUNICATIONS		227.66	490187	
ADVANCED STAFFING		97.50	490193	
ROCHESTER ARMORED CAR CO INC		6,054.23	490231	
UNIVERSAL OPERATIONS LLC		8,077.50	490256	
CHAPMAN VENDING		190.42	490276	14,647.31*
DATA PROCESSING				
HAWKEYE INFORMATION SYSTEMS, INC.		750.00	490138	
CRYSTAL THIERRY		197.12	490219	
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	490271	1,046.12*
VOTERS REGISTRATION DEPT				
UNITED STATES POSTAL SERVICE		2.77	490202	2.77*
ELECTIONS DEPARTMENT				
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	490271	99.00*
DISTRICT ATTORNEY				
UNITED STATES POSTAL SERVICE		283.03	490202	
SCANSTAT TECHNOLOGIES		257.35	490230	
FUNCTION 4 LLC - WELLS FARGO FINANC		508.00	490271	
REBECCA BENDER INITIATIVE		1,025.07	490281	2,073.45*
DISTRICT CLERK				
OFFICE DEPOT		38.38	490168	
UNITED STATES POSTAL SERVICE		214.34	490202	
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	490271	351.72*
CRIMINAL DISTRICT COURT				

PGM: GMCOMMV2	DATE 12-28-2021		PAGE: 3
NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	490271	198.00*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	24.99	490202	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	123.99*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	21.84	490202	
ACCO BRANDS DIRECT	54.56	490244	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	175.40*
136TH DISTRICT COURT			
THOMSON REUTERS-WEST	48.54	490243	48.54*
172ND DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	99.00*
252ND DISTRICT COURT			
TODD W LEBLANC	1,800.00	490140	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	490157	
WENDELL RADFORD	900.00	490172	
MSC SYSTEMS	48.75	490192	
JARED GILTHORPE	800.00	490249	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	4,837.75*
279TH DISTRICT COURT			
ANITA F. PROVO	852.50	490171	
NATHAN REYNOLDS, JR.	660.00	490173	
GERMER PLLC	2,933.47	490194	
UNITED STATES POSTAL SERVICE	24.91	490202	
JOEL WEBB VAZQUEZ	550.00	490214	
BRITTANIE HOLMES	770.00	490241	
ALICIA K HALL PLLC	220.00	490268	6,010.88*
317TH DISTRICT COURT			
THOMAS J. BURBANK PC	1,050.00	490144	
OFFICE DEPOT	80.41	490168	
CHARLES ROJAS	150.00	490195	
BRITTANIE HOLMES	750.00	490241	
MATUSKA LAW FIRM	325.00	490247	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	2,454.41*
JUSTICE COURT-PCT 1 PL 1			
TEXAS STATE UNIVERSITY SAN MARS	760.00	490178	
UNITED STATES POSTAL SERVICE	23.67	490202	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	882.67*
JUSTICE COURT-PCT 2			
TAC - TEXAS ASSN. OF COUNTIES	60.00	490184	
THOMSON REUTERS-WEST	223.00	490243	283.00*
JUSTICE COURT-PCT 4			
TAC - TEXAS ASSN. OF COUNTIES	105.00	490183	105.00*
JUSTICE COURT-PCT 6			
TAC - TEXAS ASSN. OF COUNTIES	60.00	490182	
UNITED STATES POSTAL SERVICE	27.19	490202	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	186.19*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	99.00*
COUNTY COURT AT LAW NO.1			

PGM: GMCOMMV2	DATE 12-28-2021	AMOUNT	CHECK NO.	PAGE: 4 23 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	2.77	490202		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271		
COUNTY COURT AT LAW NO. 2				101.77*
TODD W LEBLANC	500.00	490140		
BRUCE W. COBB	500.00	490149		
OFFICE DEPOT	237.75	490168		
CHARLES ROJAS	300.00	490195		
UNITED STATES POSTAL SERVICE	15.21	490202		
LAURIE PEROZZO	250.00	490225		
TURK LAW FIRM	250.00	490242		
JARED GILTHORPE	250.00	490249		
BYNUM LAW PLLC	500.00	490267		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271		
COUNTY COURT AT LAW NO. 3				2,901.96*
TODD W LEBLANC	650.00	490140		
A. MARK FAGGARD	550.00	490152		
UNITED STATES POSTAL SERVICE	.46	490202		
LANGSTON ADAMS	1,000.00	490208		
JOEL WEBB VAZQUEZ	250.00	490214		
COURT MASTER				2,450.46*
KENT W JOHNS	500.00	490233		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271		
MEDIATION CENTER				599.00*
UNITED STATES POSTAL SERVICE	2.77	490202		
COMMUNITY SUPERVISION				2.77*
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	490271		
SHERIFF'S DEPARTMENT				396.00*
FAST SIGNS, INC.	6.00	490153		
FED EX	11.77	490154		
KIRKSEY'S SPRINT PRINTING	24.95	490162		
UNITED STATES POSTAL SERVICE	1,100.13	490202		
TEXAS ASSOC OF HOSTAGE NEGOTIATORS	40.00	490235		
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	490271		
CRIME LABORATORY				1,677.85*
FED EX	28.87	490155		
OFFICE DEPOT	61.90	490168		
THREADS	65.00	490200		
CAYMAN CHEMICAL COMPANY	109.00	490228		
AIRGAS USA, LLC	200.50	490259		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271		
JAIL - NO. 2				564.27*
CITY OF BEAUMONT - WATER DEPT.	19,562.46	490146		
POSTMASTER	394.40	490170		
TEXAS GAS SERVICE	884.50	490209		
WORLD FUEL SERVICES	1,063.12	490226		
TURBINE AIRCRAFT COMPONENTS LLC	444.42	490255		
BOEING DISTRIBUTION, INC	184.00	490265		
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	490271		
WALMART CAPITAL ONE	199.00	490279		
JUVENILE PROBATION DEPT.				23,549.90*
UNITED STATES POSTAL SERVICE	3.98	490202		
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	490271		
JUVENILE DETENTION HOME				300.98*

PGM: GMCOMMV2	DATE 12-28-2021		PAGE: 5 24 TOTAL
NAME	AMOUNT	CHECK NO.	
CITY OF BEAUMONT - WATER DEPT.	3,638.22	490146	
SANITARY SUPPLY, INC.	261.92	490176	
CHARMTX INC.	1,098.00	490211	
BEN E KEITH FOODS	391.32	490213	
CENTERPOINT ENERGY RESOURCES CORP	182.27	490216	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	5,670.73*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	17.52	490202	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	116.52*
CONSTABLE-PCT 2			
OFFICE DEPOT	93.10	490168	
GALLS LLC	714.00	490252	807.10*
CONSTABLE-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS	315.00	490179	
UNITED STATES POSTAL SERVICE	4.15	490202	319.15*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	20.38	490202	
GALLS LLC	382.48	490252	362.10*
CONSTABLE PCT. 7			
AT&T	34.61	490180	34.61*
CONSTABLE PCT. 8			
OFFICE DEPOT	9.99	490168	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	108.99*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	36.24	490202	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	490271	247.24*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE	93.00	490202	
TEXAS CONFERENCE OF URBAN COUNTIES	100.00	490207	
NUANCE COMMUNICATIONS, INC	118.50	490260	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	490271	509.50*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	1,040.00	490147	
SHI GOVERNMENT SOLUTIONS, INC.	2,572.77	490204	
TEXAS CONFERENCE OF URBAN COUNTIES	100.00	490207	
NUANCE COMMUNICATIONS, INC	118.50	490260	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	490271	4,029.27*
CHILD WELFARE UNIT			
J.C. PENNEY'S	1,757.62	490206	
ROSS DRESS FOR LESS, INC.	4,986.97	490218	6,744.59*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	99.00*
INDIGENT MEDICAL SERVICES			
OFFICE DEPOT	57.54	490168	57.54*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	490197	150.00*
MAINTENANCE-BEAUMONT			

PGM: GMCOMMV2	DATE 12-28-2021		PAGE: 6 25 TOTAL
NAME	AMOUNT	CHECK NO.	
W.W. GRAINGER, INC.	49.76	490156	
HYDRO-CLEAN SERVICES, INC.	477.50	490160	
M&D SUPPLY	489.10	490163	
RALPH'S INDUSTRIAL ELECTRONICS	194.19	490175	
SANITARY SUPPLY, INC.	1,307.55	490176	
ACE IMAGEWEAR	2,122.61	490177	
AT&T	4,641.16	490180	
OTIS ELEVATOR COMPANY	2,808.46	490212	
ZENO IMAGING	1,248.96	490261	
AT&T CORP	5,663.08	490274	
			19,002.37*
MAINTENANCE-PORT ARTHUR			
COASTAL WELDING SUPPLY	95.00	490148	
MCNEILL INSURANCE AGENCY	71.00	490164	
TIME WARNER COMMUNICATIONS	434.92	490188	
TEXAS DEPT OF LICENSING &	50.00	490189	
PARKER LUMBER	154.01	490229	
AIR SERVICES UNLIMITED	212.50	490237	
ALL TERRAIN EQUIPMENT CO	463.50	490257	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	
			1,579.93*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	29.98	490174	
ACE IMAGEWEAR	36.49	490177	
CENTERPOINT ENERGY RESOURCES CORP	103.54	490216	
			170.01*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	11.44	490202	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	
			110.44*
			114,407.06**
MOSQUITO CONTROL FUND			
OFFICE DEPOT	24.99	490168	
CENTERPOINT ENERGY RESOURCES CORP	174.92	490216	
LJA ENGINEERING INC	1,300.00	490238	
			1,449.93**
BREATH ALCOHOL TESTING			
CMI INC	79.43	490145	
CASH ADVANCE ACCOUNT	1,330.38	490161	
			1,409.81**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,241.00	490266	
			1,241.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	8,143.44	490264	
			8,143.44**
LAW LIBRARY FUND			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271	
			99.00**
EMPG GRANT			
VERIZON WIRELESS	147.93	490197	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	490271	
			422.93**
GRANT A STATE AID			
HAYS COUNTY	11,426.00	490191	
JUVENILE JUSTICE ASSOC. OF TEXAS	175.00	490205	
YOUTH ADVOCATE PROGRAMS INC	5,600.00	490221	
			17,201.00**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	2,071.60	490161	
M&D SUPPLY	1.68	490163	
OFFICE DEPOT	164.06	490168	

PGM: GMCOMMV2	DATE 12-28-2021	AMOUNT	CHECK NO.	PAGE: 7 26 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	106.17	490202		
REDWOOD TOXICOLOGY LABORATORY	652.05	490220		
JCCSC	3.00	490232		
				2,998.56**
JEFF. CO. WOMEN'S CENTER				
ENTERGY	1,156.28	490158		
AT&T	147.74	490180		
TIME WARNER COMMUNICATIONS	49.14	490185		
WASTEWATER TRANSPORT SERVICES LLC	248.00	490248		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271		
				1,700.16**
COMMUNITY CORRECTIONS PRG				
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271		
				99.00**
DRUG DIVERSION PROGRAM				
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271		
				99.00**
JAG GRANTS				
DELL MARKETING L.P.	14,677.60	490150		
				14,677.60**
SHERIFF'S TRAINING GRANT				
ENTERPRISE RENT A CAR COMPANY	716.00	490250		
				716.00**
LAW OFFICER TRAINING GRT				
PROFORCE LAW ENFORCEMENT	1,815.00	490280		
				1,815.00**
CHEEK H2O & SEWER				
JET AERATION OF TEXAS LLC	63,682.70	490275		
				63,682.70**
HOTEL OCCUPANCY TAX FUND				
ENTERGY	1,068.26	490158		
MUNRO'S	107.66	490165		
UNITED STATES POSTAL SERVICE	21.06	490202		
VICTORIA RHODES	202.16	490262		
AT&T CORP	265.16	490274		
PLUMBING SOLUTIONS, LLC	280.00	490277		
				1,944.30**
DISTRICT CLK RECORDS MGMT				
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	490271		
				198.00**
CAPITAL PROJECTS FUND				
INLAND ENVIRONMENTS INC.	19,300.00	490210		
				19,300.00**
AIRPORT FUND				
UNITED STATES POSTAL SERVICE	.92	490202		
CENTERPOINT ENERGY RESOURCES CORP	368.57	490216		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	490271		
				468.49**
SETEC FUND				
INDUSTRIAL & COMMERCIAL MECHANICAL	1,814.05	490239		
				1,814.05**
WORKER'S COMPENSATION FD				
TRISTAR RISK MANAGEMENT	7,084.29	490217		
				7,084.29**
PAYROLL FUND				
JEFFERSON CTY. - FLEXIBLE SPENDING	13,086.00	490118		
CLEAT	288.00	490119		
JEFFERSON CTY. TREASURER	13,043.98	490120		
RON STADTMUELLER - CHAPTER 13	182.31	490121		

NAME	AMOUNT	CHECK NO.	TOTAL
INTERNAL REVENUE SERVICE	208.00	490122	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,040.00	490123	
JEFFERSON CTY. COMMUNITY SUP.	8,134.79	490124	
JEFFERSON CTY. TREASURER - HEALTH	523,035.33	490125	
JEFFERSON CTY. TREASURER - GENERAL	10.00	490126	
JEFFERSON CTY. TREASURER - PAYROLL	1,898,909.35	490127	
JEFFERSON CTY. TREASURER - PAYROLL	676,450.04	490128	
MONEY LIFE INSURANCE OF AMERICA	72.54	490129	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,801.28	490130	
JEFFERSON CTY. TREASURER - TCDRS	774,409.08	490131	
JEFFERSON COUNTY TREASURER	2,970.99	490132	
JEFFERSON COUNTY - TREASURER -	7,642.27	490133	
NECHES FEDERAL CREDIT UNION	34,933.16	490134	
JEFFERSON COUNTY - NATIONWIDE	133,722.41	490135	
INVESCO INVESTMENT SERVICES, INC	1,094.99	490136	
NORTH CAROLINA DEPT OF REVENUE	162.67	490137	
			4,094,197.19**
ARRC CORONAVIRUS RECOVERY			
VERIZON WIRELESS	234.15	490197	
LORYNDA MALBRUE	92.07	490283	
			326.22**
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	6,586.25	490272	
			6,586.25**
MARINE DIVISION			
VERIZON WIRELESS	151.96	490199	
GALLS LLC	49.00	490252	
			200.96**
			4,385,527.79***

PGM: GMCOMMV2	DATE 01-04-2022		PAGE: 1 28 TOTAL
NAME	AMOUNT	CHECK NO.	
JURY FUND			
CHAPMAN VENDING	87.90	490403	
ROAD & BRIDGE PCT.#2			87.90**
ENTERGY	143.54	490304	
MUNRO'S	20.00	490316	
PHILPOTT MOTORS, INC.	330.00	490320	
SETZER HARDWARE, INC.	38.82	490325	
BUMPER TO BUMPER	267.49	490347	
CY-FAIR TIRE	36.50	490395	
ROAD & BRIDGE PCT. # 3			836.35**
RB EVERETT & COMPANY, INC.	489.11	490298	
MOTION INDUSTRIES, INC.	147.63	490314	
MUNRO'S	48.30	490316	
RITTER @ HOME	992.76	490322	
AT&T	78.16	490327	
SOUTHERN TIRE MART, LLC	391.50	490334	
WINDSTREAM	43.48	490351	
ATSCO	88.80	490355	
ROAD & BRIDGE PCT.#4			2,279.74**
A&A EQUIPMENT	506.00	490284	
SPIDLE & SPIDLE	4,883.27	490287	
CITY OF BEAUMONT - WATER DEPT.	21.56	490294	
ENTERGY	793.08	490304	
MUNRO'S	147.22	490316	
INTERSTATE ALL BATTERY CENTER - BMT	111.95	490357	
J&E WELDING INC	150.00	490368	
ON TIME TIRE	75.00	490370	
ASCO	2,085.31	490373	
SUBURBAN PROPANE L.P.	823.47	490375	
CINTAS CORPORATION	50.99	490381	
O'REILLY AUTO PARTS	57.00	490391	
WASHINGTON COUNTY TRACTOR, INC	1,050.14	490405	
PARKS & RECREATION			10,754.99**
COBURN SUPPLY COMPANY INC	19.68	490297	
ENTERGY	311.03	490304	
RALPH'S INDUSTRIAL ELECTRONICS	317.56	490323	
PARKER LUMBER	266.25	490361	
NORTHERN TOOL AND EQUIPMENT	490.99	490366	
GENERAL FUND			1,405.51**
TAX OFFICE			
OFFICE DEPOT	370.97	490318	
ACE IMAGEWEAR	38.61	490326	
UNITED STATES POSTAL SERVICE	921.14	490340	
J D POWER	1,000.00	490398	
COUNTY HUMAN RESOURCES			2,330.72*
MOORMAN & ASSOCIATES, INC.	1,530.00	490313	
AUDITOR'S OFFICE			1,530.00*
UNITED STATES POSTAL SERVICE	4.22	490340	
COUNTY CLERK			4.22*
KIRKSEY'S SPRINT PRINTING	45.60	490311	
OFFICE DEPOT	65.33	490318	
UNITED STATES POSTAL SERVICE	133.44	490340	
COUNTY JUDGE			244.37*

PGM: GMCOMMV2	DATE 01-04-2022		PAGE: 2 29
NAME	AMOUNT	CHECK NO.	TOTAL
PHILLIP DOWDEN	500.00	490289	
OFFICE DEPOT	155.15	490318	
UNITED STATES POSTAL SERVICE	4.68	490340	659.83*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	1.06	490340	1.06*
PURCHASING DEPARTMENT			
KIRKSEY'S SPRINT PRINTING	24.95	490311	
OFFICE DEPOT	262.22	490318	
UNITED STATES POSTAL SERVICE	2.29	490340	289.46*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	85.00	490309	
TEXAS WORKFORCE COMMISSION	57,619.17	490332	
ADVANCED STAFFING	97.50	490335	
CROWN CASTLE INTERNATIONAL	1,688.17	490345	
RR DONNELLEY	1,153.10	490379	
FIBERLIGHT LLC	1,998.75	490399	
BOSWORTH PAPERS	2,077.20	490401	64,718.89*
DATA PROCESSING			
WORKS RIGHT SOFTWARE, INC.	3,348.00	490285	
FED EX	39.76	490300	
OFFICE DEPOT	53.20	490318	
CDW COMPUTER CENTERS, INC.	603.91	490336	4,044.87*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	6.45	490340	
100 PLUS BLACK WOMEN COALITION OF	110.00	490372	
ACTION PRINTING AND COPY CENTER	935.94	490404	1,052.39*
ELECTIONS DEPARTMENT			
KIRKSEY'S SPRINT PRINTING	47.84	490311	
AT&T MOBILITY	1,069.69	490378	1,117.53*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	63.92	490340	63.92*
CRIMINAL DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,831.25	490290	
EDWARD B. GRIPON, M.D., P.A.	595.00	490302	
TEXAS COURT REPORTERS ASSOCIATION	330.00	490331	3,756.25*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.56	490340	1.56*
60TH DISTRICT COURT			
TONYA JACKSON	465.00	490349	465.00*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	5.99	490340	5.99*
252ND DISTRICT COURT			
JACK LAWRENCE	405.00	490288	
THOMAS J. BURBANK PC	800.00	490292	
UNITED STATES POSTAL SERVICE	15.12	490340	
JASON ROBERT NICKS	800.00	490359	
ANITA U SEPEDA	150.00	490362	2,170.12*
279TH DISTRICT COURT			

PGM: GMCOMMV2	DATE 01-04-2022		PAGE: 3 30
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	20.14	490340	20.14*
JUSTICE COURT-PCT 1 PL 1			
OFFICE DEPOT	82.36	490318	
UNITED STATES POSTAL SERVICE	3.30	490340	85.66*
JUSTICE COURT-PCT 6			
OFFICE DEPOT	18.99	490318	
UNITED STATES POSTAL SERVICE	8.98	490340	27.97*
JUSTICE COURT-PCT 7			
AT&T	34.61	490327	34.61*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.69	490340	3.69*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	12.45	490340	12.45*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	3.69	490340	3.69*
COURT MASTER			
OFFICE DEPOT	382.02	490318	
BUDDIE J HAHN	626.98	490396	1,009.00*
MEDIATION CENTER			
BEAUMONT TROPHIES	1,959.25	490291	
OFFICE DEPOT	692.19	490318	2,651.44*
SHERIFF'S DEPARTMENT			
SAM'S WESTERN WEAR, INC.	104.32	490324	
VERIZON WIRELESS	3,457.09	490337	
UNITED STATES POSTAL SERVICE	218.25	490340	
GALLS LLC	320.60	490377	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	203.00	490380	
THE MONOGRAM SHOP	54.00	490385	4,357.26*
JAIL - NO. 2			
WORLD FUEL SERVICES	1,490.05	490358	1,490.05*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	67.92	490340	
LYNN BIERHALTER	67.20	490350	68.12*
JUVENILE DETENTION HOME			
HYDRO-CLEAN SERVICES, INC.	615.00	490306	
BEN E KEITH FOODS	348.90	490346	
A1 FILTER SERVICE COMPANY	183.79	490367	
BIG THICKET PLUMBING INC	991.50	490390	2,139.19*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	12.66	490340	12.66*
CONSTABLE-PCT 2			
OFFICE DEPOT	21.99	490318	21.99*
CONSTABLE-PCT 4			

PGM: GMCOMMV2	DATE 01-04-2022	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
GRINNELL COMPUTERS	62.50	490382
CONSTABLE-PCT 6		62.50*
UNITED STATES POSTAL SERVICE	.46	490340
WATCH GUARD VIDEO	380.00	490354
AGRICULTURE EXTENSION SVC		380.46*
OFFICE DEPOT	118.36	490318
CORENA N FITZGERALD	77.06	490394
HEALTH AND WELFARE NO. 1		195.42*
UNITED STATES POSTAL SERVICE	17.06	490340
VECTOR SECURITY	130.00	490386
HEALTH AND WELFARE NO. 2		147.06*
CLAYBAR FUNERAL HOME, INC.	2,540.00	490296
GRAMMIER-OBERLE FUNERAL HOME	1,500.00	490301
HANNAH FUNERAL HOME, INC.	1,750.00	490305
AT&T	34.61	490327
PROCTOR'S MORTUARY INC	1,500.00	490360
NURSE PRACTITIONER		7,324.61*
CLEAN HARBORS ENVIRONMENTAL SERVICE	78.16	490343
ENVIRONMENTAL CONTROL		78.16*
TEXAS ONSITE WASTEWATER ASSOC	528.00	490406
INDIGENT MEDICAL SERVICES		528.00*
TDS OPERATING INC	125.28	490389
CORLISS R RANDLE	2,400.00	490393
MAINTENANCE-BEAUMONT		2,525.28*
CITY OF BEAUMONT - WATER DEPT.	1,088.97	490294
ENTERGY	34,482.42	490304
OFFICE DEPOT	152.85	490318
ACE IMAGEWEAR	203.70	490326
AT&T	243.02	490327
CDW COMPUTER CENTERS, INC.	36.85	490336
A1 FILTER SERVICE COMPANY	732.70	490367
EMERGENCY POWER SERVICE	1,450.00	490369
CINTAS CORPORATION	99.87	490381
REXEL USA INC	8.16	490388
MAINTENANCE-PORT ARTHUR		38,498.54*
CITY OF PORT ARTHUR - WATER DEPT.	651.53	490295
AT&T	1,467.62	490327
TIME WARNER COMMUNICATIONS	101.76	490329
SOLAR	83.64	490341
MAINTENANCE-MID COUNTY		2,304.55*
ENTERGY	398.98	490304
ACE IMAGEWEAR	72.98	490326
SERVICE CENTER		471.96*
SPIDLE & SPIDLE	9,659.41	490287
CHUCK'S WRECKER SERVICE	135.00	490293
J.K. CHEVROLET CO.	218.03	490308
THE MUFFLER SHOP	977.00	490315
PHILPOTT MOTORS, INC.	224.21	490320
HERRERA'S EMERGENCY LIGHTING	270.00	490344
BUMPER TO BUMPER	1,613.91	490347
MIGHTY OF SOUTHEAST TEXAS	542.43	490365

PGM: GMCOMMV2	DATE 01-04-2022	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
MIDNIGHT AUTO	559.95	490384
BOLTON DODGE CHRYSLER JEEP RAM FIAT	1,883.32	490402
VETERANS SERVICE		16,083.26*
UNITED STATES POSTAL SERVICE	2.16	490340
		2.16*
MOSQUITO CONTROL FUND		162,996.06**
TEXAS WORKFORCE COMMISSION	4,213.00	490332
BREATH ALCOHOL TESTING		4,213.00**
IACT	100.00	490307
LAW LIBRARY FUND		100.00**
THOMSON REUTERS-WEST	349.01	490374
JUVENILE PROB & DET. FUND		349.01**
REGION V EDUCATION SERVICE CENTER	116.94	490321
COMMUNITY SUPERVISION FND		116.94**
TIME WARNER COMMUNICATIONS	147.93	490330
UNITED STATES POSTAL SERVICE	61.91	490340
CLEAN HARBORS ENVIRONMENTAL SERVICE	78.16	490343
JCCSC	180.00	490363
		468.00**
JEFF. CO. WOMEN'S CENTER		
CITY OF BEAUMONT - WATER DEPT.	1,289.64	490294
TOWER COMMUNICATIONS, INC.	60.00	490338
CLEAN HARBORS ENVIRONMENTAL SERVICE	78.16	490343
		1,427.80**
LAW OFFICER TRAINING GRT		
TRAVIS BROTHERS SUPPLY, INC.	13.09	490333
		13.09**
COUNTY CLERK - RECORD MGT		
FILEX SYSTEMS, INC.	257.50	490364
		257.50**
COUNTY RECORDS MANAGEMENT		
TEXAS ORAL HISTORY ASSOCIATION	30.00	490286
PORT ARTHUR HISTORICAL SOCIETY	50.00	490352
		80.00**
HOTEL OCCUPANCY TAX FUND		
MUNRO'S	291.36	490316
TIME WARNER COMMUNICATIONS	120.58	490328
TEXAS WORKFORCE COMMISSION	57.60	490332
UNITED STATES POSTAL SERVICE	.53	490340
		227.85**
AIRPORT FUND		
SPIDLE & SPIDLE	1,425.86	490287
FED EX	48.82	490299
JOHNSON CONTROLS, INC.	988.55	490310
MID-COUNTY ALTERNATOR	125.00	490312
MUNRO'S	81.65	490316
RALPH'S INDUSTRIAL ELECTRONICS	91.45	490323
UNITED STATES POSTAL SERVICE	.53	490340
LOWE'S HOME CENTERS, INC.	398.29	490342
PAX SUPPLY	190.66	490353
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	191.28	490356
ACTION OVERHEAD DOOR LLC	1,698.00	490371
SOUTHEAST TEXAS PARTS AND EQUIPMENT	97.42	490376
VALLEN DISTRIBUTION INC	1,025.00	490383
TITAN AVIATION FUELS	39,301.72	490392
		45,664.23**
SE TX EMP. BENEFIT POOL		

PGM: GMCOMMV2	DATE	PAGE: 6
NAME	01-04-2022	33
	AMOUNT	CHECK NO. TOTAL
HOLMES MURPHY	13,750.00	490348
EXPRESS SCRIPTS INC	151,365.23	490387
BAY BRIDGE ADMINISTRATORS LLC	171,410.41	490400
		336,525.64**
ARRC CORONAVIRUS RECOVERY		
OVERHEAD DOOR CO.	931.98	490319
GOPHER INDUSTRIAL INC	3,549.25	490397
		4,481.23**
J C ASSISTANCE DISTRICT 4		
ENTERGY	8.22	490304
		8.22**
MARINE DIVISION		
GALLS LLC	434.00	490377
		434.00**
SHERIFF-SPINDLETOP GRANT		
GALLS LLC	62.70	490377
		62.70**
		572,334.06***

**AGENDA ITEM****January 4, 2022**

Consider, possibly approve, authorize the County Judge to execute, receive and file Demolition Waiver from Jefferson County to the City of Port Arthur for an unsafe building located at 815 W. 15th Street, Port Arthur, Texas.

THURMAN "BILL" BARTIE, MAYOR
DONALD FRANK SR., MAYOR PRO TEM

COUNCIL MEMBERS:
INGRID HOLMES
CAL JONES
THOMAS J. KINLAW, III
KENNETH MARKS
CHARLOTTE MOSES



RONALD BURTON
CITY MANAGER

SHERRI BELLARD
CITY SECRETARY

VAL TIZENO
CITY ATTORNEY

Certified: 7020 3160 0000 7936 8655
Copy Sent via regular mail

December 9, 2021

Jefferson County et al.
1149 Pearl Street
Beaumont, Texas 77701

RE: 815 W. 17TH STREET (RESIDENCE/ATTACHED GARAGE) LOT 10 BLOCK 11 CITY OF PORT ARTHUR HEIGHTS ADDITION

Dear Jefferson County et al.,

Enclosed is a Demolition Waiver. Please sign it in the presence of a Notary Public, and return it with a copy of your Deed and drivers license. **(For each waiver).**

If you have any questions, please do not hesitate to call me at (409) 983-8209.

Sincerely,

Ronnie Mickens
Demolition Inspector

DEMOLITION WAIVER

City of Port Arthur
Community Development Department—Demolition Division
300 E. 4th Street, Suite 700—P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County et al am the owner of a Residence/Attached Garage
(Owner's Name) (Description of Building(s))


at 815 W. 17th Street, legally described as Lot 10 Block 11 Port Arthur Heights Addition
(Street Address) (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building(s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s): [Signature]

Mailing Address: 1149 PEARL, 4th FLOOR, BEAUMONT, TX 77701

Telephone Number(s): 409-835-8466

SUBSCRIBED AND SWORN BEFORE ME THIS 4th DAY OF January, 20 22


NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES: _____

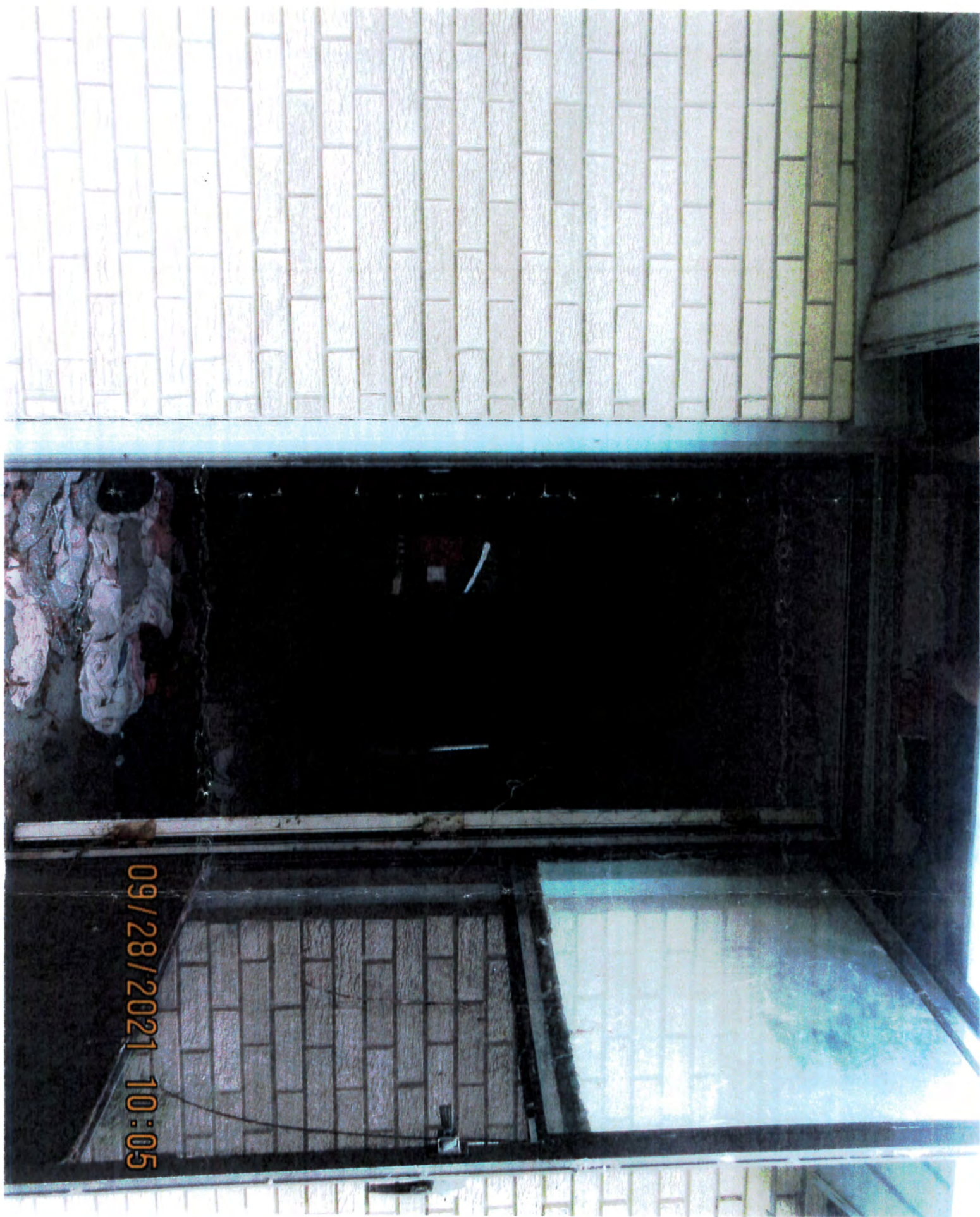
APPROVED BY CITY STAFF: _____



09/28/2021 10:00



09/28/2021 10:05





Appraisal & Collection Technologies - JEFFERSON COUNTY

Window

Oracle

Print Acc... Next Acca... Prev Owner Next Owner Act History Act Summary Notes Documents Go To: 12/14/2021 15:47:00 ACTIC

CELLS ACTIC006 v1.299

STATUS DETAIL Expand Fees Summary

Account Information Account No. 053460-000010300-00000 Real Code REAL PROPER Certified Owner JENKINS RAY ALLEN ET AL Parcel Address 815 17TH W ST Amount Due 12/14/2021 Owner No. 0 AG INCLUDED Remove Fees Countywide Model Select

Tax Units List of Tax Units 9 35 43 51 55 Tax Unit Description Tax Unit Year Rec. Type Tax Unit, Yr. Rec. Type

Amount Due/Paid Information Year Appr. Value H O V D Base Levy Paid Levy White-Off Remaining Levy Fees Refund Amount Due

Year	Appr. Value	H	O	V	D	Base Levy	Paid Levy	White-Off	Remaining Levy	Fees	Refund	Amount Due
2020	\$40,148									\$0.00	\$0.00	\$1,399.80
2019	\$21,050									\$0.00	\$0.00	\$1,963.97
2018	\$21,050									\$0.00	\$0.00	\$1,105.35
2017	\$21,050									\$0.00	\$0.00	\$1,183.46
2016	\$21,050									\$0.00	\$0.00	\$1,244.60
2015	\$21,050									\$0.00	\$0.00	\$1,265.33
2014	\$21,050									\$0.00	\$0.00	\$1,361.54
2013	\$21,400									\$0.00	\$0.00	\$1,470.22
										\$0.00	\$0.00	\$1,517.20
										\$0.00	\$0.00	\$17,742.71

Last Payment Date Last Payer

Warning: The following condition(s) exist: Struck Off Exists

OK

Page 1 of 1 0 words 12/14/2021 2:03 PM 100%

This property did not sell at the 10/05/21 Sheriff Sale and has been struck off in favor of Jefferson County.

**AGENDA ITEM****January 4, 2022**

Receive and file Intergovernmental Contract Between Jefferson County and the City of Nederland regarding services at the Jefferson County Jail.

INTERGOVERNMENTAL CONTRACT BETWEEN
JEFFERSON COUNTY, TEXAS AND THE
CITY OF NEDERLAND

THE STATE OF TEXAS
COUNTY OF JEFFERSON

§
 §
 §

KNOW ALL MEN BY THESE
PRESENTS:

THIS CONTRACT is executed this 30th 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 NEDERLAND, 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 Nederland, 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 Nederland'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 Nederland, Texas.

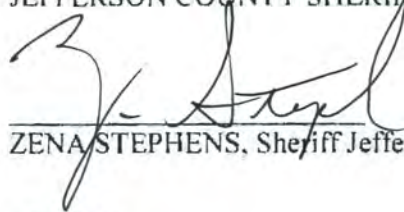
By the execution of this Contract, neither County or City waive defenses of governmental immunity to tort liability for claims by third parties available to each of them under the laws of the State of Texas or the United States and, insofar as City is concerned, the Charter of the City of Nederland,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

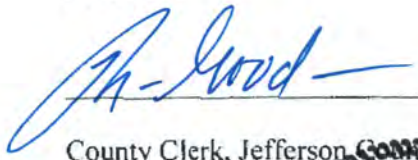
EXECUTED the day and year above written.

JEFFERSON COUNTY SHERIFF'S OFFICE



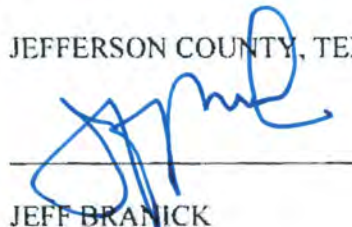
ZENA STEPHENS, Sheriff Jefferson County, Texas

ATTEST:



County Clerk, Jefferson County, Texas

JEFFERSON COUNTY, TEXAS



JEFF BRANICK
County Judge



**AGENDA ITEM****January 4, 2022**

Consider, possibly approve, authorize the County Judge to execute, receive and file Intergovernmental Contract Between Jefferson County and the City of Port Arthur regarding services at the Jefferson County Jail.

THURMAN BILL BARTIE, MAYOR
DONALD RAY FRANK, SR., MAYOR PRO TEM

COUNCIL MEMBERS:

INGRID HOLMES
CAL J. JONES
THOMAS J. KINLAW, III
KENNETH MARKS
CHARLOTTE MOSES



RONALD BURTON
CITY MANAGER

VAL TIZENO
CITY ATTORNEY

SHERRI BELLARD
CITY SECRETARY

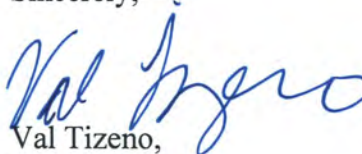
December 13, 2021

Dear Mr. Jackson:

Pursuant to Resolution No. 21-504 that was approved at the November 30, 2021 City Council Meeting, enclosed are two (2) original Intergovernmental Contracts between the City and Jefferson County that requires signatures from County officials.

Please return one (1) original to the City after executing. Thank you.

Sincerely,


Val Tizeno,
City Attorney

Enclosures

P. R. No. 22108
11/18/21 ht

RESOLUTION NO. 508

**A RESOLUTION AS IT PERTAINS TO THE HOUSING OF
PRISONERS AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AN INTERGOVERNMENTAL CONTRACT
BETWEEN THE CITY OF PORT ARTHUR AND JEFFERSON
COUNTY, TEXAS**

WHEREAS, pursuant to Resolution No. 08-055, the City of Port Arthur entered into an Intergovernmental Contract with Jefferson County, Texas as it pertained to the housing of prisoners; and

WHEREAS, pursuant to Resolution No. 09-213, both parties deemed it appropriate to continue the contractual relationship between the City and Jefferson County and extended the Intergovernmental Contract; and

WHEREAS, on September 28, 2021, the City received correspondence from Jefferson County pertaining to the Notice of Termination of said contract effective November 1, 2021; and

WHEREAS, both parties have been in ongoing discussions and negotiations a of new intergovernmental contract that will be beneficial to the citizen and taxpayers of the City and Jefferson County; and

WHEREAS, it is deemed in the best interest of the City to enter into an agreement with Jefferson County as it pertains to the housing of prisoners, in substantially the same form, attached hereto as Exhibit "A", and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF PORT ARTHUR, TEXAS:**

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That the City Manager and City Attorney are herein authorized to execute any and all documents and agreement in order to settle all pending claims and litigation between

the City of Port Arthur and Jefferson County, Texas.

Section 3. That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 30th day of November, A.D.,

2021, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES: Mayor Bartie; Mayor Pro Tem Frank
Councilmembers Adams, Jones, Kinlaw, Moser
and Marks

NOES: None


Thurman Bill Bartie,
Mayor


ATTEST:


Sherri Bellard,
City Secretary

APPROVED AS TO FORM:


Valecia Tizeno
City Attorney

APPROVED FOR ADMINISTRATION:


Ronald Burton
City Manager

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

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE
COUNTY OF JEFFERSON	§	PRESENTS:

THIS CONTRACT is executed this _____ day of _____, 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 ARTHUR, 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 Arthur, 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 Arthur'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. In settlement of any and all claims for past services, the City shall pay the sum of \$540,000.00 to the County on or before December 31, 2024, with such payment to be utilized by the County solely for the construction or operation of a substance abuse and mental health

treatment center. The provisions of this Paragraph shall survive any termination of this Agreement and may be enforced by an action for specific performance in the District Court of Jefferson County, Texas. Upon execution of this Agreement, County shall fully release such prior claims.

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

8. 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 Arthur, 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 Arthur, Texas.

9. 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.

10. 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

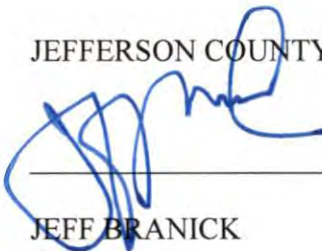

 ZENA STEPHENS, Sheriff Jefferson County, Texas

ATTEST:



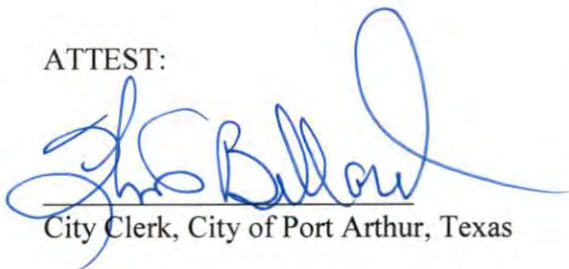
County Clerk, Jefferson County, Texas

JEFFERSON COUNTY, TEXAS



JEFF BRANICK
County Judge

ATTEST:



City Clerk, City of Port Arthur, Texas

CITY OF PORT ARTHUR



RONALD BURTON
City Manager

**AGENDA ITEM****January 4, 2022**

Consider, possibly approve and authorize the County Judge to execute and Amended Tax Abatement Agreement between Jefferson County and Emerald Biofuels to extend start of construction until July 1, 2022.



STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

AMENDED ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and Emerald Biofuels (hereinafter sometimes referred to as “Emerald” or “OWNER”).

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Emerald Biofuels Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated April 14, 2020 (hereinafter referred to as the “REINVESTMENT ZONE,” the Commissioners Court previously granted and abatement agreement for this project on August 4, 2020; and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit “A” attached hereto and which will involve construction of a new Renewable Diesel Refinery and related improvements (hereinafter referred to collectively as the “PROJECT”) but because of exigencies caused by the COVID-19 pandemic, construction has been delayed; and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT and Emerald Biofuels is requesting that the abatement period not start under the attached schedule until 2024; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit “C.” It is understood and agreed that the REINVESTMENT

ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

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

2. AUTHORIZATION

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

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2024 and shall terminate on December 31, 2029, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by July 1, 2022, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

All terms and conditions expressed in the agreement previously executed on August 4, 2020 shall remain in effect as if copied herein fully except that the new schedule for years of abatement attached shall be applicable.

16. SUCCESSORS AND ASSIGNS

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

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt

requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: Howard Jensen
P.O. Box
Lake Wynoka, OH 45171

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

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

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

17. MERGER

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

Executed in duplicate this the ____ day of _____, 20 ____.

FOR THE COUNTY:

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

FOR OWNER:

Howard Jensen, Owner

EXHIBIT A “Description of Project”

The proposed project is a facility to CONSTRUCT :

Any additional description you desire:

Significant components of the facility would include:

Assuming all necessary approvals are obtained, Emerald will construct a 6,500 bbls per day renewable diesel refinery.

The proposed improvements would include the feedstock preprocessing unit, a hydrotreating unit, and isomerization unit along with all process infrastructure and auxiliary equipment including, but not limited to storage tanks, compressors, motors, drums, vessels, heat exchangers, pumps, filters, reactors, blowers and fans, dryers, dust collection units, mixers, feeders, extruder, rotary valves, scales, trolleys and hoists, utility service lines, electrical switchgear, transformers, substations, instrumentation equipment, equipment and structural foundations including supports, control equipment , rail lines, and warehouses.

“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1	2024	90%
2	2025	90%
3	2026	90%
4	2027	90%
5	2028	90%
6	2029	90%



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 4th day of January, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Everette "Bo" Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

A RESOLUTION OF JEFFERSON COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF MULTIPLE HAZARD MITIGATION ASSISTANCE GRANT APPLICATIONS FOR HMA PROGRAMS, APPOINTING THE JUDGE AS THE CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS IN CONNECTION WITH THE FEMA MITIGATION GRANTS.

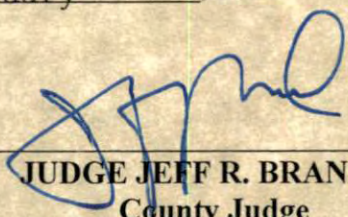
WHEREAS, The County is considering the submission of FEMA Hazard Mitigation Assistance grant applications for funds for elevation of flooded homes and possibly other mitigation projects; and

WHEREAS, FEMA Mitigation Fund applicants are required to appoint an official to act as the Authorized Representative in all matters in connection with the Mitigation Grants.

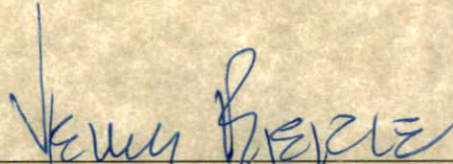
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY:

- Section 1. That the County is authorizing the submission of multiple applications for FEMA's Hazard Mitigation Assistance Grant Program; and
- Section 2. That the Judge be appointed the Chief Executive Officer and Authorized Representative to act on behalf of the County in all matters in connection with the FEMA Mitigation Grants.

SIGNED this 4th day of January, 2022.

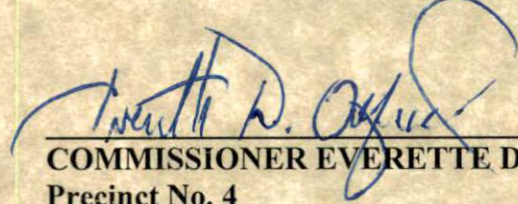

JUDGE JEFF R. BRANICK
 County Judge




COMMISSIONER VERNON PIERCE
 Precinct No. 1

Absent
COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

Present But Unable To Sign
COMMISSIONER DARRELL W. BUSH
 Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 4th day of January, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Everette "Bo" Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

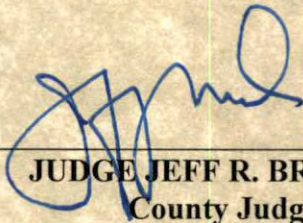
A RESOLUTION OF JEFFERSON COUNTY, TEXAS, COMMITTING JEFFERSON COUNTY TO PROVIDE LOCAL MATCHING FUNDS SECURED FROM INDIVIDUAL HOMEOWNERS TO SECURE AND COMPLETE THE FEMA HAZARD MITIGATION GRANT PROJECTS.

WHEREAS, the County has applied for FEMA Hazard Mitigation Assistance funds to provide the County with funding to complete the proposed home elevation projects.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY:

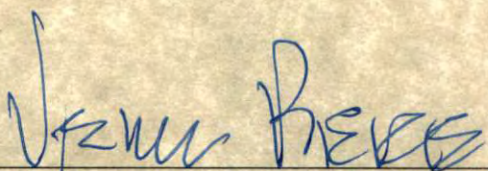
1. The County commits the participating homeowners to providing the 25% or more local share for the FEMA Hazard Mitigation Grant projects.
2. Matching funds will be provided from participating homeowners.

SIGNED this 4th day of January, 2022.



JUDGE JEFF R. BRANICK
County Judge





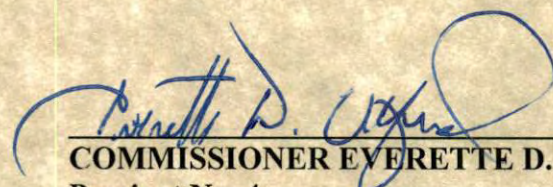
COMMISSIONER VERNON PIERCE
Precinct No. 1

Absent

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

Present But Unable To Sign

COMMISSIONER DARRELL W. BUSH
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

CERTIFICATE OF PARTICIPATION

The Texas A&M AgriLife Extension Service

Awards This Certificate To

Darrell W. Bush

For Successfully Completing 5.5 Hours of Educational Training

During the

District 5 County Judges and Commissioners Conference

December 1, 2021
Nacogdoches, TX

TEXAS A&M
AGRI LIFE
EXTENSION



PRAIRIE VIEW
A&M UNIVERSITY
COLLEGE OF AGRICULTURE
AND HUMAN SCIENCES

Cooperative Extension Program

Dr. Jeff Hyde, Director

Shelia Harris, District Extension Administrator



The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

December 21, 2021

Required Attachments for

Recorded Texas Historic Landmark (RTHL) and Easement Review Request Form for

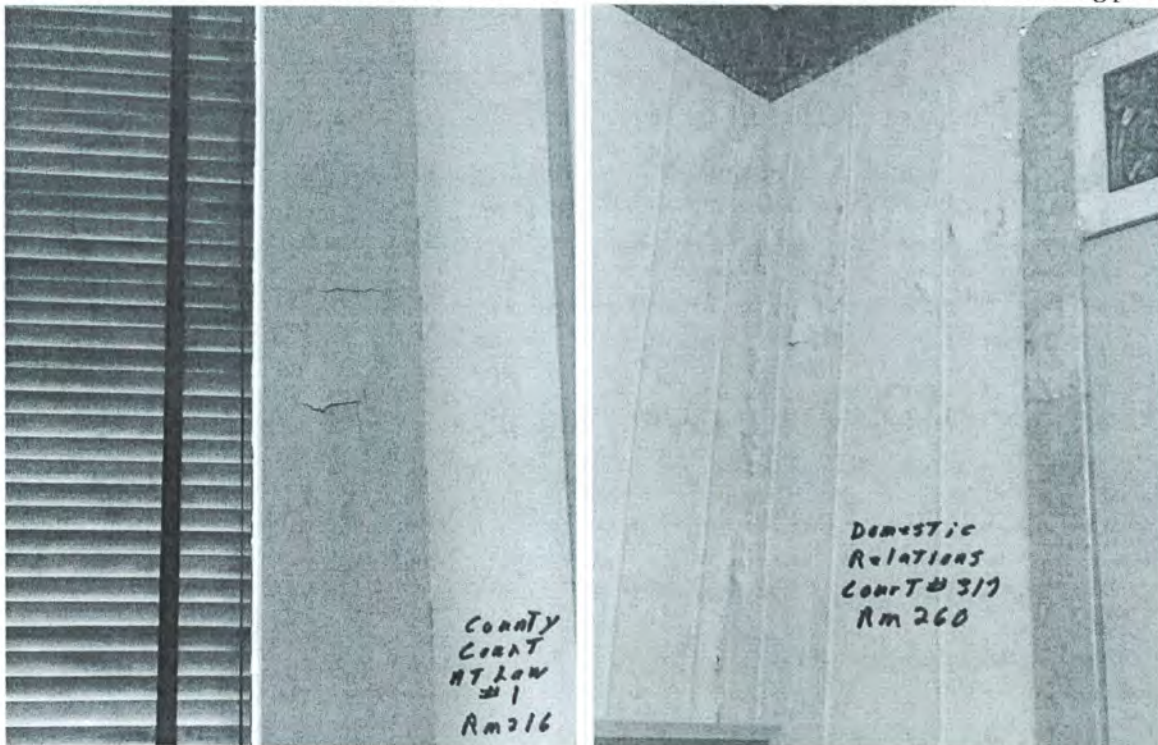
The Jefferson County Courthouse

1149 Pearl Street, Beaumont, Texas

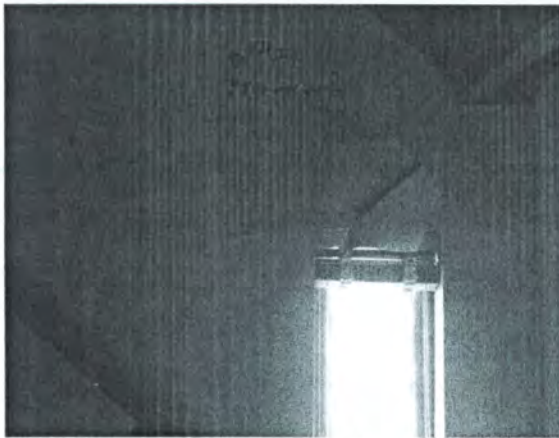
Project Description:

Jefferson County Commissioner's Court seeks permission to conduct the following renovation and restoration activities as part of their ongoing maintenance program for the Jefferson County Courthouse. The following are descriptions of the work currently under consideration:

1. Interior Plaster Repairs to exterior walls in several locations throughout the Courthouse. The work will include removal of areas of loose and spoiled plaster down to the masonry substrate, application of a primary water and air barrier to the interior face of the masonry substrate and reapplication of the plaster finish. We have been successful with this method in other areas of the Courthouse including the Commissioner's Courtroom which has performed well for over 6 years. Please see the attached building plans indicating all the areas under consideration. Pictures below show some of the worst areas and are referenced on the attached building plans.



P1 – County Court of Law Rm. 216, south and east wall P2 – Dom. Relations Court #317, Rm 260 north wall

P3 – 5th Floor Stairwell, north wallP4 – 6th Floor Stairwell, north wallP5 – 7th Floor Stairwell, north wall

P6 - Dom. Relations Court #317, Rm 260 north wall

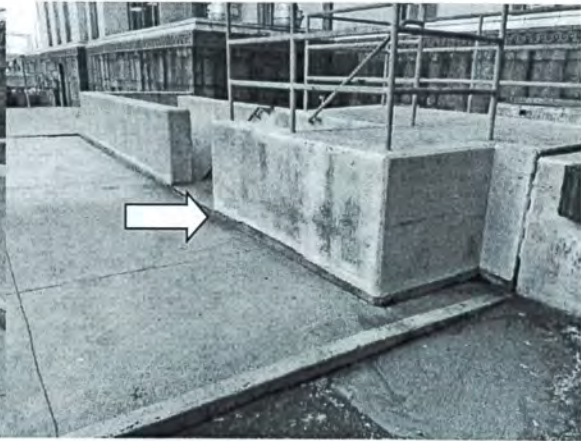
2. Exterior Wall Waterproofing of north stair tower for Floors 6 – 12:
 - a. Clean exterior of north stair tower with warm water low pressure wash.
 - b. Tuck point failed masonry joints.
 - c. Patch terra cotta as required.
 - d. Remove old sealant and install new sealant on all windows.

Unable to photograph exact conditions due to height above ground.

3. Sidewalk settlement repairs to sidewalks on the east side of the courthouse between the staff parking lot and the Courthouse. There are several areas where sidewalks have settled near the exterior walls of the courthouse and water now drains toward the exterior walls not away from them. Water ponding next to the exterior walls is causing deterioration of the exterior masonry and further causes deterioration of the underlying soil supporting the sidewalks. The plan is to remove the sidewalks and reinstall them at the original elevations identified in the pictures below so that they drain water away from the Courthouse and into the adjacent parking lot.

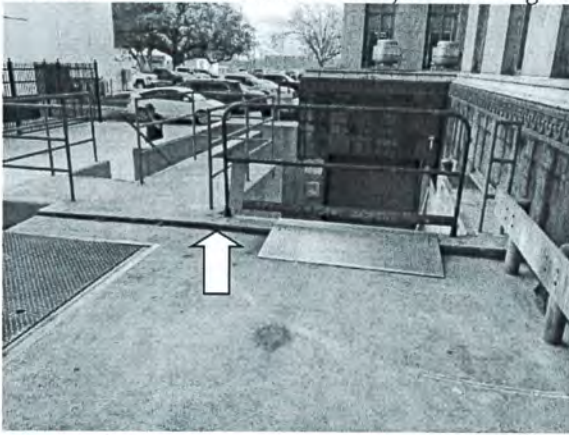


P7 – Sidewalks north side of Courthouse

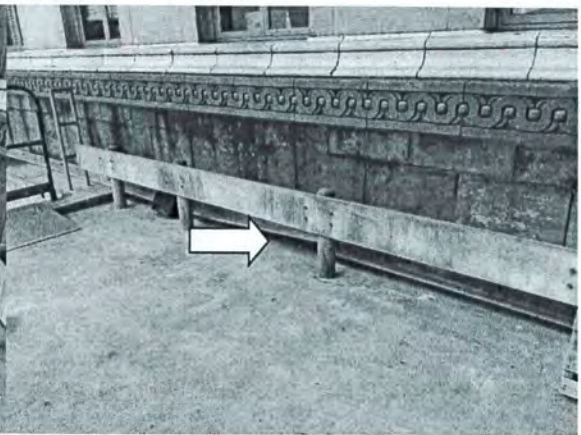


P8 – Sidewalks north side of Courthouse

4. Loading Dock settlement repairs to sidewalks on the east side of the courthouse between the raised loading dock and the Courthouse. There are several areas where the loading dock platform has settled near the exterior walls of the courthouse and the freight delivery well. Water now drains toward the exterior walls and freight well not away from them. Water ponding next to the exterior walls is causing deterioration of the exterior masonry and further causes deterioration of the underlying soil supporting the loading dock. The plan is to remove areas of the loading dock and reinstall them at the original elevations identified in the pictures below so that they drain water away from the Courthouse and into the adjacent loading dock area.



P9 – Loading dock, north side of Courthouse

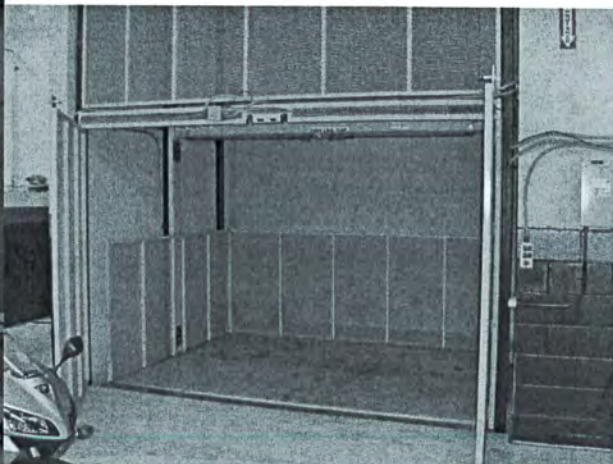


P10 – Loading dock, north side of Courthouse

5. The existing loading dock elevator is failing and does not meet safety protection standards. Due to its age and employee safety concerns that the current elevator does not have safety railings and other safety components standard on today's freight elevators, the elevator will be replaced with a new elevator similar to the photo as shown below.



P11 – Existing Freight Elevator well



P12 – Similar freight elevator to the one being installed.

End of Attachments

TEXAS HISTORICAL COMMISSION
REAL PLACES TELLING REAL STORIES

Recorded Texas Historic Landmark (RTHL) and Easement Review Request Form

Please Choose: ☒ RTHL Review ☐ Easement Review

GENERAL PROJECT INFORMATION

Please complete the following.

1. Property Name and Location			
NAME OF HISTORIC PROPERTY Jefferson County Courthouse			
ADDRESS 1149 Pearl St.	CITY Beaumont	COUNTY Jefferson	ZIP CODE 77701
2. Project Name			
NAME OR BRIEF DESCRIPTION OF PROJECT WORK Interior Plaster Repairs, Sidewalk and Loading Dock Restoration, Replacement of existing freight elevator			
3. Applicant (owner)			
OWNER Jefferson County Commissioner's Court			
ADDRESS 1149 Pearl St.	CITY Beaumont	STATE Texas	ZIP CODE 77701
PHONE (409) 835-8511	EMAIL gkeller@co.jefferson.tx.us		
4. Architect or Other Project Professional			
NAME/FIRM The LaBiche Architectural Group, Inc.		REPRESENTATIVE Dohn H. LaBiche, FAIA	
ADDRESS 7999 Gladys Ave., #101	CITY Beaumont	STATE Texas	ZIP CODE 77706
PHONE 409.860.0197	EMAIL dlabiche@labiche.com		
5. Construction Period			
PROPOSED PROJECT START DATE February, 2022			
6. Involvement in Other Programs PLEASE NOTE THAT ALL OTHER PROGRAMS REQUIRE SEPARATE SUBMISSIONS.			
ARE FEDERAL FUNDING, PROPERTY, OR PERMITS INVOLVED IN THE PROJECT? YES			
IF YES, WHAT FEDERAL AGENCY?			
ARE YOU PLANNING TO APPLY FOR STATE AND/OR FEDERAL TAX CREDITS? No			
IF YES, HAVE YOU ALREADY SUBMITTED YOUR APPLICATION?			

REQUIRED ATTACHMENTS

For all projects, please attach the following:

- Written description of the proposed project;
- Project documentation (plans, specifications, etc.); and
- Photographs of the property showing areas of proposed work.

SUBMISSION

Please submit the completed application and required attachments to:

Texas Historical Commission
Division of Architecture
108 W. 16th St., 2nd Floor
Austin, TX 78701

OFFICE USE ONLY
Date Received: <input type="text"/>
Due Date (30 days): <input type="text"/>
Date Responded: <input type="text"/>
RTHL Marker Number: <input type="text"/>
Tax Credit Project Number: <input type="text"/>

Texas Historical Commission
Division of Architecture
P.O. Box 12276
Austin, TX 78711-2276
512-463-6094
Fax 512-463-6095
architecture@thc.texas.gov

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thc.texas.gov

Contract
for
JEFFERSON COUNTY

Employee Assistance Program

Provided by



**Interface
Behavioral
Health**

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

I. Services

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

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

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

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

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

II. Procedures

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

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

III. Publicity of Services

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

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

IV. Reporting

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

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

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

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

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

V. Consultation

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

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

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

VI. Hold Harmless Clause

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

VII. Available In-Service Hours

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

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

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

Covering Health Fairs: 2 days available per plan year

VIII. Program Cost

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

\$1.35 per employee per month for all employees

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

IX. Term of Contract

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

X. Termination of Contract

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

AGREED TO AND EXECUTED THIS 23rd DAY OF November 2021.

JEFFERSON COUNTY

By: 

Title: County Judge

Print name: JEFF R. BRANICK

INTERFACE BEHAVIORAL HEALTH

By: 

Title: VP of Operations/Privacy Officer

Print name: Wanna Thompson

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



IN-SERVICE FEE SCHEDULE

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

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

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

Special, January 04, 2022

There being no further business to come before the Court at this time,
same is now here adjourned on this date, January 04, 2022