

**SPECIAL, 1/25/2022 10:30:00 AM**

BE IT REMEMBERED that on January 25, 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

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 25, 2022*

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



**NOTICE OF MEETING AND AGENDA  
 OF COMMISSIONERS' COURT  
 OF JEFFERSON COUNTY, TEXAS  
 January 25, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **25th** 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:

9:00 a.m.-WORKSHOP- To receive information from the Chief of the Civil Division regarding the need to consider adopting a County Policy for release of easements.

9:30 a.m.- WORKSHOP- To receive and consider information from McGriff, Seibels and Williams regarding the 2022 Property Insurance renewal.

10:15 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.071 to consult with our attorney regarding pending or anticipated litigation.

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

The following options are available:

View live with audio from the County Webpage: [https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm)

Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: # The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows.

***Notice of Meeting and Agenda and Minutes***  
***January 25, 2022***

You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass.

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

**INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four**

**PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One**

## **PURCHASING:**

1. Consider and approve, execute, receive and file an Agreement (Agreement 22-008/DC) with SteepMeadow for Microsoft 365 Deployment & Migration Services Program for Jefferson County in the annual amount of \$18,000.00. This is in accordance with the NCPA Contract 01-97.

**Clerk's Notes: Approval is contingent on SteepMeadow providing a notice adendum containing an address, phone number and email address for the sending and receiving notices by next meeting.**

**SEE ATTACHMENTS ON PAGES 10 - 18**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

2. Consider and approve, execute, receive and file an Agreement (Agreement 22-009/DC) with SteepMeadow for Microsoft 365 Change Management & User Adoption Training for Jefferson County in the annual amount of \$12,000.00. This is in accordance with the NCPA Contract 01-97.

**Clerk's Notes: Approval is contingent on SteepMeadow providing a notice adendum containing an address, phone number and email address for the sending and receiving notices by next meeting.**

**SEE ATTACHMENTS ON PAGES 19 - 27**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*January 25, 2022*

3. Consider and approve an agreement renewal for (Agreement 20-001/JW) with Thomson Reuters (Westlaw) for an online access subscription for the 58th District Court. This single-user agreement is for a one-year term at a monthly cost of \$57.00 until the next DIR contract year begins on September 1, 2022, at which the cost will increase to \$60.00 per month; as shown on ATTACHMENT A. (DIR Contract Option 1-A, Option Years 5 and 6).

**SEE ATTACHMENTS ON PAGES 28 - 40**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

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

**Action: APPROVED**

4. Consider and approve, execute, receive and file a professional services agreement (PROF 22-007/JW) with QED Airport & Aviation Consultants for an Independent Fee Estimate (IFE) for the Terminal HVAC Rehabilitation Design and Related Services project at the Jack Brooks Regional Airport for a lump sum amount of \$7,180.00. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

**SEE ATTACHMENTS ON PAGES 41 - 42**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

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

**Action: APPROVED**

5. Consider and approve, execute, receive and file a purchase agreement for the purchase of fifty (50) burial spaces in accordance with (IFB 18-036/YS), Term Contract for Indigent Burial Plots for Jefferson County with Claybar Haven of Rest Cemetery. The purchase price is \$305.00 each for a total of \$15,520.00.

**SEE ATTACHMENTS ON PAGES 43 - 45**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

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

**Action: APPROVED**

*Notice of Meeting and Agenda and Minutes*  
*January 25, 2022*

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

**SEE ATTACHMENTS ON PAGES 46 - 48**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Bush**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

7. Consider and approve budget transfer– County Clerk purchase of laptop

120-1014-414-6002	COMPUTER EQUIPMENT	\$1,517.00	
120-1014-414-5062	TRAVEL EXPENSE		\$1,517.00

**SEE ATTACHMENTS ON PAGES 49 - 55**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

8. Consider and approve budget transfer – County Clerk – cost to contract for consulting services.

120-1014-414-5077	CONTRACTUAL SERVICE	\$19,000.00	
120-1014-414-1005	EXTRA HELP		\$19,000.00

**SEE ATTACHMENTS ON PAGES 56 - 56**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

9. Regular County Bills – check #491466 through check #491655.

**SEE ATTACHMENTS ON PAGES 57 - 63**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

10. Consider, possibly approve, authorize the County Judge to execute, receive and file a release of easement from Jefferson County to the Texas Board of Criminal Justice to facilitate the acquisition an easement by Lamar Port Arthur.

**SEE ATTACHMENTS ON PAGES 64 - 73A**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

11. Consider and possible approve exempting the following groups from paying for security duringtheir scheduled events for the year 2022: Dispute Resolution CenterElection SchoolFamily Services Jefferson County Bar AssociationJefferson County Democratic PartyJefferson County Republican PartyJefferson County Libertarian PartyJefferson County Green PartyJefferson County Clerk's office for meetings and training related to ElectionsJefferson County Coalition for Victims of CrimeJefferson County Deputy Constable AssociationJefferson County District Clerk's office for Passport Day The security expense will be paid via budgeted (courthouse security fee fund).

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

12. Consider and possibly approve a Resolution to authorize the County Judge to execute a grant application from the Criminal Justice Division to continue the operation of the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center for the fiscal year 2022-2023. This grant is made available pursuant to the Victims of Crime Act. Grant application number: 2103211

**SEE ATTACHMENTS ON PAGES 74 - 74**

**Motion by: Commissioner Sinegal**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

## **COUNTY TREASURER:**

13. Consider and approve Quarterly Report/wire for State Pooled Fees in the amount of \$375,999.62.

**SEE ATTACHMENTS ON PAGES 75 - 75**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Sinegal**

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

**Action: APPROVED**

## **ENGINEERING:**

14. Consider and possibly approve Tracts 1-A & 1-B, 2.432 Acres of Land, Replat of All of Lot 1, Mid-City Business Park, (file number 2020021107 O.P.R. J.C.) Jefferson County. This property is located at the corner of State Highway 347 (A.K.A. Twin City Highway) and Lone Star Drive in Precinct #2. This subdivision lies partially within the boundaries of the City of Nederland ETJ and the City of Beaumont ETJ. This replat has met all of Jefferson County's platting requirements.

**SEE ATTACHMENTS ON PAGES 76 - 76**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

15. Consider and possible approve Tracts I-A, Replat of All of Tracts I, II, and "A", 0.7804 Acre of Land, Part of the T. & N.O.R.R. Survey, Section No. 3 Abstract No. A-258, Jefferson County. This property is located on South Garden Drive in Precinct #2 and has met all of Jefferson County's platting requirements.

**SEE ATTACHMENTS ON PAGES 77 - 77**

**Motion by: Commissioner Bush**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**



## **MANAGEMENT INFORMATION SYSTEMS:**

16. Consider and possibly approve Resolution commending Vanessa Lachney for twelve (12) years of service to Jefferson County and wishing her well in her retirement.

**SEE ATTACHMENTS ON PAGES 78 - 78**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Bush**

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

**Action: APPROVED**

## **SHERIFF'S DEPARTMENT:**

17. Consider and possibly approve Resolution commending Elizabeth D. Foshee for 31 years and 7 months of service to Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing her well in her retirement

**SEE ATTACHMENTS ON PAGES 79 - 79**

**Motion by: Commissioner Alfred**

**Second by: Commissioner Pierce**

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

**Action: APPROVED**

## **Other Business:**

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

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

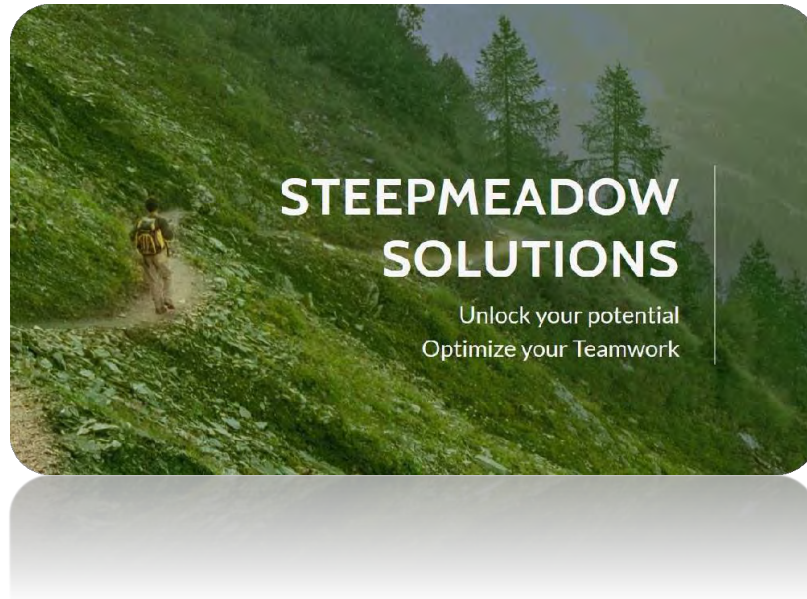
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**Jeff R. Branick**  
**County Judge**

**Steepmeadow Solutions**

SYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program  
SKU SYNNEX P/N: 6451996 | Manufacturing P/N: JCM365MIGRATION-SM

Engagement Letter



**Jefferson County, Texas**

**Jeff Ross**

**Statement of Work:  
Microsoft 365 Deployment & Migration Services  
Program**

**Proposal by:  
Steepmeadow Solutions, LLC  
NCPA contract 01-97  
Steepmeadow Solutions Reseller no: 652395**

1/19/2022

**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program  
SKU SYNNEX P/N: 6451996 | Manufacturing P/N: JCM365MIGRATION-SM

Engagement Letter

Dear Jeff Ross – Jefferson County Texas,

Steepmeadow Solutions is pleased to submit this proposal to assist with the technical migration from your current on premises email solution to Microsoft 365.

## 1 Description of Services

### 1.1 Background

Jefferson County (client) would like to migrate away from their legacy on premises email solution to Microsoft 365. As part of those efforts, the client needs assistance moving content & email processing while minimizing downtime. Jefferson County is seeking assistance from Steepmeadow to provide guidance with the migration effort.

### 1.2 Scope

**Steepmeadow Solutions will provide a customized Microsoft 365 Deployment and Migration Services Program to ensure a smooth transition of Jefferson County's existing technologies to Microsoft's secure government cloud. This 12-month service plan provides hands-on support and guidance from Steepmeadow Solutions' technical and security engineers to the County's IT department professionals. Elements of this service program include, but are not limited to, the following:**

#### Exchange Online

For Exchange Online, we guide you through the process to get your organization ready to use email. We provide remote guidance for:

- Setting up Exchange Online Protection (EOP) features for all mail-enabled domains validated in Office 365
- Pointing your mail exchange (MX) records to Office 365
- Setting up email flow between your source messaging environment and Exchange Online (as needed)
- Undertaking mail migration from your source messaging environment to Office 365
- Configuring mailbox clients (Outlook for Windows, Outlook on the web, and Outlook for iOS and Android)

#### Microsoft Teams

We provide remote guidance for:

- Confirming minimum requirements in Exchange Online, SharePoint Online, Office 365 Groups, and Azure AD to support Teams
- Confirming Teams is enabled on your Office 365 tenant
- Enabling or disabling user licenses
- Network assessment for Teams:
  - Port and endpoint checks
  - Connection quality checks and Bandwidth Estimates
  - Configuring Teams app policy (Teams web app, Teams Desktop app, and Teams for iOS and Android app)
  - Enabling Teams live events
  - Organization setup and integration into Microsoft Stream
  - Guidance for Skype for Business to Teams transition
  - Identities enabled in Azure AD for Office 365
  - Users enabled for SharePoint Online
  - Exchange mailboxes are present (online and on-premises in an Exchange hybrid configuration.)
  - Enabled for Office 365 Groups

#### SharePoint Online & OneDrive for Business

**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program  
SKU SYNNEX P/N: 6451996 | Manufacturing P/N: JCM365MIGRATION-SM

## Engagement Letter

We provide remote guidance for:

- Provisioning users and licenses
- Enabling site creation for your SharePoint Online Admin
- Planning site collections
- Securing content and managing permissions
- Configuring SharePoint Online features

Additional guidance is provided for OneDrive for Business, like:

- Identifying integration options and reviewing on-line premises and online network infrastructure and bandwidth
- Planning and implementing a single rollout for all users (or a phased rollout)
- Deploying the OneDrive for Business client sync

**Data Migration**

- We provide guidance to help you plan your migration, configure your source environments and Office 365 tenant, and leverage Microsoft data migration services to migrate your data. You create and schedule your migration events. We launch migration events in accordance with your schedule, monitor their progress, and provide status reports.

**1.3 Services; Parties' Respective Responsibilities**

Consultant will provide technical resource to assist in the migration oversight and execution.

Client will ensure availability of appropriate internal resources to fulfill the roles and responsibilities outlined in this Engagement Letter.

Planned staffing is outlined in section 1.5 below.

**1.4 Approach & Estimate**

Consultant will work under the direction of Client. Specifics of this engagement are expected to evolve over time. As work begins, we will follow the general approach outlined below.

**High-level activities in our approach (department by department):**

- Prep for migration
- Cutover email
- Complete content migration
- Validate migration completion
- Microsoft Teams Orientation Training

**1.5 Staffing**

Consultant will staff a combination of resources on this engagement based on need and skills. Proposed staffing is as follows:

- Gareth Young: Overall Migration guidance

**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program  
SKU SYNNEX P/N: 6451996 | Manufacturing P/N: JCM365MIGRATION-SM

## Engagement Letter

Any changes in staffing will be mutually agreed upon by consultant and client and go through the change control process per the terms attached.

## 1.6 Assumptions

Consultant has made the following assumptions in formalizing the approach and staffing for this engagement:

- Client's team is engaged and available for knowledge sharing, collaboration, and to address issues and risks
- Client is providing adequate business and technical leadership for the planning and execution of each iteration
- Consultant will have adequate system access and working conditions

## 2 Period of Performance and Location

Work will be performed remotely via video conferences as agreed on by client and consultant.

## 3 Deliverables

The deliverables for this engagement will be:

1. Email flow set to Microsoft 365
2. Client email content migrated to new Microsoft 365 tenant
3. Client content migration to new Microsoft 365 tenant
4. Client up and employees functioning successfully in the new Microsoft 365 tenant
5. Microsoft Teams & OneDrive Deployment

## 4 Acceptance Criteria and Procedures

Client will provide written acceptance or written notice of non-conformity for each deliverable within twenty (20) business days (unless otherwise agreed) from the receipt of the deliverable (the "Acceptance Period").

If Client delivers a notice of non-conformity specifically identifying the non-conformity and stating in detail for each non-conformity how the deliverable fails to materially conform to the applicable acceptance criteria, before the end of the Acceptance Period, then Consultant will modify the deliverable to correct the non-conformities and resubmit the deliverable for further acceptance testing within five (5) business days (unless otherwise agreed) from receipt of the notice of non-conformity ("Correction Period"). Upon resubmission of the deliverable another Acceptance Period will ensue.

If Consultant fails to receive a notice of non-conformity or acceptance within the Acceptance Period, the deliverable shall be considered acceptable.

## 5 Fees

Total fees, exclusive of expenses, are \$18,000. For this 12-month migration services program, each of the 12 monthly delivery periods are billed at \$1,500 per month.

**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program  
SKU SYNNEX P/N: 6451998 | Manufacturing P/N: JCM365MIGRATION-SM

Engagement Letter

## 6 Billing and Payment Terms

Travel or other expenses are not expected to be incurred as part of this effort. In the event expenses are necessary, we will get pre-approval from Jefferson County prior to incurring reimbursable expenses.

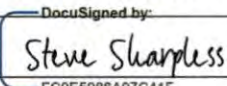
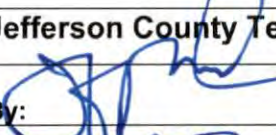
Each of the 12 monthly delivery periods will be invoiced at the end of the monthly period. Terms: Net 30 days.

In addition to the matters detailed in this letter, we have developed certain additional terms that will govern our engagement. These terms are attached in Appendix A of this engagement letter.

## 7 Issue Resolution and Escalation

Issues will be escalated to the Client's project sponsor and Consultant's oversight team promptly. The issue resolution path will be mutually agreed upon in that session.

Agreed to and Accepted by the Parties:

Steepmeadow Solutions LLC		Jefferson County Texas	
By: 	DocuSigned by:		By:
Name: Steve Sharpless	FC0E5986A97C41F...	Name: Jeff Barick	
Title: Founder - Steepmeadow Solutions LLC		Title: County Judge	
Date: 1/19/2022		Date: 01/25/2022	

ATTEST  
DATE 1-25-22

LAURIE LEISTER-COUNTY CLERK



**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program  
SKU SYNNEX P/N: 6451996 | Manufacturing P/N: JCM365MIGRATION-SM

Engagement Letter

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**Appendix A: Other Terms and Conditions**

The following additional terms and conditions govern this engagement:

1. Steepmeadow Solutions is retained only for the purposes set forth in the engagement letter. The services are of a consulting nature and will be based upon information you make available to Steepmeadow Solutions during the engagement. You also have certain responsibilities related to the success of the engagement, as set forth in the engagement letter, and if such responsibilities are not met, Steepmeadow Solutions may not be able to perform the engagement or to do so in a timely fashion. Steepmeadow Solutions shall be entitled to rely upon the accuracy and completeness of all information provided by, and upon the decisions and approvals of, you in connection with the engagement. The selection of any products or services to be purchased from other parties, and the adequacy of such products or services for your needs, are management decisions that are made solely by you.
2. Steepmeadow Solutions warrants that it will perform its services in a professional manner that meets or exceeds the standards of the consulting industry. Steepmeadow Solutions warrants that it will comply with all applicable federal, state and local laws and regulations in performing the services and its obligations under this engagement letter. Steepmeadow Solutions has obtained, or will timely obtain, any and all governmental permits and licenses necessary to conduct the services and otherwise perform its obligations hereunder, except those permits and licenses, if any, required to be obtained by you by law or as set forth in the engagement letter. THIS WARRANTY IS IN LIEU OF, AND Steepmeadow SOLUTIONS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STEEPMEADOW SOLUTIONS DOES NOT DIRECTLY OR INDIRECTLY WARRANT THE FINANCIAL SOUNDNESS, SERVICES OR PRODUCTS OF ANY THIRD PARTY VENDORS OR SERVICE PROVIDERS, EXCEPT THAT STEEPMEADOW SOLUTIONS IS RESPONSIBLE FOR THE SERVICES AND DELIVERABLES PROVIDED BY ANY OF ITS SUBCONTRACTORS HEREUNDER. YOUR ABILITY TO ACHIEVE THE BENEFITS WITH RESPECT TO THE MATTERS TO WHICH STEEPMEADOW SOLUTIONS' SERVICES RELATE WILL BE BASED UPON NUMEROUS FACTORS AND ASSUMPTIONS THAT ARE NOT WITHIN STEEPMEADOW SOLUTIONS' CONTROL, AND THUS STEEPMEADOW SOLUTIONS DOES NOT GUARANTEE THAT THE INTENDED BENEFITS WILL ACTUALLY BE ACHIEVED.
3. Neither party's liability to the other, based upon breach of contract, negligence or any other legal theory, will (i) exceed the amount of professional fees paid by you to Steepmeadow Solutions pursuant to this engagement letter, except that Steepmeadow Solutions shall be able to claim the amount of unpaid fees in the event of breach by non-payment, or (ii) include any indirect, incidental, special, consequential or punitive damages, even if such party was advised in advance of such potential damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings or revenue. The limitations set forth herein shall apply notwithstanding the failure of any limited remedy of its essential purpose.
4. The relationship of Steepmeadow Solutions to you is that of independent contractor and each party's obligations to the other are exclusively contractual in nature. Nothing in this engagement letter or in connection with the performance of services hereunder expressly or by implication shall create a partnership, joint venture, employer-employee, fiduciary or agency relationship between the parties, or any responsibility by one party for the actions of the other. Neither party shall have any authority to enter into any contract with or otherwise obligate the other to any third party without the express written authorization of the other party. You acknowledge that the services to be rendered by Steepmeadow Solutions are not exclusive to you, and Steepmeadow Solutions may provide similar services to other clients.

**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program  
SKU SYNNEX P/N: 6451996 | Manufacturing P/N: JCM365MIGRATION-SM

## Engagement Letter

5. You may terminate this engagement letter for convenience at any time upon thirty (30) days' prior written notice. In the event of such termination, you will pay Steepmeadow Solutions for all services rendered and expenses incurred by Steepmeadow Solutions to the effective date of termination. Either party may terminate this engagement letter if the other party fails to cure a material breach of the engagement letter within thirty (30) days (or ten (10) days in the event of non-payment of Steepmeadow Solutions' fees and expenses) after receiving written notice specifying the breach, and either party may terminate this engagement letter at any time upon written notice if any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party, or if a receiver or similar officer is appointed to take charge of all or part of the other party's property, or if the other party is adjudicated a bankrupt. Termination shall not constitute the exclusive remedy for breach and shall not be deemed a waiver of any rights accruing prior to such breach. If your account is past due and Steepmeadow Solutions has notified you of the past due balance, Steepmeadow Solutions may, in lieu of termination at such time, immediately suspend performance of services without liability for interruption of pending work or breach of this engagement letter. Neither party will incur any liability to the other party resulting from any delay or failure to perform all or any part of this engagement letter, if such delay or failure is caused, in whole or in part, by events, occurrences or forces beyond the reasonable control and without the negligence of such party.

6. Both parties acknowledge that, during the course of the services, they may communicate by e-mail with each other and with other entities you may have engaged. Each party acknowledges and accepts that the other party cannot guarantee, and does not warrant, that e-mail transmissions will not be intercepted and read, disclosed or used by a third party or will be delivered to each of the parties to whom they are addressed and only such parties. Each party specifically disclaims, and expressly acknowledges and agrees that the other party shall not have, responsibility or liability in connection with e-mail transmissions.

7. Except in situations in which injunctive relief is necessary, if any dispute arises between the parties in connection with this engagement letter, the disputed matter shall be referred to the parties' respective executives responsible for administration of this engagement letter for resolution. In the event these executives fail to resolve the dispute within fifteen (15) days after the referral of the dispute to them, the parties shall escalate the dispute to the parties' respective Chief Operating Officers, or their designees, for resolution. If the parties' Chief Operating Officers or their designees are unable to resolve the dispute within fifteen (15) days of the referral of the dispute to them, or such longer period as agreed to in writing by the parties, each party shall have the right to commence any legal proceeding as permitted by law. This engagement letter and the rights and duties of the parties will be governed and construed in accordance with Texas law without regard to its conflicts of law principles.

8. Neither party may assign this engagement letter or delegate any duties hereunder without the prior written consent of the other party; provided, however, that (a) a party may assign this engagement letter, without such consent, to any person or entity that acquires all or substantially all of such party's business or assets related to the performance of this engagement or succeeds to such party's interest in this engagement by sale, merger, consolidation, reorganization or similar transaction and (b) certain services may be performed by subcontractors to Steepmeadow Solutions, provided that Steepmeadow Solutions shall have in place written agreements with such subcontractors sufficient to enable Steepmeadow Solutions to comply with its obligations under this engagement letter and shall remain responsible for the services provided by such subcontractors hereunder. Any attempted assignment in violation of this Section 11 shall be void. This engagement letter will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Under no circumstances shall any Affiliate of a party hereto be liable for any breach of or obligation in connection with this engagement letter, except pursuant to a valid assignment pursuant to this Section 8.

9. The fees quoted in the engagement letter do not include taxes. The parties recognize that Jefferson County, Texas is a tax-exempt entity.



**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program  
SKU SYNNEX P/N: 6451996 | Manufacturing P/N: JCM365MIGRATION-SM

## Engagement Letter

10. All notices or other communications to be given or that may be given by either party to the other shall be deemed to have been duly given when made in writing and delivered in person, one business day after being sent by recognized overnight courier or five days after deposit in the United States mail, certified, postage prepaid, return receipt requested.

11. This engagement letter, including these terms and conditions and any other appendices or attachments, contains the entire agreement between you and Steepmeadow Solutions with respect to this engagement, and supersedes all prior and contemporaneous agreements, understandings, negotiations, proposals, initial statements of work and discussions, whether oral or written, with respect to this engagement. All reliance with respect to any representations or promises is based solely on those contained in this engagement letter. No provision of this engagement letter shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing and signed by authorized representatives of both parties. No waiver of any right or remedy will be implied by failure to enforce such right or remedy and no express waiver will affect any rights or remedies other than that to which the waiver is applicable and only for that occurrence. If any term of this engagement letter is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other term or provision, and such remaining terms and conditions will remain in full force and effect.

12. Each party shall act in strict compliance with all applicable laws, ordinances, regulations and other requirements of any and all governmental authorities, including without limitation all applicable export laws and regulations, in connection with its performance under this engagement letter. Without limiting the generality of the foregoing, each party expressly agrees that it shall not, and shall cause its representatives to agree not to, export, directly or indirectly, re-export, divert or transfer the Deliverables or any direct product thereof to any destination, entity or person restricted or prohibited by the export laws, regulations and controls of the United States, and each party shall obtain all permits, licenses or other consents necessary for the performance of its duties under this engagement letter.

**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Deployment & Migration Services Program  
SKU SYNNEX P/N: 6451996 | Manufacturing P/N: JCM365MIGRATION-SM

Engagement Letter

**Appendix B: Scope Change Order Form**

## Scope Change Order

**Client:**  
**Engagement:**  
**Assignment #:**

Date: _____	
Change #: _____	
Associated Issue #: _____	

- **Change Description**
  - Project Objectives Changes
  - Project Scope Changes
  - Project Approach Changes
  - Project Deliverables Changes
- **Impact Analysis**
  - Qualitative Impact
  - Schedule Impact
  - Budget Impact
  - Staffing Impact
  - Professional Fees
- **Updated Risks and Assumptions**
  - Revised Risks

**Revised Assumptions****Approval**

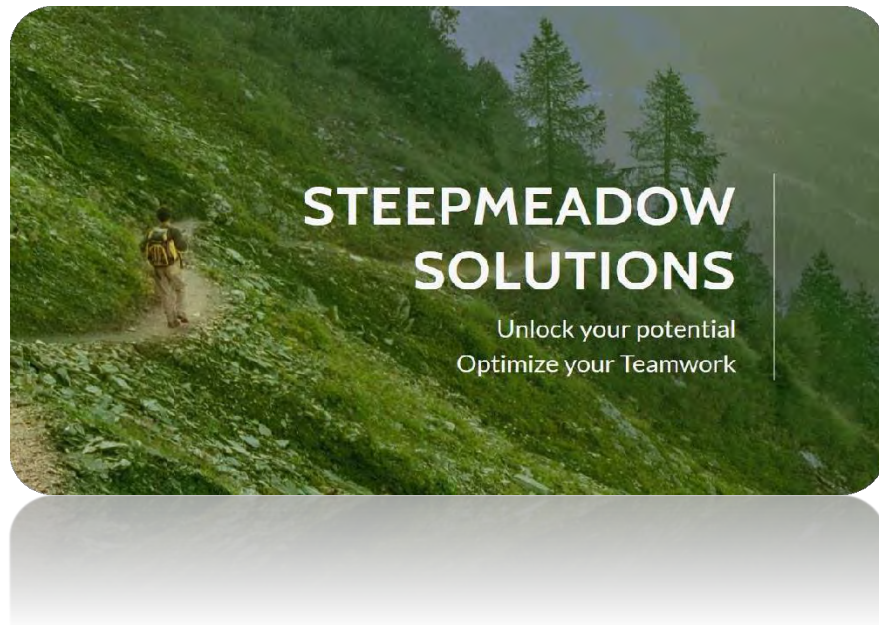
The above Scope Change Order is approved as documented herein. This Scope Change Order is attached to and made part of the engagement letter dated \_\_\_\_\_ by and between Steepmeadow Solutions Corporation and \_\_\_\_\_. Except as amended by this scope change order, all terms and conditions of the engagement letter shall remain in full force and effect.

Name: _____	Name: _____
Organization: <u>Steepmeadow Solutions LLC</u>	Organization: _____
Date: _____	Date: _____

**Steepmeadow Solutions**

SYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program  
SKU SYNNEX P/N: 6451992 | Manufacturing P/N: JCM365TRAIN-SM

Engagement Letter



**Jefferson County, Texas**

**Jeff Ross**

**Statement of Work:  
Microsoft 365 Change Management &  
User Adoption Training Program**

**Proposal by:  
Steepmeadow Solutions, LLC  
NCPA contract 01-97  
Steepmeadow Solutions Reseller no: 652395**

1/19/2022

**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program  
SKU SYNNEX P/N: 6451992 | Manufacturing P/N: JCM365TRAIN-SM

Engagement Letter

Dear Jeff Ross – Jefferson County Texas,

Steepmeadow Solutions is pleased to submit this proposal to assist with the change management, adoption and training of Jefferson County migrated end users so as to maximize the benefits and value of the county's investment in Microsoft 365.

## 1 Description of Services

### 1.1 Background

Jefferson County (client) would like to maximize their organizational benefits and value of their move to Microsoft 365. As part of those efforts, the client needs assistance with the change management, adoption, and training of the county employees migrated to Microsoft 365. Jefferson County is seeking assistance from Steepmeadow to provide guidance with this change management, adoption, training effort.

### 1.2 Scope

Steepmeadow Solutions will provide a customized Microsoft 365 Change Management/User Adoption/Training Program to equip Jefferson County employees with the tools needed to effectively use and maximize their benefits from Microsoft 365. This 12-month service plan includes a change management strategy for end-user awareness and adoption of Microsoft 365, which is critical to the successful rollout of this new technology. The program plan is implemented by Steepmeadow Solutions' training team via sustained levels of communication with stakeholders, county leaders and IT administrators, and includes hands-on guidance to create a digital champions community to ensure county employees across all departments get the training they need. Other provisions of this service program include, but are not limited to, the following:

### Microsoft 365 Change Management & Adoption



**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program  
SKU SYNNEX P/N: 6451992 | Manufacturing P/N: JCM365TRAIN-SM

Engagement Letter

**Best practices for change management for Microsoft 365 & Teams:**

- Identify your key stakeholders, champions, and user profiles
- Identify & select your business scenarios
- Conduct a pilot that includes business users, champions, and IT professionals
- Design, launch and manage your adoption campaign

**Best Practices for adoption include:**

- Internal awareness materials such as posters, digital signage, and events
- Self-help and training information in a single location
- A defined feedback mechanism

**Pre-defined success measures (solution adoption, views of key materials, attendance at courses)**

- Build a champion program alongside your service deployment
- Provide a standard feedback method
- Measure & share success
- Adjust your messaging and methods based on feedback, repeat

**User profiles**

It is equally important to understand the types of users in your environment. Do you have users who are primarily mobile? Some who are in constant meetings or giving presentations? Do you know which of your users have the most difficulty with your existing collaboration solutions? Segmenting your user community can help you find groups that are most open to change. They are often the best targets for your early business pilots and their feedback is extremely valuable.

**Champions**

Identify the individuals who can become your collaboration champions provides you with an extended support team for your implementation. Create a community by providing them early insight and feedback to your plans. Any investment you make in this community whether it be time, attention or rewards will be returned to your implementation through their support and evangelism.

**1.3 Services; Parties' Respective Responsibilities**

Consultant will provide technical resource to assist in the migration oversight and execution.

Client will ensure availability of appropriate internal resources to fulfill the roles and responsibilities outlined in this Engagement Letter.

Planned staffing is outlined in section 1.5 below.

**1.4 Approach & Estimate**

Consultant will work under the direction of Client. Specifics of this engagement are expected to evolve over time. As work begins, we will follow the general approach outlined below.

High-level activities in our approach (department by department):

**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program  
SKU SYNNEX P/N: 6451992 | Manufacturing P/N: JCM365TRAIN-SM

Engagement Letter

- Identify key stakeholders, champions, and user profiles
- Identify & select business scenarios
- Conduct a pilot that includes business users, champions, and IT professionals
- Design, launch and manage adoption campaign

### **1.5 Staffing**

Consultant will staff a combination of resources on this engagement based on need and skills. Proposed staffing is as follows:

- Hunter Sharpless: Overall change management, adoption, training services
- Cindy Jeanis: In person adoption and training facilitation

Any changes in staffing will be mutually agreed upon by consultant and client and go through the change control process per the terms attached.

### **1.6 Assumptions**

Consultant has made the following assumptions in formalizing the approach and staffing for this engagement:

- Client's team is engaged and available for knowledge sharing, collaboration, and to address issues and risks
- Client is providing adequate business and technical leadership for the planning and execution of each iteration
- Consultant will have adequate system access and working conditions

## **2 Period of Performance and Location**

Work will be performed in person and remotely via video conferences as agreed on by client and consultant

## **3 Deliverables**

The deliverables for this engagement will be:

- Meet pre-defined success measures (solution adoption, views of key materials, attendance at courses)
- Build a champion program alongside your service deployment
- Creation of a standard feedback method
- Reporting on Measured & shared successes

## **4 Acceptance Criteria and Procedures**

Client will provide written acceptance or written notice of non-conformity for each deliverable within twenty (20) business days (unless otherwise agreed) from the receipt of the deliverable (the "Acceptance Period").



**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program  
SKU SYNNEX P/N: 6451982 | Manufacturing P/N: JCM365TRAIN-SM

Engagement Letter

If Client delivers a notice of non-conformity specifically identifying the non-conformity and stating in detail for each non-conformity how the deliverable fails to materially conform to the applicable acceptance criteria, before the end of the Acceptance Period, then Consultant will modify the deliverable to correct the non-conformities and resubmit the deliverable for further acceptance testing within five (5) business days (unless otherwise agreed) from receipt of the notice of non-conformity ("Correction Period"). Upon resubmission of the deliverable another Acceptance Period will ensue.

If Consultant fails to receive a notice of non-conformity or acceptance within the Acceptance Period, the deliverable shall be considered acceptable.

**5 Fees**

Total fees, exclusive of expenses, are \$12,000. For this 12-month migration services program, each of the 12 monthly delivery periods are billed at \$1,000 per month.

**6 Billing and Payment Terms**

Travel or other expenses are not expected to be incurred as part of this effort. In the event expenses are necessary, we will get pre-approval from Jefferson County prior to incurring reimbursable expenses.

Each of the 12 monthly delivery periods will be invoiced at the end of the monthly period. Terms: Net 30 days.

In addition to the matters detailed in this letter, we have developed certain additional terms that will govern our engagement. These terms are attached in Appendix A of this engagement letter.

**7 Issue Resolution and Escalation**

Issues will be escalated to the Client's project sponsor and Consultant's oversight team promptly. The issue resolution path will be mutually agreed upon in that session.

Agreed to and Accepted by the Parties:

<b>Steepmeadow Solutions LLC</b>	<b>Jefferson County Texas</b>
By: <i>Steve Sharpless</i>	By: <i>[Signature]</i>
Name: Steve Sharpless	Name: <i>Jeff Branick</i>
Title: Founder - Steepmeadow Solutions LLC	Title: <i>County Judge</i>
Date: 1/19/2022	Date: <i>01/25/2022</i>

ATTEST *[Signature]*  
DATE *1-25-22*  
LAURIE LEISTER - COUNTY CLERK

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**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program  
SKU SYNNEX P/N: 6451992 | Manufacturing P/N: JCM365TRAIN-SM

Engagement Letter

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**Appendix A: Other Terms and Conditions**

The following additional terms and conditions govern this engagement:

1. Steepmeadow Solutions is retained only for the purposes set forth in the engagement letter. The services are of a consulting nature and will be based upon information you make available to Steepmeadow Solutions during the engagement. You also have certain responsibilities related to the success of the engagement, as set forth in the engagement letter, and if such responsibilities are not met, Steepmeadow Solutions may not be able to perform the engagement or to do so in a timely fashion. Steepmeadow Solutions shall be entitled to rely upon the accuracy and completeness of all information provided by, and upon the decisions and approvals of, you in connection with the engagement. The selection of any products or services to be purchased from other parties, and the adequacy of such products or services for your needs, are management decisions that are made solely by you.
2. Steepmeadow Solutions warrants that it will perform its services in a professional manner that meets or exceeds the standards of the consulting industry. Steepmeadow Solutions warrants that it will comply with all applicable federal, state and local laws and regulations in performing the services and its obligations under this engagement letter. Steepmeadow Solutions has obtained, or will timely obtain, any and all governmental permits and licenses necessary to conduct the services and otherwise perform its obligations hereunder, except those permits and licenses, if any, required to be obtained by you by law or as set forth in the engagement letter. THIS WARRANTY IS IN LIEU OF, AND Steepmeadow SOLUTIONS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STEEPMEADOW SOLUTIONS DOES NOT DIRECTLY OR INDIRECTLY WARRANT THE FINANCIAL SOUNDNESS, SERVICES OR PRODUCTS OF ANY THIRD PARTY VENDORS OR SERVICE PROVIDERS, EXCEPT THAT STEEPMEADOW SOLUTIONS IS RESPONSIBLE FOR THE SERVICES AND DELIVERABLES PROVIDED BY ANY OF ITS SUBCONTRACTORS HEREUNDER. YOUR ABILITY TO ACHIEVE THE BENEFITS WITH RESPECT TO THE MATTERS TO WHICH STEEPMEADOW SOLUTIONS' SERVICES RELATE WILL BE BASED UPON NUMEROUS FACTORS AND ASSUMPTIONS THAT ARE NOT WITHIN STEEPMEADOW SOLUTIONS' CONTROL, AND THUS STEEPMEADOW SOLUTIONS DOES NOT GUARANTEE THAT THE INTENDED BENEFITS WILL ACTUALLY BE ACHIEVED.
3. Neither party's liability to the other, based upon breach of contract, negligence or any other legal theory, will (i) exceed the amount of professional fees paid by you to Steepmeadow Solutions pursuant to this engagement letter, except that Steepmeadow Solutions shall be able to claim the amount of unpaid fees in the event of breach by non-payment, or (ii) include any indirect, incidental, special, consequential or punitive damages, even if such party was advised in advance of such potential damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings or revenue. The limitations set forth herein shall apply notwithstanding the failure of any limited remedy of its essential purpose.
4. The relationship of Steepmeadow Solutions to you is that of independent contractor and each party's obligations to the other are exclusively contractual in nature. Nothing in this engagement letter or in connection with the performance of services hereunder expressly or by implication shall create a partnership, joint venture, employer-employee, fiduciary or agency relationship between the parties, or any responsibility by one party for the actions of the other. Neither party shall have any authority to enter into any contract with or otherwise obligate the other to any third party without the express written authorization of the other party. You acknowledge that the services to be rendered by Steepmeadow Solutions are not exclusive to you, and Steepmeadow Solutions may provide similar services to other clients.



**Steepmeadow Solutions**

## Engagement Letter

SYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program  
SKU SYNNEX P/N: 6451992 | Manufacturing P/N: JCM365TRAIN-SM

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5. You may terminate this engagement letter for convenience at any time upon thirty (30) days' prior written notice. In the event of such termination, you will pay Steepmeadow Solutions for all services rendered and expenses incurred by Steepmeadow Solutions to the effective date of termination. Either party may terminate this engagement letter if the other party fails to cure a material breach of the engagement letter within thirty (30) days (or ten (10) days in the event of non-payment of Steepmeadow Solutions' fees and expenses) after receiving written notice specifying the breach, and either party may terminate this engagement letter at any time upon written notice if any assignment is made of the other party's business for the benefit of creditors, or if a petition in bankruptcy is filed by or against the other party, or if a receiver or similar officer is appointed to take charge of all or part of the other party's property, or if the other party is adjudicated a bankrupt. Termination shall not constitute the exclusive remedy for breach and shall not be deemed a waiver of any rights accruing prior to such breach. If your account is past due and Steepmeadow Solutions has notified you of the past due balance, Steepmeadow Solutions may, in lieu of termination at such time, immediately suspend performance of services without liability for interruption of pending work or breach of this engagement letter. Neither party will incur any liability to the other party resulting from any delay or failure to perform all or any part of this engagement letter, if such delay or failure is caused, in whole or in part, by events, occurrences or forces beyond the reasonable control and without the negligence of such party.

6. Both parties acknowledge that, during the course of the services, they may communicate by e-mail with each other and with other entities you may have engaged. Each party acknowledges and accepts that the other party cannot guarantee, and does not warrant, that e-mail transmissions will not be intercepted and read, disclosed or used by a third party or will be delivered to each of the parties to whom they are addressed and only such parties. Each party specifically disclaims, and expressly acknowledges and agrees that the other party shall not have, responsibility or liability in connection with e-mail transmissions.

7. Except in situations in which injunctive relief is necessary, if any dispute arises between the parties in connection with this engagement letter, the disputed matter shall be referred to the parties' respective executives responsible for administration of this engagement letter for resolution. In the event these executives fail to resolve the dispute within fifteen (15) days after the referral of the dispute to them, the parties shall escalate the dispute to the parties' respective Chief Operating Officers, or their designees, for resolution. If the parties' Chief Operating Officers or their designees are unable to resolve the dispute within fifteen (15) days of the referral of the dispute to them, or such longer period as agreed to in writing by the parties, each party shall have the right to commence any legal proceeding as permitted by law. This engagement letter and the rights and duties of the parties will be governed and construed in accordance with Texas law without regard to its conflicts of law principles.

8. Neither party may assign this engagement letter or delegate any duties hereunder without the prior written consent of the other party; provided, however, that (a) a party may assign this engagement letter, without such consent, to any person or entity that acquires all or substantially all of such party's business or assets related to the performance of this engagement or succeeds to such party's interest in this engagement by sale, merger, consolidation, reorganization or similar transaction and (b) certain services may be performed by subcontractors to Steepmeadow Solutions, provided that Steepmeadow Solutions shall have in place written agreements with such subcontractors sufficient to enable Steepmeadow Solutions to comply with its obligations under this engagement letter and shall remain responsible for the services provided by such subcontractors hereunder. Any attempted assignment in violation of this Section 11 shall be void. This engagement letter will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Under no circumstances shall any Affiliate of a party hereto be liable for any breach of or obligation in connection with this engagement letter, except pursuant to a valid assignment pursuant to this Section 8.

9. The fees quoted in the engagement letter do not include taxes. The parties recognize that Jefferson County, Texas is a tax-exempt entity.

**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program  
SKU SYNNEX P/N: 6451992 | Manufacturing P/N: JCM365TRAIN-SM

## Engagement Letter

10. All notices or other communications to be given or that may be given by either party to the other shall be deemed to have been duly given when made in writing and delivered in person, one business day after being sent by recognized overnight courier or five days after deposit in the United States mail, certified, postage prepaid, return receipt requested.

11. This engagement letter, including these terms and conditions and any other appendices or attachments, contains the entire agreement between you and Steepmeadow Solutions with respect to this engagement, and supersedes all prior and contemporaneous agreements, understandings, negotiations, proposals, initial statements of work and discussions, whether oral or written, with respect to this engagement. All reliance with respect to any representations or promises is based solely on those contained in this engagement letter. No provision of this engagement letter shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing and signed by authorized representatives of both parties. No waiver of any right or remedy will be implied by failure to enforce such right or remedy and no express waiver will affect any rights or remedies other than that to which the waiver is applicable and only for that occurrence. If any term of this engagement letter is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other term or provision, and such remaining terms and conditions will remain in full force and effect.

12. Each party shall act in strict compliance with all applicable laws, ordinances, regulations and other requirements of any and all governmental authorities, including without limitation all applicable export laws and regulations, in connection with its performance under this engagement letter. Without limiting the generality of the foregoing, each party expressly agrees that it shall not, and shall cause its representatives to agree not to, export, directly or indirectly, re-export, divert or transfer the Deliverables or any direct product thereof to any destination, entity or person restricted or prohibited by the export laws, regulations and controls of the United States, and each party shall obtain all permits, licenses or other consents necessary for the performance of its duties under this engagement letter.

**Steepmeadow Solutions**SYNNEX ONSITE SERVICES: Microsoft 365 Change Management - User Adoption - Training Program  
SKU SYNNEX P/N: 6451992 | Manufacturing P/N: JCM365TRAIN-SM

Engagement Letter

**Appendix B: Scope Change Order Form**

## Scope Change Order

**Client:**  
**Engagement:**  
**Assignment #:**

Date: _____	
Change #: _____	
Associated Issue #: _____	

- **Change Description**
  - Project Objectives Changes
  - Project Scope Changes
  - Project Approach Changes
  - Project Deliverables Changes
- **Impact Analysis**
  - Qualitative Impact
  - Schedule Impact
  - Budget Impact
  - Staffing Impact
  - Professional Fees
- **Updated Risks and Assumptions**
  - Revised Risks

**Revised Assumptions****Approval**

The above Scope Change Order is approved as documented herein. This Scope Change Order is attached to and made part of the engagement letter dated \_\_\_\_\_ by and between Steepmeadow Solutions Corporation and \_\_\_\_\_. Except as amended by this scope change order, all terms and conditions of the engagement letter shall remain in full force and effect.

Name: _____	Name: _____
Organization: <u>Steepmeadow Solutions LLC</u>	Organization: _____
Date: _____	Date: _____

## Appendix C Pricing Index (Products and Pricing)

West is the foremost provider of integrated information solutions to the U.S. legal market. West has been providing legal, government, law enforcement, and information professionals with the highest-quality legal, news, business, public records, and law enforcement information, and the most innovative technology solutions and tools to manage them, for more than 140 years.

Pursuant to the RFO, West's Contract may be extended to allow non-state Texas agencies and other states and government jurisdictions (collectively referred to in this proposal as "Other Authorized Entities") to purchase under the Contract, subject to approval by DIR and West (see page 11).

Complete product and pricing details are provided in the following pages.

### West CALIR Offerings Summary

Recognizing that Texas state and local agencies have diverse and unique online information research and solutions needs, West offers several options and packages, thus providing Texas state and local agencies with flexibility to pick and choose the option and/or package that is best suited to their specific end users' needs. West's Contract provides for three (3) different pricing options:

- **Option 1—Legal Research.** This option provides Texas agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B). These options also are consistent with the core legal research options offered under the existing CCG Contract. In addition, agencies may supplement these legal research packages by choosing additional content from a select list of optional separately priced add-on libraries.
- **Option 2—Investigative Research.** This option provides access to comprehensive public records, publicly available information, and proprietary data for investigative purposes. Thomson Reuters CLEAR helps law enforcement and agencies locate people faster, conduct due diligence more efficiently, and save valuable time and resources during investigations.
- **Option 3—Custom Packages.** The custom packages offered as part of this option recognize that Texas agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 – 2. These custom packages provide maximum flexibility to purchase custom packages of legal and/or investigative online information that are specifically tailored to the unique research needs of individual agencies and end users.

In addition, West offers other similar products that might be of interest to DIR, such as legal drafting, practical law/legal know-how, print, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management.

### PRICING

West's content offerings provide Texas state and local agencies with cost-effective pricing for access to an extensive variety of packages of online information and functionality that assist users in their research. Given the extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically trained to help assess your agency's unique needs. To discuss content and price options best suited to your agency's needs, please contact your West government sales representative.

### AGENCY ORDERING INSTRUCTIONS

Texas state and local agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form with the content/pricing option selected by the agency. Note that all POs must reference the Contract number.

## OPTION 1—LEGAL RESEARCH (PER PASSWORD)

This option provides Texas purchasing agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B):

- **Option 1A—Texas Core Resources with News Databases**
- Option 1B—All State and Federal Resources with News Databases

Note that these options are consistent with the core options offered under the existing CCG CALIR Contract (State Agency Options A and C, as well as Local Agency Options A and C). Texas state and local agencies that are currently accessing this content under the existing Contract will experience a seamless migration/transition process, should they decide to continue their current level of services.

Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries, including the following:

- |  |  |
|--|--|
| ▪ All Analytical Library   | ▪ Texas Analytical Library   |
| ▪ American Law Reports (ALR) Library                                 | ▪ Texas Employment Practitioner Core Library   |
| ▪ American Jurisprudence (AMJUR) Library                             | ▪ Texas Criminal Secondary Library   |
| ▪ Corpus Juris Secundum (CJS) Library                                | ▪ Texas Family Law Core Library  |
| ▪ Law Reviews and Journals Library                                   | ▪ Texas Pleadings, Motions, and Memoranda Library  |
| ▪ Municipal Practitioner Core Library                                | ▪ Texas Briefs Plus Library  |
| ▪ Criminal Expert Resources  | ▪ Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library |
| ▪ Regulations with Editorial Enhancements (formerly RegulationsPlus) | ▪ Texas Form Finder  |
| ▪ PeopleMap Premier  |  |

Pricing and descriptions of the content included for Options 1A-1B and the optional add-ons are provided in the following pages.

## STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

### LEGAL RESEARCH

#### OPTION 1A—TEXAS CORE LEGAL RESOURCES WITH NEWS DATABASES

This option provides access to core Texas primary and analytical resources, as well as news databases.

<b>Included Content:</b>	<ul style="list-style-type: none"> <li>Texas Primary Law Library</li> <li>Texas Practice Series Library</li> <li>Texas Practice Guide Library</li> <li>Texas Jurisprudence Library</li> <li>Employment Regulations Suite</li> <li>U.S. News Library</li> </ul>						
<b>Fixed Monthly Charge:</b>	Monthly Per User Per Agency Location Pricing						
<b># of Users</b>	<b>Initial Term*</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Option Year 5</b>	<b>Option Year 6</b>
1-25	\$47	\$47	\$49	\$52	\$54	\$57	\$60
26-50	\$45	\$45	\$47	\$49	\$52	\$54	\$57
51-100	\$42	\$42	\$45	\$47	\$49	\$52	\$54
101-150	\$40	\$40	\$42	\$44	\$47	\$49	\$51
151-200	\$38	\$38	\$40	\$42	\$44	\$47	\$49
201 +	\$36	\$36	\$38	\$40	\$42	\$44	\$46

\*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

**Note:** Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

#### PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1A.

##### Content

**Texas Primary Law**—Texas-specific materials, as well as federal resources concerning Texas. This library includes Texas cases, annotated statutes, administrative code, and court rules. Federal resources include federal district and circuit court decisions originating in Texas, all Supreme Court decisions, and the United States Code Annotated (USCA).

**Texas Practice Series Library**—Comprehensive reference set for Texas attorneys. Includes reference titles covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

**Texas Practice Guide Library**—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

**Texas Jurisprudence Library**—Full text of Texas Jurisprudence, 3d.

**Employment Regulations Suite**—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

**U.S. News Library**—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

##### Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts\* and Current Awareness services (KeyCite Alert, WestClip) \*[Excludes daily and continuous alerts.]
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

## LEGAL RESEARCH

### OPTION 1B—ALL STATE AND FEDERAL RESOURCES WITH NEWS DATABASES

This option provides access to an expanded collection of primary and analytical resources, including all state and federal, as well news databases.

<b>Included Content:</b>	<ul style="list-style-type: none"> <li>▪ All Primary Law Library</li> <li>▪ Texas Practice Series Library</li> <li>▪ Texas Practice Guide Library</li> <li>▪ Texas Jurisprudence Library</li> <li>▪ Federal Practice and Procedure Library</li> <li>▪ American Jurisprudence (AMJUR) Library</li> <li>▪ Employment Regulations Suite</li> <li>▪ Regulations with Editorial Enhancements</li> <li>▪ U.S. News Library</li> </ul>						
<b>Fixed Monthly Charge:</b>	Monthly Per User Per Agency Location Pricing						
<b># of Users</b>	<b>Initial Term*</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Option Year 5</b>	<b>Option Year 6</b>
1-25	\$77	\$77	\$81	\$85	\$89	\$94	\$98
26-50	\$73	\$73	\$77	\$81	\$85	\$89	\$93
51-100	\$69	\$69	\$73	\$77	\$80	\$84	\$89
101-150	\$66	\$66	\$69	\$73	\$76	\$80	\$84
151-200	\$63	\$63	\$66	\$69	\$73	\$76	\$80
201 +	\$60	\$60	\$63	\$66	\$69	\$72	\$76

\*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

**Note:** Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

### PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1B.

#### Content

**All Primary Law Library**—Federal and state case law, administrative decisions, 50 state statutes (including United States Code Annotated), and administrative rules and regulations.

**Texas Practice Series Library**—Comprehensive reference set for Texas attorneys, covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

**Texas Practice Guide Library**—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

**Texas Jurisprudence Library**—Full text of Texas Jurisprudence, 3d.

**American Jurisprudence (AMJUR) Library**—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

**All Federal Practice and Procedure Library**—Definitive treatise on practicing law in the federal courts.

**Employment Regulations Suite**—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

**Regulations with Editorial Enhancements** (*formerly RegulationsPlus*)—Federal regulatory research system that helps researchers stay fully informed on regulatory issues with editorial summaries of case law decisions, notification tools, version history, and citing references.

**U.S. News Library**—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

#### Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)

- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) *\*[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

## LEGAL RESEARCH

### OPTION 1—OPTIONAL ADD-ON CONTENT

If an agency selects an Option 1 Legal Research package (1A – 1B), the following optional separately priced add-on libraries are available. For any add-ons selected by the agency, the corresponding monthly per-user charge will be added to the Legal Research package charge.

Optional Add-On Content (Monthly Per User Per Agency Location Pricing)							
Library Name	Initial Term*	Year 1	Year 2	Year 3	Year 4	Opt. Yr. 5	Opt. Yr. 6
All Analytical Library	\$19	\$19	\$20	\$21	\$22	\$23	\$24
American Law Reports (ALR) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
American Jurisprudence (AMJUR) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Corpus Juris Secundum (CJS) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Law Reviews and Journals Library	\$4	\$4	\$4	\$4	\$5	\$5	\$5
Municipal Practitioner Core Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Criminal Expert Resources	\$13	\$13	\$14	\$14	\$15	\$16	\$17
Regulations with Editorial Enhancements	\$8	\$8	\$8	\$9	\$9	\$10	\$10
PeopleMap Premier	\$75	\$75	\$79	\$83	\$87	\$91	\$96
Texas Analytical Library	\$13	\$13	\$14	\$14	\$15	\$16	\$17
Texas Employment Practitioner Core Library	\$15	\$15	\$16	\$17	\$17	\$18	\$19
Texas Criminal Secondary Library	\$12	\$12	\$13	\$13	\$14	\$15	\$15
Texas Family Law Core Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Texas Pleadings, Motions, and Memoranda Library	\$15	\$15	\$16	\$17	\$17	\$18	\$19
Texas Briefs Plus Library	\$21	\$21	\$22	\$23	\$24	\$26	\$27
Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library	\$21	\$21	\$22	\$23	\$24	\$26	\$27
Texas Form Finder	\$11	\$11	\$12	\$12	\$13	\$13	\$14

\*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

### PACKAGE DESCRIPTION

#### Content

Please see following page for brief descriptions of the content available as optional add-ons to Options 1A and 1B.

#### Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) *\*[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access



## LEGAL RESEARCH

### OPTION 1—OPTIONAL ADD-ON CONTENT

Following are brief descriptions of the content available as optional add-on to Options 1A – 1B.

#### Content Descriptions

**All Analytical Library**—Combines expert legal analysis with forms, jury instructions, and more. Includes ALR, All AMJUR, Restatements of the Law, Federal Practice and Procedure, Causes of Action, Forms, Jury Instructions, and Law Reviews and Journals.

**American Law Reports (ALR) Library**—Leading case-finding tool in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law. Contains full text of First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.

**American Jurisprudence (AMJUR) Library**—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

**Corpus Juris Secundum (CJS) Library**—CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West Key Numbers, Restatements of the Law, and more. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

**Law Reviews and Journals Library**—Respected law reviews, law journals, and other professional legal publications.

**Municipal Practitioner Core Library**—Legal analysis, treatises, practice guides, and forms for the municipal law practitioner. This library consolidates municipal law analytical materials on Westlaw into one collection to save researchers time. It provides access to titles such as McQuillin Municipal Law Report, Matthews Municipal Ordinances, and Zoning and Planning Law Report.

**Criminal Expert Resources Library**—Essential resources for finding a criminal expert witness, including Expert, Attorney, and Judge Profiles; Expert Witness Curricula Vitae and Resumes; and Expert Witness Checklists.

**Regulations with Editorial Enhancements (formerly RegulationsPlus)**—Federal regulatory research system that helps researchers stay fully informed on any regulatory issue with editorial summaries of case law decisions, notification tools, version history, citing references and more.

**PeopleMap Premier**—comprehensive and current collection of public records and investigative information resources for locating people, assets, licenses and registrations, adverse filings, and business and corporate information. Includes advanced tools for efficient searching.

**Texas Analytical Library**—Complete collection of Texas-related legal guides, forms and authorities on topics such as on workers compensation, personal injury and torts practice, civil rules practice and more.

**Texas Employment Practitioner Core Library**—Essential employment law practice guides, forms, checklists, journals, and law reviews. Covers topics such as employment litigation, transactional and compliance topics.

**Texas Criminal Secondary Library**—Secondary materials needed for those practicing in Texas courts. Includes Texas-specific jury instructions and analytical materials, jurisdictional and national practice guides, forms and checklist, news, criminal journals, law reviews, and more.

**Texas Family Law Core Library**—Wide range of current Texas family law forms which helps users to analyze the law and evaluate legal strategy with West's respected secondary treatises and CLE materials.

**Texas Pleadings, Motions, and Memoranda**—Selected trial pleadings, motions, and memoranda from Texas state courts. These materials provide ideas, strategies, and insight to help learn how attorneys in previous cases pled and argued similar fact situations and law.

**Texas Briefs Plus Library**—Appellate briefs filed in Texas state courts and Federal briefs from the U.S. Court of Appeals for the Fifth Circuit and U.S. Supreme Court. Provides selected trial pleadings, motions, memoranda, and jury instructions from Texas state courts, as well as pleadings, motions, and memoranda from U.S. district and bankruptcy courts within the jurisdiction of the Fifth Circuit.

**Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library**—Includes Graphical Statutes, PastStat Locator, and the Texas Legislative History Library.

- *Graphical Statutes*. Illustrates the evolution of statute in an easy-to-read display that incorporates the prior, current and future versions of a statute.
- *PastStat Locator*. Instant access to the statute version that was in effect on the date the legal matter actually occurred, beginning on January 1, 1999.
- *Legislative History*. Journals, floor debates, reports, bill drafts, testimony, Governor's messages and votes.

**Texas Form Finder**—Hundreds of easily searchable official forms for Texas state, local and federal courts, as well as government agencies.

## OPTION 2—INVESTIGATIVE RESEARCH (PER PASSWORD)

This option provides access to Thomson Reuters CLEAR Investigations Basic for Texas law enforcement and for investigators in agencies and other state government offices. CLEAR Investigations Basic is an enhanced version of the previous CLEAR product West offered under the CCG Contract. It provides more content and augmented capabilities over its predecessors.

CLEAR public records data provides tremendous benefit to authorized users in locating persons and assets, verifying identities, identifying businesses and business affiliations, and uncovering potentially adverse information. CLEAR provides comprehensive data sources with current and historical data, enhanced functionality, and exclusive offerings that comprise the most comprehensive investigative platform available.

Under this plan, investigators and analysts in law enforcement and other government agencies will access and search CLEAR's public records data, publicly available data, and proprietary data via the CLEAR platform (available via web browser on computer or mobile device). Additional delivery modes for CLEAR data as well as other premium features and services are available via a CLEAR custom package plan (see Option 3, Custom Packages).

Pricing and brief descriptions of the content, features and services included in Option 2 are provided on the following page.

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

## INVESTIGATIVE RESEARCH

### OPTION 2—CLEAR INVESTIGATIONS BASIC

2. CLEAR Investigations Basic (Monthly Per User Pricing)							
# of Users	Initial Term*	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-250	\$66	\$66	\$69	\$73	\$76	\$80	\$84
251-500	\$63	\$63	\$66	\$69	\$73	\$76	\$80
501-750	\$60	\$60	\$63	\$66	\$69	\$72	\$76
751+	\$57	\$57	\$59	\$62	\$66	\$69	\$72

\*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

#### Pricing Notes:

- Tier pricing will remain fixed for the duration of the year. Tiers are based on the total number of users within an individual option and do not aggregate across other options or states. Invoices will be generated at the location level.
- Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

### PACKAGE DESCRIPTION

Following is a brief description of the content included in Option 2.

#### Content

**CLEAR Investigations Basic**—Provides access to CLEAR’s standard searching, reporting, and functionality. CLEAR standard search types include: Person, Business, Phone, Property, Vehicles, Watercraft, License, and Court. Also includes comprehensive Individual and Company reports, as well as more streamlined Contact and Basic reports. A dashboard provides access to tools such as Quick Analysis Flags and Address Mapping, and the Workspace feature provides link chart and mapping capabilities. (Excluded content: TransUnion credit header gateway, Vehicles gateway, Web Analytics feature.)

#### Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Download, email, print of included content
- ✓ Analytical and organizational tools (My Workspace)
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

### OPTION 3—CUSTOM PACKAGES

Custom packages are offered in recognition that Texas state and local agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 and 2.

These custom packages provide purchasing agencies with maximum flexibility to purchase custom packages of online legal, investigative, law enforcement, correctional, print, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users. Offering customized packages allows an agency to enjoy the best value, in terms of both price and content.

Pricing is not available under this option as the custom agency-specific pricing will be negotiated with the purchasing agency based on its research needs. Please contact your local West government representative for more information about these custom plans and to obtain your discount. West can also provide agencies with free trial access.

## OTHER SIMILAR PRODUCTS OFFERED BY VENDOR

In addition to our core offerings, West offers additional products that may be of interest to DIR, such as legal drafting, practical law/legal know-how, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management. West also offers an expansive print collection, and print discounts might be available for eligible agencies. (Please note that some of our print discount plans are not packaged with online offerings.)

Please see your local West government representative for more information regarding any of these additional products.

## Vendor Standard Terms and Conditions

The following terms and conditions apply to purchases made under this Contract for authorized/eligible State of Texas Department of Information Resources (hereinafter “DIR”) Customers.

- **Eligibility**—Available only to authorized Texas state and local agencies as agreed upon by the terms of the Contract negotiated between the Texas Department of Information Resources (“DIR”) and West Publishing Corporation (“West”). The following entities are eligible to purchase CALIR products and services under this Contract (Bid Package 4, Appendix A, Subsection 3(A), as amended by Exhibit A):

“Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, subject to West’s approval, and except for telecommunications services under Chapter 2170, Texas Government Code.”

Please note: West does not agree to allow entities as defined in Sections B-J of Bid Package 4, Appendix A, Subsection 3(B-J) to purchase products and services under this contract.

The rates set forth hereunder are available only to authorized state and local government personnel accessing West products for government purposes.

Pursuant to the RFO, West’s contract may be extended to other non-Texas state agencies and political subdivisions of other states, subject to West’s approval.

- **Agency/Purchasing Agency Locations**—Each purchasing agency location must subscribe separately (for Options 1 and 2). Access is limited to the agency’s personnel at that location. Purchasing agencies with multiple locations may purchase under Option 3 (Custom Packages).
- **Authorized Users**—Only users authorized to use West products by the purchasing agency may access and use West products under the terms of this agreement, and such use must be solely for purposes directly related to the purchasing agency’s research and work.
- **Passwords**—Each user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the purchasing agency and invoice the Password Rate if West learns that the product has been used by a person other than the person to whom the password has been issued.
- **Password Rates**—The Monthly Charge per User under each option will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one option to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Included and Excluded Charges**—Purchasing agencies will receive the content package as described in their West Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each database, feature, or service accessed according to the then-current terms and conditions as set forth in

the then-current Schedule A Plan 2 Westlaw Government Service or Schedule A Plan 2 Westlaw PRO (Westlaw), or the then-current CLEAR Services Schedule A (CLEAR).

West may, at its option, make certain databases, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the databases, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this Response. Purchasing entities will receive online notification and may have the option to change plans or terminate if a material change is made.

- **CLEAR Usage**—West’s proposal allows for CLEAR usage up to ten times the proposed fixed-rate guarantee. (Usage will be calculated using then-current retail rates.) In the event the purchasing agency’s CLEAR usage exceeds this limit during any month of the proposed contract term, West may, at its option, (1) limit the purchasing agency’s access to live gateways for the remainder of the contract term, (2) request that the parties enter into good faith negotiations for an adjusted fixed rate, or (3) terminate the contract (after providing ten days written notice to the purchasing agency).
- **New Databases, Features, Services, and Platforms**—West reserves the right to charge for any new databases, features, services, or platforms released during the term of this contract (whether “third-party” databases or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such databases, features, services, or platforms are made available to West’s other government subscribers under West’s then-current Schedule A Plan 2 Westlaw Government Service (Westlaw) or CLEAR Services Schedule A (CLEAR).

If, however, any new databases, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new databases, features, services, or platforms available to the purchasing agency at no extra cost.

- **Ordering Documents**—The attached West Order Form and license agreement (General Terms and Conditions--Thomson Reuters Legal Products and Services) provide complete details regarding West’s offer. These documents will be incorporated by reference into and made part of any contract awarded to West. In addition, access to and usage of CLEAR requires completion of the then-current Account Validation and Certification (AVC) Form. (Current copies of these documents are included in Appendix D.)
- **Contractor Information**—Any contract resulting from this proposal will be with:

<b>Legal Contracting Entity:</b>	West Publishing Corporation
<b>Doing Business As (DBA):</b>	West, a Thomson Reuters business
<b>Corporate Address:</b>	610 Opperman Drive, Eagan, MN 55123
<b>Remittance Address:</b>	P.O. Box 6292, Carol Stream, IL 60197-6292
<b>Federal Tax ID #:</b>	41-1426973
<b>DUNS #:</b>	14-850-8286
<b>Cage Code:</b>	89101

- **Ordering Instructions**—Authorized purchasing agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form and any necessary credentialing documents, and attaching the applicable West Order Form with the content/pricing option selected by the purchasing agency. Note that all Order Forms must reference the State Contract number and the Option(s) selected.
- **Signature Requirements**— The applicable Order Form and any related documentation must be signed by an authorized representative. In lieu of a signed Order Form, an agency must submit a Purchase Order that contains the following incorporating clause: “This Purchase Order incorporates the attached West Order Form made pursuant to the DIR Contract No. DIR-LGL-CALIR-02.”

- **Order Processing**—Orders will be processed as follows:
  - **Options 1 and 2:** Service will begin 5-7 days following receipt of a fully executed, clean, and process-able West Order Form, and after any necessary credentialing has been completed.
  - **Option 3:** Service will begin the first day of the first month following receipt of the fully executed West Order Form and after any necessary credentialing has been completed, provided adequate time is available for implementing the contract. In general, to implement a contract, West must receive the fully executed, applicable West Order Form no later than five business days prior to the end of the month preceding the start of service.

Orders received that do not follow these guidelines will not be accepted or will delay processing.

- **Survivability**—At the time of expiration or cancellation of the Contract, any existing multi-year agreement between West and a purchasing agency will remain in effect and continue to exist under the terms and conditions of the Contract, including payment for services, until the term expires as set forth in the multi-year agreement.

## SOFTWARE LICENSE AGREEMENTS AND SAMPLE ORDERING DOCUMENTS

Copies of West's software license agreements and ordering documents/forms are part of Appendix D.





## Airport & Aviation Consultants

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January 10, 2022

Mr. Alex Rupp  
Jack Brooks Regional Airport  
4875 Parker Drive  
Beaumont, Texas 77705

Via Electronic Mail  
arupp@co.jefferson.tx.us

Re: Independent Fee Estimate  
Terminal HVAC Rehabilitation Design and Related Services

Dear Mr. Rupp:

QED is pleased to submit this proposal to prepare independent fee estimate for the subject engineering design and related professional services as detailed in the scope of services prepared by your consultant, Sigma Engineers.

Our independent fee estimate will be based on the scope of services as prepared by your consultant. We will prepare a spreadsheet that identifies the hours required by classification of personnel and an allowance for expenses as presented in the scope of services. Hourly rates that we typically apply when budgeting our projects will be used to develop the lump sum fee. Project expenses will also consider relevant travel expenses based on the location of the consultant. The spreadsheet and accompanying narrative will constitute the deliverables for our services and be provided electronically.

During the course of our analyses, it may be necessary to clarify or otherwise discuss the intent of a specific project activity. These discussions will be accommodated via telephone conferences; no travel to the Airport site or other locations is provided for in the preparation of the independent fee estimates. We anticipate providing our deliverables within 15 business days from your notice to proceed. In the event that additional discussions and/or revisions are required after submittal of our independent fee estimate, these will be performed pursuant to the terms of a new agreement.

Our proposal for the independent fee estimate is a lump sum amount of \$7,180. We will invoice for our services upon presentation of each deliverable and payment in full is due within **30** calendar days of receipt. If the above is acceptable, please have a duly authorized official sign below and return a copy of this letter agreement to us, or alternatively, please provide a purchase order in accordance with your standard contracting procedures. Should you require further information or materials, please let us know.

Mr. Alex Rupp  
January 10, 2022  
Page 2

We appreciate this opportunity to continue to be of assistance and look forward to your favorable reply.

Sincerely,

*Ronald F. Price*

Ronald F. Price, P.E.  
Principal

RFP/pss

Read and Accepted:

Printed Name: Jeff R. Branick, Jefferson County Judge

Date: January 25, 2022

*Laudie Leister*  
**ATTEST**

**DATE 1-25-22**

**LAUDIE LEISTER  
COUNTY CLERK**



QED



# CLAYBAR

Haven of Rest Cemetery

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

January 18, 2022

Susan Anaya  
Jefferson County Public Health Department  
1295 Pearl St.  
Beaumont, TX 77701

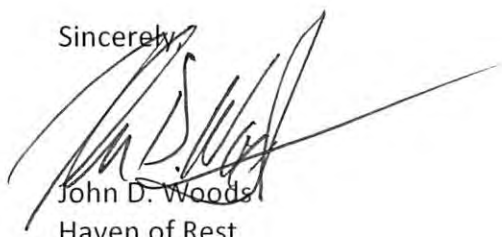
Dear Susan,

Enclosed you will find a Purchase Agreement from Claybar Haven of Rest Cemetery for 50 indigent burial spaces at **\$305.00/space**; your reference **#IFB 18-036/YS**.

***Please have Judge Branick sign the attached contract and send the contract back to me. I will assign our contract number to it once payment is received so that the check date and contract date are the same. I will then forward you a copy with our contract number on it.***

Warren & I appreciate this opportunity to assist Jefferson County with its indigent burial program. Should you need anything else please call me.

Sincerely,



John D. Woods  
Haven of Rest

Enclosures (3)



CONTRACT # 2022-03-???

Hillcrest Memorial Gardens, Inc

Orange Forest Lawn

Claybar Haven of Rest

Burial # \_\_\_\_\_

P.O. Box 2060

P.O. Box 2060

Cemetery &amp; Crematory

Reference(s) # \_\_\_\_\_

4560 Hwy 87 South

2312 Irving

P.O. Box 27

Orange, Texas 77631-2060

Orange, Texas 77631-2060

Hwy 90 at Green Pond Road

(409) 735-7145

(409) 735-7145

Beaumont, Texas 77704

(409) 892-3456

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

**PURCHASE AGREEMENT**I, (We), Jefferson County Public Health Dept.

#IFB 18-036/YS

Email: \_\_\_\_\_

Address: 1295 PEARL ST.BEAUMONT, TX 77701Phone #: 409-835-8530

hereby agree to purchase, subject to the provisions on the reverse side of this agreement and the rules and regulations of:

☐ Hillcrest Memorial Gardens, Inc☐ Orange Forest Lawn☒ Claybar Haven of Rest & Crematory

(Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated at the price and terms as follows:

**PROPERTY DESCRIPTION**Garden: SERENITYSection: \_\_\_\_\_ Lot: \*Block: \* Spaces: \*

Section: \_\_\_\_\_ Block: \_\_\_\_\_

Block: \_\_\_\_\_ Spaces: \_\_\_\_\_

No. of Spaces \_\_\_\_\_ Square Ft \_\_\_\_\_

Mausoleum Unit \_\_\_\_\_

Crypt \_\_\_\_\_ Level \_\_\_\_\_

Special Note: If any item listed is in reference to Memorialization, Granite, Scrolls and/or Service Arrangements an appropriate "MEMORIAL ORDER" and/or "REQUEST AND AUTHORIZATION" must be completed and made part of this agreement.

PAYMENT: \_\_\_\_\_

CFH/CKW/FF CONTRACT # \_\_\_\_\_

**MERCHANDISE - PROPERTY - SERVICES**

Price Itemization:	ITEM DESCRIPTION	COST
QTY		
50	A. Ground Space.....	\$245.96/ea \$12,298.00
	B. Mausoleum.....	\$.....
	C. Niche.....	\$.....
	D. Discount.....	\$.....
	Net Property sale (A,B, or C-D).....	\$.....
50	Perpetual Care.....	\$59.04/ea \$2,952.00
	Deed Fee.....	\$.....
	Liner Installation Fee.....	\$.....
	Opening & Closing.....	\$.....
	E. Memorial.....	\$.....
	Memorial Installation Fee.....	\$.....
	F. Granite Base.....	\$.....
	G. Memorial Discount.....	\$.....
	Net Memorial Sales (E or F-G).....	\$.....
	Sales Tax.....	\$.....
	TOTAL PRICE (target).....	\$.....
	Allowance(s).....	\$.....
	Other Applicable Discounts.....	\$.....
	ADJUSTED SALES PRICE.....	\$15,520.00

Notations: \* SEE SEPARATE ATTACHMENT FOR LOT, BLOCK & SPACE DESCRIPTIONS.

CREDITOR-SELLER: HILLCREST MEMORIAL GARDENS, INC				
ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)	FINANCE CHARGE (The dollar amount the credit will cost you)	AMOUNT FINANCED (The amount of credit provide to You or on your behalf)	TOTAL OF PAYMENTS (The amount You will have paid after You have made all payments as scheduled)	TOTAL SALE PRICE (The total cost of your purchase on credit including your down payment of)
0.00 %	0.00 %	\$	\$	\$
Your payment schedule is:				
Number of payments	Amount of payments	When payments are due		
0	\$ 0.00	Beginning until paid in full		
	\$	N/A		
PREPAYMENT: If You pay off early, You will not have to pay a penalty.				
ADDITIONAL INFORMATION: See your contract documents for information about nonpayment, default, the right to accelerate, and the requirement for payment in full before delivery of contracted goods and services by the Seller.				

**RIGHTS OF PURCHASER AND SELLER**

Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation (on reverse side of contract) at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein. 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge.

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the Buyer has executed

this 25th day of January, 2022

Buyer

FSA

Issue Deed to Jefferson County Public Health Dept.

Accepted By



ATTEST Laurie Leister  
DATE 1-25-22  
LAURIE LEISTER  
COUNTY CLERK



# CLAYBAR

Haven of Rest Cemetery

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT  
INDIGENT BURIAL PROGRAM

#IFB 18-036/YS

January 18, 2022

50 Burial Space Purchase

<u>Garden</u>	<u>Lot</u>	<u>Block</u>	<u>Space #'s</u>	<u># of Spaces</u>
Serenity	66	B	1	1
Serenity	66	D	1,2,3,4	4
Serenity	67	B	1,2,3,4	4
Serenity	67	D	1,2,3,4	4
Serenity	68	B	1,2,3,4	4
Serenity	68	D	1,2,3,4	4
Serenity	69	B	1,2,3,4	4
Serenity	69	D	1,2,3,4	4
Serenity	69	E	1,2,3,4	4
Serenity	70	B	1,2,3,4	4
Serenity	70	D	1,2,3,4	4
Serenity	71	B	1,2,3,4	4
Serenity	71	D	1,2,3,4	4
Serenity	72	B	1	1
TOTAL				50




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

---

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

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark   
Purchasing Agent

Date: January 19, 2022

Re: Disposal of Scrap Property

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

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

January 25, 2022

DEPARTMENT	DESCRIPTION OF PROPERTY	VIN	ASSET NO.
SHERIFF	2016 CHEVROLET TAHOE	1GLCDEC9GR298821	35906
<i>contact person: Joe Zurita</i>			

Approved by Commissioners' Court: \_\_\_\_\_

**Sylvia Moore**

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**To:** Joe Zurita  
**Subject:** RE: diposal of vehicle to scrap yard

---

**From:** Joe Zurita <jzurita@co.jefferson.tx.us>  
**Sent:** Wednesday, January 19, 2022 9:07 AM  
**To:** smooore@co.jefferson.tx.us  
**Subject:** diposal of vehicle to scrap yard  
**Importance:** High

Good morning Ms. Silvia can you please add this vehicle to the next Commissioners Court Agenda for disposal to the scrap yard for recycling.

I have used up all available parts off this vehicle. This vehicle was wrecked and the other driver did not have insurance.  
Thank you

Patrol	1240	2016	Chevy	Tahoe	136-1888
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VIN 1GNLCDEC9GR298821



# MEMO

TO: Fran Lee

DEPARTMENT: Auditing

DATE: January 19, 2022

RE: Laptop Computer and Software

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Please transfer \$1,550.00 from Travel Expenses (120-414.50-62)  
 To Computer Equipment (120-1014-414.60-02) for the purchase of a  
 Dell Laptop and Software.

The computer quote is: \$1,226.01

Software: 290.60

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Total \$1,516.61



## A quote for your consideration

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

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

<b>Quote No.</b>	<b>3000109829693.1</b>	<b>Sales Rep</b>	Michael Goff
<b>Total</b>	<b>\$1,226.01</b>	<b>Phone</b>	(800) 456-3355, 6179816
<b>Customer #</b>	530018967807	<b>Email</b>	Michael_Goff@Dell.com
<b>Quoted On</b>	Jan. 18, 2022	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Feb. 17, 2022		JEFFERSON COUNTY
	Texas Department of		1149 PEARL ST
<b>Contract Name</b>	Information Resources (TX		7TH FL
	DIR)		BEAUMONT, TX 77701-3635
<b>Contract Code</b>	C000000006841		
<b>Customer Agreement #</b>	TX DIR-TSO-3763		
<b>Deal ID</b>	23353538		

### Message from your Sales Rep

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

Regards,  
Michael Goff

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
RECIEVING DEPT	Standard Ground
JEFFERSON COUNTY	
1149 PEARL ST	
7TH FL	
BEAUMONT, TX 77701-3635	
(409) 835-8593	

Product	Unit Price	Quantity	Subtotal
Dell USB Slim DVD±RW drive - DW316	\$41.00	1	\$41.00
Dell Latitude 5520	\$1,185.01	1	\$1,185.01

---

<b>Subtotal:</b>	<b>\$1,226.01</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$1,226.01</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$1,226.01</b>

## Shipping Group Details

### Shipping To

RECIEVING DEPT  
JEFFERSON COUNTY  
1149 PEARL ST  
7TH FL  
BEAUMONT, TX 77701-3635  
(409) 835-8593

### Shipping Method

Standard Ground

	Quantity	Subtotal
<b>Dell USB Slim DVD±RW drive - DW316</b>	<b>\$41.00 1</b>	<b>\$41.00</b>
Estimated delivery if purchased today: Jan. 26, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763		

Description	SKU	Unit Price	Quantity	Subtotal
Dell USB Slim DVD±RW drive - DW316	429-AAUQ	-	1	-
			<b>Quantity</b>	<b>Subtotal</b>
		<b>\$1,185.01</b>	<b>1</b>	<b>\$1,185.01</b>

**Dell Latitude 5520**  
Estimated delivery if purchased today:  
Feb. 02, 2022  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5520 XCTO Base	210-AYNN	-	1	-
10th Generation Intel Core i5-10310U (4 Core, 6M cache, base 1.7GHz, up to 4.4GHz, vPro)	379-BDVG	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport for Software 3 Year	528-CHEB	-	1	-
Assembly base	338-BXRY	-	1	-
i5-10310U vPro, Intel UHD Graphics, Thunderbolt	338-BXSG	-	1	-
ME Disable Manageability	631-ACTE	-	1	-
8GB, 1x8GB, DDR4 Non-ECC	370-AFVS	-	1	-
No Additional Hard Drive	401-AADF	-	1	-
M.2 128GB PCIe NVMe Class 35 Solid State Drive	400-BKUY	-	1	-
LCD back cover for Latitude 5520 WLAN Only	320-BECL	-	1	-
HD Camera Bezel with Mic	325-BDZF	-	1	-
15.6" HD (1366x768) Non-Touch, Anti-Glare, TN, 220nits	391-BFPP	-	1	-
Palmrest, No Security, Thunderbolt 4	346-BGVS	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	1	-
Wireless Intel AX201 WLAN Driver	555-BGGN	-	1	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BGGT	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
4 Cell 63Whr ExpressCharge™ Capable Battery	451-BCSW	-	1	-
E4 65W Type-C EPEAT Adapter	492-BCXP	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-

OS-Windows Media Not Included	620-AALW	-	1	-
E4 Power Cord 1M for US	537-BBBL	-	1	-
Quick Start Guide	340-CTXV	-	1	-
US Order	332-1286	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Custom Configuration	817-BBBB	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Windows PKID Label	658-BFDQ	-	1	-
Mix Model 65W adapter + CML CPU	340-CTZW	-	1	-
Intel Core i5 Processor Label	340-COTH	-	1	-
No Mouse	570-AADK	-	1	-
No Resource USB Media	430-XXYG	-	1	-
ENERGY STAR Qualified	387-BBPI	-	1	-
BTO Standard Shipment (VS)	800-BBQK	-	1	-
No UPC Label	389-BCGW	-	1	-
No Removable CD/DVD Drive	429-AATO	-	1	-
5520 Laptop Bottom Door Integrated Graphics	321-BGBG	-	1	-
No AutoPilot	340-CKSZ	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	1	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	1	-
System Box Asset Label	365-0538	-	1	-

<b>Subtotal:</b>	<b>\$1,226.01</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$1,226.01</b>

## Important Notes

### Terms of Sale

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

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

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

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

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

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

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

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

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

Hi,

Below is the quote for the products you have requested. Please send all new requests to [texas@shi.com](mailto:texas@shi.com).

If you have any questions regarding this quote, feel free to contact me at [Jeff\\_Rosen@SHI.com](mailto:Jeff_Rosen@SHI.com).

Regards,  
Jeff



#### Pricing Proposal

<b>Quotation #:</b>	21489492
<b>Description:</b>	Select Plus - Microsoft Office Standard
<b>Created On:</b>	Jan-18-2022
<b>Valid Until:</b>	Jan-31-2022

### County of JEFFERSON

#### Amy Serrant

1149 Pearl Street  
Beaumont, TX 77701-3638  
United States  
Phone: 409-835-8447  
Fax:  
Email: [aserrant@co.jefferson.tx.us](mailto:aserrant@co.jefferson.tx.us)

### Senior Inside Account Manager

#### Jeff Rosen

3828 Pecana Trail  
Austin, TX 78749  
Phone: 800-870-6079 ext 8686150  
Fax: (512)732-0232  
Email: [Jeff\\_Rosen@shi.com](mailto:Jeff_Rosen@shi.com)

[Click here to order this quote](#)

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Office Std 2021 Sngl LTSC Microsoft - Part#: 021-10695 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	1	\$290.60	\$290.60
Subtotal			\$290.60
Shipping			\$0.00
Total			\$290.60

#### Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

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

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

# MEMO

TO: Fran Lee

DEPARTMENT: Auditing

DATE: January 19, 2022

RE: Moving funds from Extra Help to Contractual Services for the hiring of Theresa Goodness

---

Please transfer \$19,000.00 from Extra Help (120-414.10-05) to Contractual Services (120-1-14-414.50-77) for the hiring of Theresa Goodness at the rate of \$60.00 per hour for no more than 10 hours per week.

Thank you,

Laurie Leister



PGM: GMCOMMV2	DATE 01-25-2022		PAGE: 1 57 TOTAL
NAME	AMOUNT	CHECK NO.	
JURY FUND			
CDW COMPUTER CENTERS, INC.	52.08	491542	
DAWN DONUTS	52.50	491614	104.58**
ROAD & BRIDGE PCT.#1			
ENTERGY	934.56	491500	
REPUBLIC SERVICES	38.00	491613	972.56**
ROAD & BRIDGE PCT.#2			
MUNRO'S	20.00	491509	
RITTER @ HOME	32.99	491520	
SETZER HARDWARE, INC.	178.18	491523	
SUPERIOR SUPPLY & STEEL	105.00	491550	
LOWE'S HOME CENTERS, INC.	37.04	491565	
CENTERPOINT ENERGY RESOURCES CORP	126.78	491574	
MARTIN MARIETTA MATERIALS	635.12	491611	
REPUBLIC SERVICES	76.25	491613	1,211.36**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	127.15	491489	
BEAUMONT ENTERPRISE	455.00	491495	
FARM & HOME SUPPLY	4.04	491497	
GULF COAST AUTOMOTIVE, INC.	13.12	491499	
MUNRO'S	33.15	491509	
TAC - TEXAS ASSN. OF COUNTIES	250.00	491533	
VULCAN INC	969.00	491567	
NORTHERN TOOL AND EQUIPMENT	56.71	491592	
SILSBEE FORD INC	814.83	491604	
REPUBLIC SERVICES	29.02	491613	
SMITTY'S HAMSHIRE GULF	14.00	491615	
ALL TERRAIN EQUIPMENT CO	43.98	491617	2,810.00**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	465.12	491485	
JOHNSTONE SUPPLY	166.17	491488	
BEAUMONT TRACTOR COMPANY	3,096.84	491491	
M&D SUPPLY	23.45	491507	
TRANTEX, INC.	654.00	491543	
SHERWIN-WILLIAMS	922.80	491584	
INTERSTATE ALL BATTERY CENTER - BMT	249.90	491585	
FAUST ENGINEERING & SURVEYING INC	600.00	491600	
REPUBLIC SERVICES	133.50	491613	
UNITED SPEEDOMETER INC	363.00	491649	
THE SEN-WILL GROUP	187.64	491652	6,862.42**
ENGINEERING FUND			
WHITE REPROGRAPHICS	67.20	491537	
UNITED STATES POSTAL SERVICE	1.36	491559	68.56**
PARKS & RECREATION			
ENTERGY	1,061.75	491500	
RITTER @ HOME	169.86	491520	1,231.61**
GENERAL FUND			
JEFFERSON CTY. CLERK	4,323.73	491486	4,323.73*
TAX OFFICE			
OFFICE DEPOT	427.88	491513	
ACE IMAGEWEAR	39.42	491524	
TAC - TEXAS ASSN. OF COUNTIES	275.00	491531	
UNITED STATES POSTAL SERVICE	1,716.60	491559	
CUMMINS-ALLISON CORP	137.23	491596	

PGM: GMCOMMV2	DATE 01-25-2022	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
NEMO-Q	260.00	491601
COUNTY HUMAN RESOURCES		2,856.13*
MOORMAN & ASSOCIATES, INC.	170.00	491508
PINNACLE EMPLOYEE TESTING	165.00	491516
SETHRA	130.00	491526
PRE CHECK, INC.	299.50	491553
UNITED STATES POSTAL SERVICE	2.51	491559
SIERRA SPRING WATER CO. - BT	60.39	491562
AUDITOR'S OFFICE		827.40*
OFFICE DEPOT	82.86	491513
UNITED STATES POSTAL SERVICE	878.70	491559
COUNTY CLERK		961.56*
KIRKSEY'S SPRINT PRINTING	493.15	491505
TAC - TEXAS ASSN. OF COUNTIES	125.00	491532
UNITED STATES POSTAL SERVICE	231.55	491559
SIERRA SPRING WATER CO. - BT	40.92	491561
VERITRACE INC	688.75	491642
GOVERNMENT FORMS & SUPPLIES LLC	142.87	491651
COUNTY JUDGE		1,722.24*
UNITED STATES POSTAL SERVICE	.53	491559
ROCKY LAWDERMILK	2,700.00	491566
KIMBERLY PHELAN, P.C.	500.00	491578
HUBERT OXFORD IV	500.00	491582
DUNHAM HALLMARK PLLC	500.00	491591
BRADLEY LAW FIRM	500.00	491636
LAW FIRM OF NANCY HART HOFFMAN	500.00	491650
COUNTY TREASURER		5,200.53*
UNITED STATES POSTAL SERVICE	3.63	491559
PRINTING DEPARTMENT		3.63*
LINDENMEYR MUNROE	714.25	491638
BOSWORTH PAPERS	1,012.50	491641
PURCHASING DEPARTMENT		1,726.75*
REGION V EDUCATION SERVICE CENTER	300.00	491518
UNITED STATES POSTAL SERVICE	4.59	491559
GENERAL SERVICES		304.59*
B&L MAIL PRESORT SERVICE	1,104.18	491490
CASH ADVANCE ACCOUNT	115.00	491504
SPINDLETOP MHMR	34,666.91	491506
NUTRITION & SERVICES FOR SENIORS	65,000.00	491511
ADVANCED STAFFING	97.50	491541
JUSTICE OF THE PEACE, PCT. 1, PL. 2	687.83	491544
JUSTICE OF THE PEACE, PCT. 6	711.40	491545
ALLISON, BASS & MAGEE, LLP	167.50	491625
WALMART CAPITAL ONE	2.33	491648
DATA PROCESSING		102,552.65*
OFFICE DEPOT	61.19	491513
CDW COMPUTER CENTERS, INC.	310.64	491542
SKYHELM LLC	3,591.40	491620
VOTERS REGISTRATION DEPT		3,963.23*
UNITED STATES POSTAL SERVICE	43.83	491559
ELECTIONS DEPARTMENT		43.83*

PGM: GMCOMMV2	DATE 01-25-2022	AMOUNT	CHECK NO.	PAGE: 3 59 TOTAL
NAME				
SIERRA SPRING WATER CO. - BT	8.99	491561		8.99*
DISTRICT ATTORNEY				
KIRKSEY'S SPRINT PRINTING	24.95	491505		
UNITED STATES POSTAL SERVICE	186.37	491559		
THOMSON REUTERS-WEST	715.62	491599		
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	491609		
RAYMOND SHEARER	169.25	491619		
LEXIPOL	644.00	491653		1,811.19*
DISTRICT CLERK				
OFFICE DEPOT	416.33	491513		
UNITED STATES POSTAL SERVICE	251.40	491559		
AERIALINK, LLC	128.34	491637		796.07*
CRIMINAL DISTRICT COURT				
CDW COMPUTER CENTERS, INC.	186.68	491542		
LAURIE PEROZZO	900.00	491586		
DUSTIN R. GALMOR	2,550.00	491590		3,636.68*
58TH DISTRICT COURT				
UNITED STATES POSTAL SERVICE	19.81	491559		
THOMSON REUTERS-WEST	114.00	491599		133.81*
136TH DISTRICT COURT				
OFFICE DEPOT	243.33	491513		
UNITED STATES POSTAL SERVICE	1.38	491559		
THOMSON REUTERS-WEST	48.54	491599		293.25*
252ND DISTRICT COURT				
CDW COMPUTER CENTERS, INC.	186.68	491542		
UNITED STATES POSTAL SERVICE	8.25	491559		
MATUSKA LAW FIRM	900.00	491605		1,094.93*
279TH DISTRICT COURT				
ANITA F. PROVO	907.50	491517		
NATHAN REYNOLDS, JR.	925.00	491519		
KEVIN PAULA SEKALY PC	1,050.00	491522		
SOUTHEAST TEXAS WATER	91.71	491527		
GERMER PLLC	440.00	491546		
CHARLES ROJAS	110.00	491548		
UNITED STATES POSTAL SERVICE	.53	491559		
JOEL WEBB VAZQUEZ	440.00	491572		
BRITTANIE HOLMES	770.00	491595		
SHELANDER LAW OFFICE	495.00	491646		5,229.74*
317TH DISTRICT COURT				
A. MARK FAGGARD	325.00	491496		
NATHAN REYNOLDS, JR.	150.00	491519		
CHARLES ROJAS	300.00	491548		
ALLEN PARKER	450.00	491587		
WILLIAM FORD DISHMAN	900.00	491602		
MATUSKA LAW FIRM	850.00	491605		
TARA SHELANDER	1,500.00	491606		4,475.00*
JUSTICE COURT-PCT 1 PL 1				
UNITED STATES POSTAL SERVICE	28.17	491559		28.17*
JUSTICE COURT-PCT 1 PL 2				
KIRKSEY'S SPRINT PRINTING	53.60	491505		
UNITED STATES POSTAL SERVICE	16.14	491559		69.74*
JUSTICE COURT-PCT 6				

PGM: GMCOMMV2	DATE 01-25-2022	AMOUNT	CHECK NO.	PAGE: 4 60 TOTAL
NAME				
UNITED STATES POSTAL SERVICE		43.73	491559	
JUSTICE COURT-PCT 7				43.73*
BEAUMONT ENTERPRISE		132.55	491494	
COUNTY COURT AT LAW NO.1				132.55*
UNITED STATES POSTAL SERVICE		.92	491559	
LEXIS-NEXIS		83.00	491560	
COUNTY COURT AT LAW NO. 2				83.92*
JACK LAWRENCE		300.00	491487	
UNITED STATES POSTAL SERVICE		22.59	491559	
LAURIE PEROZZO		300.00	491586	
LAW OFFICE OF CHARLES MCINTOSH		250.00	491632	
LAW OFFICE OF GILES R COLE & ASSOC		250.00	491644	
COUNTY COURT AT LAW NO. 3				1,122.59*
A. MARK FAGGARD		400.00	491496	
JOHN D WEST		300.00	491552	
UNITED STATES POSTAL SERVICE		18.44	491559	
LAURIE PEROZZO		250.00	491586	
COURT MASTER				968.44*
BUDDIE J HAHN		626.98	491628	
MEDIATION CENTER				626.98*
UNITED STATES POSTAL SERVICE		3.69	491559	
SHERIFF'S DEPARTMENT				3.69*
UNITED STATES POSTAL SERVICE		1,189.54	491559	
REPUBLIC SERVICES		38.00	491613	
JAIL - NO. 2				1,227.54*
CITY OF BEAUMONT - WATER DEPT.		21,346.47	491492	
W.W. GRAINGER, INC.		412.96	491498	
M&D SUPPLY		88.58	491507	
OFFICE DEPOT		446.46	491513	
OVERHEAD DOOR CO.		169.50	491514	
WHOLESALE ELECTRIC SUPPLY CO.		1,053.92	491538	
TEXAS GAS SERVICE		833.41	491568	
MARK ELLIS		7.69	491579	
INDUSTRIAL & COMMERCIAL MECHANICAL		919.00	491594	
CONSTELLATION NEWENERGY - GAS DIVIS		4,220.92	491598	
GALLS LLC		367.50	491610	
REPUBLIC SERVICES		5,835.84	491613	
TND WORKWEAR CO LLC		164.75	491616	
CORRHEALTH LLC		18,293.45	491621	
TRINITY SERVICES GROUP INC		24,979.92	491626	
ES OPCO USA LLC		35.00	491633	
CONSTELLATION NEWENERGY - GAS DIVIS		4,220.92	491655	
JUVENILE PROBATION DEPT.				83,396.29*
UNITED STATES POSTAL SERVICE		19.04	491559	
JUVENILE DETENTION HOME				19.04*
CITY OF BEAUMONT - WATER DEPT.		3,968.20	491492	
SANITARY SUPPLY, INC.		231.50	491521	
S.E. TEXAS BUILDING SERVICE		2,600.00	491525	
FLOWERS FOODS		33.64	491570	
BEN E KEITH FOODS		194.99	491571	
CENTERPOINT ENERGY RESOURCES CORP		172.25	491574	
REPUBLIC SERVICES		476.00	491613	
CONSTABLE PCT 1				7,676.58*

PGM: GMCOMMV2	DATE 01-25-2022	AMOUNT	CHECK NO.	PAGE: 5 61 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	47.09	491559		47.09*
CONSTABLE-PCT 2				
TEXAS STATE UNIVERSITY SAN MARS	75.00	491528		75.00*
CONSTABLE-PCT 6				
UNITED STATES POSTAL SERVICE	4.15	491559		4.15*
CONSTABLE PCT. 7				
TND WORKWEAR CO LLC	134.00	491616		134.00*
HEALTH AND WELFARE NO. 1				
OFFICE DEPOT	262.91	491513		
MCKESSON MEDICAL-SURGICAL INC	461.40	491547		
UNITED STATES POSTAL SERVICE	64.09	491559		
EZEAL D EDE MD	3,245.08	491634		4,033.48*
HEALTH AND WELFARE NO. 2				
ENTERGY	70.00	491501		
OFFICE DEPOT	454.94	491513		
EZEAL D EDE MD	3,245.08	491634		3,770.02*
NURSE PRACTITIONER				
LESLIE RIGGS	14.22	491607		
SERVET MUHITTIN SATIR	1,000.00	491645		1,014.22*
CHILD WELFARE UNIT				
J.C. PENNEY'S	3,044.64	491564		3,044.64*
MAINTENANCE-BEAUMONT				
W.W. GRAINGER, INC.	116.96	491498		
M&D SUPPLY	156.68	491507		
RITTER @ HOME	1,029.75	491520		
ACE IMAGEWEAR	235.96	491524		
AT&T	71.12	491530		
CDW COMPUTER CENTERS, INC.	45.59	491542		
TEXAS FIRE & COMMUNICATIONS	95.00	491551		
REPUBLIC SERVICES	1,428.00	491613		
AT&T CORP	5,659.17	491640		8,838.23*
MAINTENANCE-PORT ARTHUR				
ENTERGY	4,053.11	491500		
NOACK LOCKSMITH	36.00	491510		
PARKER LUMBER	3.88	491588		
NELSON WATER GARDEN & NURSERY	140.91	491612		
K & M OPERATIONS LLC	390.00	491635		
WALMART CAPITAL ONE	34.20	491648		4,658.10*
MAINTENANCE-MID COUNTY				
W.W. GRAINGER, INC.	723.95	491498		
RITTER @ HOME	32.99	491520		
SETZER HARDWARE, INC.	47.65	491523		
CENTERPOINT ENERGY RESOURCES CORP	184.47	491574		
REPUBLIC SERVICES	76.25	491613		1,065.31*
SERVICE CENTER				
HI-LINE	268.60	491502		
J.K. CHEVROLET CO.	571.90	491503		
M&D SUPPLY	.42	491507		
PHILPOTT MOTORS, INC.	607.24	491515		
S.E. TEXAS AUTO EQUIPMENT	61.58	491540		
JEFFERSON CTY. TAX OFFICE	7.50	491554		

PGM: GMCOMMV2	DATE 01-25-2022	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	491555
JEFFERSON CTY. TAX OFFICE	7.50	491556
JEFFERSON CTY. TAX OFFICE	7.50	491557
MODICA BROS. TIRES & WHEELS	466.90	491563
BUMPER TO BUMPER	128.24	491573
AMERICAN TIRE DISTRIBUTORS	2,644.76	491583
ADVANCE AUTO PARTS	714.25	491597
REPUBLIC SERVICES	76.25	491613
THE GOODYEAR TIRE & RUBBER COMPANY	5,962.06	491622
O'REILLY AUTO PARTS	179.64	491623
TWIN CITY HONDA	6.70	491643
		11,718.54*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	7.49	491559
		7.49*
		275,775.46**
MOSQUITO CONTROL FUND		
CITY OF NEDERLAND	31.90	491493
CENTERPOINT ENERGY RESOURCES CORP	164.90	491574
TDATA, INC	507.95	491577
LJA ENGINEERING INC	3,167.50	491593
REPUBLIC SERVICES	76.25	491613
O'REILLY AUTO PARTS	35.88	491623
		3,984.38**
J.C. FAMILY TREATMENT		
MARY BEVIL	1,188.00	491631
JUMPSTART WELLNESS & RECOVERY CTR	400.00	491654
		1,588.00**
GRANT A STATE AID		
HAYS COUNTY	12,214.00	491539
BI INCORPORATED	324.00	491549
GRAYSON COUNTY DEPT OF JUVENILE	4,151.49	491608
RITE OF PASSAGE	1,634.14	491630
		18,323.63**
COMMUNITY SUPERVISION FND		
TIME WARNER COMMUNICATIONS	116.64	491535
UNITED STATES POSTAL SERVICE	101.52	491559
JCCSC	90.00	491589
		308.16**
JEFF. CO. WOMEN'S CENTER		
AT&T	145.82	491530
TIME WARNER COMMUNICATIONS	49.14	491534
REPUBLIC SERVICES	123.82	491613
		318.78**
COUNTY CLERK - RECORD MGT		
MANATRON	11,584.24	491581
		11,584.24**
COUNTY RECORDS MANAGEMENT		
UNITED STATES POSTAL SERVICE	.92	491559
		.92**
CONST. PCT. 8 EDUCATION		
TEXAS STATE UNIVERSITY SAN MARS	315.00	491529
		315.00**
HOTEL OCCUPANCY TAX FUND		
OFFICE DEPOT	65.75	491513
FORD PARK	23,000.00	491569
DISH NETWORK	130.70	491580
REPUBLIC SERVICES	76.25	491613
AT&T CORP	265.00	491640
		23,537.70**
COASTAL RESTORATION PRJCT		
TIM RICHARDSON	9,000.00	491603
		9,000.00**
AIRPORT FUND		

PGM: GMCOMMV2	DATE 01-25-2022	PAGE: 7 63
NAME	AMOUNT	CHECK NO. TOTAL
CASH ADVANCE ACCOUNT	42.72	491504
TIME WARNER COMMUNICATIONS	105.54	491536
CENTERPOINT ENERGY RESOURCES CORP	355.88	491574
REPUBLIC SERVICES	653.31	491613
TITAN AVIATION FUELS	116,024.75	491624
		117,182.20**
SE TX EMP. BENEFIT POOL		
EXPRESS SCRIPTS INC	118,355.02	491618
UNITED HEALTHCARE SERVICES INC	944.00	491629
BAY BRIDGE ADMINISTRATORS LLC	163,298.31	491639
		282,597.33**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	491594
REPUBLIC SERVICES	3,097.59	491613
		4,749.59**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	6,880.53	491575
TRISTAR RISK MANAGEMENT	4,351.98	491576
		11,232.51**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	14,615.00	491466
CLEAT	288.00	491467
JEFFERSON CTY. TREASURER	12,885.93	491468
RON STADTMUELLER - CHAPTER 13	182.31	491469
INTERNAL REVENUE SERVICE	208.00	491470
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,000.00	491471
JEFFERSON CTY. COMMUNITY SUP.	7,742.84	491472
JEFFERSON CTY. TREASURER - HEALTH	540,528.16	491473
JEFFERSON CTY. TREASURER - PAYROLL	2,011,698.85	491474
JEFFERSON CTY. TREASURER - PAYROLL	717,216.29	491475
MONY LIFE INSURANCE OF AMERICA	72.54	491476
POLICE & FIRE FIGHTERS' ASSOCIATION	1,975.05	491477
JEFFERSON CTY. TREASURER - TCDRS	809,929.21	491478
JEFFERSON COUNTY TREASURER	2,917.69	491479
JEFFERSON COUNTY - TREASURER -	8,268.28	491480
NECHES FEDERAL CREDIT UNION	34,818.16	491481
JEFFERSON COUNTY - NATIONWIDE	88,153.75	491482
INVESCO INVESTMENT SERVICES, INC	1,094.99	491483
NORTH CAROLINA DEPT OF REVENUE	168.12	491484
		4,256,763.17**
ARRC CORONAVIRUS RECOVERY		
CITY OF BEAUMONT - WATER DEPT.	41.36	491492
ENTERGY	1,951.53	491500
EASTEX ASSETS LLC	13,000.00	491647
		14,992.89**
MARINE DIVISION		
ENTERGY	705.53	491500
		705.53**
SHERIFF - COMMISSARY		
VICTORY SUPPLY LLC	3,864.00	491627
WALMART CAPITAL ONE	159.28	491648
		4,023.28**
		5,050,243.86***

**AGENDA ITEM****January 25, 2022**

Consider, possibly approve, authorize the County Judge to execute, receive and file a release of easement from Jefferson County to the Texas Board of Criminal Justice to facilitate the acquisition an easement by Lamar Port Arthur.





## RELEASE OF EASEMENT

STATE OF TEXAS

\*

EASEMENT

COUNTY OF JEFFERSON

KNOW BY ALL THESE PRESENTS

That the Commissioners Court of Jefferson County, Texas does pursuant to action authorized by that Court, does;

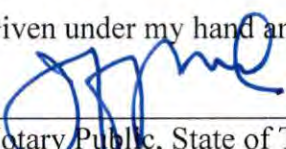
1. Hereby relinquish any and rights heretofore granted to Jefferson County by the Texas Board of Criminal Justice in the areas of approximately 0.0974 acres, Tract 1, which is described in more particularity in attached Exhibit "A" attached hereto and which was filed in the Jefferson County, Texas Deed Records in file 2020029668;
2. This conveyance is made for good and valuable consideration of Ten (\$10.00) Dollars and other good and valuable consideration;
3. Jefferson County does forever remise, relinquish and release all certain easement interests in Tract 1 which were created pursuant to the easement granted on August 18, 2020.

STATE OF TEXAS

JEFFERSON COUNTY

Before me undersigned authority, on this day personally appeared Jeff R. Branick, Jefferson County Judge, known to me personally, who executed this instrument for the purposes stated therein.

Given under my hand and seal of office this 25<sup>th</sup> day of JANUARY, 2022.

  
Notary Public, State of Texas  
My Commission expires 02-07-2023

Printed Name: JEFF R. Branick, Jefferson  
County Judge



8 pgs  
EAS

2020029668

# The State of Texas



STILES	JEFFERSON
Unit	County
RIGHT-OF-WAY	
Type	

## EASEMENT

STATE OF TEXAS                   §  
   §     KNOW ALL MEN BY THESE PRESENTS  
 COUNTY OF                       §

1. That the **TEXAS BOARD OF CRIMINAL JUSTICE**, (GRANTOR), pursuant to action of the Board at its meeting on August 14, 2020 acting by its duly authorized chairman, on behalf of the State of Texas, under authority granted by section 496.004, Texas Government Code, hereby grants unto Jefferson County, (GRANTEE), its successors or assigns, an Easement consisting of an area of approximately 0.4884 of an acre on the hereinafter described land (the Property) for a right-of-way with the right to construct and erect such facility and to use, operate, maintain, repair, replace, and rebuild such facility on, across and under the Property, owned by the State of Texas in Jefferson County, Texas, described as follows:

### Metes and Bounds and Maps Attached

2. This Easement shall be for a term of ten (10) years, beginning on the date of Easement execution and ending ten years thereafter, unless Grantee abandons the Easement sooner than the expiration of the Easement period. This Easement may be renewed by the Texas Board of Criminal Justice with revised terms and conditions and compensation negotiated at fair market value.

3. This grant is executed in consideration of compensation of FIVE THOUSAND and 00/DOLLARS (\$5,000.00) in hand paid by Grantee and other good and valuable consideration, which consideration is deemed fair and adequate.

4. A plat of said land, showing the area owned by the Grantor and showing the location of the Grantee's right-of-way is attached hereto and made a part of this Easement.

5. It is understood and agreed that Grantee cannot construct, erect or maintain any other facility on the Property except that specifically provided for in the first paragraph of this Easement.



6. Grantee is hereby granted the right of ingress and egress to and from said right-of-way for the purpose of constructing, erecting, maintaining, repairing, replacing, and rebuilding such facility or utilizing the Property for the purpose described above, and such right is not granted for any other purposes.

7. Grantee agrees to comply with all rules or orders, which the Grantor deems necessary for the protection and conservation of the State's lands and water. It is understood and agreed that at any time Grantor reasonably deems that construction operations with regard to said facility are adverse to the protection and conservation of the State's lands and/or waters, Grantor shall have the right to stop construction work until such adverse situation is resolved.

8. It is specifically understood and agreed that this grant is a grant of right-of-way easement only and does not grant the fee or any interests in the minerals in and to the land affected hereby. This conveyance is made subject to any and all out-standing easements covering the above-described lands and premises or any part thereof.

9. It is further understood and agreed that Grantor retains all its rights to fully enjoy the lands covered herein except as to such uses which may prevent Grantee's use and rights granted herein; such rights retained by the Grantor shall include, but are not limited to, the construction and maintenance of roads, streets and bridges; water, gas and sewer pipelines; utilities, electrical and communication lines; and agricultural production.

10. **Most-Favored Nation Clause.** Should Grantee, after the parties' execution and delivery of this Easement, enter into a similar easement agreement with another landowner where the agreement contains financial benefits for the other landowner, taken as a whole and balanced with the other terms of such agreement, are substantially superior to those in this Easement; Grantee and Grantor shall modify this Easement to incorporate the same or substantially similar superior benefits.

11. Upon termination or abandonment of this Easement for any cause, all rights herein granted shall revert to the Grantor or its assigns without the necessity of any further act, suit or action on the part of either Grantor or Grantee herein. Upon such termination or abandonment, Grantee agrees to file in the deed records of Jefferson County, Texas, a release of this Easement. Abandonment may be deemed to have occurred when said Easement and all of the rights herein granted are not used for the purposes herein granted for a continuous period of two (2) years, provided, however, such time shall be extended for such period of time that Grantee is unable to exercise its rights granted hereunder because of Force Majeure. Force majeure shall be war, insurrection, fire, flood, riot, acts of terrorism, strikes, acts of God, or any similar event or circumstance not caused, in whole or in part, by Grantee, and which is beyond the reasonable control of Grantee.

12. Grantee shall be fully liable and responsible for any damage, of any nature, arising or resulting from its own acts or omissions related to its exercise of the rights granted herein. To the extent permitted by law, Grantee agrees to and shall indemnify and hold the Grantor, the Grantor's officers, agents and employees harmless from and against claims, suit, costs, liability or damages of any kind, including strict liability claims, without limit and without regard to cause of the damages or the negligence of any party, except for the consequences of the negligent acts or willful misconduct of the Grantor, the Grantor's officers, agents, employees or invitees, arising directly or indirectly from Grantee's use of the premises (or any adjacent or contiguous land) or from any breach by Grantee of the terms, covenants or conditions contained herein, the provision of this section shall survive expiration or earlier termination of this Easement.

13. Grantee shall use the highest degree of care and all appropriate safeguards to (i) prevent pollution of air, ground, and water in and around the Property and (ii) to protect and preserve natural resources and wildlife habitat. Grantee shall comply with all applicable rules and regulations of the Texas Department of Criminal Justice and other governmental agencies responsible for the protection and preservation of public lands and waters. In the event of pollution or an incident that may result in pollution of the Property or adjacent property which is the result of Grantee's (or Grantee's employees, contractors, and agents) acts or omissions, Grantee shall immediately notify the Grantor, use all means reasonable available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resources damages caused thereby.



14. GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 (PB-89-66, 80 STATUTE 915: §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. (VERNON 2002 SUPP.). BEFORE BREAKING GROUND ON THE PROPERTY GRANTEE WILL NOTIFY GRANTOR AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, IN ACCORDANCE WITH THE PROVISIONS OF THE TEXAS NATURAL RESOURCES CODE, CHAPTER 191, §191.0525.

15. Grantee has inspected the physical and topographic condition of the Property and accepts the same "as is" in its existing physical and topographic condition. The Grantor disclaims any and all warranties of habitability, merchantability, suitability, fitness for any purpose, and any other warranty whatsoever not expressly set forth in this Easement. The Grantor and Grantee hereby agree and acknowledge that the use of the term "Grant" in no way implies that this Easement is free of liens, encumbrances and/or prior rights. Notice is hereby given to Grantee that any prior grant and/or encumbrance may be of record and Grantee is advised to examine the records in the Archives and Records Division of the Texas General Land Office, 1700 North Congress Avenue, Austin, Texas, 78701, and all other land title records of the county in which the Property is located, the provisions of this section shall survive expiration or earlier termination of this agreement.

16. If the Grantee injures or destroys any fences, bridges, buildings, or other structures on any right-of-way over public lands (other than the structures constructed by the Grantee) the Grantee shall, within a reasonable time, rebuild and repair the same to the extent that they will be in as good condition as they were before the Grantee injured or destroyed them or pay the rightful owner of such structure for the damages sustained as the result thereof. The Grantee shall pay to the Texas Board of Criminal Justice, for the benefit of the Texas Department of Criminal Justice Operating Expenses, the amount of actual damages done to state-owned fences, bridges, buildings, and other improvements, timber, growing crops, and livestock (other than property belonging to the Grantee) by reason of the constructing, erecting, maintaining, repairing, placing, and rebuilding of a facility; provided that structures repaired by the Grantee as prescribed above shall not be included.

17. Grantee shall have the right to remove any of its own property from said right-of-way, upon termination or abandonment of this Easement. If Grantee removes any pipes, poles or other equipment or structures, causing injury thereby to Grantor's surface or improvements thereon, Grantee shall restore same within one hundred eighty (180) days following injury.

18. Except as provided in paragraphs 7, in the event that Grantee fails to comply with any of the covenants, conditions, terms, undertakings or provisions hereof, Grantor shall notify Grantee in writing of said default and Grantee shall have one hundred twenty (120) days to cure the default; provided however if any such default requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done, or remedied within said period, then Grantee is deemed in compliance if Grantee commences same within said period and thereafter diligently and continuously prosecutes the same to completion, provided that such completion occur not later than one hundred eighty (180) days from the notice of default. Grantor may terminate this agreement if Grantee fails to cure a default, except a default described in paragraphs 7, within one hundred eighty (180) days from notice of default. Grantor may terminate this agreement if Grantee fails to cure a default described in paragraph 7 within fourteen (14) days. Further, no waiver of any default, breach or noncompliance with respect to any of the covenants, conditions, undertakings or provisions hereof which may be given by Grantor shall operate as a waiver of any subsequent or different breach or default or as a waiver of Grantor's rights under this paragraph.



EXECUTED this 18<sup>TH</sup> day of August, 2020.

**TEXAS BOARD OF CRIMINAL JUSTICE**

By: [Signature]  
Honorable Derrelynn Perryman, Vice-Chairman

**APPROVED AS TO LOCATION AND DESCRIPTION:**

By: [Signature]  
Bobby Lumpkin  
Director, Manufacturing, Agribusiness, and Logistics

**APPROVED AS TO LEGAL FORM:**

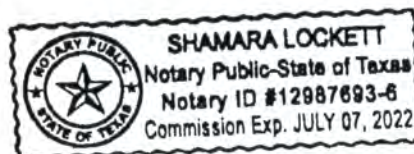
By: [Signature]  
Erik Brown  
Office of the General Counsel  
Texas Department of Criminal Justice

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared Honorable Derrelynn Perryman, Vice-Chairman of the Texas Board of Criminal Justice, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18<sup>TH</sup> day of August, 2020.

[Signature]  
Notary Public, State of Texas  
Printed Name: Shamara Lockett  
My Commission Expires: July 7, 2022



PLEASE RETURN TO:  
Manufacturing, Agribusiness, and  
Logistics, Land and Minerals  
PO Box 4013  
Huntsville, Texas 77342

TDCJ - Agribusiness, Land & Minerals  
Rhonda Jensen, Room 116  
P.O. Box 4013  
Huntsville, TX 77342 - 4013

	<h1 style="margin: 0;">SOUTEX</h1> <p style="margin: 0;">SURVEYORS &amp; ENGINEERS</p>		<p>TBPE Firm No. F-5755          TBPLS Firm No. 10123800          LA EF.0005711          3737 Doctors Drive          Port Arthur, Texas 77642          Office (409) 983.2004          Fax (409) 983.2005</p>
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**TRACT I**  
**0.0974 ACRE OF LAND**  
**OUT OF THE T. & N.O.R.R. SURVEY NO. 1, ABSTRACT NO. 257,**  
**JEFFERSON COUNTY, TEXAS**

**BEING** 0.0974 acre of land out of and a part of the T. & N.O.R.R. Survey No. 1, Abstract No. 257, Jefferson County, Texas; being part of Tract 13-B of Partition Map No. 2, The McFaddin Trust, recorded in Volume 7, Page 133, Map Records, out of a (Called 689.690) acre tract of land described in a deed to Texas Department of Criminal Justice, recorded in Film Code 102-98-2207, Official Public Records, Jefferson County, Texas; said 0.0974 acre tract being more fully described by metes and bounds as follows, to wit:

*Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.*

**BEGINNING** at a ½" steel rod found for the Northwest corner of Tract 13-B-1, plat of 117.2 acres of land, recorded in File No. 2016033831, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Southwest corner of the herein described tract; having a Texas Coordinate of N: 13941516.66, E: 3536629.25;

**THENCE**, North 07 deg., 04 min., 56 sec., East, a distance of 70.68' to a ½" steel rod, capped and marked "SOUTEX", set on the South right of way line of a dedicated road named FM Highway 3514; said ½" steel rod being the Northwest corner of the herein described tract; from which a TxDOT monument found bears North 82 deg., 55 min., 04 sec., West, a distance of 2104.01';

**THENCE**, South 82 deg., 55 min., 04 sec., East, on the South right of way line of said FM Highway 3514, a distance of 60.00' to a ½" steel rod, capped and marked "SOUTEX", set for the Northeast corner of the herein described tract; from which a ½" steel rod in concrete found bears South 82 deg., 55 min., 04 sec., East, a distance of 629.63';

**THENCE**, South 07 deg., 04 min., 56 sec., West, a distance of 70.75' to a ½" steel rod, capped and marked "SOUTEX", set on the North line of said Tract 13-B-1; said ½" steel rod being the Southeast corner of the herein described tract;

**THENCE**, North 82 deg., 50 min., 55 sec., West, on the North line of said Tract 13-B-1, a distance of 60.00' to the **POINT OF BEGINNING** and containing 0.0974 acre of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on December 30, 2019.

**Jefferson County**  
**19-1175**



 <b>SOUTEX</b> SURVEYORS & ENGINEERS	TBPE Firm No. F-5755 TBPLS Firm No. 10123800 LA EF.0005711 3737 Doctors Drive Port Arthur, Texas 77642 Office (409) 983.2004 Fax (409) 983.2005
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**TRACT II**  
**0.3910 ACRE OF LAND**  
**OUT OF THE T. & N.O.R.R. SURVEY NO. 1, ABSTRACT NO. 257**  
**JEFFERSON COUNTY, TEXAS**

BEING 0.3910 acre of land out of and a part of the T & NORR Survey No. 1, Abstract No. 257, Jefferson County, Texas; being part of Tract 14A of Partition Map No. 2, The McFaddin Trust, recorded in Volume 7, Page 133, Map Records, Jefferson County, Texas; being out of a (Called 689.690) acre tract of land described in a deed to Texas Department of Criminal Justice, recorded in Film Code 102-98-2207, Official Public Records, Jefferson County, Texas; said 0.3910 acre tract being more fully described by metes and bounds as follows, to wit:

*Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.*

**BEGINNING** at a ½" steel rod, capped and marked "SOUTEX", found for the Northeast corner of Tract 13-B-1, plat of 117.2 acres of land, recorded in File No. 2016033831, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Northwest corner of a (Called 50.234) acre tract of land described in a deed to Jefferson County, Texas, recorded in File No. 2014001255, Official Public Records, Jefferson County, Texas, and being the Southeast corner of the herein described tract; having a Texas Coordinate of N: 13941310.74, E: 3538270.46;

**THENCE**, North 82 deg., 50 min., 55 sec., West, on the North line of Tract 13-B-1, a distance of 64.68' to a ½" steel rod, capped and marked "SOUTEX", set for the Southwest corner of the herein described tract;

**THENCE**, North 14 deg., 46 min., 11 sec., West, a distance of 272.27' to a ½" steel rod, capped and marked "SOUTEX", set on the South right of way line of a dedicated road named FM Highway 3514; said ½" steel rod being the Northwest corner of the herein described tract;

**THENCE**, on the South right of way line of said FM Highway 3514 on the arc of a curve to the left having a radius of 2949.79', an arc length of 60.00', a chord bearing of North 75 deg., 48 min., 47 sec., East, a chord distance of 60.00', to a ½" steel rod, capped and marked "SOUTEX", set for the Northeast corner of the herein described tract; from which a ½" steel rod found in concrete on the South right of way line of said FM Highway 3514 bears North 69 deg., 04 min., 27 sec., East, a distance of 632.66';

**THENCE**, South 14 deg., 46 min., 11 sec., East, a distance of 295.80' to the **POINT OF BEGINNING** and containing 0.3910 acre of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on December 30, 2019.

Jefferson County  
19-1175 - 1

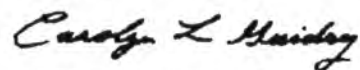






FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Carolyn L. Guidry, County Clerk  
Jefferson County, Texas

September 29, 2020 02:26:23 PM

FEE: \$0.00

2020029668

RETURN TO  
LESLIE LEISTER  
BEAUMONT, TX 77701

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

*Laurie Leister*

Laurie Leister, County Clerk  
Jefferson County, Texas

January 27, 2022 10:55:10 AM

FEE: \$0.00

2022003007





## Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 25 day of January, 2022, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

**WHEREAS**, the Jefferson County Commissioners' Court finds it in the best interest of the citizens of Jefferson County that the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center be operated for the Fiscal Year 2022– 2023; and,

**WHEREAS**, Jefferson County Commissioners' Court agrees to provide any applicable matching funds for the said project as required by the Victims of Crime Act grant application; and,

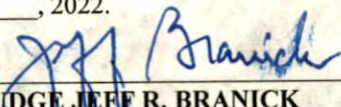
**WHEREAS**, Jefferson County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Jefferson County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full; and,


**WHEREAS**, Jefferson County Commissioners' Court designates the County Judge as the grantee's authorized official: the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

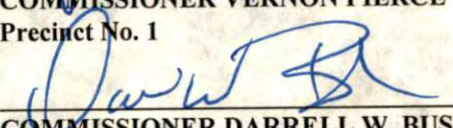
**NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS** does hereby approve submission of the grant application for the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center to the Office of the Governor, Criminal Justice Division.

Grant Application Confirmation Number: 2103211


SIGNED this 25 day of January, 2022.

  
JUDGE JEFF R. BRANICK  
County Judge

  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
COMMISSIONER DARRELL W. BUSH  
Precinct No. 2

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4







**Joleen E. Fregia**  
**Chief Deputy**  
**e-mail**  
[joleen@co.jefferson.tx.us](mailto:joleen@co.jefferson.tx.us)

**Charlie Hallmark**  
**County Treasurer**  
1149 Pearl Street – Basement  
**Beaumont, Texas 77701**

**Office (409) 835-8509**  
**Fax (409) 839-2347**  
**e-mail**  
[challmark@co.jefferson.tx.us](mailto:challmark@co.jefferson.tx.us)

January 20<sup>th</sup>, 2022

Judge Jeff R. Branick and  
Commissioner's Court  
Jefferson County Court House  
Beaumont, Texas 77701

Gentlemen:

Consider and approve Quarterly Report/wire for State Pooled Fees in the amount of \$375,999.62.

Sincerely,

A handwritten signature in blue ink, reading "Charlie Hallmark", is written over a faint, larger version of the same signature.

Charlie Hallmark, CIO



Acknowledgement and certificate of dedication by the Owner, to wit:

STATE OF TEXAS  
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT FARHAFETCHED, LLC, OWNER OF 2.432 ACRES OF LAND ALL OF LOT 1, OUT OF MID-CITY BUSINESS PARK, FILE NO. 2019009949, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, TEXAS AS CONVEYED TO THEM BY DEED DATED JULY 14, 2020, AND RECORDED IN FILE NO. 2020021107, JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 2.432 ACRES OF LAND OUT OF MID-CITY BUSINESS PARK, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

FARHAFETCHED, LLC  
GERALD W. FARHA, GENERAL MANAGER

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GERALD W. FARHA, GENERAL MANAGER OF FARHAFETCHED, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
\_\_\_\_\_, COUNTY, TEXAS  
MY COMMISSION EXPIRES \_\_\_\_\_ (DATE)

Certificate of County Approval, to-wit:

STATE OF TEXAS  
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1  
JEFFERSON COUNTY, TEXAS  
COMMISSIONER PRECINCT NO. 2  
JEFFERSON COUNTY, TEXAS  
COMMISSIONER PRECINCT NO. 3  
JEFFERSON COUNTY, TEXAS  
COMMISSIONER PRECINCT NO. 4  
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE  
JEFFERSON COUNTY, TEXAS

Certificate of Recording, to wit:

STATE OF TEXAS  
COUNTY OF JEFFERSON

I, \_\_\_\_\_, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_M., IN OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, IN FILE NO. \_\_\_\_\_.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Certification of County Director of Engineering:

I, MICHELLE FALGOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

DIRECTOR OF ENGINEERING

Certification of Surveyor:

THIS IS TO CERTIFY THAT I, ANTHONY M. LEGER, A REGISTERED LICENSED SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL CORNERS ARE PROPERLY MARKED WITH 1/2" x 24" STEEL RODS UNLESS OTHERWISE NOTED ON THIS PLAT, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE UNDER THE DIRECT SUPERVISION OF ME.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR REIED UPON AS A FINAL SURVEY DOCUMENT. PLEASE NOTE.

ANTHONY M. LEGER  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

Water Supply Note:

JEFFERSON COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 10, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

JEFFERSON COUNTY W.C.I.D. NO. 10 REPRESENTATIVE

Usage Note:

THIS SUBDIVISION IS RESTRICTED TO NON-RESIDENTIAL USE

Utility notes:  
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENERGY  
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T  
GAS UTILITY SERVICE WILL BE PROVIDED BY: NONE  
WATER UTILITY SERVICE WILL BE PROVIDED BY: JEFFERSON COUNTY W.C.I.D. NO. 10  
SEWER UTILITY SERVICE WILL BE PROVIDED BY: JEFFERSON COUNTY W.C.I.D. NO. 10  
CABLE UTILITY SERVICE WILL BE PROVIDED BY: SPECTRUM

Sewage Disposal Note:  
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Pipeline Easement Note:  
NO PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION ARE KNOWN TO EXIST.

Development Regulations Notes:  
THE CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

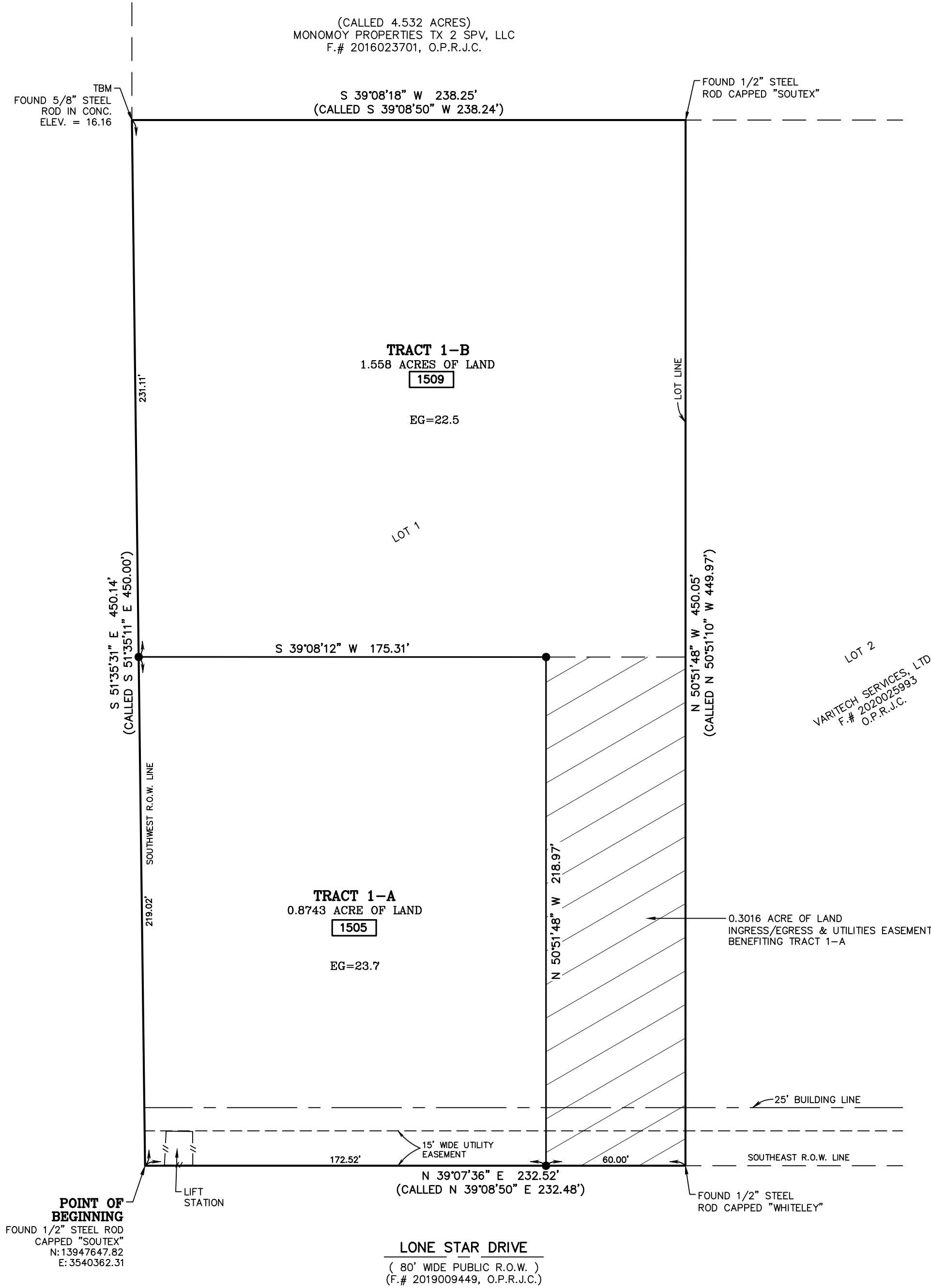
Municipal/ETJ note:  
THIS SUBDIVISION LIES PARTIALLY WITHIN THE BOUNDARIES OF THE CITY OF NEDERLAND'S AREA OF EXTRA TERRITORIAL JURISDICTION AS WELL AS A 10' WIDE STRIP OF LAND THAT IS PART OF THE CITY LIMITS OF THE CITY OF NEDERLAND. THIS SUBDIVISION LIES PARTIALLY WITHIN THE BOUNDARIES OF THE CITY OF BEAUMONT'S AREA OF EXTRA TERRITORIAL JURISDICTION.

School District plat note:  
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT.

FEMA flood plain note:  
PLATTED PARCELS OF THIS SUBDIVISION LIE WITHIN THE BOUNDARIES OF FLOOD ZONE C AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL # 480385-0170-C, DATED 11/20/91. FEMA FLOOD ZONE C DENOTES AREAS OF MINIMAL FLOODING.

Drainage Easement Note:  
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

Acceptance Of Concrete Street Into County Maintenance:  
THE CONCRETE STREET IS TO BE CONSTRUCTED TO JEFFERSON COUNTY STANDARDS, OR BETTER. BEGINNING ONE YEAR AFTER THE DIRT PIT (LOT 8 WHICH WILL BECOME A RETENTION POND) IS OFFICIALLY CLOSED BY WRITTEN LETTER TO THE PRECINCT COMMISSIONER OF JEFFERSON COUNTY, THE COUNTY ENGINEERING DEPARTMENT SHALL INSPECT THE SAID STREET. IF THE SAID STREET IS FOUND TO BE ACCEPTABLE, THEN THE STREET MAY BE INCLUDED INTO THE COUNTY MAINTENANCE PROGRAM.



2.432 ACRES OF LAND  
OUT OF MID-CITY BUSINESS PARK  
JEFFERSON COUNTY, TEXAS

BEING 2.432 acres of land, replat of all of Lot 1, Mid-City Business Park, recorded in File No. 2019009949, Official Public Records, Jefferson County, Texas, being the same tract of land described in a deed to Gerald W. Farha and J. Mark Smith, recorded in File No. 2020021107, Official Public Records, Jefferson County, Texas; said 2.432 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a ½" steel rod, capped and marked "SOUTEX", found on the intersection of the Southeast right of way line of a dedicated road named Lone Star Drive and the Southwest right of way line of a dedicated road named State Highway 347 (A.K.A Twin City Highway); said ½" steel rod being the most Northerly corner of said Lot 1 and most Northerly corner of the herein described tract, having a Texas Coordinate of N: 13947647.82, E: 3540362.31;

THENCE, South 51 deg., 35 min., 11 sec., East (Called South 51 deg., 35 min., 11 sec., East), on the Southwest right of way line of said State Highway 347, a distance of 450.14' (Called 450.00'), to a 5/8" steel rod found in concrete for the most Northerly corner of a (Called 4.532) acre tract of land described in a deed to Monomoy Properties TX 2 SPV, LLC, recorded in File No. 2016023701, Official Public Records, Jefferson County, Texas; said 5/8" steel rod being the most Easterly corner of the herein described tract;

THENCE, South 39 deg., 08 min., 18 sec., West (Called South 39 deg., 08 min., 50 sec., West), on the Northwest line of the (Called 4.532) acre tract, same being the Southeast line of said Mid-City Business Park, a distance of 238.25' (Called 238.24'), to a ½" steel rod, capped and marked "SOUTEX", found for a common corner of Lots 1 & 2 of said Mid-City Business Park; said ½" steel rod being the most Southerly corner of the herein described tract;

THENCE, North 50 deg., 51 min., 48 sec., West (Called North 50 deg., 51 min., 10 sec., West), on the common line of said Lots 1 & 2, a distance of 450.05' (Called 449.97'), to a ½" steel rod, capped and marked "WHITELEY", found for a common corner said Lots 1 & 2, on the Southeast right of way line of said Lone Star Drive; said ½" steel rod being the most Westerly corner of the herein described tract;

THENCE, North 39 deg., 07 min., 36 sec., East (Called North 39 deg., 08 min., 50 sec., East), on the Southeast right of way line of said Lone Star Drive, a distance of 232.52' (Called 232.48') to the POINT OF BEGINNING and containing 2.432 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on November 15, 2021.

Gerald W. Farha and J. Mark Smith  
LS-20-0540-R

O.P.R.J.C. = OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY

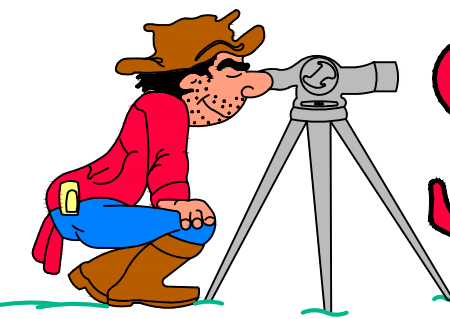
EG = EXISTING GRADE  
● = SET 1/2" STEEL ROD  
CAPPED "SOUTEX"

FEMA Flood Zone: C

Community Panel NO.: 480385-0170 C

Panel Date: 11/20/91

TRACTS 1-A & 1-B  
2.432 ACRES OF LAND  
REPLAT OF ALL OF LOT 1  
MID-CITY BUSINESS PARK  
JEFFERSON COUNTY, TEXAS



SOUTEX  
SURVEYORS & ENGINEERS

T.B.P.E. FIRM #5755 • T.X.L.S. FIRM #10123800

3737 Doctors Drive  
Port Arthur, Texas 77642  
Tel. 409.983.2004  
Fax. 409.983.2005  
soutexsurveyors.com



Acknowledgement and certificate of dedication by the Owner, to wit:

STATE OF TEXAS  
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT TRIPLEX PROPERTIES, LTD, OWNERS OF 0.7804 ACRE OF LAND PART OF THE T. & N.O.R.R. SURVEY SECTION NO. 3, ABSTRACT 258, JEFFERSON COUNTY, TEXAS, AS CONVEYED TO ME BY DEED DATED 11/20/2018, AND RECORDED IN F.# 2018040518 OFFICIAL PUBLIC RECORDS, OF REAL PROPERTY, JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE DESCRIPTION TO BE KNOWN AS THE TRACTS I, II, & "A", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETO FORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TRIPLEX PROPERTIES, LTD  
THERON L. TATE MANAGER

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THERON L. TATE, MANAGER OF TRIPLEX PROPERTIES, LTD., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

NOTARY PUBLIC IN AND FOR  
JEFFERSON COUNTY, TEXAS  
MY COMMISSION EXPIRES \_\_\_\_\_ (DATE)

Certificate of County Approval, to-wit:

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1  
JEFFERSON COUNTY, TEXAS  
COMMISSIONER PRECINCT NO. 2  
JEFFERSON COUNTY, TEXAS  
COMMISSIONER PRECINCT NO. 3  
JEFFERSON COUNTY, TEXAS  
COMMISSIONER PRECINCT NO. 4  
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE  
JEFFERSON COUNTY, TEXAS

Certification of Jefferson County Engineering:

I, MICHELLE FALGOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

COUNTY ENGINEER

Certification of Surveyor:

I, ANTHONY M. LEGER, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR REPLIED UPON AS A FINAL SURVEY DOCUMENT. PLEASE DATE.

ANTHONY M. LEGER  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481

Certificate of Recording, to wit:

\_\_\_\_\_, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_M., IN THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, IN FILE NO. \_\_\_\_\_.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

Development Regulations Notes:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETJ note:

THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF JEFFERSON COUNTY

School District Plat Note:

THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE NEDERLAND INDEPENDENT SCHOOL DISTRICT.

FEMA Flood Plain Note:

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL # 480385-0285-C, DATED 11/20/1991.

Utility Notes:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY  
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T  
GAS UTILITY SERVICE WILL BE PROVIDED BY: TEXAS GAS  
WATER UTILITY SERVICE WILL BE PROVIDED BY: AQUA TEXAS  
SEWER UTILITY SERVICE WILL BE PROVIDED BY: AQUA TEXAS  
CABLE UTILITY SERVICE WILL BE PROVIDED BY: SPECTRUM

Sewage Disposal Note:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.

Individual Water Supply Note:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

Water Supply Note:

AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

Pipeline Easement Note:

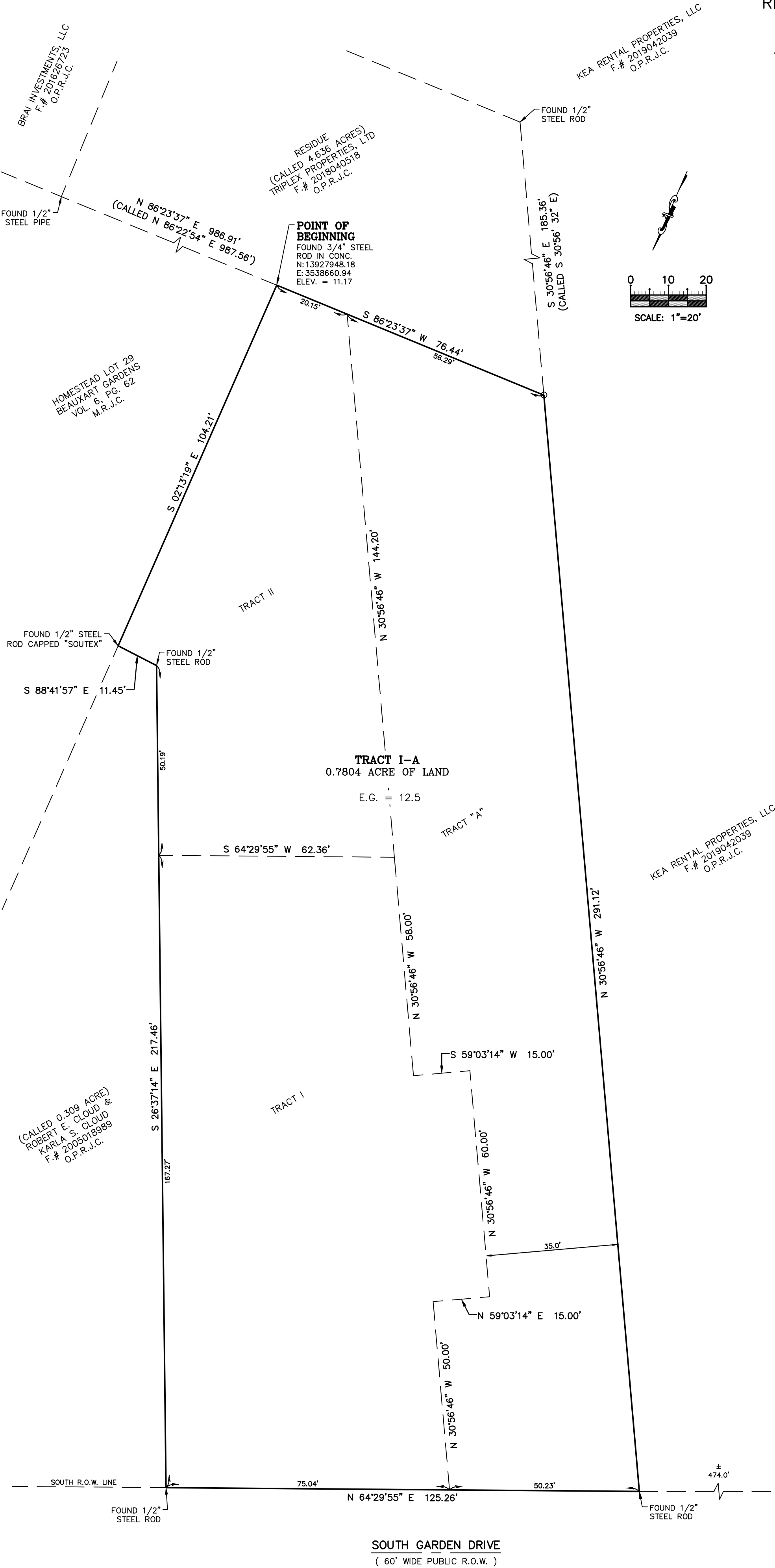
ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

Drainage Easement Note:

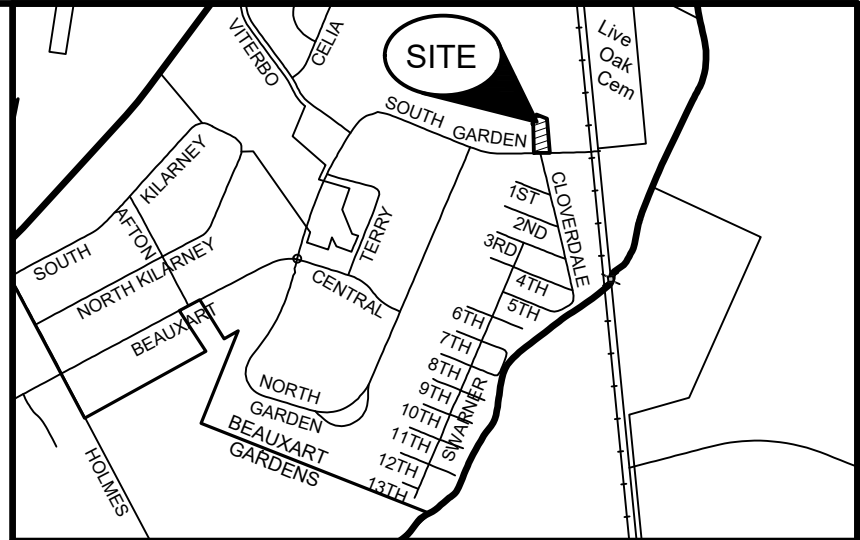
ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

Benchmark(s):

BENCHMARK: FOUND 3/4" STEEL ROD IN CONC. ELEVATION = 11.17'



TRACT I-A  
REPLAT OF ALL OF TRACTS I, II, & "A"  
0.7804 ACRE OF LAND  
PART OF THE  
T. & N.O.R.R. SURVEY, SECTION NO. 3  
ABSTRACT NO. 258  
JEFFERSON COUNTY, TEXAS



VICINITY MAP  
NO SCALE

0.7804 ACRE OF LAND  
OUT OF THE T. & N.O.R.R. SURVEY SECTION NO. 3  
ABSTRACT NO. 258  
JEFFERSON COUNTY, TEXAS

BEING 0.7804 acre of land out of and a part of the T. & N.O.R.R. Survey Section No. 3, Abstract No. 258, Jefferson County, Texas, being a replat of all Tracts I, II & "A", recorded in File No. 2021009725, Official Public Records, Jefferson County, Texas; said 0.7804 acre tract being more fully described by metes and bounds as follows, to wit;

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a ¾" steel rod found in concrete for the Southwest corner of Homestead Lot 29 of Beauxart Garden Subdivision, recorded in Volume 6, Page 62, Map Records, Jefferson County, Texas; said ¾" steel rod being the Southeast corner of the herein described tract; having a Texas Coordinate of N:13927948.18, E: 3538660.94;

THENCE, South 86 deg., 23 min., 37 sec., West, a distance of 76.44' to a ½" steel rod, capped and marked "SOUTEX", found on the Northeast line of a tract of land described in a deed to KEA Rental Properties, LLC, recorded in File No. 2019042039, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Southwest corner of the herein described tract;

THENCE, North 30 deg., 56 min., 46 sec., West, on the Northeast line of said KEA Rental Properties, LLC, tract, a distance of 291.12' to a ½" steel rod found for a Northeast corner of said KEA Rental Properties, LLC, Tract; said ½" steel rod being on the South right-of-way line of a dedicated road named South Garden Drive and being the Northwest corner of the herein described tract;

THENCE, North 64 deg., 29 min., 55 sec., East, on the South right-of-way line of said South Garden Drive, a distance of 125.26' to a ½" steel rod found for the Northwest corner of a (Called 0.309) acre tract of land described in a deed to Robert E. Cloud and Karla S. Cloud, recorded in File No. 2005018989, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Northeast corner of the herein described tract;

THENCE, South 26 deg., 37 min., 14 sec., East, on the West line of the (Called 0.309) acre tract, a distance of 217.46' to a ½" steel rod found for the Southwest corner of the (Called 0.309) acre tract; said ½" steel rod being an angle point on Northerly line of the herein described tract;

THENCE, South 88 deg., 41 min., 57 sec., East, on the South line of the (Called 0.309) acre tract, a distance of 11.45' to a ½" steel rod, capped and marked "SOUTEX", found for the Southeast corner of the (Called 0.309) acre tract on the West line of said Homestead Lot 29 of Beauxart Garden Subdivision; said ½" steel rod being an exterior corner on the Easterly line of the herein described tract;

THENCE, South 02 deg., 13 min., 19 sec., East, on the West line of said Homestead Lot 29, a distance of 104.21' to the POINT OF BEGINNING, and containing 0.7804 acre of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on January 4, 2022.

Triplex Properties, Ltd.  
LS-21-1124-R

○ = FOUND 1/2" STEEL ROD CAPPED "SOUTEX"  
E.G. = EXISTING GRADE  
O.P.R.J.C. = OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY  
M.R.J.C. = MAP RECORDS, JEFFERSON COUNTY

SURVEYORS NOTES  
1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, U.S. SURVEY FEET, REFERENCED TO SMARTNET, NA.  
2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE "C". LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED. UNLESS REQUESTED, SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP DATED 11/20/1991, PANEL NO. 480385-0285-C.  
3. ALL DRAINAGE NEEDS TO BE DIRECTED TO THE FRONT OF THE PROPERTY INTO ROAD DITCHES.  
4. ELEVATIONS SHOWN ARE NAVD83 ORTHOMETRIC HEIGHTS DERIVED USING GEOID18 AND ARE REFERENCED TO SMARTNET, NA.

JOB NO. 21-1124-R	DRAWN BY: JO	SHEET 1 OF 1
		3737 Doctors Drive Port Arthur, Texas 77642 Tel. 409.983.2004 Fax. 409.983.2005 soutexsurveyors.com
T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #10123800		





# Resolution

STATE OF TEXAS

§

COMMISSIONERS' COURT

§

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 25 day of January, 2022, on motion made by Everette Bo Alfred, Commissioner of Precinct No. 4, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following RESOLUTION was adopted:

**WHEREAS, VANESSA LACHNEY**, beginning as a Senior Office Specialist in the Management Information Systems department, has dedicated 12 years and 8 months of her life to the service of Jefferson County and its citizens; and

**WHEREAS, VANESSA LACHNEY**, has shown the dedication and resolve required to advance from Senior Office Specialist to being promoted to Computer Operator in 2019 and then reclassified to System Support Specialist II in 2021; and

**WHEREAS, VANESSA LACHNEY**, has always proven to be a dependable, successful, trusted employee and mentor, who through hard work and commitment to excellence, has earned the respect of his colleagues and the citizens of Jefferson County; and

**WHEREAS, VANESSA LACHNEY**, contributed to the future of the Management Information Systems department by her hard work partnering with a programmer to create a system used for tracking the Purchases, Inventory, and Licensing of computer equipment and software; and

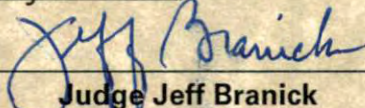
**WHEREAS, VANESSA LACHNEY**, by creating and managing the Inventory and Purchasing software moved the Jefferson County Management Information Systems into a paperless environment, and.

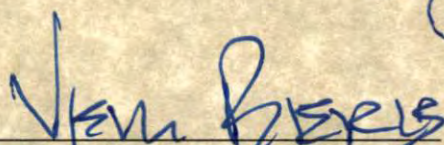
**WHEREAS, VANESSA LACHNEY**, contributed to design and implementation of the Management Information Systems department online Help Desk system by her hard work and dedication to making the department run more efficiently; and

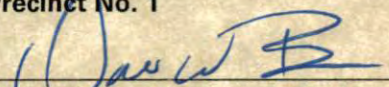
**WHEREAS**, having made a significant contribution to the Jefferson County MIS Department **VANESSA LACHNEY**, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioner's Court of Jefferson County, Texas does hereby honor and commend **VANESSA LACHNEY**, for her dedicated service as an employee of Jefferson County, congratulate her on her retirement and wish her well in all her future endeavors.

SIGNED this 25 day of January, 2022.

  
 Judge Jeff Branick  
 County Judge

  
 COMMISSIONER VERNON PIERCE  
 Precinct No. 1

  
 COMMISSIONER DARRELL W. BUSH  
 Precinct No. 2

  
 COMMISSIONER MICHAEL S. SINEGAL  
 Precinct No. 3

  
 COMMISSIONER EVERETTE D. ALFRED  
 Precinct No. 4







# Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners Court of Jefferson County, Texas, held on the 25th day of January, 2022, on motion made by Everette (Bo) Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Resolution was adopted:

**WHEREAS, Elizabeth D. Foshee**, has devoted 31 years and 7 months of her life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, Elizabeth D. Foshee**, has dedicated her talents and pledged her services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

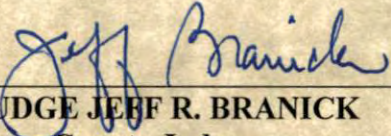
**WHEREAS, Elizabeth D. Foshee**, has pledged her services as a Peace Officer making an outstanding contribution to law enforcement in Jefferson County, serving as a Peace Office, in the Patrol, I.D., C.I.D., and Internal Affairs Divisions;

**WHEREAS**, through hard work and commitment to excellence, **Elizabeth D. Foshee**, has earned the respect of her colleagues and the citizens of Jefferson County; and

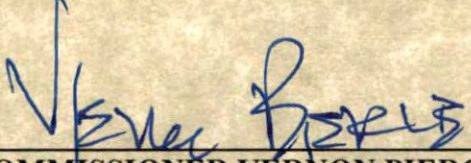
**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, **Elizabeth D. Foshee**, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **Elizabeth D. Foshee**, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

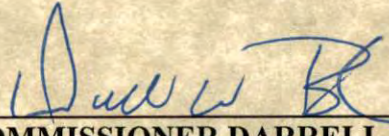
SIGNED this 25 day of January, 2022.

  
JUDGE JEFF R. BRANICK  
County Judge



  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER DARRELL W. BUSH  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



**Special, January 25, 2022**

There being no further business to come before the Court at this time,  
same is now here adjourned on this date, January 25, 2022