

*Notice of Meeting and Agenda
June 07, 2022*

Special, 6/7/2022 10:30:00 AM

BE IT REMEMBERED that on June 07, 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
(ABSENT)

Absent

Honorable Zena Stephens, Sheriff

Honorable Laurie Leister, County Clerk

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

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS**
June 07, 2022

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

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

The following options are available:

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

**Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532#
Participant ID: #**

The court will also have a question and answer session at the end of the

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

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

10:00 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.

INVOCATION: Darrell Bush, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

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PURCHASING:

(a).a. Receive and file bids for Invitation for Bid (IFB 22-024/JW) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. Funded by Port Security Grant 2021.

SEE ATTACHMENTS ON PAGES 11 - 162

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

(b).b. Consider and approve, execute, receive and file Job Order Contract (JOC 22-029/DC) with Preferred Facilities Group-USA for the Painting Consider and of the Marine Division/Sabine Pass in the amount of \$53,221.64; in accordance with Choice Partners JOC Texas Contract 20/017MR-17.

SEE ATTACHMENTS ON PAGES 163 - 179

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

(c).Consider and possibly approve a replacement of the camera security system for the Beaumont Courthouse with Wave Solutions LLC in the amount of \$68,000.00; this in accordance with Region V Contract #20210703. Funding through available capital projects.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

(d).Consider and possibly approve disposal of scrap property. 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 180 - 183

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Motion by: Sinegal
Second by: Bush
In Favor: Branick, Pierce, Bush, Sinegal
Action: APPROVED

COUNTY AUDITOR:

(a). Consider and possibly authorize the County Judge to execute and submit a Request for Unclaimed Capital Credits from electric cooperatives to the Texas Comptroller of Public Accounts.

SEE ATTACHMENTS ON PAGES 184 - 185

Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Bush, Sinegal
Action: APPROVED

(b). Consider and approve amendment number 2 to contract CA-0000997 with the Texas Parks and Wildlife Department for the project “Mesquite Point Public Boat Ramp”.

Amendment updates the County point of contact, expiration date, additional funding from Texas Parks and Wildlife, and the deliverables related to this contract.

SEE ATTACHMENTS ON PAGES 186 - 188

Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Bush, Sinegal
Action: APPROVED

(c). Consider and approve applying for the 2022 Port Security Grant Program(PSGP) and authorizing County Auditor to submit application through Grants.gov and ND Grants (FEMA Portal).

NO ATTACHMENTS

Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Bush, Sinegal
Action: APPROVED

(d). Consider and approve budget amendment for GLO Contract 20-065-12-C408 Hurricane Harvey CDBG-DR to transfer funds from Project Ditch 107 to Projects Taylors Bayou Drainage Improvements and Ditch 110-B Drainage Improvements.

SEE ATTACHMENTS ON PAGES 189 - 189

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Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Bush, Sinegal
Action: APPROVED

(e).Regular County Bills – check #495511 through check #495710 (05/31/22) and check #495711 through check #495872(060722).

SEE ATTACHMENTS ON PAGES 190 - 206

Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Bush, Sinegal
Action: APPROVED

COUNTY COMMISSIONERS:

(a).Consider, possibly approve, receive and file the 2020-2021 Compiled Annual Financial Statement of Jefferson County Emergency Services District No. 1 to file its annual compiled financial statement for 2021-2022 pursuant to Texas Health & Safety Code sec. 775.0821.

SEE ATTACHMENTS ON PAGES 207 - 233

Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush, Sinegal
Action: APPROVED

(b).Consider and possibly approve a Proclamation for Breast Feeding Awareness Month.

SEE ATTACHMENTS ON PAGES 234 - 235

Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush, Sinegal
Action: APPROVED

(c).Consider and possibly authorize the County Judge to execute Regional Radio System Interlocal Agreement between Jefferson County and the Southeast Texas Regional Radio System Pursuant to Chapter 791, Texas Government Code.

SEE ATTACHMENTS ON PAGES 236 - 247

Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush, Sinegal
Action: APPROVED

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(d). Consider approving Out of State Travel for the County Judge to attend the NACO Conference in Denver, Colorado July 20-22, 2022 to chair the Gulf Coast Caucus meeting and speak and vote at the Energy and Land Use Committee on GOMESA Initiatives.

NO ATTACHMENTS

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

(e). Consider and possibly approve out-of-state travel for Angela Caraway on June 25, - June 29, 2022 for The Standards Self-Assessment and Verification Audit Workshop which is funded by a NEHA FDA grant we received specifically for this training.

SEE ATTACHMENTS ON PAGES 248 - 248

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

(f). Consider and possibly approve a Proclamation for the Beaumont United High School Boys' Basketball Team.

SEE ATTACHMENTS ON PAGES 249 - 249

Motion by: Sinegal

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

(g). Receive and file executed Amended Tax Abatement Between Jefferson County and Aditya Birla Chemicals (USA) Inc. For Property Located In the Project Raman Reinvestment Zone.

NO ATTACHMENTS

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

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ENGINEERING DEPARTMENT:

(a). Consider and possibly approve Engineering submittal of the Jefferson County Community Rating System (CRS) application to FEMA. If accepted into the FEMA CRS program, Jefferson County residents, within the jurisdiction of the County's Flood Damage Prevention Order, would qualify for discounted flood insurance program.

SEE ATTACHMENTS ON PAGES 250 - 345

Motion by: Sinegal

Second by: Pierce

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

SHERIFF'S DEPARTMENT:

(a). Consider and possibly approve a Resolution recognizing Lawrence Flanagan for 32 years and 8 months of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 346 - 346

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

(b). Consider and possibly approve a Resolution recognizing Oliver Laday for 30 years and 1 month of dedicated service to the Jefferson County Sheriff's Office and to the citizens of Jefferson County and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 347 - 347

Motion by: Bush

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

(c). Consider and possibly approve an agreement between the USDOJ Federal Bureau of Prisons, Federal Correctional Complex, Beaumont, Jefferson County, Texas and the Jefferson County Sheriff's Office. The purpose of this agreement is to update information to the current agreement for mutual emergency assistance.

SEE ATTACHMENTS ON PAGES 348 - 356

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Motion by: Bush
Second by: Sinegal
In Favor: Branick, Pierce, Bush, Sinegal
Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Special, June 07, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 07, 2022.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
 FAX: (409)835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

April 26, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for **Invitation for Bid (IFB 22-024/JW) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division**. Specifications for this project may be obtained from the Jefferson County Purchasing website at: <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division
BID NUMBER:	IFB 22-024/JW
DUE BY TIME/DATE:	11:00 AM CT, Wednesday, May 25, 2022
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1 st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Jamey West, Contract Specialist at 409-835-8593 or via email at: jwest@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County. All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Respondents are strongly encouraged to carefully read the entire invitation.

A handwritten signature in black ink that reads "Deborah L. Clark".

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH: Beaumont Enterprise & Port Arthur News: April 27, 2022 and May 4, 2022

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BID SUBMISSIONS:

Bidder is responsible for submitting One (1) original and two (2) bid copies, with all copies to include a completed copy of this specifications packet, in its entirety.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING

1.1 BIDS.

All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids

deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 am to 4:00 pm, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to

perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as

required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," commonly known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or require information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT

3.1 PURCHASE ORDERS.

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral

statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERMINATION

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.7 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 WARRANTY

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

21. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

**Federal Emergency Management Agency (FEMA)
MANDATED CONTRACT PROVISIONS**

1. REMEDIES

a. **Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. **Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. **Applicability.** This requirement applies to all FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. **Key Definitions.**

i. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

d. **Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

- I. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- ii. Additionally, pursuant to 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or

Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE DAVIS-BACON ACT:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. **Standard.** Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. **Requirements.** If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

- a. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of \$150,000 under a federal grant.

CLEAN AIR ACT:

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT:

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

9. DEBARMENT AND SUSPENSION

a. **Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

c. **Requirements.**

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

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

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications, **PAGE 42**.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and

Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1)The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

- a. **Standard.** To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. **Applicability.** FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

- a. **Standard.** Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. **Applicability.** FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. **Standard.** The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. **Applicability.** FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. **"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract."** The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. **Standard.** FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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

21.11 PROCUREMENT OF RECOVERED MATERIALS

a. Standard.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

b. Applicability.

This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

SECTION 2: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID

Each Bidder shall ensure that required parts of the bid response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting: One (1) original and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

The County requests that bid submissions NOT be bound by staples or glued spines.

Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return all required documentation will result in a response being declared as non-responsive.

Bids must be submitted in complete original form by mail or messenger to the following address:

**Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701**

Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, May 25, 2022.

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Jamey West, Contract Specialist at 409-835-8593 or e-mail at: jwest@co.jefferson.tx.us

Courthouse Security:

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities.

Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2022)

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may initially accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3. FORM 1295 (Texas Ethics Commission)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS:

ALL NON-EXEMPT BIDDERS ARE REQUIRED TO SUBMIT A COMPLETED FORM 1295 WITH BID SUBMISSION.

INSTRUCTIONS:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH BID SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 53.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), unless contract is considered exempt as described below.

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																
<p>Complete Nos. 1, 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5 and 6 if there are no interested parties.</p>		OFFICE USE ONLY																																
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business. ADD THE ABOVE REQUESTED INFORMATION HERE</p>																																		
<p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS</p>																																		
<p>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. ADD IFB/RFP/RFQ/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE</p>																																		
<p>4</p> <table border="1"> <thead> <tr> <th>Name of Interested Party</th> <th>City, State, Country (place of business)</th> <th colspan="2">Nature of Interest (check applicable)</th> </tr> <tr> <th></th> <th></th> <th>Controlling</th> <th>Intermediary</th> </tr> </thead> <tbody> <tr> <td>ADD NAME OF BUSINESS OWNER(S) HERE MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS AS LISTED ON ITEM NO. 1 OF THIS FORM THAT WILL PROFIT FROM THE BID/CONTRACT (PO)</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)				Controlling	Intermediary	ADD NAME OF BUSINESS OWNER(S) HERE MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS AS LISTED ON ITEM NO. 1 OF THIS FORM THAT WILL PROFIT FROM THE BID/CONTRACT (PO)																								
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<p>5 Check only if there is NO Interested Party. <input type="checkbox"/> ONLY CHECK IF NO CONTROLLING OR INTERMIDIARY PARTY</p>																																		
<p>6 UNSWORN DECLARATION MUST COMPLETE THIS SECTION IN ITS ENTIRETY</p> <p>My name is _____ and my date of birth is _____</p> <p>My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20_____ (month) (year)</p> <p>_____ Signature of authorized agent of contracting business entity (Declarant)</p>																																		
<p>(ADD ADDITIONAL PAGES AS NECESSARY)</p>																																		

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-890717

Date Filed:
05/24/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Pete Jorgensen Marine
BEAUMONT, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 22-024/JW

Replacement Outboard Motors and Rigging kits

5 Check only if there is NO Interested Party.

X

6. UNSWORN DECLARATION

My name is PETE JORGENSEN and my date of birth is 07-21-53

My address is 7660 COLLEGE ST, BETHUNION, TX, 77707, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in JEFFERSON County, State of TEXAS, on the 24 day of MAY, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

**BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION
PROOF HERE.**

Renewed 1/14/21

DUNS # 783215176

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Judy Scritchfield

Unique Entity ID (SAM) XDC1VKCT8JX5

Cage Code 537C1 *MPIN; jergen24n 1/14/21

From:

donotreply@sam.gov

Sent:

Friday, January 14, 2022 12:19 PM

To:

Judy Scritchfield

Subject:

CONFIRMATION: Registration Submitted for Dingo Group, L.L.C., The / 783215176 / XDC1VKCT8JX5 / 537C1 in the U.S. Government's System for Award Management (SAM)

jqs@jorgenseamarine.com

PW - PJM-2022 SAM#!

This email was sent by an automated administrator. Please do not reply to this message.

Dear Judy Scritchfield,

You successfully submitted the entity registration for Dingo Group, L.L.C., The / 783215176 / XDC1VKCT8JX5 / 537C1 in the U.S. federal government's System for Award Management (SAM). This registration record will remain in Submitted status until all external validations are complete.

What happens next?

1. If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This step can take two business days. You will get an email from SAM.gov when that review is complete.
2. Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from SAM.gov when that review is complete.
3. If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from a dla.mil address. Please tell your Government Business POC to respond right away to any requests from a dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.
4. You will get an email from SAM.gov when your registration passes these external validations and becomes Active. Until then, use the Check Registration Status link at SAM.gov to see where your registration is in the review process.
5. If you have not previously submitted a notarized letter formally designating the Entity Administrator for your entity, you must do so now. Failure to do so within 60 days of activation may result in the registration no longer being active.
NOTE: You are not required to provide a notarized letter for a federal entity registration.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration from the Federal Service Desk at www.fsd.gov or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally).

In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to <http://www.aptac-us.org/> to find your closest PTAC.

Thank you,

SECTION 2: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

4. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:

Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

7. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. Insurance

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

- 9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

- 9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance**9.1 Definitions:**

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

POLICY NUMBER: 9029503

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Jefferson County Attn Purchasing Dept 1149 Pearl St FL 1st Beaumont, TX 77701-3638	Any Coverage Provided by the Endorsement Applies Only Regarding the Installation of Outboard Motors at Jefferson County Sheriff's Hanger, 4601 Airport 3rd St, Beaumont, TX 77705

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person, or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.
PLEASE PRINT.

Bid Number & Name: (IFB 20-024/JW) Replacement Outboard Motors and Rigging Kits for the Jefferson County Sheriff's Marine Division

THE DINGO GROUP LLC

Bidder's Company/Business Name: dba PETE JORGENSEN MARINE

Bidder's TAX ID Number: [REDACTED]

If Applicable: HUB Vendor No. _____ DBE Vendor No. _____

Contact Person: PETE JORGENSEN Title: G.M.

Phone Number (with area code): 409-2121005

Alternate Phone Number if available (with area code): 409-6584802

Fax Number (with area code): 409-2129681

Email Address: pete@jorgensenmarine.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

7660 COLLEGE ST

Address: BEAUMONT TX 77707

City, State, Zip Code

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Jamey West, Contract Specialist at 409-835-8593 or via email at: jwest@co.jefferson.tx.us. Please reference Bid Number: IFB 22-024/JW

Please be sure to review these bid specifications *carefully*, as the item that you are offering must **MEET OR EXCEED** these specifications.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for **Outboard Motors and Rigging Kits**, **to include installation services with the purchase of the bid items.**

All bids should be for **brand new, completely unused equipment.**

DE- RIGGING AND INSTALLATION:

1. All De-Rigging of existing motors and assemblies shall be performed at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds, on a schedule to be determined by Sheriff's Marine Personnel. All existing motors and assemblies shall remain property of the Jefferson County Sheriff's Office.
2. All Rigging of NEW motors and all assemblies shall be performed at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds, on a schedule to be determined by Sheriff's Marine Personnel.

WARRANTY:

Any and all warranty shall be in accordance with manufacturer's standards and conditions for a period of **3 years**. Any and all warranty work to be performed shall be on an "as needed" basis and performed at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds, on a schedule to be determined by Sheriff's Marine Personnel.

DELIVERY OF PURCHASED ITEMS:

All Items Purchased (Including Installation Services) as a result of this bid shall be delivered/Performed in hand to the Jefferson County Sheriff's Office Marine Division location at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds on or before September 1, 2022. Delivery/Installation shall be coordinated with the Sheriff's Marine Division by

EQUIVALENT ITEMS:

Bid Item Descriptions as listed/written on the BID FORM are intended to define the level of quality, performance, and features **ONLY**. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required).

INSTRUCTIONS TO BIDDERS (RE: BRAND REFERENCE / EQUIVALENT BID ITEMS)

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders Submitting Bids for Alternate/Equivalent Items:

- ▶ Bidders may submit bids on alternate/equivalent items, but **MUST** attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.
- ▶ Bidders offering alternate/equivalent items **MUST ALSO** submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered.

Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders Submitting Bids for *EXACT* Make/Model as specified:

- ▶ Bidders offering the exact make/model as specified, **MUST** attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): #1, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

THE DINGO GROUP LLC

dba PETE JORGENSEN MARINE

Company Name

7660 College St

Address

City

State

Zip

PETE JORGENSEN G.M.

Name & Title

BEAUMONT TX 77707 409-2121005 409-2129681

Phone

Fax

Pete Jorgensen
Signature of Person Authorized to Sign

pete@jorgensenmarine.com
E-mail

PETE JORGENSEN
Printed Name

G. m

Title

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as **Contract No. 22-024/JW, Replacement Outboard Motors and Rigging Kits for the Jefferson County Sheriff's Marine Division**. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick
Jefferson County Judge

Date

ATTEST:

Laurie Leister
Jefferson County Clerk

BID FORM

BIDDER INSTRUCTIONS: Please complete the BID FORM below. Pricing may be typed or printed legibly.

If bidding EQUIVALENT ITEMS, please follow the instructions (and provide all required documentation) for equivalent bidding as written on PAGE 37 of this bid packet.

Bid Item	Mercury Item No.	Item Name/Description	Qty.	Unit Price	Item Total
1.	8M0079499	R/C CONS KT-DUAL	4	\$ 2640.00	\$ 10560.00
Equivalent Make: _____			Equivalent Model: _____		
2.	8M0138327	PANEL-KEY SWITCH	4	\$ 73.00	\$ 292.00
Equivalent Make: _____			Equivalent Model: _____		
3.	8M0113732	HARNESS-CLEAN PWR	8	\$ 62.00	\$ 496.00
Equivalent Make: _____			Equivalent Model: _____		
4.	892451T25	HARNESS ASSY	4	\$ 187.00	\$ 748.00
Equivalent Make: _____			Equivalent Model: _____		
5.	892451T30	HARNESS ASSY	4	\$ 194.00	\$ 776.00
Equivalent Make: _____			Equivalent Model: _____		
6.	8M0124496	V-VIEW 703 MULTI	4	\$ 2205.00	\$ 8820.00
Equivalent Make: _____			Equivalent Model: _____		
7.	8M0149598	RIGGING TUBE KIT	8	\$ 48.00	\$ 384.00
Equivalent Make: _____			Equivalent Model: _____		
8.	67755A14	BOLT KIT-550 IN	8	\$ 34.00	\$ 272.00
Equivalent Make: _____			Equivalent Model: _____		
9.	8M0109756	DOUBLE NUT KIT	8	\$ 18.00	\$ 144.00
Equivalent Make: _____			Equivalent Model: _____		

BID FORM CONTINUED ON NEXT PAGE (PAGE 49)

BID FORM CONTINUED.

Bid Item	Mercury Item No.	Item Name/Description	Qty.	Unit Price	Item Total
10.	8M0151321	REV4 146X19 RH	4	\$ 654 .00	\$ 2616 .00

Equivalent Make: _____ Equivalent Model: _____

11.	8M0151320	REV4 146X19 LH	4	\$ 654 .00	\$ 2616 .00
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Equivalent Make: _____ Equivalent Model: _____

12.	8M0101601	FLO TORQ SSR HD	8	\$ 137 .00	\$ 1112 .00
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Equivalent Make: _____ Equivalent Model: _____

13.	STARBOARD ENGINE MODEL	13000033A 300XXL SEAPRO DTS	4	\$ 20412.00	\$ 81648 .00
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Equivalent Make: _____ Equivalent Model: _____

14.	PORT ENGINE MODEL	13000035A 300CXXL SEAPRO DTS	4	\$ 20786 .00	\$ 83144 .00
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Equivalent Make: _____ Equivalent Model: _____

15.	STARBOARD LOWER UNIT ASSEMBLY	8M0142321	4	\$ 7640 .00	\$ 30560 .00
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Equivalent Make: _____ Equivalent Model: _____

16.	PORT LOWER UNIT ASSEMBLY	8M0142322	4	\$ 7640 .00	\$ 30560 .00
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Equivalent Make: _____ Equivalent Model: _____

17. INSTALLATION COST PER OUTBOARD MOTOR: TO INCLUDE ON-SITE DELIVERY AND DE-RIGGING OF EXISTING OUTBOARD MOTOR

\$ 800 .00 EA./PER OUTBOARD MOTOR

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1	<u>1</u>	Date Received <u>05/18/2022</u>
Addendum 2	_____	Date Received _____
Addendum 3	_____	Date Received _____

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: JEFFERSON County MARINE DIVISION

Address: 1149 PEARL ST BROWNSVILLE TX 77701

Contact Person and Title: BILLY OWENS

Phone: 409-7180893 Fax: _____

Email Address: _____ Contract Period: 2009 → PRESENT

Scope of Work: SUPPLY / INSTALLATION / WARRANTY REPAIRS

REFERENCE TWO

Government/Company Name: TEXAS GENERAL LAND OFFICE

Address: 1700 N CONGRESS AUSTIN TX 78701

Contact Person and Title: ROW

Phone: 409-2841761 Fax: _____

Email Address: _____ Contract Period: 2010 → PRESENT

Scope of Work: SUPPLY / INSTALLATION / WARRANTY / MAINTENANCE

REFERENCE THREE

Government/Company Name: ORANGE County SHERIFFS

Address: 205 S BOARDER ST ORANGE TX 77630

Contact Person and Title: DARRIN MOONEY

Phone: 409-2339171 Fax: 2016 → PRESENT

Email Address: _____ Contract Period: _____

Scope of Work: SUPPLY / INSTALLATION / WARRANTY / MAINTENANCE

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

THE DINGO GROUP LLC
dba PETE JORGENSEN MARINE

Bidder (Entity Name)

7660 College St

Street & Mailing Address

BETHEMONT TX 77707

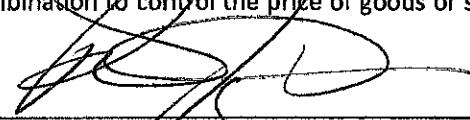
City, State & Zip

409-2121005

Telephone Number

pete@jorgensenmarine.com.

E-mail Address



Signature

Pete Jorgensen

Print Name

05/24/2022

Date Signed

409-2129681

Fax Number

REQUIRED FORM

Bidder: Please complete this form
and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

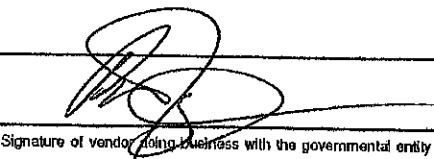
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	
Signature of Contractor's Authorized Official	
<u>Pete Jorgenson</u> G.m.	
Name and Title of Contractor's Authorized Official (Please Print)	
<u>05/24/2022</u>	
Date	<small>6</small>

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

CONFlict OF INTEREST QUESTIONNAIRE

CONFlict OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY Date Received
<p>1 <input type="checkbox"/> Name of vendor who has a business relationship with local governmental entity.</p> <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> <p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p>Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
4	 <p>Signature of vendor doing business with the governmental entity</p>	<p>05-24-2022</p> <p>Date</p>

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

Adopted 8/7/2016

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		
<p>1 <input type="text"/> Name of Local Government Officer</p> <p>2 <input type="text"/> Office Held</p> <p>3 <input type="text"/> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p> <p>4 <input type="text"/> Description of the nature and extent of employment or other business relationship with vendor named in item 3</p> <p>5 <input type="text"/> List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>	
<p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 <input type="text"/> AFFIDAVIT</p>	<p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>	
<p style="margin: 0;">_____ Signature of Local Government Officer</p>		
<p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p>		
<p>Signature of officer administering oath</p>	<p>Printed name of officer administering oath</p>	<p>Title of officer administering oath</p>

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

Yes No 1. **To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?**

Yes No 2. **Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?**

Yes No 3. **Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?**

Yes No 4. **Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?**

Yes No 5. **Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?**

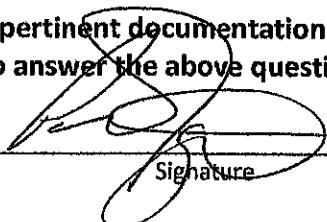
Yes No 6. **If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

PEPE JORGENSEN

Printed Name of Authorized Representative



Signature

G. m.

Title

05-24-2022

Date

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: Yes No

Address: _____
 Street _____ City _____ State _____ Zip _____

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street _____ City _____ State _____ Zip _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
 Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
 Street _____ City _____ State _____ zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed:

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed:

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?

Yes No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

Bidder: Please complete this form
and include with bid submission.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: % _____

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

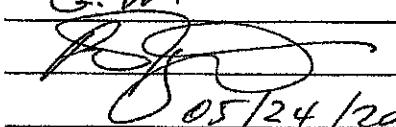
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: % _____

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and attached any necessary support documentation as required. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): PETE JORGENSEN

Title: G. m.

Signature: 

Date: 05/24/2022

E-mail address: pete@jorgensenmarine.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): PETE JORGENSEN

Title: G. m.

Date: 05-24-2022

E-mail address: pete@jorgensenmarine.com

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

THE DINGO GROUP LLC

- I certify that Pete Jorgenson Marine [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	<i>1-20-062 4058 - 9</i>
Company Name submitting bid/proposal:	<i>THE DINGO GROUP LLC dba PETE JORGENSEN MARINE</i>
Mailing address:	<i>7660 College St Beaumont TX 77707</i>
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
<i>042450-000/013700-0000</i>	<i>7660 College St Beaumont TX 77707</i>

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

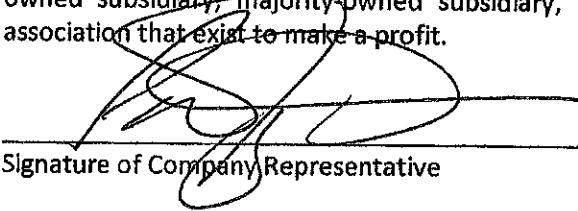
HOUSE BILL 89 VERIFICATION

I, Pete Jorgenson, the undersigned representative of (company or business name) THE DINGO GROUP LLC d/b/a PETE JORGENSEN MARINE (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

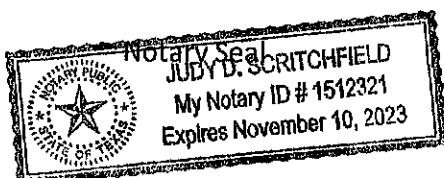

Signature of Company Representative

05-24-2022

Date

On this 24th day of May, 2022, personally appeared

Pete Jorgenson, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.



Judy Scritchfield
Notary Signature
5/24/22

Date

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB 20-024/JW

IFB/RFP/RFQ number**Certification check performed by:**

Purchasing Representative

Date

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF TEXASCOUNTY OF JEFFERSONBEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS,on this day personally appeared PETE JORGENSEN, who
(name)

after being by me duly sworn, did depose and say:

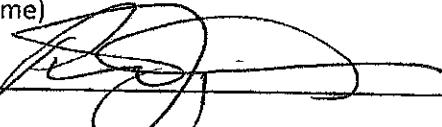
"I, PETE JORGENSEN am a duly authorized officer of/agent
(name) for THE DINGO GROUP LLC dba PETE JORGENSEN MARINE and have been duly authorized to execute the
(name of firm) foregoing on behalf of the said THE DINGO GROUP LLC dba PETE JORGENSEN MARINE
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: THE DINGO GROUP LLC dba PETE JORGENSEN MARINE
7660 COLLEGE ST BEAUMONT TX 77707

Fax: 409-212-9681 Telephone# 409-212-1005

by: PETE JORGENSEN Title: G.m.m
(print name)

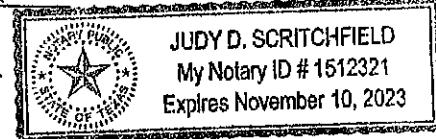
Signature: 

SUBSCRIBED AND SWORN to before me by the above-named

Pete Jorgensen on

this the 24th day of May, 2022

Judy Scritchfield
Notary Public in and for
the State of Texas



REQUIRED FORM

Bidder: Please complete this form
and include with bid submission.

MEYERSON
BID # 1FB 22-024-7701
BENJAMIN ST TX
149 PEARL ST 1st FLOOR
PURCHASED SING DEPT
CANTY
TEFERSON

7701
7620 CANTY
15-
212-5353-312

**Bid Number IFB 22-024/JW
Replacement Outboard Motors and
Rigging Kits for Jefferson County
Sheriff's Marine Division**

**Bidder: Circle D Boats, LLC
Bidder Contact: Chris Domino**

**NOTICE OF EXCEPTION:
Time of Performance**

Bid Number IFB 22-024/JW
Replacement Outboard Motors and
Rigging Kits for Jefferson County
Sheriff's Marine Division

Bidder: Circle D Boats, LLC
Bidder Contact: Chris Domino

NOTICE OF EXCEPTION

Bid EXCEPTION: Time of Performance;
Bidder, Circle D Boats, LLC excepts to the
Bid Specifications and requirements as
to time of performance due to supply
chain delays for acquisition of specified
Motors and related parts, which will be
unavailable in the market until March

2023, thus rendering the Delivery Date of September 1, 2022 impossible.

Thus, Circle D Boats LLC's delivery date, as an EXCEPTION to the Bid

Specifications, will be on or before the later of (i) March 31, 2023 or (ii) on or before the expiration of thirty (30) days after receipt of the specified Mercury motors by Circle D Boats, LLC.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

**1149 Pearl Street
 1st Floor, Beaumont, TX 77701**

**OFFICE MAIN: (409) 835-8593
 FAX: (409)835-8456**

LEGAL NOTICE
Advertisement for Invitation for Bids

April 26, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for **Invitation for Bid (IFB 22-024/JW) Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division**. Specifications for this project may be obtained from the Jefferson County Purchasing website at: <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	Replacement Outboard Motors and Rigging Kits for Jefferson County Sheriff's Marine Division
BID NUMBER:	IFB 22-024/JW
DUE BY TIME/DATE:	11:00 AM CT, Wednesday, May 25, 2022
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Jamey West, Contract Specialist at 409-835-8593 or via email at: jwest@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County. All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Respondents are strongly encouraged to carefully read the entire invitation.

A handwritten signature in black ink that reads "Deborah L. Clark".

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH: Beaumont Enterprise & Port Arthur News: April 27, 2022 and May 4, 2022

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BID SUBMISSIONS:

Bidder is responsible for submitting: One (1) original and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING

1.1 BIDS.

All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids

deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of Bidder's bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 am to 4:00 pm, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to

perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as

required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," commonly known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or require information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT

3.1 PURCHASE ORDERS.

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receipt and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral

statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERMINATION

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.7 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.8 WARRANTY

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.9 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.10 Venue.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.11 Sale, Assignment, or Transfer of Contract.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.12 Silence of Specifications.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://www.co.jefferson.tx.us/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS

"County" – Jefferson County, Texas.

"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

**Federal Emergency Management Agency (FEMA)
MANDATED CONTRACT PROVISIONS**

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-Federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant to 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or

Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE DAVIS-BACON ACT:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. **Standard.** Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. **Requirements.** If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

- a. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of \$150,000 under a federal grant.

CLEAN AIR ACT:

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

FEDERAL WATER POLLUTION CONTROL ACT:

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

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

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

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications, **PAGE 42**.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and

Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the local/state/federal entity providing funding for this project, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or their representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

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

21.11 PROCUREMENT OF RECOVERED MATERIALS

a. Standard.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

b. Applicability.

This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

SECTION 2: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID

Each Bidder shall ensure that required parts of the bid response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Bidder is responsible for submitting: One (1) original and two (2) bid copies; with all copies to include a completed copy of this specifications packet, in its entirety.

The County requests that bid submissions NOT be bound by staples or glued spines.

Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://www.co.jefferson.tx.us/Purchasing/>

Failure to return all required documentation will result in a response being declared as non-responsive.

Bids must be submitted in complete original form by mail or messenger to the following address:

**Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701**

Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope or box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, May 25, 2022.

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Jamey West, Contract Specialist at 409-835-8593 or e-mail at: jwest@co.jefferson.tx.us

Courthouse Security:

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities.

Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2022)

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are required to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may initially accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing “active” status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

3. FORM 1295 (Texas Ethics Commission)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS:

ALL NON-EXEMPT BIDDERS ARE REQUIRED TO SUBMIT A COMPLETED FORM 1295 WITH BID SUBMISSION.

INSTRUCTIONS:

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH BID SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 53.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

(Complete Nos. 1 - 4 and 6 if there are interested parties.) (Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.)		OFFICE USE ONLY		
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. (ADD THE ABOVE REQUESTED INFORMATION HERE)				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. (JEFFERSON COUNTY, TEXAS)				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. (ADD IFB/RFO/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE)				
4 Name of Interested Party		City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL PROFIT FROM THE BID/CONTRACT/PO.				
5 Check only if there is NO Interested Party. <input type="checkbox"/> ONLY CHECK IF NO CONTROLLING OR INTERMIDIARY PARTY.				
6 UNSWORN DECLARATION (MUST COMPLETE THIS SECTION IN ITS ENTIRETY)				
My name is _____ and my date of birth is _____				
My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) _____				
I declare under penalty of perjury that the foregoing is true and correct.				
Executed in _____ County, State of _____ on the _____ day of _____, 20_____ (month) _____ (year) _____				
_____ Signature of authorized agent of contracting business entity (Declarant)				
(ADD ADDITIONAL PAGES AS NECESSARY)				

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

101

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-890568

Date Filed:
05/24/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Circle D Boats LLC
Nederland, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Jefferson County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

JFB 22-024/JW

Replacement Outdoor Motors and Rigging Kits for Jefferson County Sheriff's Marine Division

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Chris Domino and my date of birth is 5-31-1943

My address is 281 Country Lane Dr. Lumberton TX 77657 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 24th day of May, 2022.

ty, State of Texas

Signature of authorized agent of contracting business entity
(Declarant)

TEXAS ETHICS COMMISSION

0

Certificate of Interested Parties

[Page Help](#)[\(https://www.ethics.state.tx.us/PageHelps/Form1295/CertificateHelp.html#CertificateOfInterestedParties\)](https://www.ethics.state.tx.us/PageHelps/Form1295/CertificateHelp.html#CertificateOfInterestedParties)

Business Name * Circle D Boats LLC

City * Nederland

State * Texas

Country * United States

Who is the contract with? * State Agency Other Governmental Entity

Agency/Entity Name * Jefferson County Purchasing Department

Contract ID Number * IFB 22-024/JW [What is this?](#)

[\(https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php#Q23\)](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php#Q23)

Description of Services, Goods, or Other Property to be provided * Replacement Outdoor Motors and Rigging Kits for Jefferson County //

Check this box if there are no interested parties

[Next](#)[Cancel](#)[View PDF](#)

TEXAS ETHICS COMMISSION

Certificate of Interested Parties - Submitted

Submitted on Tue May 24 14:40:04 CDT 2022

Unique Certificate Identifier: 2022-890568

[Home](#)

[Print](#)

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[Mobile Site](#) | [Full Site](#)

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION
PROOF HERE.

SECTION 2: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

4. **Multiple Vendor Award**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

5. **Delivery**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

6. **Payment**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:

Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

7. **Usage Reports**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

8. **Insurance**

The contractor (including any and all subcontractors as defined in Section 9.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

9. Workers' Compensation Insurance

9.1 Definitions:

- 9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 8 above.
- 9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- 9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
- 9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 9.1. – 9.7., with the certificates of coverage to be provided to the person for whom they are providing services.

9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



FEDERATED MUTUAL INSURANCE COMPANY
121 East Park Square, Owatonna, MN 55060
(507) 455-5200

DECLARATIONS
COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIMITS OF INSURANCE

	Limit
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	Any one premises
MEDICAL EXPENSE LIMIT	Any one person
	EXCLUDED

Refer to General Liability Schedule CG-F-8 for Locations and Classifications.

ENDORSEMENTS APPLICABLE:

See Schedule Attached

This Coverage Part consists of: (1) this Coverage Part Declarations Page; (2) the Schedule of Forms and Endorsements if attached hereto; (3) all forms and endorsements listed on this Coverage Part Declarations Page or, if attached here, the Schedule of Forms and Endorsements; and (4) any other schedules attached hereto.

Includes copyrighted material of Insurance Services office, Inc., with its permission.

SCHEDULE OF FORMS AND ENDORSEMENTS

<u>Title as on Form or Endorsement</u>	<u>Form Edition</u>
General Liability Schedule	CG-F-8 (01-21)
Additional Insured-Lessor Of Leased Equipment-Automatic Status When	CG 20 34 (12-19)
Additional Insured-Designated Person Or Organization	CG 20 26 (12-19)
Quick Reference	CG 00 01 (QR) (04-13)
Commercial General Liability Coverage Form	CG 00 01 (04-13)
Exclusion-Unmanned Aircraft	CG 21 09 (06-15)
Exclusion - Coverage C - Medical Payments	CG 21 35 (10-01)
Fungi or Bacteria Exclusion	CG 21 67 (12-04)
Cap on Losses From Certified Acts Of Terrorism	CG 21 70 (01-15)
Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	CG 21 76 (01-15)
Cond Excl - Terrorism Involving Nucl, Bio, or Chem Terrorism	CG 21 88 (01-15)
Snowplow Operations Coverage	CG 22 92 (12-07)
Amendment Of Coverage Territory - Worldwide Coverage	CG 24 22 (04-13)
Cannabis Exclusion with Hemp Exception	CG 40 15 (12-19)
Amendment Of Liquor Liability Exclusion	CG-F-109 (03-12)
Boats - Dealers Demonstration And Use	CG-F-14 (01-86)
Dealers' Insurance Agents' Errors And Omissions Insurance Endorsement	CG-F-44 (10-90)
Pollution Exclusion Modification	CG-F-53 (02-10)
Multi - Cover Liability Endorsement	CG-F-6 (04-19)
Extended Defense Protection	CG-F-62 (05-14)
Coverage Limitation - Continuous or Progressive Injury or Damage	CG-F-68 (TX) (10-16)
Three Wheeled Auto Exclusion Endorsement	CG-F-73 (06-19)
Title Errors And Omissions Liability Endorsement	CG-F-80 (06-10)
Exclusion - Asbestos Or Lead	CG-F-86 (TX) (02-03)
Business Operations - Pollution Exclusion	CG-F-92 (TX) (04-05)
Not-For-Profit Personal Liability Coverage	CG-F-98.4 (07-05)
Deductible Liability Insurance	CG 03 00 (01-96)
Electronic Data Liability Endorsement	CG 04 37 (05-14)
Exclusion - All Hazards In Connection With Designated Premises	CG 21 00 (07-98)
Amendment Of Product And Faulty Repairs Coverage	CG-F-15 (11-96)
Texas Changes - Conditions Requiring Notice	CG 01 03 (06-06)
Texas Changes - Employment-Related Practices Exclusion	CG 26 39 (12-07)

GENERAL LIABILITY SCHEDULE
Texas

Classifications	Code No.	Premium Bases	Rates		Estimated Premiums	
			Prem/Op.	Prod/Comp Op.	Prem/Op.	Prod/Comp Op.
		a - Area b - Cost of materials c - Each or Unit d - Gallons e - Locations f - Net Receipts g - Payroll h - Receipts i - Cost to Insured j - Days k - Gallons l - Pupils m - Miles n - Passenger Days o - Acres p - Members	a - Per 1,000 Square Feet b - Per \$1,000 of Cost c - Each Unit d - Per 10,000 Gallons e - Each Location f - Per \$1,000 of Net Receipts g - Per \$1,000 of Payroll h - Per \$1,000 of Total Receipts i - Per \$1,000 of Cost j - Each day k - Per 1,000 Gallons l - Each pupil m - Each mile n - Per 1000 Passenger Days o - Each acre p - Each member			
Boat Dealers	10101	H- 2,526,000	.474	.303	1,197	765
Dealers' Insurance Agents' Errors And Omissions Insurance Endorsement Products/Completed Operations are subject to the General Aggregate Limit	85022				350	INCLUDED
Boat Dealers Demonstration Coverage Products/Completed Operations are subject to the General Aggregate Limit	85063				199	INCLUDED
Amendment Of Product and Faulty Repair Coverage - Vehicle Service and Repair and Other Dealers - 75%	85067	H- 2,526,000	INCLUDED	.083	INCLUDED	210
Extended Defense Protection - Dealers - CG-F-62	85072	H- 2,526,000	INCLUDED	.018	INCLUDED	45
Title Errors and Omissions Liability	85098	H- 2,526,000	.017		43	
Certified Acts of Terrorism Premium	85103				5	3

Minimum Premiums:

Prem/Op. 289

Prod/Comp Op. 416

COMMERCIAL GENERAL LIABILITY
CG 20 34 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - LESSOR OF LEASED
EQUIPMENT - AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 9191925

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
BAC PRODUCTIONS LLC 2740 RUE DE JARDIN STE 400 LAKE CHARLES LA 70605	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO THE EXHIBITION BY CIRCLE D BOATS LLC AT SOUTHEAST TEXAS BOAT, SPORT & RV SHOW 5115 IH-10 SOUTH BEAUMONT, TX 77705 FROM TUESDAY, FEBRUARY 26TH TO SUNDAY MARCH 3RD 2019.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

CIRCLE D BOATS INC
6335 HIGHWAY 27
BEAUMONT TX 77705

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

QUICK REFERENCE

COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE FORM CG 00 01)

PLEASE READ YOUR POLICY CAREFULLY

DECLARATIONS PAGES

Named Insured and Mailing Address
Policy Period
Description of Business Operations
Coverages and Limits of Insurance

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I - COVERAGES	Beginning on Page
Coverage A- Bodily Injury and Property Damage Liability	Insuring Agreement 1
Coverage B- Personal and Advertising Injury Liability	Exclusions 2 Insuring Agreement 6
Coverage C- Medical Payments	Exclusions 6 Insuring Agreement 8 Exclusions 8
Supplementary Payments	8
SECTION II - WHO IS AN INSURED	9
SECTION III - LIMITS OF INSURANCE	10
SECTION IV - LIABILITY CONDITIONS	
Bankruptcy	11
Duties In The Event of Occurrence, Claim or Suit	11
Legal Action Against Us	11
Other Insurance	12
Premium Audit	12
Representations	12
Separation of Insureds	13
Transfer of Rights of Recovery Against Others To Us	13
When We Do Not Renew	13
SECTION V - DEFINITIONS	13
COMMON POLICY CONDITIONS	
Cancellation	
Changes	
Examination of Your Books and Records	
Inspections and Surveys	
Premiums	
Transfer of Your Rights and Duties under this Policy	
ENDORSEMENTS (If Any)	

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES**COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products- completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance. These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.



FEDERATED MUTUAL INSURANCE COMPANY
121 East Park Square, Owatonna, MN 55060
(507) 455-5200

DECLARATIONS
COMMERCIAL INLAND MARINE COVERAGE PART

INSURANCE APPLIES ONLY FOR COVERAGE(S) FOR WHICH A COVERAGE FORM OR ENDORSEMENT IS INDICATED.

FORMS AND ENDORSEMENTS APPLICABLE:

Commercial Inland Marine Conditions	CM 00 01 (09-04)
Boat Dealer's Coverage Form	IM-F-28 (10-95)
Cyber Coverage Supplemental Declarations	IM-F-171 (10-18)
Cyber Coverage Form	IM-F-172 (10-18)
Texas Changes - Cyber Coverage	IM-F-173 (TX) (10-18)
Cyber Incident Exclusion	IM-F-175 (01-21)
Texas Changes	CM 01 12 (09-13)
Cannabis Exclusion with Hemp Exception	CM 99 06 (12-19)

This Coverage Part consists of: (1) this Coverage Part Declarations Page; (2) the Schedule of Forms and Endorsements if attached hereto; (3) all forms and endorsements listed on this Coverage Part Declarations Page or, if attached here, the Schedule of Forms and Endorsements; and (4) any other schedules attached hereto.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

BOAT DEALER'S COVERAGE FORM

SCHEDULE

**COVERED PROPERTY AWAY
FROM YOUR BUSINESS PREMISES**

LIMIT OF INSURANCE

\$100,000

DEDUCTIBLE \$1,000

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered. Throughout the policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

Covered Property, as used in this Coverage Form means watercraft, (including motors, equipment, accessories and boat trailers) while away from your business premises.

Coverage applies:

- a. To covered property you own.
- b. To covered property for which you are liable.

2. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

B. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Governmental Action

Seizure or destruction of property by order of governmental authority. But we will pay for "loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

FEDERATED MUTUAL INSURANCE COMPANY

CYBER COVERAGE SUPPLEMENTAL DECLARATIONS

DATA COMPROMISE RESPONSE EXPENSES

Data Compromise

Response Expenses Limit: **\$50,000** Annual Aggregate

Sublimits - Per Occurrence

1 st Party Named Malware:	\$50,000
Forensic IT Review:	\$25,000
Legal Review:	\$25,000
Public Relations:	\$5,000
Regulatory Fines and Penalties:	\$25,000
PCI Fines and Penalties:	\$25,000

Data Compromise Response

Expenses Deductible: **\$2,500** Per Occurrence

COMPUTER ATTACK

Computer Attack Limit: **\$50,000** Annual Aggregate

Sublimits - Per Occurrence

Business Income and Extra Expense:	\$25,000
Public Relations:	\$5,000

Computer Attack Deductible: **\$2,500** Per Occurrence

CYBER EXTORTION

Cyber Extortion Limit: **\$10,000** Annual AggregateCyber Extortion Deductible: **\$2,500** Per Occurrence

DATA COMPROMISE DEFENSE AND LIABILITY

Data Compromise

Defense and Liability Limit: **\$50,000** Annual Aggregate

Sublimits - Per Occurrence

3rd Party Named Malware: **\$50,000**

Data Compromise

Defense and Liability Deductible: **\$2,500** Per Occurrence

FEDERATED MUTUAL INSURANCE COMPANY

CYBER COVERAGE FORM

Throughout this Coverage Form (hereinafter referred to as "Cyber Coverage"), the words "you" and "your" refer to the Named Insured(s) shown in the Declarations and any other person(s) or organization(s) qualifying as a Named Insured under this Cyber Coverage. The words "we", "us", and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to Section F. **DEFINITIONS**.

The terms and conditions of the Common Policy Conditions, Commercial Inland Marine Conditions and Businessowners Common Policy Conditions, and any amendments to such terms incorporated by this Coverage Form are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

A. COVERAGE

This section lists the coverages that apply if indicated in the Cyber Coverage Supplemental Declarations.

1. Data Compromise Response Expenses

- a. Data Compromise Response Expenses applies only if all of the following conditions are met:
 - (1) There has been a "personal data compromise"; and
 - (2) Such "personal data compromise" took place in the "coverage territory"; and
 - (3) Such "personal data compromise" is first discovered by you during the "policy period"; and
 - (4) Such "personal data compromise" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.
- b. If the conditions listed in a. above have been met, then we will provide coverage for the following expenses when they arise directly from such "personal data compromise" and are necessary and reasonable. Items (4) and (5) below apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under item (3) below.

(1) Forensic IT Review

We will pay for a professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals".

This does not include costs to analyze, research or determine any of the following:

- (a) Vulnerabilities in systems, procedures or physical security;
- (b) Compliance with Payment Card Industry or other industry security standards; or
- (c) The nature or extent of loss or damage to data that is not "personally identifying information" or "personally sensitive information".

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

(2) Legal Review

We will pay for a professional legal counsel review of the "personal data compromise" and how you should best respond to it.

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

(3) System Restoration.

We will pay your necessary and reasonable "system restoration costs".

(4) Business Income and Extra Expense

We will pay your actual "business income and extra expense".

(5) Public Relations

If you suffer a covered "business income and extra expense", we will pay for the services of a professional public relations firm to assist you in communicating your response to the "computer attack" to the media, the public and your customers, clients or members.

3. Cyber Extortion

a. Cyber Extortion applies only if all of the following conditions are met:

(1) There has been a "cyber extortion threat"; and

(2) Such "cyber extortion threat" is first made against you during the "policy period"; and

(3) Such "cyber extortion threat" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.

b. If the conditions listed in a. above have been met, then we will pay for your necessary and reasonable "cyber extortion expenses" arising directly from such "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by us. We will not pay for "cyber extortion expenses" that have not been approved in advance by us. We will not unreasonably withhold our approval.

c. You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage.

4. Data Compromise Defense and Liability

a. Data Compromise Defense and Liability applies only if all of the following conditions are met:

(1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of one of the following:

(a) A "claim" brought by or on behalf of one or more "affected individuals"; or

(b) A "regulatory proceeding" brought by a governmental entity.

(2) Such "claim" or "regulatory proceeding" must arise from a "personal data compromise" that:

(a) Took place during the "coverage term";

(b) Took place in the "coverage territory"; and

(c) Was submitted to us and insured under Data Compromise Response Expenses.

(3) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered:

(1) "Loss" directly arising from the "claim"; or

(2) "Defense costs" directly arising from a "regulatory proceeding".

c. All "claims" and "regulatory proceedings" arising from a single "personal data compromise" or interrelated "personal data compromises" will be deemed to have been made at the time that notice of the first of those "claims" or "regulatory proceedings" is received by you.

5. Network Security Defense and Liability

a. Network Security Defense and Liability applies only if all of the following conditions are met:

(1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from a "network security incident" that:

(a) Took place during the "coverage term"; and

(b) Took place in the "coverage territory"; and

(2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

b. If the conditions listed in a. above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim".

9. Your reckless disregard for the security of your computer system or data, including confidential or sensitive information of others in your care, custody or control.
10. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
11. Any "personal data compromise", "computer attack", "cyber extortion threat" or "wrongful act" occurring before the "coverage term".
12. That part of any "claim" seeking any non- monetary relief. However, this exclusion does not apply to "defense costs" arising from an otherwise insured "wrongful act".
13. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.
14. Any threat, extortion or blackmail including, but not limited to, ransom payments and private security assistance. Extortion as used in this exclusion is all types of extortion except a "cyber extortion threat" as defined and covered under the Cyber Extortion coverage in this Cyber Coverage.
15. Any oral or written publication of material, if done by you or at your direction with knowledge of its falsity.
16. "Property damage" or "bodily injury" other than mental anguish or mental injury alleged in a "claim" covered under Electronic Media Defense and Liability.
17. The theft of a professional or business identity.
18. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any "authorized representative" of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion will not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.
19. An "identity theft" where a written police report is not completed.

C. LIMITS OF INSURANCE

1. Aggregate Limits

Except for post-judgment interest, the aggregate limit for each coverage section shown in the Cyber Coverage Supplemental Declarations is the most we will pay for all "loss" under that coverage section in any one "policy period" or any applicable Extended Reporting Period. The aggregate limit shown in the Cyber Coverage Supplemental Declarations applies regardless of the number of insured events first discovered or "claims" or "regulatory proceedings" first received during the "policy period" or any applicable Extended Reporting Period.

2. Coverage Sublimits

a. Data Compromise Sublimits

The most we will pay under Data Compromise Response Expenses for Forensic IT Review, Legal Review, Public Relations, Regulatory Fines and Penalties and PCI Fines and Penalties coverages for "loss" arising from any one "personal data compromise" is the applicable sublimit for each of those coverages shown in the Cyber Coverage Supplemental Declarations.

The most we will pay under Response Expenses coverage for loss arising from any "malware-related compromise" is the 1st Party Named Malware sublimit indicated for this Cyber Coverage. For the purpose of the 1st Party Named Malware sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise".

These sublimits are part of, and not in addition to, the Data Compromise Response Expenses aggregate limit shown in the Cyber Coverage Supplemental Declarations. Public Relations coverage is also subject to a limit per "affected individual" as described in A.1.b.(5).

The most we will pay under Data Compromise Defense and Liability coverage for loss arising from any "malware-related compromise" is the 3rd Party Named Malware sublimit indicated for this Cyber Coverage. For the purpose of the 3rd Party Named Malware sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise". This sublimit is part of, and not in addition to, the limit or limits applicable to the Data Compromise Defense and Liability coverage.

2. The deductible will apply to all:
 - a. "Loss" arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack or Cyber Extortion. However, this does not apply to a "business income and extra expense loss".
 - b. "Loss" resulting from the same "wrongful act" or interrelated "wrongful acts" insured under Data Compromise Defense and Liability, Network Security Defense and Liability or Electronic Media Defense and Liability.
3. In the event that "loss" is insured under more than one coverage section, only the single highest deductible applies.
4. Insurance coverage under Identity Recovery is not subject to a deductible.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to and/or modify the Common Policy Conditions, Commercial Inland Marine Conditions and Businessowners Common Policy Conditions:

1. Bankruptcy

The bankruptcy or insolvency of you or your estate, will not relieve you or us of any obligation under this Cyber Coverage.

2. Defense and Settlement

- a. We shall have the right and the duty to assume the defense of any applicable "claim" or "regulatory proceeding" against you. You shall give us such information and cooperation as we may reasonably require.
- b. You shall not admit liability for or settle any "claim" or "regulatory proceeding" or incur any defense costs without our prior written consent.
- c. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such "claim" or "regulatory proceeding" independently of us. Our liability shall not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.
- d. We will not be obligated to pay any "loss" or "defense costs", or to defend or continue to defend any "claim" or "regulatory proceeding" after the applicable limit of insurance has been exhausted.
- e. We will pay all interest on that amount of any judgment within the applicable limit of insurance which accrues:
 - (1) After entry of judgment; and
 - (2) Before we pay, offer to pay or deposit in court that part of the judgment within the applicable limit of insurance or, in any case, before we pay or offer to pay the entire applicable limit of insurance.

These interest payments will be in addition to and not part of the applicable limit of insurance.

3. Due Diligence

You agree to use due diligence to prevent and mitigate "loss" insured under this Cyber Coverage. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

- a. Providing and maintaining appropriate physical security for your premises, "computer systems" and hard copy files;
- b. Providing and maintaining appropriate computer and Internet security;
- c. Maintaining and updating at appropriate intervals backups of computer data;
- d. Protecting transactions, such as processing credit card, debit card and check payments; and
- e. Appropriate disposal of files containing "personally identifying information", "personally sensitive information" or "third party corporate data", including shredding hard copy files and destroying physical media used to store electronic data.

5. Extended Reporting Periods

- a. You will have the right to the Extended Reporting Periods described in this section, in the event of a "termination of coverage".
- b. If a "termination of coverage" has occurred, you will have the right to the following:
 - (1) At no additional premium, an Automatic Extended Reporting Period of 30 days immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Cyber Coverage; and
 - (2) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Cyber Coverage

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days after the effective date of "termination of coverage". The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

6. Identity Recovery Help Line

For assistance, if Identity Recovery applies, the "identity recovery insured" should call the **Identity Recovery Help Line** at 1-800-414-9812.

The **Identity Recovery Help Line** can provide the "identity recovery insured" with:

- a. Information and advice for how to respond to a possible "identity theft"; and
- b. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the Cyber Coverage. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses".

7. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two years after the date the "loss" or "identity theft" is first discovered by you, or the date on which you first receive notice of a "claim" or "regulatory proceeding".

8. Legal Advice

We are not your legal advisor. Our determination of what is or is not insured under this Cyber Coverage does not represent advice or counsel from us about what you should or should not do.

9. Other Insurance

If there is other insurance that applies to the same "loss", this Cyber Coverage shall apply as follows:

a. Primary Insurance

This insurance is primary over any other valid and collectible insurance issued by us or any of our affiliates.

b. Excess Insurance

This insurance is excess over any other valid and collectible insurance not issued by us or any of our affiliates.

F. DEFINITIONS

1. "**Affected Individual**" means any person who is your current, former or prospective customer, client, patient, member, owner, student, director or employee and whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this Cyber Coverage. This definition is subject to the following provisions:
 - a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".
 - b. An "affected individual" must have a direct relationship with your interests as insured under this policy. The following are examples of individuals who would not meet this requirement:
 - (1) If you aggregate or sell information about individuals as part of your business, the individuals about whom you keep such information do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
 - (2) If you store, process, transmit or transport records, the individuals whose "personally identifying information" or "personally sensitive information" you are storing, processing, transmitting or transporting for another entity do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
 - (3) You may have operations, interests or properties that are not insured under this policy. Individuals who have a relationship with you through such other operations, interests or properties do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of the operation insured under this policy.
 - c. An "affected individual" may reside anywhere in the world.
2. "**Authorized Representative**" means a person or entity authorized by law or contract to act on behalf of an "identity recovery insured".
3. "**Authorized Third Party User**" means a party who is not an employee or a director of you who is authorized by contract or other agreement to access the "computer system" for the receipt or delivery of services.
4. "**Bodily Injury**" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "**Business Income and Extra Expense**" means the loss of Business Income and Extra Expense actually incurred during the Period of Restoration.
 - a. As used in this definition, Business Income means the sum of:
 - (1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and
 - (2) Continuing normal and necessary operating expenses incurred, including employee and director payroll.
 - b. As used in this definition, Extra Expense means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.
 - c. As used in this definition, Period of Restoration means the period of time that begins at the time that the "computer attack" is discovered by you and continues until the earlier of:
 - (1) The date that all data restoration, data re-creation and system restoration directly related to the "computer attack" has been completed; or
 - (2) The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch.
6. "**Claim**"
 - a. "Claim" means:
 - (1) A written demand for monetary damages or non-monetary relief, including injunctive relief;
 - (2) A civil proceeding commenced by the filing of a complaint;
 - (3) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;

- (1) Launch a "denial of service attack" against the "computer system" for the purpose of denying "authorized third party users" access to your services provided through the "computer system" via the Internet;
- (2) Gain access to a "computer system" and use that access to steal, release or publish "personally identifying information", "personally sensitive information" or "third party corporate data";
- (3) Alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system";
- (4) Launch a "computer attack" against a "computer system" in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system"; or
- (5) Cause you to transfer, pay or deliver any funds or property using a "computer system" without your authorization.

b. "Cyber extortion threat" does not mean or include any threat made in connection with a legitimate commercial dispute.

13. "Data Re-creation Costs"

- a. "Data re-creation costs" means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
- b. "Data re-creation costs" does not mean or include costs to research, re-create or replace:
 - (1) Software programs or operating systems that are not commercially available; or
 - (2) Data that is obsolete, unnecessary or useless to you.

14. "Data Restoration Costs"

- a. "Data restoration costs" means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs", such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
- b. "Data restoration costs" does not mean or include costs to research, re-create or replace:
 - (1) Software programs or operating systems that are not commercially available; or
 - (2) Data that is obsolete, unnecessary or useless to you.

15. "Defense Costs"

- a. "Defense costs" means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense and appeal of any "claim" or "regulatory proceeding" against you. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
- b. "Defense costs" does not mean or include the salaries or wages of your employees' or directors, or your loss of earnings.

16. "Denial of Service Attack" means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.

17. "Electronic Media Incident" means an allegation that the display of information in electronic form by you on a website resulted in:

- a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
- b. Defamation against a person or organization that is unintended; or
- c. A violation of a person's right of privacy, including false light and public disclosure of private facts.

18. "Identity Recovery Case Manager" means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured". This includes, with the permission and cooperation of the "identity recovery insured", written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.

- b. When the entity insured under this Cyber Coverage is a partnership, the "identity recovery insureds" are the current partners.
- c. When the entity insured under this Cyber Coverage is a corporation or other form of organization, other than those described in a. or b. above, the "identity recovery insureds" are all individuals having an ownership position of 20% or more of the insured entity. However, if, and only if, there is no one who has such an ownership position, then the "identity recovery insured" will be:
 - (1) The chief executive of the insured entity; or
 - (2) As respects a religious institution, the senior ministerial employee.

An "identity recovery insured" must always be an individual person. If the entity insured under this Cyber Coverage is a legal entity, that legal entity is not an "identity recovery insured".

21. "Identity Theft"

- a. "Identity theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.
- b. "Identity theft" does not mean or include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

22. "Loss"

- a. With respect to Data Compromise Response Expenses, "loss" means those expenses enumerated in Data Compromise Response Expenses, paragraph b.
- b. With respect to Computer Attack, "loss" means those expenses enumerated in Computer Attack, paragraph b.
- c. With respect to Cyber Extortion, "loss" means "cyber extortion expenses".
- d. With respect to Data Compromise Defense and Liability, Network Security Defense and Liability and Electronic Media Defense and Liability, "loss" means "defense costs" and "settlement costs".
- e. With respect to Identity Recovery, "loss" means those expenses enumerated in Identity Recovery, paragraph b.

23. "Malware Attack"

- a. "Malware attack" means an attack that damages a "computer system" or data contained therein arising from malicious code, including viruses, worms, trojans, spyware and keyloggers.
- b. "Malware attack" does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your "computer system" during the manufacturing process or normal maintenance.

24. "Malware-Related Compromise" means a "personal data compromise" that is caused, enabled or abetted by a virus or other malicious code that, at the time of the "personal data compromise", is named and recognized by the CERT® Coordination Center, McAfee®, Secunia, Symantec or other comparable third party monitors of malicious code activity.

25. "Network Security Incident" means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen:

- a. The unintended propagation or forwarding of malware, including viruses, worms, trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;
- b. The unintended abetting of a "denial of service attack" against one or more other systems; or
- c. The unintended loss, release or disclosure of "third party corporate data".

26. "Personal Data Compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

- a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:
 - (1) You; or

- (2) Is where any "wrongful act" took place for which such fines, or penalties were awarded or imposed;
- (3) Is where you are incorporated or you have your principal place of business; or
- (4) Is where we are incorporated or have our principal place of business.

33. "System Restoration Costs"

- a. "System restoration costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your computer system to its pre-"computer attack" level of functionality:
 - (1) Replace or reinstall computer software programs;
 - (2) Remove any malicious code; and
 - (3) Configure or correct the configuration of your computer system.
- b. "System restoration costs" does not mean or include:
 - (1) Costs to increase the speed, capacity or utility of a "computer system" beyond what existed immediately prior to the "computer attack";
 - (2) Labor costs of your employees or directors;
 - (3) Any costs in excess of the actual cash value of your computer system; or
 - (4) Costs to repair or replace hardware.

34. "Termination of Coverage" means:

- a. You or we cancel this coverage;
- b. You or we refuse to renew this coverage; or
- c. We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this Cyber Coverage.

35. "Third Party Corporate Data"

- a. "Third party corporate data" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not an insured under this Cyber Coverage which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.
- b. "Third party corporate data" does not mean or include "personally identifying information" or "personally sensitive information".

36. "Unauthorized Access Incident" means the gaining of access to a "computer system" by:

- a. An unauthorized person or persons; or
- b. An authorized person or persons for unauthorized purposes.

37. "Wrongful Act"

- a. With respect to Data Compromise Defense and Liability, "wrongful act" means a "personal data compromise".
- b. With respect to Network Security Defense and Liability, "wrongful act" means a "network security incident".
- c. With respect to Electronic Media Defense and Liability, "wrongful act" means an "electronic media incident".

ALL OTHER PROVISIONS OF THIS POLICY APPLY.

BIDDER INFORMATION FORM

**Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.
PLEASE PRINT.**

Bid Number & Name: (IFB 20-024/JW) Replacement Outboard Motors and Rigging Kits for the Jefferson County Sheriff's Marine Division

Bidder's Company/Business Name: CIRCLE D BOATS LLC

Bidder's TAX ID Number:

If Applicable: **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: CHRIS DOMINO Title: MANAGER

Phone Number (with area code): (409) 722-5230

Alternate Phone Number if available (with area code): (404) 504 9837

Fax Number (with area code): (409) 729-0648

Email Address: circledbots@yahoo.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

6335 Hwy 347

Address BEAUMONT TX 77705

City, State, Zip Code

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Jamey West, Contract Specialist at 409-835-8593 or via email at: jwest@co.jefferson.tx.us. Please reference Bid Number: IFB 22-024/JW

Please be sure to review these bid specifications *carefully*, as the item that you are offering must **MEET OR EXCEED** these specifications.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for **Outboard Motors and Rigging Kits, to include installation services with the purchase of the bid items.**

All bids should be for **brand new, completely unused equipment.**

DE- RIGGING AND INSTALLATION:

1. All De-Rigging of existing motors and assemblies shall be performed at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds, on a schedule to be determined by Sheriff's Marine Personnel. All existing motors and assemblies shall remain property of the Jefferson County Sheriff's Office.
2. All Rigging of NEW motors and all assemblies shall be performed at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds, on a schedule to be determined by Sheriff's Marine Personnel.

WARRANTY:

Any and all warranty shall be in accordance with manufacturer's standards and conditions for a period of **3 years**. Any and all warranty work to be performed shall be on an "as needed" basis and performed at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds, on a schedule to be determined by Sheriff's Marine Personnel.

DELIVERY OF PURCHASED ITEMS:

All Items Purchased (Including Installation Services) as a result of this bid shall be delivered/Performed in hand to the Jefferson County Sheriff's Office Marine Division location at the Jefferson County Sheriff's Marine Hangar, Beaumont, Texas 77705 – Jack Brooks Regional Airport grounds on or before September 1, 2022. Delivery/Installation shall be coordinated with the Sheriff's Marine Division by

EQUIVALENT ITEMS:

Bid Item Descriptions as listed/written on the BID FORM are intended to define the level of quality, performance, and features **ONLY**. Products offered shall be of equivalent dimensions, quality, performance and features or better (the brand name product listed is not required).

INSTRUCTIONS TO BIDDERS (RE: BRAND REFERENCE / EQUIVALENT BID ITEMS)

References to a Manufacturer's Product by Brand Name or Number are done solely to establish the minimum quality and performance characteristics required.

Bidders Submitting Bids for Alternate/Equivalent Items:

- ▶ Bidders may submit bids on alternate/equivalent items, but MUST attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms) for any alternate at the time of the bid.
- ▶ Bidders offering alternate/equivalent items MUST ALSO submit an ITEMIZED COMPARISON documenting equivalence for dimensions, quality, performance, and features of the products offered.

Further, the Bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a Bidder's alternate rests solely with Jefferson County.

Bidders Submitting Bids for *EXACT* Make/Model as specified:

- ▶ Bidders offering the exact make/model as specified, **MUST** attach TWO (2) COPIES of the MANUFACTURER SPECIFICATIONS (to include full warranty terms).

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): ADDENDUM 1 (5/11/22)

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

CIRCLE D BOATS LLC

Company Name

6335 Hwy 365

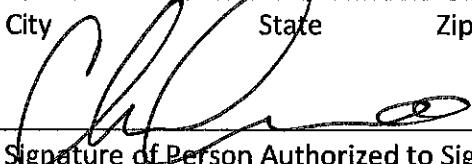
Address

BEDFORD TX 77006

City

State

Zip


Signature of Person Authorized to Sign

For clarification of this offer, contact:

CHRIS DOMINO, MANAGER

Name & Title

(409)722-5230 (409)729-0648

Phone

Fax

circledboats@yahoo.com

E-mail

CHRIS DOMINO

Printed Name

MANAGER

Title

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as **Contract No. 22-024/JW, Replacement Outboard Motors and Rigging Kits for the Jefferson County Sheriff's Marine Division**. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick
Jefferson County Judge**Date****ATTEST:**

Laurie Leister
Jefferson County Clerk

Bid Number IFB 22-024/JW
Replacement Outboard Motors and
Rigging Kits for Jefferson County
Sheriff's Marine Division

Bidder: Circle D Boats, LLC
Bidder Contact: Chris Domino

NOTICE OF EXCEPTION

Bid EXCEPTION: Time of Performance;
Bidder, Circle D Boats, LLC excepts to the
Bid Specifications and requirements as
to time of performance due to supply
chain delays for acquisition of specified
Motors and related parts, which will be
unavailable in the market until March

2023, thus rendering the Delivery Date of September 1, 2022 impossible.

Thus, Circle D Boats LLC's delivery date, as an EXCEPTION to the Bid Specifications, will be on or before the later of (i) March 31, 2023 or (ii) on or before the expiration of thirty (30) days after receipt of the specified Mercury motors by Circle D Boats, LLC.

BID FORM

BIDDER INSTRUCTIONS: Please complete the BID FORM below. Pricing may be typed or printed legibly.

If bidding **EQUIVALENT ITEMS**, please follow the instructions (and provide all required documentation) for equivalent bidding as written on PAGE 37 of this bid packet.

Bid Item	Mercury Item No.	Item Name/Description	Qty.	Unit Price	Item Total
1.	8M0079499	R/C CONS KT-DUAL	4	\$ 2829 .00	\$ 11316 .00
Equivalent Make: _____					Equivalent Model: _____
2.	8M0138327	PANEL-KEY SWITCH	4	\$ 77 .00	\$ 308 .00
Equivalent Make: _____					Equivalent Model: _____
3.	8M0113732	HARNESS-CLEAN PWR	8	\$ 66 .00	\$ 528 .00
Equivalent Make: _____					Equivalent Model: _____
4.	892451T25	HARNESS ASSY	4	\$ 200 .00	\$ 800 .00
Equivalent Make: _____					Equivalent Model: _____
5.	892451T30	HARNESS ASSY	4	\$ 207 .00	\$ 828 .00
Equivalent Make: _____					Equivalent Model: _____
6.	8M0124496	V-VIEW 703 MULTI	4	\$ 2362 .00	\$ 9448 .00
Equivalent Make: _____					Equivalent Model: _____
7.	8M0149598	RIGGING TUBE KIT	8	\$ 51 .00	\$ 408 .00
Equivalent Make: _____					Equivalent Model: _____
8.	67755A14	BOLT KIT-550 IN	8	\$ 33 .00	\$ 264 .00
Equivalent Make: _____					Equivalent Model: _____
9.	8M0109756	DOUBLE NUT KIT	8	\$ 18 .00	\$ 144 .00
Equivalent Make: _____					Equivalent Model: _____

BID FORM CONTINUED ON NEXT PAGE (PAGE 49)

BID FORM CONTINUED.

Bid Item	Mercury Item No.	Item Name/Description	Qty.	Unit Price	Item Total
10.	8M0151321	REV4 146X19 RH	4	\$ 649 .00	\$ 2596 .00

Equivalent Make: _____ Equivalent Model: _____

11.	8M0151320	REV4 146X19 LH	4	\$ 649 .00	\$ 2596 .00
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Equivalent Make: _____ Equivalent Model: _____

12.	8M0101601	FLO TORQ SSR HD	8	\$ 138 .00	\$ 1104 .00
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Equivalent Make: _____ Equivalent Model: _____

13.	STARBOARD ENGINE MODEL	13000033A 300XXL SEAPRO DTS	4	\$ 19728 .00	\$ 78912 .00
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Equivalent Make: _____ Equivalent Model: _____

14.	PORT ENGINE MODEL	13000035A 300CXXL SEAPRO DTS	4	\$ 20,089 .00	\$ 80,356 .00
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Equivalent Make: _____ Equivalent Model: _____

15.	STARBOARD LOWER UNIT ASSEMBLY	8M0142321	4	\$ 7794 .00	\$ 31176 .00
-----	-------------------------------	-----------	---	-------------	--------------

Equivalent Make: _____ Equivalent Model: _____

16.	PORT LOWER UNIT ASSEMBLY	8M0142322	4	\$ 7794 .00	\$ 31176 .00
-----	--------------------------	-----------	---	-------------	--------------

Equivalent Make: _____ Equivalent Model: _____

17. INSTALLATION COST PER OUTBOARD MOTOR: TO INCLUDE ON-SITE DELIVERY AND DE-RIGGING OF EXISTING OUTBOARD MOTOR

\$ 3530 .00 EA./PER OUTBOARD MOTOR = 28,240

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):	
Addendum 1	Date Received <u>5/18/21</u>
Addendum 2	Date Received _____
Addendum 3	Date Received _____

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: MERCURY MARINE

Address: 116250 PIONEER RD#1 FOND DU LAC, WI 54936-1939

Contact Person and Title: CRAIG PASCHIE

Phone: (512) 713-4440 Fax: (920) 929-5040

Email Address: _____ Contract Period: 2012 - PRESENT

Scope of Work: SALES REP - MERCURY MARINE DIVISION

REFERENCE TWO

Government/Company Name: DONAVAN MARINE

Address: 3130 PAWNERS, HOUSTON TX 77054

Contact Person and Title: MARCUS CARPENTER

Phone: (281) 443-9837 Fax: (713) 734-4171

Email Address: _____ Contract Period: 2013 - PRESENT

Scope of Work: SALES REP - DONAVAN

REFERENCE THREE

Government/Company Name: LAND AND SEA, DIVISION OF BRUNSWICK
MARINE

Address: 9254 PARK SOUTH VIEW, SUITE 450, HOUSTON, TX 77051

Contact Person and Title: RICK SCOTT

Phone: (979) 324 7036 Fax: 800-432-7652

Email Address: _____ Contract Period: 2015 - PRESENT

Scope of Work: TEXAS SALES REP

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

CIRCLE D BOATS LLC

Bidder (Entity Name)

6335 Hwy 347

Street & Mailing Address

BEAUMONT TX 77705

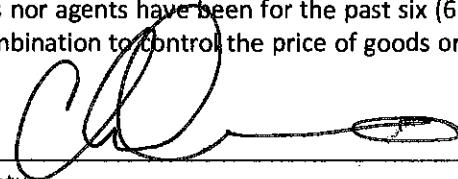
City, State & Zip

(409) 722-5230

Telephone Number

circledbots@yahoo.com

E-mail Address



Signature

CHRIS DOMINO

Print Name

MAY 23, 2022

Date Signed

(409) 729-0648

Fax Number

REQUIRED FORM

Bidder: Please complete this form
and include with bid submission.

CERTIFICATION REGARDING LOBBYING

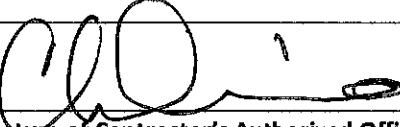
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

	
Signature of Contractor's Authorized Official	
<u>CHRIS DOMINO, MANAGER</u>	
Name and Title of Contractor's Authorized Official (Please Print)	
<u>5/23/22</u>	
Date	

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

CONFlict OF INTEREST QUESTIONNAIRE

CONFlict OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>CIRCLE D BOATS, LLC</p>		Date Received
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p>None</p> <p>Name of Officer</p>		
<p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p>		
<p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p>Chase</p>		
<p>4</p> <p>Signature of vendor doing business with the governmental entity</p>		<p>5/23/22</p> <p>Date</p>

Adopted 8/7/2015

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

**LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		
<p>1 Name of Local Government Officer</p>		<p>OFFICE USE ONLY</p>
<p>2 Office Held</p>		<p>Date Received</p>
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p>4 Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>		
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>		
<p>6 AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right;">_____ Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p style="text-align: center;">_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>		

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

ATTEMPT TO USE

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. <i>NONE AVAILABLE IN AREA FOR SPECIALTY PRODUCTS FOR THIS BID</i>

If "No" was selected, please explain and include any pertinent documentation with your bid.

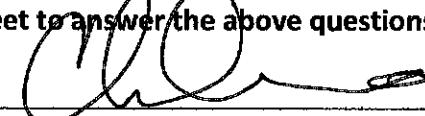
If necessary, please use a separate sheet to answer the above questions.

CHRIS DOMINO

Printed Name of Authorized Representative

MANAGER

Title



Signature

5/23/22

Date

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: CIRCLE D BOATS LLC HUB: Yes No

Address: 10335 Hwy 367, Beaumont TX 77705
Street City State Zip

Phone (with area code): (409) 722 5230 Fax (with area code): (409) 729 0648

Project Title & No.: REPLACEMENT OUTBOARD MOTOR & RIGGING KITS
IFB-22-024/JW

Prime Contract Amount: \$ 280 068

HUB Subcontractor Name: NONE KNOWN AVAILABLE FOR THESE
SPECIALIZED PRODUCTS

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

CHRIS DOMINGO
Printed Name of Contractor Representative

Chris Domingo
Signature of Representative

5/23/22
Date

Printed Name of HUB

Signature of Representative

Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

Prime Contractor: CIRCLE D BOATS LLC HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: 6335 Hwy 347 BEAUMONT TX 77705

Phone (with area code): (409)-722-5230 Fax (with area code): (409) 729 - 0648

Project Title & No.: IPB-22-024-JW
MOTOR REPLACEMENT & RIGGING KIT IFB/RFP No.: 22-024-JW (22-024/JW)

Total Contract: \$ 280,068 Total HUB Subcontract(s): \$

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity):

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____

Contact person: _____ Title: _____

Phone (with area code): Fax (with area code):

Prepared Subcontract Amount: \$ _____ Percentage of Prime Contract: _____

Downloaded from <http://ahajournals.org> by on April 1, 2019

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.

Address: _____
 Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

**All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III) *(VENDORS ONLY)*
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s): *(SPECIALIZED PRODUCTS DID NOT HAVE AVAILABLE HUBS)*
- Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?

Yes

No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection. *VENDORS ONLY*

Subcontractor Name: MERCURY MARINE

Address: HOUSTON TX DIVISION

Street

City

State

Zip

Contact person: CRAIG PASCH Title: SALES REP

Phone (with area code): (512) 713-4440 Fax (with area code): _____

Proposed Subcontract Amount: \$ 500 BID Percentage of Prime Contract: 185.7 %

Description of Subcontract Work to be Performed: MOTORS SALES

Subcontractor Name: _____

Address: _____

Street

City

State

Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: % _____

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street _____ City _____ State _____ Zip _____

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: % _____

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): CHRIS DOMINO

Title: MANAGER

Signature: 

Date: 5/23/22

E-mail address: circled boats@yahoo.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): CHRIS DOMINO

Title: MANAGER

Date: 5/23/22

E-mail address: circled boats@yahoo.com

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that CIRCLE D BOATS [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	<u>JEFF Cty TAX ID# 24932L</u>
Company Name submitting bid/proposal:	<u>CIRCLE D BOATS</u>
Mailing address:	<u>6335 Hwy 347, BEAUMONT TX 77705</u>
If you are an individual, list the names and addresses of any partnership of which you are a general partner: <u>CHRIS DOMINO</u> <u>OWNER / SOLE MEMBER - CIRCLE D BOATS</u>	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
<u>ID # 24932L</u>	<u>6335 Hwy 347, BEAUMONT</u>

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

2022 Notice of Appraised Value

JEFFERSON CENTRAL APPRAISAL DISTRICT
PO BOX 21337
4610 S. 4TH STREET
BEAUMONT, TX 77720-1337

Phone: 409-840-9944 Fax: 409-840-9732 <http://www.jcad.org/>

DATE OF NOTICE: April 15, 2022

Property ID: 249326
Ownership %: 100.00
Geo ID: 300032-000-001210-00000
DBA: CIRCLE D BOATS
Legal: TR 5-F-2 AB 32 P HUMPHREYS 1.331AC
Legal Acres: 1.331
Situs: HIGHWAY 347 BEAUMONT, TX 77705
Owner ID: 140919
EFile PIN: MGd9816TqtQg

40589 1 AV 0.426*****AUTO**5-DIGIT 77705 5DGS 2 FT 169

Property ID: 249326 - 300032-000-001210-00000

DOMINO CHRISTOPHER
6335 HIGHWAY 347
BEAUMONT TX 77705-7629



The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials.

If you qualified your home for an age 65 and older or disabled person homestead exemption for school taxes, the school taxes on that home cannot increase as long as you own and live in that home. The tax ceiling is the amount that you pay in the year that you qualified for the 65 and older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs and maintenance).

Beginning August 7th, visit Texas.gov/PropertyTaxes to find a link to your local property tax database where you can easily access information regarding your property taxes, including information regarding the amount of taxes that each entity that taxes your property will impose if the entity adopts its proposed tax rate. Your local property tax database will be updated regularly during August and September as local elected officials propose and adopt the property tax rates that will determine how much you pay in property taxes. Property owners who file a notice of protest with the appraisal review board (ARB) may request an informal conference with the appraisal district to attempt to resolve disputes prior to a formal ARB hearing. In counties with populations of 1 million or more, property owners may request an ARB special panel for certain property protests. Contact your appraisal district for further information.

If you currently receive a residence homestead exemption, the exemption amounts shown on this notice are those provided by law as of the date of this notice. If Texas voters approve the proposed constitutional amendment to increase the general residence homestead exemption for school taxes from \$25,000 to \$40,000, your exemption amount will automatically increase, and school districts will compute your taxes using the greater exemption amount.

To file a protest, complete the notice of protest form following the instructions included in the form and no later than the deadline below, mail or deliver the form to the appraisal review board at the following address: 4610 S 4th St Beaumont, TX 77705.

Deadline for filing a protest: **May 16, 2022**

Location of Hearings: **4610 S 4th St Beaumont, TX 77705**

ARB will begin hearings: **May 24, 2022**

CLUDED are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies; (2) Notice of Protest; and Exemption Description List.

If you have any questions or need more information, please contact the appraisal district office at 409-840-9944 or at the address shown above.

Sincerely,

Angela Bellard, RPA, RES, AAS

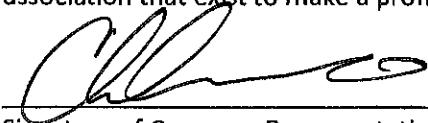
HOUSE BILL 89 VERIFICATION

I, CHRIS DOMINO, the undersigned representative of (company or business name) CIRCLE D BOATS LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. **“Boycott Israel”** means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. **“Company”** means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or a limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.



Signature of Company Representative

5/23/21

Date

On this 23 day of May, 2021, personally appeared

CHRIS DOMINO, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

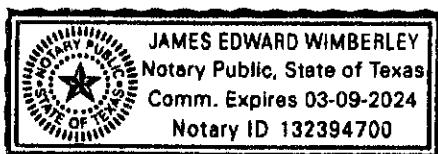
Notary Seal

Notary Signature



ST 23/21

Date



SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

CIRCLE D BOATS LLC

Company Name

IFB 20-024/JW

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF TEXAS

COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS,

on this day personally appeared CHRIS DOMINO, who
(name)

after being by me duly sworn, did depose and say:

"I, CHRIS DOMINO _____ am a duly authorized officer of/agent
(name)
for CIRCLE D BOATS LLC _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said CIRCLE D BOATS LLC _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: CIRCLE D BOATS LLC

16335 Hwy 347, BEAUMONT TX 77708

Fax (409) 724 0648 Telephone# (409) 722 5230

by: CHRIS DOMINO Title: MANAGER
(print name)

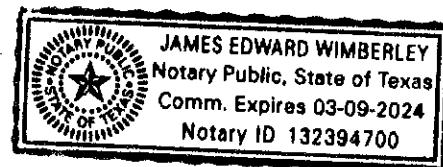
Signature: Chris Domino

SUBSCRIBED AND SWORN to before me by the above-named

CHRIS DOMINO on

this the 23rd day of MAY, 2022.

James Edward Wimberley
Notary Public in and for
the State of TX



REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

Bid Number IFB 22-024/JW
Replacement Outboard Motors and
Rigging Kits for Jefferson County
Sheriff's Marine Division

Bidder: Circle D Boats, LLC
Bidder Contact: Chris Domino

**NOTICE OF EXCEPTION:
Time of Performance**

RECD BY JEFF CORPUS, 10:05 AM MAY 25, 2022



JEFFERSON COUNTY
OFFICE SUPPLY PURCHASE REQUISITION
MAY 8, 2000

REQ#

Date: 26-May-22

Account #:

DEPARTMENT: Chief Miller-Law Enforcement

Delivery ATTEN: Jamie Miller Capital Item: No
 Address: 1001 Pearl St SIGNATURE:

City, St., Zip: BEAUMONT, TX. 77701

PAGE	QTY.	UNIT	NUMBER	ARTICLE OR SERVICE	PRICE	TOTAL
		ea		Proposal from Preferred Facilities		\$53,221.64
		ea			\$	-
		ea			\$	-
		ea			\$	-
		ea			\$	-
		ea			\$	-
		ea		****BID FOR MARINE DIVISION****	\$	-
		ea			\$	-
		ea			\$	-
		ea			\$	-
		ea			\$	-
		ea			\$	-
		ea			\$	-
		ea			\$	-
		ea			\$	-
						\$53,221.64

CONTRACTED VENDOR:

NAME:	Lester Renfrow	FOR PURCHASING DEPT. USE ONLY
ADDRESS:		PURCHASE ORDER #:
PHONE #	409-790-3636	BUYER SIGNATURE:
FAX #:		
ACCOUNT NO.		PURCHASING APPROVAL:
CONTACT PERSON:		

MATERIAL SAFETY DATA SHEETS - Under the Hazardous Communication Act, "commonly known as the "Texas Right to Know Act," a bidder must provide to the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

From: "L Renfrow" <lrenfrow@pfg-usa.com>
To: "records@co.jefferson.tx.us" <records@co.jefferson.tx.us>
Cc: "Michael Waidley" <mwaidley@pfg-usa.com>
Subject: Sabine Pass Port Authority Proposal for Painting
Date: 5/25/2022 1:57:23 PM

Please see attached Proposal.

Thank you

Lester Renfrow

409-790-3636

Lester Renfrow
Estimator



"Building the Future - Restoring the Past"

PO Box 20658
Beaumont, TX 77720
409.842.8293



Mailing Address:

PO Box 20658

Beaumont, TX 77720-0658

5/25/2022

(409) 842-8181

(409) 842-2274

pfg@pfg-usa.com

pfg-usa.com

Jeff Chadney

Jefferson County

Sabine Pass Port Authority

5960 1st Ave.

Sabine Pass, Texas 77655

Job Order Contracting

Project: "JC Sabine Pass Port Authority Painting"

Co-Op Purchasing Agreements

Subject: "Proposal"

Indefinite Delivery, Indefinite Quantity - IDIQ

Dear Mr. Chadney,

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

Multiple Award Construction Contracts - MACC

Proposal Recap:

- Pressure wash exterior siding, soffits / ceilings, beams, trims, rails, and decks.
- Prep and paint exterior.
- Stain / seal exposed wood beams at ground floor ceilings, and 2nd floor decks and handrails.
- Prep and paint interior walls and ceilings.
- Paint doors (excludes PLAM doors) and all frames.
- Repair exterior door with stainless steel continuous hinges.
- Demo and replace damaged exterior door.
- Replace 1 ceiling fan.
- Excludes cabinets, previously unfinished items, and factory finished items.

*Task Order Contracts
TOC*

Proposal Cost	\$ 51,923.55
Bond (if applicable)	\$ 1,298.09
Total Price	\$ 53,221.64

Construction Management - Agent or At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

We estimate approximately thirty (30) working days to complete upon material delivery. We explicitly exclude all liquidated damages for this project due to the volatility of the market and supply chain challenges.

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Please contact us at 409-842-8293 at your convenience to discuss this estimate





Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

■ (409) 842-8181
■ (409) 842-2274
■ pfg@pfg-usa.com
■ pfg-usa.com

Job Order Contracting

Co-Op Purchasing Agreements

Indefinite Delivery, Indefinite Quantity - IDIQ

Multiple Award Construction Contracts - MACC

Task Order Contracts
TOC

Construction Management – Agent or At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waidley
Division Manager

cc: PFG/file
22-0102R1

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST
DATE 6-7-22





Preliminary Estimate, by estimator

Lester Renfrow

Preferred Facilities Group - USA

201017MR-17 - 2018 C P 201017MR-17 (JOC - IDIQ) - First Option - 2/26/2021 to

2/25/2022Jefferson County SP Port Authority Painting - 21-0102R1*

Lester Renfrow

Estimator: Lester Renfrow

Division Summary (MF04)

01 - General Requirements	\$7,719.06	26 - Electrical
02 - Existing Conditions	\$625.00	27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection	\$1,395.06	34 - Transportation
08 - Openings	\$2,136.00	35 - Waterway and Marine Transportation
09 - Finishes	\$47,122.16	41 - Material Processing and Handling Equipment
10 - Specialties		44 - Pollution Control Equipment
11 - Equipment		46 - Water and Wastewater Equipment
12 - Furnishings		48 - Electric Power Generation
13 - Special Construction		Priced O&P
14 - Conveying Equipment		\$602.38
21 - Fire Suppression		\$382.40
22 - Plumbing	\$475.00	Trades
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		Assemblies
25 - Integrated Automation		FMR

Totalising Components

Priced Line Items	\$60,457.06	2020 Choice Partners JOC - IDIQ Normal (-11.0000%)	\$6,076.41
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	(\$2,116.00)	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	(\$341.10)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$9,323.20	Total Priced Items:	46	\$60,457.06
Labor:	\$48,650.58	Total Non-Priced Items:	0	\$0.00
Equipment:	\$2,493.28			0.00%
Other:	\$0.00			
Laborhours:	565.80			
Green Line Items:	\$739.68			

Grand Total \$51,923.55

Summary of tagged estimates...

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Division Summary (MF04)

01 - General Requirements	26 - Electrical
02 - Existing Conditions	27 - Communications
03 - Concrete	28 - Electronic Safety and Security
04 - Masonry	31 - Earthwork
05 - Metals	32 - Exterior Improvements
06 - Wood, Plastics, and Composites	33 - Utilities
07 - Thermal and Moisture Protection	34 - Transportation
08 - Openings	35 - Waterway and Marine Transportation
09 - Finishes	41 - Material Processing and Handling Equipment
10 - Specialties	44 - Pollution Control Equipment
11 - Equipment	46 - Water and Wastewater Equipment
12 - Furnishings	48 - Electric Power Generation
13 - Special Construction	Priced O&P
14 - Conveying Equipment	Trades
21 - Fire Suppression	Assemblies
22 - Plumbing	FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	MF04 Total (Without totalling components)
25 - Integrated Automation	\$739.68

Totalling Components

Priced Line Items	\$739.68	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$78.52
RSMeans BEAUMONT, TX CCI 2022Q2: 96.50%	\$(25.89)		

Material, Labor, and Equipment Totals (No Totalling Components)

	Priced/Non-Priced		
Material:	Total Priced Items:	2	\$739.68
Labor:	Total Non-Priced Items:	0	\$0.00
Equipment:			0.00%
Other:			
Laborhours:			
Green Line Items:	2		\$739.68

Estimate Grand Total

\$635.27

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

		Ceiling Fan				
Item	Description	UM	Quantity	Unit Cost	Total	Book
23 - Heating, Ventilating, and Air-Conditioning (HVAC)						
1 23-34-23-10-3040	Fans, ceiling fan, paddle blade air circulator, 6,500 CFM high, 4,000 CFM low, 52", includes 3 speed switch	Ea.	1.0000	\$475.00	\$475.00 RSM21FAC	P
23 - Heating, Ventilating, and Air-Conditioning (HVAC) Total					\$475.00	
Priced O&P						
2 23-34-23-10-3040	Demo - Fans, ceiling fan, paddle blade air circulator, 6,500 CFM high, 4,000 CFM low, 52", includes 3 speed switch Labor Adjustment: -75% of \$352.90 = \$-264.68	Ea.	1.0000	\$264.68	\$264.68 CUSTOM	P
Priced O&P Total					\$264.68	
Estimate Grand Total					635.27	

Using O&P Pricing
Bare Costs: (M:\$111.00 L:\$232.00 E: O:2.20 LH:3.636)
O&P Labor Calc = O&P Total - (Bare Material + 10.0000%) - (Bare Equipment + 10.0000%)

O&P Labor Calc = O&P Total - (\$122.10 - \$0.00) = \$352.90

Labor w/CCL = \$352.90 * 100.0000% = \$352.90

Using O&P Pricing
Bare Costs: (M:\$111.00 L:\$232.00 E: O:2.20 LH:3.636)

O&P Labor Calc = O&P Total - (Bare Material + 10.0000%) - (Bare Equipment + 10.0000%)

(\$475.00 - \$122.10 - \$0.00) = \$352.90

Labor w/CCL = \$352.90 * 100.0000% = \$352.90

Priced O&P Total**\$264.68****635.27**

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Division Summary (MF04)

01 - General Requirements	26 - Electrical
02 - Existing Conditions	27 - Communications
03 - Concrete	28 - Electronic Safety and Security
04 - Masonry	29 - Earthwork
05 - Metals	30 - Exterior Improvements
06 - Wood, Plastics, and Composites	31 - Utilities
07 - Thermal and Moisture Protection	32 - Transportation
08 - Openings	33 - Waterway and Marine Transportation
09 - Finishes	34 - Material Processing and Handling Equipment
10 - Specialties	41 - Material Processing and Handling Equipment
11 - Equipment	44 - Pollution Control Equipment
12 - Furnishings	46 - Water and Wastewater Equipment
13 - Special Construction	48 - Electric Power Generation
14 - Conveying Equipment	Fried O&P
21 - Fire Suppression	Trades
22 - Plumbing	Assemblies
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	FM&R
26 - Integrated Automation	MF04 Total (Without totalling components)

Totalling Components

Priced Line Items	\$2,473.70	2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$262.58
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$86.59		
Material, Labor, and Equipment Totals (No Totalling Components)			
Material:	\$1,305.15	\$2,473.70	
Labor:	\$1,168.55	\$0.00	0.00%
Equipment:	\$0.00		
Other:	\$0.09		
Laborhours:	13.26		
Green Line Items:	\$0.00		
Estimate Grand Total		\$2,124.54	

Doors

26 - Electrical	27 - Communications
28 - Electronic Safety and Security	29 - Earthwork
30 - Exterior Improvements	31 - Utilities
32 - Transportation	33 - Waterway and Marine Transportation
34 - Material Processing and Handling Equipment	35 - Material Processing and Handling Equipment
41 - Material Processing and Handling Equipment	44 - Pollution Control Equipment
44 - Pollution Control Equipment	46 - Water and Wastewater Equipment
46 - Water and Wastewater Equipment	48 - Electric Power Generation
Fried O&P	Fried O&P
Trades	Assemblies
Assemblies	FM&R
FM&R	MF04 Total (Without totalling components)
MF04 Total (Without totalling components)	\$2,473.70

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Doors						
Item	Description	UM	Quantity	Unit Cost	Total	Book
08 - Openings						
1	08-05-05-10-0200	Door demolition, exterior door, single, 3' x 7' high, 1-3/4" thick, remove	Ea.	1.0000	\$36.00	\$36.00 RSM22FAC P
2	08-05-05-10-2200	Door demolition, door frames, wood, remove	Ea.	1.0000	\$44.50	\$44.50 RSM22FAC L, O&P P
3	08-17-23-10-1640	Doors, prehung, exterior, entrance door, flush, birch, solid core, 4-5/8" solid jamb, 1-3/4" x 6'-8" x 3'-0" wide wood door	Ea.	1.0000	\$580.00	\$580.00 RSM22FAC M, L, O&P P
4	08-71-20-30-0020	Door hardware, door closer, rack and pinion, adjustable backcheck, 3 way mount, all sizes, regular arm	Ea.	1.0000	\$305.00	\$305.00 RSM22FAC M, L, O&P P
5	08-71-20-65-2330	Threshold, aluminum, ADA, 6" wide x 36" long	Ea.	1.0000	\$90.50	\$90.50 RSM22FAC P
6	08-71-20-91-8090	Door hardware, special hinges, continuous hinge, stainless steel, door, heavy du at ext double door	Ea.	2.0000	\$540.00	\$1,080.00 RSM22FAC M, L, O&P P
08 - Openings Total					\$2,136.00	
Priced O&P						
7	08-05-05-10-0200	R&R - Door demolition, exterior door, single, 3' x 7' high, 1-3/4" thick, remove exterior double to change hinges	Ea.	2.0000	\$36.00	\$72.00 CUSTOM L, O&P P
(Repriced 5/16/2022)						
		Labor Adjustment: 100% of \$36.00 = \$36.00				
		Using O&P Pricing				
		Bare Costs: (M: L:\$23.00 E: O:16.00 LH:0.500)				
		O&P Labor Calc = O&P Total - (Bare Material + 10.000%) * (Bare Equipment + 10.000%)				
		\$36.00 - \$0.00 = \$36.00				
		Labor w/CC1 = \$36.00 * 100.000% = \$36.00				
8	08-71-20-30-0020	R&R - Door hardware, door closer, rack and pinion, adjustable backcheck, 3 way mount, all sizes, regular arm	Ea.	1.0000	\$121.30	\$121.30 CUSTOM L, O&P P
		Labor Adjustment: 100% of \$121.30 = \$121.30				
		Using O&P Pricing				
		Bare Costs: (M:\$167.00 L:\$75.00 E: O:6.00 LH:1.333)				
		O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%)				
		\$305.00 - \$183.70 - \$0.00 = \$121.30				
		Labor w/CC1 = \$121.30 * 100.000% = \$121.30				
9	08-71-20-40-0400	R&R - Door hardware, lockset, standard duty, cylindrical, with sectional trim, keyed, single cylinder function	Ea.	2.0000	\$72.20	\$144.40 CUSTOM L, O&P P
		Labor Adjustment: 100% of \$72.20 = \$72.20				

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Printed 24 MAY 2022 8:41AM v2.643

Jefferson County SP Port Authority Painting - 21-0102R1*

FOR OFFICIAL USE ONLY**Preliminary Estimate, by estimates****Doors**

Priced O&P	Description	UM	Quantity	Unit Cost	Total	Book
<hr/>						
	Using O&P Pricing Bare Costs: (M:\$178.00 L:\$45.00 E: O:10.00 L:H:0.800) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) \$268.00 - \$195.80 - \$0.00 = \$72.20 Labor w/CCI = \$72.20 * 100.000% = \$72.20					
	Priced O&P Total					
					Estimate Grand Total	
						2,124.54

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Jefferson County SP Port Authority Painting - 21-0102R1*

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

JC SP Port Authority Painting

Division Summary (MF04)

01 - General Requirements	\$7,719.06	26 - Electrical
02 - Existing Conditions	\$625.00	27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		41 - Material Processing and Handling Equipment
10 - Specialties		44 - Pollution Control Equipment
11 - Equipment		46 - Water and Wastewater Equipment
12 - Furnishings		48 - Electric Power Generation
13 - Special Construction		Priced O&P
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$8,344.06

Totalling Components

Priced Line Items	\$8,344.06	2020 Choice Partners JOC - D/Q Normal (-11.0000%)	\$1,685.72
RSMsMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$292.04		

Material, Labor, and Equipment Totals (No Totalling Components)

	Priced	Non-Priced	
Material:	\$625.00		\$8,344.06
Labor:	\$5,476.00		\$0.00
Equipment:	\$2,243.06		0.00%
Other:	\$0.00		
Laborhours:	20.00		
Green Line Items:0	\$0.00		

Estimate Grand Total

\$7,166.30

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

JC SP Port Authority Painting

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-31-13-20-0260 Field personnel, superintendent, average $2^* \cdot 5 = 1.00$	Week	1.0000	\$3,725.00	\$3,725.00	P
2	01-54-33-40-0020-1 Hourly operating cost for rent aerial lift, scissor type, to 20' high, 1200 lb. capacity	Ea.	80.0000	\$3.87	\$309.60	RSM21FAC E, O&P
3	01-54-33-40-0020-3 Rent per week for rent aerial lift, scissor type, to 20' high, 1200 lb. capacity	Ea.	2.0000	\$508.75	\$1,017.50	RSM21FAC E, O&P
4	01-54-33-40-5450-1 Hourly operating cost for pressure Washer 5 gpm, 3000 psi	Ea.	16.0000	\$4.31	\$68.96	RSM21FAC E, O&P
5	01-54-33-40-5450-2 Rent per day for pressure Washer 5 gpm, 3000 psi	Ea.	2.0000	\$121.00	\$242.00	RSM21FAC E, O&P
6	01-54-36-50-1200 Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	Ea.	2.0000	\$228.00	\$456.00	RSM22FAC L, E, O&P
7	01-54-36-50-1400 Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$950.00	\$1,900.00	RSM22FAC L, E, O&P
						\$7,719.06
01 - General Requirements Total						
02 - Existing Conditions						
8	02-41-19-19-0725 Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	1.0000	\$625.00	\$625.00	RSM22FAC M, O&P
						\$625.00
02 - Existing Conditions Total						
						7,166.30
Estimate Grand Total						

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Painting

Division Summary (MF04)

01 - General Requirements	26 - Electrical
02 - Existing Conditions	27 - Communications
03 - Concrete	28 - Electronic Safety and Security
04 - Masonry	31 - Earthwork
05 - Metals	32 - Exterior Improvements
06 - Wood, Plastics, and Composites	33 - Utilities
07 - Thermal and Moisture Protection	34 - Transportation
08 - Openings	35 - Waterway and Marine Transportation
09 - Finishes	41 - Material Processing and Handling Equipment
10 - Specialties	44 - Pollution Control Equipment
11 - Equipment	46 - Water and Wastewater Equipment
12 - Furnishings	48 - Electric Power Generation
13 - Special Construction	Priced O&P
14 - Conveying Equipment	Trades
21 - Fire Suppression	Assemblies
22 - Plumbing	FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	MF04 Total (Without totalling components)
25 - Integrated Automation	\$48,899.62

Totalling Components

Priced Line Items	\$48,899.62
RSMMeans BEAUMONT, TX CCI 2022Q2 96.50%	\$(1,711.49)

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$7,210.95
Labor:	\$41,388.45
Equipment:	\$240.22
Other:	\$0.00
Laborhours:	545.26
Green Line Items:	\$0.00

Estimate Grand Total

\$41,997.44

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Preliminary Estimate, by estimates

Estimator: Lester Renfrow

		Painting			
Item	Description	UM	Quantity	Unit Cost	Total
07 - Thermal and Moisture Protection					
1	07-92-13-20-0055 Joint sealants, caulking and sealants, bulk acrylic latex, 1/4" x 1/4", in place	L.F.	527.0000	\$2.41	\$1,270.07 RSM21FAC M, L, O&P P
	$17+17*30 = 527.00$				
2	07-92-13-20-0055 Joint sealants, caulking and sealants, bulk acrylic latex, 1/4" x 1/4", in place	L.F.	51.8650	\$2.41	\$124.99 RSM21FAC M, L, O&P P
	wood base				
	$45.1*1.15 = 51.87$				
	07 - Thermal and Moisture Protection Total				\$1,395.06
 09 - Finishes					
3	09-01-90-92-0100-L Paint preparation, sanding & puttying interior trim, compared to painting 1 coat, on quality work	L.F.	45.1000	100.0000%	\$45.10 RSM21FAC L, O&P P
	baseboards				
	$45.1 = 45.10$				
4	09-01-90-92-0510 Paint preparation, surface protection, placement & removal, basic drop cloths	S.F.	5,674.8000	\$0.09	\$510.73 RSM21FAC L, O&P P
	$4161.9+1512.9 = 5,674.80$				
5	09-01-90-92-0520 Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	1,434.0000	\$0.95	\$1,362.30 RSM21FAC M, L, O&P P
	mask doors and windows				
	$(33*17*2)+(13*12*2) = 1,434.00$				
6	09-01-90-92-0520 Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	109.0000	\$0.84	\$91.56 RSM22FAC M, L, O&P P
	letters				
	$109 = 109.00$				
7	09-01-90-93-0790 Surface preparation, exterior, siding, stucco, pressure wash, based on 2500 lb	S.F.	8,007.3100	\$0.21	\$1,681.54 RSM21FAC L, E, O&P P
	operating				
	1st floor siding, 2nd at decks, 2nd level, gables, ext ceilings, fascia/soffit, at 2nd slab level,				
	$1622.08+866.55+234.13+97.4+1972.1+958.80+256.25 = 8,007.31$				
8	09-01-90-94-0040 Surface preparation, interior, doors, scrape & sand, wood, flush	S.F.	657.0000	\$0.96	\$630.72 RSM21FAC L, O&P P
	doors / frames				
	$((21*2)*7)+(17*2*30)*.5 = 657.00$				
9	09-01-90-94-0660 Surface preparation, interior, walls, sand, gypsum board and plaster, light	L.F.	15,196.7000	\$0.19	\$2,887.37 RSM21FAC L, O&P P
	$15196.70 = 15,196.70$				
10	09-91-13-42-0160 Paints & coatings, misc. exterior, railings, rough sawn wood, brushwork, stain, each coat, 42" h, 2" x 2" verticals @ 6" OC	L.F.	241.2700	\$6.85	\$1,652.70 RSM21FAC M, L, O&P P
	$(104.9*2)*1.15 = 241.27$				

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Jefferson County SP Port Authority Painting - 21-0102R1*

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Painting

09 - Finishes	Item	Description	UM	Quantity	Unit Cost	Total	Book
11 09-91-13-42-0450		Paints & coatings, misc. exterior, decking, sealer, alkyd, brushwork, sealer S.F.	\$13.8200		\$0.63	\$323.71	RSM21FAC M, L, O&P P
		446.8*1.15 = 513.82					
12 09-91-13-60-3000		Paints & coatings, siding, exterior, Texture 1-111 or clapboard, oil base, stain 1 S.F. coat, bru CML wood beams (525.2*3)*1.15 = 1,811.94		1,811.9400	\$0.88	\$1,594.51	RSM21FAC M, L, O&P P
13 09-91-13-62-0510		Paints & coatings, siding, misc., smooth wood (butt, T&G, beveled, drop, or B&B siding), finish coat, exterior latex, roller 1st floor siding, 2nd at decks, 2nd level gables, at 2nd slab level, 2 coats		13,291.6080	\$0.65	\$8,639.55	RSM21FAC M, L, O&P P
		(1522.08+856.55+2344.13+97.4+958.80)*2*1.15 = 13,291.61					
14 09-91-13-80-0150		Paints & coatings, trim, exterior, fascia, latex paint, 1 coat coverage, L.F. soffit 2 coats '16" wide (319.60)*2*1.25)*1.15 = 918.85		918.8500	\$1.00	\$918.85	RSM21FAC M, L, O&P P
15 09-91-13-80-0190		Paints & coatings, trim, exterior, fascia, latex paint, 1 coat coverage, roller, L.F. 1" x 12" 2 coats		735.0800	\$0.65	\$477.80	RSM21FAC M, L, O&P P
		(319.6*2)*1.15 = 735.08					
16 09-91-23-52-7400		Paints & coatings, miscellaneous interior, trim, wood, paint 2 coats, oil base, L.F. brushwork, under 6" wide baseboards		51.8650	\$1.60	\$82.98	RSM21FAC M, L, O&P P
		(45.1)*1.15 = 51.87					
17 09-91-23-52-7400-9350		Paints & coatings, miscellaneous interior, for latex paint, deduct (Modified using S.F. baseboards (165.8+1007.3)*1.15 = 1,349.07		1,349.0650	\$0.01	\$13.49	RSM21FAC M, O&P P
18 09-91-23-72-0800		Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, brushwork walls to ceiling & inside corners		2,339.2400	\$1.05	\$2,456.20	RSM21FAC M, L, O&P P
		((20+103)*1.33)*1068.65 = 2,339.24					
19 09-91-23-72-0840		Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, S.F. latex paint, 2 coats, smooth finish, roller ceilings		3,996.3995	\$0.92	\$3,676.69	RSM21FAC M, L, O&P P

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Jefferson County SP Port Authority Painting - 21-0102R1*

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FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

Painting

09 - Finishes	Item	Description	UM	Quantity	Unit Cost	Total	Book
		3475.13*1.15 = 3,996.40					
20	09-91-23-72-0840	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, S.F. latex paint, 2 coats, smooth finish, roller exterior ceilings 1972.1*1.15 = 2,267.92		2,267.9150	\$0.92	\$2,086.48 RSM21FAC M, L, Q&P	P
21	09-91-23-72-0840	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, S.F. latex paint, 2 coats, smooth finish, roller walls 15196.70*1.15 = 17,476.21		17,476.2050	\$0.92	\$16,078.11 RSM21FAC M, L, Q&P	P
22	09-91-23-72-0840-1800	Paints & coatings, walls & ceilings, interior, for ceiling installation, add (Modified S.F. using 09-91-23-72 ceilings 3475.13*1.15 = 3,996.40		3,996.3995	\$0.12	\$479.57 RSM21FAC L, Q&P	P
23	09-91-23-72-0840-1800	Paints & coatings, walls & ceilings, interior, for ceiling installation, add (Modified S.F. using 09-91-23-72 exterior ceilings 1972.1*1.15 = 2,267.92		2,267.9150	\$0.12	\$272.15 RSM21FAC L, Q&P	P
24	09-91-23-72-0840-8400	Paints & coatings, walls & ceilings, interior, for light textured surfaces, add S.F. (Modified using 09-91-23-72-8400) exterior ceilings 1972.1*1.15 = 2,267.92		2,267.9150	\$0.05	\$113.40 RSM21FAC L, Q&P	P
25	09-91-23-72-0840-8400	Paints & coatings, walls & ceilings, interior, for light textured surfaces, add S.F. (Modified using 09-91-23-72-8400) ceilings 3475.13*1.15 = 3,996.40		3,996.3995	\$0.05	\$199.82 RSM21FAC L, Q&P	P
26	09-91-23-72-0840-8400	Paints & coatings, walls & ceilings, interior, for light textured surfaces, add S.F. (Modified using 09-91-23-72-8400) walls 15196.70*1.15 = 17,476.21		17,476.2050	\$0.05	\$873.81 RSM21FAC L, Q&P	P
09 - Finishes Total							\$47,122.16
Trades							
27	PORD	Painters, Ordinary - 2022 RSMeans Facilities Bare Rate double door prep work etc. at double door	Hour	8.0000	\$47.80	\$382.40 Trades L, B	P
Trades Total							\$382.40

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Jefferson County SP Port Authority Painting - 21-0102R1*

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FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Painting					
Item	Description	UM	Quantity	Unit Cost	Total
					41,997.44

Estimator: Lester Renfrow

Item Description

Quantity

Estimate Grand Total



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 *dc*

Date: June 2, 2022

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap property. 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.

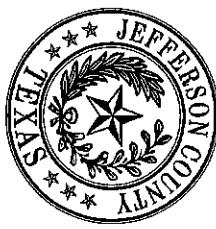
Thank you.



Swap Metal
Scrap Salvage
JEFFERSON COUNTY PURCHASING DEPARTMENT
DISPOSAL OF SALVAGE PROPERTY

Date: 5-18-22Department: Sheriff's Office - Correctional FacilityContact Person: Mistey ReevesPhone: 726-2520Fax: 720-4031Department Head Approval: John H.Approved in Com. Court: John H.

Description of Property	Serial No.	Asset No.	Condition of Property
15 Metal Bunks	N/A	N/A	Broken
25 Metal Rails	N/A	N/A	Broken
12 Metal Sinks	N/A	N/A	Broken
3 Metal Cabinets	N/A	N/A	Broken
13 Filing Cabinets	N/A	N/A	Broken
16 Metal Poles	N/A	N/A	Broken
2 Push Lawnmowers	N/A	N/A	Broken
2 Metal Casings	N/A	N/A	Broken



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF *Scrap* SALVAGE PROPERTY

Date: 5-18-22

Department: Sheriff's Office - Correctional Facility

Contact Person: Mistey Reeves

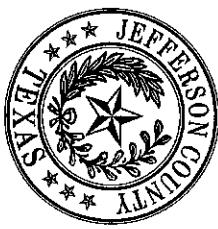
Phone: 726-2520

Fax: 720-4031

Department Head Approval: _____

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
3 Metal Table Tops	N/A	N/A	Broken
2 Tables	N/A	N/A	Broken
5 Metal Buckets	N/A	N/A	Broken
15 Metal Shelves	N/A	N/A	Broken
3 Metal Warmers	N/A	N/A	Broken
5 Metal Toilets	N/A	N/A	Broken
2 Pressure Washers	N/A	N/A	Broken
3 Metal Boiler Pots	N/A	N/A	Broken



JEFFERSON COUNTY PURCHASING DEPARTMENT
Scrap
DISPOSAL OF SALVAGE PROPERTY

Date: 5-18-22

Department: Sheriff's Office - Correctional Facility

Contact Person: Misty Reeves

Phone: 726-2520

Fax: 720-4031

Department Head Approval: _____

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
3 Metal Lifts	N/A	N/A	Broken
3 Metal Doors	N/A	N/A	Broken
6 Square Metal Frames	N/A	N/A	Broken
Golf Cart	N/A	N/A	Broken
3 Pallet Jacks	N/A	N/A	Broken
9 Metal Pipes	N/A	N/A	Broken
13 Square Metal Bases	N/A	N/A	Broken

APRIL 2022



Glenn Hegar

Texas Comptroller of
Public Accounts

Unclaimed Property Capital Credits for Counties

In conjunction with Local Government Code, Section 381.004, Texas Property Code, Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- Electric Cooperatives must use the numeric Federal Information Processing Standard (FIPS) county code of the service address. This code must be entered in the county code field of the remittance report.
- A county may or may not receive funds in a given year.

Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code, Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

For more information,
visit our website at
ClaimItTexas.org.

For questions on
Capital Credits, contact
our Holder Education and
Reporting section at
800-321-2274, option 2 or
up.holder@cpa.texas.gov

General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program:*

- for state or local economic development
- for small or disadvantaged business development
- to stimulate, encourage and develop business location and commercial activity in the county
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses
- to improve the extent to which women and minority businesses are awarded county contracts
- to support comprehensive literacy programs that benefit county residents
- for the encouragement, promotion, improvement and application of the arts
- to support a children's advocacy center

*Review Local Government Code, Section 381.004 before starting a program.

How to request capital credits

The county judge and/or commissioners court must complete and submit the form on the back of this notice.

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court.

UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

County Request for Capital Credits

County Name Jefferson County County FEIN 74-6000291

Authorized by Judge Commissioners Court

Name of County Judge Jeff Branick Approved Date _____

Send the requested funds to:

Address 1149 Pearl Street 7th Floor City Beaumont State Texas Zip 77701

**I acknowledge that the purpose of the funds complies with provisions of
Texas Local Government Code, Section 381.004.**

Name (printed) Jeff Branick Title County Judge

Signature _____ Date _____

Email Address jbranick@co.jefferson.tx.us Phone (409) 835-8466

Submit signed and completed form by either mail, email or fax by July 31, 2022.

Mail Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Education and Reporting section
P.O. Box 12019
Austin, Texas 78711-2019

FOR COMPTROLLER'S USE ONLY: We are authorized to release _____ % of the total amount available to your county. We will send a
\$ _____ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code, Section 381.004.

Comptroller's Representative _____ Date _____

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.
It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling **800-252-1382**,
or by sending a fax to **512-475-0900**.

AMENDMENT TO CONTRACT

THE STATE OF TEXAS)
)(
)(AMENDMENT NO. 2 TO CONTRACT NO. CA-0000997
 COUNTY OF TRAVIS)

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

In accordance with the terms of the above referenced contract executed January 22, 2021, and Amendment 1 executed December 17, 2021, TPWD hereby amends the project entitled, "Mesquite Point Public Boat Ramp" as follows:

Section VIII, CONTRACT ADMINISTRATION, is updated with a new Project Coordinator and Contract Point of Contact for Jefferson County:

Michelle Falgout, P.E.
 County Engineer
 1149 Pear Street, 5th Floor
 Beaumont, TX 77701
mfalgout@co.jefferson.tx.us

Section IX, TERM OF CONTRACT, is amended to extend the contract by 5 (five) months. The new contract termination date is May 31, 2023.

An additional budget of \$201,032 (two hundred one thousand thirty-two dollars) in grant funding will be provided by TPWD for contracted services per Table 1 below. The new total reimbursable amount will not exceed \$736,032 (seven hundred thirty-six thousand thirty-two dollars).

Table 1. Funding

Federal Grant Funds Hurricane Harvey Disaster Recovery	Current TPWD Reimbursable Funding	<u>Additional TPWD Reimbursable Funding</u>	<u>Total TPWD Reimbursable Funding</u>
CFDA 11.022 NA19NMF0220006	\$535,000	<u>\$201,032</u>	<u>\$736,032</u>

Pursuant to Section IV. CONTRACT AMOUNT, budgeted monies not spent in Fiscal Year (FY) 2022 are eligible to be rolled over to FY 2023.

Per Attachment L, "Resolution," attached hereto and incorporated herein for all purposes, Jefferson County shall secure additional funding up to \$650,000 (six hundred fifty thousand dollars) for construction costs in excess of the amount provided by TPWD. The scope of work does not change.

The "Proposal and Budget" of Attachment A are updated to include the additional federal grant funds and dates as provided below:

Section K., Budget Narrative, is updated with the following fiscal year breakdown for reimbursable funding:

Budget Category	FY 2022	FY 2023	Total
Contractual	\$ 586,032.00	\$ 150,000.00	\$ 736,032.00

Section L., Deliverables, is updated to include the following new reporting and project completion dates for 2022-2023:

• Interim Performance Report to TPWD	April 30, 2022
• Interim Performance Report to TPWD	July 31, 2022
• Interim Performance Report to TPWD	October 31, 2022
• Interim Performance Report to TPWD	January 31, 2023
• Interim Performance Report to TPWD	April 30, 2023
• Complete Construction	April 30, 2023
• Final Inspection by TPWD	May 01, 2023
• Final Performance Report to TPWD	May 31, 2023

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

RECEIVING AGENCY

TEXAS PARKS AND WILDLIFE DEPARTMENT

PERFORMING AGENCY

JEFFERSON COUNTY

By: _____

Clayton Wolf
Chief Operating Officer

By: _____

Authorized Signature

Date: _____

SAM
UEID: _____ EVA9NVGH2K85

Date: _____

SAM
UEID: _____ EKC1BVLJXA8



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 12 day of April, 2022, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Resolution was adopted:

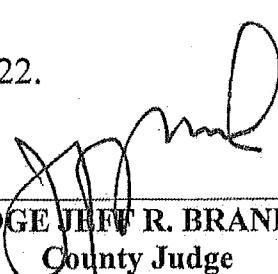
WHEREAS, the Commissioners Court of Jefferson County has been provided funding in the amount of \$535,000 from the Texas Parks and Wildlife Department for the project titled "Mesquite Point Public Boat Ramp" (Project) to remove existing finger pier and existing ramp material; rebuild the finger pier, rebuild the ramp; and construct two 80-foot protective stone jetty flow blockers on the north and south side of the ramp.

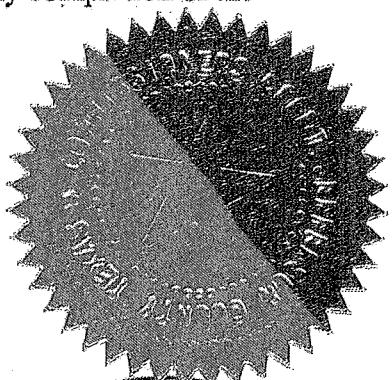
WHEREAS, based on a preliminary cost estimate of \$1,500,000 to complete the Project, Jefferson County has requested additional funding of \$201,032 from the Texas Parks and Wildlife Department, and \$125,000 from the Chenier Foundation,

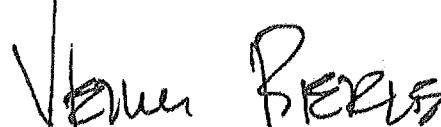
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS:

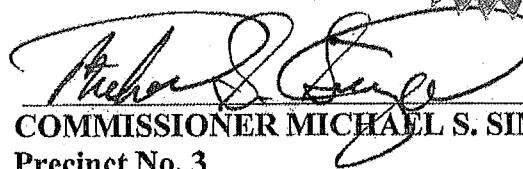
1. Jefferson County will provide up to \$ 650,000 from budgeted funds necessary to complete the Project.
2. Jefferson County will take all reasonable steps necessary to ensure timely completion of the Project by May 31,2023.

Signed this 12 day of April, 2022.


JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER VERNON PIERCE
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

Proposed Budget Amendment

189

BUDGET TABLE:

Project Title:		Total Benes	LMI Benes	LMI %	CDBG-DR Construction	CDBG-DR Engineering	CDBG-DR Acquisition	CDBG-DR Environmental	CDBG-DR Admin	Total CDBG-DR Request	Other Funds	Activity Total
# 1	Taylor's Bayou Drainage Improvements	181	102	56.35%	\$2,912,300.5	\$355,511.88	\$0.00	\$9,000.00	\$174,738.00	\$3,451,550.3	\$0.00	\$3,451,550.3
# 2	Ditch No. 110-B Drainage Improvements	3,153	1,986	62.99%	\$776,000.00	\$116,400.00	\$0.00	\$9,000.00	\$46,560.00	\$947,960.00	\$0.00	\$947,960.00
# 3	Ditch No. 107	3,153	1,763	55.92%	\$0.00	\$69,599.50	\$0.00	\$9,000.00	\$9,999.73	\$88,599.23	\$0.00	\$88,599.23
# 4	Mayhaw Bayou Drainage Study	2,209	707	32.01%	\$0.00	\$214,700.00	\$0.00	\$0.00	\$12,882.00	\$227,582.00	\$0.00	\$227,582.00
# 5	Crane Bayou Pump Station Generators	3,790	2,066	54.51%	\$1,000,000.0	\$150,000.00	\$0.00	\$9,000.00	\$60,000.00	\$1,219,000.0	\$0.00	\$1,219,000.0
#		0	0	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUMMARY TOTALS:		12,486	6,624	53.05%	\$4,688,300.5	\$906,211.38	\$0.00	\$36,000.00	\$304,179.73	\$5,934,691.6	\$0.00	\$5,934,691.6

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

DAWN DONUTS

114.00

495828

114.00**

ROAD & BRIDGE PCT.#1

BEAUMONT TRACTOR COMPANY
M&D SUPPLY
GOLDEN TRIANGLE GLASS CO
DOGGETT HEAVY MACHINERY LLC430.37
109.12
275.00
746.97495723
495748
495807
495810

1,561.46**

ROAD & BRIDGE PCT.#2

CERTIFIED LABORATORIES
ENTERGY
PHILPOTT MOTORS, INC.
VULCAN MATERIALS CO.
MARTIN PRODUCT SALES LLC
SILSBEE FORD INC
CY-FAIR TIRE
CHARTER COMMUNICATIONS297.40
182.61
514.85
52,989.75
260.00
33,381.20
76.30
142.25495724
495740
495754
495769
495795
495821
495845
495868

87,844.36**

ROAD & BRIDGE PCT. # 3

FARM & HOME SUPPLY
PHILPOTT MOTORS, INC.
AT&T
W. JEFFERSON COUNTY M.W.D.
ROSS RIDGE SAND COMPANY LP5.88
83.74
77.08
30.24
1,800.00495734
495754
495765
495770
495798

1,996.94**

ROAD & BRIDGE PCT.#4

CITY OF BEAUMONT - WATER DEPT.
ENTERGY
VULCAN MATERIALS CO.
W. JEFFERSON COUNTY M.W.D.
UNITED STATES POSTAL SERVICE
MARTIN PRODUCT SALES LLC
NATALIE ROBERTS
INTERSTATE ALL BATTERY CENTER - BMT
ASCO
WASHINGTON COUNTY TRACTOR, INC
PHOENIX INDUSTRIAL WATER WORKS21.56
1,100.61
88,266.68
73.98
.46
6,464.00
82.49
117.95
620.34
327.74
655.00495725
495740
495769
495770
495781
495795
495800
495805
495819
495859
495870

97,730.81**

PARKS & RECREATION

COBURN SUPPLY COMPANY INC
ENTERGY
RITTER @ HOME
W. JEFFERSON COUNTY M.W.D.
PRO CHEM INC
ALL TERRAIN EQUIPMENT CO1,064.80
143.51
349.02
55.34
379.00
117.26495729
495740
495760
495770
495813
495833

2,108.93**

GENERAL FUND

TAX OFFICE

AT&T
UNITED STATES POSTAL SERVICE
RT LAWRENCE CORPORATION114.21
866.14
950.00495765
495781
495814

1,930.35*

COUNTY HUMAN RESOURCES

UNITED STATES POSTAL SERVICE

4.63

495781

4.63*

AUDITOR'S OFFICE

UNITED STATES POSTAL SERVICE

5.14

495781

5.14*

COUNTY CLERK

UNITED STATES POSTAL SERVICE

216.50

495781

216.50*

COUNTY JUDGE

NAME	AMOUNT	CHECK NO.	TOTAL
CHEROKEE COUNTY CLERK	427.00	495731	
UNITED STATES POSTAL SERVICE	6.20	495781	
GRACE NICHOLS	450.00	495803	
KATY LEIGH CORCORAN	500.00	495804	
RISK MANAGEMENT			1,383.20*
UNITED STATES POSTAL SERVICE	3.37	495781	
COUNTY TREASURER			3.37*
UNITED STATES POSTAL SERVICE	125.39	495781	
PURCHASING DEPARTMENT			125.39*
REGION V EDUCATION SERVICE CENTER	300.00	495758	
UNITED STATES POSTAL SERVICE	1.36	495781	
GENERAL SERVICES			301.36*
ADVANCED STAFFING	97.50	495772	
VERIZON WIRELESS	265.93	495778	
CHAPMAN VENDING	293.29	495858	
CHARTER COMMUNICATIONS	646.41	495863	
DATA PROCESSING			1,303.13*
MICHAEL BAIN	384.35	495796	
TREVOR WILLIAMS	311.22	495857	
VOTERS REGISTRATION DEPT			695.57*
UNITED STATES POSTAL SERVICE	178.98	495781	
DISTRICT ATTORNEY			178.98*
ROBERT P. ORTEGO	445.00	495712	
DELL MARKETING L.P.	250.57	495732	
KIRKSEY'S SPRINT PRINTING	51.90	495747	
NELL MCCALLUM & ASSOC., INC.	747.70	495750	
KATHLEEN NELSON	175.00	495751	
UNITED STATES POSTAL SERVICE	163.37	495781	
KATHLEEN KENNEDY	505.24	495824	
FUNCTION 4 LLC	479.16	495830	
ODP BUSINESS SOLUTIONS, LLC	114.68	495869	
CAMEO / SABINE NECHES TRAVEL	775.20	495871	
DISTRICT CLERK			3,707.82*
UNITED STATES POSTAL SERVICE	722.86	495781	
CRIMINAL DISTRICT COURT			722.86*
UNITED STATES POSTAL SERVICE	.46	495781	
MARVIN LEWIS JR	900.00	495839	
			900.46*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	22.88	495781	
60TH DISTRICT COURT			22.88*
SIERRA SPRING WATER CO. - BT	86.83	495783	
136TH DISTRICT COURT			86.83*
UNITED STATES POSTAL SERVICE	2.77	495781	
172ND DISTRICT COURT			2.77*
TEXAS COURT REPORTERS ASSOCIATION	395.00	495766	
252ND DISTRICT COURT			395.00*

NAME	AMOUNT	CHECK NO.	TOTAL
EDWARD B. GRIPON, M.D., P.A.	1,190.00	495739	
WENDELL RADFORD	900.00	495756	
UNITED STATES POSTAL SERVICE	9.84	495781	
RYAN GERTZ	5,250.00	495808	7,349.84*
279TH DISTRICT COURT			
PHILLIP DOWDEN	935.00	495722	
ANITA F. PROVO	275.00	495755	
NATHAN REYNOLDS, JR.	330.00	495759	
JOEL WEBB VAZQUEZ	110.00	495790	
TONYA CONNELL TOUPS	220.00	495799	
BRITTANIE HOLMES	550.00	495816	2,420.00*
317TH DISTRICT COURT			
ANITA F. PROVO	600.00	495755	
DONEANE E. BECKCOM	1,200.00	495784	
BRITTANIE HOLMES	750.00	495816	
ALICIA K HALL PLLC	15.00	495853	2,565.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	54.00	495781	54.00*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	20.75	495781	20.75*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	21.61	495781	21.61*
JUSTICE COURT-PCT 7			
ODP BUSINESS SOLUTIONS, LLC	18.74	495869	18.74*
JUSTICE OF PEACE PCT. 8			
HIGGINBOTHAM INSURANCE AGENCY INC	142.00	495826	142.00*
COUNTY COURT AT LAW NO.1			
ALISA RAUMAKER, CSR	322.50	495720	
UNITED STATES POSTAL SERVICE	6.59	495781	
SIERRA SPRING WATER CO. - BT	78.86	495782	
KELLEY BURNS	93.00	495872	500.95*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	300.00	495714	
DAVID GROVE	300.00	495718	
JACK LAWRENCE	250.00	495719	
UNITED STATES POSTAL SERVICE	14.36	495781	
JOEL WEBB VAZQUEZ	250.00	495790	
WILLIAM MARCUS WILKERSON	250.00	495817	
CARRIER & ALLISON LAW GROUP PC	300.00	495855	1,664.36*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	11.06	495781	
LANGSTON ADAMS	300.00	495787	
JOEL WEBB VAZQUEZ	500.00	495790	
THE SAMUEL FIRM, PLLC	250.00	495842	1,061.06*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	1.52	495781	1.52*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	35.00	495733	
FED EX	177.31	495735	

NAME

AMOUNT

CHECK NO.

TOTAL

GT DISTRIBUTORS, INC.	2,184.36	495737	
KIRKSEY'S SPRINT PRINTING	24.95	495747	
SAM'S WESTERN WEAR, INC.	880.15	495761	
AT&T	320.26	495765	
CDW COMPUTER CENTERS, INC.	460.74	495774	
UNITED STATES POSTAL SERVICE	1,542.49	495781	
HIGGINBOTHAM INSURANCE AGENCY INC	200.00	495826	
GALLS LLC	632.70	495827	
TND WORKWEAR CO LLC	74.00	495831	
THE MONOGRAM SHOP	37.00	495832	
HILL COUNTRY DOG CENTER, LLC	2,300.00	495861	
ODP BUSINESS SOLUTIONS, LLC	1,291.49	495869	
CRIME LABORATORY			10,160.45*
ALLOMETRICS INC.	131.00	495716	
FED EX	67.45	495736	
COLE PARMER INSTRUMENT CO.	669.28	495753	
VERIZON WIRELESS	37.99	495777	
ODP BUSINESS SOLUTIONS, LLC	98.89	495869	
JAIL - NO. 2			1,004.61*
MARK'S PLUMBING PARTS	453.52	495711	
BEAUMONT TRACTOR COMPANY	1,162.38	495723	
COASTAL WELDING SUPPLY	62.47	495728	
HYDRO-CLEAN SERVICES, INC.	1,774.00	495741	
JACK BROOKS REGIONAL AIRPORT	2,639.61	495743	
JOHNSON SUPPLY	161.87	495746	
M&D SUPPLY	27.05	495748	
OVERHEAD DOOR CO.	414.25	495752	
AT&T	1,024.63	495765	
LOWE'S HOME CENTERS, INC.	58.86	495785	
WORLD FUEL SERVICES	2,908.38	495806	
CONSTELLATION NEWENERGY - GAS DIVIS	2,863.74	495818	
MATERA PAPER COMPANY INC	8,922.83	495820	
GALLS LLC	1,600.60	495827	
TRINITY SERVICES GROUP INC	52,838.60	495846	
EPIC BUSINESS ESSENTIALS, LLC	438.43	495850	
HILL COUNTRY DOG CENTER, LLC	2,300.00	495861	
ODP BUSINESS SOLUTIONS, LLC	930.74	495869	
JUVENILE PROBATION DEPT.			80,581.96*
UNITED STATES POSTAL SERVICE	17.22	495781	
JUVENILE DETENTION HOME			17.22*
RADIOLOGY ASSOCIATES LLP	691.00	495757	
SANITARY SUPPLY, INC.	364.00	495762	
AT&T	703.19	495765	
BIG THICKET PLUMBING INC	2,938.03	495836	
CONSTABLE PCT 1			4,696.22*
UNITED STATES POSTAL SERVICE	129.73	495781	
CONSTABLE-PCT 2			129.73*
SILSBEE FORD INC	8,067.19	495821	
PURSUIT SAFETY INC	1,599.36	495825	
CONSTABLE-PCT 6			9,666.55*
MOTOROLA SOLUTIONS INC	5,012.40	495773	
UNITED STATES POSTAL SERVICE	10.14	495781	
LAMAR INSTITUTE OF TECHNOLOGY	85.00	495786	
CONSTABLE PCT. 7			5,107.54*
CASH ADVANCE ACCOUNT	1,059.10	495744	
AGRICULTURE EXTENSION SVC			1,059.10*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE HALLEE M SEWELL ODP BUSINESS SOLUTIONS, LLC	1.76 85.00 112.57	495781 495862 495869	199.33*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE NUANCE COMMUNICATIONS, INC TEXAS MEDICAL LIABILITY TRUST	49.51 118.50 398.50	495781 495844 495854	566.51*
HEALTH AND WELFARE NO. 2			
CLAYBAR HAVEN OF REST NUANCE COMMUNICATIONS, INC TEXAS MEDICAL LIABILITY TRUST CHARTER COMMUNICATIONS	1,040.00 118.50 398.50 166.72	495779 495844 495854 495865	1,723.72*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC CLEAN HARBORS ENVIRONMENTAL SERVICE	594.52 87.80	495775 495789	682.32*
ENVIRONMENTAL CONTROL			
AT&T	34.07	495765	34.07*
INDIGENT MEDICAL SERVICES			
TDS OPERATING INC CORLISS R RANDLE	126.72 600.00	495835 495841	726.72*
MAINTENANCE-BEAUMONT			
LOUIS AND COMPANY CITY OF BEAUMONT - WATER DEPT. COBURN SUPPLY COMPANY INC W.W. GRAINGER, INC. ENTERGY M&D SUPPLY SANITARY SUPPLY, INC. AT&T CENTERPOINT ENERGY RESOURCES CORP CHARTER COMMUNICATIONS	764.55 235.19 173.61 1,213.72 478.97 97.15 214.62 468.36 1,868.77 174.69	495713 495725 495729 495738 495740 495748 495762 495765 495792 495867	5,689.63*
MAINTENANCE-PORT ARTHUR			
BEAUMONT BRICK & STONE CITY OF PORT ARTHUR - WATER DEPT. ALL-PHASE ELECTRIC SUPPLY JOHNSON CONTROLS, INC. AT&T LOWE'S HOME CENTERS, INC. TEXAS GAS SERVICE PARKER LUMBER	160.00 611.92 57.90 3,411.47 1,379.05 151.05 709.51 442.63	495715 495726 495730 495745 495765 495785 495788 495809	6,923.53*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND ENTERGY SETZER HARDWARE, INC. ACE IMAGEWEAR AT&T W. JEFFERSON COUNTY M.W.D. BUBBA'S AIR CONDITIONING	166.69 472.10 39.29 37.22 707.32 50.22 800.00	495727 495740 495763 495764 495765 495770 495771	2,272.84*
SERVICE CENTER			
SPIDLE & SPIDLE J.K. CHEVROLET CO. PHILPOTT MOTORS, INC. RITTER @ HOME SANITARY SUPPLY, INC. VINS PAINT & BODY, INC.	4,902.78 3,544.07 113.31 154.43 51.91 11,598.42	495717 495742 495754 495760 495762 495768	

NAME	AMOUNT	CHECK NO.	TOTAL
AMERICAN TIRE DISTRIBUTORS	285.18	495801	
MYGHTY OF SOUTHEAST TEXAS	223.66	495812	
SILSBEE FORD INC	27,178.25	495821	
JCN OIL SERVICE	160.00	495851	
VETERANS SERVICE			48,212.01*
KIRKSEY'S SPRINT PRINTING	24.95	495747	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	495826	
			95.95*
MOSQUITO CONTROL FUND			207,356.08**
CITY OF NEDERLAND	41.43	495727	
AT&T	34.07	495765	
UNITED PARCEL SERVICE	109.87	495767	
PARKER LUMBER	28.95	495809	
O'REILLY AUTO PARTS	134.04	495838	
CHARTER COMMUNICATIONS	72.67	495864	
SECURITY FEE FUND			421.03**
ALLIED UNIVERSAL SECURITY SERVICES	10,249.60	495849	
EMPG GRANT			10,249.60**
CHARTER COMMUNICATIONS	122.62	495866	
GRANT A STATE AID			122.62**
YOUTH ADVOCATE PROGRAMS INC	3,657.50	495797	
COMMUNITY SUPERVISION FND			3,657.50**
UNITED STATES POSTAL SERVICE	71.37	495781	
CLEAN HARBORS ENVIRONMENTAL SERVICE	87.82	495789	
ORION HEALTHCARE TECHNOLOGY	3,420.00	495794	
JCCSC	250.00	495811	
BOSWORTH PAPERS	662.55	495856	
LAW OFFICER TRAINING GRT			4,491.74**
CASH ADVANCE ACCOUNT	838.40	495744	
CONST. PCT. 8 EDUCATION			838.40**
CASH ADVANCE ACCOUNT	236.00	495744	
HOTEL OCCUPANCY TAX FUND			236.00**
UNITED STATES POSTAL SERVICE	25.47	495781	
IMAGE 360 BEAUMONT	160.00	495837	
AERUS	339.96	495852	
CHAPMAN VENDING	102.45	495858	
ODP BUSINESS SOLUTIONS, LLC	93.21	495869	
CAPITAL PROJECTS FUND			721.09**
MAVERICK COMMUNICATIONS, INC.	54,663.46	495749	
CETRZ/CTIF GRANT			54,663.46**
GULF COAST	10,156.22	495847	
AIRPORT FUND			10,156.22**
FJORD AVIATION FUELING	255.42	495721	
BEAUMONT TRACTOR COMPANY	48.72	495723	
CITY OF NEDERLAND	464.29	495727	
SANITARY SUPPLY, INC.	144.51	495762	
AVIATION LABORATORIES	1,635.00	495776	
UNITED STATES POSTAL SERVICE	.92	495781	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	62.98	495822	

NAME	AMOUNT	CHECK NO.	TOTAL
EAGLE PUMP & METERS INC	1,721.00	495829	
TITAN AVIATION FUELS	108,258.12	495840	
THE HOME DEPOT PRO	776.56	495843	
CY-FAIR TIRE	585.20	495845	
CHAPMAN VENDING	196.39	495858	
ODP BUSINESS SOLUTIONS, LLC	149.42	495869	
			114,298.53**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	72,409.84	495834	
UNITED HEALTHCARE SERVICES INC	112,256.37	495848	
			184,666.21**
J C ASSISTANCE DISTRICT 4			
ENTERGY	9.27	495740	
			9.27**
GLO DISASTER RECOVERY			
FREESE AND NICHOLS, INC	14,791.97	495860	
MARINE DIVISION			
CITY OF NEDERLAND	21.40	495727	
W.W. GRAINGER, INC.	58.15	495738	
JACK BROOKS REGIONAL AIRPORT	1,311.84	495743	
VERIZON WIRELESS	151.96	495777	
INTERCONTINENTAL JET CORP	295.00	495791	
PORTER-STRAIT INSTRUMENT CO INC.	564.41	495793	
AERO PERFORMANCE (USE 211208)	380.54	495823	
			2,783.30**
SHERIFF - COMMISSARY			
W.W. GRAINGER, INC.	546.42	495738	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	285.00	495802	
SAM'S CLUB DIRECT	589.90	495815	
			1,421.32**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.48	495777	
			114.48**
2021 PORT SECURITY GRANT			
INTERCONTINENTAL JET CORP	25,820.00	495791	
			25,820.00**
			828,175.32***

NAME

AMOUNT

CHECK NO.

TOTAL

JURY FUND

JEFFERSON CTY. DISTRICT CLERK	3.81	495558
JEFFERSON CTY. DISTRICT CLERK	.53	495559
JEFFERSON CTY. DISTRICT CLERK	4.30	495560

8.64**

ROAD & BRIDGE PCT.#1

AT&T	68.14	495586
DEPARTMENT OF INFORMATION RESOURCES	.03	495597
VERIZON WIRELESS	76.00	495604
UNITED STATES POSTAL SERVICE	.53	495607
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682

243.70**

ROAD & BRIDGE PCT.#2

SPIDLE & SPIDLE	9,743.49	495535
EASTEX RUBBER & GASKET	197.24	495550
MUNRO'S (USE VENDOR 211203)	20.00	495569
VULCAN MATERIALS CO.	860.29	495590
RELADYNE	819.95	495645
GULF COAST	215.91	495674
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682

11,955.88**

ROAD & BRIDGE PCT. # 3

SPIDLE & SPIDLE	4,019.82	495535
GULF COAST AUTOMOTIVE, INC.	19.99	495554
ENTERGY	216.42	495555
MUNRO'S (USE VENDOR 211203)	33.15	495569
POSTMASTER	464.00	495574
S.E. TEXAS BUILDING SERVICE	65.00	495585
HOWARD'S AUTO SUPPLY	28.21	495593
DEPARTMENT OF INFORMATION RESOURCES	.04	495597
VERIZON WIRELESS	37.99	495604
GULF COAST	3,706.52	495674
CHARTER COMMUNICATIONS	142.23	495700

8,733.37**

ROAD & BRIDGE PCT.#4

BEAUMONT TRACTOR COMPANY	368.80	495540
SMART'S TRUCK & TRAILER, INC.	246.88	495584
CDW COMPUTER CENTERS, INC.	247.29	495595
DEPARTMENT OF INFORMATION RESOURCES	.05	495597
UNITED STATES POSTAL SERVICE	8.56	495607
SHI GOVERNMENT SOLUTIONS, INC.	360.99	495609
INTERSTATE ALL BATTERY CENTER - BMT	263.90	495629
J&E WELDING INC	75.00	495636
SOUTHEAST TEXAS PARTS AND EQUIPMENT	316.14	495649
IMAGE 360 BEAUMONT	42.39	495666
O'REILLY AUTO PARTS	68.18	495668
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682
WASHINGTON COUNTY TRACTOR, INC	398.97	495690
MUNRO'S UNIFORM SERVICES, LLC	96.18	495709

2,592.33**

ENGINEERING FUND

WHITE REPROGRAPHICS	28.80	495591
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	495682
ODP BUSINESS SOLUTIONS, LLC	119.58	495707

423.38**

PARKS & RECREATION

ENTERGY	178.56	495555
LOWE'S HOME CENTERS, INC.	302.98	495612

481.54**

GENERAL FUND

JEFFERSON CTY. DISTRICT CLERK	175.26	495558
JEFFERSON CTY. DISTRICT CLERK	22.66	495559
JEFFERSON CTY. DISTRICT CLERK	187.42	495560

385.34*

TAX OFFICE

NAME	AMOUNT	CHECK NO.	TOTAL
OFFICE DEPOT (USE 211193)	593.17	495570	
DEPARTMENT OF INFORMATION RESOURCES	.02	495597	
UNITED STATES POSTAL SERVICE	425.32	495607	
ROCHESTER ARMORED CAR CO INC	378.40	495632	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	495682	
ODP BUSINESS SOLUTIONS, LLC	17.07	495707	
			1,809.98*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	2.31	495607	
SAM'S CLUB DIRECT	80.80	495638	
VERENICE ROSALES	580.60	495652	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
BRANDI DOYLE	323.54	495710	
			1,086.25*
AUDITOR'S OFFICE			
DELL MARKETING L.P.	2,453.61	495548	
TEXAS SOCIETY OF CPA'S	345.00	495588	
UNITED STATES POSTAL SERVICE	10.70	495607	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	495682	
ODP BUSINESS SOLUTIONS, LLC	517.24	495707	
			3,537.55*
COUNTY CLERK			
CASH ADVANCE ACCOUNT	740.75	495562	
CDW COMPUTER CENTERS, INC.	82.12	495595	
UNITED STATES POSTAL SERVICE	305.75	495607	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	495682	
ODP BUSINESS SOLUTIONS, LLC	496.37	495707	
			2,033.99*
COUNTY JUDGE			
LAIRON DOWDEN, JR.	500.00	495549	
KEVIN PAULA SEKALY PC	500.00	495579	
UNITED STATES POSTAL SERVICE	11.18	495607	
ROCKY LAUDERMILK	2,700.00	495613	
HARVEY L WARREN III	1,800.00	495630	
THOMSON REUTERS-WEST	129.50	495642	
WILLIAM FORD DISHMAN	500.00	495646	
SNIDER LAW FIRM PLLC	1,000.00	495648	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
			7,239.68*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	19.62	495607	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
			118.62*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	166.66	495607	
			166.66*
PRINTING DEPARTMENT			
CIT TECHNOLOGY FINANCING SERVICE	499.00	495627	
			499.00*
PURCHASING DEPARTMENT			
PORT ARTHUR NEWS, INC.	871.00	495573	
UNITED STATES POSTAL SERVICE	3.20	495607	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
			973.20*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,147.21	495538	
GARTH HOUSE	60,000.00	495552	
SPINDLETOP MHMR	34,666.91	495565	
ADVANCED STAFFING	97.50	495592	
CROWN CASTLE INTERNATIONAL	1,688.17	495617	
ROCHESTER ARMORED CAR CO INC	6,356.94	495632	
SAM'S CLUB DIRECT	2.68	495638	
FIBERLIGHT LLC	1,998.75	495685	
CHARTER COMMUNICATIONS	227.40	495702	
			106,185.56*
DATA PROCESSING			

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	462.68	495595	
VERIZON WIRELESS	75.98	495604	
SKYHELM LLC	2,299.00	495664	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
ODP BUSINESS SOLUTIONS, LLC	160.32	495707	
VOTERS REGISTRATION DEPT			3,096.98*
UNITED STATES POSTAL SERVICE	307.02	495607	
ELECTIONS DEPARTMENT			307.02*
CDW COMPUTER CENTERS, INC.	120.90	495595	
DEPARTMENT OF INFORMATION RESOURCES	.14	495597	
UNITED STATES POSTAL SERVICE	231.08	495607	
ZION HILL MISSIONARY BAPTIST CHURCH	1,300.00	495676	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
ODP BUSINESS SOLUTIONS, LLC	338.50	495707	
LAURIE LEISTER	524.52	495708	
DISTRICT ATTORNEY			2,614.14*
CLERK - SUPREME COURT	6,728.00	495587	
UNITED STATES POSTAL SERVICE	162.08	495607	
FUNCTION 4 LLC	117.50	495660	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	495682	
DISTRICT CLERK			7,515.58*
UNITED STATES POSTAL SERVICE	828.28	495607	
TINA CLUBB	139.58	495655	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
CRIMINAL DISTRICT COURT			1,066.86*
EDWARD B. GRIPON, M.D., P.A.	1,190.00	495553	
PENGAD	181.86	495571	
RENE MULHOLLAND	97.00	495589	
UNITED STATES POSTAL SERVICE	7.99	495607	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	495682	
58TH DISTRICT COURT			1,674.85*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
60TH DISTRICT COURT			99.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
136TH DISTRICT COURT			99.00*
UNITED STATES POSTAL SERVICE	4.96	495607	
BAYLOR WORTHAM	270.00	495624	
THOMSON REUTERS-WEST	48.54	495640	
172ND DISTRICT COURT			323.50*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
252ND DISTRICT COURT			99.00*
UNITED STATES POSTAL SERVICE	32.24	495607	
MARVIN LEWIS JR	700.00	495669	
LAW OFFICE OF CHARLES MCINTOSH	800.00	495678	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
279TH DISTRICT COURT			1,631.24*
NATHAN REYNOLDS, JR.	110.00	495576	
CHARLES ROJAS	220.00	495596	
UNITED STATES POSTAL SERVICE	1.36	495607	
DONEANE E. BECKCOM	880.00	495610	
JOEL WEBB VAZQUEZ	220.00	495620	

NAME	AMOUNT	CHECK NO.	TOTAL
KIMBERLY PHELAN, P.C.	1,095.00	495622	
LINDSAY LAW FIRM, PLLC	396.00	495633	
THOMSON REUTERS-WEST	57.00	495640	
WILLIAM FORD DISHMAN	1,155.00	495646	
MATUSKA LAW FIRM	870.00	495650	
TARA SHELANDER	1,500.40	495651	
ALICIA K HALL PLLC	1,166.00	495679	
THE SCHLETT LAW FIRM, PLLC	1,716.00	495688	
WALDENREYNARD, PLLC	330.00	495695	
317TH DISTRICT COURT			9,716.76*
JACK LAWRENCE	1,050.00	495536	
CHARLES ROJAS	150.00	495596	
JOEL WEBB VAZQUEZ	800.00	495620	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
JUSTICE COURT-PCT 1 PL 1			2,099.00*
UNITED STATES POSTAL SERVICE	21.24	495607	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
JUSTICE COURT-PCT 1 PL 2			120.24*
UNITED STATES POSTAL SERVICE	16.87	495607	
JUSTICE COURT-PCT 4			16.87*
DEPARTMENT OF INFORMATION RESOURCES	.01	495597	
JUSTICE COURT-PCT 6			.01*
UNITED STATES POSTAL SERVICE	24.19	495607	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
JUSTICE COURT-PCT 7			123.19*
AT&T DEPARTMENT OF INFORMATION RESOURCES	34.07 .17	495586 495597	
JUSTICE OF PEACE PCT. 8			34.24*
THOMSON REUTERS-WEST	129.50	495641	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
COUNTY COURT AT LAW NO.1			228.50*
UNITED STATES POSTAL SERVICE	4.15	495607	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
COUNTY COURT AT LAW NO. 2			103.15*
JACK LAWRENCE	250.00	495536	
MARVA PROVO	250.00	495575	
JOHN D WEST	250.00	495598	
UNITED STATES POSTAL SERVICE	9.22	495607	
THE SAMUEL FIRM, PLLC	550.00	495671	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
COUNTY COURT AT LAW NO. 3			1,408.22*
A. MARK FAGGARD	550.00	495551	
EDWARD B. GRIPON, M.D., P.A.	595.00	495553	
UNITED STATES POSTAL SERVICE	.92	495607	
COURT MASTER			1,145.92*
UNITED STATES POSTAL SERVICE	.53	495607	
KENT W JOHNS	1,000.00	495634	
BUDDIE J HAHN	1,567.45	495675	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
MEDIATION CENTER			2,666.98*

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	2.31	495607	2.31*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	495682	396.00*
SHERIFF'S DEPARTMENT			
SHERIFF'S ASSOCIATION OF TEXAS	375.00	495582	
DEPARTMENT OF INFORMATION RESOURCES	537.28	495597	
UNITED STATES POSTAL SERVICE	1,744.48	495607	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	495682	3,151.76*
CRIME LABORATORY			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	99.00*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	599.72	495533	
BOB BARKER CO., INC.	1,261.00	495539	
BEAUMONT TRACTOR COMPANY	43.66	495540	
CITY OF BEAUMONT - WATER DEPT.	18,329.66	495543	
COASTAL WELDING SUPPLY	62.47	495545	
M&D SUPPLY	85.11	495566	
MCNEILL INSURANCE AGENCY	71.00	495568	
SHERIFF'S ASSOCIATION OF TEXAS	800.00	495582	
SHERWIN-WILLIAMS	347.57	495583	
DEPARTMENT OF INFORMATION RESOURCES	26	495597	
LOWE'S HOME CENTERS, INC.	160.48	495612	
HANDCUFF WAREHOUSE	479.76	495623	
THOMSON REUTERS-WEST	4,085.99	495640	
GALLS LLC	464.00	495654	
CINTAS CORPORATION	602.75	495657	
ACME SUPPLY CO LTD	2,886.00	495665	
TRINITY SERVICES GROUP INC	918.25	495673	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	495682	
I-CON SYSTEMS INC	642.16	495686	
JAB TRADING INDUSTRIES LLC	11,400.00	495705	44,057.84*
JUVENILE PROBATION DEPT.			
VERIZON WIRELESS	52.75	495604	
UNITED STATES POSTAL SERVICE	19.17	495607	
SHANNA CITIZEN	31.01	495614	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	495682	
TY-JUNEA SLOWE	11.70	495693	411.63*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	3,405.19	495543	
FLOWERS FOODS	126.70	495618	
BEN E KEITH FOODS	478.53	495619	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	4,109.42*
CONSTABLE PCT 1			
CASH ADVANCE ACCOUNT	877.55	495562	
VERIZON WIRELESS	227.94	495604	
UNITED STATES POSTAL SERVICE	76.00	495607	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	1,280.49*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	495604	113.97*
CONSTABLE-PCT 4			
SAM HOUSTON STATE UNIVERSITY	125.00	495577	
VERIZON WIRELESS	113.97	495604	238.97*
CONSTABLE-PCT 6			

VERIZON WIRELESS	113.97	495604	
UNITED STATES POSTAL SERVICE	8.30	495607	122.27*
CONSTABLE PCT. 7			
AT&T	34.07	495586	
VERIZON WIRELESS	113.97	495604	148.04*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	495604	
THOMSON REUTERS-WEST	764.00	495640	
SILSSEE FORD INC	4,485.86	495647	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	5,462.83*
AGRICULTURE EXTENSION SVC			
LOWE'S HOME CENTERS, INC.	324.57	495612	
TYLER FITZGERALD	114.59	495670	
CORENA N FITZGERALD	31.62	495672	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	495682	
HALLEE M SEWELL	302.60	495694	984.38*
HEALTH AND WELFARE NO. 1			
AMERICAN PUBLIC HEALTH ASSOCIATION	112.50	495537	
UNITED STATES POSTAL SERVICE	75.87	495607	
4IMPRINT, INC.	589.33	495611	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	495682	
EZEA D EDE MD	3,245.08	495683	4,220.78*
HEALTH AND WELFARE NO. 2			
AMERICAN PUBLIC HEALTH ASSOCIATION	112.50	495537	
ENTERGY	70.00	495556	
AT&T	34.07	495586	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	495682	
EZEA D EDE MD	3,245.08	495683	3,874.88*
ODP BUSINESS SOLUTIONS, LLC	215.23	495707	
NURSE PRACTITIONER			
RACHAEL COE	113.00	495605	
SERVET MUHITTIN SATIR	1,000.00	495689	1,113.00*
CHILD WELFARE UNIT			
ROSS DRESS FOR LESS, INC.	964.56	495625	964.56*
ENVIRONMENTAL CONTROL			
CDW COMPUTER CENTERS, INC.	43.13	495595	
DEPARTMENT OF INFORMATION RESOURCES	.08	495597	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	142.21*
INDIGENT MEDICAL SERVICES			
VERIZON WIRELESS	40.18	495604	
CARDINAL HEALTH 110 INC	39,727.39	495644	
VECTOR SECURITY	330.84	495661	40,098.41*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	12,337.54	495543	
BILL CLARK BUGSPERTS	657.00	495544	
ENTERGY	39,932.72	495555	
M&D SUPPLY	419.58	495566	
SANITARY SUPPLY, INC.	1,603.26	495578	
ACE IMAGEWEAR	235.96	495581	
AT&T	4,771.96	495586	
DEPARTMENT OF INFORMATION RESOURCES	860.40	495597	
OTIS ELEVATOR COMPANY	2,808.46	495616	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	131.80	495653	

NAME

AMOUNT

CHECK NO.

TOTAL

HERC RENTALS INC	330.00	495658	
ADVANTAGE INTERESTS INC	3,230.00	495662	67,318.68*
MAINTENANCE-PORT ARTHUR			
BETA TECHNOLOGY	507.65	495541	
COCOMO JOE'S	544.00	495546	
ALL-PHASE ELECTRIC SUPPLY	286.61	495547	
JOHNSON CONTROLS, INC.	677.00	495563	
SHERWIN-WILLIAMS	260.70	495583	
SMART'S TRUCK & TRAILER, INC.	44.06	495584	
AT&T	72.06	495586	
DEPARTMENT OF INFORMATION RESOURCES	7.96	495597	
LOWE'S HOME CENTERS, INC.	237.18	495612	
PARKER LUMBER	176.59	495631	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
CHARTER COMMUNICATIONS	106.78	495701	
CHARTER COMMUNICATIONS	460.18	495704	3,479.77*
MAINTENANCE-MID COUNTY			
SETZER HARDWARE, INC.	24.80	495580	
ACE IMAGEWEAR	92.24	495581	117.04*
SERVICE CENTER			
ACTION AUTO GLASS	99.90	495534	
SPIDLE & SPIDLE	14,597.79	495535	
J.K. CHEVROLET CO.	96.24	495557	
KINSEL FORD, INC.	11,820.69	495564	
M&D SUPPLY	150.99	495566	
PHILPOTT MOTORS, INC.	782.27	495572	
FASTENAL	119.99	495594	
JEFFERSON CTY. TAX OFFICE	7.50	495599	
JEFFERSON CTY. TAX OFFICE	7.50	495600	
JEFFERSON CTY. TAX OFFICE	7.50	495601	
JEFFERSON CTY. TAX OFFICE	7.50	495602	
JEFFERSON CTY. TAX OFFICE	7.50	495603	
MODICA BROS. TIRES & WHEELS	1,023.19	495608	
BUMPER TO BUMPER	1,614.36	495621	
AMERICAN TIRE DISTRIBUTORS	532.53	495628	
MIGHTY OF SOUTHEAST TEXAS	225.23	495635	
ADVANCE AUTO PARTS	925.77	495639	
CINTAS CORPORATION	39.79	495657	
MIDNIGHT AUTO	299.85	495659	
THE GOODYEAR TIRE & RUBBER COMPANY	10,750.50	495667	43,116.59*
VETERANS SERVICE			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
ODP BUSINESS SOLUTIONS, LLC	147.62	495707	246.62*
			385,497.53**
MOSQUITO CONTROL FUND			
MUNRO'S (USE VENDOR 211203)	71.94	495569	71.94**
FEMA EMERGENCY			
TIDAL BASIN GOVERNMENT CONSULTING	3,607.50	495684	3,607.50**
J.C. FAMILY TREATMENT			
MARY BEVIL	20.00	495677	20.00**
SECURITY FEE FUND			
JEFFERSON CTY. DISTRICT CLERK	4.76	495558	
JEFFERSON CTY. DISTRICT CLERK	.65	495559	
JEFFERSON CTY. DISTRICT CLERK	5.38	495560	
KWP TELECOM LLC	225.00	495656	235.79**
LAW LIBRARY FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
THOMSON REUTERS-WEST FUNCTION 4 LLC - WELLS FARGO FINANC	422.46 99.00	495640 495682	521.46**
EMPG GRANT			
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	495682	275.00**
JUVENILE PROB & DET. FUND			
JEFFERSON CTY. DISTRICT CLERK VERIZON WIRELESS	600.00 70.06	495561 495604	670.06**
COMMUNITY SUPERVISION FND			
DEPARTMENT OF INFORMATION RESOURCES VERIZON WIRELESS	52.24 32.08	495597 495604	
UNITED STATES POSTAL SERVICE	57.82	495607	
REDWOOD TOXICOLOGY LABORATORY	540.10	495626	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	
CHARTER COMMUNICATIONS	166.72	495703	
ODP BUSINESS SOLUTIONS, LLC	892.50	495707	
COMMUNITY CORRECTIONS PRG			1,840.46**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	99.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	495682	99.00**
COUNTY RECORDS MANAGEMENT			
JEFFERSON CTY. DISTRICT CLERK JEFFERSON CTY. DISTRICT CLERK JEFFERSON CTY. DISTRICT CLERK ODP BUSINESS SOLUTIONS, LLC	23.80 3.25 26.94 140.26	495558 495559 495560 495707	194.25**
HURRICANE LEPC GRANTS			
FORD PARK	9,766.00	495615	9,766.00**
DEPT STATE HEALTH GRANT			
IMELDA TRISTAN MARCUS LAMBERT	4,300.00 4,300.00	495696 495697	8,600.00**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.98	495604	227.98**
HOTEL OCCUPANCY TAX FUND			
ENTERGY DEPARTMENT OF INFORMATION RESOURCES CHARTER COMMUNICATIONS	1,372.02 1.54 130.63	495555 495597 495699	1,504.19**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	495682	198.00**
CAPITAL PROJECTS FUND			
CITY OF BEAUMONT - CENTRAL COLLECTI FREESE AND NICHOLS, INC COLLINS ENGINEERS, INC	203,946.67 15,540.25 1,112.50	495542 495691 495698	220,599.42**
AIRPORT FUND			
VERIZON WIRELESS GALLS LLC FUNCTION 4 LLC - WELLS FARGO FINANC	37.99 2,611.09 99.00	495604 495654 495682	2,748.08**
SE TX EMP. BENEFIT POOL			

NAME	AMOUNT	CHECK NO.	TOTAL
EXPRESS SCRIPTS INC	162,627.88	495663	162,627.88**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	495637	1,652.00**
STATE ARREST FEE FUND			
JEFFERSON CTY. DISTRICT CLERK	18.90	495558	
JEFFERSON CTY. DISTRICT CLERK	1.31	495559	
JEFFERSON CTY. DISTRICT CLERK	10.60	495560	30.81**
CCC			
JEFFERSON CTY. DISTRICT CLERK	113.86	495558	
JEFFERSON CTY. DISTRICT CLERK	15.62	495559	
JEFFERSON CTY. DISTRICT CLERK	128.92	495560	258.40**
TP			
JEFFERSON CTY. DISTRICT CLERK	11.87	495558	
JEFFERSON CTY. DISTRICT CLERK	1.60	495559	
JEFFERSON CTY. DISTRICT CLERK	13.40	495560	26.87**
DRUG COURT - 40%			
JEFFERSON CTY. DISTRICT CLERK	.17	495558	.17**
ELECTRONIC FILING FEE			
JEFFERSON CTY. DISTRICT CLERK	4.76	495558	
JEFFERSON CTY. DISTRICT CLERK	.65	495559	
JEFFERSON CTY. DISTRICT CLERK	5.38	495560	10.79**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,982.00	495511	
CLEAT	288.00	495512	
JEFFERSON CTY. TREASURER	12,796.61	495513	
RON STADTMUELLER - CHAPTER 13	182.31	495514	
INTERNAL REVENUE SERVICE	208.00	495515	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	4,020.00	495516	
JEFFERSON CTY. COMMUNITY SUP.	7,075.90	495517	
JEFFERSON CTY. TREASURER - HEALTH	533,946.27	495518	
JEFFERSON CTY. TREASURER - GENERAL	10.00	495519	
JEFFERSON CTY. TREASURER - PAYROLL	1,853,718.79	495520	
JEFFERSON CTY. TREASURER - PAYROLL	637,463.18	495521	
MONY LIFE INSURANCE OF AMERICA	72.54	495522	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,932.94	495523	
JEFFERSON CTY. TREASURER - TCDRS	737,067.64	495524	
JEFFERSON COUNTY TREASURER	3,031.53	495525	
JEFFERSON COUNTY - TREASURER -	8,193.52	495526	
NECHES FEDERAL CREDIT UNION	34,024.82	495527	
JEFFERSON COUNTY - NATIONWIDE	60,021.89	495528	
SBA - U S DEPARTMENT OF TREASURY	316.73	495529	
CONSERVE	190.03	495530	
INVESCO INVESTMENT SERVICES, INC	806.66	495531	
JEFFERSON CTY. TREASURER - PAYROLL	24,184.00	495532	3,934,533.36**
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	16,272.50	495684	16,272.50**
GLO DISASTER RECOVERY			
DE CORP	16,892.58	495687	
WHITELEY OLIVER ENGINEERING, LLC	2,295.40	495692	19,187.98**
CNTY & DIST COURT TECH FD			
JEFFERSON CTY. DISTRICT CLERK	3.81	495558	
JEFFERSON CTY. DISTRICT CLERK	.53	495559	
JEFFERSON CTY. DISTRICT CLERK	4.30	495560	

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SHERIFF - COMMISSARY

MAVERICK COMMUNICATIONS, INC.
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BENCKENSTEIN & OXFORD, L.L.P.

Hubert Oxford, IV

ATTORNEYS AT LAW
BBVA COMPASS BANK BUILDING
3535 CALDER AVENUE, SUITE 300
BEAUMONT, TEXAS 77706
TELEPHONE: (409) 833-9182
TELEFAX: (409) 833-8819

hoxfordiv@benoxford.com

May 25, 2022

Via Email:

The Honorable Judge Branick
County Judge, Jefferson County, Texas
Jefferson County Courthouse
1149 Pearl Street
Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 1
Annual Compiled Financial Statement

Dear Judge Branick and County Commissioners,

Enclosed, please find the Jefferson County Emergency Services District No. 1's ("District") Affidavit in Support of 2020-2021 Compiled Financial Statement and the Compiled Financial Statement prepared Mitchell T. Fontenote Certified Public Account, Inc. The Compiled Financial Statement was accepted by the District's Commissioner's during the May 23, 2022 Regular Meeting.

As you may recall, for the 2019-2020 fiscal year, the District asked for an extension to submit its financials so that a full audit could be completed because the District's had more than \$250,000.00 in cash on hand. This year, since the District's year end cash on hand was slightly less than \$250,000.00, a complete audit was not necessarily pursuant to Section 775.0821 of the Texas Health and Safety Code.

If, after you review the Compiled Financial Statement and determine that everything is in order, we request that the Commissioner's Court place this matter on the agenda for approval. Otherwise, if there are any questions or concerns, please do not hesitate to contact me.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____

Hubert Oxford, IV

cc:

BENCKENSTEIN & OXFORD, L.L.P.

Hon. Jeff Branick
May 25, 2022
Page - 2 -

Honorable Vernon Pierce vernonpierce@co.jefferson.tx.us and pct1@co.jefferson.tx.us
Mr. Patrick Swain pswain@co.jefferson.tx.us
Mr. Fred Jackson f.jackson@co.jefferson.tx.us;
Mr. John Johnson jles53@gmail.com

**COMPILED FINANCIAL STATEMENTS
OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

**FOR FISCAL YEAR COMMENCING OCTOBER 1, 2020
THROUGH SEPTEMBER 31, 2021**

TO

**COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS**

STATE OF TEXAS §
§
§
COUNTY OF JEFFERSON §

**AFFIDAVIT IN SUPPORT OF COMPILED
FINANCIAL STATEMENTS OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

BEFORE ME, the undersigned Notary Public, on this 25th day of May, 2022, personally appeared Mark Zambardino, who, by me being sworn, on his oath says:

"I am Mark Zambardino. I am over the age of eighteen (18) and am competent to be a witness in this matter. I am of sound mind and capable of making this sworn statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement, I may be held criminally responsible.

I reside at 12630 Gentry Road Beaumont, TX 77713 which address is within the boundaries of Jefferson County Emergency Services District No. 1 ("District"). I am Treasurer of the Board of Commissioners of said District and familiar with the records of said District, having served as its Treasurer throughout the fiscal year beginning October 1, 2020, through September 30, 2021.

Pursuant to Section 775.0821 of the Texas Health and Safety Code, the District satisfies all the requirements to file a Compiled Financial Statement with the Jefferson County Commissioners Court for the fiscal year 2020-2021 in lieu of a complete audit since the District did not:

- (1) have any outstanding bonds secured by ad valorem taxes or any outstanding liabilities secured by ad valorem taxes having a term of more than one year during the previous fiscal year;
- (2) did not receive more than a total of \$250,000 in gross receipts from operations, loans, taxes, or contributions during the previous fiscal year; and
- (3) did not have a total of more than \$250,000 in cash and temporary investments during the previous fiscal year.

Therefore, attached to this affidavit is a Compiled Financial Statement prepared by Mitchell T. Fontenote Certified Public Account, Inc ("CPA"). To prepare the Statement, CPA was provided with the minutes of the meeting for the 2020-2021 fiscal year and the preceding year along with all the financial reports and bank statements for the year. Moreover, CPA prepared the 2019-2020 audit and is familiar with the District's financial history, procedures, and safeguards.

I hereby certify the accuracy and authenticity of attached document. Upon oath, I swear Jefferson County Emergency Services District No. 1 satisfies all the foregoing requirements set forth in Section 775.0821 of the Texas Health and Safety Code." 

Signed this day 25th of May, 2022

Safety Code."



Signature of Affiant

Mark Zambardino
Affiant

Sworn to and subscribed before me on the 25 day of May, 2022, by
Mark Zambardino (name of signer).



Cayla J. Stribling
Notary Public's Signature

MITCHELL T. FONTENOTE

CERTIFIED PUBLIC ACCOUNTANT, INC.

May 23, 2022

RE: Jefferson County Emergency Service District #1

To Whom It May Concern:

Per our analysis of the data provided by Jefferson County Emergency Service District #1, we have determined the following.

- The District has less than \$250,000 in cash
- The District has less than \$250,000 in revenue
- The District has no outstanding bonds

Based on the above-mentioned criteria, the District meets Sec.775.0821 of the Health and Safety Code and may file a compiled financial statement in place of an audited financial statement.

Sincerely,

Mitchell T Fontenote CPA, Inc.

**JEFFERSON COUNTY EMERGENCY
SERVICE DISTRICT #1
COMPILED FINANCIAL STATEMENTS
FOR THE YEAR ENDING
SEPTEMBER 30, 2021**

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MITCHELL T. FONTENOTE

CERTIFIED PUBLIC ACCOUNTANT, INC.

COMPIILATION REPORT

Board of Directors and Management
Jefferson County Emergency Service District #1
Beaumont, Texas

Management is responsible for the accompanying financial statements of the governmental activities and the aggregate remaining fund information of Jefferson County Emergency Service District #1, as of and for the year ended September 30, 2021, and related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and Budgetary Comparison Schedule on pages 2-5 and page 18-19 be presented to supplement the basic financial statements. Such information is presented for purposes of additional analysis and, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting and for placing the basic financial statements in an appropriate operational, economic, or historical context. Such information is the responsibility of management. The required supplementary information was subject to our compilation engagement. We have not audited or reviewed the required supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Mitchell T. Fontenote CPA, Inc.

Port Neches, Texas
May 23, 2022

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1

MANAGEMENT DISCUSSION AND ANALYSIS

SEPTEMBER 30, 2021

This section of Jefferson County Emergency Service District #1's annual financial report presents our discussion and analysis of the District's financial performance during the calendar year ended September 30, 2021. Please read it in conjunction with the District's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

- The District's total combined net position was \$337,844 at September 30, 2021.
- During the year, the District's expenses were \$47,916 more than the \$190,886 generated in taxes, other revenues for governmental activities.
- The general fund reported a fund balance this year of \$252,168. Of this, all \$252,168 is for unrestricted use by the District.

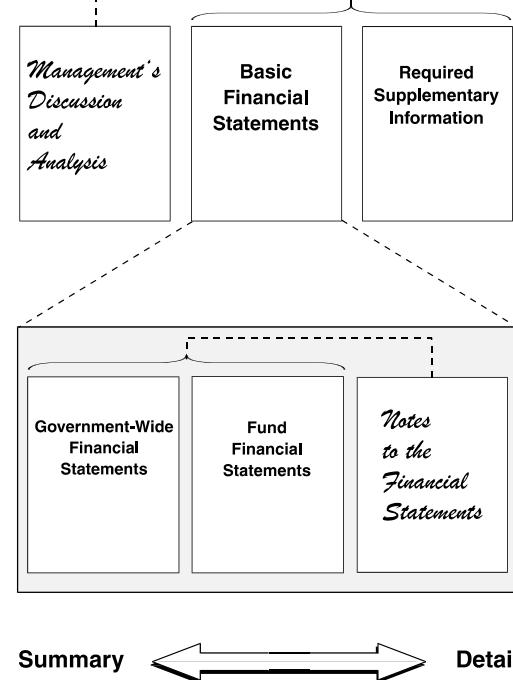
OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are *government-wide financial statements* that provide both *long-term* and *short-term* information about the District's overall financial status.
- The remaining statements are *fund financial statements* that focus on *individual parts* of the government, reporting the District's operations in more detail than the government-wide statements.
- *The governmental funds* statements tell how *general government* services were financed in the *short term* as well as what remains for future spending.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements. Figure A-1 shows how the required parts of this annual report are arranged and related to one another.

Figure A-1, Required Components of the District's Annual Financial Report



Government-wide Statements

The government-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the government's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid. The two government-wide statements report the District's net position and how they have changed. Net position—the difference between the District's assets and liabilities—is one way to measure the District's financial health or *position*.

- Over time, increases or decreases in the District's net position is an indicator of whether its financial health is improving or deteriorating, respectively.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
MANAGEMENT DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021

- To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The government-wide financial statements of the District include the *Governmental activities*. Most of the District's basic services are included here, such as fire and emergency care. Property taxes finance most of these activities.

Fund Financial Statements

The fund financial statements provide more detailed information about the District's most significant *funds*—not the District as a whole. Funds are accounting devices that the District uses to keep track of specific sources of funding and spending for particular purposes.

- Some funds are required by State law and by bond covenants.
- The Commissioners can establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- *Governmental funds*—Most of the District's basic services are included in governmental funds, which focus on (1) how *cash and other financial assets* that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental fund statements provide a detailed *short-term* view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the government-wide statements, we provide additional information at the bottom of the governmental funds statement, or on the subsequent page, that explain the relationship (or differences) between them.

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Net Position. The District's combined net position was \$337,844 at September 30, 2021. (See Table A-1).

Table A-1
JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
Net Position

	2021	2020
Current and Other Assets	\$ 265,046	\$ 307,440
Capital Assets	79,848	126,800
Total Assets	344,894	434,240
Current Liabilities	7,050	5,205
Longterm Liabilities	-	24,825
Total Liabilities	7,050	24,825
Net Position:		
Invested in Capital Assets Net of Related Debt	79,848	101,975
Unrestricted	257,996	302,235
Total Net Position	\$ 337,844	\$ 404,210

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
MANAGEMENT DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021

Approximately \$79,848 of the District's net position represent investments in capital assets net of related debt. The \$257,966 of unrestricted net position represents resources available to fund the programs of the District next year.

Changes in Net Position. The District's total revenues were \$190,886. Property taxes make up 96 percent of total revenues.

The total cost of all programs and services was \$238,802; all costs are for fire and emergency medical services and governmental operations.

Table A-2
JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
Changes in Net Position

	2021	2020
General Revenues:		
Property Tax Revenue	\$ 187,986	\$ 180,946
Other	2,900	7,444
Total Revenue	<u>190,886</u>	<u>188,390</u>
Expenses:		
General Government	51,535	41,482
Fire and Emergency Services	187,267	142,253
Total Expenses	<u>238,802</u>	<u>183,735</u>
Increase (Decrease) in Net Assets	(47,916)	4,655
Net Position, Beginning	404,210	399,555
Period Period Adjustment	(18,450)	-
Net Position, Restated	<u>385,760</u>	<u>399,555</u>
Net Position, Ending	<u>\$ 337,844</u>	<u>\$ 404,210</u>

Governmental Activities

- Property tax rates were set at \$.029 per \$100 valuation.
- For taxes due on January 31, 2021 the District has maintained the rate to \$.029 per \$100 due to the continued increase in population in the Jefferson County Emergency Service District #1.
- The cost of all *governmental* activities this year was \$216,674.
- The amount that our taxpayers paid for these activities through property taxes was \$188,819.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

The District continues to operate from a very conservative viewpoint due to a variety of issues. This is done to meet the emergency needs of the community. The District continues its deliberate and steady rehabilitation of old facilities and equipment and the purchase of new facilities and equipment to meet emergency needs.

General Fund Budgetary Highlights

On occasion, the District amends the budget, primarily due to increased costs associated with facilities upgrades. The fund balance, however, remains strong and sound.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
MANAGEMENT DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021
CAPITAL ASSETS AND DEBT ADMINISTRATION
Capital Assets

At the end of 2021, the District had invested \$79,848 in a broad range of capital assets, including land, equipment, buildings, and vehicles. (See Table A-3.) This amount represents a slight decrease from last year.

Table A-3
JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
Capital Assets

	2021	2020
Buildings	8,744	8,744
Equipment	212,613	212,613
Vehicles	457,967	457,967
Total Capital Assets	679,324	679,324
Less Accumulated Depreciation:		
Buildings	(2,396)	(2,141)
Equipment	(146,306)	(121,472)
Vehicles	(450,774)	(428,911)
Total Accumulated Depreciation	(599,476)	(552,524)
Net Capital Assets	\$ 79,848	\$ 126,800

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

- The District projects to stay the course on projects and revenue and expenditure projections at the current time.
- Continued growth in the surrounding communities has increased tax revenue projections.
- The District is now receiving sales tax revenue that will be used to pay for a contract with Acadian Ambulance, a new fire engine, two substations, and other operating expenses.
- Ad valorem tax rates have been set to \$0.029 per \$100 valuation as of January 31, 2022.

These indicators were taken into account when adopting the general fund budget for 2022. Amounts available for appropriation in the general fund budget are up slightly due to increased revenues. Any expected increases in revenue from property taxes are allocated to increases in funding levels for facilities and equipment needs. Also, amounts are allocated for training of fire and EMS personnel expenditures continue to rise due to the expanding community needs. Currently, the District is able to fill all of its financial obligations from personnel to facilities and equipment.

Budgeted revenues exceeded actual revenues by \$25,507 and budgeted expenses exceeded actual expenses by \$6,397.

If all revenue and expenditure estimates are realized in 2022, the District's fund balance is expected to continue to stay the same by the close of 2022.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's Business Services Department.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**STATEMENT OF NET POSITION****SEPTEMBER 30, 2021**

	Governmental Activities
ASSETS:	
Cash and Cash Equivalents	\$ 249,088
Taxes Receivable	15,958
Capital Assets:	
Buildings, Property, and Equipment, net	79,848
Total Assets	<u><u>\$ 344,894</u></u>
LIABILITIES AND NET ASSETS:	
Accounts Payable	\$ 7,050
Total Liabilities	<u><u>7,050</u></u>
Net Position	
Net invested in capital assets	79,848
Unrestricted	<u><u>257,996</u></u>
Total Net Position	<u><u>\$ 337,844</u></u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Primary Government	Program Revneues			Net (Expense) Revenue and Changes in Net Assets
	Expenses	Charges for Services	Operating Grants and Contributions	Governmental Activities
GOVERNMENTAL ACTIVITIES:				
General Government	\$ 51,535	-	-	\$ (51,535)
Fire and Emergency Services	187,267	-	-	(187,267)
Total Governmental Activities	<u>238,802</u>	<u>-</u>	<u>-</u>	<u>(238,802)</u>
		Taxes, penalties, and interest		187,986
		Interest Income		323
		Other miscellaneous		2,577
		Total General Revenues		<u>190,886</u>
		Change in Net Position		(47,916)
		Net Position - Beginning		404,210
		Prior Period Adjustment		(18,450)
		Net Position - Ending		<u>\$ 337,844</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1

BALANCE SHEET – GOVERNMENTAL FUNDS

SEPTEMBER 30, 2021

	Total Governmental Funds
ASSETS:	
Cash and Cash Equivalents	\$ 249,088
Taxes Receivable	15,958
Total Assets	<u>\$ 265,046</u>
LIABILITIES AND FUND BALANCE:	
Liabilities:	
Accounts Payable	\$ 7,050
Total Liabilities	<u>7,050</u>
Deferred Inflows of Resources:	
Unavailable Revenue - Property Tax	5,828
Deferred Inflows of Resources:	<u>5,828</u>
Fund Balance:	
Unassigned Fund Balance	252,168
Total Fund Balance	<u>\$ 252,168</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2021

Governmental fund balance as reported on the balance sheet for governmental funds.	\$ 252,168
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	79,848
Long-term liabilities, including bonds payable, are not due and payable in the current period, and, therefore, are not reported in the funds.	-
Recognition of deferred revenue as revenue increases net position	5,828
Total net position as reported on the Statement of Net Position for Governmental Activities.	<u>\$ 337,844</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

	Total Governmental Funds	General Fund
Revenues:		
Property taxes, penalties and interest	\$ 188,819	
Interest Income	323	
Other miscellaneous	2,577	
Total Revenue	191,719	
Expenditures:		
General government	50,355	
Fire and Emergency Services	140,314	
Debt Service:		
Principal	24,825	
Interest	1,180	
Total expenditures	216,674	
Net Changes in Fund Balance		(24,955)
Fund Balances:		
Beginning of year	295,573	
Prior Period Adjustment	(18,450)	
End of year	\$ 252,168	

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE OF GOVERNMENT FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

Net change in fund balance for governmental funds:	\$ (24,955)
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over the estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceed depreciation in the current period.	(46,952)
The issuance of long-term debt provides current financial resources to governmental funds while the repayment of the long term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.	24,825
Varrious other reclassifications and eliminations are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. These include recognizing deferred revenue, adjusting current year revenue to show the revenue from the current year's levy. The net effect of these reclassifications and recognition is to increase net assets.	(834)
Total change in Net Position	<u>\$ (47,916)</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**NOTES TO THE FINANCIAL STATEMENTS****SEPTEMBER 30, 2021****NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of Jefferson County Emergency Service District #1 (District) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental and financial reporting principles. The most significant accounting and reporting policies of the District are described in the following notes to the financial statements.

A. Reporting Entity

The Jefferson County Emergency Service District #1 was organized under the provisions of Section 48-e, Article III of the Constitution of the State of Texas for the protection of life and health as provided for under this Act.

Members of the Board have the authority to make decisions, appoint administrators and managers, and significantly influence operations; and have the primary accountability for fiscal matters. Therefore, the District is not included in any other governmental “reporting entity” as defined in Section 2100, Codification of Governmental Accounting and Financial Reporting Standards.

The accounting policies of the Jefferson Emergency Service District #1 conform to generally accepted accounting principles, as applicable to governments. The following is a summary of the more significant policies.

B. Basis of Presentation – Basis of Accounting**1. Basis of Presentation**

- a. **Government-Wide Financial Statements**: The statement of net position and the statement of activities include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the District’s governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The District does not allocate indirect expenses in the statement of activities. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

- b. **Fund Financial Statements**: The fund financial statements provide information about the District’s funds, with separate statements presented for each fund category. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The District reports the following major governmental funds:

- (1) **General Fund**: This is the District’s primary operating fund. It accounts for all financial resources of the District except those required to be accounted for in another fund.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**NOTES TO THE FINANCIAL STATEMENTS****SEPTEMBER 30, 2021****NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****B. Basis of Presentation – Basis of Accounting Continued****2. Measurement Focus, Basis of Accounting**

- a. **Government-Wide and Fiduciary Fund Financial Statements:** These financial statements are reported using the economic resources measurement focus. They are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.
- b. **Governmental Fund Financial Statements:** Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of property taxes. Property tax revenues and revenues received from the State are recognized under the susceptible-to-accrual concept. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the District incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the District's policy to use restricted resources first, then unrestricted resources.

C. Financial Statement Amounts

1. **Property Taxes:** Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. Property tax revenues are considered available (1) when they become due or past due and receivable within the current period and (2) when they are expected to be collected during a 60-day period after the close of the fiscal year.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1

NOTES TO THE FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Financial Statement Amounts Continued

Allowances for uncollectible tax receivables within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

2. **Capital Assets:** Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated fixed assets are recorded at their estimated fair value at the date of the donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. A capitalization threshold of \$5,000 is used.

Capital assets are being depreciated using the straight-line method over the following estimated useful lives:

Asset Class	Estimated Useful Life
Building	30
Equipment	5
Vehicles	7

3. **Receivable and Payable Balances:** The District believes that sufficient detail of receivable and payable balances is provided in the financial statements to avoid the obscuring of significant components by aggregation. Therefore, no disclosure is provided which disaggregates those balances.
4. **Use of Estimates:** The preparation of financial statements in conformity with GAAP requires the use of management's estimates.
5. **Budgets:** The official District budget was prepared for adoption for all Governmental Fund Types by the Commissioners.
6. **Encumbrances:** Encumbrances for goods or purchased services are documented by purchase orders or contracts. Under Texas law, appropriations lapse at September 30, and encumbrances outstanding at that time are to be either cancelled or appropriately provided for in the subsequent year's budget. There were no outstanding encumbrances at year-end.
7. **Inventory:** The District records purchases of supplies as expenditures. If any supplies are on hand at the end of the year, their total cost is recorded as inventory and the fund balance is reserved for the same amount.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1

NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Government-wide Fund Balance – Governmental Funds

In accordance with Government Accounting Standards Board 54, Fund Balance Reporting and Governmental Fund Type Definitions, the District classifies governmental fund balances as follows:

- a. Non-Spendable – includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual constraints. The District has \$0 classified as Non-Spendable.
- b. Restricted – includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation. The District has \$0 classified as Restricted.
- c. Committed – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision-making authority and does not lapse at year end. The District has \$0 classified as Committed.
- d. Assigned – includes fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund Balance may be assigned by the Director. The District has \$0 classified as Assigned.
- e. Unassigned – includes positive fund balance within the General Fund which has not been classified within the above mentioned categories and negative fund balances in other governmental funds. The District has \$252,168 classified as Unassigned.

The appointed board of directors, for the entity, has no authority to commit, assign, or restrict fund balances. In some instances a restriction is a result of meeting contractual or otherwise legal requirements, for example debt service requirements contained in the bond covenant.

NOTE 2 – DEPOSITS, SECURITIES AND INVESTMENTS

The District's funds are required to be deposited and invested under the terms of a depository contract. The depository bank deposits for safekeeping and trust with the District's agent bank, approved pledged securities in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation (FDIC) insurance.

Cash Deposits: The District's cash deposits at September 30, 2021 and during the year ended September 30, 2021, were entirely covered by FDIC insurance or by pledged collateral held by the District's agent bank in the District's name.

Investments: The District is required by Government Code Chapter 2256, the Public Funds Investment Act, to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for certificates of deposit.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2021
NOTE 2 – DEPOSITS, SECURITIES AND INVESTMENTS (CONTINUED)

The Public Funds Investment Act (“Act”) requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the basic financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, the District adhered to the requirements of the Act. Additionally, investment practices of the District were in accordance with local policies.

The Act determines the types of investments which are allowable for the District. These include, with certain restrictions (1) obligations of the U.S. Treasury, U.S. agencies, and the State of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) securities lending program, (5) repurchase agreements, (6) bankers acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, and (10) commercial paper.

The District's had no investments at September 30, 2021.

Investment Accounting Policy: The District's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term “short-term” refers to investments which have a remaining term of one year or less at time of purchase. The term “nonparticipating” means that the investment's value does not vary with market interest rate changes. Non-negotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

NOTE 3 – FIXED ASSETS

The following is a summary of changes in the fixed assets for the year ended September 30, 2021:

	Beginning Balances	Additions	Deletions	Ending Balances
Governmental Activities:				
<i>Capital Assets Being Depreciated:</i>				
Building	8,744	-	-	8,744
Equipment	212,613	-	-	212,613
Vehicles	457,967	-	-	457,967
Total Capital Assets Being Depreciated	679,324	-	-	679,324
Less Accumulated Depreciation For:				
Building	(2,141)	(255)	-	(2,396)
Equipment	(121,472)	(24,834)	-	(146,306)
Vehicles	(428,911)	(21,863)	-	(450,774)
Total Accumulated Depreciation	(552,524)	(46,952)	-	(599,476)
Governmental Activities Capital Assets, Net	\$ 126,800	\$ (46,952)	\$ -	\$ 79,848

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**NOTES TO THE FINANCIAL STATEMENTS****SEPTEMBER 30, 2021****NOTE 3 – FIXED ASSETS (CONTINUED)**

Depreciation was charged to government-wide statement of activities as follows:

	2021
Fire and emergency services	\$ 46,952
	<u>\$ 46,952</u>

NOTE 4 – LEASE AGREEMENT

On June 21, 2011 the District entered into a lease agreement with Government Capital Corporation for \$208,450.65 for a 2011 Freightliner M2106. The lease payment is due annually in the amount of \$26,004. As of September 30, 2021, the lease has been paid off.

NOTE 5 – LITIGATION

None.

NOTE 6 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through May 23, 2022, the date the financial statements were available to be issued. No instances existed that would require disclosure.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**BUDGETARY COMPARISON SCHEDULE****SEPTEMBER 30, 2021**

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues:				
Property taxes, penalties and interest	\$ 187,836	\$ 187,836	\$ 188,819	\$ 983
Interest Income	415	415	323	(92)
Other miscellaneous	28,975	28,975	2,577	(26,398)
Total Revenues	\$ 217,226	\$ 217,226	\$ 191,719	\$ (25,507)
Expenditures:				
General government	50,438	50,438	50,355	(83)
Fire and Emergency Services	146,628	146,628	140,314	(6,314)
Total expenditures	197,066	197,066	190,669	(6,397)
Excess of Revenues Over (Under) Expenditures	20,160	20,160	1,050	(19,110)
Other Financing Sources (Uses):				
Principal Payments on Loan	(26,005)	(26,005)	(26,005)	-
Total other financing sources (uses)	(26,005)	(26,005)	(26,005)	-
Net Changes in Fund Balance	(5,845)	(5,845)	(24,955)	(19,110)
Fund Balance at Beginning of Year	295,573	295,573	295,573	-
Prior Period Adjustment	-	-	(18,450)	-
Fund Balance at End of Year	\$ 289,728	\$ 289,728	\$ 252,168	\$ (19,110)

Notes to Required Supplementary Information:

Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**BUDGETARY COMPARISON SCHEDULE****SEPTEMBER 30, 2021*****Reconciliation of Budget to GAAP Basis*****Sources/Inflows of resources**

Actual amounts (budgetary basis) "available for appropriations"	
from the budgetary comparison schedule	\$ 217,226
Differences - budget to GAAP	

None.

Total revenues as reported on the statement of revenues, expenditures, and changes in fund balances - governmental funds.	<u>\$ 217,226</u>
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Uses/Outflows of resources

Actual amounts (budgetary basis) "total charges for appropriations"	
from the budgetary comparison schedule	\$ 223,071
Differences - budget to GAAP	

Expenditures for debt payments that are recognized for budgetary purposes but are reductions in liabilities for GAAP statements.	26,005
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Capital purchases that are expenditures for budgetary purposes but are additions to capital assets for GAAP statements.	<hr/>
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Total expenditures as reported on the statement of revenues, expenditures, and changes in fund balances - governmental funds.	<u>\$ 197,066</u>
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PROCLAMATION

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 7th day of June, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

Breastfeeding Month Proclamation:

WHEREAS, families are a priority in Jefferson County, and part of helping families to thrive is ensuring that they receive community support to develop and sustain healthy lifestyles; and

WHEREAS, according to the American Academy of Pediatrics, American Dietetic Association, American College of Obstetrics and Gynecology, American Academy of Family Physicians, and other leading health organizations, breastfeeding is the optimal food for infants; and

WHEREAS, exclusive breastfeeding for the first six months after birth, with continued breastfeeding for at least the first 12 months of life ensures that both mothers and infants receive maximum health benefits; and

WHEREAS, breast milk is physiologically tailored to meet infants maturing digestive systems, ensuring proper growth and development; and

WHEREAS, breastfeeding is associated with lower rates of childhood illness, such as obesity, diabetes, and infectious diseases, as well as reduced risk of maternal breast and ovarian cancers and a faster recovery from childbirth as compared to formula feeding; and

WHEREAS, breastfeeding promotes maternal-infant bonding and benefits the entire family; and is associated with lifelong health and development; and

WHEREAS, breastfeeding is a vital emergency protection for the infant during times of disaster by providing a safe, secure source of food and hydration that is readily available; and

WHEREAS, a parent's decision to breastfeed should be supported by family members and community; and

WHEREAS, by providing a supportive and welcoming environment, a breastfeeding friendly community encourages families of all races and ethnicities to continue breastfeeding;

WHEREAS, recognizing the persistent inequities in our community's birth outcomes as evidenced by our high infant mortality rate, supporting breastfeeding in our community can impact the education, knowledge, attitudes, and behaviors in our community and reduce disparities.

NOW, THEREFORE, the Commissioners Court of Jefferson County does hereby proclaim August, 2022 as **BREASTFEEDING AWARENESS MONTH**, to increase awareness of the critical role of breastfeeding, to improve maternal/infant health, and to reduce infant mortality in our community.

Signed this 7th day of June, 2022.

Jeff Branick
JUDGE JEFF R. BRANICK
County Judge

Vernon Pierce
COMMISSIONER VERNON PIERCE
Precinct No. 1

Darrell W. Bush
COMMISSIONER DARRELL W. BUSH
Precinct No. 2

Michael S. Sinegal
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

Absent
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



**INTERLOCAL AGREEMENT
SOUTH EAST TEXAS REGIONAL RADIO SYSTEM
800/700 MHz**

THIS AGREEMENT is made this the 1st day of June 2022, by and

between Stakeholder Agencies as defined in Article 11 of this agreement, the City of Beaumont, City of Port Arthur, City of Port Neches, City of Groves, City of Nederland, Texas, municipal corporations of Jefferson County, Jefferson County, Hardin County, the City of Orange, a municipal corporation of Orange County, Texas, Orange County, and the Texas Department of Public Safety, referred to herein as "the Stakeholders," which are authorized to enter into interlocal agreements in accordance with Chapter 791 of the Government Code of the State of Texas.

THIS AGREEMENT is intended to replace all existing interlocal agreements, amendments, and understandings that currently exist between the aforementioned entities as they relate to ownership, management, future updates, future membership, maintenance, management, operation of the hereby named South East Texas Regional Radio System (SETRRS) 800/700 MHz trunked radio system, herein referred to as "System."

WHEREAS, on October 17, 2000, the City Council of Beaumont, Texas authorized the purchase of an 800 MHz trunk radio communication system, consisting of software, communications equipment infrastructure, mobile and portable units, project management and warranty through the Houston-Galveston Area Council, herein referred to as "HGAC," at a cost of \$2,258,674.55; and

WHEREAS, on July 28, 2003, the Commissioner's Court of Jefferson County, Texas authorized the purchase of a Countywide 800 MHz trunk radio communication system, consisting of software, communications equipment infrastructure, mobile and portable units, project management and warranty, in accordance with State of Texas bidding requirements, at a cost of \$3,700,000; and

WHEREAS, on October 18, 2007, the City Council of Port Neches, Texas on behalf of the Consortium, the City of Port Arthur, City of Nederland, City of Groves, and the City of Port Neches, Texas, municipal corporations of Jefferson County, authorized the purchase of 800 MHz trunked radio communications system equipment consisting of software, communications infrastructure, project management and warranty through the Houston-Galveston Area Council at a cost of \$5,450,000.00; and

WHEREAS, on May 23, 2011, authorized the purchase of a Radio Tower to be located in Hardin County, Texas for an 800 MHz trucked radio communications system equipment consisting of software, communications equipment infrastructure, project management and warranty at a total project cost of \$1,645,000.00; and

WHEREAS, on November 8, 2011, the City Council of Orange, Texas, for an 800 MHz trunked radio communications system equipment consisting of software, communications equipment infrastructure, project management and warranty through the Houston-Galveston Area Council at a cost of \$376,264.00; and

WHEREAS, in May 2015 the Texas Department of Public Safety owned 800/700 Mhz trunked radio communications system equipment to put on a Radio Tower in Vidor, Texas consisting of software, communications equipment infrastructure, project management and warranty further identified by the equipment list attached (Exhibit A) and incorporated herein for all purposes; and

WHEREAS, on May 4, 2015, the Commission Court of Orange County, Texas authorized the purchase of a Radio Tower to be located in Vidor, Texas for an 800 MHz trunk radio communication system, consisting of software, communications equipment infrastructure, mobile and portable units, project management and warranty at a total project cost of \$1,422,376.00; and

WHEREAS, the Stakeholders have determined that a unified and integrated radio communication system for the three-county area would improve the ability of public safety and public service agencies to communicate and cooperate with each other, and allow direct access to and exchange of data, thereby promoting public health, safety, and welfare; and

WHEREAS, the Stakeholders acknowledge that this Agreement is needed to outline the specific and unique arrangements which exist for the ownership, management, maintenance, purchasing of additional equipment and operation of a combined 800/700 MHz trunked radio system using assets and resources belonging to each entity; and

NOW, THEREFORE, upon the mutual covenants, conditions and promises contained herein, the Stakeholders agree as follows:

Article 1
Interlocal Agreement

- 1.1 This Agreement is entered into and shall be construed pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act.
- 1.2 The Stakeholders will cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The Stakeholders agree in good faith to undertake resolutions of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.
- 1.3 This Agreement is intended to replace all existing interlocal agreements, amendments, and understandings that currently exist between the aforementioned entities as they relate to ownership, management, future updates, future membership, maintenance, management, operation of the hereby named South East Texas Regional Radio System (SETRRS) 800/700 MHz trunked radio system, herein referred to as "System."

Article 2
Definitions

- 2.1 Stakeholder Agency – A governmental agency who has provided from any means significant infrastructure equipment and/or frequencies installed on the base system thereby increasing the capacity of the system and providing for the agency an ownership interest in the system.

2.2 System User Agency – A governmental agency that due to size or number of subscriber units installed on the system is not required to install infrastructure equipment or frequencies to the system to accommodate their usage. System User Agencies will have talk groups on the system unique to their agency and commonly used for their day-to-day operations.

2.3 Interoperable Agency – A governmental agency that has authorized talk groups from agencies on the system programmed in their subscriber units for the purpose of communicating with those agencies during operations of mutual interest. These talk groups are not to be utilized on a day-to-day basis except as necessary for the benefit of both agencies.

2.4 System Manager - The City of Beaumont's Communications Systems Manager will serve as the "System Manager" as outlined in Article 6, System Management and Coordination.

2.5 Jefferson County Project Manager – A Jefferson County Accountant assigned to process any Jefferson County invoices as outlined in Article 6, System Management and Coordination.

2.6 Stakeholder Executive Committee – A focused committee group reducing the span of control made up of Stakeholder approved members are to assist Stakeholder Agencies with day-to-day business decisions and recommendations of actions needed for the System as outlined in Article 6, System Management and Coordination.

Article 3 Initial System Design & Updates

3.1 The radio communications system consisted of software and hardware for four tower sites and an 800 MHz Smart Zone trunked radio system from Motorola Inc. System resources included two simulcast towers with 11 repeater channels and two 4-channel Intelli-Repeater (IR) tower sites. The Master Site is located at the City's communications shop on Marina drive. The master site was connected via AT&T, T1 telephone circuits to the three other tower sites and to the dispatch centers for Beaumont police, Beaumont Fire and Jefferson County Sheriff.

3.2 Initial Tower Locations were as follows:

- A. Master/Prime Simulcast Site - City Facility - Communications Shop.
- B. Second Simulcast Site - County Facility - Mid County.
- C. 1st IR site - County Facility - on Hwy 90, west of Beaumont.
- D. 2nd IR site - County Facility - on Hwy 73, County Site, south of Beaumont.

3.3 Radio frequencies of each party are used in the System. Under the current design, the City allocated 13 of its 16 frequencies to the System; the County has its 5 frequencies dedicated to the System.

Article 4 Current System Design and Updates

- 4.1 The South East Texas Regional Radio System is recognized by the Texas Statewide Interoperability Coordinator's (SWIC) Office at the highest level of 5 and is a fully compliant P25 Astro Version 7.17.2 800/700 MHz Radio System located in Jefferson, Hardin, and Orange Counties. The System services most public safety departments in the region. The City of Beaumont monitors and maintains the main site of the SETRRS and operates out of an elevated and hardened main site building for the System. A Stakeholders Agency Committee including an Executive Committee represents all ten (10) Stakeholder Agencies in three of the four Counties of the South East Texas Regional Planning Commission region, which reports to the Office of Governor about the System's P25 compliance progress and issues related to Interoperability.
- 4.2 The System is made up of: Jefferson County - four (21 repeater) simulcast tower sites and one (6 repeater) IR tower site; Hardin County - three IR towers - two (5 repeater) IR tower sites and one (6 repeater) IR tower site; Orange County - two IR towers - one (7 repeater) IR tower site located in the City of Orange and one (6 repeater) IR tower site located in the City of Vidor, Texas. There is a total of 56 frequencies licensed on the System.
- 4.3 Current Tower Locations are as follows:

JEFFERSON COUNTY

- 1. Master/Prime Simulcast Site - City of Beaumont Facility - Communications Shop.
- 2. 2nd Simulcast Site - County Facility – Port Neches “leased”.
- 3. 3rd Simulcast site - County Facility - on Hwy 90, west of Beaumont “leased”.
- 4. 4th Simulcast site - County Facility - on Hwy 73, County Site, south of Beaumont.
- 5. 1ST IR site – City of Port Arthur – on Hwy 73 & Savannah.

HARDIN COUNTY

- 6 1ST IR site – County Facility – Sour Lake – 697 Hwy 105. “leased”.
- 7 2nd IR site – County Facility – Silsbee – 125 Farmer Street.
- 8 3rd IR site – County Facility – Bragg Site – 3789 Segno Road, in Saratoga

ORANGE COUNTY

- 9. 1ST IR site – City of Orange Facility – Meeker Drive.
- 10. 2nd IR site – County Facility/TDPS – by Vidor PD.

Article 5 Ownership and Radio Liaisons

- 5.1 All assets maintained under this agreement will remain assets of the respective party.
- 5.2 The System is composed of individual elements that are designed to work together. The Stakeholder Agencies will continue to own equipment that they have individually purchased.
- 5.3 Each Stakeholder Agency will designate a primary contact to represent their interests and make decisions on issues related to the day-to-day operation of the System. This person must also be authorized to make urgent and emergency operational and repair decisions. An urgent or emergency situation would be one where immediate decision authority is

needed to allow the system as a whole to continue supporting normal communications services.

- 5.4 It is recognized that each Stakeholder Agency will have to obtain authorization from higher levels within their organization for non-emergency system issues that require financial or long-term operational commitments.
- 5.5 The Stakeholder Agencies will provide the System Manager with current contact information and jointly develop a plan for emergencies that might occur after hours and on holidays.
- 5.6 The Texas Department of Public Safety shall retain ownership of said equipment (Exhibit A) and provide continued support and maintenance of the equipment for the greater of ten (10) years from May 2015 or the useable life of the equipment, thereby offsetting Texas Department of Public Safety's payment of normal annual system user fees due by each agency on the SETRRS. The Texas Department of Public Safety has allotted six (6) State 700 pool frequencies to the Vidor Tower site and two (2) State licensed microwave frequencies, one at the Beaumont Tower site and one at the Vidor Tower site (see details Table I). The Texas Department of Public Safety is allotted 5 (five) Daily Driver Talkgroups with no restrictions in area of operations or sites and will receive 3 (three) Advanced System Keys (ASK's) with 1 (one) "UNLIMITED" for Austin Programmer. The Texas Department of Public Safety interests on the system. The Texas Department of Public Safety will not pay any fees associated with its participation under this Agreement, specifically those provided for in Article 10, Additional Governmental Agency Requirement for Membership of the System, and Article 11, System Cost Sharing.

Article 6 System Management and Coordination

- 6.1 Stakeholders Agencies will meet at least once annually and are responsible for nominating representatives to two-year terms to the Stakeholder Executive Committee.
- 6.3 The Stakeholder Executive Committee will designate Officers of the said committee to create a hierarchy for operational control.
- 6.4 The Stakeholder Executive Committee will be responsible for holding "open" quarterly meetings while consulting with the System Manager to keep abreast of system processes, planning, membership, monitoring, and budgeting.
- 6.5 The Stakeholder Executive Committee will be made up of one representative from each County and the System Manager. Counties serving a population of over 200,000 will have two representatives.
- 6.6 Current Stakeholder Agency Executive Committee Member Makeup
 1. System Manager
 2. Jefferson County North
 3. Jefferson County Mid/South
 4. Hardin County
 5. Orange County

- 6.7 The City of Beaumont's Communications Shop will be responsible for day-to-day management, operation, and oversight of the System. This will include the management and clerical support required to update the Agreements, Attachments, and process the City of Beaumont invoices required under this Agreement. The Jefferson County Project Manager will process any Jefferson County invoices.
- 6.8 The System Manager will determine the capacity of the System to add new Users and develop a process for same.
- 6.9 The System Manager will coordinate and obtain approval from the Stakeholder Executive Committee prior to recommending approval of a new Stakeholder Agency Amendment (Exhibit B) which includes this Interlocal Agreement to Stakeholder Agencies.
- 6.10 The System Manager will coordinate and recommend approval of a new System User Agency Agreement (Exhibit C) with any new entity wishing to join the SETRRS system. System Manager will be signatory for SETRRS System User Agency agreements.
- 6.11 Stakeholder Agency Quorums for approval of new Stakeholder Agency Amendments must meet 51% attendance of current Stakeholder Agencies.
- 6.12 General duties of the System Manager will include monitoring the System and its components for normal operation; participating in the diagnosis of System performance problems and the development of corrective action recommendations; dispatching appropriate repair services in the event of a System malfunction; and managing the database elements that relate to effective operation.
- 6.13 A detailed inventory of subscriber units will be maintained by the System Manager.
- 6.14 A listing of the expenses incurred for system management and coordination will be maintained and reviewed annually.
- 6.15 The Communications Shop is staffed from 7:30 am to 4:00 pm, Monday through Friday, excluding Holidays. After hours emergency and on holidays contact will be made through the Beaumont Fire Department at (409) 880-3901 and the appropriate contact will be made.
- 6.16 The System Manager will coordinate the activities listed in this section and be responsible for the services outlined herein. System participants will be provided with appropriate contact information.

Article 7 System Repairs, Upgrades, and Replacement

- 7.1 Each party will be responsible for the cost of repairs to its towers and related antennas. Each party will be responsible for the costs associated with its dispatch offices.
- 7.2 Replacement and service maintenance to Master Site equipment and Simulcast Prime equipment is inevitable. When components of infrastructure need to be repaired, serviced, or replaced at the master or prime sites, the cost will be shared equally between the

Stakeholders. Accounting reports for these purposes will be maintained annually.

- 7.3 System upgrades other than routine upgrades may be needed from time to time to enhance or improve the system of communications. Such improvements will be discussed by the Stakeholder Executive Committee, so that improvements can be implemented in a planned, coordinated fashion. Should upgrades benefit the System and be acceptable to all Stakeholders, the costs will be shared equally with all Stakeholder and User Agencies.
- 7.4 The Stakeholders agree to work together to obtain grant funding for communications enhancements and improvements.

Article 8
Termination of Agreement

- 8.1 This Agreement may be terminated by any Stakeholder Agency with a 30-month written notice. The time allotted is considered necessary for making alternate service arrangements. All provisions of this Agreement will be honored until the effective termination date at the end of 30 months.
- 8.2 Upon termination, System management responsibilities will end. Any party leaving will keep the equipment that is wholly owned by them.
- 8.3 Should the Stakeholders not come to an amicable conclusion about the disposition of whatever equipment is jointed purchased, the Stakeholders agree to arbitrate those issues.
- 8.4 Prior to termination of the Agreement, either party may request that conflicts be submitted to arbitration. Stakeholders agree that such an offer will be given due consideration.

Article 9
Entirety of Agreement

- 9.1 This Agreement constitutes the entire agreement between the Stakeholders with respect to its subject matter, and there are no other representations, understanding, agreements between the Stakeholders with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, written or oral.

Article 10
Term of Agreement

- 10.1 The term of this Agreement is five years, beginning upon its execution by officials.
- 10.2 If no action is taken to terminate the Agreement, it will automatically renew for an additional three years.
- 10.3 If action is taken to terminate this Agreement, the ending date will be set to accommodate the 30-month period required in Article 8.

Article 11
System Cost Sharing

11.1 To ensure the continued quality and maintenance of the combined radio system, Stakeholder and User Agencies will contribute funding for maintenance - the necessary warranty and service agreement, operational costs, repair, and required upgrades to the system. Stakeholder and User Agencies are required to budget for their share of expenses for the continued operation of the system.

11.2 Stakeholder Agencies appropriate share of the costs of the system shall be determined and calculated by the number of subscriber units on the System.

11.3 Current Stakeholder Agency's

- A. City of Beaumont
- B. Jefferson County
- C. City of Port Arthur
- D. City of Port Neches
- E. City of Nederland
- F. City of Groves
- G. Hardin County
- H. ~~City of Orange~~
- I. Orange County
- J. Texas Department of Public Safety

11.4 Stakeholder Agency Responsibility

- A. Responsible for the purchase and maintenance of the agencies subscriber units.
- B. Responsible for utilities, maintenance, service agreement charges, communication line charges, and equipment for the individual agencies communications (dispatch) center(s).
- C. Responsible for payment of an apportioned share of the Motorola service agreement, infrastructure operation costs, repair, and necessary upgrades to the infrastructure of the radio system. The agency share will be based on the percentage of agency owned subscriber units on the system excluding Interoperable Agency subscribers.

11.5 System User Agency Responsibility

- A. Responsible for a system user fee based on the percentage of agency owned subscriber units on the system excluding Interoperable Agency subscribers as described in 11.4 C. above.
- B. Responsible for other costs encumbered by the agency to utilize the system, i.e. subscriber unit purchase, programming, and maintenance

11.6 Interoperable Agency Responsibility

Responsible for all costs encumbered by the agency to utilize the system, i.e. subscriber unit purchase, programming, and maintenance. Interoperable Agency use is based on exigent circumstances. An Interlocal Agreement is not required for Interoperable Agency use.

Article 12
Amendment History

- 12.1 The original agreement was made the 28th day of April 2008, by and between the City of **Beaumont**, Texas, a municipal corporation of Jefferson County, here in referred to as "City," and **Jefferson County**, here in referred to as "County," collectively herein referred to as "the Stakeholders," both entities authorized to enter into interlocal agreements in accordance with Chapter 791 of the Government Code of the State of Texas.
- 12.2 Amendment I agreement was made the by and between the City of Beaumont, Texas, a municipal corporation of Jefferson County, here in referred to as "City," Jefferson County, and the "Consortium" comprised of the Cities of **Port Arthur, Nederland, Groves, and Port Neches**, Texas, municipal corporations of Jefferson County, collectively herein referred to as "the Stakeholders," authorized to enter into interlocal agreements in accordance with Chapter 791 of the Government Code of the State of Texas.
- 12.3 Amendment agreement was made the by and between the City of Beaumont, Texas, a municipal corporation of Jefferson County, here in referred to as "City," Jefferson County, the "Consortium" comprised of the Cities of Port Arthur, Nederland, Groves, and Port Neches, Texas, municipal corporations of Jefferson County, and **Hardin County** collectively herein referred to as "the Stakeholders," authorized to enter into interlocal agreements in accordance with Chapter 791 of the Government Code of the State of Texas.
- 12.4 Amendment agreement was made by and between the City of Beaumont, Texas, Jefferson County, Hardin County, the "Consortium" comprised of the Cities of Port Arthur, Nederland, Groves, and Port Neches, Texas, municipal corporations of Jefferson County, and the City of **Orange**, Texas collectively herein referred to as "the Stakeholders," authorized to enter into interlocal agreements in accordance with Chapter 791 of the Government Code of the State of Texas.
- 12.5 Amendment II agreement was made by and between the City of Beaumont, Texas, Jefferson County, the City of Port Arthur, City of Nederland, City of Groves, City of Port Neches, Texas, municipal corporations of Jefferson County, Hardin County, the City of Orange, a municipal corporation of Orange County, Texas, **Orange County**, and the **Texas Department of Public Safety**, collectively herein referred to as "the Stakeholders," which are authorized to enter into interlocal agreements in accordance with Chapter 791 of the Government Code of the State of Texas.

The terms and conditions of the foregoing Interlocal Agreement are hereby approved and adopted on this the 7th day of June, 2022.

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

Date: 06-07-2022

**INTERLOCAL AGREEMENT
SOUTH EAST TEXAS REGIONAL RADIO SYSTEM
800/700 MHz**

**TABLE I
DPS FREQUENCIES**

State 700 pool frequencies

Location: Vidor Police Department, 695 East Railroad, Vidor, TX 77662

769.44375
769.90625
770.44375
770.90625
773.09375
773.28125

State licensed microwave frequencies

RFU Beaumont TX 11215.0 GHz

Location: Beaumont Communications Shop, 610 Marina Drive, Beaumont, TX 77701

RFU Vidor 10715.0 GHz

Location: Vidor Police Department, 695 East Railroad, Vidor, TX 77662

EXHIBIT A- DPS EQUIPMENT LIST

Model	Description
SQM01SUM0239	MASTER SITE CONFIG UPGRADE
CA00996AK	NM/ZC LICENSE KEY 7.13
CA00997AK	UCS LICENSE KEY 7.13
CA02106AA	ASTRO 25 FDMA VOICE SITE
SQM01SUM7054	GTR8000 EXPANDABLE SITE SUBSYSTEM
CA01706AA	ADD: ADD: GGM 8000 GATEWAY
CA00855AA	ADD: 700/800 MHZ
X303AE	ADD: QTY (3) GTR8000 BASE RADIOS
X591AE	ENH: ASTRO 25 SITE REPEATER SW
CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6
CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
CA00303AA	ADD: QTY (1) SITE CONTROLLER
CA02219AA	ASTRO 25 SITE REPEATER SITE CONTROL
CA01402AA	ADD: 7.0 FT OPEN RACK
SQM01SUM7054	GTR8000 EXPANDABLE SITE SUBSYSTEM
CA01706AA	ADD: ADD: GGM 8000 GATEWAY
CA00855AA	ADD: 700/800 MHZ
X303AE	ADD: QTY (3) GTR8000 BASE RADIOS
X591AE	ENH: ASTRO 25 SITE REPEATER SW
CA00861AA	ADD: CABINET RMC W/ CAPABILITY OF 6
CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
CA00882AA	ADD: 700 MHZ TX FILTER W/PMU
CA00303AA	ADD: QTY (1) SITE CONTROLLER
CA02219AA	ASTRO 25 SITE REPEATER SITE CONTROL
CA01402AA	ADD: 7.0 FT OPEN RACK
DSSC412HF2LDFE5765	COLLINEAR OMNI, II.5DBD HD NULL FIL
DSCLAMP006C	SINGLE CLAMP FOR SC281/SC381 ANTENNA
L1705	LDF4-50A CABLE: 1/2" LDF HELIAX PO
DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
DDN1091	L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/
TDN9289	221213 CABLE WRAP WEATHERPROOFING
L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX
DDN9872	AL6DM-PSA 7-16 DIN MALE PS FOR 1-1/
DSSG11406B2A	SG114-06B2A 1-1/4" SURE GROUND GROU
DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
TDN7519	42396A-11-I/4" CABLE HANGER KITST
DSTSXDFFBF	RFSPD, 698-2700MHZ DC BLOCK HIGH P
DSGSAKITD	GROUND STRAP KIT-DIN
L1705	LDF4-SOA CABLE: 1/2" LDF HELIAX PO

DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN
DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
DDN9743	TK-TW TORQUE WRENCH KIT FOR 7-16 DI
DSSC412HF2LDFE5765	COLLINEAR OMNI, 11.SDBD HD NULL FIL
DSCLAMP006C	SINGLE CLAMP FOR SC281/SC381ANTENNA
L1705	LDF4-SOA CABLE: 1/2" LDF HELIAX PO
DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN
DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
TDN9289	221213 CABLE WRAP WEATHERPROOFING
L1705	LDF4-50A CABLE: 1/2" LDF HELIAX PO
DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN
DS428D83101T	TIA, MINI AUTO QUAD, 796-824 MHZ, S
L3617	AVAS-SOFX 7/81N HELIAX VIRTUAL AIR
DDN1079	78EZNF-M N FEMALE MOT CONNECTOR (MO
DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN
DSLSSGRIP	LSSGRIP 7/8" SUPPORT HOIST GRIP
MDN6817	42396A-5 7/8"CABLE HANGER STAINLE
L1705	LDF4-SOA CABLE: 1/2" LDF HELIAX PO

Consider and possibly approve Out of State Travel Policy

Motion: Commissioner Alfred

Second: Commissioner Arnold

Approved

Out Of State Travel Policy

When requesting approval OUT OF STATE TRAVEL, the department head or elected official should submit information, along with the request for approval as an agenda item, that addresses the following questions:

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

The trip was not budgeted, but a grant was applied for and awarded to specifically pay for this trip and training.

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

Yes, it is a part of a larger grant we received to learn about the FDA standards which Texas has adopted and we enforce (new food code).

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

Yes, there is no cost to the County.

4. Is the training available locally or within Texas at a lower cost? No



Proclamation

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 7th day of June, 2022, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

WHEREAS, Beaumont United High School Boys' basketball team, participating in UIL Interscholastic League Sports competition; and

WHEREAS, Beaumont United High School Boys' basketball team, has proven themselves to be champions both on and off the basketball court; and

WHEREAS, Beaumont United High School Boys' basketball team has shown the dedication and resolve required to advance from the rigorous regular schedule of teams in their district by the Boys winning back to back State 5-A Championship titles by defeating Mansfield Timberview; and

WHEREAS, Beaumont United High School Boys' team, has proven their excellence by bringing such a victory home; and

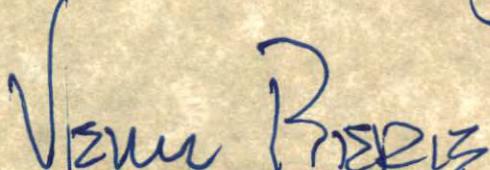
WHEREAS, having made a significant contribution to Jefferson County, **Beaumont United High School Boys' basketball team**, are hereby recognized for their unselfish teamwork and grueling efforts to achieve excellence and the trophies and accolades brought to Jefferson County.

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas does hereby honor and commend **Beaumont United High School Boys' basketball team**, for their dedicated service and hard work, and congratulate them on their achievements on and off the Basketball court.

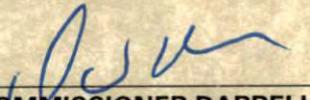
SIGNED this 7th day of June, 2022.

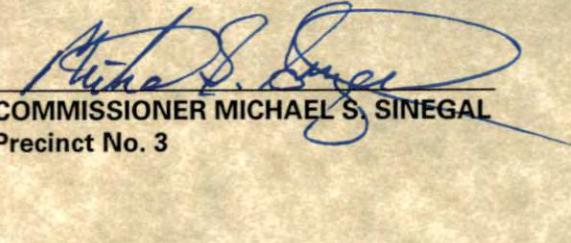
Judge Jeff R. Branick
County Judge




COMMISSIONER VERNON PIERCE
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER DARRELL W. BUSH
Precinct No. 2


Absent
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Community Letter of Interest to Join the CRS



JEFFERSON COUNTY Engineering Department

June 7, 2022

Gilbert Giron
Federal Emergency Management Agency Region 6
800 North Loop 288
Denton, TX 76209

Dear Mr. Giron

The County of Jefferson, Texas is submitting this letter and associated attachments to demonstrate our interest in participating in the FEMA Community Rating System (CRS). We understand that the CRS program is a more comprehensive approach to flood plain management and if granted participation, will qualify our residents for discounted flood insurance premiums.

We will cooperate with FEMA, the Insurance Services Office, Inc. (ISO), and the CRS verification process to ensure that our credited activities are fully earned and warranted.

We understand that a State ISO may want to review our program in depth to verify creditable activities through an onsite visit. We also understand that approval from the FEMA Regional Office is needed for the ISO/CRS Specialist to visit the community. Please note that Jefferson County recently successfully closed out a CAV as documented in the attached letter dated January 12th 2022 and is included in Attachment A.

Our CRS Coordinator is Michelle Falgout, P.E. CFM, who can be reached at 409-835-8584 or michelle.falgout@jeffcotx.us. Please contact us if you have any questions regarding this submittal.

Sincerely,

A blue ink signature of Jeff Branick.

Jeff Branick
County Judge
Jefferson County, Texas

A blue ink signature of Michelle Falgout.

Michelle Falgout, P.E. CFM
County Engineer
Jefferson County, Texas

cc: Dave Arkens, - dmarkens@iso.com and Stephanie Weeks - Stephanie.Weeks@verisk.com
Yi Ling Chan, CFM, NFIP State Coordinator - yi.chan@twdb.texas.gov

Jefferson County Courthouse • 1149 Pearl, 5th floor, Beaumont, Texas 77701
Beaumont 409-835-8584 • Mid-County 409-727-2191, ext. 8584 • Facsimile 409-835-8718

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Attachment A: Community Assistance Visit - successful closure letter-January 12, 2022

Attachment B: CRS Quick Check Form

Attachment C: Elevation Certificates – Jan 1, 2022 to Present (**CRS Item 310 b**)

Attachment D: Flood related brochures/flyers/Information (**CRS Item 330 a**)

 D1-Vent Requirements

 D2-Elevation Grant Application Information

 D3-Buyout Grant Application Information

Attachment E: State law Requirements-S.B. No. 339-Disclosure of flooded properties (**CRS Item 340 b**)

Attachment F: Online Brochures proved by Real Estate Agents (**CRS Item 340 c**)

Attachment G: Base Flood Determinations in Approximate A Zones

 County Rules-Section 4.3-2 (**CRS Item 410 a**)

Attachment H: Special flood hazard area Open spaces (**CRS Item 420 a and b**)

 H1-Keith Lake Boat Ramp Area

 H2-Walter Umphrey Park

 H3-Additional information, no attachment

Attachment I: Free board Requirement-section 5. 2-1, 5.2-2, 5.2-3,5.2-5 (**CRS Item 430 b**)

Attachment J: Definitions of Repetitive Loss and Substantial Improvement (**CRS Item 430 d-e**)

Attachment K: Critical facilities to be protected-section 5-6 (**CRS Item 430 f**)

Attachment L: Approval Plans (**CRS Item 510 a**)

 L1-Hazard Mitigation Plan, Approval Letter and Table of Contents

 L2-Floodplain Management Standard Operation Procedures

Attachment M: Buyout Properties-Open spaces (**CRS Item 520**)

Attachment N: Pre-FIRM and Post-Firm Elevated Structures (**CRS Item 530**)

Attachment O: List of Critical Facilities in Floodplain (**CRS Item 610 a-d**)

Attachment P: Drainage and Flood Control Rules (**CRS Item 430 i**)

ATTACHMENT A

Community Assistance Visit
Successful Closure letter
January 12, 2022

U.S. Department of Homeland Security

FEMA Region 6

800 N. Loop 288

Denton, TX 76209



FEMA

January 12, 2022

The Honorable Jeff Branick
 County Judge of Jefferson County
 P.O. Box 4025
 Beaumont, TX 77704

RE: National Flood Insurance Program, Community Assistance Visit

Dear Judge Branick:

The Federal Emergency Management Agency (NFIP) would like to advise you of the successful closure of the National Flood Insurance Program (NFIP) Community Assistance Visit (CAV) with Jefferson County, initiated on July 9, 2020. The CAV was conducted by FEMA Floodplain Management and Insurance (FMI) Specialists Michael Segner and Yho-Meka Conway with Jefferson County Floodplain Administrator Michelle Falgout. The CAV identified programmatic deficiencies requiring corrective actions to maintain the continued availability of NFIP insurance policies within Jefferson County.

FEMA identified programmatic deficiencies including an ineffective substantial damage program, unpermitted development, and ineffective enforcement procedures. Jefferson County's most recent correspondence to FEMA, dated November 15, 2021, provided work completed during the CAV by Jefferson County Floodplain Administrator Michelle Falgout. This work addressed non-compliance for each of the 100-sites identified in the special flood hazard area and required procedural changes to meet NFIP minimum standards:

- Inform property owners of the requirement to obtain permits for repairs
- Conduct damage assessments
- Determine the costs of repairs and market values for damaged structures
- Procedures to determine the substantial damage status of individual structures
- Track and monitor substantial damage determination letters to property owners
- Periodically inspect development to affirm compliance with issued permits, correct deficiencies and violations, and unpermitted development

These procedural changes allow Jefferson County to maintain good standing and continued availability in the NFIP, increase awareness of flood risk throughout the community, improve resilience to flood risk, and identify mitigation opportunities that further reduce risk in your community.

The NFIP currently provides 4,493 NFIP flood insurance policies in force within Jefferson County, providing \$1.3 billion in coverage. Policyholders filed 3,797 claims since 1983, providing a cumulative claim payment history of \$290 million.

The Honorable Jeff Branick
January 12, 2022
Page 2

Thank you for the cooperation of your administration and for the courtesies extended to FEMA during the CAV. Please feel free to contact Michael Segner at (940) 268-8368, or by email at michael.segner@fema.dhs.gov, for any further assistance or NFIP related matters.

Sincerely,



Charles Cook
Floodplain Management and Insurance
Branch Chief

cc: Yi Chan, Texas NFIP State Coordinator
Michelle Falgout, Floodplain Administrator, Jefferson County

ATTACHMENT B

CRS Quick Check Form

CRS Quick Check							
Community Name			Jefferson County		State TX		
NFIP Number			480385		Initial FIRM Date	June 1, 1983	
Population			35,615		Current FIRM Date	Jan 1, 2002	
Date Completed					County	Jefferson	
Chief Executive Officer			CRS Coordinator				
Name			Jeff Branick		Michelle Falgout P.E., CFM		
Title			County Judge		County Engineer		
Address			1149 Pearl Street, Beaumont, TX 77701				
Address							
CRS Coordinator's phone number			409-835-8584		Fax	409-835-8718	
CRS Coordinator's e-mail address			mfalgout@co.jefferson.tx.us				
Section		Prerequisites		Estimate		Yes	Not Yet
211	a(2)	Have you had a Community Assistance Visit that concluded you are in full compliance with the NFIP?				Yes	
	a(4)	How many repetitive loss properties are there in your community?		654	+		
	a(4)	What is your repetitive loss category? (A = no rep losses, B = 1 - 49, C = 50 or more)		C			
	a(5)	Have you maintained flood insurance policies on all buildings owned by your community that have been required to have one?				Yes	
213	a	How many buildings are in your community's Special Flood Hazard Area?		2608			
	a	How large is your community's Special Flood Hazard Area (in acres)?		313,209.8			
CRS Activity & Sections		CRS Activities and Elements		Response		Primary documentation that will be needed (other documentation or information will be required for each activity):	
				Yes, currently	Will begin providing		
310	a	Will you keep FEMA Elevation Certificates on all new buildings and substantial improvements in the SFHA?		Yes			
	b	Do you have FEMA Elevation Certificates on buildings built before your CRS application?		Yes			Copies of elevation certificates Attach C
320	a	Are you willing to publicize that you will read FIRMs for inquirers and keep a record of what you told them?					Copy of publicity
	b	Do you provide inquirers with other non-insurance related information that is shown on your FIRM?		Yes			
	c	Do you provide information about flood problems other than those shown on the FIRM?		Yes			
	d	Do you provide information about flood depths?		Yes +			
	e	Do you provide information about special flood-related hazards, such as erosion, subsidence, or tsunamis?					
	f	Do you provide information about past flooding at or near the site in question?		Yes			
	g	Do you provide information about areas that should be protected because of their natural floodplain functions?					

330	a	Does your community provide flood-related informational brochures, flyers, or other documents for the public to pick up?	Yes			Copy of the material(s). Attach D
	a	Does your community prepare a flood-related newsletter, presentation, or other outreach project that is implemented every year?				Copy of the material(s).
340	a	Do real estate agents actively advise house hunters if a property is located in a Special Flood Hazard Area?				
	b	Are there state or local requirements that sellers must disclose whether a property has been flooded?	Yes			Copy of the relevant regulation. Attach E
	c	Do real estate agents give house hunters a brochure or handout advising them to check out the flood hazard before they buy?	Yes			Copy of the material(s). Attach F
350	a	Do you have any flood-related references in your public library?				
	c	Do you have flood-related information or links on your community's website?	Yes			
360	a,b	Do you visit homes and help people determine how they could reduce their flooding or drainage problem?				Copy of a memo or other record of visit.
	c	Do you talk to people about sources of financial assistance for flood or drainage protection measures?				Copy of the material(s).
370		Have you reviewed all your community's flood insurance policies and analyzed where coverage should be improved?				
410	a	Have you conducted your own flood studies and do you use the data when regulating new development?				
	a	Do you provide (or require the developer to provide) base flood elevations in approximate A Zones?	Yes			Copy of the relevant ordinance section. Attach G
	b	Did your community contribute to the cost of a Flood Insurance Study (e.g., provided cash or a base map with better topography)?				Copy of the FIS pages.
420	a	Is a portion of your Special Flood Hazard Area kept as park or other publicly preserved open space?	Yes			Areas mapped. Attach H
	c	Are some of those parks or other publicly preserved open spaces preserved in or restored to their original natural state?	Yes			Areas mapped. Attach H
	e	Does your community have density transfers or other regulations to encourage developers to keep the SFHA as open space?				Copy of the relevant ordinance section.
	f	Is a portion of your SFHA is zoned for minimum lot sizes of 5 acres or larger?				
430	a(1)	Does your community prohibit filling or require compensatory storage in all or parts of the SFHA?				Copy of the relevant ordinance section.
	a(2)	Does your community prohibit certain types of buildings from all or parts of the SFHA?				Copy of the relevant ordinance section.
	a(3)	Does your community prohibit or limit the storage of hazardous materials from all or parts of the SFHA?				Copy of the relevant ordinance section.
	b	Does your community have a freeboard requirement?	Yes +			Copy of the relevant ordinance section. Attach I
	c	Do you have compaction and erosion protection requirements for fill that is used to support buildings?				Copy of the relevant ordinance section.
	d	Do you track building improvements and repairs cumulatively and add the values up to reach the 50% threshold?	Yes +			Copy of the relevant ordinance section. Attach J
	e	Do you define substantial damage to include two floods in 10 years with average damage at 25% of the building's value?	Yes			Copy of the relevant ordinance section. Attach J

	f	Do you require critical facilities to be protected to the 500-year flood level?	Yes			Copy of the relevant ordinance section. Attach K
	g	Do you require a non-conversion agreement signed by the permit applicant for an elevated building?				Copy of the relevant ordinance section.
	h	Does your community enforce the International Building and Residential Codes (IBC and IRC)?	Yes			
	h	Does your community have a BCEGS rating?				
	i	Do you have regulations that ensure that every new building will be built to be protected from local drainage flooding?	Yes			Copy of the relevant ordinance section. Attach P
		Are community staff members CFMs or graduates of an EMI NFIP course?	Yes			
		Do you keep paper records at a secure offsite storage site or scan them and back up the files?	Yes			
440	a	Is your FIRM on a local geographic information system (GIS) layer and does the GIS also show streets and parcels?	Yes			
	b	Have you kept copies of all your old FIRMs?	Yes			
	c	Does your community have qualifying benchmarks in the NSRS that are maintained or at least three CORS?				
450	a	Do you require new developments to build storm-water retention or detention basins?				Copy of the relevant ordinance section.
	c	Do you have permit records that show that you require new developments to control erosion from construction projects?				Copy of the relevant ordinance section.
	d	Do you have permit records that show that you require new storm-water facilities to include water quality provisions?				Copy of the relevant ordinance section.
510	a	Have you adopted a floodplain management or hazard mitigation plan that has been approved by FEMA?	Yes			Copy of the plan's table of contents. Attach L
	c	Have you adopted a plan to protect aquatic or riparian species or other natural floodplain functions?				Copy of the plan's table of contents. Attach M
520		Have buildings in the floodplain been acquired and the properties are now open space?	Yes			List of cleared buildings.
530		Have pre-FIRM buildings been elevated voluntarily or otherwise floodproofed?	Yes			List of elevated buildings. Attach N
540	a	Do you have a program to regularly inspect streams, ditches, and other channels and to remove debris when found?				Map of drainage system and inventory of system components.
	c	Do you have a capital improvements program for drainage improvements?				Copy of capital improvements plan.
	d	Do you have an ordinance that prohibits dumping debris, junk, grass, etc., in drainageways?				Copy of the relevant ordinance section.
	e	If you have credit for 450.a, do you have a program to regularly inspect storage basins and to remove debris when found?				Map of Inventory
610	a - d	Do you have a system for getting notification when flooding is expected (more than listening to the radio)?	Yes			
		Do you have a flood response plan (or flood annex to the emergency plan) that specifies what to do after a flood notification?				Copy of response plan. Attach O
		Do you have a master list of critical facilities in the floodplain and arrangements for special warnings to them?	Yes			List of critical facilities.
	e,f	Are you a Storm-Ready or Tsunami-Ready community? (see https://www.weather.gov/stormready/).				
620	a - e	Do you have a levee, a levee maintenance program, and a levee failure warning and response plan (similar to 610 a-d)? Is there an annual outreach project sent to properties in the area that would flood if the levee were overtopped?				

630	a	Is your community threatened by a failure of an upstream dam?				
	b - e	Do you have a dam failure warning and response plan (similar to 610 a-d)? Is there an annual outreach project sent to properties in the area that would be flooded if the dam failed.				
			Yes, currently	Will begin providing	Will consider	
		Total				

ATTACHMENT C

Elevation Certificates
January 1, 2022 to Present

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A - PROPERTY INFORMATION		FOR INSURANCE COMPANY USE			
A1. Building Owner's Name LENORA FOSTER		Policy Number:			
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 524 HILLEBRANDT ACRES		Company NAIC Number:			
City BEAUMONT	State Texas	ZIP Code 77705			
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) HILLEBRANDT ACRES L9 & L10 B5					
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>RESIDENTIAL</u>					
A5. Latitude/Longitude: Lat. <u>29°56'02.9194"</u> Long. <u>94°06'35.5725</u>		Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983			
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.					
A7. Building Diagram Number <u>5</u>					
A8. For a building with a crawlspace or enclosure(s):					
a) Square footage of crawlspace or enclosure(s) <u>N/A</u> sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>N/A</u>					
c) Total net area of flood openings in A8.b <u>N/A</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
A9. For a building with an attached garage:					
a) Square footage of attached garage <u>N/A</u> sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>N/A</u>					
c) Total net area of flood openings in A9.b <u>N/A</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number JEFFERSON COUNTY 480385		B2. County Name JEFFERSON			
B3. State Texas					
B4. Map/Panel Number 4803850290	B5. Suffix B	B6. FIRM Index Date 06-01-1983	B7. FIRM Panel Effective/Revised Date 06-01-1983	B8. Flood Zone(s) A15	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) BFE = 11' (SEE COMMENTS FOR PRELIM MAP)
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 524 HILLEBRANDT ACRES			Policy Number:
City BEAUMONT	State Texas	ZIP Code 77705	Company NAIC Number

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO.
 Complete items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.
 Benchmark Utilized: CORS Vertical Datum: CORS, NAVD 88, GEOID 2018

Indicate elevation datum used for the elevations in items a) through h) below.

NGVD 1929 NAVD 1988 Other/Source:

Datum used for building elevations must be the same as that used for the BFE.

a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	Check the measurement used.
11.0	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
b) Top of the next higher floor	N/A <input type="checkbox"/> feet <input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (V Zones only)	N/A <input type="checkbox"/> feet <input type="checkbox"/> meters
d) Attached garage (top of slab)	N/A <input type="checkbox"/> feet <input type="checkbox"/> meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	10.6 <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
f) Lowest adjacent (finished) grade next to building (LAG)	7.8 <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
g) Highest adjacent (finished) grade next to building (HAG)	8.4 <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	8.0 <input checked="" type="checkbox"/> feet <input type="checkbox"/> meters

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? Yes No Check here if attachments.

Certifier's Name BILLY A. PATTERSON	License Number 6030	
Title REGISTERED SURVEYOR		
Company Name ATWELL, LLC		
Address 19 BRIAR HOLLOW LN #145		
City HOUSTON	State Texas	
Signature <u>Billy A. Patterson</u>	Date 12-16-2021	Telephone (713) 468-6000
		Ext.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)
 B9: ZONE AE - 48245C0325F JEFFERSON COUNTY TX BFE = 10'

C2e: AC UNIT

CENTER LINE OF STREET ELEVATIONS (HILLEBRANDT) HIGH - 8.75' LOW - 7.60'

TBM#100 (MAG NAIL) - EL 8.37 SET ACROSS STREET FROM DRIVEWAY IN PAVEMENT

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 524 HILLEBRANDT ACRES			Policy Number:
City BEAUMONT	State Texas	ZIP Code 77705	Company NAIC Number

**SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED)
FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is Intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ feet meters above or below the HAG.

E3. Attached garage (top of slab) is _____ feet meters above or below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ feet meters above or below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address	City	State	ZIP Code
---------	------	-------	----------

Signature	Date	Telephone
-----------	------	-----------

Comments

 Check here if attachments.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 524 HILLEBRANDT ACRES			Policy Number:
City BEAUMONT	State Texas	ZIP Code 77705	Company NAIC Number

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate of Compliance/Occupancy Issued
<p>G7. This permit has been issued for: <input type="checkbox"/> New Construction <input type="checkbox"/> Substantial Improvement</p> <p>G8. Elevation of as-built lowest floor (including basement) of the building: _____ <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____</p> <p>G9. BFE or (in Zone AO) depth of flooding at the building site: _____ <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____</p> <p>G10. Community's design flood elevation: _____ <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____</p>		
Local Official's Name _____ Title _____		
Community Name _____ Telephone _____		
Signature _____ Date _____		
Comments (including type of equipment and location, per C2(e), if applicable)		

Check here if attachments.

ELEVATION CERTIFICATE**BUILDING PHOTOGRAPHS**

See Instructions for Item A6.

OMB No. 1660-0008

Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 524 HILLEBRANDT ACRES			Policy Number: _____
City BEAUMONT	State Texas	ZIP Code 77705	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken: "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

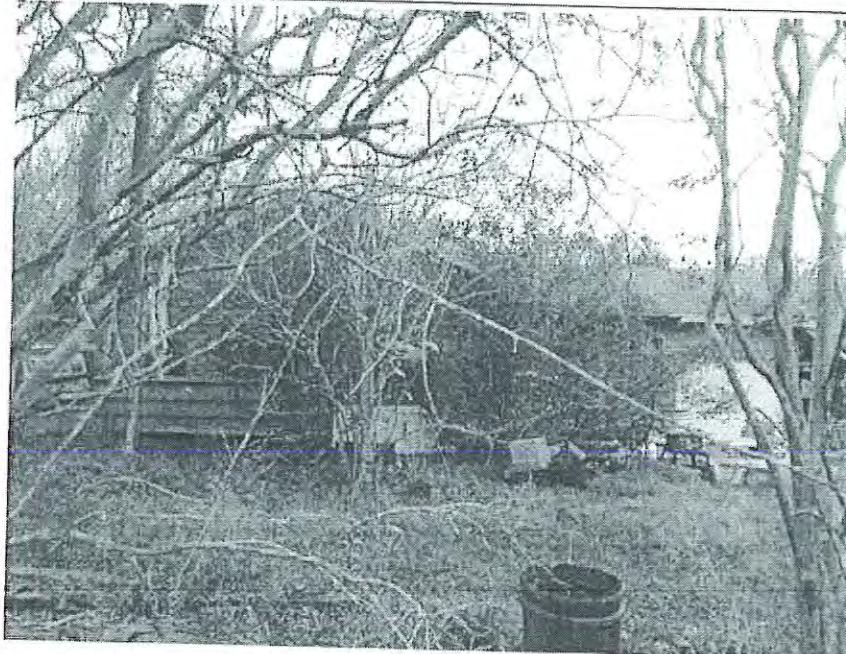


Photo One

Photo One Caption FRONT VIEW

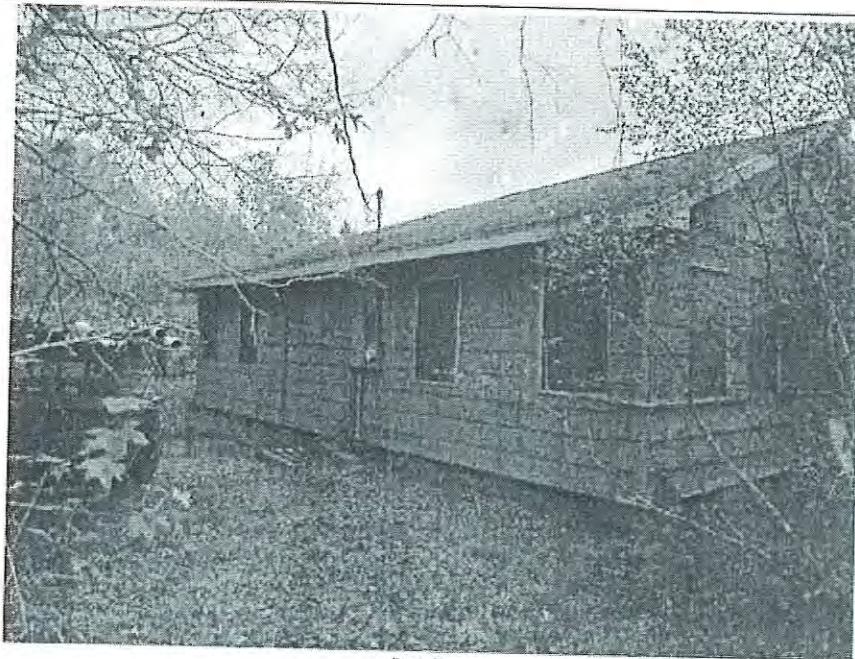
[Clear Photo One](#)

Photo Two

Photo Two Caption LEFT VIEW

[Clear Photo Two](#)

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

Continuation Page

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 524 HILLEBRANDT ACRES			Policy Number:
City BEAUMONT	State Texas	ZIP Code 77705	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.



Photo Three Caption BACK VIEW

Clear Photo Three



Photo Four Caption RIGHT VIEW

Clear Photo Four

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Job# 22003.0041 SECTION A – PROPERTY INFORMATION		FOR INSURANCE COMPANY USE			
A1. Building Owner's Name Irma LeVine		Policy Number:			
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 9618 Lawhon Road		Company NAIC Number:			
City Beaumont	State Texas	ZIP Code 77713			
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 2, Citizen (Unrecorded), JR Landrum, Abstract 570, Jefferson CAD PID: 141459					
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>Residential</u>					
A5. Latitude/Longitude: Lat. <u>30° 0'3.67"N</u> Long. <u>-94°15'30.25"W</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983					
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.					
A7. Building Diagram Number <u>5</u>					
A8. For a building with a crawlspace or enclosure(s):					
a) Square footage of crawlspace or enclosure(s) <u>N/A</u> sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>N/A</u>					
c) Total net area of flood openings in A8.b <u>N/A</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
A9. For a building with an attached garage:					
a) Square footage of attached garage <u>N/A</u> sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>N/A</u>					
c) Total net area of flood openings in A9.b <u>N/A</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number Jefferson County, Texas (Unincorporated Areas) 480385		B2. County Name Jefferson			
B3. State Texas					
B4. Map/Panel Number 480385 0120	B5. Suffix C	B6. FIRM Index Date 06/01/1983	B7. FIRM Panel Effective/Revised Date 08/06/2002	B8. Flood Zone(s) AE	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 31'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input checked="" type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date: <u>N/A</u> <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 9618 Lawhon Road			Policy Number:
City Beaumont	State Texas	ZIP Code 77713	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: RM 2 Vertical Datum: NGVD 1929

Indicate elevation datum used for the elevations in items a) through h) below.

NGVD 1929 NAVD 1988 Other/Source: _____

Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	<u>34.0</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters
b) Top of the next higher floor	<u>N/A</u>	<input type="checkbox"/> feet	<input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (V Zones only)	<u>N/A</u>	<input type="checkbox"/> feet	<input type="checkbox"/> meters
d) Attached garage (top of slab)	<u>N/A</u>	<input type="checkbox"/> feet	<input type="checkbox"/> meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	<u>N/A</u>	<input type="checkbox"/> feet	<input type="checkbox"/> meters
f) Lowest adjacent (finished) grade next to building (LAG)	<u>29.6</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters
g) Highest adjacent (finished) grade next to building (HAG)	<u>30.5</u>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	<u>N/A</u>	<input type="checkbox"/> feet	<input type="checkbox"/> meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? Yes No Check here if attachments.

Certifier's Name Mitchell Lee Brackin	License Number 5163	 <p>STATE OF TEXAS REGISTERED Land Surveyor Mitchell Lee Brackin 5163 Harris Land Surveyor</p>	
Title RPLS			
Company Name Fitz & Shipman, Inc.			
Address 1405 Cornerstone Court			
City Beaumont	State Texas		ZIP Code 77706
Signature <u>Mitchell Lee Brackin</u>	Date 03/25/2022		Telephone 409-832-7238
			Ext.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

Latitude and longitude were derived from Google Earth Pro.

At the time this elevation was performed there was no equipment servicing the home.

Benchmark Utilized was Reference Marker 2. Mark 'X' cut in headwall at Northwest corner of East bound Hwy.

90

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 9618 Lawhon Road			Policy Number:
City Beaumont	State Texas	ZIP Code 77713	Company NAIC Number

**SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED)
FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ feet meters above or below the HAG.

E3. Attached garage (top of slab) is _____ feet meters above or below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ feet meters above or below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address	City	State	ZIP Code
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Signature	Date	Telephone
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Comments

Check here if attachments.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 9618 Lawhon Road			Policy Number:
City Beaumont	State Texas	ZIP Code 77713	Company NAIC Number

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate of Compliance/Occupancy Issued
-------------------	------------------------	---

G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ feet meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ feet meters Datum _____

G10. Community's design flood elevation: _____ feet meters Datum _____

Local Official's Name	Title
-----------------------	-------

Community Name	Telephone
----------------	-----------

Signature	Date
-----------	------

Comments (including type of equipment and location, per C2(e), if applicable)

Check here if attachments.

ELEVATION CERTIFICATE**BUILDING PHOTOGRAPHS**

See Instructions for Item A6.

OMB No. 1660-0008

Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 9618 Lawhon Road			Policy Number:
City Beaumont	State Texas	ZIP Code 77713	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.



Photo One

Photo One Caption Front View

Clear Photo One



Photo Two

Photo Two Caption Rear View

Clear Photo Two

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

Continuation Page

OMB No. 1660-0008

Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.		FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 9618 Lawhon Road		Policy Number:
City Beaumont	State Texas	ZIP Code 77713
		Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.



Photo Three Caption TBM View

Clear Photo Three

Photo tips

Photo Four



Photo Four Caption

Clear Photo Four

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION				FOR INSURANCE COMPANY USE	
A1. Building Owner's Name Alejandro Perez				Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 10215 Baltimore Road				Company NAIC Number:	
City Beaumont		State Texas		ZIP Code 77705	
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot Number 3, Block number 5 of Hillebrandt Subdivision					
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>Res.</u>					
A5. Latitude/Longitude: Lat. <u>29-59-01N</u> Long. <u>-94-06-48W</u>			Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983		
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.					
A7. Building Diagram Number <u>5</u>					
A8. For a building with a crawlspace or enclosure(s):					
a) Square footage of crawlspace or enclosure(s) <u>0.00</u> sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>0</u>					
c) Total net area of flood openings in A8.b <u>0.00</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
A9. For a building with an attached garage:					
a) Square footage of attached garage <u>0.00</u> sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>0</u>					
c) Total net area of flood openings in A9.b <u>0.00</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number Jefferson County-480385			B2. County Name Jefferson		B3. State Texas
B4. Map/Panel Number 480385-0290	B5. Suffix B	B6. FIRM Index Date 06-01-1983	B7. FIRM Panel Effective/Revised Date 06-01-1983	B8. Flood Zone(s) A15	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 9.0'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input checked="" type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Designation Date _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA					

AVATION CERTIFICATE

BUILDING PHOTOGRAPHS

Continuation Page

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
10215 Baltimore Road

City
Beaumont

State

Texas

ZIP Code
77705FOR INSURANCE COMPANY USE
Policy Number:

Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.



Photo Three

Clear Photo Three

Photo Three Caption

Photo Four

Clear Photo Four

Photo Four Caption

Photo Four

Form Page 6 of

Replaces all previous editions.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P O Route and Box No 10215 Baltimore Road			Policy Number:
City Beaumont	State Texas	ZIP Code 77705	Company NAIC Number

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate of Compliance/Occupancy Issued
-------------------	------------------------	---

G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ feet meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ feet meters Datum _____

G10. Community's design flood elevation: _____ feet meters Datum _____

Local Official's Name _____ Title _____

Community Name _____ Telephone _____

Signature _____ Date _____

Comments (including type of equipment and location, per C2(e), if applicable)

Check here if attachments.

LEVATION CERTIFICATE

90/0305

2

Tuesday

CE 276

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 10215 Baltimore Road			Policy Number:
City Beaumont	State Texas	ZIP Code 77705	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: NETWORK LEICA Vertical Datum: NGVD29

Indicate elevation datum used for the elevations in items a) through h) below.

 NGVD 1929 NAVD 1988 Other/Source: _____

Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	10.3	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
b) Top of the next higher floor	N/A	<input type="checkbox"/> feet <input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (V Zones only)	N/A	<input type="checkbox"/> feet <input type="checkbox"/> meters
d) Attached garage (top of slab)	N/A	<input type="checkbox"/> feet <input type="checkbox"/> meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	8.3	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
f) Lowest adjacent (finished) grade next to building (LAG)	5.6	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
g) Highest adjacent (finished) grade next to building (HAG)	5.8	<input checked="" type="checkbox"/> feet <input type="checkbox"/> meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	N/A	<input type="checkbox"/> feet <input type="checkbox"/> meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? Yes No Check here if attachments.

Certifier's Name Wesley C. Dishon	License Number 5756			
Title President				
Company Name Dishon Surveying & Drafting, Inc.				
Address 355 N. John Street	State Texas	ZIP Code 77611		
City Bridge City				
Signature <i>Wesley C. Dishon</i>	Date 03-14-2022	Telephone (409) 735-2213	Ext.	
Comments (including type of equipment and location, per C2(e), if applicable)				
C2(e)=A/C				

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
10215 Baltimore Road

FOR INSURANCE COMPANY USE
Policy Number:

City Beaumont	State Texas	ZIP Code 77705	Company NAIC Number
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If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View", and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

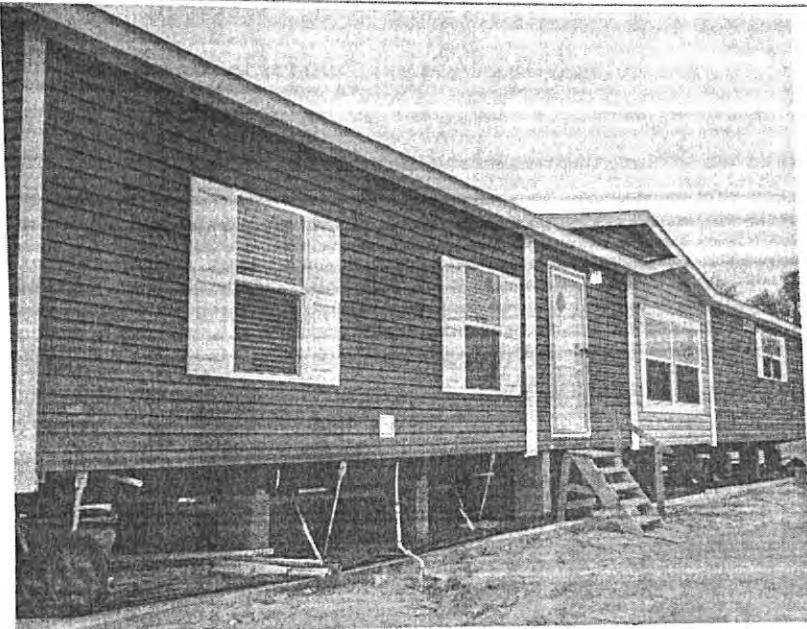


Photo One

Clear Photo One

Photo One Caption

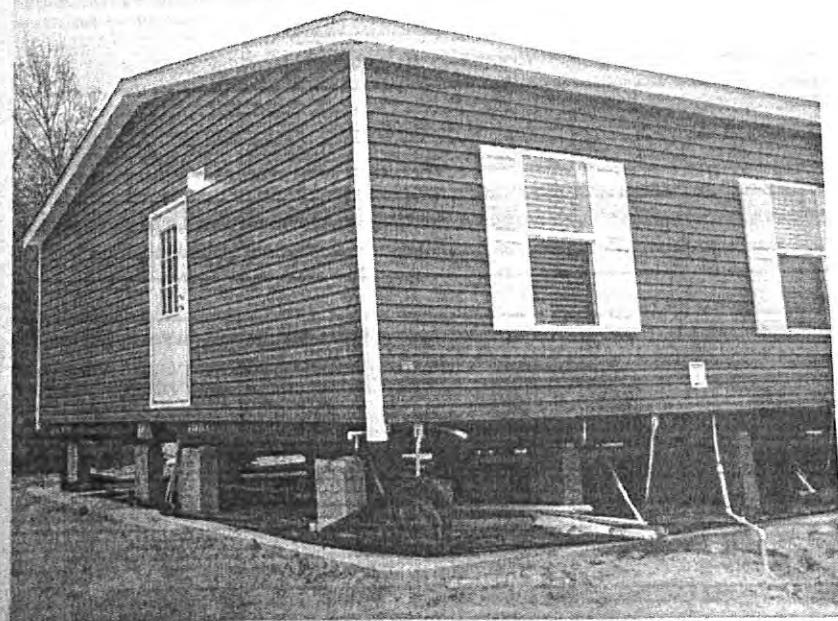


Photo Two

Clear Photo Tw

Photo Two Caption

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 10215 Baltimore Road			Policy Number:
City Beaumont	State Texas	ZIP Code 77705	Company NAIC Number

**SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED)
FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the HAG.
 b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ feet meters above or below the HAG

E3. Attached garage (top of slab) is _____ feet meters above or below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ feet meters above or below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

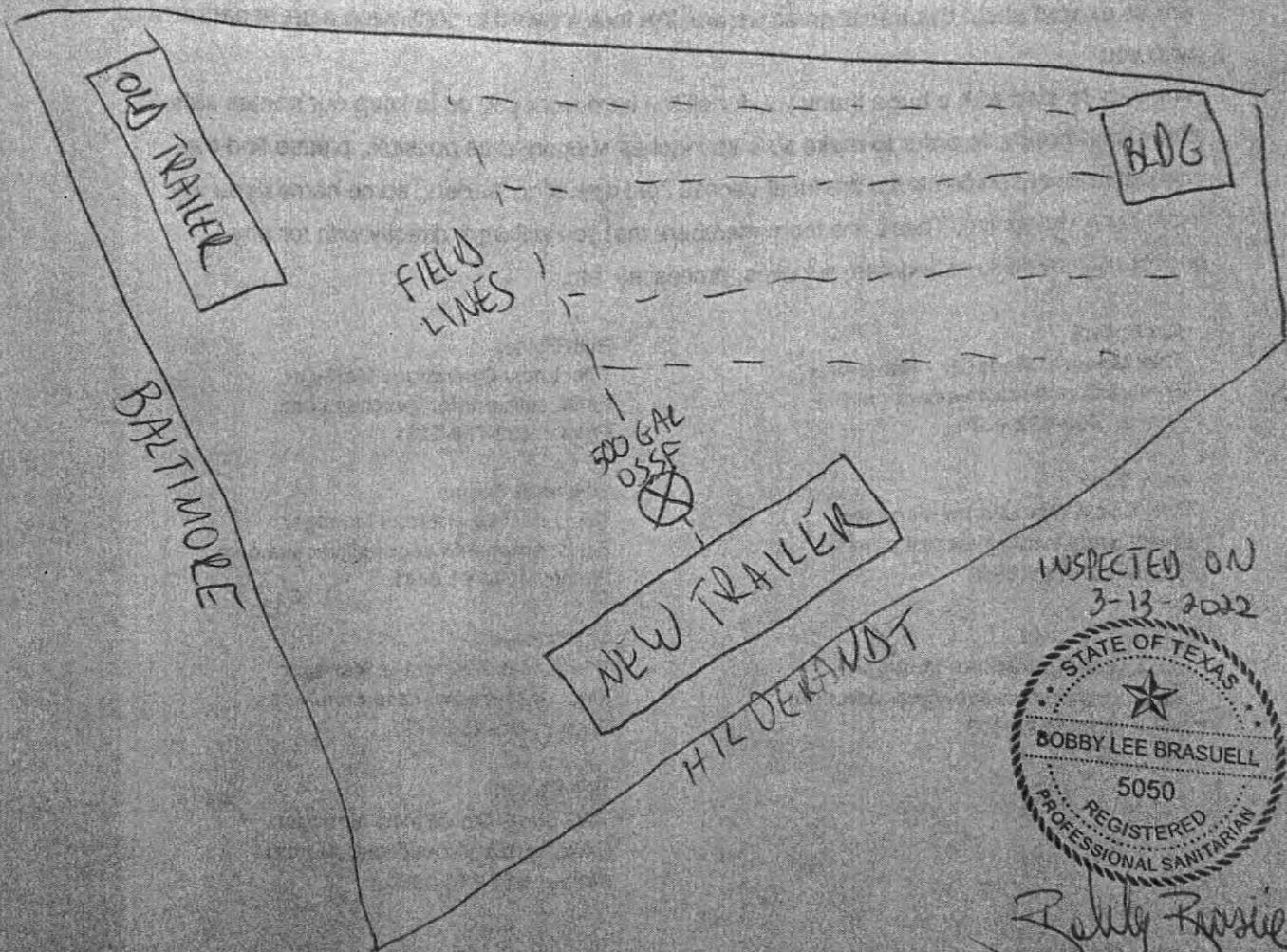
Address	City	State	ZIP Code
---------	------	-------	----------

Signature	Date	Telephone
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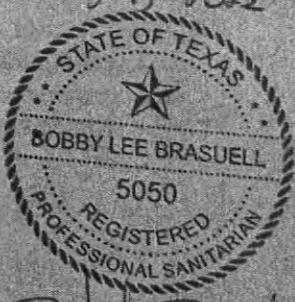
Comments

 Check here if attachments.

10215 BALTIMORE RD. - 77705



INSPECTED ON
3-13-2022



BOBBY LEE BRASUELL
5050
REGISTERED
PROFESSIONAL SANITARIAN

Bobby Brasuell

- EXISTING 500 GAL CONVENTIONAL OSFF IN GOOD SHAPE
- LIDS + PORTS SEALED
- 3" SCH 40 PVC FROM TRAILER TO TANK

Jefferson County Environmental Control

HB 2833 passed by the 81st Texas Legislature allows counties to require building code standard, inspections and notices for certain residential construction begun after September 1, 2009 in unincorporated portions of the county by enacting Subchapter F, Chapter 233, Texas Local Government Code.

A county may adopt a resolution or order requiring all new residential construction and certain home additions begun after September 1, 2009 to be built either:

- The version of the International Residential Code (IRC) published as of May 1, 2008 or
- The version of the IRC that is applicable in the county seat of the county.

Upon adoption of this requirement, a minimum of three inspections must be performed, as applicable, to ensure building code compliance for:

- Single-family house or duplex construction on a vacant lot, and
- Construction of an addition to an existing single-family house or duplex if the addition will increase the square footage or value of the existing residential building by more than 50 percent.

The three required inspections during the construction project, as applicable, must be performed at the following stages:

- The foundation stage, before the placement of concrete;
- The framing and mechanical systems stage, before covering with drywall or other interior wall covering; and
- Completion of construction of the residence.

For remodeling construction to an existing residence in which the structure's square footage or value will increase by more than fifty percent, the inspection requirements apply and must be performed as necessary based on the scope of the work of the construction project.

The builder is responsible for contracting to perform the required inspections with:

- A licensed engineer;
- A registered architect;
- A professional inspector employed by a municipality and licensed by the Texas State Board of Plumbing Examiners;
- A building inspector employed by a political subdivision; or
- An individual certified as a residential combination inspector by the International Code Council.

A builder may use the same inspector for all the required inspections or a different inspector for each required inspection.

Upon the adoption of a resolution or order by the county to have Subchapter F, chapter 233, Texas Local Government Code apply in the county, that county may require a builder to provide notice of construction project prior to beginning the project on a form prescribed by the county. The notice must include:

- The location of the new residential construction;
- The approximate date by which the new residential construction will be commenced; and
- The version of the IRC that will be used by the builder to construct the new residential construction.

Upon the adoption of a resolution or order by the county to have Subchapter F, Chapter 233, Texas Local Government Code apply in the county, that county may require a builder to provide notice of building inspections. The builder shall submit the required notice on a form required by the county not later than the 10th day after the date of the final inspection, stating whether or not the project is in compliance with the building code. The form must be submitted to:

- The county employee, department, or agency designated by the commissioners court of the county to receive the information; and
- The person for whom the new residential construction is being built, if different from the builder.

If a builder is in violation of the notice provisions, the county may take any or all of the following actions:

- Refer the inspector to the appropriate regulatory authority for discipline;
- In a suit brought by the appropriate attorney representing the county in the district court, obtain appropriate injunctive relief to prevent a violation or threatened violation of a standard or notice required under this subchapter from continuing or occurring; or
- Refer the builder for prosecution under a Class C misdemeanor.

Implementing the provisions of Subchapter F, Chapter 233, Texas Local Government Code to the county, with permissible notice requirements, will allow a county to more easily track increases in property tax base.

An individual is exempted from the Class C misdemeanor referral for failure to provide notice if:

- The new residential construction is built by the individual or the individual acts as the individual's own contractor; and
- The individual intends to use the residence as the individual's primary residence.

HB 2833 specifically states that Subchapter F, Chapter 233, Texas Local Government Code cannot be construed to:

- Require prior approval by the county before the beginning of the new residential construction;
- Authorize the commissioners court of a county to adopt or enforce zoning regulations; or
- Affect the application of the provisions of Subchapter B, Chapter 232, Texas Local Government Code to land development.

HB 2833 further prohibits a county from charging a fee to a person to defray costs of enforcing these standards.

I understand that all three inspections must be completed and submitted to Environmental Control as part of the permitting process. Permanent electricity will not be released from Entergy until the permitting process is complete.
Submit to:

Willie Liles
Property Owner

245-2022
Date

Contractor/Builder

Date

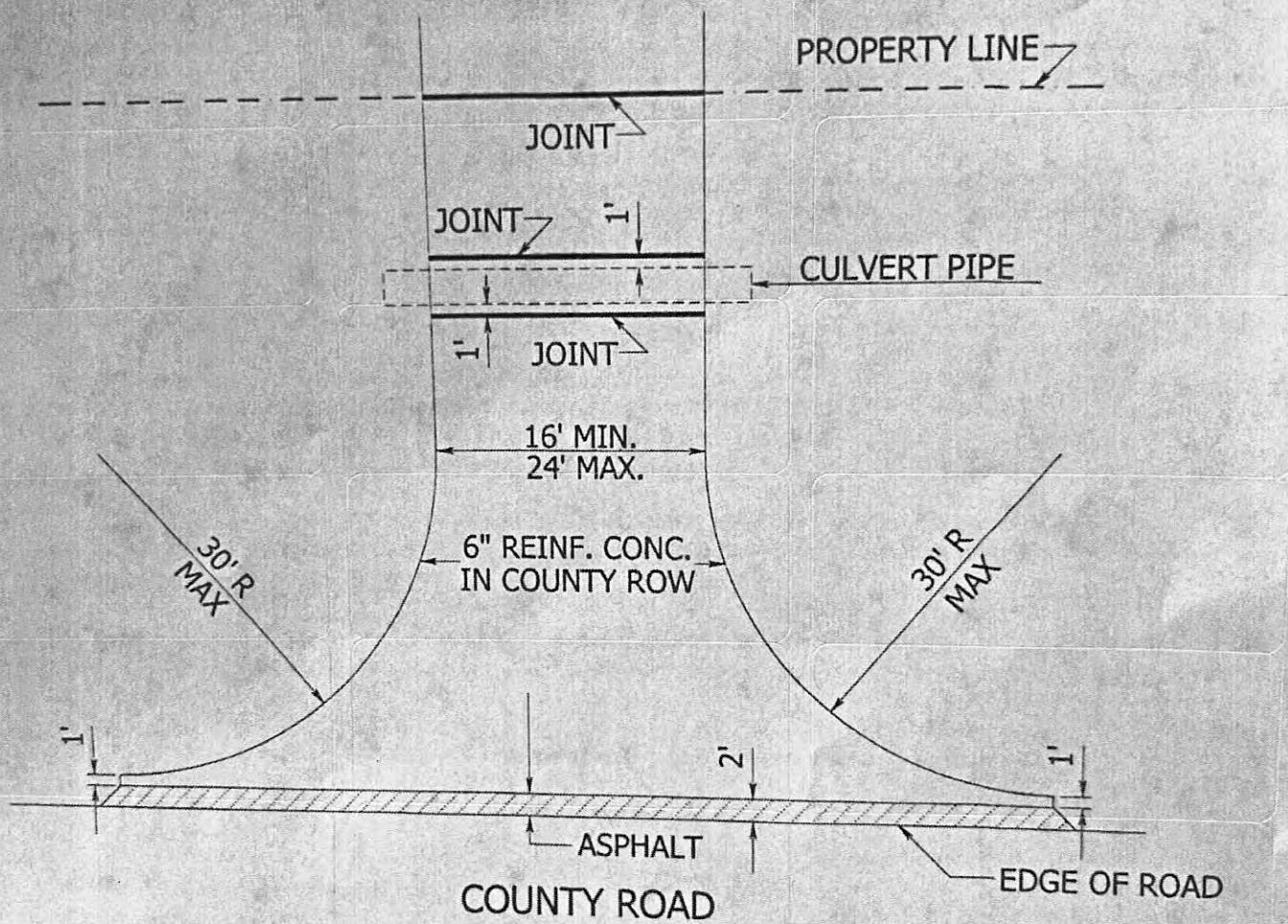
STANDARD NON-COMMERCIAL DRIVEWAY DETAIL

Jefferson County recommends all driveway entrances be constructed of asphalt type pavement. Concrete driveways may be constructed by the owner in accordance with the requirements as shown on this drawing.

Cost of all material and installation of all private access driveways shall be the responsibility of the property owner.

Maintenance of all private access driveways shall be the responsibility of the property owner.

Notify your County Commissioner 24 hours in advance of beginning construction of driveway.



Precinct Representative

Date

William deBlanc 2/15/22
Property Owner

Date

Contractor

Date

ATTACHMENT D

Flood related brochures/flyers/Information

D1 - Vent Requirements

Information provided to contractors and/or homeowners when obtaining a permit for elevation.

D2 – Elevation Grant Application Information

Information posted on the Jefferson County Web site from March 1 to March 31 2022 notifying citizens of Grant opportunities. The County received over 400 inquiries of interest and the County has recently submitted a grant application to elevate 100 homes.

D3 – Buyout Grant Application Information

Currently posted on the Jefferson County Website. Information includes the grant application document, the guideline cover page and the DRRA Key map. Complete information can be found on the website.

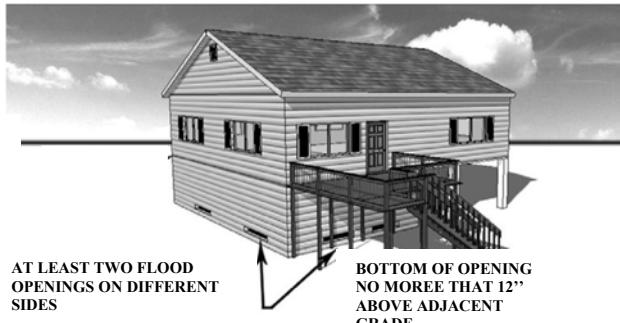
JEFFERSON COUNTY



Vent Requirements For

Fully Enclosed Areas

Under Elevated Structures



Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:

- A minimum of two openings having a **total net area of not less than one square inch for every square foot of enclosed area** subject to flooding shall be provided.
 - ❖ **Total net area of vents in square inches >or = total area of enclosed crawl space in square feet.**
- The bottom of all openings shall be no higher than one foot above grade.
- Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- Below grade, crawlspaces are prohibited at sites where the velocity of floodwaters exceeds five (5) feet per second.
- All building utility systems within the crawlspace shall be elevated above base flood elevation or be designed so that floodwaters cannot enter or accumulate within the system component during flood conditions.
- The interior of a crawlspace below the base flood elevation must not be more than 2 feet below the lowest adjacent exterior grade (LAG). The height of the below grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation, must not exceed 4 feet at any point.
- Below grade crawlspaces constructed in accordance with the requirements listed in this Sub-Section, shall not be considered basements. However, applicants who construct buildings that have below grade crawlspaces are hereby advised that such buildings will have higher flood insurance premiums than buildings that have crawlspaces with interior elevations at or above the lowest adjacent grade.

Note: Crawl space and vent information shall be provided on the elevation certificate for the structure to demonstrate compliance.



NOTICE: Jefferson County

Home Elevation Grant Opportunity

(Additional info - Revision 3-17-2022)

Jefferson County is making application for a Hazard Mitigation Assistance Grant to help residents with the costs of elevating homes and is available to residents that have experienced past flooding. The Grant is being offered through FEMA and managed by TDEM.

General Eligibility and Cost Information

Any resident that has experienced flooding is eligible to apply.

The grant will pay for 75% of costs associated with elevating a residential structure. **Homeowners will be responsible for 25% of the cost to elevate.**

An example calculation and estimated costs to elevate an 1,800 square foot house would be as follows:

Type of Foundation	Average Cost to Elevate (cost per square foot of house)	Example Size of House (square foot)	Estimated Total Cost	Estimated amount paid by Homeowner (25% of the total)
Pier and Beam	\$ 83.00	1800 sf	\$ 149,400	\$ 37,350
Concrete Slab on the ground	\$ 90.00	1800 sf	\$ 162,000	\$ 40,500

These are example calculations to be used to determine the approximate out of pocket/homeowners costs. Use the square footage of your house and the type of foundation you have to calculate your approximate out of pocket costs

Note that ICC coverage, for residents with flood insurance, may pay up to \$30,000 of the out of pocket cost, but must be verified by you with the insurance company.

Why Should I Apply and Elevate my Home?

Did you know just a few inches of floodwater can cost thousands of dollars in damage? Additionally, elevating your home:

- Keeps your insurance rates affordable to maintain coverage
- Elevates your home to meet code compliance per FEMA requirements
- Allows flood waters to pass under your home
- Protects your home and contents
- Keeps your family safe

If you understand the possible out of pocket/homeowners costs associated with this grant and are interested in this grant, click below to begin the process of determining eligibility and to find out more information about the home elevation grant. Deadline for making your application for this grant is March 31, 2022.

<https://forms.gle/yikbxmqkb2oHZTmt7>

Was Your Home Flooded Due to Hurricane Harvey?

Want to Know More About the Jefferson County Buyout Program?

Who: Jefferson County Buyout Program (JCBP)

What: Jefferson County will offer to each resident, the opportunity to participate in a voluntary Buyout Program of their home. It is important to note that you must live in Jefferson County to be eligible for the program. The program is designed to assist homeowners who want to relocate out of their floodplain to start over and minimize the possibility of future flooding.

Eligibility: To become eligible, one must complete the JCBP application.

- It will be determined that your structure is located inside a floodplain or floodway.
- Must provide documented proof of impact from Hurricane Harvey.
- Homeowner must agree to voluntarily participate in the program.
- Structure must be a single-family owner occupied or adjacent lot.
- Taxes and child support payments must be current.

Where: You can go to Jefferson County website www.co.jefferson.tx.us to review and print the application.

Assistance Available:

- Buyout at pre-storm fair market value
- Up to \$7,000 in moving expenses
- Up to \$35,000 incentive to purchase another home in Jefferson County

Contact: GMJ & Associates at 409.719.7657 for further questions and information regarding the program.



G|M|J
GRIFFITH MOSELEY JOHNSON



Texas General Land Office
Community Development and Revitalization
Buyout or Acquisition Program
Intake Beneficiary Application

Event:
Date Received:
Subrecipient:
Contract #:

287

All Blanks Must be Completed or Indicated with "N/A"

1. APPLICANT INFORMATION:

Applicant Name (must be property owner):

Street Address:

City/State/Zip:

Email Address:

County:

Home Phone:

Cell Phone:

Name and Contact Information, including phone number, of the relative who lives in closest proximity:

2. CO-APPLICANT INFORMATION: (If applicable)

Applicant Name: Click or tap here to enter text.

Street Address: Click or tap here to enter text.

City/State/Zip: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

County: Click or tap here to enter text.

Home Phone: Click or tap here to enter text.

Cell Phone: Click or tap here to enter text.

Name and contact information including, including phone number, of relative who lives in closest proximity:

Name and contact information for individual completing this application, if this is different from applicant information (e.g. attorney or other designated party)

Name: Click or tap here to enter text.

Street Address: Click or tap here to enter text.

City/State/Zip: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

County: Click or tap here to enter text.

Home Phone: Click or tap here to enter text.

Cell Phone:

3. ELIGIBILITY INFORMATION: Please answer the following questions:

Which disaster event(s) affected you and/or your residence?

Were you the owner of the residence on the date of the disaster event?

If applicable, is your property currently owned by a(n): Estate Partnership Corporation

Was the damaged property the homeowner's primary residence on the date of the disaster event?

Was the damaged property covered under homeowners' insurance at the time of the disaster event?

Did you register with FEMA for repair assistance for structural damage to your home?

Have you ever received any other assistance for the repair or rehabilitation of your home?

If yes, please explain.

Please answer Yes, No or N/A to the following questions:			
Is anyone living at the damaged residence?			
Is the property in the floodplain or floodway?			
If you are seeking assistance for a manufactured housing unit, do you own the land?			
Does the manufactured housing unit have a valid Statement of Ownership and Location (SOL) filed with the Texas Department of Housing and Community Affairs?			
Are there any other names on the deed for the damaged property?			
Have you had property foreclosed upon or are you in the process of foreclosure?			
Does the damaged property have a mortgage or any liens?			
Are there any leases, rental agreements, easements or deed restrictions affecting the property? If yes, explain.			
Have any commercial activities ever taken place on this property? If yes, explain.			
Is the property currently listed for sale? If yes, what is the current asking price. <i>Note: While the asking price is a key element in the evaluation of this property, it is non-binding, and is not a commitment of the part of the Subrecipient to pay this amount should this property be selected for the Buyout or Acquisition program.</i>			
Please tell us about your property, including any unique or special environmental features, known historical associations, and any bodies of water on the property or bordering the property.			
Are you current or in good standing with a payment plan on your property taxes?			
If you are required to pay child support, are you current on your payments or in good standing with a payment plan?			
8. HOUSING ASSISTANCE RECEIVED PREVIOUSLY:			
Have you applied for any storm-related assistance for damage to your home from any source (local, state, federal, private)? If yes, proceed with this section. If you have not applied for other storm-related assistance, include "N/A" in the "Source" column.			
Source	Amount	Date Received	Account Number
1. FEMA: Federal Emergency Management Agency			
2. SBA: Small Business Administration			

Insurance Claims: Please provide information on insurance coverage carried and payments received.				
Insurance company's name	N/A	Amount	Date Received	Policy Number
National Flood Insurance Program (Flood insurance carrier)	N/A	Amount	Date Received	Policy Number
4. Other Funds (Include Funding Source):				
Have you received assistance from any federal program to repair your home PRIOR to this event? (Yes or NO)				
List the names of the programs and type of assistance received for the damaged home (e.g., HOME, CDBG, GLO/FEMA etc.):				

9. APPLICANT CERTIFICATION:

I/We understand the information provided above is collected to determine if I/we are eligible to receive assistance under the Community Development Block Grant Disaster Recovery (CDBG-DR) Program.

I/We hereby certify that all the information provided herein is true and correct.

I/We understand that providing false statements or information is grounds for termination of housing assistance and is punishable under federal law.

Applicant's Authorization:

I authorize the entity to which I am applying for assistance to obtain information about me and my household that is pertinent to determining my eligibility for participation in the CDBG-DR Program. I acknowledge that:

- (1) A photocopy of this form is as valid as the original; AND
- (2) I have the right to review information received using this form; AND
- (3) I have the right to a copy of information provided to the entity and to request correction of any information I believe to be inaccurate; AND
- (4) All adult household members will sign this form and cooperate with the eligibility verification process.
- (5) I understand that my documents may become electronically permanent.

By signing this application, the applicant(s) authorizes the state or any of its duly authorized representatives to verify the information contained herein, including this section. Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

Signature of Applicant:	Date:
Signature of Co-Applicant:	Date:

10. ELIGIBILITY RELEASE:

Subrecipient:	Contract Number:
Name:	
Address:	

Instructions to Applicant: Your signature on this *Eligibility Release*, and the signatures of each member of your household who is 18 years of age or older authorizes the above-named Subrecipient to obtain information from a third -party regarding your eligibility and continued participation in the:

Community Development Block Grant Disaster Recovery (CDBG-DR) Program

Privacy Act Notice Statement: The Texas General Land Office (GLO) or Subrecipient named above require the collection of the information listed in this form to determine an applicant's eligibility for the CDBG-DR Program. This information will be used to establish the level of benefits for which the applicant is eligible to receive and to verify the accuracy of the information furnished. Information received from an applicant as a result of verifying an applicant's eligibility may be released to the appropriate federal, state, and local agencies or, when relevant, to civil, criminal, or regulatory investigators, and to prosecutors. Failure to provide any information may result in delay or rejection of your eligibility approval.

Each adult member of the household must sign this Eligibility Release prior to the receipt of benefits to establish continued eligibility.

Note: THIS GENERAL CONSENT MAY NOT BE USED TO REQUEST A COPY OF A TAX RETURN. If a copy of a tax return is needed, IRS Form 4506, "Request for a Copy of Tax Form" must be prepared and signed separately.

Information Covered: Inquiries may be made to third parties regarding the items initialed below by the applicant.

Description	Verification Required	Initials of Applicants
Disaster Assistance (FEMA, SBA, Insurance, etc.)	X	
Income (all sources)	X	
Occupancy Preference (Special Needs)(if applicable)	X	
Child Support Verification	X	
Other (list): Dependent Information:	X	
Full-time Student		
Disabled Household Member		
Minor Children	X	

By signing this application, the applicant(s) authorizes the state or any of its duly authorized representatives to verify the information contained herein, including this section. Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

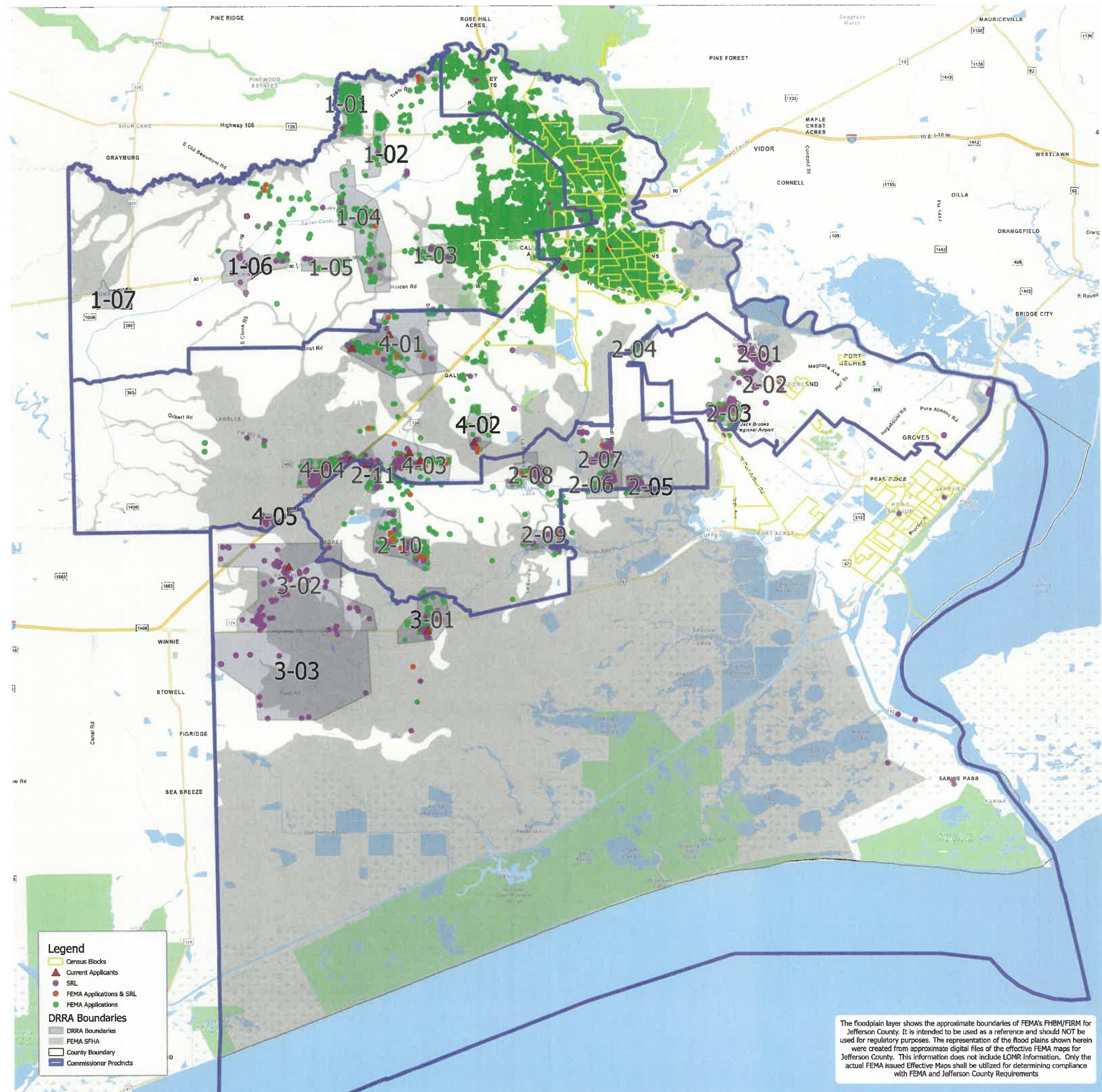
Signature of Applicant:	DATE:
Signature of Co-Applicant:	DATE:

PLEASE PROVIDE ALL APPLICABLE DOCUMENTS LISTED BELOW TO ENSURE THAT YOUR APPLICATION WILL BE PROCESSED IN AN EXPEDITED MANNER.

- Completed Buyout and Acquisition Intake Application.
- Properly executed Eligibility Release Form.
- FEMA Award/Denial Letter.
- Small Business Administration (SBA) Award/Denial Letter.
- Private insurance letter (If you did not have private insurance, an Affidavit of no Insurance will be required).
- Letter or announcement from an “Other” award received for the repair or replacement of your damaged home, e.g., non-profit, donation grant, etc.
- Copy of the applicant’s driver’s license (or a state-issued photo ID).
- Warranty Deed for the damaged home or a Statement of Ownership and Location (SOL) for MHU in applicant’s name.
- Latest Financial Institution Bank statement or lien information.
- IRS Income Tax Documents for all individuals that live at the property and that are 18 years and over
- Property tax records including latest payment of property taxes or payment plan documentation from the applicable county appraisal office.
- Child support documentation (If applicable).
- Copy of the applicant’s Lender or Mortgage statement and contact information.
- Photos of the property including structures or items such as barns, fence, etc., if available.
- Property Survey, if available.



CDBG-DR Hurricane Harvey Voluntary Buyout Guidelines



ATTACHMENT E

State Law Requirements
S.B NO. 339
Disclosure of flooded properties

86R3070 NC-D

By: Huffman

S.B. No. 339

A BILL TO BE ENTITLED
AN ACT

relating to a seller's disclosure notice for residential property regarding floodplains, flood pools, or reservoirs.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 5.008(b), Property Code, is amended to read as follows:

(b) The notice must be executed and must, at a minimum, read substantially similar to the following:

SELLER'S DISCLOSURE NOTICE

CONCERNING THE PROPERTY AT _____

(Street Address and City)

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PURCHASER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR SELLER'S AGENTS.

Seller is is not occupying the Property.

If unoccupied, how long since Seller has occupied the Property?

1. The Property has the items checked below:

Write Yes (Y), No (N), or Unknown (U).

<input type="checkbox"/> Range	<input type="checkbox"/> Oven	<input type="checkbox"/> Microwave
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Trash	<input type="checkbox"/> Disposal
<input type="checkbox"/> Washer/Dryer	<input type="checkbox"/> Compactor	<input type="checkbox"/> Rain Gutters
Hookups	<input type="checkbox"/> Window	
	<input type="checkbox"/> Screens	
<input type="checkbox"/> Security	<input type="checkbox"/> Fire	
System	<input type="checkbox"/> Detection	<input type="checkbox"/> Intercom
	<input type="checkbox"/> Equipment	
	<input type="checkbox"/> Smoke	<input type="checkbox"/> System
	<input type="checkbox"/> Detector	
	<input type="checkbox"/> Smoke	
	<input type="checkbox"/> Detector -	
	<input type="checkbox"/> Hearing	
	<input type="checkbox"/> Impaired	
<input type="checkbox"/> TV Antenna	<input type="checkbox"/> Carbon	
	<input type="checkbox"/> Monoxide	
	<input type="checkbox"/> Alarm	
	<input type="checkbox"/> Emergency	
	<input type="checkbox"/> Escape	
	<input type="checkbox"/> Ladder(s)	
	<input type="checkbox"/> Cable TV	<input type="checkbox"/> Satellite
	<input type="checkbox"/> Wiring	<input type="checkbox"/> Dish
<input type="checkbox"/> Ceiling	<input type="checkbox"/> Attic Fan(s)	<input type="checkbox"/> Exhaust
Fan(s)		<input type="checkbox"/> Fan(s)
<input type="checkbox"/> Central A/C	<input type="checkbox"/> Central	<input type="checkbox"/> Wall/Window
	<input type="checkbox"/> Heating	<input type="checkbox"/> Air
		<input type="checkbox"/> Conditioning
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Septic	<input type="checkbox"/> Public Sewer
System	<input type="checkbox"/> System	<input type="checkbox"/> System
		<input type="checkbox"/> Fences
<input type="checkbox"/> Patio/Decking	<input type="checkbox"/> Outdoor	<input type="checkbox"/> Spa
<input type="checkbox"/> Pool	<input type="checkbox"/> Grill	<input type="checkbox"/> Hot Tub
	<input type="checkbox"/> Sauna	<input type="checkbox"/> Automatic
<input type="checkbox"/> Pool	<input type="checkbox"/> Pool Heater	<input type="checkbox"/> Lawn
Equipment		<input type="checkbox"/> Sprinkler
		<input type="checkbox"/> System
<input type="checkbox"/> Fireplace(s)		<input type="checkbox"/> Fireplace(s)
&		<input type="checkbox"/> &
Chimney		<input type="checkbox"/> Chimney
(Woodburning)		<input type="checkbox"/> (Mock)
<input type="checkbox"/> Natural Gas		
Lines		
<input type="checkbox"/> Liquid		<input type="checkbox"/> Gas Fixtures
Propane Gas:		<input type="checkbox"/> LP on
		<input type="checkbox"/> Property
Garage: <u> </u>		

<input type="checkbox"/> Attached	<input type="checkbox"/> Not Attached	<input type="checkbox"/> Carport
<input type="checkbox"/> Garage Door	<input type="checkbox"/> Electronic	<input type="checkbox"/> Control(s)
<input type="checkbox"/> Opener(s):	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric
<input type="checkbox"/> Water Heater:	<input type="checkbox"/> Well <input type="checkbox"/> MUD	<input type="checkbox"/> Co-op
<input type="checkbox"/> Water Supply:		
<input type="checkbox"/> City		

Roof Type: _____ Age: _____ (approx)
 Are you (Seller) aware of any of the above items that are not in
 working condition, that have known defects, or that are in need of
 repair? Yes No Unknown.
 If yes, then describe. (Attach additional sheets if necessary):

2. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766, Health and Safety Code?* Yes No Unknown.
 If the answer to the question above is no or unknown, explain. (Attach additional sheets if necessary):

*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information. A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

3. Are you (Seller) aware of any known defects/malfunctions in any of the following?

Write Yes (Y) if you are aware, write No (N) if you are not aware.

<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Ceilings	<input type="checkbox"/> Floors
<input type="checkbox"/> Exterior Walls	<input type="checkbox"/> Doors	<input type="checkbox"/> Windows
<input type="checkbox"/> Roof	<input type="checkbox"/> Foundation/ Slab(s)	<input type="checkbox"/> Basement
<input type="checkbox"/> Walls/Fences	<input type="checkbox"/> Driveways	<input type="checkbox"/> Sidewalks
<input type="checkbox"/> Plumbing/Sewers/ Septics	<input type="checkbox"/> Electrical Systems	<input type="checkbox"/> Lighting Fixtures
<input type="checkbox"/> Other Structural Components (Describe): _____		

If the answer to any of the above is yes, explain. (Attach additional sheets if necessary): _____

4. Are you (Seller) aware of any of the following conditions?
 Write Yes (Y) if you are aware, write No (N) if you are not aware.

<input type="checkbox"/> Active Termites (includes wood-destroying insects)	<input type="checkbox"/> Previous Structural or Roof Repair
<input type="checkbox"/> Termite or Wood Rot Damage Needing Repair	<input type="checkbox"/> Hazardous or Toxic Waste
<input type="checkbox"/> Previous Termite Damage Previous Termite Treatment	<input type="checkbox"/> Asbestos Components
<input type="checkbox"/> Previous Flooding	<input type="checkbox"/> Urea formaldehyde
<input type="checkbox"/> Improper Drainage	<input type="checkbox"/> Insulation
<input type="checkbox"/> Water Penetration	<input type="checkbox"/> Radon Gas
<input type="checkbox"/> Located in 100-Year Floodplain]	<input type="checkbox"/> Lead Based Paint
<input type="checkbox"/> Present Flood	<input type="checkbox"/> Aluminum Wiring
	<input type="checkbox"/> Previous Fires
	<input type="checkbox"/> Unplatted Easements

Insurance
 Coverage
 — Landfill, Settling,
 Soil
 Movement, Fault Lines
 — Single Blockable Main
 Drain in Pool/Hot
 Tub/Spa*

— Subsurface
 Structure or Pits
 — Previous Use of
 Premises
 for Manufacture of
 Methamphetamine

If the answer to any of the above is yes, explain. (Attach
 additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

5. Are you (Seller) aware of any item, equipment, or system in or on the property that is in need of repair? Yes (if you are aware) No (if you are not aware). If yes, explain (attach additional sheets as necessary).

6. Are you (Seller) aware of any of the following?

Write Yes (Y) if you are aware, write No (N) if you are not aware.

- Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at that time.
- Homeowners' Association or maintenance fees or assessments.
- Any "common area" (facilities such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others.
- Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- Any lawsuits directly or indirectly affecting the Property.
- Any condition on the Property which materially affects the physical health or safety of an individual.
- Any rainwater harvesting system located on the property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- Any portion of the property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the above is yes, explain. (Attach
 additional sheets if necessary): _____

7. If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.

8. This property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.

Date _____ Signature of Seller
 The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Date _____ Signature of Purchaser
 SECTION 2. Subchapter A, Chapter 5, Property Code, is amended by adding Section 5.020 to read as follows:
Sec. 5.020. SELLER'S DISCLOSURE NOTICE OF FLOODPLAIN, FLOOD

POOL, OR RESERVOIR. (a) In this section:

(1) "100-year floodplain" means any area of land that is identified on a flood insurance rate map as an area that has a one percent chance of being inundated by a flood event each year.

(2) "500-year floodplain" means any area of land that is identified on a flood insurance rate map as an area that has a two-tenths of one percent chance of being inundated by a flood event each year.

(3) "Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

(4) "Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

(5) "Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

(b) This section applies only to the sale of residential real property.

(c) On or before the date a seller of residential real property and a purchaser enter into a contract binding the purchaser to purchase the property, the seller shall give to the purchaser a signed, written notice in substantially the following form:

SELLER'S DISCLOSURE NOTICE OF
FLOODPLAIN, FLOOD POOL, OR RESERVOIR

Concerning the property at _____ (street address and city) or described as _____ (legal description):

Are you (Seller) aware of any of the following conditions? Write Yes (Y), No (N), or Unknown (U). The property is located (check wholly or partly as applicable):

_____ wholly _____ partly in a 100-year floodplain

_____ wholly _____ partly in a 500-year floodplain

_____ wholly _____ partly in a flood pool

_____ wholly _____ partly in a reservoir

within five miles downstream of a reservoir and the property:

_____ may flood under catastrophic circumstances
_____ has flooded in a flood event.

For purposes of this notice:

1. "100-year floodplain" means any area of land that is identified on a flood insurance rate map as an area that has a one percent chance of being inundated by a flood event each year.

2. "500-year floodplain" means any area of land that is identified on a flood insurance rate map as an area that has a two-tenths of one percent chance of being inundated by a flood event each year.

3. "Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

4. "Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

5. "Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

(Purchaser's signature)

(Date)

(Seller's signature)

(Date)

(d) If a contract is entered into without the seller providing the notice required by this section, the purchaser may terminate the contract for any reason within seven days after the date the purchaser receives:

(1) the notice from the seller; or

(2) information described by the notice under

Subsection (c) from any other person.

(e) After the date of the conveyance, the purchaser may bring an action for misrepresentation against the seller if the seller:

(1) failed to provide the notice before the date of the

conveyance; and

(2) had actual knowledge that the property was located:

(A) in a 100-year floodplain, 500-year floodplain, flood pool, or reservoir; or

(B) within five miles downstream of a reservoir and the property has flooded in a flood event.

SECTION 3. The changes in law made by this Act in amending Section 5.008, Property Code, and adding Section 5.020, Property Code, apply only to a contract for the sale of real property entered into on or after the effective date of this Act. A contract entered into before the effective date of this Act is governed by the law in effect on the date the contract was entered into, and that law is continued in effect for that purpose.

SECTION 4. This Act takes effect September 1, 2019.

Attachment F

Online Brochures provided by Real Estate Agents

- County Engineer attended a local realtor meeting May 26, 2022 and spoke with representative that verified that realtors' direct clients to Realtor.com or the FEMA website where they can obtain information about property and potential floodplains.
- Attached is the information from Realtor.com which has information regarding finding the floodplain information and information regarding Risk 2.0 insurance information.



Two flood risk ratings

Why two? We want you to have all the information you need to help you prepare and protect your property and assets. Providing multiple ratings on the listing details page paints a clearer picture of potential risks.



FEMA

The Federal Emergency Management Agency (FEMA) uses the latest science and technology to identify flood risk by mapping hazard zones across the U.S. These maps are defined by law to represent an area's flood risk at the time that it is documented and are used to determine flood insurance rates and help communities make decisions on how to manage land within these zones.

Find your home's Flood Zone

- Single level of risk for each zone, not specific to individual properties
- Flood risk shown at time of map creation, does not reflect future conditions
- Historic flood patterns assessed
- Legal standard used by banks, lenders and insurance companies

The First Street Foundation is a nonprofit organization that created Flood Factor™ in an effort to provide accurate, publicly available flood risk assessments for individual properties. Because Flood Factor™ shows the risk of flooding from rain, rivers, tides, and storm surge, and forecasts how these risks will change over time because of the environment, a home's Flood Factor™ often differs from its FEMA flood zone designations.

Find your home's Flood Factor™

- Accurate, property-level flood risk information
- Current and future environmental changes factored in
- Considers precipitation as an additional risk
- Historic flood patterns assessed

These two independent ratings are diagnostic tools. To learn more about a property's flood history and potential flood risks, contact your real estate agent or local floodplain official for guidance.

How to read the flood data

If you find that your home has a low to moderate risk of flooding, don't panic. Knowing how to read the data can help you to better understand the true risks.



FEMA

High-risk flood zones are labeled on the Flood Insurance Rate Map as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30.

- These zones have a 1% annual chance of flood being equaled or exceeded.
- This is also referred to as a 100-year flood, meaning there is a 1 in 100 chance of flood in a given year, and 26% chance of flooding over 30 years
- Flood insurance is mandatory for structures with mortgages from federally regulated or insured lenders

Moderate-risk flood zones are labeled Zone B or Zone X (shaded) on the map

- These zones have a 0.2% annual chance of flood being equaled or exceeded
- Also referred to as a 500-year flood with a 1 in 500 chance of flood in a given year
- Flood insurance is not federally required, but FEMA recommends homeowners take action to protect their homes in these zones
- Some lenders may require insurance

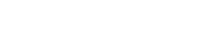
Low-risk flood zones are labeled Zone C or Zone X (unshaded) on the map

- These zones are higher than the elevation of the 0.2% annual chance of flood
- Low risk is not the same as no risk and homeowners should still be prepared
- Flood insurance is not required, but most properties will qualify for Preferred Risk Policies from the National Flood Insurance Program

[Learn more about FEMA Flood Zone types](#)



The First Street Foundation's Flood Factor™ uses a **risk score ranging from 1 to 10** and represents both a property's risk of flooding and severity of flooding over the course of a 30-year period.

1/10	Minimal risk	
2/10	Minor risk	
3-4/10	Moderate risk	
5-6/10	Major risk	
7-8/10	Severe risk	
9-10/10	Extreme risk	

Flood Factor™ shows the risk for each property over the course of 30 years, in 5-year intervals. Because risk accumulates over time, the chances of flood are greater further down the timeline.

- For instance, a home with a 1% annual chance of flooding (also referred to as a 100-year flood), has a 26% chance of flooding at least once over 30 years.

Flood Factor™ also depicts the likelihood of flood risk by depth of water. Extreme events (deeper depths) are not as probable as smaller events (shallower depths) over 30 years.

> 0 in

6 in

12 in

[Learn more about the data behind Flood Factor™ ratings](#)

Have questions about a property? Talk to a professional.

Your real estate agent can refer you to local flood professionals to help answer your questions. These local professionals may also be aware of efforts already taken to mitigate the risks.

How to prepare and protect your home

concerned about the home you just bought, or give up on selling your home altogether. The good news is that you can take steps to prepare and help protect your home.

For buyers and owners



Purchase flood insurance

If you're looking to buy or have already bought, flood insurance is a great way to protect your investment. You can obtain flood insurance from the [National Flood Insurance Program](#) or from



Apply coating and sealants

Seal up cracks in your foundation and apply sealants to walls, windows and doorways.



Install a sump pump or foundation vents

Sump pumps are used to pump water out of basements, where flooding usually occurs. Foundation vents allow for water to flow through



Improve your landscaping

Grade your lawn away from your home so surface runoff empties into the street or design a shallow, sloping ditch to carry water away.



Raise your home

While it is the most-costly solution, raising your home on stilts, piers or platforms above the flood level can protect your home significantly.



Do your research

There are many other steps you can take to protect your home from flooding. Take the time to research online and plan the appropriate course of action.

For sellers



Price your home accordingly

If a potential buyer is going to be required to purchase flood insurance or there has been previous flood damage of which you are aware, you'll want your listing price to reflect those extra



Improve the flood zone designation

If you believe your home was incorrectly designated a high risk, you can appeal through FEMA to have it reviewed.



Prove the risk is low

If you've never had to file a claim for flooding, obtain a CLUE report to prove to potential buyers that the current risk is low.



Make necessary improvements

Take the steps needed to help protect your home such as grading your lawn, installing sump pumps and foundation vents, applying sealants and more. Be sure to let buyers know you made these

Speak to your agent or local floodplain manager about a property's past mitigation efforts or future

Your real estate agent and local floodplain officials might know if work has already been done to mitigate a specific property's flood risk or help determine what types of protection will be needed.

Frequently Asked Questions

- Why is Realtor.com® displaying flood risk information for properties?

A home is often a family's biggest asset, and the value of home is probably even more salient to people today than ever. In that context, it's important to help homeowners, sellers, buyers, and real estate professionals understand any potential risks and ensure that the home is properly protected.

Displaying this information helps give home buyers, sellers and real estate professionals a distinct advantage, since it's the only real estate portal where people can learn about the flood risk of properties for sale as they search online.

The experience helps foster trust and confidence during the home buying and selling process. It also provides great value to homeowners, whose improved understanding of flood risk could inform and lead to protective measures that could prevent flooding and/or cost savings of tens or even hundreds of thousands of dollars in damages.

+ What is Flood Factor™?

+ Why is my Flood Factor higher/lower/different from my neighbors?

+ Why is the FEMA assessment of flood risk on a property different than that of Flood Factor™?

+ Are you trying to get people to buy flood insurance? Does Realtor.com® receive a revenue share from the insurance partners on the site?

+ Does FEMA use this information to determine flood risk zones?

+ My home is not in a FEMA-designated flood zone. Why does Realtor.com® show a flood risk for that property?

+ How accurate is Flood Factor™? On what data is it based?

+ I think the flood data for a home on Realtor.com® is wrong. Can you correct it?

¹[National Flood Insurance Reform Act of 1994, The National Flood Insurance Program Community Status Book](#), FEMA

²[National Flood Hazard Layer](#), FEMA; [FEMA Congressional Testimony](#), February 27, 2020

Didn't find an answer to your question in our faqs?

Have a question, concern, or want to give feedback?



[Submit it here ▶](#)

Realtor.com's Customer Care team reviews every submission and responds to all questions, as long as you provide your contact information & property address.



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ATTACHMENT G

Base Flood Determinations in Approximate A Zones
County Rules - Section 4.3-2

The Jefferson County Engineer is hereby appointed to administer and implement this Order by granting or denying development permit applications in accordance with its provisions.

4.3 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

4.3-1 Permit Review

- (1) Review all development permits to determine that the permit requirements of this Order have been satisfied.
- (2) Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or Local governmental agencies from which prior approval is required.
- (3) Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of § 5.3(1) are met.
- (4) Deny applications for development permits which do not comply with the provisions of the Order or sound flood plain management or other state or federal regulations or laws.

4.3-2 Use of Other Base Flood Data (In A Zones)

When base flood elevation data has not been provided (A Zones) in accordance with § 3.2, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer §§ 5.2, SPECIFIC STANDARDS, and 5.3 FLOODWAYS.

4.3-3 Information to be Obtained and Maintained by Flood Plain Manager

- (1) Base flood elevation data as provided through the Flood Insurance Study, FIRM, or as required as in Sec. 4.3-2; record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures; and information regarding whether or not the structure contains a basement.
- (2) For all new or substantially improved flood proofed structures where base flood elevation data is provided through the Flood Insurance Study, FIRM, or as required in §4.3-2.
 - (i) Obtain and record the actual elevation (in relation to mean sea level), and
 - (ii) Maintain the flood proofing certifications required in § 4.1-2(3).
- (3) Maintain for public inspection all records pertaining to the provisions of this Order.

4.3-4 Alteration of Watercourses

ATTACHMENT H

Special flood hazard area Open spaces

H1 – Open County Property – Keith Lake Boat Ramp Area

Area includes the Keith Lake Boat Ramp, Fish Pass and Associated Open Space property. Area includes approximately 123 acres which is adjacent to and serves as the Fish Pass Waterway leading to the J.D. Murphree Wildlife Management Unit – Salt Bayou Unit. The Keith Lake area is located in Zone SFHA A15.

H2 – Buyout Open Areas – Additional info, no attachment

Jefferson County has been a sponsor of Buyout Grants. The County currently has 106 buyout properties, as shown in Attachment M. As required by the Buyout program the properties remain open spaces. Also, as allowed by the buyout grant programs, the spaces can be leased by adjoining property owners, however as required, are to be utilized only for open spaces.



**Jefferson County Owned
Open Space Property**

Keith Lake Boat Ramp, Fish
Pass and other associated
Open Space Property

ATTACHMENT I

Free Board Requirements County Rules - Sections 5.2-1, 5.2-2, 5.2-3, 5.2-5

- Note that Jefferson County freeboard requirements meet or exceed the minimums required by FEMA.

- (3) Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

5.1-4 Utilities

- (1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (2) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
- (3) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

5.1-5 Subdivision Proposals

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and,
- (4) Where base flood elevation data has not be provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least 50 lots or 5 acres (whichever is less).

5.1-6 Review of Building Permits

Where elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative source (§ 4.3-2), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

5.2 SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided (Zones A1-30, AH and AE) as set forth in § 3.2, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, or § 4.3-2, use of other base flood data (In A Zones), the following provisions are required:

5.2-1 Residential Construction

- (1) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to above the base flood elevation, plus one (one) foot.
- (2) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria:
 - (i) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - (ii) The bottom of all openings shall be no higher than one foot above grade.
 - (iii) Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 - (iv) Below grade, crawlspaces are prohibited at sites where the velocity of floodwaters exceeds five (5) feet per second.
 - (v) All building utility systems within the crawlspace shall be elevated above base flood elevation or be designed so that floodwaters cannot enter or accumulate within the system component during flood conditions.
 - (vi) The interior of a crawlspace below the base flood elevation must not be more than 2 feet below the lowest adjacent exterior grade (LAG). The height of the below grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation, must not exceed 4 feet at any point.
 - (vii) Below grade crawlspaces constructed in accordance with the requirements listed in this Sub-Section, shall not be considered basements. However, applicants who construct buildings that have below grade crawlspaces are hereby advised that such buildings will have higher flood insurance premiums than buildings that have crawlspaces with interior elevations at or above the lowest adjacent grade.

5.2-2 Non-Residential Construction

New construction and substantial improvement of any commercial, industrial or other non-residential structure shall either have the lowest floor, including basement, elevated at or above the base flood elevation, plus 1 (one) foot; or, together with attendant utility and sanitary facilities, shall:

- (1) Be flood proofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
- (2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

- (3) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this Sub-Section, based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in § 4.3-3(2). The Floodproofing Certificate shown in **Appendix (3)** shall be submitted for all floodproofed structures.
- (4) Non-residential structures that are elevated, not flood proofed, must meet the same standards for space below the lowest floor as described in § 5.2-1(2).
- (5) Applicants flood proofing non-residential buildings are advised by the terms of this Order that flood insurance premiums will be based on rates that are one (1) foot below the flood proofed level (e.g., a building flood proofed to the base flood level will be rated as one foot below)

5.2-3 Manufactured Homes

- (1) All manufactured homes to be placed or substantially improved on sites:
 - (i) Outside of a manufactured home park or subdivision,
 - (ii) In a new manufactured home park or subdivision,
 - (iii) In an expansion to an existing manufactured home park or subdivision, or
 - (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred “substantial damage” as the result of a flood,
 shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated at or above the base flood elevation, plus 1 (one) foot, and be securely anchored to an adequately designed foundation system to resist flotation, collapse and lateral movement.
- (2) Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE on the community’s FIRM that are not subject to the above manufactured home provisions must be elevated so that either:
 - (i) The lowest floor of the manufactured home is elevated at or above the base flood elevation, plus one (1) foot, or
 - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately designed foundation system to resist flotation, collapse, and lateral movement.

5.2-4 Recreational Vehicles

Recreational vehicles placed on sites are required to either:

- (i) Be on the site for fewer than 180 consecutive days,

- (ii) Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions, or
- (iii) Meet the requirements of § 5.2-3, above, and the elevation and anchoring requirements for manufactured homes.

5.2-5 Jefferson County Hazard Mitigation Assistance (HMA) Grant Projects

All residential structures that are part of Jefferson County HMA Grant Projects, shall be elevated either, three (3) feet above the best available BFE as determined by the County Floodplain Administrator or one (1) foot above the highwater flood elevation for the structure, whichever is higher. The elevations set for elevating a structure shall be rounded up to the nearest 0.5 foot. All structures shall be elevated using a pier system. The minimum elevation from ground level under the structure shall be no less than 3 feet. All residential structures elevated under this section shall follow all other requirements provided for in the Jefferson County Flood Damage Prevention Order, regardless of the assigned flood zone including those located in "C" or "X" zones.

To determine the best available BFE, The Floodplain Administrator may obtain, review, and reasonably utilize any base flood elevation, advisory base elevation, highwater mark data and / or floodway data available from a Federal, State or other authoritative source.

5.3 BEFORE REGULATORY FLOODWAY

In areas where a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

5.4 FLOODWAYS

Located within areas of special flood hazard established in § 3.2 are areas designed as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply. The Flood Plain Manager shall:

- (1) Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge.
- (2) If § 5.4(1) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of § 5.0, PROVISIONS FOR FLOOD HAZARD REDUCTION.

ATTACHMENT J

Definitions of Repetitive Loss and Substantial Improvement

- Definition includes the cumulative 25% requirement which ties back to the definition of Substantial Damage.
- Definition contains the 50% which includes repetitive loss.
- Note the Repetitive losses are tracked by the Engineering Department.

“FLOOD INSURANCE STUDY” means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation more than one foot.

“LOWEST FLOOR” means the lowest floor of the lowest enclosed area (including basement) of a structure. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building’s lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Order found at § 5.2-1(2).

“MANUFACTURED HOME” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle.”

“MANUFACTURED HOME PARK OR SUBDIVISION” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“NEW CONSTRUCTION” means structures for which the “start of construction” commenced on or after the effective date of this Order.

“NEW MANUFACTURED HOME PARK OR SUBDIVISION” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations.

“RECREATIONAL VEHICLE” means a vehicle, which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

“REPETITIVE LOSS” means flood-related damages sustained by a structure on two separate occasions during any consecutive 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before damage occurred.

“START OF CONSTRUCTION” includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work

beyond the state of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“STRUCTURE” means a walled and roofed building including a gas or liquid storage tank that is principally above ground.

“SUBSTANTIAL DAMAGE” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

“SUBSTANTIAL IMPROVEMENT” means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure, either:

- (1) Before the improvement or repair is started; or
- (2) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

This term includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. This term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
- (2) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

“VARIANCE” means a grant of relief from the requirements of this Order which permits construction in a manner that would otherwise be prohibited by this Order.

“WATER DEPENDENT” means a structure for commerce or industry which cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

SECTION 3.0

GENERAL PROVISIONS

3.1 LANDS TO WHICH THIS ORDER APPLIES

ATTACHMENT K

Critical facilities to be protected
County Rules - Section 5-6

- (ii) Together with attendant utility and sanitary facilities, be completely flood proofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect as in § 2-2(3).
- (3) Require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
- (4) Recreational vehicles placed on sites within AO Zones on the community's FIRM either:
 - (i) Be on the site for fewer than 180 consecutive days,
 - (ii) Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 - (iii) Meet the requirements of § 5.5 above, and the elevation and anchoring requirements for manufactured homes.

5.6 CRITICAL FACILITIES

- (1) Construction of any new critical facility shall be, to the extent possible, located outside the boundaries of the Special Flood Hazard Area (S.F.H.A. – 100-Year Floodplain.)
- (2) The Jefferson County Floodplain Administrator may approve the construction of a new critical facility or the substantial improvement of an existing critical facility within the (S.F.H.A.) if it meets the elevation and/or flood proofing requirements of this section and the Administrator determines that it is not practical to locate or relocate the facility outside of the S.F.H.A.
- (3) If the development permit is denied, the decision may be appealed to the Commissioners as allowed § 4.4-1 herein.
- (4) Critical facilities constructed or substantially improved within the S.F.H.A. shall have the lowest floor elevated five (5) feet above the 100-year base flood elevation or to an elevation of one foot above the 500-year flood plain, if such elevation has been determined.
- (5) Critical facilities located within the S.F.H.A. that manufacture, process, transport, or store toxic substances should be designed to insure that toxic substances will not be displaced by or released into floodwaters.

ATTACHMENT L

Approved Plans

L1 – Hazard Mitigation Plan, Approval Letter and Table of Contents

L2 – Floodplain Management Standard Operating Procedures

- Note this plan was approved by FEMA during the CAV process



JEFFERSON COUNTY

Hazard Mitigation Plan Update 2017



*Maintaining a Safe, Secure, and
Sustainable Community*

August 29, 2017

H₂O PARTNERS
PLAN YOUR RECOVERY

SETRPC
SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION

For more information, visit our website at:

www.co.jefferson.tx.us/em

Written comments should be forwarded to:

H2O Partners, Inc.

P. O. Box 160130

Austin, Texas 78716

info@h2opartnersusa.com

www.h2opartnersusa.com

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U.S. Department of Homeland Security
Region VI
800 N. Loop 288
Denton, TX 76209-3698



FEMA

September 11, 2017

Ms. Sandra Fulenwider
State of Texas
Texas Division of Emergency Management
P.O. Box 4087
Austin, TX 78773-0220

RE: Approval of the Jefferson County, Texas Multi-Jurisdiction Hazard Mitigation Plan.

Dear Ms. Fulenwider:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR Part 201.6). We are pleased to provide our approval of the new jurisdictions in meeting the criteria set forth by this Agency. By receiving this approval, the additional adopting jurisdictions, as well as the current list of approved jurisdictions on Enclosure A, retain eligibility for the Hazard Mitigation Assistance Grant. This five year period is concurrent with the original approval of this plan, which was issued on August 29, 2017 and will expire on August 28, 2022. This approval does not demonstrate approval of projects contained in this plan. This office has provided the enclosed Local Hazard Mitigation Planning Tool, with reviewer's comments, to assist the communities in refining their plan further. Please advise the referenced entities of this approval.

If you have any questions, please contact Jamie Leigh Price, HM Community Planner, at (940) 898-5440.

Sincerely,


for Ronald C. Wanhanen
Chief, Risk Analysis Branch

Enclosure

JEFFERSON COUNTY, TEXAS
FLOODPLAIN MANAGEMENT
STANDARD OPERATING PROCEDURES

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ATTACHMENT M

Buyout Properties - Open spaces

- As stated previously, Jefferson County has been a sponsor of Buyout Grants. The County currently has 106 buyout properties, as shown in this Attachment. As required by the Buyout program the properties remain open spaces. Also, as allowed by the buyout grant programs, the spaces can be leased by adjoining property owners, however as required, are to be utilized only for open spaces.
- All records of Buyout properties are maintained with the County Purchasing Department.

Jefferson County
Buy Out Properties-Open Spaces

1	227	Lene Ln	Beaumont, TX	77705
2	241	Lene Ln	Beaumont, TX	77705
3	390	Lene Ln	Beaumont, TX	77705
4	438	Hillebrandt Acres	Beaumont, TX	77705
5	445	Bass Rd	Beaumont, TX	77705
6	453	Hillebrandt Acres	Beaumont, TX	77705
7	469	Bass Rd	Beaumont, TX	77705
8	476	Bass Rd	Beaumont, TX	77705
9	477	Hillebrandt Acres	Beaumont, TX	77705
10	492	Bass Rd	Beaumont, TX	77705
11	492	Lene Ln	Beaumont, TX	77705
12	520	Bass Rd	Beaumont, TX	77705
13	611	Hillebrandt Acres	Beaumont, TX	77705
14	993	Hillebrandt Acres	Beaumont, TX	77705
15	769	Little Acres Rd	Beaumont, TX	77705
16	893	Hillebrandt Acres	Beaumont, TX	77705
17	897	Hillebrandt Acres	Beaumont, TX	77705
18	1068	Hillebrandt Acres	Beaumont, TX	77705
19	1179	Hillebrandt Acres	Beaumont, TX	77705
20	1291	Hillebrandt	Beaumont, TX	77705
21	1420	Hillebrandt Acres	Beaumont, TX	77705
22	1513	Hillebrandt Acres	Beaumont, TX	77705
23	1551	Hillebrandt Acres	Beaumont, TX	77705
24	1989	Hillebrandt Acres	Beaumont, TX	77705
25	2040	Hillebrandt Acres	Beaumont, TX	77705
26	2065	Hillebrandt Acres	Beaumont, TX	77705
27	2180	Humble Camp Rd	Beaumont, TX	77655
28	3452	Ballard Rd	Beaumont, TX	77705
29	3481	Ballard Rd	Beaumont, TX	77705
30	3534	Ballard Rd	Beaumont, TX	77705
31	3577	Doucet	Beaumont, TX	77705
32	3590	Doucet	Beaumont, TX	77705
33	7046	Bayou Trace	Beaumont, TX	77705
34	7303	Backridge Rd	Beaumont, TX	77705
35	7522	Hillebrandt	Beaumont, TX	77705

36	7806	Hwy 365	Beaumont, TX	77705
37	7818	Fm 365	Beaumont, TX	77705
38	8599	Hillebrandt Rd	Beaumont, TX	77705
39	8629	Hillebrandt Rd	Beaumont, TX	77705
40	10140	Baltimore	Beaumont, TX	77705
41	10155	Baltimore	Beaumont, TX	77705
42	10191	Baltimore	Beaumont, TX	77705
43	10234	Baltimore	Beaumont, TX	77705
44	10249	Barton Rd	Beaumont, TX	77705
45	11025	Oak Ln	Beaumont, TX	77705
46	11030	Country Lane Rd	Beaumont, TX	77705
47	11034	Kenner Rd	Beaumont, TX	77705
48	11037	Hickory Ln	Beaumont, TX	77705
49	11049	Kenner Rd	Beaumont, TX	77705
50	11087	Hickory Ln	Beaumont, TX	77705
51	11090	Country Lane Rd	Beaumont, TX	77705
52	11091	Country Lane Rd	Beaumont, TX	77705
53	11111	Oak Ln	Beaumont, TX	77705
54	11124	Oak Ln	Beaumont, TX	77705
55	11126	Hickory Ln	Beaumont, TX	77705
56	11134	Kenner Rd	Beaumont, TX	77705
57	11158	Hickory Ln	Beaumont, TX	77705
58	11174	Hickory Ln	Beaumont, TX	77705
59	11180	Country Lane Rd	Beaumont, TX	77705
60	11189	Oak Ln	Beaumont, TX	77705
61	11189	Country Lane Rd	Beaumont, TX	77705
62	11200	Oak Ln	Beaumont, TX	77705
63	11210	Country Lane Rd	Beaumont, TX	77705
64	11217	Kenner Rd	Beaumont, TX	77705
65	11223	Oak Ln	Beaumont, TX	77705
66	11224	Oak Ln	Beaumont, TX	77705
67	11232	Country Lane Rd	Beaumont, TX	77705
68	11242	Hickory Ln	Beaumont, TX	77705
69	11248	Kenner Rd	Beaumont, TX	77705
70	11258	Sweetgum Ln	Beaumont, TX	77705

71	11265	Sweetgum Ln	Beaumont, TX	77705
72	11276	Sweetgum Ln	Beaumont, TX	77705
73	11300	Sweetgum Ln	Beaumont, TX	77705
74	11309	Country Lane Rd	Beaumont, TX	77705
75	11309	Kenner Rd	Beaumont, TX	77705
76	11329	Kenner Rd	Beaumont, TX	77705
77	11345	Country Lane Rd	Beaumont, TX	77705
78	11346	Country Lane Rd	Beaumont, TX	77705
79	11369	Country Lane Rd	Beaumont, TX	77705
80	11394	Country Lane Rd	Beaumont, TX	77705
81	11422	Country Lane Rd	Beaumont, TX	77705
82	11456	Davidson Rd	Beaumont, TX	77705
83	11465	Sweetgum Ln	Beaumont, TX	77705
84	11471	Country Lane Rd	Beaumont, TX	77705
85	11477	Davidson Rd	Beaumont, TX	77705
86	11501	Sweetgum Ln	Beaumont, TX	77705
87	11506	Sweetgum Ln	Beaumont, TX	77705
88	11519	Sweetgum Ln	Beaumont, TX	77705
89	11524	Davidson Rd	Beaumont, TX	77705
90	11541	Sweetgum Ln	Beaumont, TX	77705
91	11600	Sweetgum Ln	Beaumont, TX	77705
92	11604	Davidson Rd	Beaumont, TX	77705
93	11611	Sweetgum Ln	Beaumont, TX	77705
94	12125	Burr Lane	Nederland, Tx	77701
95	15091	Boondocks	Beaumont, TX	77705
96	17363	Boondocks	Beaumont, TX	77705
97	17859	Azalea Dr	Beaumont, TX	77705
98	17886	Azalea Dr	Beaumont, TX	77705
99	18084	Azalea Dr	Beaumont, TX	77705
100	18233	Big Hill Rd	Winnie, TX	77655
101	18235	Hwy 73	Beaumont, TX	77705
102	19268	Big Hill Rd	Beaumont, TX	77705
103	20615	Highway 73	Hamshire, TX	77622
104	21443	Englin Rd	Beaumont, TX	77705
105	1179 A	Hillebrandt Acres	Beaumont, TX	77705
106	8629b	Hillebrandt Rd	Beaumont, TX	77705

ATTACHMENT N

Pre-Firm and Post-Firm Elevated Structures

JEFFERSON COUNTY, TEXAS
LOG OF ELEVATED STRUCTURES

Street number	Street Name	Date of Elevation	Date of Construction	Pre-Firm	Zone
19690	Bowling	Sep-17	1998		AE
21215	FM 365	Sep-20	1988		A
453	Berry	Feb-21	1978	Y	A15
18328	Big Hill Road	Aug-20	1988		AE
10296	West Clubb	Feb-22	1978	Y	AE
14324	Lettie	Aug-20	2000		A
14276	Lettie	Nov-20	1978	Y	A
8835	Hillebrandt	Apr-20	1978	Y	A15
8213	Oakdale	Mar-22	1978	Y	AE
348	Lene Lane	Jul-21	2001		A15
7752	FM 365	Nov-18	2007		A15
1857 A	Hillebrandt Acres	Aug-20	1968	Y	A15
10459	Church Street	Dec-21	1978	Y	A&AE
7942	Wheat Lane	Jul-21	1988		X
10578	Palermo	Apr-21	1998		A

Table Date May 25, 2022
1983 date of initial firm maps in Jefferson County

ATTACHMENT O

List of Critical Facilities in Floodplain

JEFFERSON COUNTY**LIST OF CRITICAL FACILITIES IN THE FLOODPLAIN**

Name	Primary Sector	Address	State	County	City
Neches Station Sub-Station	Energy	End of Gulf States Road	Tx	Jefferson	Beaumont
Martin Operating Partnership	Chemical and Hazardous Material Industry	1 Gulf States Road	Tx	Jefferson	Beaumont

ATTACHMENT P

Drainage and Flood Control Rules

- Section 9 of the Jefferson County Subdivision and Development Regulations
- All subdivisions are required to adhere to this rule. Engineering Department reviews the designs prior to approval of construction. Additionally, a review of as-built conditions is performed to verify drainage facilities have been constructed as designed prior to approval by the Engineering department for final platting.
- Documentation of approvals will be compiled and will be provided in a follow-up submittal if needed.

SECTION 9 DRAINAGE AND FLOOD CONTROL

9.1 Stormwater Runoff.

Stormwater runoff from any development may not be released onto neighboring property or into any County drainage ditch, swale easement, culvert or other facility or any such drainage facility associated with an existing road, whether public or private, at a rate greater than runoff from the property in an undeveloped condition.

9.1.1 All entities, i.e. TxDOT, County Drainage Utilities, and Cities, in Jefferson County with jurisdiction over drainage in the area of a proposed subdivision shall be provided the drainage plan for the proposed subdivision for their review and approval.

9.2 Conveyance of 100-Year Storm Frequency Flows.

Any drainage system shall be designed to convey all channelized or concentrated flows from a 100-year storm event within defined right-of-way or drainage easements, which shall not be narrower than twenty feet (20') in width.

9.3 Completion of Drainage System Prior to Acceptance of Road Maintenance.

No streets will be accepted for maintenance by the County until all drainage structures, including culverts for all driveways constructed as of the acceptance date, have been both installed by the Applicant or occupant(s) of the Lot(s) and inspected and approved by the County.

9.4 10 Year Event - Maximum Headwater Elevation for Drainage Crossings for Neighborhood and Local Streets.

All neighborhood and local streets, culverts underneath roads, streets, and bridges shall be designed so that storm water runoff from a 10-year storm event crossing such a street, road or bridge shall not produce a headwater elevation at the pavement edge above the drainage structure. All drainage crossings of proposed streets and roadways shall be designed to convey a 10-year storm event and not more than 6" of water over the road in a 100-year storm event. All roads and streets shall be designed and constructed to withstand the impact of storm water being impounded adjacent to and flowing over the road or street. Streets or roadways that traverse defined areas of the 100-year floodplain shall not increase the water surface level or change the floodplain limits.

9.5 100 Year Event - Maximum Headwater Elevation for Drainage Crossings for Neighborhood and Local.

So that storm water runoff from a 100-year storm event crossing neighborhood and local streets, roads, or bridge shall not produce a headwater elevation at the roadway greater than six inches above the roadway crown elevation. This section (9.5) does not apply to residential driveway culverts.

9.6 Water Impact Requirements for Pavement Design.

All roads and streets shall be designed and constructed to withstand the impact of water being impounded adjacent to and flowing over the road or street.

9.7 Drainage Design Methodology.

Computations by a Texas Registered Professional Engineer to support all drainage designs shall be submitted to the Precinct Commissioner or Designated Agent for review. The methodologies shall be based upon commonly accepted engineering practices used within the area. These computations shall clearly demonstrate the drainage design for the proposed subdivision will not have a negative effect on properties either upstream or downstream of the proposed subdivision. Drainage improvements offsite from the proposed subdivision may be required to prevent any negative effects on other properties.

9.7.1 All computations of flood plans, culverts, channels, etc., shall be based on fully developed upstream conditions.

9.7.2 A drainage area of 64 acres or greater is required within a contributing watershed to create a “flood plain”. For areas of flow with less than 64 acres of contributing area, no flood plain need be defined; however, a drainage easement must be dedicated for any concentrated flow.

9.7.3 By use of topographic contours, all known or identified instances of water “ponding” locations shall be shown on the subdivision development plans. “Ponding” may cause individual lot development flooding in the same manner as if the lot(s) were located within the floodplain. Consideration must be given to establishing a minimum Finished Floor Elevation on such lot(s) where ponding has been known to occur, or is identified by the topographic contours.

9.8 Easements.

9.8.1 All floodway concentrated flows for the 100-year storm event shall be contained within a dedicated drainage easement or right-of-way. All drainage easements shall provide a minimum of 15' in width outside the limits of the ditch or channel for maintenance purposes along one side for ditches less than 35' wide at the top; and along both sides for ditches more than 35' wide at the top.

9.8.2 No development whatsoever will be permitted in the floodway or within drainage easements.

9.9 Request for Additional Materials.

If the Precinct Commissioner or Designated Agent reasonably believes, based on materials submitted, that the Preliminary Plat or Final Plat will not comply with this section then they may request drainage data or other additional material to evaluate the Preliminary Plat or Final Plat, in which event the applicable review period will be recalculated from the date such completed and additional materials are submitted.



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 7th day of June, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, Lawrence Flanagan, Jr., has devoted 32 years and 8 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, Lawrence Flanagan, Jr., has dedicated his talents and pledged his services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

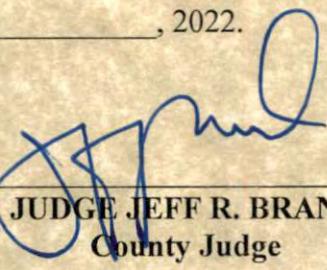
WHEREAS, Lawrence Flanagan, Jr., has pledged his services as an Administrative Assistant, Peace Officer, Sergeant, Lieutenant and Captain making an outstanding contribution to law enforcement in Jefferson County, serving as a Peace Officer, in the Internal Affairs, Warrant and Patrol Divisions; and

WHEREAS, through hard work and commitment to excellence, Lawrence Flanagan, Jr., has earned the respect of his colleagues and the citizens of Jefferson County; and

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

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend Lawrence Flanagan, Jr., for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 7th day of June, 2022.

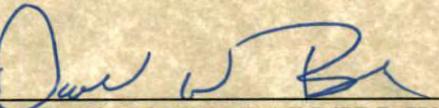

JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER DARRELL W. BUSH
Precinct No. 2

Absent

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 7th day of June, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, *Oliver L. Laday*, has devoted 30 years and 1 month of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Oliver L. Laday*, has dedicated his talents and services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, *Oliver L. Laday*, has pledged his services as a Corrections Officer, working in the dorms, in Book In, as a Video/Records Officer, and in Commissary at the Jefferson County Correctional Facility, which includes following policies, procedures, rules and regulations for the care and custody of inmates, also responding to emergency situations involving the evacuation of inmates for several hurricanes, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, *Oliver L. Laday*, has earned the respect of his colleagues and the citizens of Jefferson County; and

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

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend *Oliver L. Laday*, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 7th day of June, 2022.

JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER VERNON PRICE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

Absent
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

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

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

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

MEMORANDUM

DATE: May 27, 2022

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

FROM: Chief John Shauberger

RE: Federal Bureau of Prisons FCC inter-governmental agreement

Please consider and possibly approve an agreement between the USDOJ Federal Bureau of Prisons, Federal Correctional Complex, Beaumont, Jefferson County, Texas and the Jefferson County Sheriff's Office. The purpose of this agreement is to update information to the current agreement for mutual emergency assistance.

Sincerely,


Chief John Shauberger

INTER-GOVERNMENTAL AGREEMENT**BETWEEN**

**THE UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS
FEDERAL CORRECTIONAL COMPLEX
BEAUMONT, TEXAS
AND
JEFFERSON COUNTY SHERIFF'S OFFICE
BEAUMONT, TEXAS**

For Mutual Emergency Assistance

Pursuant to relevant authority contained in federal and state laws appropriate to the nature and scope of the emergency, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. Chapter 68, "Stafford Act", e.g. § 5170(a), (b); the Law Enforcement Emergency Assistance Act, 42 U.S.C. Chapter 111; and the Pandemic and ALL Hazards Preparedness Act, PL 109-417 (2006), amending the sections of 42 U.S.C. that address public health emergencies, this Inter-Governmental Agreement, "IGA" or "Agreement", is entered into by and between the United States Department of Justice, "DOJ", Federal Bureau of Prisons, "BOP", Federal Correctional Complex, Beaumont, Texas, herein after referred to as "FCC BMX", and the Jefferson County Sheriff's Office, Beaumont, Texas, herein after referred to as "JCSO", who hereby agree as follows:

I. PURPOSE AND SCOPE:

A. This Agreement is intended to provide for mutual assistance during a natural disaster and/or law enforcement emergency requiring prompt action and which is, or threatens to be, of such serious proportions that each party's resources alone are, or may be, inadequate to maintain the safety and security of the public, each party's prisoners, and/or each party's staff.

B. As further described herein, all emergency assistance to be provided by each party shall be immediate, short-term, and limited to

operations that each party's staff are authorized to provide and for which they are trained and have expertise.

C. This Agreement shall not affect any pre-existing, independent relationship, or obligation between the parties on any other subject, or with any third party or parties.

D. This Agreement supersedes any prior agreement between the parties on this same subject.

II. FCC BMX ASSISTANCE TO JCSO:

A. Under current BOP authority and upon request from the JCSO, the BOP Regional Director may direct the Warden or his/her designee to provide:

1. FCC BMX staff to act ONLY:

a. as advisors for technical assistance, e. g., consultants for hostage situations or pandemic control measures (18 U.S.C. § 4042(a)(4)); OR

b. to search for escaped state/local prisoners ONLY on BOP property 18 U.S.C. § 4042 (a)(1), (2)).

2. Transportation and/or temporary housing ONLY:

a. if state prisoners are sentenced prisoners, and

b. if a "state boarder agreement" exists requiring full reimbursement to BOP by the state (18 U.S.C. § 5003).

3. Volunteer inmate work details for community service projects (18 U.S.C. § 3622(b); 28 C.F.R. § 551.60).

4. Emergency preparedness training and joint training exercises pursuant to the Intergovernmental Personnel Program (42 U.S.C. § 4742) and/or the Pandemic and ALL Hazards Preparedness Act, PL 109-417 (2006), amending section of 42 U.S.C. regarding public health emergencies.

B. Under the Emergency Federal Law Enforcement Assistance Act,

42 U.S.C. Chapter 111, and upon formal request by the state governor to DOJ pursuant to administrative procedures contained in 28 C.F.R. Part 65, DOJ may direct BOP to provide:

1. Any/all assistance listed above in section A.

2. FCC BMX staff to act in any capacity for which they are trained and have expertise, including medical support, and if approved by the Deputy Attorney General, a BOP Crisis Management Team, including a Special Operations Response Team, "SORT"; a Disturbance Control Team, "DCT"; or a Hostage Negotiation Team, "HNT".

3. Detention/Perimeter Security: Due to limited arrest authority, FCC BMX staff may not take sole custody of JCSO prisoners or perform perimeter security duties at JCSO, but may perform other non-contact duties to free JCSO staff to perform these duties.

4. Transportation: FCC BMX vehicles and drivers may transport JCSO prisoners, including pre-trial prisoners.

a. Ordinarily, JCSO staff shall be present to maintain custody/supervision of JCSO prisoners being transported.

b. FCC BMX staff may take sole custody of JCSO prisoners being transported ONLY if state law allows BOP staff to be deputized.

5. Supplies and equipment, including blankets, food, water, clothing, medical supplies, and temporary use of large or specialized equipment.

a. Clothing with BOP insignia may not be loaned to or worn by non-BOP employees.

b. Large or specialized equipment and vehicles shall be operated by BOP staff, or by JCSO staff, only if JCSO officials have indicated that its staff is competent to use the equipment.

6. Weapons, ammunition, and chemical agents.

a. Weapons, ammunition, and chemical agents may be provided to JCSO staff only if JCSO officials have indicated that its staff is competent to use such weapons, ammunition, and chemical agents.

b. FCC BMX staff may not use weapons, ammunition, or chemical agents to assist JCSO staff without obtaining approval of the Deputy Attorney General, or, in extraordinary circumstances, if the Director of the BOP concludes that delay to obtain approval would result in death or serious bodily injury to JCSO staff or inmate hostages. All use of force by BOP staff must be consistent with DOJ/BOP policy.

C. Under the Stafford Act, upon Presidential declaration of a major disaster and coordination with DOJ implementing ESF 13 of the 2004 National Response Plan, the Federal Emergency Management Agency, "FEMA", may provide federal disaster relief funds to BOP by issuing Mission Assignments, pursuant to procedures contained in 44 C.F.R. Part 206, directing BOP to provide:

1. Any/all assistance listed above in section B.

2. Use of BOP facilities, including temporary housing for JCSO prisoners, including pre-trial prisoners. As soon as possible, operational details for housing JCSO prisoners beyond the resolution of the initial emergency shall be documented in a separate agreement.

III. JCSO ASSISTANCE TO FCC BMX BEAUMONT:

A. Upon request from the Warden or his/her designee, JCSO staff may provide assistance to the FCC BMX staff responding to disturbances, escapes, or any other natural or man-made emergency affecting the safety, security, and good order of the FCC BMX institution. Operational details for specific assistance shall be determined at the time of the emergency.

B. Under no circumstances will JCSO staff:

1. Have command authority on site; or
2. Bring any type of weapon into the secure perimeter of the FCC BMX institution.

IV. REIMBURSEMENT:

A. In accordance with each party's financial management policy at the time of the emergency, and the statute authorizing the assistance, ordinarily the party requesting assistance shall reimburse the party providing assistance for unfunded costs of resources expended and/or damaged during the emergency, including personnel employed beyond resolution of the initial emergency.

B. Any reimbursement to BOP by JCSO for unfunded expenses incurred in rendering Stafford Act assistance directed in FEMA Mission Assignments shall not be more than 25% of the total cost, per 42 U.S.C. § 5170b(b).

C. Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341, or relevant state law, by obligating the parties to any expenditure or obligation of funds in excess or in advance of appropriations.

V. GENERAL PROVISIONS:

A. PERIOD OF AGREEMENT/TERMINATION:

1. This Agreement shall become effective upon the date of last signature of the authorized officials for both parties, as designated below, and shall remain in effect for a period of five years, unless terminated sooner by mutual consent of both parties, or by either party providing 120 days advanced written notice to the other party.

2. This Agreement shall remain in effect during the term in office of any successive leadership of either party unless terminated or modified pursuant to procedures described below.

B. MODIFICATION PROCEDURES: Either party may propose to modify this Agreement at any time. All proposed modifications shall be in

writing and shall become effective only upon the written concurrence of both parties.

C. SURVIVAL AND SEVERABILITY:

1. The provisions of this Agreement which require performance after termination of this Agreement shall remain in force notwithstanding termination of this Agreement.

2. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions shall continue in force and unaffected to the fullest extent permitted by law and regulation.

D. LIABILITY AND INDEMNIFICATION:

1. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to them pursuant to federal and state law, including immunity provided in 42 U.S.C. § 5148 for Stafford Act assistance rendered by FCC BMX. Neither party agrees to insure, defend, or indemnify the other party.

2. Each party shall cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the provisions of this Agreement.

3. Neither party shall be responsible for delays or failures in performance from acts beyond the reasonable control of the party, e.g., a natural or man-made disaster.

E. DISPUTE RESOLUTION: In the event of a dispute between the parties, the parties shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

F. THIRD PARTY CLAIMS: This Agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

G. CONTACT INFORMATION: Each party shall provide to the other party a list of contact persons authorized to act as liaison with the other party to implement this Agreement and coordinate additional operational details. This list shall include names, titles, telephone numbers, mailing/e-mail addresses, and be updated as necessary to reflect personnel changes.

IN WITNESS WHEREOF, the undersigned, duly authorized officers have subscribed their names on behalf of the Federal Bureau of Prisons, FEDERAL CORRECTIONAL COMPLEX BEAUMONT, TEXAS, and the JEFFERSON COUNTY SHERIFF'S OFFICE, BEAUMONT, TEXAS.

For the JEFFERSON COUNTY SHERIFF'S OFFICE:

Zena Stephens, Sheriff
Jefferson County, Texas

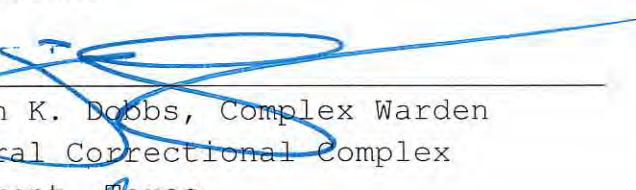
Date

Jeff R. Branick
County Judge

Date

For the Federal Bureau of Prisons:

Submitted:


Bryan K. Dobbs, Complex Warden
Federal Correctional Complex
Beaumont, Texas

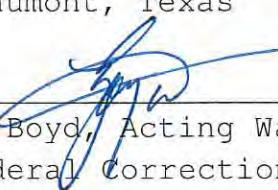

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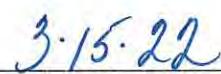
Date


John, Bartlett, Warden (BMM)
Federal Correctional Complex
Beaumont, Texas


03-18-2022

Date


L. Boyd, Acting Warden (BML)
Federal Correctional Complex
Beaumont, Texas


3-15-22

Date

Concurred:

Heriberto H. Tellez, Regional Director,
South Central Regional Office

Date

Approved:

Al Rauschuber, Jr., Chief,
Field Acquisition Office

Date