

Notice of Meeting and Agenda
July 12, 2022

Regular, 7/12/2022 10:30:00 AM

BE IT REMEMBERED that on July 12, 2022, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Laurie Leister, County Clerk

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

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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
July 12, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **12th** day of **July 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 **Regular** 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:

9:00 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 regarding matters that require consultation with legal counsel pertaining to pending litigation.

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

9:45 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in an open

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meeting, would have a detrimental effect on the Commissioners' Court in negotiations with a third person.

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.

11:30 a.m.-Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, and security that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage:

https://co.jefferson.tx.us/comm_crt/commmlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: # The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Darrell Bush, Commissioner, Precinct Two

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

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PURCHASING:

- (a). Consider and approve specifications for Request for Proposal (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 17 - 82

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b). Consider and approve specifications for Invitation for Bid (IFB22-041/MR) Re-Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County.

SEE ATTACHMENTS ON PAGES 83 - 141

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (c). Rescind award of (IFB 19-062/YS) Term Contract for Inmate Shoes for Jefferson County with Pride Enterprises and re-award contract for \$3.83/pair to Bob Barker Company, Inc. from May 4, 2022 to January 4, 2023.

SEE ATTACHMENTS ON PAGES 142 - 144

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (d). Consider and approve, execute, receive and file a contract renewal for (IFB 19-030/YS) Term Contract for Inmate Clothing and Supplies for Jefferson County for a third one year term with Victory Supply from July 12, 2022 to July 11, 2023 with proposed increases, as shown on Attachment A. These price increases are due to increases in manufacturer and freight costs.

SEE ATTACHMENTS ON PAGES 145 - 148

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

- (e). Consider and approve, execute, receive and file a contract renewal for (IFB 19-030/YS) Term Contract for Inmate Clothing and Supplies for Jefferson County for a third one-year term with Bob Barker Company, Inc. from July 12, 2022 to July 11, 2023 with proposed increases, as shown on Attachment A. These price increases are due to increases in manufacturer and freight costs.

SEE ATTACHMENTS ON PAGES 149 - 153

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

- (f). Consider and approve a contract renewal for (IFB 19-030/YS) Term Contract for Inmate Clothing and Supplies for Jefferson County for a third one-year term Charm-Tex and Green Mountain Knitting from July 12, 2022 to July 11, 2023.

NO ATTACHMENTS

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

- (g). Rescind award of item 5 of (IFB 19-030/YS) Term Contract for Inmate Clothing and Supplies for Jefferson County with Carolina Textiles.

SEE ATTACHMENTS ON PAGES 154 - 154

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

- (h). Rescind award of item 7 of (IFB 19-030/YS) Term Contract for Inmate Clothing and Supplies for Jefferson County with ICS Jail Supplies Inc.

SEE ATTACHMENTS ON PAGES 155 - 155

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

- (i).Execute, receive and file a contract renewal for (IFB 18-052/YS) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County for a third one-year term with Sanitary Supply from November 16, 2021 to November 15, 2022.

SEE ATTACHMENTS ON PAGES 156 - 158

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

- (j).Execute, receive and file a contract renewal for (IFB 19-040/YS) Term Contract for Road Building Material for Jefferson County for a second one-year term with Gulf Coast from September 8, 2021 to September 7, 2022 with proposed increases, as shown in Attachment A. These price increases are due to an increase in supply costs.

SEE ATTACHMENTS ON PAGES 159 - 168

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

- (k).Consider and approve, execute, receive and file Change Order #1 for Courthouse Cabling project with Maverick Communications in the amount of \$ 36,628.60 bring the total from \$218,653.71 to \$255,282.31. This is for one hundred twenty-three (123) additional drops that exceeded the estimated nine hundred (900) drops originally quoted. This in accordance with Region V Telecommunications Equipment, Supplies and/or Services Contract 20210204.

SEE ATTACHMENTS ON PAGES 169 - 169

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

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- (l). Consider and approve, execute, receive and file an Agreement (Agreement 22-042/DC) with Sorenson for caption and interpreting services for a one (1) year subscription (July 12, 2022-July 11, 2023).

SEE ATTACHMENTS ON PAGES 170 - 179

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (m). Consider and approve, execute, receive and file an Agreement (Agreement 22-043/DC) with CloudGavel for a hosted Internet-based online document electronic signature software service for a one-year (1) service beginning July 12, 2022 – July 11, 2023.

SEE ATTACHMENTS ON PAGES 180 - 186

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (n). Consider and possibly approve disposal of surrendered license plates to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County as outlined in Registration and Title Bulletin (RTB)#025-12.

SEE ATTACHMENTS ON PAGES 187 - 189

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer– JP Pct1, Pl2 – additional cost for travel.

SEE ATTACHMENTS ON PAGES 190 - 190

120-2042-412-4052	POSTAGE		\$1,200.00
120-2042-412-3078	OFFICE SUPPLIES		\$500.00
120-2042-412-5062	TRAVEL EXPENSE	\$1,700.00	

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

- (b).Consider and approve budget amendment– HR – additional cost advertising directors position.

SEE ATTACHMENTS ON PAGES 191 - 191

120-1016-415-1002	ASSISTANTS & CLERKS		\$800.00
120-1012-415-5077	CONTRACTUAL SERVICE	\$800.00	

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

- (c).Consider and approve total electronic disbursement for \$4,300,225.00 to The Bank of New York Mellon for principal and interest payments for the Refunding Bond Series 2012.

NO ATTACHMENTS

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

- (d).Consider and approve total electronic disbursement for \$810,325.00 to BOK Financial for principal and interest payments for the Certificates of Obligation Bond Series 2019.

NO ATTACHMENTS

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

- (e).Consider and approve electronic disbursement for \$1,249.64 to Texas Department of Criminal Justice for July insurance reimbursement.

NO ATTACHMENTS

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

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- (f).Receive and file 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 192 - 194

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (g).Consider and approve accepting grant award from High Intensity Drug Trafficking Area (HIDTA) program for \$16,200, Award Number G22HN0029A, no match required. Grant will aid in the investigation and prosecution of drug offenses in our region.

SEE ATTACHMENTS ON PAGES 195 - 214

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (h).Consider, approve, and ratify acceptance of State Criminal Alien Assistance Program(SCAAP) 2022 grant for \$36,783 through the Justice Grant System portal.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (i).Consider and approve budget transfer - Sheriff - replacement of vehicle.

SEE ATTACHMENTS ON PAGES 215 - 218

120-3059-421-6035	COMMUNICATION EQUIP		\$25,000.00
120-3059-421-6007	AUTOMOBILES	\$25,000.00	

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

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- (j).Regular County Bills – check #496561 through check #496721 (07/05/22) and check #496722 through check #496872 (07/12/22).

SEE ATTACHMENTS ON PAGES 219 - 232

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

ADDENDUMS:

- (k).Consider and approve downgrade of one Union Admin Assistant position at Sergeant pay to a Deputy position and one upgrade of a Union Admin Assistant position currently at Sergeant pay to Captain pay for Aircraft pilot duties. The net change will result in an estimated annual savings of \$7,500.

SEE ATTACHMENTS ON PAGES 233 - 233

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (l).Consider and approve budget transfer - Constable Pct 1 - purchase of barcode scanners for Tyler Tech system.

SEE ATTACHMENTS ON PAGES 234 - 234

120-3065-425-1005	EXTRA HELP		\$900.00
120-3065-425-3084	MINOR EQUIPMENT	\$900.00	

Motion by: Sinegal

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (m).Consider and approve budget transfer - Constable Pct 6 - purchase of barcode scanners for Tyler Tech system.

SEE ATTACHMENTS ON PAGES 235 - 235

120-3070-425-4011	EQUIPMENT- MISCELLANEOUS		\$356.00
120-3070-425-3084	MINOR EQUIPMENT	\$356.00	

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

- (n).Consider and approve budget transfer - Mid-County Maintenance - additional cost for trash service and other contractual services.

SEE ATTACHMENTS ON PAGES 236 - 236

120-6085-416-4056	ELECTRICITY		\$500.00
120-6085-416-5077	CONTRACTUAL SERVICE	\$500.00	

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

CONSTABLE PRECINCT 8:

- (a).Consider and possibly approve the hiring of Jamarcus Davis as a Deputy Constable with Constable Precinct 8 in accordance with Local Government Code (LGC) 86.011.

NO ATTACHMENTS

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

COUNTY CLERK:

- (a).Consider and possibly approve the selection of a vendor to supply election equipment funded by the Texas Secretary of State's RAVM (Reimbursement for Auditable Voting Machines) grant.

NO ATTACHMENTS

Motion by: Bush
Second by: Pierce
Abstained: Branick, Pierce, Bush, Sinegal, Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Consider, possibly approve, receive and file Annual Audit Report of Jefferson County Emergency Services District No. 3 pursuant to Sec. 775.082, Texas Health and Safety Code.

SEE ATTACHMENTS ON PAGES 237 - 274

Motion by: Pierce

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (b).Consider and possibly approve a Proclamation for 2022 SOC (Save Our Children)- Know Your County Courthouse Day.

SEE ATTACHMENTS ON PAGES 275 - 275

Motion by: Alfred

Second by: Branick

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (c).Consider and possibly approve the adoption of a Proclamation recognizing the Pioneering Women.

SEE ATTACHMENTS ON PAGES 276 - 276

Motion by: Alfred

Second by: Branick

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (d).Consider, possibly approve, receive and file an Order to Renew the Reinvestment Zone for Coastal Caverns, pursuant to Sec. 312.401 Texas Property Tax Code.

SEE ATTACHMENTS ON PAGES 277 - 284

Motion by: Pierce

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

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- (e). Consider, possibly approve, and authorize the County Judge to execute a U.S. Department of Energy Right of Entry for Survey and Assessment for four parcels of land located in the J.D. Murphree Wildlife Refuge to assess needs for the United States Corps of Engineers to complete work as part of the agreement with the Texas General Land Office and Jefferson County to utilize beneficial dredge material to restore degraded marsh on sites DACW63-9-22.

SEE ATTACHMENTS ON PAGES 285 - 291

Motion by: Pierce

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (f). Consider, possibly approve, and authorize the County Judge to execute, receive and file a Special Warranty Deed from John Corwin Horn and wife, Martha Jane Horn to Jefferson County as a donation, pursuant to Sec. 81.032, Texas Local Government Code, to grant an easement to cure drainage problems in Nome and China.

SEE ATTACHMENTS ON PAGES 292 - 301

Motion by: Pierce

Second by: Alfred

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a). Consider and possibly approve a Replat of a Portion of Lot 10, Theo. F. Koch Subdivision, Vol. 2, Page 113, J.C.M.R., into Lots 4-A and 4-B, part of the B.A. Vacocu League, Abstract No. 53. Property is located off of Englin Road and Shellhammer Road in Precinct #3. This plat is not within any ETJ and has met all of the Jefferson Counties platting requirements.

SEE ATTACHMENTS ON PAGES 302 - 302

Motion by: Pierce

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

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- (b). Consider and possibly approve the Preliminary Plat of Highland Village Phase 1A, Block 2, (Lots 27 – 12), Block 3, (Lots 1 – 9). Being a 4.2865 acre subdivision of a 385.53 acre tract Recorded in Doc. No. 2020018894 O.P.R.J.C.T. in the Alexander Horton Survey, A-20 Jefferson County, Texas. The subdivision is located off of State Highway 365 in Jefferson County in Precinct #1. Additionally, the subdivision partially located in the City of Nome City Limits and the City of Nome ETJ. This preliminary plat has met all of the County and City of Nome requirements.

SEE ATTACHMENTS ON PAGES 303 - 303

Motion by: Pierce

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

- (c). Execute, receive and file Utility Permit 08-U-22 to AT&T for the placement of fiber optic cable on Spurlock and N. 31st Street. This project is located in Precinct #2.

SEE ATTACHMENTS ON PAGES 304 - 314

Motion by: Pierce

Second by: Sinegal

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

JUVENILE PROBATION DEPARTMENT:

- (a). Receive and File the proposed Juvenile Probation and Detention Budget for FY 2023 in accordance with 140.004 Local Government Code.

SEE ATTACHMENTS ON PAGES 315 - 362

Motion by: Bush

Second by: Branick

In Favor: Branick, Pierce, Bush, Sinegal, Alfred

Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Regular, July 12, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, July 12, 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 Request for Proposal

July 12, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 22-038/MR), **Emergency Debris Monitoring Services for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.** Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and four (4) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom (4th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

PROPOSAL NAME: Emergency Debris Monitoring Services for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

PROPOSAL NUMBER: RFP 22-038/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, August 10, 2022

MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), 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.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this proposal.

Proposers are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

Beaumont Enterprise & Port Arthur News:
July 13th and July 20, 2022
Examiner July 21, 2022

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PROPOSAL SUBMITTAL CHECKLIST

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

- ☐ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- ☐ An acknowledgment and/or response to each section of the proposal.
- ☐ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- ☐ Identification of three (3) entities for which the Proposer is providing or has provided emergency debris monitoring services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☐ Completed and Signed FORM 1295.
- ☐ Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.
- ☐ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- ☐ **One (1) Original and four (4) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

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

Please read the "Proposal Submittal Checklist" included in this package.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for emergency debris monitoring services.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

1.13 VENDOR REGISTRATION: SAM (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.

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL 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 RFP PROPOSAL 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 7.

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

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		www.ethics.state.tx.us/File	
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 THE REC/REP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	<input type="checkbox"/> Controlling	<input type="checkbox"/> Intermediary
ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS WAS LISTED ON ITEM NO. 1 OF THIS FORM THAT WILL PROCEED FROM THE BID CONTRACT (PO)			
5 Check only if there is no interested Party. <input type="checkbox"/>		ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY 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_____. <div style="text-align: right;">(month) (year)</div>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
(ADD ADDITIONAL PAGES AS NECESSARY)			

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 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, a contract (executed in response to this Request for Proposal) 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 the contract 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 contract, 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.

1.16 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.17 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.18 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.

1.19 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Proposers.

1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly

the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

1.22 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.24 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies 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 services within the proper amount of time, and/or to properly perform any and all other requirements 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.

1.26 INSPECTIONS

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Proposer as inadequate.

1.27 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 LOSS, DAMAGE, OR CLAIM

The Proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County against all claims of loss or damage to the Proposer's and Jefferson County's property, equipment, and/or supplies.

1.29 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. **Any such relationship that might be perceived or represented as a conflict must be disclosed.** Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

Proposer and Proposer'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 the Proposer's performance under this agreement.

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 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 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 Definitions:

1.36.1.1 **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.

1.36.1.2 **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.

1.36.1.3 **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.

1.36.2 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.

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

1.36.4 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.

1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.36.5.1 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

1.36.5.2 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.

1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.36.7 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.

1.36.8 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.

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

1.36.9.1 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.

1.36.9.2 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.

1.36.9.3 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.

1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.36.9.4.2 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.

1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.36.9.6 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

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.36.10 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.

1.36.11 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.

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

Note: For proposal 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 Proposer(s) prior to the issuance of a Purchase Order.

SECTION 2: 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 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 (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County

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 50**.

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.”

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

Respondent is responsible for submitting: One (1) original and four (4) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

Respondent 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.

Responses 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

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

All submissions must be received by 11:00 am CT, Wednesday, August 10, 2022

Late responses will not be accepted and will be returned unopened to the Respondent.

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

RFP responses 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 RFP.

All 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 Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: mreeves@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 will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents 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.

3.2 PRE-PROPOSAL CONFERENCE

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Mistey Reeves, ASSISTANT PURCHASING AGENT** at: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **July 29, 2022.**

3.4 TENTATIVE SCHEDULE OF EVENTS

July 12, 2022	Issuance of Request for Proposal
August 10, 2022	Deadline Submission (late proposals will not be considered)
August 12, 2022	Proposals distributed to Evaluation Committee
August 23, 2022	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 45)
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for **(RFP 22-038/MR)** days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than **(90)** days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County. Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

<p>Failure by Proposer to include all listed items within these RFP specifications may result in the rejection of proposal by the County.</p>
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SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County is a coastal county and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, and hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the County to enter into an agreement for a term of one (1) year with an option to renew for (2) additional years with a firm to provide debris management and monitoring services as a result of a disaster.

Scope of Services: Debris Removal Monitoring

Staff Mobilization

The debris monitoring firm (Monitor) will be expected to mobilize within 3 days of a written notice to proceed with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff, such as lodging arrangements for key staff, are the responsibility of the Monitor.

Field Documentation of Work

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

Collection Monitoring of Rights-of-Way and Public Property Debris

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

Monitor Training

Monitor will provide training to all employees concerning safety, eligibility for reimbursement and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no

expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

Spot Checks and Auditing of Monitors

Monitor will provide roving monitors, field coordinators and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation and are working effectively with the debris removal contractor.

Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

Truck Certification

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

Quality Control/Quality Assurance

A QC/QA program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

DMS/Disposal Sites

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track and document hauling of reduced debris from DMS sites through final disposal, if applicable.

Data Management

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

Public Information Support

Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may

include assistance with press releases, public notices and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

Funding Support

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

Recovery Services

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

Pre-Storm Coordination

Monitor will be prepared to meet with the Owner once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the Owner immediately prior to a credible disaster threat. These meetings shall occur at no cost to the Owner and are meant to facilitate increased coordination of efforts, to discuss the Owner's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

Coordination Meetings with Contractor(s)

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

Contractor Damages

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

Status Reports

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

Contractual Requirements

The Owner is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to ensure that the entire debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program, Federal Highway Administration (FHWA) and state emergency management agency guidelines.

Respondent must meet the following general conditions:

- 1) be able to provide monitoring of the clean-up, removal, separation, reduction and disposal of debris as defined in the Scope of Services
- 2) be willing and capable of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- 3) be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- 4) be able to perform the Services and any other agreed to services in a timely manner, recognizing that the Owner desires to have this project completed within 30 days following completion of debris hauling and removal.

FEMA Mandated Contract Clauses:

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give

Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT 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.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

See also Request for Proposals at page 8, Section E.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply 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"). The Act provides that the contractor and subcontractor 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 GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) 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 AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract 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 CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall 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.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the

contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT,

CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

See also Request for Proposals at page 6, Section 14.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT 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 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 non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

See Request for Proposals at page 7, Section B.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

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

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

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, 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 AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) 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) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives. See also Requests for Proposals at page 24, Section 3.4, subparagraph 5.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

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

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.

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience.

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

1. Staff Mobilization
2. Field Documentation of Work
3. Collection Monitoring of Rights-of-Way and Public Property Debris
4. Monitor Training
5. Spot Checks and Auditing of Monitors
6. Project Mapping
7. Truck Certification
8. Quality Control/Quality Assurance
9. DMS/Disposal Sites
10. Data Management
11. Public Information Support

12. Funding Support
13. Recovery Services
14. Other Related Services
15. Pre-Storm Coordination
16. Safety Meetings and Monitoring Updates
17. Coordination Meetings with Contactor(s)
18. Contractor Damages
19. Status Reports

6.4 LAWS AND REGULATIONS

The Emergency Debris Monitoring Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

THE PROPOSAL EVALUATION AND SELECTION PROCESS IS DETAILED IN THIS SECTION, AS ARE OTHER FACTORS, AND THE FORMAT IN WHICH THE COST RESPONSE OF EACH PROPOSAL MUST BE SUBMITTED.

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 45 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 45 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

7.5 PROPOSAL EVALUATION CRITERIA:

a. REFERENCES – 25%

References on recent projects of similar size and scope. Including two projects over 500,000 C.Y.

b. PERSONNEL QUALIFICATIONS – 20%

Qualifications of firm and key staff.

c. EXPERIENCE – 20%

Diverse project experience including: RWO, C & D debris, marine debris, private property, structure demolition, and vessel removal.

d. CAPACITY TO RESPOND – 20%

Capacity to respond to major and catastrophic disasters, with few existing pre-event contracts within 500 miles of Jefferson County, Texas

e. FEE SCHEDULE – 15%

While this will be an import factor, it will be considered as just one factor in the evaluation and selection process.

COST PROPOSAL FORM: SAMPLE

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	
Signature:	
Title:	

Position	Hourly Rate
Project Manager	\$ ____ . ____
Operations Manager	\$ ____ . ____
Data Manager	\$ ____ . ____
GIS Analyst	\$ ____ . ____
Field Supervisor	\$ ____ . ____
Debris Site/Tower Monitors	\$ ____ . ____
Collection Monitor	\$ ____ . ____
Data Entry Clerk/Clerical	\$ ____ . ____
Billing/Invoice Analysts	\$ ____ . ____

REQUIRED FORM

Proposer: Please complete this form and include with Proposal Submission.

NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: _____
 Title: _____
 Date: _____

REQUIRED FORM

**Proposer: Please complete this form
and include with Proposal Submission.**

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

Proposer: Please complete this form
and include with Proposal Submission.

VENDOR REFERENCES FORM

Proposer: 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.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REQUIRED FORM

Proposer: Please complete this form
and include with Proposal submission.

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

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal 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 Request for Statements of Qualification, Conditions of RFP Response, 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 RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent 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 respond or not to respond thereon.

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM

**Proposer: Please complete this form
and include with Proposal 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

Name and Title of Contractor's Authorized Official (Please Print)

Date

REQUIRED FORM

**Proposer: Please complete this form
and include with Proposal Submission.**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	Report Type: _____ a. initial filing b. material change
Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known:		If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:
Congressional District, if known: 		Congressional District, if known:
Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable: _____
Federal Action Number, if known: 		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> 		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

REQUIRED FORM

Proposer: Please complete this form and include with Proposal Submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

 (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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).</small></p> <p><small>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.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold; font-size: small;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px; font-size: x-small;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(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.)</small> </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-top: 10px;"> <hr style="width: 200px; margin: 0 auto;"/> <small>Name of Officer</small> </div> <p><small>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.</small></p> <p><small>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</small></p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p><small>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?</small></p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p><small>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?</small></p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p><small>D. Describe each employment or business and family relationship with the local government officer named in this section.</small></p> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <hr style="width: 100%; margin: 0;"/> <small>Signature of vendor doing business with the governmental entity</small> </div> <div style="width: 45%;"> <hr style="width: 100%; margin: 0;"/> <small>Date</small> </div> </div> </div>		

Adopted 8/7/2015

REQUIRED FORM

Proposer: Please complete this form and include with Proposal Submission.

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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.</small></p>		OFFICE USE ONLY
1	Name of Local Government Officer 	Date Received
2	Office Held 	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code 	
4	Description of the nature and extent of employment or other business relationship with vendor named in Item 3 	
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). <div style="margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ </div> <p style="text-align: center; margin-top: 10px;">(attach additional forms as necessary)</p>	
6	AFFIDAVIT <p style="margin-left: 40px;"><small>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.</small></p> <div style="text-align: right; margin-top: 20px;"> _____ Signature of Local Government Officer </div> <p style="margin-top: 20px;">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> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____ Signature of officer administering oath</div> <div>_____ Printed name of officer administering oath</div> <div>_____ Title of officer administering oath</div> </div>	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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 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 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 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 contact within the Prime Contractor/Consultant's organization)? |
| <input 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 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 type="checkbox"/> Yes | <input type="checkbox"/> 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.

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

Proposer: Please complete this form and include with Proposal Submission.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/sub-consultants 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/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p 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/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM

**Proposer: Please complete this form
and include with Proposal 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): _____

Title:

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title:

Date: _____

E-mail address:

REQUIRED FORM

Proposer: Please complete this form and include with Proposal 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 RFP Respondent" refers to a person who is not a resident.
- (4) "Resident RFP Respondent" 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 _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.
- ☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
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**

* 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

Proposer: Please complete this form and include with Proposal Submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name) _____ (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

Date

On this _____ day of _____, 20____, personally appeared

_____, 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

Date

REQUIRED FORM

Proposer: Please complete this form and include with Proposal Submission.

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/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 2022

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

Notary Public

CITY, STATE, ZIP CODE

State of _____

() _____
TELEPHONE NUMBER

My Commission Expires: _____

REQUIRED FORM

**Proposer: Please complete this form
and include with Proposal Submission.**



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

July 12, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **IFB 22-041/MR Re-Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <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 Commissioners' Courtroom (4th 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:	Re-Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County
BID NUMBER:	IFB 22-041/MR
DUE BY TIME/DATE:	1:00 PM CT, Wednesday, August 3, 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 Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), 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.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

Beaumont Enterprise & Port Arthur News:
July 13th and July 20, 2022
Examiner: **July 21, 2022**

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BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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 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 CT to 4:00 pm CT, 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," common 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 requirement 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 INTEREST BY PUBLIC OFFICIALS.

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

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department will be the primary pre-bid contact for this Invitation for Bid, unless otherwise specified within these bid specifications. If not written within these specifications, Potential Bidders/Vendors shall not visit or conduct discussions with other County Departments or representatives.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives

authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

4.13 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 AND/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-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

SECTION 2: 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 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 29 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 46

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 applies 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.”

7. 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 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

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.

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

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.

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

BID PACKAGING: 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 1:00 9m CT, Wednesday, August 3, 2022

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

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

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.

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. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, ASSISTANT PURCHASING AGENT** at: mreeves@co.jefferson.tx.us

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **July 22, 2022**.

4. 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.

5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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

A sample of a completed FORM 1295 is included on **PAGE 29**.

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.”

Question: Will the date of birth and address provided appear on the TEC’s website when the form is filed?

Answer: No. 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. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have

a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

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 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		www.ethics.state.tx.us/File	
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/RFQ/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 INTERMEDIARY 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.

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

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

7. 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.

8. 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.

9. 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.

10. INSURANCE.

The contractor (including any and all subcontractors as defined in Section 11.1.3 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)

11. WORKERS' COMPENSATION INSURANCE**11.1 Definitions:**

11.1.1 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.

11.1.2 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.

11.1.3 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.

11.2 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.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

11.4 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.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 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

11.5.2 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.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 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.

- 11.8 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.
- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 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.
 - 11.9.2 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.
 - 11.9.3 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.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 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.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 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
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 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.
- 11.11 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.

BIDDER INFORMATION FORM

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

Bid Number & Name: IFB 22-041/MR Re-Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood
Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us. Please reference Bid Number: IFB 22-041/MR.

SCOPE OF PROJECT:

The intent of this invitation to bid and resulting contract is to obtain the services of qualified security firms/vendors to provide fire sprinkler, fire pump, kitchen hood suppression and halon 1301 suppression system inspections at various County locations for an annual term contract. Bidders may bid on any or all lots.

Annual Testing Service

- The Contractor shall make one regularly scheduled testing service call at twelve month intervals. **All testing and inspections shall be performed within ninety (90) days after contract award.** One copy of the annual inspection report shall be left at each site.
- The following services shall be performed:
 - Clean, adjust, and test all control equipment
 - Inspect and test outlying field equipment
 - Inspect and test to assure proper function of each device
- The regularly scheduled testing shall be established at a time mutually convenient to the County and Contractor. The Contractor shall give at least five days' notice. Some sites may require work to be performed on weekends or evening hours.
- The Contractor shall inform the County of any deficiencies to the system within 24 hours after test.
- The County shall provide a list of "Points of Contacts" for each destination to be tested.
- Within 120 days after contract award, the Contractor shall provide a list of all systems, types of equipment, installers, programmers, codes, numbers, zones and devices for each location including manufacturer, make and model number.
- Any material used under this section will be billed to the County at cost. The Contractor shall submit a copy of the invoice for the parts when submitting bill.
- **The Contractor shall train County employees in the operation, maintenance and overview of entire systems. This class shall be held at a site chosen by the County during normal business hours. The class shall be a minimum of six hours. The class shall be conducted by a qualified instructor knowledgeable in fire/burglar alarm repairs and maintenance. The Contractor shall submit a syllabus of said class, for approval, to the Purchasing Agent at least two weeks prior to class. Training certificates shall be provided to those attending all six hours of training.**
- The Contractor shall load test all batteries annually and replace as necessary and report all such replacements noting locations and reason for replacement. Contractor shall bill County for replacement batteries.

- The Contractor shall comply with all current local, state, federal code and regulations concerning the testing and maintenance of fire alarm systems.

Systems

Cooking Vent Hood Fire Suppression Systems: Semi-annually inspect and tag system.

Fire Pump Systems:

Fire Pumps: Annually inspect and conduct flow test of all fire pumps. Test as required.

Water Storage Tanks: Frequency and test method varies with type of tank.

Standpipe Systems:

Standpipe Fire Hoses: Semi-annually re-rack and replace gaskets. Every third year after installation, conduct pressure test (test pressure dependent on type of hose).

Fire Department Standpipe and Sprinkler Connections: Five (5) year inspection and flow test of all fire department connections, piping and check all valve assemblies.

Wet System: Inspect and flow test at required volume of water at design pressure for each zone of the system.

Dry System: Conduct hydrostatic test at 200 psi for two (2) hours or 50 psi over maximum working pressure on dry pipe standpipe systems and dry portions of wet pipe system.

Scheduling

Within thirty (30) days of award, the Contractor shall provide a proposed inspection schedule for all locations for approval by the designated representative of the Maintenance Department. Hours of service are from 8:00 am to 5:00 pm, Monday through Friday. All services and inspections shall be coordinated with the designated Jefferson County representative forty-eight (48) hours prior to arrival. A Jefferson County designated representative must sign all inspection and service reports after completion of work. All locations require an escort, which shall be designated by the Maintenance Department.

Inspection Reporting

Inspection reporting shall specifically identify each device inspected/tested, including type, building floor and location, zone, and rating (if applicable). Within ten (10) working days of the inspection, the Contractor shall provide a line item written proposal estimating the cost (labor and materials) to correct deficiencies noted in the report. Within one hundred twenty (120) days after contract award, the Contractor shall provide a list of all systems, types of equipment, installers, programmers, codes, numbers, zones, and devices for each location, including manufacturer, make, and model number.

Contractor Qualifications

The Contractor shall be fully licensed and accredited for the work performed as well as for Uniform Code (UC) standards 1971, 300 and 864 and be SCR (Sprinkler Certificate of Registration) licensed with the State Fire Marshall's Office. Copies of all applicable licenses and certificates should be provided with the bid. Forfeiture of any said license or certification during the term of this contract can be cause for immediate cancellation of contract. Proof of insurance shall be submitted with bid as required in Attachment E, Minimum Insurance Requirement.

Maintenance/Repair Service

- The contractor shall provide all materials and labor necessary to perform renovations, repairs, installation, or alteration of fire alarm systems to maintain the systems in good repair at all times as required by code. Contractor shall be prepared to work on all fire alarm systems at all County Owned and leased facilities. If the contractor requires a third party provider to complete the maintenance/repair, the hourly rates shall not exceed the fixed hourly rates provided by the contractor and billed through the contractor.
- The contractor shall respond to calls placed for emergency service within one (1) hour from receipt of notification from the County, unless otherwise instructed by the General Maintenance Manager or his authorized representative(s). The County will determine what constitutes an emergency (i.e., inability to reset an alarm at a critical care facility such as a detention center). **THE REQUIREMENT TO PROVIDE EMERGENCY REPAIRS MEANS THAT THE CONTRACTOR MUST HAVE A 24-HOUR POINT OF CONTACT (NAME AND PHONE NUMBER) AND THE CAPABILITY TO RESPOND TO THE SITE WITHIN ONE HOUR AFTER CONTACT IS MADE (AS STATED ABOVE).**
- The County shall provide a list of "Point of Contacts" for each destination to be serviced. All maintenance shall be scheduled through the Maintenance Superintendent, Greg Keller (835-8511) or his authorized representative(s).
- All work shall be scheduled at the convenience of the County as not to interfere with the County's conduct of business. An hourly rate for maintenance/repair service call shall be quoted. In the event the contractor is required to perform work other than Monday through Friday from 7:30 a.m. to 5:00 p.m., and emergency calls, contractor shall charge no more than 1½ times the fixed hourly rate for the individual performing the service. This rate shall only be charged with prior authorization from the General Maintenance Supervisor or his authorized representative(s) acting within their authority for the County.
- Man hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of contractor owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate. **The County shall accept no bid with a minimum charge stipulation.**
- The contractor shall comply with all current Jefferson County Code and Regulations concerning the testing and maintenance of fire alarm systems.
- In the event the contractor is unable to repair any alarm panel within a reasonable amount of time, the County may contact another firm to repair the problem and charge full increase in cost to the contractor.

Estimates

- Contractor shall provide written "Not to Exceed" estimates on all non-emergency projects over \$500.00. This estimate shall include the estimated number of hours, hourly rate, number and type of employees required, estimated material cost and completion date. Contractor shall respond to requests for estimates within two (2) days and provide written estimates within five (5) days of the original request.
- It shall be the contractor's responsibility to ensure they have all information to prepare accurate estimates.
- Non-emergency work shall only be performed with the authorization of the County General Maintenance Manager or his authorized representative(s). Upon authorization actual work shall not exceed the contractor's estimate unless special arrangements have been made prior to completion of the work.

- Materials shall be billed to the County at Contractor cost. Contractor shall supply upon invoicing their suppliers bill of materials.
- Unreasonable estimates shall be deemed cause to terminate this contract.

Locations/Equipment

The following is a list of locations where monitoring and maintenance services shall be required.
Actual equipment verification shall be the responsibility of the bidder.

Courthouse (Old Building)
 1149 Pearl Street
 Beaumont TX 77701
 Attn: Greg Keller
 (409)835-8511

Courthouse (New Building)
 1085 Pearl Street
 Beaumont TX 77701
 Attn: Greg Keller
 (409)835-8511

Annex I
 1225 Pearl Street
 Beaumont TX 77701
 Attn: Greg Keller
 (409)835-8511

Annex II
 1295 Pearl Street
 Beaumont TX 77701
 Attn: Greg Keller
 (409)835-8511

Sheriff's Department
 1001 Pearl Street
 Beaumont TX 77701
 Attn: Greg Keller
 (409)835-8511

Correctional Facility
 5030 Highway 69 South
 Beaumont TX 77705
 Attn: Capt. Kenneth Harrell
 (409)726-2500

Juvenile Probation
 5326 Highway 69 South
 Beaumont TX 77705
 Attn: Chief Ed Cockrell
 (409)722-7474

Jack Brooks Regional Airport
 5000 Jerry Ware Dr., Ste. 100
 Beaumont TX 77705
 Attn: Alex Rupp
 (409)719-4900

Subcourthouse
 709 Lakeshore Drive
 Port Arthur TX 77640
 Attn: Kenneth Shepard
 (409)983-8307

Road & Bridge, Precinct 2
 7759 Viterbo Road
 Beaumont TX 77705
 Attn: Mike Trahan
 (409)727-2173

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): _____, _____, _____, _____.

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

_____			For clarification of this offer, contact:	
Company Name			_____	
_____			Name & Title	
Address			_____	
_____			_____	
City	State	Zip	Phone	Fax
_____			_____	
Signature of Person Authorized to Sign			E-mail	
_____			_____	
Printed Name			_____	
_____			_____	
Title			_____	

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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. IFB 22-041/MR, Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County. 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:

<hr/>	<hr/>
Jeff R. Branick	Date
Jefferson County Judge	

ATTEST:

<hr/>
Laurie Leister
Jefferson County Clerk

BID FORM

Instructions: Bidder should complete the Unit Price below.
The Total Price will be calculated by Jefferson County upon award.

Item	Unit	Description	Unit Price
1	Semi Annually	Sprinkler Systems (Wet Pipe System Inspection)	\$
2	Semi Annually	Sprinkler Systems (Dry Pipe System Inspection)	\$
3	Semi Annually	Cooking Vent Hood Fire Suppression Systems	\$
4	Semi Annually	Halon 1301 System	\$
5	Annually	Fire Pump Systems (Fire Pump Flow Test to be performed after hours or weekends only)	\$
6	Semi Annually	Standpipe Systems	\$

Total \$ _____

Sprinkler Certificate of Registration (SCR) attached? Yes ☐ No ☐

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received _____
Addendum 2 _____ Date Received _____
Addendum 3 _____ Date Received _____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM

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

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: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

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.

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

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

Name and Title of Contractor's Authorized Official *(Please Print)*

Date

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><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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.</small></p>		OFFICE USE ONLY
1	Name of Local Government Officer	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
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).	
<div style="display: flex; justify-content: space-between;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <p style="text-align: center; margin-top: 10px;">(attach additional forms as necessary)</p>		
6	AFFIDAVIT	
<p><small>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.</small></p> <div style="text-align: right; margin-top: 20px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> <p style="margin: 0;">Signature of Local Government Officer</p> </div> <p style="margin-top: 20px;"><small>AFFIX NOTARY STAMP / SEAL ABOVE</small></p> <p style="margin-top: 10px;">Sworn to and subscribed before me, by the said _____, this the _____ day</p> <p style="margin-top: 10px;">of _____, 20_____, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;"><small>Signature of officer administering oath</small></div> <div style="width: 30%;"><small>Printed name of officer administering oath</small></div> <div style="width: 30%;"><small>Title of officer administering oath</small></div> </div>		

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 . . .?

- | | | |
|------------------------------|-----------------------------|---|
| <input 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 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 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 contact within the Prime Contractor/Consultant’s organization)? |
| <input 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 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 type="checkbox"/> Yes | <input type="checkbox"/> 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.**

_____ Printed Name of Authorized Representative	_____ Signature
_____ Title	_____ 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.

PAGE 53 OF 58

PAGE 54 OF 58

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 _____ [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.):		
Company Name submitting bid/proposal:		
Mailing address:		
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**

* 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, _____, the undersigned representative of (company or business name) _____ (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

Date

On this _____ day of _____, 20____, personally appeared _____, 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

Date

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

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/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 _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

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

"I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(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: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20____.

Notary Public in and for
the State of _____

REQUIRED FORM

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



Thursday, May 19, 2022

Misety Reeves
Jefferson County Sheriff's Office
Jefferson County, Texas

Dear Customer,

This letter is to inform the Jefferson County Sheriff's Office that PRIDE Enterprises is no longer stocking the Orange EVA Slip On Shoe, Item #286801.

Sincerely,

John McCleese
PRIDE Sewn, Admin



7925 Purfoy Rd, Fuquay-Varina NC 27526

Customer Service 1-800-334-9880 Fax: 800-322-7537
Fed I.D. # 56-1558062

Quote

#EST0040080

05/04/2022

Ship To

Jefferson Cnty Corr Facility
5030 Highway 69 S
Beaumont
TX 77705-1258
United States

Bill To

Jefferson Cnty Auditors Ofc
1149 Pearl St Fl 7
Beaumont
TX 77701-3638
United States

TOTAL

\$13,322.60

Expires: 08/01/2022

Expires

08/01/2022

Requestor

JEFTX11 : JEFTX13 : Mistey
Reeves

Sales Rep

Kandi Weir

Customer

JEFTX11 : JEFTX13

Quantity	Item	Customer Price	UOM	Extended Price
25	NEVA-OR-S Clogs, NEVA, Orange, S (5-6) - 12pr/cs	\$45.94	C12	\$1,148.50
60	NEVA-OR-M Clogs, NEVA, Orange, M (7-8) - 12pr/cs	\$45.94	C12	\$2,756.40
90	NEVA-OR-L Clogs, NEVA, Orange, L (9-10) - 12pr/cs	\$45.94	C12	\$4,134.60
90	NEVA-OR-2XL Clogs, NEVA, Orange, 2XL (13-14) - 12pr/cs	\$45.94	C12	\$4,134.60
25	NEVA-OR-3XL Clogs, NEVA, Orange, 3XL (15-16) - 12pr/cs	\$45.94	C12	\$1,148.50

Subtotal \$13,322.60

Shipping Cost \$0.00

Handling Cost \$0.00

Tax Total \$0.00

Total \$13,322.60

When placing your order, please refer to this quote number.

BBC reserves the right to evaluate and change pricing if quantities are adjusted and/or if this quote expiration date has passed



EST0040080



07/05/2022

Mistey Reeves,

On behalf of Bob Barker Company and Ryan McNeill, we will honor the pricing from Quote (EST0040080) dated 5/4/2022 – 8/1/2022 for Item# NEVA-OR-(SIZE) at \$45.94/PR, through the end of the contract period that expires on January 4, 2023.

Thank you,

A handwritten signature in black ink, appearing to read "Sabrina Henner".

Sabrina Henner
Contract Specialist
Bob Barker Company
1-800-334-9880



7025 Industrial Park Rd
Mt Pleasant, TN 38474
888.376.1205
www.victorysupplyinc.com

6/28/2022

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

RE: Renewal and Pricing Adjustment Contract # IFB 19-030/YS

Ms. Reeves,

Please accept this letter as indication of our desire to renew the contract for Inmate Clothing and Supplies, as well as explanation of our intent to increase the pricing of the items on contract. We are asking for an increase in prices due to unprecedented increases in our costs. Over the past year or so, overseas freight costs have nearly tripled, and the cost of yarn has doubled on cotton and polyester. We have absorbed much of these increases to the best of our ability but are unable to offset the entire amount. Please see proposed new pricing on the attached page.

We truly appreciate the County's business, and again, we have made every attempt to absorb as much of the increases as possible for minimal impact to the County. Should you have any questions or need any clarification, do not hesitate to reach out. I am happy to provide any additional information you may need. You may reach me at the contact information below. Again, thank you very much for your continued business, we truly appreciate it!

Sincerely,

Michael Redfern

Michael Redfern

Bids Manager- Victory Supply LLC



Fine Cotton Textiles

28th June 2022

This is to confirm that we have raised the pricing to Victory Supply steadily over the last year on uniforms, jackets, mattress covers etc. a total of 20-30% depending on the item. While we hope for prices to recede in the future, we have not seen the decrease in cotton costs we have hoped. Further, polyester costs have also increased due to the price of oil. These are just a few of the many factors contributing to the escalating costs.

Please let me know if you have any questions.

Sincerely,

Abdullah Daniyal
Director Operations

Ph : 92-21-35091891-3-4
Fax : 92-21-35091892

Email: safdarali@finecottontextiles.com
B-237, Ibrahim Haydry Road, Korangi Creek Karachi 74900, Pakistan.

www.finecottontextiles.com

CONTRACT RENEWAL FOR IFB 19-030/YS
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR
JEFFERSON COUNTY

The County entered into a contract with Victory Supply, LLC for one (1) year, from July 15, 2019 to July 14, 2020, with an option to renew the contract for up to a five (5) year period.

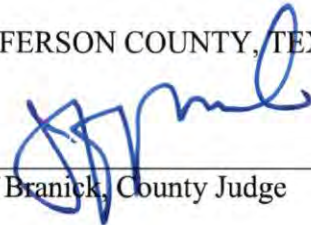
Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from July 12, 2022 to July 11, 2023.

ATTEST:



Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS



Jeff Branick, County Judge



CONTRACTOR:
Victory Supply, LLC



(Name)

<u>Victory Supply LLC - Inmate Clothing and Supplies for</u> <u>Jefferson County</u> <u>IFB 19-030/YS</u>			
Item Description	UOM	Current Price	New Price
Inmate Jackets (lined)			
3X-L	EA	\$18.44	\$21.97
4X-L	EA	\$18.44	\$21.97
5X-L	EA	\$18.44	\$21.97
6X-L	EA	\$18.44	\$21.97
Mattress Cover Heavy Weight Twill, off-white 30"x75"x6"	EA	\$ 6.97	\$ 9.24



June 29th, 2022

Jefferson County
Inmate Clothing and Supplies
Renewal 3 of 4
Request for Pricing Increase

Attn: Mistey Reeves – Asst. Purchasing Agent

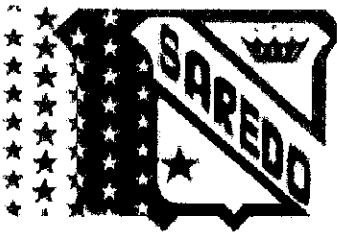
On behalf of Bob Barker Company, Inc., I am writing to request an increase in contract pricing for the 2022-2023 term for Inmate Clothing and Supplies with Jefferson County. The reason that we are requesting this increase is due to the many cost increases that we have incurred from our manufacturers, as well as on materials for items that we manufacture in house, over the past several years during this contract. Not only have items and materials increased in cost, we have seen many spikes in freight costs over the past couple of years, as well. With that being said, it has become impossible to hold the prices from the previous term for the 2022-2023 renewal term. We are requesting a 15% increase on all jumpsuits and laundry bags. This will help cover the cost of the increases we have taken on for these items from our manufacturer. We are requesting a 20% increase on the mattresses due to the cost increases in materials, as well as the hefty freight charges that we incur when shipping items of this size through out freight carriers. Included with this letter, I have sent two cost increase letters for uniforms and mattresses to show the increase for just 2022 that we have seen so far.

We do appreciate the efforts from the county in evaluating our proposal for an increase and hope that we will be able to work together to continue this contract in a way which works for both Bob Barker Company and Jefferson County. If you should have any questions or need any further information for determination, please do not hesitate to reach out. Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Ryan McNeill".

Ryan McNeill
Contract Specialist
Bob Barker Company, Inc.
RyanMcNeill@BobBarker.com
(P): 800-334-9880
(F): 800-322-7537
www.BobBarker.com



Saredo Douglas S de RL de CV

Boulevard a San Luis Potosí #409 A, Solidaridad | Sec Aguascalientes, Ags. Méx. CP 20196
Tels: (449) 9636310 al 12 ventas@saredo.com.mx

Dear Customer Bob Barker Co. Inc.
Letter price increases on our products.

Recently, we have been affected by an increase in our raw materials, so we are forced to increase our prices on our uniforms.

Globally, in recent months, the cost of the raw materials, such as cotton, polyester, energy, natural gas and labor, for the production of fabrics, as well as other factors that indirectly such as logistics, freight costs, external services, we see ourselves in the need to increase the cost of our uniforms products that we provide to you.

Fabric cost	15%-20%
Freight increases	40%
Energy cost/ gas cost	20%
Trims and packing	15% to 20%

For any extra information, we will be glad to send you a proof of this.

Sincerely



Ing. Jaime Salceda Reyes

Sales Manager

Saredo Douglas S de RL de CV



June 9, 2022

Re: Rising Cost of Vinyl Products (Mattresses, Shower Curtains & Pillows)

To Whom It May Concern:

Due to the continued increase in raw materials and freight costs, Bob Barker Company's Vinyl Manufacturing Plant has experienced a 12% increase in the cost of our mattresses.

Raw materials are petroleum based, therefore as the price of petroleum increases, so do our materials. Below are the increases we have experienced over the last 12 months.

Most fabrics have increased 10%

Most cores, including poly, cotton, and foam, have increased 12%

Most corrugate boxes have increased 15%

These are the larger increases, we also experience increases in our operating supplies, such as thread, grommets, and labels.

Due to proprietary information, we do not share our outside suppliers, but we do negotiate these rates down from the initial request.

Please advise if you have any questions or concerns.

Ashlee Juneau
Senior Associate Product Manager
ashleejuneau@bobbarker.com

CONTRACT RENEWAL FOR IFB 19-030/YS
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR
JEFFERSON COUNTY

The County entered into a contract with Bob Barker Company, Inc. for one (1) year, from July 15, 2019 to July 14, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from July 12, 2022 to July 11, 2023.

ATTEST:



Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

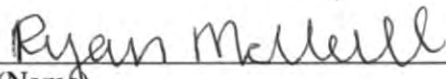


Jeff Branick, County Judge



CONTRACTOR:

Bob Barker Company, Inc.



(Name)

Item	Current Price	New Proposed Price	Percent Increase	Notes
Small Jumpsuit	\$ 12.48	\$ 14.35	15%	
Medium Jumpsuit	\$ 12.48	\$ 14.35	15%	
Large Jumpsuit	\$ 12.48	\$ 14.35	15%	
XL Jumpsuit	\$ 12.48	\$ 14.25	15%	
2XL Jumpsuit	\$ 12.48	\$ 14.35	15%	
3XL Jumpsuit	\$ 13.39	\$ 14.35	15%	
4XL Jumpsuit	\$ 13.39	\$ 15.40	15%	
5XL Jumpsuit	\$ 13.39	\$ 15.40	15%	Only sold per case of 6
6XL Jumpsuit	\$ 13.39	\$ 15.40	15%	
7XL Jumpsuit	\$ 15.49	\$ 17.81	15%	Only sold per case of 6
8XL Jumpsuit	\$ 15.49	\$ 17.81	15%	
9XL Jumpsuit	\$ 15.49	\$ 17.81	15%	Only sold per case of 6
10XL Jumpsuit	\$ 15.49	\$ 17.81	15%	Only sold per case of 7
11XL Jumpsuit	\$ 18.64	\$ 21.44	15%	Only sold per case of 8
12XL Jumpsuit	\$ 18.64	\$ 21.44	15%	Only sold per case of 9
13XL Jumpsuit	\$ 18.64	\$ 21.44	15%	Only sold per case of 10
14XL Jumpsuit	\$ 19.85	\$ 22.83	15%	Only sold per case of 11
15XL Jumpsuit	\$ 21.00	\$ 24.15	15%	Only sold per case of 12
Laundry Bags	\$ 19.44	\$ 22.36	15%	
Mattress	\$ 37.78	\$ 45.35	20%	

Mistey Reeves

From: carolinatextiles@netzero.net on behalf of carolinatextiles@netzero.com
Sent: Monday, June 13, 2022 11:47 AM
To: mreeves@co.jefferson.tx.us
Subject: Re: Contract Renewal Letter

can not renew, i retired june 1 thanks bob jones

----- Original Message -----

From: "Mistey Reeves" <mreeves@co.jefferson.tx.us>
To: <carolinatextiles@netzero.com>
Subject: Contract Renewal Letter
Date: Mon, 13 Jun 2022 11:01:35 -0500

Mr. Jones,

Please see the attached Contract Renewal Letter. Please sign the letter in blue ink and return it to me. I will notify you when it is approved through Commissioner's Court.

Thanks,

Mistey Reeves

Asst. Purchasing Agent

Jefferson County Purchasing Department

Phone: 409-835-8693

Fax: 409-835-8456

mreeves@co.jefferson.tx.us

Mistey Reeves

From: Jennifer J <biddesk@icswaco.com>
Sent: Wednesday, June 15, 2022 3:31 PM
To: Mistey Reeves
Cc: Eryn; Michelle
Subject: RE: Jefferson County, TX- Contract Renewal Letter

Misty,

Unfortunately, at this time the majority of our vendors and manufacturers are not honoring pricing for more than a 30-60 day time period. Our base cost pricing has become much too volatile to maintain contracts for an additional year term.

As much as we would like to continue our contracted business with Jefferson County, the current unpredictable market is not permitting us to lock down pricing over a 60 day time period. Every month price increases are being passed along to us from our vendors and manufacturers.

We truly appreciate you giving us the opportunity and should you need anything else, please do not hesitate to reach out to us!

Thank you again.



Jennifer
Jennifer Johnson
Bid Manager

ICS Jail Supplies, Inc.
Supplying Jails Since 1985!!!
 Waco, Texas
 1-800-524-5427 ext. 106

We have a GSA Contract GS-07F-0552U. Does your facility qualify to order under GSA? [Click here to find out.](#)
 BuyBoard Contract #669-22
 DUNS #14-816-1193
 NCTRCA SBE Certification #WMSB12517N1121

***This email and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please immediately notify by replying to this email and delete the original message.

From: Mistey Reeves [mailto:mreeves@co.jefferson.tx.us]
Sent: Wednesday, June 15, 2022 10:46 AM
To: Jennifer J <biddesk@icswaco.com>
Cc: Eryn <sales403@icswaco.com>; Michelle <mmarkum@icswaco.com>

**CONTRACT RENEWAL FOR IFB 18-052/YS
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Sanitary Supply for one (1) year, from November 19, 2018 to November 18, 2019, with an option to renew the contract for up to a five (5) year period.

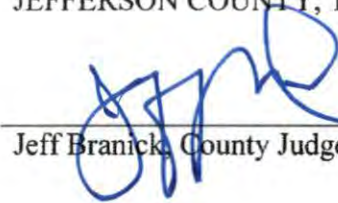
Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from November 16, 2021 to November 15, 2022.

ATTEST:



Laurie Leister, Interim County Clerk

JEFFERSON COUNTY, TEXAS




Jeff Branick, County Judge



CONTRACTOR:

Sanitary Supply


(Name)

Current Pricing

IFB 18-052/YS

Term Contract for Catalog Pricing for Janitorial Supplies

Awarded: November 19, 2018

Renewal 1: 11/18/2019-11/17/2020

Renewal 2: 11/17/2020-11/16/2021

updated: 11/19/2021

	Catalog Discount
Auto-Chlor Services, LLC	Submitted Pricing is 10% below list
Certified Laboratories	10%
ICS Jail Supplies	5%
Interboro Packaging Corp.	50%
Matera Paper Co.	25%
Sanitary Supply Co.	20%
Supply Works—The Home Depot Pro	15%
Unipak Corp	8%

Auto-Chlor Services, LLC

500 Dakin Street

Jefferson LA 70121

attn: E. Douglas Carlton

doug.c@acs-llc.net

ph: 504-219-2170

fx: 504-219-2185

Matera Paper

1809 Britmore Road

Houston TX 77043

attn: Lindy Hebert

LindyHebert@MateraPaper.com

ph: 409-720-8148

fx: 713-694-9366

Certified Laboratories

2727 Chemsearch Blvd

Irving TX 75062

attn: Toni Boyd

CertifiedLabs.BidDepartment@nch.com

ph: 972-438-0563

fx: 972-438-0634

Sanitary Supply Co.

6790 College Street

Beaumont TX 77707

attn: David Henderson

sanitary@swbell.net

ph: 409-866-2305

fx: 409-866-8959

ICS Jail Supplies, Inc.

PO Box 21056
Waco TX 76702
attn: Lacy Key
bids@icswaco.com
ph: 800-524-5427
fx: 254-751-0299

Interboro Packaging Corp.

114 Bracken
Montgomery NY 12549-2600
attn: Abraham Jennings
interboro@frontiernet.net
ph: 845-782-6800
fx: 845-781-2450

~~Supply Works~~—The Home Depot Pro

3915 Twin City Highway
Port Arthur TX 77642
attn: Phil Owens
phil.owens@supplyworks.com
ph: 409-540-0592
fx: 409-962-4982

Unipak Corp

PO Box 300027
Brooklyn NY 11230
attn: Brian Marcus
unipakcorp@aol.com
ph: 888-808-5120 or 718-677-5120
fx: 718-677-9371

**CONTRACT RENEWAL FOR IFB 19-040/YS
TERM CONTRACT FOR ROAD BUILDING MATERIAL FOR
JEFFERSON COUNTY**

The County entered into a contract with Gulf Coast, a CRH Company for one (1) year, from September 9, 2019 to September 8, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from September 8, 2021 to September 7, 2022.

ATTEST:

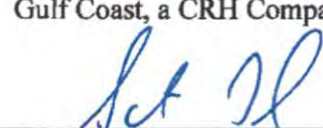

Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
Gulf Coast, a CRH Company


(Name)

With adjusted pricing per attached.



A CRH COMPANY

P.O. Box 20779
Beaumont, TX 77720
Phone: (409) 866-1444

July 1, 2022

Jefferson County,

Effective immediately, Gulf Coast is implementing a price increase for all hot mix asphalt materials in our Beaumont, Texas and Jasper, Texas Markets. This action is driven by recent cost increases to key components, namely aggregates and liquid asphalt, necessary to produce hot mix asphalt.

New projects will be quoted at the increased prices if the quote is accepted within the terms and conditions. Additionally, all projects under contract will be invoiced in accordance with the executed purchase order agreement. Please contact your sales representatives for specific details and to answer any questions associated with the price increases.

Gulf Coast remains fully committed to delivering the highest quality asphalt materials and outstanding customer service to our valued customers. We appreciate your business and look forward to building lasting relationships as we continue to serve all your asphalt material needs.

Sincerely,

Brian Miller
Materials Manager

Gulf Coast



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

IFB 19-040/YS

Term Contract for Road Building Materials for Jefferson County

Awarded: September 9, 2019

Renewal 1: 9/8/2020 – 9/7/2021

Renewal 2: 9/8/2021 – 9/7/2022

Updated 9/21/2020

CURRENT PRICING

1A. Rock Asphalt - Truck Delivery

(Price per ton, FOB, delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

Vulcan Construction Materials LLC

A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments		China Rd	Viterbo Rd	Boyt Rd
1	Item 302 Type PB Gr 3	84.90	85.22	85.06
2	Item 302 Type PB Gr 4	84.90	85.22	85.06
3	Item 302 Type PB Gr 4S	84.90	85.22	85.06
*minimum 24 ton delivery				

1B. Rock Asphalt - Truck Delivery

(Price per ton, FOB delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

Vulcan Construction Materials LLC

A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments		Rosedale	LaBelle	Hamshire	Hebert
1	Item 302 Type PB Gr 3	84.42	82.02	84.74	84.42
2	Item 302 Type PB Gr 4	84.42	82.02	84.74	84.42
3	Item 302 Type PB Gr 4S	84.42	82.02	84.74	84.42
*minimum 24 ton delivery					

1C. Rock Asphalt - Railroad Delivery
(Price per ton, FOB Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

		Vulcan Construction Materials LLC		
A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments		China Rd.	Viterbo Rd.	Boyt Rd.
1	Item 302 Type PB Gr 3	66.34	66.34	66.34
2	Item 302 Type PB Gr 4	66.34	66.34	66.34
3	Item 302 Type PB Gr 4S	66.34	66.34	66.34

1D. Rock Asphalt - Railroad Delivery
(Price per ton, FOB Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed)

		Vulcan Construction Materials LLC			
A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments		Rosedale	LaBelle	Hamshire	Hebert
1	Item 302 Type PB Gr 3	66.34	66.34	66.34	66.34
2	Item 302 Type PB Gr 4	66.34	66.34	66.34	66.34
3	Item 302 Type PB Gr 4S	66.34	66.34	66.34	66.34
		*minimum 4000 ton delivery			

2. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10)

A. Truck Delivery - Prices FOB Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. Flexible Base - Price per ton delivered from Vendor's hopper to job site. Bidder shall supply material from location closest to the County project site.

		Vulcan Construction Materials LLC	
		Price per ton, tandem dump	Price per ton, trailer
1.	1 -10 miles	28.00	28.00
2.	11 - 20 miles	29.00	29.00
3.	21- 30 miles	30.50	30.50
4.	31 + miles	36.00	36.00

B. Hopper Pick-Up		Vulcan Construction Materials LLC	
Location		Address	Price per ton FOB truck shipping point
1. Beaumont		1399 Carroll Street	22.50
2. Port Neches			No Bid
3. Port Arthur			No Bid
4. Other			No Bid
5. Other			No Bid
Hours of Hopper Operation:		7 am - 5 pm *minimum 24 ton delivery	

3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery-Prices FOB Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. Patching Material-Price per ton delivered from Vendor's hopper to job site. Bidder shall apply material from location closest to the County project site.		Gulf Coast	
		Price per ton, tandem dump	Price per ton, trailer
1. 1 - 10 miles	95.00	95.00	
	104.00	104.00	
2. 11 - 20 miles	97.70	97.70	
	106.00	106.00	
3. 21 - 30 miles	100.85	100.85	
	110.00	110.00	
4. 31+ miles	103.20	103.20	
	113.00	113.00	
B. Hopper Pick-Up		Gulf Coast	
Location	Address	Price per ton FOB truck shipping point	
1. Beaumont	860 Pine Street	90.00 97.00	
2. Port Neches		No Bid	
3. Port Arthur		No Bid	
4. Other		No Bid	
5. Other		No Bid	
Hours of Hopper Operation:		Mon-Fri, 7am-4pm	

4A. Cement Stabilized Base - Truck Delivery (price per ton, FOB delivered Jefferson County Precinct Service Center with freight prepaid and allowed)

A-1. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	45.00	44.00	44.50		
	59.00	59.00	59.00		
A-2. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	45.00	44.50	45.00	44.50	44.50
	No Bid	59.00	59.00	59.00	59.00
B-1. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	48.00	47.00	47.50		
	62.00	62.00	62.00		
B-2. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	48.00	47.50	48.00	47.50	47.50
	No Bid	62.00	62.00	62.00	62.00
C-1. Item 276, Plant Mix, Crushed Stone, 3 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	54.00	53.00	53.50		
	70.00	70.00	70.00		
C-2. Item 276, Plant Mix, Crushed Stone, 3 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	54.00	53.50	54.00	53.50	53.50
	No Bid	70.00	70.00	70.00	70.00
D-1. Item 276, Plant Mix, Crushed Stone, 4 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	60.00	59.00	59.50		
	78.00	78.00	78.00		
D-2. Item 276, Plant Mix, Crushed Stone, 4 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	60.00	59.50	60.00	59.50	59.50
	No Bid	78.00	78.00	78.00	78.00
E-1. Item 401, Flowable Backfill, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	92.00	92.00	92.00		
	112.00/cy	112.00/cy	112.00/cy		
Martin Marietta Materials, Inc.					

E-2. Item 401, Flowable Backfill, 1-1/2 sack/ton	Hebert	Rosedale	LaBelle	Hamshire	Hebert
		92.00	92.00	92.00	92.00
	No Bid	112.00/cy	112.00/cy	112.00/cy	112.00/cy
F-1. Item 401, Flowable Backfill, 2 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	95.00	95.00	95.00		
	116.00/cy	116.00/cy	116.00/cy		
F-2. Item 401, Flowable Backfill, 2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
		95.00	95.00	95.00	95.00
	No Bid	116.00/cy	116.00/cy	116.00/cy	116.00/cy

4A. Cement Stabilized Base - Truck Delivery (continued) (price per ton, FOB delivered Jefferson County Precinct Service Center with freight prepaid and allowed)

G-1. Item 401, Flowable Backfill, 3 sack/ton	Martin Marietta Materials, Inc.		
	China Rd	Viterbo Rd	Boyt Rd
	101.00 124.00/cy	101.00 124.00/cy	101.00 124.00/cy

G-2. Item 401, Flowable Backfill, 3 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	101.00 No Bid	101.00 124.00/cy	101.00 124.00/cy	101.00 124.00/cy	101.00 124.00/cy

H-1. Item 401, Flowable Backfill, 4 sack/ton	Martin Marietta Materials, Inc.		
	China Rd	Viterbo Rd	Boyt Rd
	107.00 132.00/cy	107.00 132.00/cy	107.00 132.00/cy

H-2. Item 401, Flowable Backfill, 4 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	107.00 No Bid	107.00 132.00/cy	107.00 132.00/cy	107.00 132.00/cy	107.00 132.00/cy

4B. Cement Stabilized Base – Hopper Pick Up

A. Item 276, Plant Mix, Crushed Stone, 1-1/2 sack/ton	Martin Marietta Materials, Inc.	
	Address	Price per ton FOB truck shipping point
1. Beaumont	2525 Dollinger	39.00 49.00
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid

Martin Marietta Materials, Inc.		
B. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Address	Price per ton FOB truck shipping point
1. Beaumont	2525 Dollinger	42.00 52.00
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid

Martin Marietta Materials, Inc.		
C. Item 401, Flowable Backfill, 1-1/2 sack/ton	Address	Price per ton FOB truck shipping point
1. Beaumont	2525 Dollinger	88.00 108.00/cy
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid

4B. Cement Stabilized Base - Hopper Pick Up (continued)

Martin Marietta Materials, Inc.		
D. Item 401, Flowable Backfill, 2 sack/ton	Address	Price per ton FOB truck shipping point
1. Beaumont		91.00 112.00/cy
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid

Martin Marietta Materials, Inc.		
E. Item 401, Flowable Backfill, 3 sack/ton	Address	Price per ton FOB truck shipping point
1. Beaumont		97.00 120.00/cy
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid

5. Hot Mix Asphaltic Concrete Pavement - Hopper Pick-Up

A. Item 340 TY D	Gulf Coast		LD Construction	
Location	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
1. Beaumont	860 Pine Street	63.50	2360 Dollinger	58.75

		86.50		72.75
2. Port Neches		No Bid		No Bid
3. Port Arthur		No Bid		No Bid
4. Other		No Bid		No Bid
5. Other		No Bid		No Bid
Hours of Hopper Operation:	Mon-Fri, 7 am - 4 pm			

B. Item 340 TY D - Anti Stripping Agent shall be added if required by design mix

	Gulf Coast		LD Construction	
Location	Address	Price per ton FOB truck shipping point	Address	Price per ton FOB truck shipping point
1. Beaumont	860 Pine Street	63.50 86.50	2360 Dollinger	58.75
2. Port Neches		No Bid		No Bid
3. Port Arthur		No Bid		No Bid
4. Other		No Bid		No Bid
5. Other		No Bid		No Bid
Hours of Hopper Operation:	Mon-Fri, 7 am - 4 pm			

6. Hot Mix Cold Laid Asphaltic Concret Pavement - Hopper Pick-Up

A. Item 334, Type D	Gulf Coast	
Location	Address	Price per ton FOB truck shipping point
1. Beaumont	860 Pine Street	73.50 88.00
2. Port Neches		No Bid
3. Port Arthur		No Bid
4. Other		No Bid
5. Other		No Bid
Hours of Hopper Operation:	Mon-Fri, 7 am - 4 pm	

7. Concrete Structures - Truck Delivery

A. Delivered to Job Site, Jefferson County, price per ton FOB truck shipping point	Martin Marietta Materials, Inc.
1. Item 421 Class A	98.00 141.00/cy
2. Item 421 Class B	94.00 137.00/cy
3. Item 421 Class S	102.00 147.00/cy

Gulf Coast, a CRH Company

PO Box 20779

Beaumont TX 77720

attn: Brian Miller

Brian.Miller@gc-texas.com

ph: 409-284-2600 or 409-866-1444

fx: 409-866-1032

Martin Marietta Materials, Inc.

5675 Fannett Road

Beaumont TX 77705

attn: Bill Kelley

william.kelley@martinmarietta.com

ph: 658-7791

fx: 409-654-3312

LD Construction

148 South Dowlen Road, PHB 694

Beaumont TX 77707

attn: Troy Dodson

troy.ldconstruction@gmail.com

ph: 409-656-4161

fx: 409-866-4447

Vulcan Construction Materials LLC

PO Box 791550

San Antonio TX 78279

attn: Jeff Harris

vulcantxquotes@vmcmail.com

ph: 210-524-3512

fx: 210-524-3555



PO Box 2233 Beaumont TX 77704
Office: (409) 840-5223 Fax (409)840-5205
maverickinc.com

Firm Quote

Date:	Estimate Number:
6/20/2022	13556
	Maverick Job No:
	Customer PO No:
	Pending

Submitted To:

Jefferson County Auditors Office
Attn: Accounts Payable
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

File Name:	Customer Contact:
Courthouse Additional Drops	John Ferrara
Job Description:	Quantity:
<p>This Estimate is based on Maverick Communications installing one hundred twenty three (123) additional drops that exceeded the estimated nine hundred (900) drops originally quoted. These drops will be located on the Second Floor for of the "New" Courthouse (County Clerk, District Clerk, JP1-1, JP1-2, Criminal Court areas, Annex 1, Sheriff Office, and the Jail. Fiber to supply all drops with network service has already been installed on the original job. All drops will be routed, terminated on each end, tested, and labeled accordingly. A new rack will be installed on the Second Floor of the Sheriff Office. All work is priced to be performed during normal business hours.</p> <p>Note: If any additional drops are needed other than ones listed above will be done at \$275.00 per drop.</p>	
Category 6 NETWORK CABLE	21
Category 6 White Keystone Jacks	130
IV LATCH DUCT PANDUIT P/FT	75
Surface Mount Box - White: M102-262	85
Category 6 Rack Mount Patch Panels	7
Miscellaneous Small Parts (Supports, anchors, ect.)	1
Labor Charge - Tech (S/T Rate)	313
Acceptance of Estimate - The above prices, specifications, conditions and attachments are satisfactory and are hereby accepted. Maverick is authorized to do the work as specified.	Subtotal: \$36,628.60
* Material pricing is good for 30 days from date of estimate.	Sales Tax: (8.25%) \$0.00
Without regard to any other provision of this Agreement, Owner shall be liable to Contractor for additional costs incurred by Contractor as the result of any increase in the rate of an applicable state or local sales, excise or use tax that occurs after the effective date of this Agreement.	Total: \$36,628.60

Customer

Signature: _____

Date of

Acceptance: _____

Agreement 22-042/DC

Connecting Life

Rest assured, you've come to the right place. Sorenson is the nation's largest provider of captioning and interpreting services. With over 100 brick & mortar locations across the US and Canada and a robust team of remote providers, Sorenson has everything you need to provide successful communication access.



General Terms and Conditions

Applicability.

1. These terms and conditions for services (these "Terms") are the only Terms that govern the provision of services by Sorenson Interpreting, a service of Sorenson Communications, LLC, a Utah Company with offices at 4192 S. Riverboat Road, Salt Lake City, UT 84123 ("SI") to Customer identified on page 5.
2. The accompanying Pricing Appendix (the "Pricing Appendix") that Sorenson may update in its sole discretion, as applicable, and these Terms (collectively, this "Agreement") comprise the entire Agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Pricing Appendix, these Terms shall govern.
3. These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.
4. The initial term of this Agreement shall be for one (1) year following the Effective Date (the "Term"). Thereafter, the Agreement shall automatically renew for additional one (1) year Terms until terminated. In addition to any remedies that may be provided under this Agreement, Sorenson may terminate this Agreement with immediate effect for convenience or for cause upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of the Terms of this Agreement, or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or Assignment for the benefit of creditors.



Scheduling

Confirmation of Services. SI accepts requests via the web at SCIS.com/request. Short-notice or urgent needs should be submitted by phone to 800-659-4783. SI accepts scheduling updates by phone or email at communityinterpreting@sorenson.com. Assignments are accepted only from Authorized Requestors identified on page 5 and entities in possession of the Customer's Client ID # (issued after this Agreement is returned). Each assigned Provider, per booking, will be confirmed via email to the Authorized Requestor. To ensure a timely response, same-day or urgent needs (including service requests, updates, and cancellations) must be submitted by phone. Incomplete requests may result in delayed service provision and/or may be declined without further clarification. Service requests and updates submitted directly to a Provider will not be honored.

Provider Selection. SI reserves the right to select a Provider for each Assignment based upon its knowledge and understanding of the skill set required for said Assignment. Providers possess varying levels of ability and specialization and will be placed based on the information given to SI at the time of booking an Assignment. Requests for a particular Provider will be honored if appropriate and if the requested Provider is available. Some Assignments may require more than one Provider. Example scenarios will be listed on each Pricing Appendix. If the nature of the Assignment was not appropriately communicated in advance, SI reserves the right to discontinue service for said Assignment and coordinate with Customer to arrange for a more effective communication solution, if appropriate and available.

Preparation Materials. Any relevant materials that will be used during the course of the Assignment should be forwarded to SI as far in advance as possible so that the assigned Providers may prepare. These materials will be handled with strict confidence and will be returned or destroyed following the Assignment.

Cancellation Notice. Notice of cancellation required to avoid charges will be noted on each SI Pricing Appendix. Charges will be incurred for cancellation received without notice required in Pricing Appendix regardless of reason including, but not limited to, consumer cancellation, early dismissal, reduction of hours, rescheduling of Assignment, or inclement weather except when local authorities have prohibited travel. Customer is responsible for submitting all cancellations and scheduling updates directly to SI Staffing. SI will not anticipate or assume an Assignment canceled, altered, or rescheduled for any reason including inclement weather. Cancellations submitted directly to a Provider will not be honored.

On-Assignment

Recording. Customer will notify Sorenson at the time of booking of intent to video or audio record any Provider for any purpose, include Provider in any livestream feed, or photograph Provider for any usage external or internal to the Customer's organization. Failure to notify Sorenson in a timely manner may result in the necessity of replacement of the Provider at additional expense to Customer. Pursuant to Federal law, SI does not consent to unauthorized recording of any kind including, but not limited to, audio or video recording, digital recording, and photographs.

Breaks. Providers will be granted breaks and mealtimes according to local regulation where they will not perform any services. Service time will be billed from arrival time to departure time of Provider, regardless of any breaks in service provision. When more than one Provider is confirmed, Providers may rotate duties so that services may be continuously provided.



Intern Attendance. SI is committed to the training of new Providers and reserves the right to permit interns to observe the Assignment where appropriate at no additional cost to the Payer. Any party to the Assignment may decline involvement of an intern at any time verbally or in writing.

Provider Supervision. SI reserves the right to complete quality assurance and to have a supervisor attend any Assignment at any time at no additional cost to the Payer. Any party to the Assignment may decline involvement of a supervisor at any time verbally or in writing.

Over-time. When a specific Provider is requested by Customer to be available in excess of maximum overtime durations set by local, state, or federal labor law, Customer will incur additional fees for those hours at the same rate of increase as required by those laws.

No Show. Providers will wait a minimum amount of time, noted on each Pricing Appendix, for all parties to appear at an Assignment. If the Customer or consumer do not appear for the Assignment without communicating the reason for the delay or anticipated time of arrival, the Assignment will be considered canceled and will be billed for the time the Provider was reserved plus any applicable travel.

Reassignment of Provider. In the event that the scheduled Assignment is canceled (as set forth above) and the Provider is needed for a different Assignment, please check with SI Staffing to ensure that a change of Assignment for a Provider can be accommodated.

Feedback. SI wishes to receive feedback about the performance of its Providers. Please forward any compliments, complaints, or questions to 800-659-4783 (Voice) or 844-720-1891 (Videophone).

Billing and Invoicing

Additional requirements. Customers that request additional requirements that are not outlined in this Agreement (e.g. trainings, vaccinations, special certification requests, unique scheduling or communication requirements, multiple billing entities, etc.) will incur additional administrative or service fees.

Purchase Orders. Customers that require a Purchase Order number to be submitted on an invoice must provide the PO at the time of booking. SI will not be held responsible missing PO numbers and will expect prompt payment on all invoices, regardless of the presence of a PO number.

Payer Obligations. In consideration of the provision of the services ("Services") by Sorenson Interpreting Services ("SI") Payer shall pay the fees set forth in each Pricing Appendix plus applicable taxes. All SI invoices will be sent weekly to a single entity as identified on page 5.

In the event payments are not received by SI within 30 days after becoming due, SI may:

1. Charge interest on any such unpaid amounts at a rate of 2% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid.
2. Suspend performance for all Services until payment has been made in full
3. Transfer unpaid balance to a third-party collections agency and charge Customer a collection fee of up to 50% of the unpaid balance or charge Customer reasonable attorney and court fees incurred in collecting payment.



Key Terms

Confidential Information. (a) All non-public, confidential or proprietary information of Customer, Payer or SI, including, but not limited to, trade secrets, technology, information pertaining to health information, personally identifiable information, business operations and strategies, and information pertaining to Customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by any Party or the Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by any other party without the prior written consent of the owner of the Confidential Information. Confidential Information does not include information that is: (i) in the public domain; (ii) known to other parties at the time of disclosure; or (iii) rightfully obtained by any party on a non-confidential basis from a third party. SI agrees to use the Customer's Confidential Information only to provide the Services.

Limitation of Liability. (a) in no event shall SI be liable to Customer, payor or to any third party for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

(b) in no event shall SI's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to SI pursuant to this Agreement.

Waiver. No waiver by Sorenson of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Sorenson. The waiver of any breach of a Term, provision or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such Term, provision or requirement or of any other Term, provision or requirement.

Force Majeure. SI shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any Term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of SI including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, or strikes.

Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

Survival. Provisions of these Terms, which by their nature should apply beyond their Terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, Submission to Jurisdiction and Survival.

Headings. The captions or headings in this contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this contract.



Effective this day 07/12/2022

CUSTOMER: Account Name

Signature:

Name:

Jeff Branick



ATTEST

DATE

Quinn East
July 12, 2022

Email:

County Judge

Customer to complete all fields below:

Name of Invoice Recipient:

Jefferson County Auditor

Mailing Address:

Street, City, State, Zip 1149 Pearl 7th St, Beaumont, TX 77701

Email Address:

Patrick.Swain@jeffco.tx.us

Phone Number:

409 835-8500

List of Persons Authorized to Request a Provider:

Name:

Judge Thorne / 317th District Court

Phone:

409 835 8588

Email:

jc317@co.jefferson.tx.us

Name:

Susie Quinn

Phone:

409 835 8588

Email:

squinn@co.jefferson.tx.us

Name:

Phone:

Email:

Additional requestors can be authorized by sharing Customer's Client ID #

Unique Invoicing Requirements: (ex. PO number, consumer DOB, vendor system, required paperwork)

**Pricing Appendix: Onsite ASL Interpreting**

Standard Services: General Assignments 2 Hour Minimum	Monday-Friday	Saturday-Sunday
7:00am – 6:00pm	\$ 00 .00/hour	\$ 00 .00/hour
6:00pm – Midnight	\$ 00 .00/hour	
Midnight – 7:00am	\$ 00 .00/hour	\$ 00 .00/hour
Premium Services: Legal/Trilingual/Conference: Additional \$ 00 .00/hour		
Short Notice Fee: Less than 24 hours' notice, additional \$ 00 .00/hour		
Additional Requirements Set by Customer: <div style="text-align: right;">Initial: _____</div>		
Standard Travel: Actual drive time at prevailing hourly rate plus mileage at the federal rate will be charged. Interpreter travel in excess of 1 hour one-way or 2 hours round-trip will result in charges at the respective hourly rate. Compensation for public transportation, parking and tolls may be charged at SCIS' discretion.		
Extended Travel: Additional expenses (flight, hotel, per diem, etc.) may be negotiated on a case-by-case basis.		
Federal Holiday Rate: 1.5x total hourly rate		
All rates and fees are charged per interpreter.		

Additional Terms		
Extended Time: After minimum and reserved time is met, additional time will be billed in 15-minute increments	Cancellation: A minimum of a one (1) business-day notice is required to cancel any assignment without charge.	No Show: The Onsite interpreter(s) will wait a minimum of 30 minutes for Customer and Consumer arrival.

Team of Interpreters. Some interpreting Assignments may require more than one interpreter. Example scenarios include, but are not limited to, continuous lecturing for periods over an hour, multi-party meetings, general engagements over two (2)-hours in length, legal proceedings of any duration, recorded Assignments, or in cases where a client does not possess fluency in American Sign Language.

Interpreter Travel. SI strives to secure an interpreter for every request. Interpreters may be required to travel significant distances, endure heavily trafficked areas, or encounter other significant travel delays to ensure that services are provided for each request. When an interpreter travels more than 1 hour one-way or 2 hours round-trip, actual travel time is billed at the respective hourly rate in addition to other applicable reimbursements (mileage, parking, tolls, and public transportation).



Pricing Appendix: Scheduled Over Video Interpreting

Standard Services: General Assignments \$3.50/minute	Premium Services: Legal/Trilingual/Conference \$4.90/minute
Overnight Differential: 12:00am – 7:00am, additional \$.75/minute	
Short Notice Fee: Less than 24 hours' notice, additional \$.50/minute	
Federal Holiday Rate: 1.5x total per-minute rate	
Additional Requirements Set by Customer: Legal certification <div>Initial: _____</div>	
All rates and fees are charged per interpreter.	

Additional Terms		
Extended Time: After minimum and reserved time is met, additional time will be billed per minute	Cancellation: 24 hours' notice is required to cancel any video request without charge.	No Show: The Video interpreter(s) will wait a minimum of 15 minutes for Customer and Consumer arrival.

Appropriateness of Service. SI reserves the right to refuse or terminate service via video connection when the interpreter deems this service ineffective or inappropriate. This may be due to quality of video connection, age or linguistic ability of the Deaf consumer, consumer's request to use on-site interpreters, or other reasons. In the event that a video connection is ineffective, SI will coordinate with Customer to arrange for a more effective communication solution, if appropriate and available.

Video Links. When services are to be provided over a Customer owned/operated platform (ex. Zoom, WebEx, etc.), Customer will deliver meeting link and/or access information to SI Staffing via email at the time of booking or prior to Assignment start time. SI will not be held responsible for the delayed arrival or absence of an interpreter if a meeting link was not provided.

Team of Interpreters. Some interpreting Assignments may require more than one interpreter. Example scenarios include, but are not limited to, continuous lecturing for periods over an hour, multi-party meetings, general engagements over two (2)-hours in length, legal proceedings of any duration, recorded Assignments, or in cases where a client does not possess fluency in American Sign Language.

Technical problems. SI will not be held liable for failures due to technical problems with Customer's internet connection, speed, user error, or other limitations. Customer will hold SI harmless in instances of SI network or equipment failure or inability to provide services due to other technical problems. SI reserves the right to refuse or suspend services if technical requirements are not met and services are not able to be appropriately rendered.



Pricing Appendix: Scheduled Over Video Interpreting Equipment Selection

Video Equipment Options - Establishing a video connection may require installation/set-up of technology					
Enroll:	Technology	Price per month	Installation and Training	Technical Support Provided by	Monitor Included
<input type="checkbox"/>	Sorenson Videophone	\$75 License Fee	Included	Sorenson	Yes
<input type="checkbox"/>	Sorenson Tablet App	N/A	N/A	Customer	N/A
<input checked="" type="checkbox"/>	Customer Owned Equipment	N/A	N/A	Customer	N/A

Video Equipment Installation. SI will be responsible for shipping, assembly, connection and testing of all video technology licensed from SI. SI will not hang or permanently mount televisions or any other equipment. Monthly license fee to begin after installation and training is complete.



Pricing Appendix: Live Remote English Captioning (CART)

Live Remote Captioning (English Audio) 30 Minute Minimum	
Standard Services: General Assignments \$125/hour	Premium Services: Clean Transcripts Additional \$50/hour
Included Transcripts: Unedited transcript instantly archived, accessible from any device	
Legal/Specialized Content/Medical: Additional \$50/hour	
Translated Captions: Additional \$35/hour per language	
Midnight-7:00am: Additional \$50/hour	
Short Notice Fee: Less than 48 business hours' notice, additional \$50/hour	
Additional Requirements Set by Customer: None	
Initial: _____	
Federal Holiday Rate: 1.5x total hourly rates	

Additional Terms		
Extended Time: After minimum and reserved time is met, additional time will be billed in 30-minute increments	Cancellation: A minimum of a two (2) business-day notice is required to cancel or reschedule any assignment without charge.	No Show: The captioner(s) will wait a minimum of 30 minutes for Customer and Consumer arrival.

Test Call. A test call is required before appointments to ensure there are no technical difficulties, except when all attendees are joining virtually. If technical difficulties arise during the session, the Customer is still responsible for payment whether a test call was completed or not. Captioners may log off after 30 minutes if no one has connected.

Clean Transcripts. Unedited transcripts remain in rough draft format and may contain occasional formatting and phonetic-based errors. Whereas clean transcripts require the captioner to go back and revise these errors afterwards (generally within 24 hours). This makes the transcript more readable and more accurate for searching and studying.

Video Links. When services are to be provided over a Customer owned/operated platform (ex. Zoom, WebEx, etc.), Customer will deliver meeting link and/or access information to SI Staffing via email at the time of booking or prior to Assignment start time. SI will not be held responsible for the delayed arrival or absence of a writer if a meeting link was not provided.

Technical problems. SI will not be held liable for failures due to technical problems with Customer's internet connection, speed, user error, or other limitations. Customer will hold SI harmless in instances of SI network or equipment failure or inability to provide services due to other technical problems. SI reserves the right to refuse or suspend services if technical requirements are not met and services are not able to be appropriately rendered.



Pricing Appendix: Closed Captions (Post-Production)

Closed Captions (English Audio to English Text)	
Standard Services: General Assignments Industry standard 99% accuracy \$3.50/minute of video	Premium Services: 100% accuracy \$4.95/minute of video
Rush Service: Additional \$2/minute	
Open/Burned In Captions: Additional \$2/minute	
Additional Requirements Set by Customer: None	
Initial: _____	
Federal Holiday Rate: 1.5x total per minute rates	
Billable at confirmation.	

Source Quality. Requires a digital file (any format) with high-quality audio and clearly discernible speech.

Turn Around. Turn around time is based much more on individual file length than total volume. Factors such as audio quality, difficulty of content, and heaviness of accents can also affect it.

Standard Services		Rush Services	
Individual File Length	Estimated Turn-Around	Individual File Length	Estimated Turn-Around
0-30 minutes	24 hours	0-30 minutes	12 hours
31-60 minutes	48 hours	31-60 minutes	24 hours
> 60 minutes	72 hours (3 days)	> 60 minutes	48 hours
> 120 minutes	96 hours (4 days)	> 120 minutes	72 hours (3 days)
> 180 minutes	120 hours (5 days)	> 180 minutes	96 hours (4 days)

Invoicing. Invoicing is done in 1-minute increments based on the duration of the file and is rounded up to the nearest minute.

Application Service Provider Agreement

WHEREAS CloudGavel LLC ("CloudGavel") provides a hosted Internet-based online document electronic signature software service under the trademark "CloudGavel" (collectively the "Service"), and our customer, as specified in the Order Form attached as Exhibit A shall be Jefferson County ("Customer"), wishes to subscribe to and use the Service. The initial number of subscriptions desired by Customer are specified in the Order Form.

THEREFORE, the parties agree as follows:

1. Definitions and Construction

1.1 As used in this Agreement and in any other related Order Form now or hereafter associated herewith, the following definitions shall apply:

(a) "Agreement" means these terms of use, any Order Forms issued hereunder and any materials available on the CLOUDGAVEL website specifically incorporated by reference herein, as such materials and the terms of this Agreement may be updated by CLOUDGAVEL from time to time in its sole discretion;

(b) "Content" means the information, documents, software, products and services contained or made available to Customer in the course of using the Service;

(c) "Customer Data" means any data, information or material provided or submitted by Customer to the Service in the course of using the Service;

(d) "Effective Date" means the earlier of (i) the date this Agreement is signed by both parties and (ii) the date Customer begins using the Service;

(e) "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

(f) "Order Form(s)" means the document or other tangible form of communication evidencing the initial subscription for the Service and any subsequent modification thereto, specifying, among other things, the number of licenses, the applicable fee, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement;

(g) "CLOUDGAVEL Technology" means all of CLOUDGAVEL's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by CLOUDGAVEL in providing the Service;

(h) "Service(s)" means CLOUDGAVEL's online document electronic signature software and updates and revisions which CLOUDGAVEL shall implement from time to time, to which Customer is being granted access via IP address under this Agreement, and includes the CLOUDGAVEL Technology, the Content, and data transmission, access and storage; and

2. License Grant & Restrictions

2.1 Use of Service. Subject to the payment of fees described in Section 6, CLOUDGAVEL hereby grants Customer a non-exclusive, non-transferable right to access and use the Service, solely for Customer's own internal business purposes, in accordance with the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by CLOUDGAVEL. Customer may and may permit its employees and third party contractors who have been specifically authorized by User in writing (including Customer, collectively "Authorized Users") to access and use the Service solely for the benefit of Customer, subject to and in accordance with the terms of this Agreement. Customer shall notify CLOUDGAVEL of any unauthorized third party access to or use of the Service. Customer shall at all times remain liable for any and all violations of this Agreement by any Authorized User in accordance with the terms and conditions set forth herein.

2.2 No Sublicense. Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device without authorization from CLOUDGAVEL; (iv) reverse engineer the Service; (v) grant any security interest in the Service; (vi) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols or labels appearing on or in the Service; or (vii) access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Authorized User login credentials cannot be shared or used by more than one individual Authorized User but may be reassigned from time to time to new Authorized Users who are replacing former Authorized Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

2.3 Internal Business Use Only. Customer may use the Service only for Customer's internal business purposes and shall not, nor shall it permit any third party to: (i) upload or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material,



including material harmful to children or violative of third party privacy rights; (ii) knowingly upload or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

2.4 Access. The Service will be accessed through CLOUDGAVEL's network (the "CloudGavel Network"). Customer shall (a) comply with any CLOUDGAVEL policies or instructions concerning access to, use of and security of the CLOUDGAVEL Network, (b) access and use the CLOUDGAVEL Network solely for the purpose of exercising the license granted to Customer in Section 2.1, in accordance with the terms and conditions of this Agreement, and (c) cease use of the CLOUDGAVEL Network immediately upon termination or expiration of this Agreement. Customer shall provide its Authorized Users with login credentials to access the CLOUDGAVEL Network, through which Authorized Users are able to access and use the Service. Authorized Users shall not cause or permit their login credentials to be used under any circumstances by any other person or entity for any purpose. Without limiting the foregoing, CLOUDGAVEL shall have the right to restrict and monitor Customer's and its Authorized Users' use of the CLOUDGAVEL Network; however, no such restriction or monitoring shall affect Customer's use of the Services contemplated hereunder in accordance with the terms and conditions set forth herein. Access to the CLOUDGAVEL Network and the Service residing thereon is subject to interruptions for routine maintenance and updates and for any power or service outages and other circumstances outside CLOUDGAVEL's reasonable control. CLOUDGAVEL will use commercially reasonable efforts to provide Customer with reasonable prior notice of any scheduled downtime or maintenance of the CLOUDGAVEL Network. CLOUDGAVEL MAKES NO REPRESENTATION, WARRANTY OR GUARANTY REGARDING THE AVAILABILITY OF THE SERVICE OR UPTIME OF THE CLOUDGAVEL NETWORK. Customer acknowledges that CLOUDGAVEL does not control the transfer of data over communications facilities, including the Internet, and that access to the Service may be subject to the limitations, delays and security breaches inherent in the use of such communications facilities.

2.5 Third Party Software. Certain third party proprietary software is made available to Customer together with the CLOUDGAVEL Technology and the Service pursuant to certain third party licenses and notices as indicated in the documentation posted on the Service ("Third Party Software"). This Agreement does not grant Customer or any of its Authorized Users any right to use such Third Party Software, nor does CLOUDGAVEL make any representation or warranty regarding such Third Party Software. Use of Third Party Software is subject to the terms and conditions of the applicable third party licenses or notices.

3. Customer Responsibilities

3.1 Compliance. Customer is responsible for all activity occurring under Authorized User accounts and Customer shall and shall cause all Customer Users to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's and its Authorized Users' use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data including HIPAA information restrictions. Customer shall and shall cause all Customer Users to: (i) notify CLOUDGAVEL immediately upon discovering any unauthorized use of any CLOUDGAVEL password or account or any other known or suspected breach of security; (ii) report to CLOUDGAVEL immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer; and (iii) not impersonate another CLOUDGAVEL user or provide false identity information to gain access to or use the Service. Furthermore, other than the payment of amounts due pursuant to Annex 1 attached hereto or as otherwise expressly provided in this Agreement, Customer shall cause each Authorized User to comply with the obligations of this Agreement as if the Authorized User is the Customer.

4. Account Information and Data

4.1 Customer Data. . In the event this Agreement is terminated, CLOUDGAVEL will provide to Customer a file of the Customer Data within 30 days of termination. This data should be provided in a commonly used format that does not require a proprietary product to access (e.g. csv).

4.2 Backup. CLOUDGAVEL shall conduct full database server backups at appropriate intervals, in its sole and absolute discretion, based upon utilization and data content changes. CLOUDGAVEL shall store a monthly backup offsite for disaster recovery and long term data archive. Upon Customer's written request and at the published custom programming service fees, Customer's Data may be restored. Customer Data is archived on a 2 week rotating backup basis. CLOUDGAVEL shall use commercially reasonable means to ensure the security of Customer Data during the term of this Agreement, and any renewal thereof, and in accordance with all records and reporting requirements set forth herein.

4.3 Analysis. CLOUDGAVEL reserves the right to perform statistical analysis and diagnostics of all of our web sites, data, application hosting and our hosting systems. We do this to measure the effectiveness of our web sites, to optimize website performance, and to ensure license compliance. In connection with the foregoing, CLOUDGAVEL may aggregate deidentified Customer Data, and other information collected by CLOUDGAVEL in connection with Customer's or its Authorized Users' use of the Service, with non-identifiable anonymous data from other CLOUDGAVEL customers to create anonymous aggregated data that does not identify Customer or any Customer Data or Authorized User ("Aggregated Data"). CLOUDGAVEL shall solely own all rights in and to any Aggregated Data, and has the irrevocable right to maintain, store, use, disclose or sell such Aggregated Data; however, Customer shall retain full ownership of Customer Data. CLOUDGAVEL may use Aggregated Data for its internal purposes, including, without limitation, to perform statistical analyses to improve the Service, and for CLOUDGAVEL's other legitimate business purposes, including, without limitation, to supply market research to strategic partners, advertisers or other third parties.



5. Intellectual Property Ownership

5.1 Ownership. CLOUDGAVEL alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CLOUDGAVEL Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback or recommendations or other information provided by Customer or any other party relating to the Service, other than Customer Data (collectively, "Feedback"). CLOUDGAVEL will be entitled to, but is not obligated to, use any such Feedback for any purpose whatsoever without restriction and without compensating Customer in any way, and by submitting any such Feedback, Customer represents to CLOUDGAVEL, that Customer has the right to provide such Feedback to CLOUDGAVEL. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, the CLOUDGAVEL Technology or the Intellectual Property Rights owned by CLOUDGAVEL. The CLOUDGAVEL name, the CLOUDGAVEL logo, and any other product names that may be associated with the Service are trademarks of CLOUDGAVEL or third parties, and no right or license is granted to use them.

5.2 Further Assurances. If Customer is ever held or deemed to be the owner of any CLOUDGAVEL Technology, the Service or the Content, or any Intellectual Property Rights therein or thereto, Customer hereby irrevocably and exclusively assigns to CLOUDGAVEL all right, title and interest in and to such technology, service or content and the Intellectual Property Rights therein or thereto, in perpetuity, whether now or hereafter known or devised. To the extent that any applicable law prohibits or limits such assignment, Customer hereby grants to CLOUDGAVEL an exclusive, irrevocable, royalty-free, fully paid-up, transferable, sublicenseable (including through multiple tiers), worldwide right and license to access and use such CLOUDGAVEL Technology, Service or Content. Upon CLOUDGAVEL's request, Customer shall take all such other actions, including, without limitation, the execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure and perfect the rights and interests of CLOUDGAVEL in and to the CLOUDGAVEL Technology, the Service and the Content.

6. Charges and Payment of Fees

6.1 Fee Payment. Customer shall pay all fees or charges to Customer's account in accordance with the fees, charges, and billing terms set forth in the applicable Annex Form on or before the first day of each month. The initial charges will be equal to the current number of seats of total Authorized Users set forth in such Annex Form multiplied by the subscription fee noted in such Annex Form. Payments must be made per the agreed upon billing cycle in advance. In the event of contract termination, all pre-payments of subscription fees will be refundable at a pro-rated amount.

6.2 Volume Fee Schedule. A schedule of fees based upon individual license utilization volumes is specified in Annex 1 and is hereby incorporated into this agreement by reference.

6.3 Additional Licenses. Customer may add subscriptions through an additional written Annex Form. Added subscriptions will be coterminous with the then-current Term (either the Initial Term or a Renewal Term) unless expressly terminated by Customer, and the fees for the added subscriptions will be the then current, generally applicable subscription fee per the then current fee structure. CLOUDGAVEL reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to Customer, which notice may be provided by US Postal Service or e-mail to Customer.

7. Billing and Renewal

7.1 Fees in Advance. Customer shall pay all fees in advance for use of the Service. Customer shall be responsible for payment of all such taxes, levies, or duties if applicable, excluding only taxes based solely on CLOUDGAVEL's income.

7.2 Billing. Customer agrees to provide CLOUDGAVEL with complete and accurate billing and contact information.

7.3 Errors. Any errors or inaccuracies in the invoice must be notified to CLOUDGAVEL in writing within 60 days of the invoice date with a copy of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

8. Suspension and Audit

8.1 Non-Payment Suspension or Termination. In addition to any other rights granted to CLOUDGAVEL herein, CLOUDGAVEL reserves the right to suspend or terminate this Agreement and Customer's access to the Service if any invoice remains unpaid for a period exceeding 30 days from the date of the invoice. Unpaid invoices incur 12% interest compounding monthly, or the maximum permitted by law, whichever is less, plus all expenses of collection and attorney fees. If either party initiates termination of this Agreement, Customer will be obligated to pay the balance due on Customer's account. Customer agrees that CloudGavel may charge such unpaid fees to Customer's credit card or otherwise bill for such unpaid fees.

8.2 Additional Causes for Suspension. In addition to any other rights granted to CLOUDGAVEL herein, CLOUDGAVEL reserves the right to suspend or terminate this Agreement and Customer's access to the Service in the event of Customer's or any of its Authorized Users' (i) breach of Section 2, Section 3, Section 5 or Section 12, (ii) violation of applicable laws, or (iii) gross negligence, willful misconduct or fraud.

8.3 Reconnection Fee. CLOUDGAVEL reserves the right to impose a reconnection fee in the event Customer's account is suspended and thereafter Customer requests access to the Service.

8.4 Records and Reporting. CLOUDGAVEL will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement,



including, without limitation, of costs incurred through the later of six (6) years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, CLOUDGAVEL will deliver to the Customer all plans and records of work compiled through the date of termination. Additionally, CLOUDGAVEL is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the Customer.

8.5 Audit and Other Oversight. In addition to the obligations set forth in 8.4 above, and notwithstanding anything to the contrary herein, CLOUDGAVEL will submit to any Customer audit, inspection, and review and, at the Customer's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of CLOUDGAVEL, its employees, agents, assigns, successors and subcontractors, during normal business hours at CLOUDGAVEL'S office or place of business in Louisiana. If no such location is available, CLOUDGAVEL will make the documents available at a time and location that is convenient for the Customer. Failure to comply with such requests shall constitute a material breach of the Agreement.

9. Renewal and Termination

9.1 Term. This Agreement commences on the Effective Date and continues until terminated in accordance with the terms of this Agreement. The Initial Term of this Agreement is one (1) year and commences on the Effective Date. Upon mutual agreement of the parties, this Agreement may be renewed for no more than four (4) annual one (1) year terms at the then negotiated rates.

9.2 License Volume Modification and Termination. Either party may terminate this Agreement or reduce the number of subscriptions, effective upon the expiration of the then-current Term, by notifying the other party in writing prior to the expiration of the then-current Term.

9.3 Breach of Payment Obligation. Any breach of Customer's payment obligations or unauthorized use of the CLOUDGAVEL Technology or Service will be deemed a material breach of this Agreement. If Customer breaches or otherwise fails to comply with this Agreement, and such breach or noncompliance remains uncured in excess of 30 days following Customer's receipt of CLOUDGAVEL's notification thereof, then CLOUDGAVEL may cancel Customer's password, account and use of the Service upon written notice to Customer of any such material breach of this Agreement. Notwithstanding the foregoing, CLOUDGAVEL may terminate this Agreement and Customer's access and use of the Service immediately upon written notice to Customer in the event of (i) Customer's or its Authorized Users' breach of Section 2, Section 3, Section 5 or Section 12 or (ii) Customer or any of its affiliates commences a voluntary (or is a debtor in an involuntary) proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property.

9.4 Effect of Termination. Upon expiration or earlier termination of this Agreement for any reason, Customer agrees to immediately (i) cease, and shall cause its Authorized Users to cease, accessing and using the Service and the Content, (ii) pay in full any remaining balance of fees and any other sums outstanding that are then due and payable under this Agreement, and (c) return to CLOUDGAVEL all of CLOUDGAVEL'S Confidential Information then in Customer's possession or control.

9.5 Survival. Sections 3.1, 5, 9.4, 9.5, and 11-18 shall survive the termination or expiration of this Agreement.

10. Representations & Warranties

10.1 Power & Authority. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not provided any false identification or other information to gain access to the Service and that the billing information provided is correct.

10.2 ACCESS TO SERVICE(S). CUSTOMER AGREES THAT CLOUDGAVEL IS NOT RESPONSIBLE FOR ANY SERVICE LIMITATIONS CAUSED BY THE INABILITY TO ACCESS THE INTERNET OR MAINTAIN A STRONG OR CONSISTENT CONNECTION TO THE INTERNET.

10.3 FORCE MAJEURE. OTHER THAN THE PAYMENT OF AMOUNTS PROVIDED ON ANNEX 1, NEITHER PARTY WILL BE DEEMED TO BE IN BREACH OF THIS AGREEMENT, OR BE ENTITLED TO DAMAGES OR CREDITS PURSUANT TO THIS AGREEMENT, FOR ANY FAILURE OR DELAY IN PERFORMANCE CAUSED BY THE OTHER PARTY OR BY AN ACT OF GOD, WAR, CIVIL DISTURBANCE, COURT ORDER, STRIKE, OR OTHER CAUSE BEYOND ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION FAILURES OR FLUCTUATIONS IN POWER, HEAT, LIGHT, AIR CONDITIONING, INTERNET HUBS OR TELECOMMUNICATIONS EQUIPMENT.

11. Disclaimer of Warranties

Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data.

12. Confidentiality

12.1(a) Confidential Information. "Confidential Information" means all confidential or proprietary materials or information (including, without limitation, information or materials relating to the business of CLOUDGAVEL or its affiliates, or any of its or their intellectual property, including trade secrets, ideas, strategies, designs, methodologies or other know-how, financial information, customer or provider information and any other information regarding operations, products, services or business plans) disclosed in any format or medium by or on behalf of CLOUDGAVEL to Customer or any of its Authorized Users under this Agreement, except as otherwise provided herein. Without limiting the foregoing, Confidential Information includes the CLOUDGAVEL Technology, the Content and the Service, but shall not include the terms and conditions of this Agreement. Confidential Information shall also not



include information which Customer can demonstrate: (i) is already known to Customer at the time of disclosure hereunder, except as previously disclosed to Customer or any of its Authorized Users by or on behalf of CLOUDGAVEL; (ii) is publicly known at the time of disclosure hereunder, or thereafter becomes publicly known through no breach of this Agreement by Customer or any of its Authorized Users; (iii) is lawfully received by Customer from a third party without a direct or indirect obligation of confidentiality to CLOUDGAVEL with respect to such disclosure; or (vi) is developed independently by Customer without reference to or use of any Confidential Information. CLOUDGAVEL acknowledges that they shall be subject to public records laws.

12.1(b) Customer Data and all identifying information included therein is considered "Confidential Information" and shall not be shared in any way by CloudGavel with third parties. Due to the nature of the information included in Customer Data, future, ongoing or past criminal investigations will be put at risk if Customer Data is shared by CloudGavel. This includes but is not limited to names, addresses, jurisdictions, and objects described in the Customer Data and use of Cloud Gavel.

12.2 Restrictions. Customer shall: (i) not disclose Confidential Information to any third party without the prior written consent of CLOUDGAVEL, except as expressly permitted by this Agreement; (ii) use the Confidential Information solely for the purposes of exercising its rights and performing its obligations under this Agreement, in each case in accordance with the terms hereof; and (iii) safeguard the Confidential Information to the same extent that Customer protects its own Confidential Information, but under no circumstances with less than reasonable care. Notwithstanding anything to the contrary set forth herein, Customer may disclose Confidential Information to (a) its Authorized Users who are bound to Customer by obligations of confidentiality that are substantially similar to those set forth herein, and (b) the extent required by applicable law or order of a court or governmental entity, including, but not limited to, La. Rev. Stat. 44:1 et seq., provided that Customer immediately furnishes CLOUDGAVEL with prior written notice of such disclosure and cooperates with CLOUDGAVEL in obtaining a protective order or other appropriate relief. In the event that CLOUDGAVEL is unable to obtain such protective order or other appropriate relief, Customer shall limit such disclosure to that which is legally required and shall seek confidential treatment thereof.

13. Limitation of Liability

13.1 IN NO EVENT SHALL CLOUDGAVEL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF CLOUDGAVEL HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WITHOUT LIMITING THE FOREGOING, CLOUDGAVEL'S LIABILITY FOR CLIENT'S DAMAGES SHALL BE FURTHER LIMITED BY THE AMOUNT PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE PRIOR TWELVE (12) MONTHS.

14. Notice

14.1 CLOUDGAVEL may give notice by means of electronic mail to Customer's e-mail address on record in CLOUDGAVEL's account information, or by written communication sent by first class mail or pre-paid post to Customer's address on record in CLOUDGAVEL's account information. Such notice shall be deemed to have been given when received by Customer. Customer may give notice to CLOUDGAVEL (such notice shall be deemed given when received by CLOUDGAVEL) at any time by any of the following: letter delivered by nationally recognized expedited delivery service or first class postage prepaid mail to CLOUDGAVEL at the following address: CLOUDGAVEL LLC, 8733 Siegen Lane, Ste. 147, Baton Rouge, LA 70809 addressed to the attention of: Chief Financial Officer or by email delivered to sales@cloudgavel.com.

15. Modification to Service; Precedence

15.1 Without limiting the foregoing, this Agreement may only be modified by written agreement of the parties. In the event of any conflict between the terms of this Agreement, and the terms of any Order Form or any CLOUDGAVEL policies, the terms of this Agreement shall prevail.

16. Assignment; Change in Control

16.1 This Agreement may not be assigned by Customer, by operation of law or otherwise, without the prior written approval of CLOUDGAVEL. Any purported assignment in violation of this section shall be void.

17. General

17.1 Governing Law. This Agreement shall be governed by the laws applicable in and to Louisiana without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the 19th Judicial Circuit Court, State of Florida. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, all other provisions shall nevertheless remain in full force and effect.

17.2 No Business Affiliation. No joint venture, partnership, employment, or agency relationship exists between Customer and CLOUDGAVEL as a result of this agreement or use of the Service.

17.3 No Waiver. The failure of CLOUDGAVEL to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CLOUDGAVEL in writing. This Agreement, together with any applicable Order



Form, comprises the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

17.4 Equitable Relief. Customer acknowledges and agrees that money damages are not a sufficient remedy for any breach of Sections 2, 3, 5 or 12, and that, in addition to all other remedies available under this Agreement, or at law or in equity, CLOUDGAVEL shall be entitled to seek specific performance and/or injunctive or other equitable relief without the necessity of posting bond as a remedy for any such breach or threatened breach, and Customer hereby waives any requirement for the securing or posting of any bond in connection with such remedy.

17.5 Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the Customer will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

17.6 Prohibition of Financial Interest in Agreement. No elected official or employee of the Customer shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the Customer shall be deemed to be a financial interest of such elected official or employee of the Customer. Any willful violation of this provision, with the expressed or implied knowledge of CLOUDGAVEL, shall render this Agreement voidable by the Customer and shall entitle the Customer to recover, in addition to any other rights and remedies available to the Customer, all monies paid by the Customer to CLOUDGAVEL pursuant to this Agreement without regard to CLOUDGAVEL'S otherwise satisfactory performance of the Agreement.

17.7 Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

17.8 Non-Exclusivity. This Agreement is non-exclusive and CLOUDGAVEL may provide services to other clients, subject to the Customer's approval of any potential conflicts with the performance of this Agreement and the Customer may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

17.8.2 Convicted Felon Statement. No principal, member, or officer of CLOUDGAVEL has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

17.8.3 Non-Solicitation Statement. CLOUDGAVEL has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. CLOUDGAVEL has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

Questions regarding this Application Service Provider Agreement or CLOUDGAVEL's privacy and security policies may be directed to CLOUDGAVEL by e-mailing such questions to: support@cloudgavel.com.

Accepted and Agreed:

Jefferson County

By:

Name:

Title:

CLOUDGAVEL LLC

By:

Name:

Title:

ATTEST
DATE





ANNEX 1

Fee Schedule:

Jefferson County will have the following price structure for the first years' service – (July 2022-June 2023).

Jefferson County will pay an annual subscription fee of **\$5,000 USD** for the first years' service, which is currently set to begin on July 1st, 2022. At the end of the first years' service, the usage numbers will be review and any price changes will be determined at that time.

The annual subscription fee includes the following:

- Department deployment of the CloudGavel Solution to all Jefferson County Sheriff's Office personnel that require access to the system.
- All system-wide product enhancements
 - These consist of all enhancements that are available to all clients. Any features that are specific to only the Jefferson County Sheriff's Office, meaning that the features are not used by any other agency besides the Jefferson County will fall under the custom feature fee schedule.
- All system bug fixes
- Full technical support
- Complete training on all product features and enhancements

Jefferson County will pay an hourly rate of \$110 USD for all customized features. Customized features will be defined as any product enhancements that are specific to the Jefferson County Sheriff's Office. Jefferson County will NOT be billed for standard system-wide product updates. Any custom project will be accompanied by a signed scope of work by both parties. The scope of work will include deliverables and time to completion.

Any additional services supplied to Jefferson County by CloudGavel outside of the electronic warrant system will be billed on a mutually agreed price and scope of work prior to the start of any project.

Billing Contact Info:

Name: Patrick Swain
 Email: Patrick.Swain@jeffco.tx.us
 Phone: 409.835-8500

Accepted and Agreed:

Jefferson County

By:

Name: Jeff Brannick
 Title: County Judge

CLOUDGAVEL LLC

By: Casey D. Roussel

Name: Casey Roussel

Title: President and CCO



ATTEST Laurie Kase
 DATE July 12, 2022



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

A handwritten signature in cursive script, appearing to be "dc", is written next to the name "Deborah Clark".

Date: July 6, 2022

Re: Disposal of Scrap Property

Consider and possibly approve disposal of surrendered license plates to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County as outlined in Registration and Title Bulletin (RTB) #025-12.

Thank you.

**Jefferson County
Tax Office**

Memo

To: Deborah Clark, Purchasing Department
From: Allison Nathan Getz, Tax Assessor-Collector
Date: June 27, 2022
Re: Recycling Vehicle License Plates



The Texas Department of Motor Vehicles encourages counties to recycle license plates surrendered in their offices as outlined in Registration and Title Bulletin (RTB) #025-12. In accordance with these guidelines, we give Wright's Scrap Metal permission to destroy license plates received from our office.

Further instruction from the Texas Department of Motor Vehicles states any revenue generated as a part of the recycling of plates may be retained by the county. Please let me know if you need additional information.

ANG/ce
Attachment

**Texas Department of Motor Vehicles**

HELPING TEXANS GO HELPING TEXAS GROW.

April 28, 2015**Re: Recycling Vehicle License Plates****To Whom It May Concern:**

Transportation Code, Sec. 504.007 requires a customer receiving replacement license plates to surrender each plate in their possession unless they certify that it was lost or stolen. Texas Administrative Code, 217.285(c)(1), states that if the vehicle for which specialty plates are issued is currently registered, the owner must surrender the plates currently displayed on the vehicle before specialty plates may be issued. In addition, Transportation Code, Sec. 501.0275, requires a "Title Only" applicant to surrender any license plates issued to the vehicle.

This leaves a question of what the counties are to do with these surrendered license plates.

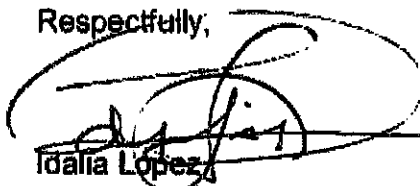
Until further notice, the Texas Department of Motor Vehicles encourages the counties to follow regulations outlined in Registration and Title Bulletin (RTB) #025-12. This RTB states that surrendered license plates must be made unusable, destroyed, or processed by a recycling facility. Since license plates are aluminum, we encourage recycling; however, deface the front of the plates with a permanent marker before delivering to a recycling center. If necessary, coordinate with your local TxDMV Regional Service Center to pick up plates that have been surrendered and cannot be recycled, destroyed or made unusable.

Note that surrendered Exempt plates are still to be submitted to your local TxDMV Regional Service Center.

Any revenue generated as a part of the recycling of plates may be retained by the county to be used as they deem fit.

If you have any questions, please contact our office at (409) 895-3200.

Respectfully,


Idalia Lopez,
Beaumont RSC, Supervisor

Judge Benjamin Collins
Justice of the Peace
PCT 1, PL 2

Memo

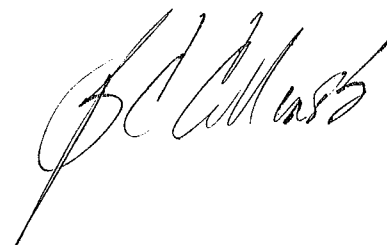
To: Commissioners Court
cc: Auditing
Date: June 22, 2022
Re: Transfer of Funds

78 (office supplies)
Thank you for your time in considering my request with transferring \$500 from account number 120-2042-412.30-17 (clothing) and \$1200 from account number 120-2042-412.40-52 (postage) totaling \$1700 into account number 120-2042-412.50-62 (travel expense).

The need for the request is due to mandatory training/classes for me as well as my staff. The deadline for these classes is August 2022. The classes are not only mandatory, but a necessity for the staff to ensure they stay abreast of the Texas Justice Court Legislative updates, implementations and/or amendments.

As for myself, I need the classes to obtain my required Continuance Education Hours that are due annually for a sitting judge.

The staff was unable to attend classes in 2020 and early 2021 due to Covid (classes were cancelled). Classes were reinstated the latter part of 2022. I will be attending a training June 27, 2022 thru July 1, 2022; however, I will be paying out of my personal account due to budget restraints. This request to transfer funds would allow me to be reimbursed, as well as allow my staff member to attend training August 9, 2022 thru August 12, 2022.



Budget Transfer

Verenice Rosales <Verenice.Rosales@jeffcotx.us>

Fri 6/24/2022 3:26 PM

To: Fran Lee <Fran.Lee@jeffcotx.us>

Cc: Cary Erickson <Cary.Erickson@jeffcotx.us>; Brandi Doyle <Brandi.Doyle@jeffcotx.us>

Please transfer \$800 from the Risk Manager salary account to the HR contractual account 120-1012-415-5077 to cover the advertisement fees for the Risk Manager and the HR & Risk Management Director positions posted on Texas Municipal League and Texas SHRM.

Thank you,

Verenice Rosales, SPHR

Employee Relations/Compensation Manager

Jefferson County Human Resources

1225 Pearl Street, Suite 201

Beaumont, TX 77701

(409) 839-2395 (phone)

(409) 839-2399 (fax)

Please note new email address: verenice.rosales@jeffcotx.us

•	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

PERFORMING AGENCY

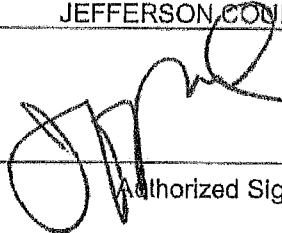
TEXAS PARKS AND WILDLIFE DEPARTMENT

JEFFERSON COUNTY

By:


Clayton Wolf
Chief Operating Officer

By:


Authorized Signature

Date:

6/29/22

SAM

UEID:

EVA9NVGH2K85

Date:

6/20/22

SAM

UEID:

EKC1BVNLJXA8



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.

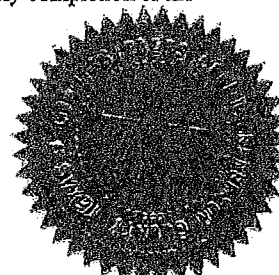
WHEREAS, based on a preliminary cost estimate of \$1,500,000 to complete the Project, Jefferson County has requested additional funding of \$201,032 from the Texas Parks and Wildlife Department, and \$125,000 from the Chenier Foundation,

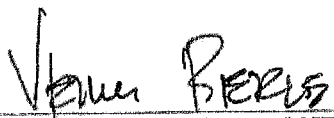
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS:

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.

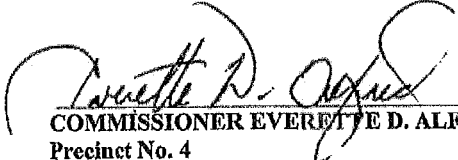

JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER VERNON PIERCE
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER DARRELL W. BUSH
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

May 2, 2022

Judge Jeff Branick
County of Jefferson
1149 Pearl Street, 7th Floor
Beaumont, TX 77701-3600

Dear Judge Branick:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G22HN0029A) has been awarded in the amount of \$16,200.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Houston HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The grant agreement and conditions are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the grant conditions. Failure to adhere to the grant conditions may result in the termination of the grant or the initiation of administrative action. ONDCP also may terminate the award if it no longer effectuates program goals or agency priorities.

If you accept this award, please sign both the grant agreement and the conditions and return a copy via email to your respective NHAC accountant or to the following address:

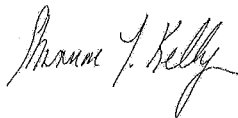
Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

Please keep the original copy of the grant agreement and conditions for your file. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

A handwritten signature in cursive script that reads "Shannon J. Kelly".

Shannon Kelly
National HIDTA Director

Executive Office of the President Office of National Drug Control Policy		Grant Agreement	
1. Recipient Name and Address Jeff Branick Judge County of Jefferson 1149 Pearl Street 7th Floor Beaumont, TX 77701-3600		4. Award Number (FAIN): G22HN0029A	
		5. Period of Performance: From 01/01/2022 to 12/31/2023	
2. Total Amount of the Federal Funds Obligated: \$16,200.00	6. Federal Award Date: May 2, 2022	7. Action: Initial	
2A. Budget Approved by the Federal Awarding Agency \$16,200.00	8. Supplement Number		
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount:		
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$16,200.00		
	11. Total Amount of Federal Award: \$16,200.00		
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.			
13. Statutory Authority for Grant: <i>Public Law 117-103 H.R. 2471-206</i>			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Jeff Branick Judge County of Jefferson	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY			
18. Accounting Classification Code UEI: EKC1BVNLJXA8 DUNS: 010807535 EIN: 1746000291A3		19. HIDTA AWARD <i>OND1070DB2223XX OND6113</i> <i>OND2000000000 OC 410001</i>	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.
2. This award is subject to the following additional regulations and requirements:
 - 28 C.F.R. § 69 – “New Restrictions on Lobbying”
 - 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb>
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at www.whitehouse.gov/ondcp/.

8. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

9. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid UEI number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
10. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.
11. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.
12. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

13. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
14. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—
 - (1) the percentage of the total costs of the program
 - (2) the dollar amount of Federal funds for the project or program; and
 - (3) the Office of National Drug Control Policy is the source of funding for the projects, programs and activities.
15. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. *See* 41 U.S.C. § 417b(e)(1).

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

- a. Contract from the federal government;
- b. Reached its final disposition during the most recent 5-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

- (2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq.* and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website:
https://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidance2021.pdf

D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

E. Payment Basis

1. A request for advance or reimbursement shall be made using the HHS/DPM system (<https://pms.psc.gov/>).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 *et seq.*) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

For recipients that do not have electronic remittance capability, please make check** payable to: “The Department of Health and Human Services.”

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information/instructions may be found on the PMS Web site at <http://pms.psc.gov/>.

4. The grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Jeff Branick
County of Jefferson

Date: _____

Initiative Cash by HIDTA

FY 2022

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Houston	County of Jefferson	South East Texas Drug Enforcement Task Force	16,200.00	Investigation	G22HNN0029A
Agency Total : County of Jefferson			16,200.00		
Total			16,200.00		

Budget Detail

2022 - Houston

Initiative - South East Texas Drug Enforcement Task Force

Investigation

Award Recipient - County of Jefferson (G22HN0029A)

Resource Recipient - Jefferson County

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$16,200.00
Services	Quantity	Amount
Vehicle allowance	2	\$16,200.00
Total Services		\$16,200.00
Total Budget		\$16,200.00

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 of Lobbying Activities," 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.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION <div style="border: 1px solid black; padding: 2px; width: 90%;">Jefferson County</div>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 20%;">Prefix: <div style="border: 1px solid black; width: 80px; height: 1.2em;"></div></div> <div style="width: 35%;">* First Name: <div style="border: 1px solid black; padding: 0 5px;">Jeff</div></div> <div style="width: 40%;">Middle Name: <div style="border: 1px solid black; width: 150px; height: 1.2em;"></div></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 60%;">* Last Name: <div style="border: 1px solid black; padding: 0 5px;">Branick</div></div> <div style="width: 35%;">Suffix: <div style="border: 1px solid black; width: 80px; height: 1.2em;"></div></div> </div> <div style="margin-top: 5px;">* Title: <div style="border: 1px solid black; padding: 0 5px;">County Judge, Jefferson County</div></div>	
* SIGNATURE: <div style="border: 1px solid black; width: 300px; height: 40px; display: flex; align-items: center; justify-content: center; margin-top: 5px;"> </div>	* DATE: <div style="border: 1px solid black; width: 100px; height: 1.2em; margin-top: 5px;"></div>

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$ 16,200.00	\$	\$ 16,200.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 16,200.00	\$	\$ 16,200.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	16,200.00				16,200.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	16,200.00				16,200.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	16,200.00				16,200.00
7. Program Income	\$	\$	\$	\$	\$

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	High Intensity Drug Trafficking Area (HIDTA)	\$	\$	\$	\$
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 16,200.00	\$ 4,050.00	\$ 4,050.00	\$ 4,050.00	\$ 4,050.00
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$ 16,200.00	\$ 4,050.00	\$ 4,050.00	\$ 4,050.00	\$ 4,050.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)		\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input style="width: 100%;" type="text" value="Jefferson County"/> * Street 1 <input style="width: 40%;" type="text" value="1149 Pearl St. 7th Floor"/> Street 2 <input style="width: 40%;" type="text"/> * City <input style="width: 20%;" type="text" value="Beaumont"/> State <input style="width: 20%;" type="text" value="TX: Texas"/> Zip <input style="width: 20%;" type="text" value="77701-3600"/> Congressional District, if known: <input style="width: 20%;" type="text" value="14"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: <div style="height: 100px;"></div>		
6. * Federal Department/Agency: <input style="width: 100%;" type="text" value="ONDCP"/>	7. * Federal Program Name/Description: <input style="width: 100%;" type="text"/> CFDA Number, if applicable: <input style="width: 100%;" type="text"/>	
8. Federal Action Number, if known: <input style="width: 100%;" type="text" value="G22HN0029A"/>	9. Award Amount, if known: \$ <input style="width: 50%;" type="text" value="16,200.00"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input style="width: 10%;" type="text"/> * First Name <input style="width: 30%;" type="text" value="none"/> Middle Name <input style="width: 30%;" type="text"/> * Last Name <input style="width: 40%;" type="text" value="none"/> Suffix <input style="width: 10%;" type="text"/> * Street 1 <input style="width: 40%;" type="text"/> Street 2 <input style="width: 40%;" type="text"/> * City <input style="width: 20%;" type="text"/> State <input style="width: 20%;" type="text"/> Zip <input style="width: 20%;" type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input style="width: 10%;" type="text"/> * First Name <input style="width: 30%;" type="text" value="none"/> Middle Name <input style="width: 30%;" type="text"/> * Last Name <input style="width: 40%;" type="text" value="none"/> Suffix <input style="width: 10%;" type="text"/> * Street 1 <input style="width: 40%;" type="text"/> Street 2 <input style="width: 40%;" type="text"/> * City <input style="width: 20%;" type="text"/> State <input style="width: 20%;" type="text"/> Zip <input style="width: 20%;" type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tler above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: <input style="width: 100%;" type="text"/> * Name: Prefix <input style="width: 10%;" type="text"/> * First Name <input style="width: 30%;" type="text" value="Jeff"/> Middle Name <input style="width: 30%;" type="text"/> * Last Name <input style="width: 40%;" type="text" value="Branick"/> Suffix <input style="width: 10%;" type="text"/> Title: <input style="width: 40%;" type="text" value="County Judge, Jefferson County"/> Telephone No.: <input style="width: 20%;" type="text" value="409-835-8466"/> Date: <input style="width: 20%;" type="text"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Application for Federal Assistance SF-424			
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <div style="border: 1px solid black; height: 15px; width: 100%;"></div> * Other (Specify): <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	
* 3. Date Received: <div style="border: 1px solid black; padding: 2px;">06/30/2022</div>	4. Applicant Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
5a. Federal Entity Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	5b. Federal Award Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
State Use Only:			
6. Date Received by State: <div style="border: 1px solid black; width: 80px; height: 15px;"></div>	7. State Application Identifier: <div style="border: 1px solid black; width: 350px; height: 15px;"></div>		
8. APPLICANT INFORMATION:			
* a. Legal Name: <div style="border: 1px solid black; padding: 2px;">Jefferson County</div>			
* b. Employer/Taxpayer Identification Number (EIN/TIN): <div style="border: 1px solid black; padding: 2px;">74-600291</div>		* c. UEI: <div style="border: 1px solid black; padding: 2px;">EKC1BVNLJXA8</div>	
d. Address:			
* Street1:	<div style="border: 1px solid black; padding: 2px;">1149 Pearl Street 7th Floor</div>		
Street2:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
* City:	<div style="border: 1px solid black; padding: 2px;">Beaumont</div>		
County/Parish:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
* State:	<div style="border: 1px solid black; padding: 2px;">TX: Texas</div>		
Province:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
* Country:	<div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div>		
* Zip / Postal Code:	<div style="border: 1px solid black; padding: 2px;">77701-3600</div>		
e. Organizational Unit:			
Department Name: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		Division Name: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix:	<div style="border: 1px solid black; padding: 2px;">Mr.</div>	* First Name:	<div style="border: 1px solid black; padding: 2px;">Frank</div>
Middle Name:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
* Last Name:	<div style="border: 1px solid black; padding: 2px;">McDaniel</div>		
Suffix:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
Title:	<div style="border: 1px solid black; padding: 2px;">Director</div>		
Organizational Affiliation:			
<div style="border: 1px solid black; height: 15px; width: 100%;"></div>			
* Telephone Number:	<div style="border: 1px solid black; padding: 2px;">281-372-5850</div>	Fax Number:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>
* Email:	<div style="border: 1px solid black; padding: 2px;">FMcDaniel@houstonhidta.net</div>		

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

ONDCP

11. Catalog of Federal Domestic Assistance Number:

95.001

CFDA Title:

*** 12. Funding Opportunity Number:**

HIDTA

* Title:

High Intensity Drug Trafficking Area

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

High Intensity Drug Trafficking Area program. Initiatives defined and approved by Houston HIDTA's Executive Board

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: <input type="text" value="14"/>	* b. Program/Project: <input type="text" value="14"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date: <input type="text" value="01/01/2022"/>	* b. End Date: <input type="text" value="12/31/2023"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="16,200.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="16,200.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/> .	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Jeff"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Branick"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="County Judge, Jefferson County"/>	
* Telephone Number: <input type="text" value="409-835-8466"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="jbranick@co.jefferson.tx.us"/>	
* Signature of Authorized Representative: <input type="text"/>	* Date Signed: <input type="text"/>



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

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

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

John Shauburger
Chief of Corrections
jshauburger@co.jefferson.tx.us

To: Fran Lee, Auditing

From: Donta Miller, Jefferson County Sheriff's Office

Date: 7/6/2022

RE: Funds Transfer

Transfer to Acct. #	120-3059-421.60-07	Vehicle and equipment	\$25,000	
Transfer from Acct#	120-3059-421.60-35	Reprogramming Radios		\$25,000

This transfer request is to cover a replacement patrol vehicle and equipment.

Thank you

Chief Donta Miller
Jefferson County Sheriff Office



PRODUCT PRICING SUMMARY

GOODBUY 17-17 8F000 VEHICLES

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

End User: JEFFERSON COUNTY

Prepared by: KEN DURBIN

Contact: JOE ZURITA MO # 960-1380

Phone: MO # 409-284-1009

Email: JZURITA@CO.JEFFERSON.TX.US

Email: KDURBIN.SILSBEEFLEET@GMAIL

Product Description 2022 CHEV TAHOE PPV

Date: June 27, 2022

A. Bid Item: 4 A. Base Price: \$ 31,992.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
1	TAHOE PPV 2WD	\$ 4,445.00		BLACK EXT / GRAY INT	
	5.3L V-8 W-AUTOMATIC	\$ -			
	POWER GROUP / WINDOWS & LOCKS	\$ -		CUSTOMER PICK UP	
	REAR VIEW CAMERA	\$ -			
	CRUISE CONTROL	\$ -	I		
	RUNNING BOARDS	\$ -			
	KEYLESS ENTRY				
	TRAILER TOW PKG / CLASS # 3 HITCH				

Total of B. Published Options: \$ 4,445.00

Published Option Discount (5%) \$ -

C. Additional Options [not to exceed 25%] \$= 0.9 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG	\$ 125.00		\$ -
TINT WINDOWS LEGAL	\$ 185.00		

Total of C. Unpublished Options: \$ 310.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ 445.75

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ 111.75

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 0 miles \$ -

H. Subtotal: \$ 37,304.50

I. Quantity Ordered 1 x K = \$ 37,304.50

J. Trade in: 8 TRADE IN'S PER LIST \$ (25,000.00)

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 12,604.50

STALKER radar

applied concepts, inc.

QUOTE

2062529

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 05/24/22

Inside Sales Partner: Pam Schneidewind
+1-972-801-4890
pams@stalkerradar.com

Reg Sales Mgr: Bill Switzer - S TX
+1-972-837-3434
bills@stalkerradar.com

Effective From : 05/24/2022

Valid Through: 08/22/2022

Lead Time: 45 working days

Bill To: Jefferson Co Auditors Office 1149 Pearl St Fl 7 Beaumont, TX 77701-3638	Customer ID: 028157 Accounts Payable	Ship To: Jefferson Co Sheriffs Office 7789 Viterbo Rd Nederland, TX 77627-8928	FedEx Ground Director Service Center Joe Zurita
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	806-0022-00	DSR 2 Antenna Radar	36	\$3,192.00	\$3,192.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	1	200-0999-40	DSR Enhanced Counting Unit, 1.5 PCB			\$0.00
2	1	200-1000-30	DSR Modular Display, Bright LEDs			\$0.00
3	2	200-1237-00	DSR Ka Antenna			\$0.00
4	1	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch			\$0.00
5	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
6	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
7	1	200-0243-00	Counting/Display Tall Mount			\$0.00
8	1	200-0244-00	Antenna Dash Mount			\$0.00
9	1	200-0245-00	Antenna Tall Deck Mount			\$0.00
10	1	200-0648-00	Display Sun Shield			\$0.00
11	1	155-2591-08	8 Foot Antenna Cable, IP67			\$0.00
12	1	155-2591-25	25 Foot antenna Cable, IP67			\$0.00
13	1	200-0622-01	2015-Present Tahoe VSS Cable Kit			\$0.00
14	1	200-0821-00	DSR Documentation Kit			\$0.00
15	1	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
16	1	060-1000-36	36 Month Warranty			\$0.00
17	1	155-2211-00	Remote Display Interconnect Cable		\$80.00	\$80.00
18	1	200-1476-00	2021-23 Tahoe Ka Band Rear Antenna Mount		\$130.00	\$130.00
19	1	200-1475-00	2021-23 Tahoe Ant/CU/Display Combo Mount		\$164.00	\$164.00
Group Total						\$3,566.00

Product	\$3,566.00	Sub-Total:	\$3,566.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$22.50
		Total: USD	\$3,588.50

Vehicle Information:
2022 Chevrolet Tahoe SUV

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



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

PARTS INVOICE

INVOICE NO. 009647	CUSTOMER NO. JEFF11	P.O.# X0	CUSTOMER NAME JEFFERSON COUNTY	DATE 06/14/22
THANK YOU FOR YOUR BUSINESS			1149 PEARL ST BEAUMONT TX 77701 ACCTSPAY@CO.JEFFERSON.TX.US H: (409) 835-8500 C: ()	
2022 TAHOE SCHOOL RESOURCE				

Customer Quote

	(3)	1	C3.C1632752CM	52" COVERT DUAL	1795.00	1795.00	1795.00
	(3)	1	C3.CZMATSIB	SERIAL INTERFAC	199.00	112.26	112.26
F48	(3)	1	W.SAK70	21 TAH SPKR BKT	41.00	30.02	30.02
F57	(3)	2	SO.EMPS2SMS2W	4" SCREW MNT	129.00	85.09	170.18
F50	(3)	2	W.MCRNSJX	R/B MICRON	68.71	68.71	137.42
DIR	(3)	1	R.5704WM	2021 TAHOE PART	761.81	559.93	559.93
DIR	(3)	1	R.570341	21 TAH PART INS	204.42	150.25	150.25
DIR	(3)	1	R.5700CT4R	21 TAH REC PNL	241.32	177.37	177.37
DIR	(3)	1	R.5714FEM	21 TAH CB WIRE	549.64	403.98	403.98
DIR	(3)	1	LI.VH21TAH	21 TAH CONSOLE	499.00	419.00	419.00
DIR	(3)	1	LI.21TAHWBASE	WIDE BASE	299.00	234.15	234.15
DIR	(3)	1	LI.CHB2EN	CUPHOLDER	52.96	38.01	38.01
DIR	(3)	2	LI.MK2CL	MIC HOLDER	24.48	17.57	35.14
DIR	(3)	1	LI.HDARMVP	ARMREST	203.32	145.92	145.92
DIR	(3)	1	LI.PB250200	PEN BOX	56.07	40.24	40.24
	(3)	1	LI.PS3USB3C	3OUTLET W USE	149.00	94.09	94.09
DIR	(3)	1	LI.ARMTELS	SLIDE ARM	361.93	259.74	259.74
DIR	(3)	1	LI.TS1	TILT/SWIV ATTAC	89.44	64.19	64.19
F14	(3)	1	911.GMPASS	4WAY/6WAY CONN	40.00	27.45	27.45
F52	(3)	1	C3.3492L6S	XCEL SIREN	499.00	327.57	327.57
DIR	(3)	1	W.RPLS54X	RR PILLAR LEDS	1536.00	989.44	989.44

Counterman 57 Quoted: 06/14/2022 13:47:26

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller, Silsbee Ford, Inc., hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and Silsbee Ford, Inc., neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products.

X

CUSTOMER SIGNATURE

TERMS

No returns on electrical or special order items. Restocking charge applied on all merchandise returned for credit or refund. No returns after 30 days or without this invoice.

Freight 265.00
Parts 6211.35
State Tax .00

Quote Total 6476.35

009647

Customer Quote

PGM: GMCOMMV2	DATE 07-05-2022	PAGE: 1 219
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
DAWN DONUTS	58.50	496681
CHAPMAN VENDING	211.17	496704
		269.67**
ROAD & BRIDGE PCT.#1		
SPIDLE & SPIDLE	13,664.42	496562
RB EVERETT & COMPANY, INC.	3,208.57	496577
M&D SUPPLY	17.86	496588
SCOOTER'S LAWNMOWERS	133.29	496598
SOUTHERN TIRE MART, LLC	135.00	496606
ASCO	688.64	496671
MUNRO'S UNIFORM SERVICES, LLC	28.10	496718
		17,875.88**
ROAD & BRIDGE PCT.#2		
EASTEX RUBBER & GASKET	122.21	496576
ENTERGY	98.30	496582
M&D SUPPLY	87.95	496588
MOTION INDUSTRIES, INC.	213.12	496590
RITTER @ HOME	14.98	496596
CY-FAIR TIRE	171.81	496696
CHARTER COMMUNICATIONS	142.25	496715
MUNRO'S UNIFORM SERVICES, LLC	162.00	496718
		1,012.62**
ROAD & BRIDGE PCT. # 3		
FARM & HOME SUPPLY	59.63	496579
LOUIS' YAZOO SALES & SERVICE, LLC	42.50	496587
AT&T	77.08	496602
SMITTY'S HAMSHIRE GULF	42.00	496684
GULF COAST	4,349.16	496699
MUNRO'S UNIFORM SERVICES, LLC	297.40	496718
		4,867.77**
ROAD & BRIDGE PCT.#4		
SPIDLE & SPIDLE	7,942.19	496562
CITY OF BEAUMONT - WATER DEPT.	21.56	496572
ENTERGY	1,392.49	496582
M&D SUPPLY	1.26	496588
SANITARY SUPPLY, INC.	327.06	496597
UNITED STATES POSTAL SERVICE	.46	496627
MARTIN PRODUCT SALES LLC	3,858.30	496644
NATALIE ROBERTS	116.00	496647
ON TIME TIRE	110.00	496665
MUNRO'S UNIFORM SERVICES, LLC	262.86	496718
		14,032.18**
ENGINEERING FUND		
UNITED STATES POSTAL SERVICE	1.16	496627
FUNCTION 4 LLC	195.50	496685
		196.66**
PARKS & RECREATION		
ENTERGY	328.62	496582
LOUIS' YAZOO SALES & SERVICE, LLC	1,406.55	496587
		1,735.17**
GENERAL FUND		
TAX OFFICE		
UNITED STATES POSTAL SERVICE	580.71	496627
ODP BUSINESS SOLUTIONS, LLC	459.03	496717
		1,039.74*
COUNTY HUMAN RESOURCES		
UNITED STATES POSTAL SERVICE	.46	496627
		.46*
AUDITOR'S OFFICE		
UNITED STATES POSTAL SERVICE	5.14	496627
		5.14*
COUNTY CLERK		

PGM: GMCOMMV2	DATE 07-05-2022	PAGE: 2	220
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	272.32	496627	272.32*
COUNTY JUDGE			
CAYLA CALAMIA	2,600.00	496570	
LAIRON DOWDEN, JR.	500.00	496575	
LINDA F PATTERSON	450.00	496591	
ANITA F. PROVO	500.00	496594	
CDW COMPUTER CENTERS, INC.	462.93	496611	
CHARLES ROJAS	500.00	496612	
UNITED STATES POSTAL SERVICE	8.90	496627	
MOORE LANDREY LLP	500.00	496656	
KENT W JOHNS	500.00	496659	
DUNHAM HALLMARK PLLC	500.00	496661	
WILLIAM FORD DISHMAN	500.00	496675	
SNIDER LAW FIRM PLLC	500.00	496676	
BRADLEY LAW FIRM	500.00	496702	
LAW FIRM OF NANCY HART HOFFMAN	500.00	496706	
ODP BUSINESS SOLUTIONS, LLC	84.52	496717	8,606.35*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	3.70	496627	3.70*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	72.52	496627	72.52*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	914.30	496685	914.30*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	56.86	496627	56.86*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	65.00	496585	
ADVANCED STAFFING	97.50	496607	
CROWN CASTLE INTERNATIONAL	1,833.43	496638	
CHARTER COMMUNICATIONS	646.41	496710	2,642.34*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	14,105.25	496611	
ODP BUSINESS SOLUTIONS, LLC	27.98	496717	14,133.23*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	193.33	496627	193.33*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	455.76	496585	
UNITED STATES POSTAL SERVICE	239.08	496627	
MICHELLE R BRISTER	110.56	496642	
FUNCTION 4 LLC	1,999.00	496685	
ODP BUSINESS SOLUTIONS, LLC	438.58	496717	3,242.98*
DISTRICT CLERK			
SOUTHERN COMPUTER WAREHOUSE	581.51	496566	
CDW COMPUTER CENTERS, INC.	5,487.95	496611	
UNITED STATES POSTAL SERVICE	334.61	496627	
TEXAS DISTRICT COURT ALLIANCE	50.00	496643	
ODP BUSINESS SOLUTIONS, LLC	99.99	496717	4,421.84*
CRIMINAL DISTRICT COURT			
RENE MULHOLLAND	1,416.20	496605	
KEVIN S. LAINE	410.00	496609	
UNITED STATES POSTAL SERVICE	24.31	496627	1,850.51*
60TH DISTRICT COURT			

PGM: GMCOMMV2	DATE 07-05-2022	PAGE: 3
NAME	AMOUNT	CHECK NO.
		TOTAL
UNITED STATES POSTAL SERVICE	.53	496627
252ND DISTRICT COURT		.53*
KEVIN S. LAINE	410.00	496609
UNITED STATES POSTAL SERVICE	3.16	496627
JUDGE RAQUEL WEST	117.01	496631
LAURIE PEROZZO	800.00	496652
ALEX BILL III	900.00	496658
M.K. HAMZA, PHD, P.A.	1,600.00	496668
STEVEN GREENE	605.01	496674
MATUSKA LAW FIRM	11,397.50	496677
279TH DISTRICT COURT		15,832.68*
NATHAN REYNOLDS, JR.	385.00	496595
REAUD MORGAN & QUINN LLP	220.00	496650
JASON ROBERT NICKS	165.00	496654
WILLIAM FORD DISHMAN	440.00	496675
317TH DISTRICT COURT		1,210.00*
TRACEY D. BURK	1,251.90	496569
ANITA F. PROVO	650.00	496594
GLEN M. CROCKER	500.00	496629
JOEL WEBB VAZQUEZ	150.00	496639
BRITTANIE HOLMES	150.00	496667
WILLIAM FORD DISHMAN	450.00	496675
MATUSKA LAW FIRM	150.00	496677
JUSTICE COURT-PCT 1 PL 1		3,301.90*
CASH ADVANCE ACCOUNT	163.00	496585
UNITED STATES POSTAL SERVICE	19.84	496627
JUSTICE COURT-PCT 1 PL 2		182.84*
UNITED STATES POSTAL SERVICE	32.48	496627
JUSTICE COURT-PCT 4		32.48*
KIRKSEY'S SPRINT PRINTING	24.95	496586
JUSTICE COURT-PCT 6		24.95*
UNITED STATES POSTAL SERVICE	35.67	496627
JUSTICE COURT-PCT 7		35.67*
PORT ARTHUR NEWS, INC.	174.00	496593
AT&T	34.07	496602
COUNTY COURT AT LAW NO.1		208.07*
UNITED STATES POSTAL SERVICE	1.45	496627
SIERRA SPRING WATER CO. - BT	86.37	496628
COUNTY COURT AT LAW NO. 2		87.82*
JACK LAWRENCE	300.00	496563
UNITED STATES POSTAL SERVICE	6.98	496627
THE WALKER LAW FIRM	250.00	496705
COUNTY COURT AT LAW NO. 3		556.98*
A. MARK FAGGARD	250.00	496578
BRANDI SEWELL	204.76	496608
UNITED STATES POSTAL SERVICE	11.99	496627
LANGSTON ADAMS	300.00	496632
MATUSKA LAW FIRM	250.00	496677
JARED GILTHORPE	750.00	496678
THE WALKER LAW FIRM	250.00	496705
COURT MASTER		2,016.75*

PGM: GMCOMMV2	DATE 07-05-2022	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
KENT W JOHNS	500.00	496659
BUDDIE J HAHN	3,134.90	496700
MEDIATION CENTER		3,634.90*
SOUTHEAST TEXAS WATER	41.50	496601
UNITED STATES POSTAL SERVICE	6.92	496627
KARA HAWTHORN	380.00	496660
ODP BUSINESS SOLUTIONS, LLC	130.76	496717
SHERIFF'S DEPARTMENT		559.18*
CHUCK'S WRECKER SERVICE	350.00	496571
AT&T	284.76	496602
CDW COMPUTER CENTERS, INC.	202.52	496611
UNITED STATES POSTAL SERVICE	1,079.28	496627
ATLAS INDUSTRIAL SUPPLY INC	2,369.63	496695
CRIME LABORATORY		4,286.19*
FISHER SCIENTIFIC	305.54	496580
VERIZON WIRELESS	37.99	496624
CERILLIANT	280.00	496633
CLAN LAB INVESTIGATING CHEMISTS	1,800.00	496634
CLEAN HARBORS ENVIRONMENTAL SERVICE	95.49	496636
LIPOMED	48.80	496655
AIRGAS USA, LLC	304.20	496692
ODP BUSINESS SOLUTIONS, LLC	388.98	496717
JAIL - NO. 2		3,261.00*
BEAUMONT TRACTOR COMPANY	156.34	496567
CASH ADVANCE ACCOUNT	848.00	496585
M&D SUPPLY	76.83	496588
MCCOWN PAINT & SUPPLY OF TEXAS	220.00	496589
SCOOTER'S LAWNMOWERS	227.15	496598
AT&T	1,024.63	496602
LOWE'S HOME CENTERS, INC.	225.64	496630
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	1,047.43	496651
WORLD FUEL SERVICES	1,474.04	496653
A1 FILTER SERVICE COMPANY	765.20	496664
CONSTELLATION NEWENERGY - GAS DIVIS	3,398.19	496670
GALLS LLC	482.75	496680
THE MONOGRAM SHOP	151.00	496686
MOORE-ALL TEX SUPPLY	146.30	496691
TRINITY SERVICES GROUP INC	81,487.42	496698
JUVENILE PROBATION DEPT.		91,730.92*
UNITED STATES POSTAL SERVICE	8.20	496627
TANISHA GRIFFIN	163.80	496679
JUVENILE DETENTION HOME		172.00*
HYDRO-CLEAN SERVICES, INC.	619.00	496584
SANITARY SUPPLY, INC.	232.88	496597
CDW COMPUTER CENTERS, INC.	339.34	496611
CLEAN HARBORS ENVIRONMENTAL SERVICE	87.86	496636
FLOWERS BAKING COMPANY OF HOUSTON	82.46	496720
CONSTABLE PCT 1		1,361.54*
UNITED STATES POSTAL SERVICE	177.17	496627
ODP BUSINESS SOLUTIONS, LLC	105.60	496717
CONSTABLE-PCT 2		282.77*
CHRISTOPHER BATES	60.00	496669
CONSTABLE-PCT 6		60.00*
UNITED STATES POSTAL SERVICE	10.49	496627
ODP BUSINESS SOLUTIONS, LLC	115.55	496717
CONSTABLE PCT. 7		126.04*

PGM: GMCOMMV2	DATE 07-05-2022	PAGE: 5	223
NAME	AMOUNT	CHECK NO.	TOTAL
ODP BUSINESS SOLUTIONS, LLC	112.83	496717	112.83*
AGRICULTURE EXTENSION SVC			
M&D SUPPLY	100.16	496588	
TEXAS AGRILIFE EXTENSION SERVICE	35.00	496646	
DAVID OATES	82.17	496683	
TYLER FITZGERALD	273.08	496694	
COURTNEY PRIESS	32.18	496707	522.59*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	6,000.00	496568	
CLAYBAR HAVEN OF REST	3,420.00	496625	
UNITED STATES POSTAL SERVICE	99.41	496627	
THOMSON REUTERS-WEST	152.60	496673	
ODP BUSINESS SOLUTIONS, LLC	841.98	496717	10,513.99*
HEALTH AND WELFARE NO. 2			
AT&T	34.07	496602	
CLEAN HARBORS ENVIRONMENTAL SERVICE	89.11	496636	
THOMSON REUTERS-WEST	152.60	496673	
CENTERPOINT ENERGY RESOURCES	30.62	496687	
CHARTER COMMUNICATIONS	166.72	496712	
ODP BUSINESS SOLUTIONS, LLC	553.17	496717	1,026.29*
ENVIRONMENTAL CONTROL			
AT&T	34.07	496602	34.07*
INDIGENT MEDICAL SERVICES			
TDS OPERATING INC	130.14	496690	130.14*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	125.00	496561	
JOHNSTONE SUPPLY	2,071.44	496564	
CITY OF BEAUMONT - WATER DEPT.	382.87	496572	
COBURN SUPPLY COMPANY INC	101.06	496574	
W.W. GRAINGER, INC.	82.44	496581	
ENTERGY	47,817.07	496582	
MCCOWN PAINT & SUPPLY OF TEXAS	92.28	496589	
ACE IMAGEWEAR	50.36	496600	
AT&T	239.78	496602	
REXEL USA INC	574.13	496689	
CHARTER COMMUNICATIONS	174.69	496714	51,711.12*
MAINTENANCE-PORT ARTHUR			
SPIDLE & SPIDLE	927.79	496562	
AT&T	1,458.58	496602	
TEXAS DEPT OF LICENSING &	20.00	496603	
LOWE'S HOME CENTERS, INC.	8.49	496630	
TEXAS GAS SERVICE	697.91	496635	
CHARTER COMMUNICATIONS	106.78	496711	3,219.55*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	4.59	496596	
ACE IMAGEWEAR	129.46	496600	134.05*
SERVICE CENTER			
SPIDLE & SPIDLE	22,736.16	496562	
HI-LINE	941.35	496583	
PHILPOTT MOTORS, INC.	990.00	496592	
JEFFERSON CTY. TAX OFFICE	22.00	496614	
JEFFERSON CTY. TAX OFFICE	7.50	496615	
JEFFERSON CTY. TAX OFFICE	7.50	496616	
JEFFERSON CTY. TAX OFFICE	7.50	496617	
JEFFERSON CTY. TAX OFFICE	7.50	496618	

PGM: GMCOMMV2	DATE 07-05-2022	PAGE: 6	224
NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	496619	
JEFFERSON CTY. TAX OFFICE	7.50	496620	
JEFFERSON CTY. TAX OFFICE	7.50	496621	
JEFFERSON CTY. TAX OFFICE	7.50	496622	
JEFFERSON CTY. TAX OFFICE	7.50	496623	
BUMPER TO BUMPER	508.49	496640	
AMERICAN TIRE DISTRIBUTORS	136.05	496649	
MIGHTY OF SOUTHEAST TEXAS	273.59	496662	
			25,675.14*
			250,656.92**
MOSQUITO CONTROL FUND			
CLARKE MOSQUITO CONTROL	53,020.00	496573	
SANITARY SUPPLY, INC.	77.78	496597	
UNITED PARCEL SERVICE	217.08	496604	
CY-FAIR TIRE	39.95	496696	
MUNRO'S UNIFORM SERVICES, LLC	75.19	496718	
			53,430.00**
EMPG GRANT			
FUNCTION 4 LLC	122.90	496685	
			122.90**
GRANT A STATE AID			
CASH ADVANCE ACCOUNT	326.52	496585	
			326.52**
COMMUNITY SUPERVISION FND			
SANITARY SUPPLY, INC.	107.20	496597	
UNITED STATES POSTAL SERVICE	77.14	496627	
CLEAN HARBORS ENVIRONMENTAL SERVICE	448.50	496636	
JCCSC	469.00	496657	
BOSWORTH PAPERS	883.47	496703	
CHARTER COMMUNICATIONS	166.72	496713	
ODP BUSINESS SOLUTIONS, LLC	795.70	496717	
			2,947.73**
MISDEMEANOR PRE-TRIAL			
BOSWORTH PAPERS	530.04	496703	
			530.04**
VETERAN'S PRE-TRIAL PROG.			
BOSWORTH PAPERS	706.65	496703	
			706.65**
LAW OFFICER TRAINING GRT			
CDW COMPUTER CENTERS, INC.	169.67	496611	
			169.67**
COUNTY CLERK - RECORD MGT			
SOUTHERN COMPUTER WAREHOUSE	2,907.55	496566	
			2,907.55**
REGIONAL COMM. SAVNS			
APPRISS INSIGHTS, LLC	7,535.92	496708	
			7,535.92**
CJD SHERIFF GRANTS			
MOTOROLA SOLUTIONS INC	29,935.64	496610	
			29,935.64**
J.P. COURTROOM TECH. FUND			
SOUTHERN COMPUTER WAREHOUSE	4,070.57	496566	
CDW COMPUTER CENTERS, INC.	12,151.92	496611	
			16,222.49**
HOTEL OCCUPANCY TAX FUND			
CASH ADVANCE ACCOUNT	1,039.35	496585	
UNITED STATES POSTAL SERVICE	9.25	496627	
FORD PARK	23,000.00	496637	
JESSIE DAVIS	167.31	496648	
SAM'S CLUB DIRECT	93.95	496666	
MATERA PAPER COMPANY INC	143.68	496672	

PGM: GMCOMMV2	DATE 07-05-2022	PAGE: 7 225
NAME	AMOUNT	CHECK NO. TOTAL
FUNCTION 4 LLC	102.10	496685
COTTON CARGO	144.00	496697
CHARTER COMMUNICATIONS	130.63	496709
NANAS POPCORN & MORE	214.34	496721
		25,044.61**
AIRPORT FUND		
E. SULLIVAN ADVERTISING & DESIGN	9,177.65	496613
UNITED STATES POSTAL SERVICE	.53	496627
3L PRINTING COMPANY	75.00	496682
TITAN AVIATION FUELS	68,103.39	496693
		77,356.57**
SE TX EMP. BENEFIT POOL		
HOLMES MURPHY	13,750.00	496641
EXPRESS SCRIPTS INC	106,403.33	496688
		120,153.33**
SETEC FUND		
HINDS QUALITY FENCE, INC.	10,590.00	496565
		10,590.00**
D.A.'S FORFEITURED FUNDS		
ODP BUSINESS SOLUTIONS, LLC	319.99	496717
		319.99**
ARPA CORONAVIRUS RECOVERY		
TIDAL BASIN GOVERNMENT CONSULTING	7,758.75	496701
		7,758.75**
J C ASSISTANCE DISTRICT 4		
ENTERGY	9.26	496582
		9.26**
CNTY & DIST COURT TECH FD		
CDW COMPUTER CENTERS, INC.	485.18	496611
		485.18**
MARINE DIVISION		
SETZER HARDWARE, INC.	146.00	496599
THE DINGO GROUP-PETE JORGENSEN MARI	641.18	496645
AERO PERFORMANCE	38.56	496719
		825.74**
SHERIFF - COMMISSARY		
MUELLER INC	310.35	496663
		310.35**
		647,695.78***

PGM: GMCOMMV2	DATE 07-12-2022	PAGE: 1 226
NAME	AMOUNT	CHECK NO. TOTAL
JURY FUND		
DAWN DONUTS	58.50	496838
ROAD & BRIDGE PCT.#2		58.50**
ENTERGY	123.62	496758
ROAD & BRIDGE PCT. # 3		123.62**
SPIDLE & SPIDLE	13,311.41	496745
DELL MARKETING L.P.	1,641.90	496755
ENTERGY	517.89	496758
W. JEFFERSON COUNTY M.W.D.	28.95	496781
TEXAS GAS SERVICE	191.46	496803
WINDSTREAM	48.00	496811
CINTAS CORPORATION	129.35	496839
ALL TERRAIN EQUIPMENT CO	95.52	496843
O'REILLY AUTO PARTS	209.84	496851
MUNRO'S UNIFORM SERVICES, LLC	33.15	496871
ROAD & BRIDGE PCT.#4		16,207.47**
DELL MARKETING L.P.	273.65	496755
ENTERGY	17.65	496758
SCOOTER'S LAWNMOWERS	78.32	496774
W. JEFFERSON COUNTY M.W.D.	78.11	496781
JASON'S DELI	2,617.70	496789
UNITED STATES POSTAL SERVICE	11.85	496794
4IMPRINT, INC.	681.25	496801
J&E WELDING INC	450.00	496825
ASCO	1,237.81	496830
ALL TERRAIN EQUIPMENT CO	13,734.15	496843
MUNRO'S UNIFORM SERVICES, LLC	90.78	496871
ENGINEERING FUND		19,271.27**
UNITED STATES POSTAL SERVICE	14.82	496794
PARKS & RECREATION		14.82**
CITY OF PORT ARTHUR - WATER DEPT.	71.06	496752
ENTERGY	10.04	496758
W. JEFFERSON COUNTY M.W.D.	55.34	496781
CINTAS CORPORATION	414.94	496839
ALL TERRAIN EQUIPMENT CO	645.97	496843
GENERAL FUND		1,197.35**
JEFFERSON CTY. CLERK	2,019.51	496743
TAX OFFICE		2,019.51*
PITNEY BOWES, INC.	84.00	496769
SOUTHEAST TEXAS WATER	308.00	496776
AT&T	114.21	496778
UNITED STATES POSTAL SERVICE	448.67	496794
UNITED STATES POSTAL SERVICE	59.66	496795
ODP BUSINESS SOLUTIONS, LLC	335.44	496870
COUNTY HUMAN RESOURCES		1,349.98*
UNITED STATES POSTAL SERVICE	6.75	496794
AUDITOR'S OFFICE		6.75*
SOUTHEAST TEXAS WATER	34.95	496777
UNITED STATES POSTAL SERVICE	2.11	496794
ODP BUSINESS SOLUTIONS, LLC	89.73	496870
COUNTY CLERK		126.79*

PGM: GMCOMMV2	DATE 07-12-2022	PAGE: 2	227
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	201.70	496794	
UNITED STATES POSTAL SERVICE	144.47	496795	
SIERRA SPRING WATER CO. - BT	122.83	496797	
ODP BUSINESS SOLUTIONS, LLC	329.85	496870	
COUNTY JUDGE			798.85*
DELL MARKETING L.P.	2,126.34	496755	
ODP BUSINESS SOLUTIONS, LLC	113.78	496870	
RISK MANAGEMENT			2,240.12*
UNITED STATES POSTAL SERVICE	8.96	496794	
COUNTY TREASURER			8.96*
CASH ADVANCE ACCOUNT	666.29	496760	
UNITED STATES POSTAL SERVICE	95.48	496794	
PURCHASING DEPARTMENT			761.77*
UNITED STATES POSTAL SERVICE	87.75	496794	
GENERAL SERVICES			87.75*
CASH ADVANCE ACCOUNT	25.00	496760	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	496779	
ADVANCED STAFFING	39.00	496784	
VERIZON WIRELESS	267.15	496790	
SEPS INC	1,690.50	496824	
DATA PROCESSING			4,721.65*
DELL MARKETING L.P.	20,207.78	496755	
CDW COMPUTER CENTERS, INC.	1,222.71	496786	
JOHN FERRARA	498.44	496806	
PEERNET INC	457.80	496828	
SKYHELM LLC	915.00	496845	
ODP BUSINESS SOLUTIONS, LLC	61.28	496870	
VOTERS REGISTRATION DEPT			23,363.01*
UNITED STATES POSTAL SERVICE	249.88	496794	
ELECTIONS DEPARTMENT			249.88*
DELL MARKETING L.P.	1,711.03	496755	
SIERRA SPRING WATER CO. - BT	69.40	496797	
AT&T MOBILITY	1,879.96	496837	
KNOWINK LLC	150.00	496849	
ODP BUSINESS SOLUTIONS, LLC	109.99	496870	
DISTRICT ATTORNEY			3,920.38*
RANDI A. KING	725.00	496762	
PATRICK KNAUTH	725.00	496764	
UNITED STATES POSTAL SERVICE	261.96	496794	
INTERSTATE ALL BATTERY CENTER - BMT	699.93	496820	
TRANSUNION RISK AND ALTERNATIVE	162.40	496834	
QUENTIN PRICE	118.17	496841	
SCALES BIOLOGICAL LABORATORY INC	900.00	496853	
CAMEO / SABINE NECHES TRAVEL	1,452.40	496872	
DISTRICT CLERK			5,044.86*
KIRKSEY'S SPRINT PRINTING	15.90	496763	
UNITED STATES POSTAL SERVICE	373.28	496794	
CRIMINAL DISTRICT COURT			389.18*
UNITED STATES POSTAL SERVICE	1.56	496794	
58TH DISTRICT COURT			1.56*

PGM: GMCOMMV2	DATE 07-12-2022	PAGE: 3	228
NAME	AMOUNT	CHECK NO.	TOTAL
DELL MARKETING L.P.	1,063.17	496755	1,063.17*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.38	496794	1.38*
172ND DISTRICT COURT			
LEXIS-NEXIS	80.00	496796	80.00*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	22.59	496794	
ALLEN PARKER	8,750.00	496821	
JAMES R. MAKIN, P.C.	675.00	496823	
BRITTANIE HOLMES	8,750.00	496829	18,197.59*
279TH DISTRICT COURT			
ANITA F. PROVO	325.00	496771	
NATHAN REYNOLDS, JR.	330.00	496772	
GERMER PLLC	264.00	496787	
UNITED STATES POSTAL SERVICE	.53	496794	
ANGELA L MORMAN	395.00	496815	
BRITTANIE HOLMES	1,720.00	496829	
JULLIANA REYES	2,244.00	496850	
THE PARDUE LAW FIRM, PLLC	1,870.00	496857	
ALICIA K HALL PLLC	473.00	496858	7,621.53*
317TH DISTRICT COURT			
MARVA PROVO	350.00	496770	
GLEN M. CROCKER	3,425.00	496800	
KIMBERLY PHELAN, P.C.	350.00	496809	
ALLEN PARKER	150.00	496821	
MATUSKA LAW FIRM	900.00	496833	
ALICIA K HALL PLLC	100.00	496858	5,275.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	10.95	496794	10.95*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	11.99	496794	11.99*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	22.62	496794	22.62*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	477.37	496795	477.37*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.75	496794	4.75*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	250.00	496746	
JACK LAWRENCE	800.00	496747	
DONALD BOUDREAUX	250.00	496750	
JOHN E MACEY ATTORNEY AT LAW PLLC	500.00	496766	
MARVA PROVO	500.00	496770	
UNITED STATES POSTAL SERVICE	8.76	496794	
MATUSKA LAW FIRM	400.00	496833	2,708.76*
COUNTY COURT AT LAW NO. 3			
MARVA PROVO	500.00	496770	
NATHAN REYNOLDS, JR.	1,050.00	496772	
UNITED STATES POSTAL SERVICE	8.76	496794	1,558.76*
COURT MASTER			

PGM: GMCOMMV2	DATE 07-12-2022	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	1.06	496794
BUDDIE J HAHN	1,253.96	496855
RICHARD D HUGHES ATTORNEY AT LAW	1,350.00	496860
MEDIATION CENTER		2,605.02*
UNITED STATES POSTAL SERVICE	1.84	496794
SHERIFF'S DEPARTMENT		1.84*
AT&T	71.00	496778
UNITED STATES POSTAL SERVICE	166.02	496794
CRIME LABORATORY		237.02*
AGILENT TECHNOLOGIES	298.09	496748
JAIL - NO. 2		298.09*
BOB BARKER CO., INC.	1,789.00	496749
ENTERGY	46,776.74	496758
SCOOTER'S LAWNMOWERS	1,229.20	496774
LOWE'S HOME CENTERS, INC.	248.70	496802
TRONEX INTERNATIONAL INC	3,450.00	496816
EPIC CARD SERVICES LLC	438.43	496826
SAM'S CLUB DIRECT	458.48	496827
MATERA PAPER COMPANY INC	6,766.87	496831
THOMSON REUTERS-WEST	4,085.99	496832
TND WORKWEAR CO LLC	138.00	496840
PRIDE ENTERPRISES	1,116.50	496856
ODP BUSINESS SOLUTIONS, LLC	1,047.36	496870
JUVENILE PROBATION DEPT.		67,545.27*
WILLIE DAVIS	89.51	496744
EDWARD B. GRIPON, M.D., P.A.	900.00	496757
LARONDA TURNER	72.54	496768
CHERYL TARVER	46.80	496783
UNITED STATES POSTAL SERVICE	6.49	496794
LYNN BIERHALTER	152.10	496810
ROXANA MITCHELL	370.31	496836
EDWIN JAY FRANK	176.67	496846
BRENDA WOOD	234.00	496859
TY-JUNEA JONES	57.33	496865
ODP BUSINESS SOLUTIONS, LLC	348.46	496870
JUVENILE DETENTION HOME		2,454.21*
EPS	1,166.56	496756
ENTERGY	7,038.47	496758
AT&T	703.19	496778
BEN E KEITH COMPANY	3,460.92	496807
VANSCHUCA SANDERS-CHEVIS	800.00	496813
AMERICAN RED CROSS	175.00	496835
BIG THICKET PLUMBING INC	280.00	496847
VEQUAL ROBERTS	800.00	496861
ODP BUSINESS SOLUTIONS, LLC	156.46	496870
CONSTABLE PCT 1		14,580.60*
UNITED STATES POSTAL SERVICE	30.32	496794
CONSTABLE-PCT 2		30.32*
TND WORKWEAR CO LLC	2,973.47	496840
COTTON CARGO	120.00	496854
CONSTABLE-PCT 4		3,093.47*
TND WORKWEAR CO LLC	4,191.70	496840
CONSTABLE-PCT 6		4,191.70*

PGM: GMCOMMV2	DATE 07-12-2022	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	11.06	496794
AGRICULTURE EXTENSION SVC		11.06*
TYLER FITZGERALD	419.46	496852
HEALTH AND WELFARE NO. 1		419.46*
MCKESSON MEDICAL-SURGICAL INC	665.35	496788
CLAYBAR HAVEN OF REST	1,040.00	496791
UNITED STATES POSTAL SERVICE	53.55	496794
HEALTH AND WELFARE NO. 2		1,758.90*
MCKESSON MEDICAL-SURGICAL INC	116.10	496788
CLAYBAR HAVEN OF REST	2,080.00	496792
UNITED STATES POSTAL SERVICE	656.29	496795
NURSE PRACTITIONER		2,852.39*
CLEAN HARBORS ENVIRONMENTAL SERVICE	95.49	496804
INDIGENT MEDICAL SERVICES		95.49*
VECTOR SECURITY	35.00	496842
MOBILE MEDICAL VEHICLES, INC	7,031.75	496869
MAINTENANCE-BEAUMONT		7,066.75*
M&D SUPPLY	33.77	496765
SANITARY SUPPLY, INC.	812.39	496773
ACE IMAGEWEAR	788.00	496775
AT&T	1,138.66	496778
TEXAS DEPT OF LICENSING &	65.00	496780
WORTH HYDROCHEM OF THE GULF COAST	290.00	496782
UNITED STATES POSTAL SERVICE	12.65	496794
BAKER DISTRIBUTING COMPANY	150.37	496805
CENTERPOINT ENERGY RESOURCES CORP	1,126.64	496808
MAINTENANCE-PORT ARTHUR		4,417.48*
CITY OF PORT ARTHUR - WATER DEPT.	1,065.07	496752
ALL-PHASE ELECTRIC SUPPLY	24.80	496754
DELL MARKETING L.P.	273.65	496755
SOLAR	126.82	496798
LOWE'S HOME CENTERS, INC.	81.38	496802
CHRISTOPHER ELECTRIC INC	710.20	496817
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	135.00	496819
VECTOR SECURITY	6,419.98	496842
ALL TERRAIN EQUIPMENT CO	109.99	496843
MAINTENANCE-MID COUNTY		8,946.89*
CITY OF NEDERLAND	90.45	496753
ENTERGY	518.51	496758
AT&T	707.32	496778
W. JEFFERSON COUNTY M.W.D.	48.93	496781
SERVICE CENTER		1,365.21*
AMERICAN TIRE DISTRIBUTORS	529.60	496818
VETERANS SERVICE		529.60*
UNITED STATES POSTAL SERVICE	39.08	496795
MOSQUITO CONTROL FUND		39.08*
JACK BROOKS REGIONAL AIRPORT	70.63	496759
AT&T	34.07	496778
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	242.50	496819
CHARTER COMMUNICATIONS	72.67	496866
SECURITY FEE FUND		419.87**
		204,664.72**

PGM: GMCOMMV2	DATE 07-12-2022	AMOUNT	CHECK NO.	PAGE: 6 231 TOTAL
WAVE SOLUTIONS LLC		10,964.00	496868	10,964.00**
EMPG GRANT				
ROBERT GRIMM		565.95	496848	
CHARTER COMMUNICATIONS		122.62	496867	688.57**
GRANT A STATE AID				
CASH ADVANCE ACCOUNT		276.37	496760	276.37**
COMMUNITY SUPERVISION FND				
UNITED STATES POSTAL SERVICE		72.35	496794	
UNITED STATES POSTAL SERVICE		264.67	496795	
JCCSC		119.00	496822	456.02**
LAW OFFICER TRAINING GRT				
ENTERGY		575.59	496758	575.59**
COUNTY RECORDS MANAGEMENT				
HHM & ASSOCIATES, INC.		14,995.00	496862	14,995.00**
CJD SHERIFF GRANTS				
MOTOROLA SOLUTIONS INC		650.93	496785	650.93**
TAX OFFICE AUTO DEALER				
DELL MARKETING L.P.		3,183.06	496755	3,183.06**
J.P. COURTROOM TECH. FUND				
DELL MARKETING L.P.		273.65	496755	273.65**
HOTEL OCCUPANCY TAX FUND				
CITY OF BEAUMONT - WATER DEPT.		209.15	496751	
AT&T		120.27	496778	
UNITED STATES POSTAL SERVICE		5.32	496794	
CHAPMAN VENDING		142.85	496863	477.59**
CETRZ/CTIF GRANT				
MARTIN PRODUCT SALES LLC		356.00	496812	356.00**
C O SERIES 2019 PROJECTS				
JOHNSON CONTROLS, INC.		11,741.00	496761	11,741.00**
AIRPORT FUND				
CITY OF NEDERLAND		745.86	496753	
DISH NETWORK		116.70	496814	862.56**
SE TX EMP. BENEFIT POOL				
EXPRESS SCRIPTS INC		125,381.46	496844	125,381.46**
PAYROLL FUND				
JEFFERSON CTY. - FLEXIBLE SPENDING		15,126.00	496722	
CLEAT		288.00	496723	
JEFFERSON CTY. TREASURER		12,449.99	496724	
RON STADTMUELLER - CHAPTER 13		182.31	496725	
INTERNAL REVENUE SERVICE		208.00	496726	
JEFFERSON CTY. ASSN. OF D.S. & C.O.		3,980.00	496727	
JEFFERSON CTY. COMMUNITY SUP.		6,473.21	496728	
JEFFERSON CTY. TREASURER - HEALTH		536,326.69	496729	
JEFFERSON CTY. TREASURER - PAYROLL		1,907,501.02	496730	
JEFFERSON CTY. TREASURER - PAYROLL		658,376.55	496731	

NAME	AMOUNT	CHECK NO.	TOTAL
MONEY LIFE INSURANCE OF AMERICA	62.88	496732	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,852.65	496733	
JEFFERSON CTY. TREASURER - TCDRS	756,435.17	496734	
JEFFERSON COUNTY TREASURER	2,951.41	496735	
JEFFERSON COUNTY - TREASURER -	8,064.28	496736	
NECHES FEDERAL CREDIT UNION	35,231.43	496737	
JEFFERSON COUNTY - NATIONWIDE	60,247.44	496738	
SBA - U S DEPARTMENT OF TREASURY	277.78	496739	
CONSERVE	190.03	496740	
INVESCO INVESTMENT SERVICES, INC	756.66	496741	
TRANSWORLD SYSTEMS INC.	185.37	496742	
			4,007,166.87**
GLO DISASTER RECOVERY			
FREESE AND NICHOLS, INC	21,886.76	496864	
			21,886.76**
MARINE DIVISION			
CITY OF NEDERLAND	21.40	496753	
			21.40**
SHERIFF - COMMISSARY			
MAVERICK COMMUNICATIONS, INC.	3,308.16	496767	
			3,308.16**
			4,445,222.61***



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 Shauburger
Chief of Corrections
jshauburger@co.jefferson.tx.us

MEMORANDUM

DATE: July 7, 2022

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

FROM: Chief John Shauburger

RE: Reallocation of Administrative Assistant positions

Please consider and possibly approve the downgrade of one unfilled Administrative Assistant Position to a Deputy position and upgrade one unfilled Administrative Assistant position to a Captain's pay rate for aircraft pilot duties. This reallocation will create a budgeted salary reduction of \$7500.00

Sincerely,

A handwritten signature in black ink, appearing to read 'John Shauburger', is written over a horizontal line. Below the signature, the name 'Chief John Shauburger' is printed in a black, sans-serif font.

Chief John Shauburger



(409) 835-8450 Phone
(409) 839-2350 Fax

1085 Pearl St, Room 103
Beaumont, TX 77701

Jevonne Smith Pollard
Constable, Precinct One

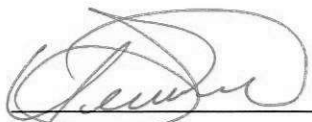
Date: July 6, 2022
To: Fran/ Auditing
From: Constable Jevonne Pollard
Re: Transfer of Funds

Please transfer the funds to the account numbers listed below:

*\$900.00 from Extra Help 120-3065-425-1005 to Minor Equipment 120-3065-425-3084 for barcode scanners for Tyler System.

Please give me a call if you have any questions regarding this matter.

Sincerely,



Jevonne "J.C." Pollard
Constable Precinct 1

JOE "QB" STEVENSON
Constable Precinct 6



1225 Pearl Street, Suite 101A
Beaumont, TX 77701-3639
Telephone: (409) 839-2339
Facsimile: (409) 839-2390

Memo

Date: 7/7/22
To: Fran Lee, Financial Manager
From: Constable's Office Precinct 6 **Fax Number:** (409) 839-2390
RE: Transfer Line Item
Priority: [Urgent]

Line-item Transfer Amendment

DATE: July 7, 2022

Honorable Commissioners Court of Jefferson County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Equipment – Miscellaneous	120 3070 425	40-11	\$355.50
To:	Minor Equipment	120 3070 425	30-84	
Reason:	Amount to cover requisitions for barcode scanner for Tyler Technology transaction requirements for Precinct 6 staff.			

Joe "QB" Stevenson #96
Department Head – Constable – Joe "QB" Stevenson

Approved: County Judge for Commissioners Court

Attest: County Clerk

: Budget Transfer

Mike Trahan <Mike.Trahan@jeffcotx.us>

Thu 7/7/2022 3:07 PM

To: Fran Lee <Fran.Lee@jeffcotx.us>

Cc: Tammy Rains <Tammy.Rains@jeffcotx.us>; Bobby Kelly <Bobby.Kelly@jeffcotx.us>

From: Tammy Rains <Tammy.Rains@jeffcotx.us>

Sent: Thursday, July 7, 2022 3:05 PM

To: Mike Trahan <Mike.Trahan@jeffcotx.us>

Subject: Budget Transfer

Fran,

Please put on Commissioners Court Agenda a budget transfer of \$500 from Electricity 120-6085-416-4056, into Contractual Services 120-6085-416-4056 to finish out this budget year.

Thank you!

Mike Trahan
Road & Bridge Precinct #2
Jefferson County
7759 Viterbo Road
Beaumont, TX 77705
409-727-2173
Mike.Trahan@jeffcotx.us

BENCKENSTEIN & OXFORD, L.L.P.

Joshua C. Heinz

ATTORNEYS AT LAW
 3535 CALDER AVENUE, SUITE 300
 BEAUMONT, TEXAS 77706
 PHONE: (409) 833-9182
 FAX: (409) 833-8819

jheinz@benoxford.com

June 28, 2022

Via Email

Jefferson Co. Commissioners Court
 c/o Hon. Jeff Branick, County Judge
 Jefferson County Courthouse
 1001 Pearl St.
 Beaumont, Texas 77701

Re: Jefferson Co. ESD No. 3 – Fiscal Year 2020-21 Audit Report
 B&O File No. 86971.

Dear Judge Branick and County Commissioners,

Enclosed please find a copy of Jefferson County Emergency Services District No. 3's annual audit report for the fiscal year ended September 30, 2021, which is being submitted to the Jefferson County Commissioners' Court in accordance with Section 775.082 of the Texas Health & Safety Code.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____
 Joshua C. Heinz

JCH/jcr
 Enclosure

cc: **Via Email**
 Mr. Fred Jackson
 Board of Commissioners, JCESD No. 3
 District Administrator, JCESD No. 3

**JEFFERSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 3**

**ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

JEFFERSON COUNTY
EMERGENCY SERVICES
DISTRICT NO. 3

Annual Financial Report

For the Year Ended September 30, 2021

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3
Annual Financial Report
For The Year Ended SEPTEMBER 30, 2021

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JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
CERTIFICATE OF BOARD

We, the undersigned, certify that this accompanying audit report of the above named district was reviewed and approved for the year ended September 30, 2021 at a meeting of the Board of Commissioners held on the 27th day of June, 2022.

Doug Sauer
Board President

Mike Dof
Board Secretary
Treasurer

INTRODUCTORY SECTION

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3**JEFFERSON COUNTY, TEXAS****FOR THE YEAR ENDED SEPTEMBER 30, 2021****Board of Commissioners**

Doug Saunders
Brandon Rose
Rich Courville
Mike Doguet
Bryan Phelps

President
Vice President
Secretary
Treasurer
Assistant Secretary

Command Staff

Jody Herrera

Fire Chief

FINANCIAL SECTION

J. R. Edwards & Associates, LLC

Certified Public Accountants

June 22, 2022

INDEPENDENT AUDITOR'S REPORT

The Board of Commissioners
Jefferson County Emergency Services District No. 3
Jefferson County, Texas

We have audited the accompanying financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No.3, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund the Jefferson County Emergency Services District No. 3, as of September 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Board of Commissioners
Jefferson County Emergency Services District No. 3
Page 2

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 - 9 and page 25 be presented to supplement the basic financial statements. Such information, although not a 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 for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated June 22, 2022 on our consideration of Jefferson County Emergency Services District No. 3's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grants agreements and other matters. The purpose of that report is to solely describe the scope of our testing on internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over the financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Jefferson County Emergency Services District No. 3's internal control over financial reporting and compliance.

J.R. Edwards & Associates, LLC

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2021

In this section of the Annual Financial Report, we, the managers of the Jefferson County Emergency Services District No. 3 (the District), discuss and analyze the District's financial performance for the fiscal year ended September 30, 2021. We encourage readers to consider the information presented here in conjunction with the independent auditors' report on page 2, and the District's Basic Financial Statements that begin on page 10.

FINANCIAL HIGHLIGHTS

- The District's total combined net position was \$1,174,312 at September 30, 2021.
- During the year, the District's revenues were \$13,155 less than the \$372,176 generated in expenses for governmental activities.
- The general fund reported a fund balance this year of \$293,185. All is for unrestricted use by the District.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements include three components: (1) management's discussion and analysis (this section), (2) the basic financial statements, and (3) required supplementary information.

Government-Wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business. They include the Statement of Net Position and the Statement of Activities that provide information about the activities of the District as a whole and present a longer-term view of the District's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner similar to the financial reports of a business enterprise.

The Statement of Net Position presents information in a format that displays assets, plus deferred outflows of resources, less liabilities, less deferred inflows of resources to equal net position. Net position is displayed in three components – net investment in capital assets, restricted, and unrestricted. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. 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 *Statement of Activities* presents information showing how the government's net position changed during the current fiscal year. All changes in net position are reported for all of the current year's revenues and expenses regardless of when cash is received or paid. Thus, revenue and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the District's government-wide financial statements distinguish the functions of the District as being principally supported by taxes (governmental activities) as opposed to business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2021

OVERVIEW OF THE FINANCIAL STATEMENTS - Continued

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objects. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related requirements. The fund financial statements provide detailed information about the District's most significant funds, *not* the District as a whole.

- Some funds are required by State law and by bond covenants.
- The Board of Commissioners may 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.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District's major governmental fund is the General Fund. Data for the remaining governmental funds are combined into a single, aggregated presentation.

The District adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Notes to the Financial Statements. The notes provide additional information that is essential to a complete understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-24 of this report.

Required Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* that further explains and supports the information in the financial statements. Required supplementary information can be found on page 25 of this report.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2021

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Our analysis focuses on the Net Position (Table I) and Changes in Net Position (Table II) of the District's governmental activities.

The District's combined net position was \$1,174,312 at September 30, 2021. (See Table I)

Table I
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
Net Position

	September 30, 2021	September 30, 2020
Current and Other Assets	\$ 319,872	\$ 333,546
Capital Assets	1,310,588	1,047,510
Total Assets	<u>1,630,460</u>	<u>1,381,056</u>
Long-term Liabilities	383,625	160,030
Other Liabilities	72,523	33,559
Total Liabilities	<u>456,148</u>	<u>193,589</u>
Net Assets:		
Invested in Capital Assets Net of Related Debt	856,915	863,805
Unrestricted	317,397	323,662
Total Net Position	<u>\$ 1,174,312</u>	<u>\$ 1,187,467</u>

Approximately \$857,000 of the District's net position represents investments in capital assets net of related debt. The \$317,397 of unrestricted net position represents resources available to fund the programs of the District next year.

Changes in net position. The Districts total revenues were \$359,021. For the current year most of the revenues resulted from property taxes levied and miscellaneous revenues accounted for less than ten percent.

In future years most of the District's revenues will be derived from property taxes.

Total Cost of all programs and services was \$372,176. The net position of the District for the current year decreased \$13,155 (see Table II on page 7 of this report).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

MANAGEMENT'S DISCUSSION AND ANALYSIS

SEPTEMBER 30, 2021

GOVERNMENT-WIDE FINANCIAL ANALYSIS, Continued

Key elements of the governmental activities of the District are reflected in the following table.

TABLE II
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
Changes in Net Position

	September 30, 2021	September 30, 2020
Revenues:		
General Revenues:		
Maintenance and Operations Taxes	324,108	330,040
Grants & Private Contribution	26,378	15,664
Miscellaneous	8,535	30,475
Total Revenue	<u>359,021</u>	<u>376,179</u>
Expenses:		
General government	49,444	50,790
Fire and emergency services	322,732	319,392
Total Expenses Governmental Activities	<u>372,176</u>	<u>370,182</u>
Increase (Decrease) in Net Assets	(13,155)	5,997
Net Position - October 1 (Beginning)	1,187,467	1,181,470
Net Position - September 30 (Ending)	<u>\$ 1,174,312</u>	<u>\$ 1,187,467</u>

GOVERNMENTAL ACTIVITIES

- Property tax rates were set at \$.082627 per \$100 valuation for M&O. The rate for 2020-2021 is set at \$.082627 per \$100 of taxable valuation for M&O.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As previously noted, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

GENERAL FUND BUDGETARY HIGHLIGHTS

There were few budget amendments for the 2020-2021 year and all were approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3
 MANAGEMENT'S DISCUSSION AND ANALYSIS
 SEPTEMBER 30, 2021

CAPITAL ASSET AND LONG-TERM DEBT ACTIVITY

Capital Assets. At September 30, 2021 the District had \$1.3 million (net of depreciation) invested in capital assets, buildings, equipment and vehicles.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

**Capital Assets
 Governmental Activities**

	September 30, 2021	September 30, 2020
Buildings and Improvements	\$ 406,171	\$ 406,171
Emergency equipment and vehicles	1,560,372	1,186,068
Land	209,413	209,413
Totals	<u>2,175,956</u>	<u>1,801,652</u>
Less Accumulated Depreciation:		
Buildings and Improvements	(95,968)	(82,345)
Emergency equipment and vehicles	(769,400)	(671,797)
Total Accumulated Depreciation	<u>(865,368)</u>	<u>(754,142)</u>
Net Capital Assets	<u>\$ 1,310,588</u>	<u>\$ 1,047,510</u>

Long-Term Debt. At year-end, the District had \$453,673 in notes payable and tax exempt obligations outstanding. More detailed information about the District's long-term liabilities is presented in the notes to the financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

Outstanding Debt

	September 30, 2021	September 30, 2020
Governmental activities:		
Current Portion	\$ 70,048	\$ 23,675
Note Payable	383,625	160,030
Total	<u>\$ 453,673</u>	<u>\$ 183,705</u>

ECONOMIC FACTORS AND NEW YEAR'S BUDGETS AND RATES

- Appraised value used for 2020-2021 budget preparation remained similar to the current year.
- The amount of taxes levied for the 2021-2022 fiscal year are slightly less and expenditures are set to decrease, so fund balance is projected to increase for the next fiscal year.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT No. 3

MANAGEMENT'S DISCUSSION AND ANALYSIS**SEPTEMBER 30, 2021****CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the District's finances as well as demonstrate accountability for funds the District receives. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the District's Fire Chief, P.O. Box 697 China, Texas 77613.

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BASIC FINANCIAL STATEMENTS

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT A

STATEMENT OF NET POSITION

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Primary Government Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 286,444
Taxes receivable - net of allowance	25,169
Prepays	8,259
Capital assets:	
Buildings, property, and equipment, net	1,101,175
Land	209,413
Total Assets	<u>1,630,460</u>
LIABILITIES	
Accounts payable	2,475
Non-current liabilities:	
Due within one year	70,048
Due in more than one year	383,625
Total Liabilities	<u>456,148</u>
NET POSITION	
Net investment in capital assets	856,915
Unrestricted	317,397
Total Net Position	<u>\$ 1,174,312</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT B

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Functions / Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Primary Government Governmental Activities
Governmental activities:				
General government	\$ 49,444	\$ -	\$ -	\$ (49,444)
Fire and emergency services	322,732	-	-	(322,732)
Total governmental activities	372,176	-	-	(372,176)
Total Primary Government	\$ 372,176	\$ -	\$ -	\$ (372,176)
Property taxes, penalties and interest				324,108
Contributions not restricted to specific programs				26,378
Other miscellaneous				8,535
Total general revenues				359,021
Change in Net Position				(13,155)
Net Position- Beginning				1,187,467
Net Position - Ending				\$ 1,174,312

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT C

BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2021

	Total Governmental Funds <u>General Fund</u>
ASSETS:	
Cash and cash equivalents	\$ 286,444
Property taxes receivable (net of allowances for doubtful accounts)	25,169
Prepaid items	<u>8,259</u>
TOTAL ASSETS	<u>\$ 319,872</u>
LIABILITIES AND FUND BALANCES:	
LIABILITIES:	
Accounts payable	<u>\$ 2,475</u>
TOTAL LIABILITIES	<u>2,475</u>
DEFERRED INFLOWS OF RESOURCES:	
Unavailable revenue - property tax	<u>24,212</u>
TOTAL DEFERRED INFLOWS OF RESOURCES	<u>24,212</u>
FUND BALANCES:	
Unassigned Fund Balance	<u>293,185</u>
Total fund balances	<u>293,185</u>
 TOTAL LIABILITIES DEFERRED INFLOWS AND FUND BALANCE	 <u>\$ 319,872</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT C-1

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO
THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2021

Governmental fund balance as reported on the balance sheet for governmental funds.	\$ 293,185
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	1,310,588
Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.	(453,673)
Recognition of deferred revenue as revenue increases net position.	<u>24,212</u>
Total net position as reported on the Statement of Net Position for Governmental Activities.	<u><u>\$ 1,174,312</u></u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT D

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
 FUND BALANCES - GOVERNMENTAL FUNDS
 FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Total Governmental Funds
	General Fund
REVENUES	
Property taxes, penalties and interest	\$ 322,898
Other miscellaneous	34,913
Total revenue	<u>357,811</u>
EXPENDITURES:	
Current:	
General government	49,444
Fire and emergency services	211,506
Capital outlay	374,304
Total expenditures	<u>635,254</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>(277,443)</u>
OTHER FINANCING SOURCES (USES)	
Issuance of debt	337,769
Principal payments on loan	<u>(67,801)</u>
Total other financing sources and uses	<u>269,968</u>
NET CHANGE IN FUND BALANCES	(7,475)
FUND BALANCES - BEGINNING	<u>300,660</u>
FUND BALANCES - ENDING	<u>\$ 293,185</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT D-1

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2021

Net change in fund balances - total governmental funds (Exhibit D) \$ (7,475)

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.

Capital Outlay	\$ 374,304	
Depreciation	<u>(111,226)</u>	263,078

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.

(269,968)

Because some revenues will not be collected for several months after the District's fiscal year end, they are not considered "available" revenue and are deferred in the governmental funds. Deferred revenues increased by this amount in the current period.

1,210

Change in net position of governmental activities (Exhibit B)

\$ (13,155)

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**Basis of Presentation**

The financial statements of the Jefferson County Emergency Services District No. 3 (the "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 accounting and financial reporting principles. The following represents the significant accounting policies used by the District.

A. Reporting Entity

On November 8, 2011, the voters of the District approved the formation of an emergency services district under Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health and Safety Code of the State of Texas. On November 8, 2011, the County Commissioners Court of Jefferson County, Texas approved the order to form the Jefferson County Emergency Services District No. 3. The District was formed on October 1, 2012 and operates under Board of Commissioners appointed by the Commissioners Court of Jefferson County. The District services the areas previously serviced by the City of Nome and the City of China Volunteer Fire departments. The District is exempt from federal income taxes, state sales tax and state franchise tax.

B. Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Changes in Net Position) report information on all of the nonfiduciary activities of the primary government. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The District currently does not have any business-type activities or component units.

The statement of activities demonstrates the degree to which the direct expenses of a given structure or segment, are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

C. Fund Financial Statements

The fund financial statements provide information about the government's funds. The emphasis of fund financial statements is on major governmental funds. At this time the District only has one fund.

The District reports the following major governmental funds:

The *general fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**D. Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance expenditures of the fiscal period. Revenues are considered available when they are collectible within the current period or soon enough thereafter to be pay liabilities of the current period. For this purpose, the government considers revenues available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, claims and judgments, are recorded only when the payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

E. Budgetary Data

The following procedures are utilized in establishing the budgetary data reflected in the basic financial statements:

- a. The Fire Chief submits to the Commissioners a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. The General Fund is the only Fund the District has at this time.
- b. A Public hearing is conducted, after proper official journal notification, to obtain taxpayer comments.
- c. Prior to September 30th, the budget is legally adopted.
- d. Budget appropriations lapse at year-end and are re-established in the succeeding year.
- e. Budgets for the governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**F. Cash and Investments**

Cash includes amounts in demand and time deposit accounts. Investments are reported at fair value. Short-term investments, such as certificates of deposit and debt securities with a maturity date of less than one year, are reported at cost, which approximates fair value.

G. Property Taxes Receivable

Property appraisal within the District is the responsibility of the Jefferson County Appraisal District (Appraisal District). The Appraisal District is required under the Property Tax Code to appraise all property within the County on the basis of 100% of its market value.

In the governmental fund financial statements, property taxes that are measurable and available (receivable within the current period and collected within the current period or within 60 days thereafter to be used to pay liabilities of the current period) are recognized as revenue in the year of levy. Property taxes that are measurable, but not available, are recorded, net of estimated uncollectible amounts, as deferred revenues in the year of levy. Such deferred revenues are recognized as revenue in the fiscal year in which they become available.

H. Receivables

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

I. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

J. Capital Assets

Capital assets which include property, furniture, and equipment are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. When assets are retired or otherwise disposed of, the related costs or other recorded amounts are removed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	20-30
Leasehold Improvements	15-30
Furniture and Equipment	5-10
Vehicles	5-15

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**K. Long-term Obligations**

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount.

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements. The debt proceeds are reported as expenditures. The accounting for proprietary funds is the same in the fund statements as it is in the government-wide statements.

L. Fund Equity

In the fund financial statements, governmental funds report classifications of fund balance based on controls placed upon the funds. In accordance with GASB Statement No. 54, fund balance classifications are recorded as follows:

Non-spendable Fund Balance – amounts that are not in spendable form or amounts that are legally and contractually required to be maintained intact.

Restricted Fund Balance – amounts constrained to a specific purpose by external parties through constitutional provisions or by enabling legislation.

Committed Fund Balance – amounts constrained to a specific purpose by the Commissioners (the highest level of authority within the District); amounts may only be appropriated by resolution of the Board of Commissioners and those amounts cannot be used for any other purpose unless the Commissioners take the same action to remove or change the constraint.

Assigned Fund Balance- the Board of Commissioners delegate authority to the District Fire Chief to assign amounts for specific purpose as appropriate.

Unassigned Fund balance – residual classification applicable to the general fund only.

The District's unassigned general fund balance will be maintained to provide the District with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. The unassigned general fund balance may only be appropriated by resolution of the Commissioners.

When it is appropriate for fund balance to be assigned, the Commissioners delegate authority to the District Fire Chief.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is from the most restrictive to the least restrictive, unless otherwise approved by the Commissioners.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**M. Implementation of New Standards**

GASB Statement 63 Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, amends the net asset reporting requirements in Statement No. 34 and other pronouncements by incorporating deferred outflows of the resources and deferred inflows of resources into the definitions of the required components of the residual measure and by renaming that measure as net position rather than net assets. This is reflected in the District's financial statements.

N. Date of Management's Review

In preparing the financial statements, the District has evaluated events and transactions for potential recognition for disclosure through June 22, 2022, the date that the financial statements were available to be issued.

NOTE 2: CASH AND INVESTMENTS

At year-end, the District's carrying amount of deposits was \$286,444 and the bank balance was \$287,118. At September 30, 2021 the bank balance was covered by federal depository insurance. Deposits are exposed to custodial risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the District's name. Of the bank balance, \$250,000 was covered by federal depository insurance. The remaining bank balance was collateralized by securities held by the District's agent in name of the District.

NOTE 3: PROPERTY TAXES

Property taxes are collected by Allison Nathan Getz, Jefferson County Tax Assessor Collector, and are forwarded to the District through bank transfer. The tax rate held by the District during 2021 was \$.082627 per \$100 of assessed valuation. Property tax revenues are considered available when they become due or past due and are considered receivable within the current period, including those property taxes expected to be collected during a 60 day period after the close of the District's fiscal year. Property taxes are levied on October 1 of each year, a lien is placed on the property on January 1, and the taxes become due on January 31. The taxable assessed value for the roll of December 31, 2021 was \$382,406,933. Property taxes receivable for 2021 are \$41,948 net of allowance for doubtful accounts of \$16,779.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

NOTE 4: CAPITAL ASSETS

Capital asset activity for the governmental activities for the year ended September 30, 2021 was as follows:

Governmental Activities	Beginning Balance	Current Year		Ending Balance
		Increases	Decreases	
Capital assets being depreciated:				
Buildings	\$ 406,171	\$ -	\$ -	\$ 406,171
Fire equipment and vehicles	1,186,068	374,304	-	1,560,372
Total capital assets being depreciated:	1,592,239	374,304	-	1,966,543
Less accumulated depreciation:				
Buildings	(82,346)	(13,622)	-	(95,968)
Fire equipment and vehicles	(671,796)	(97,604)	-	(769,400)
Total accumulated depreciation	(754,142)	(111,226)	-	(865,368)
Total capital assets being depreciated, net	838,097	263,078	-	1,101,175
Capital assets not being depreciated:				
Land	209,413	-	-	209,413
Governmental activities capital assets, net	\$ 838,097	\$ 263,078	\$ -	\$ 1,310,588

Depreciation expense of the governmental activities was charged to functions/programs as follows:

Public Safety	\$ 111,226
Total Depreciation Expense - Governmental Activities	\$ 111,226

NOTE 5: SHORT TERM DEBT

The Texas Health & Safety Code section 775.031 authorizes Districts to borrow money in order to perform the functions of the district and to provide emergency services. Upon formation, the District obtained an unsecured line of credit to cover expenditures prior to receipt of initial tax revenue. The District's line of credit is with Community Bank of Texas, N.A. Borrowings are permitted up to \$100,000 and interest is payable monthly at a rate of 2.15% per annum based on year of 360 days. There was no outstanding balance as of September 30, 2021.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

NOTE 6: LONG TERM DEBT

The District entered into loan agreements for the purchase of vehicles for fire and emergency services.

Long-term debt at September 30, 2021, is summarized as follows:

<u>Date Issued</u>	<u>Amount</u>	<u>Final Maturity</u>	<u>Annual Installments</u>	<u>% Rate</u>	<u>Outstanding Balance</u>
2017	250,000	2027	\$29,882	3.38%	160,226
2021	337,769	2027	\$53,847	3.38%	293,447
					<u>\$ 453,673</u>

Interest on the 2017 loan shall be computed at a fixed rate of 3.38% for three years; thereafter, until maturity, at a rate per annum which is sixty-six percent (66%) of the index, but in no event to exceed the highest lawful rate.

Annual requirements to maturity for the loan is as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	70,048	13,685	83,733
2023	72,160	11,568	83,728
2024	74,338	9,391	83,729
2025	76,580	7,148	83,728
2026	78,892	4,836	83,728
2027 and after	81,655	2,454	84,109
Total	<u>\$ 453,673</u>	<u>\$ 49,082</u>	<u>\$ 502,755</u>

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

NOTE 6: LONG TERM DEBT, ContinuedChanges in long-term liabilities

Long-term liability activity for the year ended September 30, 2021, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Loan payable	183,705	337,769	67,801	453,673	70,048
Governmental activities					
Long-Term Liabilities	\$ 183,705	\$ 337,769	\$ 67,801	\$ 453,673	\$ 70,048

NOTE 7: OTHER INFORMATION**A. Interlocal Agreement**

The District continues an agreement with the Orange County Emergency Services District No. 1 (ESD No. 1) of Orange County, Texas for the exchange of dispatch services. ESD No. 1 shall be responsible for providing necessary communication services to the District as stated in the agreement. All dispatch personnel shall be employees of ESD No. 1 and subject to all rules and regulations regarding ESD No. 1 employees. The District shall be responsible for maintaining its own radio equipment and related equipment maintenance as needed for the provision of communication services provided. The District agrees to pay the ESD No. 1 \$13,000 annually for these services. An amended agreement will be required if any additional costs are incurred.

B. Risk Management

The District continues to carry commercial insurance for the risks of loss. There were no significant reductions in commercial insurance coverage in the past fiscal year and settled claims resulting from these risks have not exceeded coverage during the year. Management believes the amount and types of coverage are adequate to protect the District from losses which could reasonably be expected to occur.

C. Contingent Liabilities

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any to be immaterial.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

NOTE 8: LEASES

Operating Leases

The District is committed under an operating lease that can be canceled with 120 days' notice, for the use of the Nome Fire Station (in the General Fund). Future minimum operating lease commitments are as follows:

Year ending September 30.

2021	\$ 600
2022	600
2023	600
2024	600
2025	600
Total	<u>\$ 3,000</u>

The above lease contains two automatic five year renewal terms.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures required by the Governmental Accounting Standards Board but not considered a part of the basic financial statements.

JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

EXHIBIT E

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

BUDGET AND ACTUAL - GENERAL FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES				
Property taxes, penalties and interest	\$ 316,000	\$ 322,500	\$ 322,898	\$ 398
Other miscellaneous	23,600	35,500	34,913	(587)
Total revenue	339,600	358,000	357,811	(189)
EXPENDITURES				
Current:				
General government	40,962	53,100	49,444	3,656
Fire and emergency services	307,027	232,015	211,506	20,509
Capital Outlay	367,769	375,600	374,304	1,296
Debt Service:	-	-	-	-
Issuance costs	-	-	-	-
Total expenditures	715,758	660,715	635,254	25,461
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES				
	(376,158)	(302,715)	(277,443)	25,272
OTHER FINANCING SOURCES (USES)				
Principal Payments on loan	(23,615)	(67,937)	(67,801)	136
Issuance of debt	337,769	337,769	337,769	-
Total other financing sources and uses	314,154	269,832	269,968	136
NET CHANGE IN FUND BALANCES				
	(62,004)	(32,883)	(7,475)	25,408
FUND BALANCES AT BEGINNING OF YEAR				
	300,660	300,660	300,660	-
FUND BALANCE AT END OF YEAR				
	\$ 238,656	\$ 267,777	\$ 293,185	\$ 25,408

The accompanying notes are an integral part of this financial statement.

COMPLIANCE SECTION

J. R. Edwards & Associates, LLC

Certified Public Accountants

June 22, 2022

***INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS***

Board of Commissioners
Jefferson County Emergency Services District No. 3
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of Jefferson County Emergency Services District No. 3 (District), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 22, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Jefferson County Emergency Services District No. 3 financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an

Jefferson County Emergency Services District No. 3
Page 2

opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

J.R. Edwards & Associates, LLC



PROCLAMATION

STATE OF TEXAS

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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 July, 2022, on motion made by Everette "Bo" Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

2022 SOC (Save Our Children) – Know Your County Courthouse Day

WHEREAS, SOC's Annual "Know Your County Courthouse" program will be conducted on July 13, 2022; and

WHEREAS, SOC Save our Children, along with its sponsor/partners, and interested individuals will host children in the Jefferson County Courthouse to promote their understanding of County government by giving them the opportunity to hear from elected officials and touring the courthouse; and

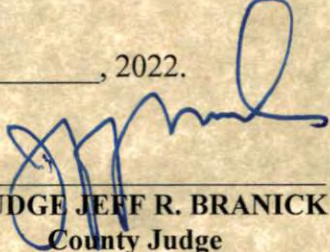
WHEREAS, since 2003, SOC Save our Children has helped nearly 12,000 young people as part of this Know Your County Courthouse Program; and

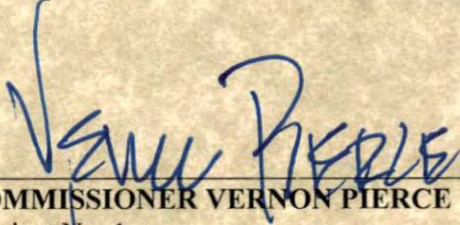
WHEREAS, SOC Save our Children provides tutoring services and in-school aid, reading and counseling programs as well as fun events for its students; and


WHEREAS, SOC Save Our Children, through its continued partnership with local educators, elected officials and community leaders provides a wonderful learning environment for its students.


NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim July 13, 2022 as SOC Know Your County Courthouse Day in Jefferson County, and we also urge all people in our community to pursue opportunities to serve and help our children.

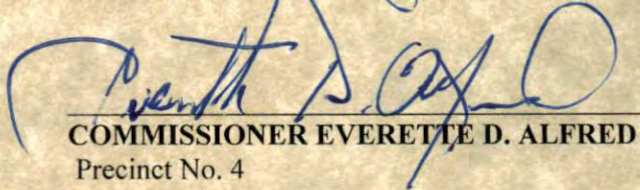
SIGNED this 12th day of July, 2022.

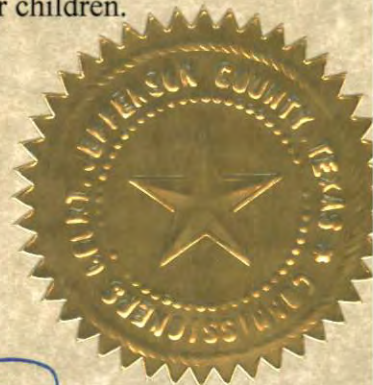

JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER VERNON PIERCE
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER DARRELL W. BUSH
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4





PROCLAMATION

STATE OF TEXAS

ss ss ss

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 July, 2022, on motion made by Everette 'Bo' Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

PIONEERING WOMEN

WHEREAS, Pioneering Women is a grassroots organization founded to enhance the lives of women, and its mission is to motivate, educate, activate and uplift women for the betterment of humanity; and

WHEREAS, the year 2022 Pioneering Women “Rockin’ and Rollin’ to our own drumbeat” honorees celebrate the ratification of the 19th Amendment to the U.S. Constitution, which guarantees women the right to vote. Achieving this milestone required a lengthy and difficult struggle, and the victory took decades of agitation and protest; and

WHEREAS, this milestone is something many of us take for granted today with our busy schedules, Pioneering Women is dedicated to honoring the legacy of those past pioneers and spotlighting the contributions of present-day pioneers in our community; and

WHEREAS, the “Rockin’ and Rollin’ to our own drumbeat” Honoree Luncheon will celebrate six (6) extraordinary women for their dedication and contributions to their professions and our communities: Velina Johnson, Tea Do, Melanie Comeaux, Charlee Hanna-Rule, Mary Young and Charisma Popillion; and

WHEREAS, Pioneering Women financially supports many nonprofit organizations in the community, provides textbooks to students of higher learning, pays for GED testing for second-chance students seeking high school equivalency, and supports Women in Crisis and senior homebound patients;

THEREFORE, NOW BE IT RESOLVED by the Commissioners Court of Jefferson County, Texas, that in honor and recognition of the 2022 Pioneering Women Honorees, do hereby declare August 4, 2022, as “Rockin’ and Rollin’ to our own drumbeat” Day.

Signed this 12th day of July, 2022.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****July 12, 2022**

Consider, possibly approve, receive and file an Order to Renew the Reinvestment Zone for Coastal Caverns, pursuant to Sec. 312.401 Texas Property Tax Code.



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 ____ day of _____, 2022 on motion made by _____, Commissioner of Precinct No __, and seconded by _____, Commissioner of Precinct No __, the following Order was adopted :

**AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS TO RENEW AN ORDER DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SEC 312.401 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)**

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the county to renew the designation the Coastal Caverns Reinvestment Zone, established by Order of this Court on the 7th day of August, 2017, (for Caliche Development Partners LLC) facility near Beaumont, TX as a reinvestment zone, pursuant to Sec, 312 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

Section 1. That the Commissioners Court hereby renews the designation of the Caliche Development Partners LLC (Coastal Caverns) property, 6045 Highland Ave., Beaumont, (mailing purposes only), Jefferson County, Texas 77705, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone"). Within the parcels of land designated by this Reinvestment Zone Coastal Caverns intends to erect facilities for the purpose of exploration, storage and marketing of petroleum and minerals products.

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)

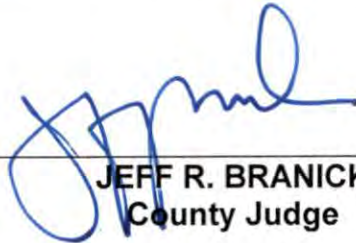
Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

Section 4. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

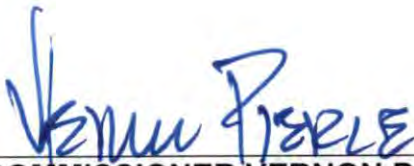
Section 5. The Commissioners Court finds that the renewal of the Order designating the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 6. That this Order shall take effect from the date approved and signed as provided by law.. provides.

Signed this 12th day of July, 2022.



JEFF R. BRANICK
County Judge



COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2

DARRELL BUSH



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

*

COASTAL CAVERNS REINVESTMENT ZONE

SPINDLETOP SITE

Legal Description: 52.456 Acre Tract or Parcel of Land
John A. Veatch Survey, Abstract No. 55
Beaumont, Jefferson County, Texas

BEING a 52.456 acre tract or parcel of land situated in the John A. Veatch Survey, Abstract No. 55, Jefferson County, Texas and being out of Blocks 23,24,25,26,27,28,29,30,31,32 and 35 of Spindletop Heights Subdivision, as recorded in Volume 1, Page 27, Map Records, Jefferson County, Texas and said portion of Spindletop Heights Subdivision being abandoned by Commissioner's Court of Jefferson County, Texas on March 19,1953 and recorded in Volume 890, Page 633, Deed Records, Jefferson County, Texas and being all of that certain called 47.3482 acre tract of land as described in a "General Warranty Deed" from Coastal Caverns, Inc. to Coastal Caverns I, L.P. as recorded in Clerk's File No. 2013015782, Official Public Records of Real Property, Jefferson County, Texas, save and except that certain called 5.1707 acre tract of land as described in a "Special Warranty Deed" from Coastal Caverns I, L.P. to Centana Intrastate Pipeline, LLC as recorded in Clerk's File No. 2014018644, Official Public Records of Real Property, Jefferson County, Texas and being all of that certain called 5.1377 acre tract of land as described in a "Special Warranty Deed" from Sabine Gas Operating Company to Coastal Caverns I, L.P. as recorded in Clerk's File No. 200902146, Official Public Records of Real Property, Jefferson County, Texas and all of that certain called 5.1707 acre tract of land as described in a "Special Warranty Deed" from Centana Intrastate Pipeline, LLC to Coastal Caverns I, L.P. as recorded in Clerk's File No. 2014018645, Official Public Records of Real Property, Jefferson County, Texas.

And from where Highland Avenue intersects the Spindletop Site, following Highland Avenue in a North Northwesterly direction to its intersection with the Southbound Service Road of U.S. Highway 69/96/287, and then following the Southbound Service Road of U.S. Highway 69/96/287 in a West Northwesterly direction to its intersection with Erie Street, and then following Erie Street in a Southerly direction until it turns in a Westerly direction, and then following Erie Street in a Westerly direction until it intersects with the Erie Street Site and incorporating the Erie Street Site, as described below:

ERIE ST.

ALL OF THOSE CERTAIN THREE TRACTS:

TRACT I:

Legal Description: 239.919 Acre Tract or Parcel of Land

John A. Veateh Survey, Abstract No. 55
Beaumont, Jefferson County, Texas

BEING a 239.919 acre tract or parcel of land situated in the John A. Veateh Survey, Abstract No. 55, Jefferson County, Texas and being out of and part of that certain called 354 acre tract of land as described in a deed from John A. Veateh to Simon Wiess as recorded in Volume C, Page 302, Deed Records, Jefferson County, Texas, the same being that certain called 354 acre tract of land as described in a "Partition Deed" to P.H. Wiess as recorded in Volume 141, Page 417, Deed Records, Jefferson County, Texas and being out of and part of that certain called 311.093 acre tract of land as described in a "Special Warranty Deed" from John Lewis Munday, Robert T. Munday, Jr., Kathleen Marshall Hardin, Aileen Marshall Roberts and Lewis A. Marshall to Coastal Caverns I, L.P. as recorded in Clerk's File No. 2007048811, Official Public Records of Real Property, Jefferson County, Texas.

TRACT n:

Legal Description: 71.242 Acre Tract or Parcel of Land

John A. Veateh Survey, Abstract No. 55
Beaumont, Jefferson County, Texas

BEING a 71.242 acre tract or parcel of land situated in the John A. Veateh Survey, Abstract No. 55, Jefferson County, Texas and being out of and part of that certain called 354 acre tract of land as described in a deed from John A. Veateh to Simon Wiess as recorded in Volume C, Page 302, Deed Records, Jefferson County, Texas, the same being that certain called 354 acre tract of land as described in a "Partition Deed" to P.H. Wiess as recorded in Volume 141, Page 417, Deed Records, Jefferson County, Texas and being out of and part of that certain called 311.093 acre tract of land as described in a "Special Warranty Deed" from John Lewis Munday, Robert T. Munday, Jr., Kathleen Marshall Hardin, Aileen Marshall Roberts and Lewis A. Marshall to Coastal Caverns I, L.P. as recorded in Clerk's File No. 2007048811, Official Public Records of Real Property, Jefferson County, Texas.

TRACT HI:

Legal Description: 33.737 Acre Tract or Parcel of Land Out of and Part of Block 141

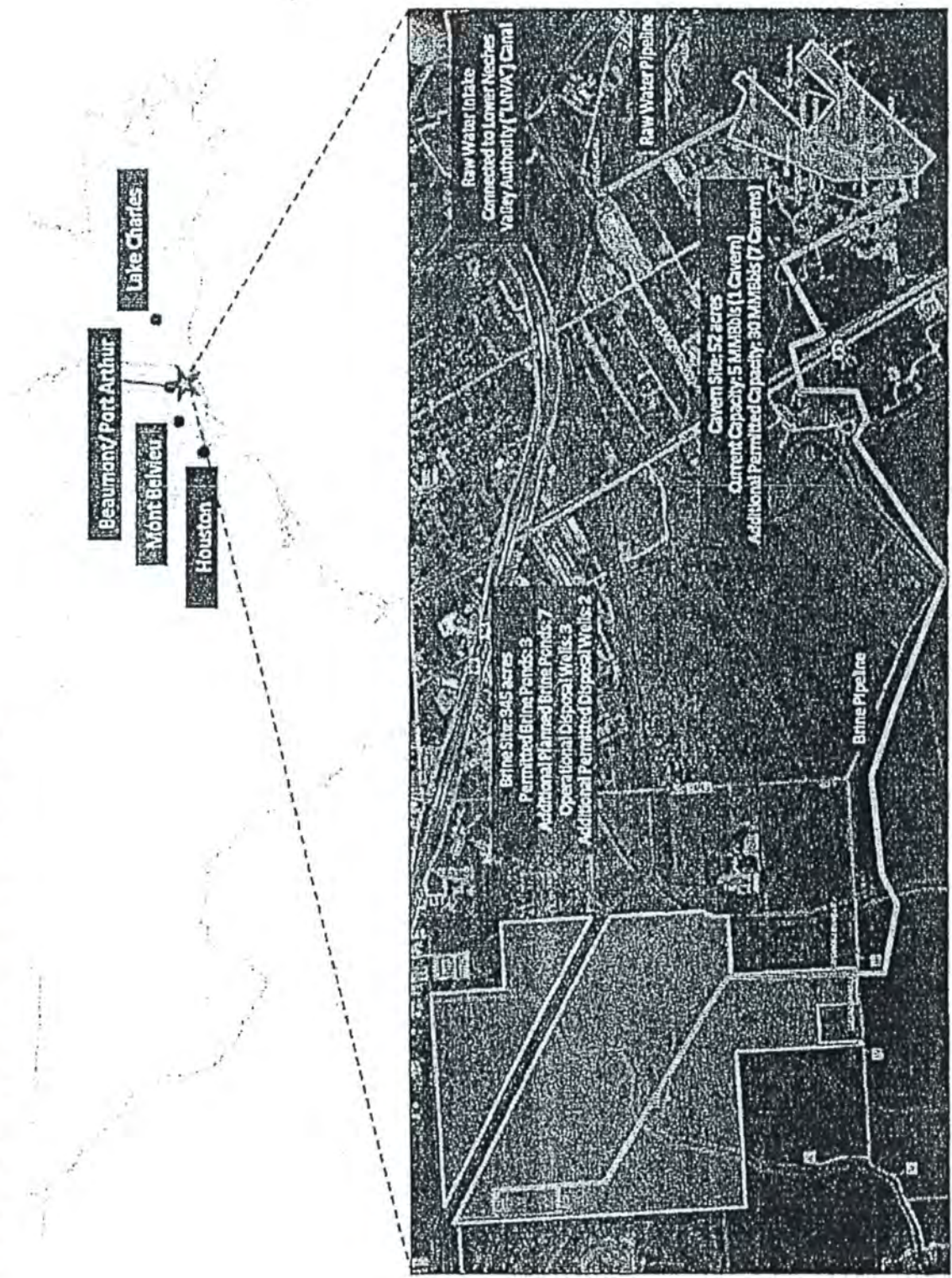
Gladys City Oil, Gas and Manufacturing Company Subdivision Volume 1, Page 55 and Volume 8, Pages 144 and 145, Map Records John A. Veateh Survey, Abstract No. 55 Beaumont, Jefferson County, Texas

BEING a 33.737 acre tract or parcel of land situated in the John A. Veateh Survey, Abstract No. 55, Jefferson County, Texas, and being out of and part of Block 141 of the Gladys City Oil, Gas and Manufacturing Company Subdivision, a subdivision of the City of Beaumont, Jefferson County, Texas, according to the plat thereof recorded in Volume 1, Page 55, and

Volume 8, Pages 144 and 145, Map Records, Jefferson County, Texas and being all of that certain called 33.732 acre tract of land as described in a "Special Warranty Deed" from John Lewis Munday, Robert T. Munday, Jr., Kathleen Marshall Hardin, Aileen Marshall Roberts and Lewis A. Marshall to Coastal Caverns I, L.P, as recorded in Clerk's File No, 2007048812, Official Public Records of Real Property, Jefferson County, Texas.

Coastal Caverns

Coastal Caverns - Map of Assets



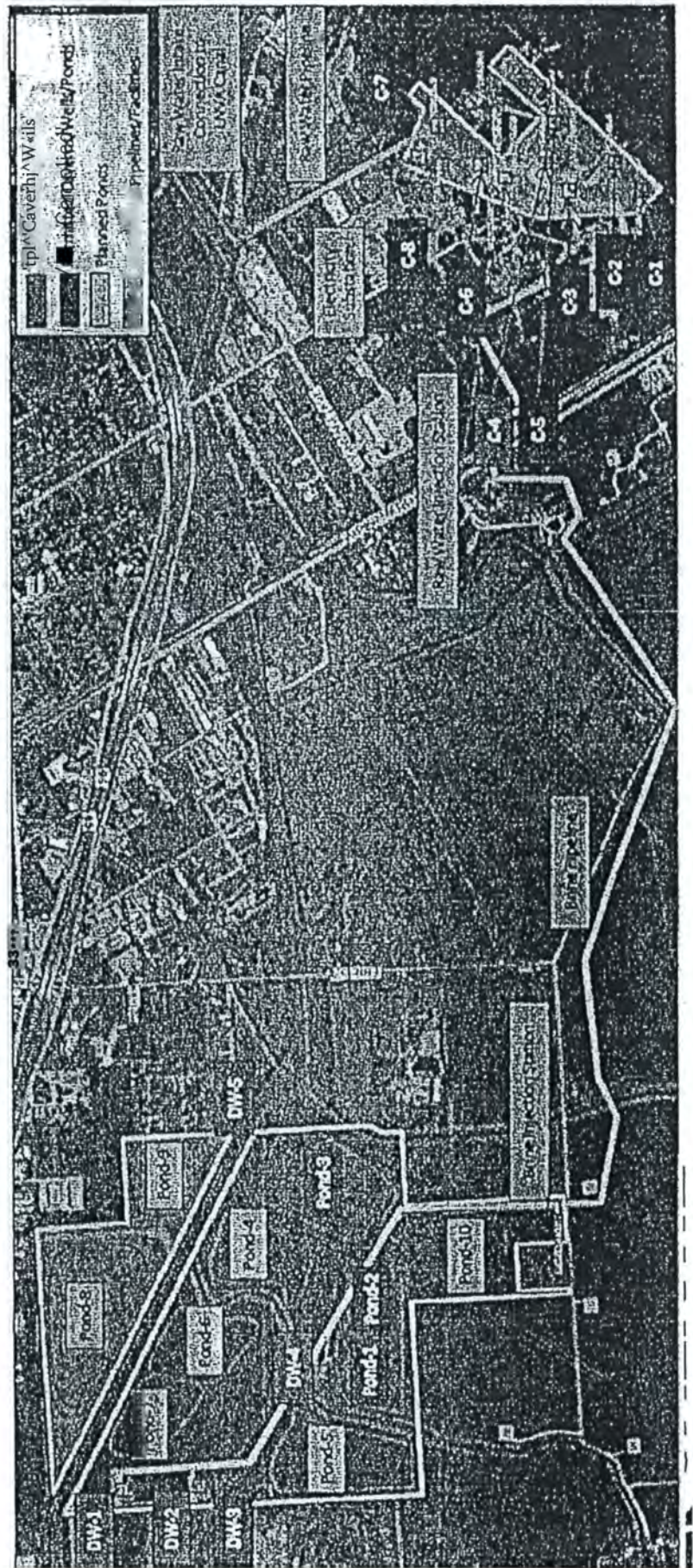
Coastal Caverns Site Details

c Main Site (yellow shaded): 52 acres with 3500 gpm solution mining system

- 20" HDPE Raw Water line from LNVA canal (orange)
- One existing Cavern 5mmbls. (C-4)

• Brine Site (yellow outline): 345 acres with 2400 gpm disposal capacity

- Three existing disposal wells (DW-1, DW-2, DW-4), one additional permitted (DW-3) ○ No actual brine ponds, 3 permitted at 1 3.5 mmbls planned capacity ^ One 24" HDPE Brine Supply / Disposal Line b/w Main Site and Brine Site



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT
P.O. BOX 17300
FORT WORTH, TX 76102-0300

June 22, 2022



Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701

Dear Ms. Kathleen Kennedy:

The purpose of this letter is to request your written permission to enter upon your land in accordance with the enclosed Right of Entry for Survey and Site Assessment (ROE-S) and accompanying maps. Once you have had an opportunity to review the enclosed documents, we invite you to call or email the below listed point of contact to review the material with you and/or to address any questions you may have.

You are receiving this letter because the U.S. Government has identified a portion of your property that we wish to access for the purpose of conducting environmental assessments, property surveys, appraisals and any other such work which may be necessary and incidental to the Government's assessment of the property for possible acquisition in support of Department of Energy's (DOE) construction of oil infrastructure authorized by Congress in the Fiscal Year 2021 appropriation.

Oil infrastructure, such as metering stations, pipelines, and flow control stations, are critical elements to providing oil to the country. The purpose of improving this infrastructure is to provide safe and efficient ways to transport oil to its destination.

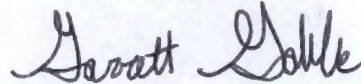
The planned assessments outlined in the ROE-S are scheduled to occur intermittently over the time period specified in the document. By signing this form, you are granting written permission to the U.S. Government, its agents, employees, and contractors to conduct the assessment activities described. Those activities may commence immediately following execution of the document.

We hope that you and other landowners in Jefferson County will assist us in our strategic efforts to improve our oil infrastructure. Enclosed for your review are two copies of the ROE-S form. If you have no further questions, please retain one copy of the ROE-S for your records and return one signed copy in the enclosed, pre-addressed and postage paid envelope. Upon receipt of your signed copy, the U.S. Government will complete and return a fully executed copy for your records. If you are acting in an agent capacity for a corporation or organization, please fill in the Certificate for Corporations and Partnerships found on page 3. If your property is currently under lease, license or is otherwise occupied,

please have the tenant or licensee fill in the right-of-entry portion for tenant information so consent from that individual can be obtained as well.

DOE has collaborated with the U.S. Army Corps of Engineers (USACE) to obtain access to the real estate to support the work effort described above. Therefore, if you have any questions you can speak with USACE Realty Specialist Erin Corby by calling 817-886-1089 or you can email erin.c.corby@usace.army.mil.

Sincerely,



Garrett Gohlke
Chief, Interagency Support Branch
Real Estate Division

Enclosures

CM: 7020 3160 0001 0959 7758

RM

CC:

Mr. Fred L. Jackson
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025
Beaumont, Texas 77704

Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704

U.S. DEPARTMENT OF ENERGY**RIGHT-OF-ENTRY FOR SURVEY AND SITE ASSESSMENT**

The undersigned, hereinafter called the "Owner", hereby grants to the United States of America, hereinafter called the "Government", a temporary right-of-entry upon Owner's property described below, hereinafter called the "Property." This right-of-entry is granted upon the following terms and conditions:

1. The Government's officers, employees, agents, and contractors shall have the right to enter upon the Property for the purpose of conducting environmental assessments and property surveys, including the right to temporarily store, move and remove necessary equipment and supplies; survey, stake out, appraise, bore and take soil and/or water samples, and perform any other such work which may be necessary and incidental to the Government's assessment of the Property for Oil Infrastructure Projects in Jefferson County.
2. This right-of-entry is irrevocable for a period of Eighteen (**18**) months from the date of this instrument.
3. The rights granted herein include the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary to access the Property and is not otherwise conveniently available to the Government.
4. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.
5. If any action of the Government's officers, employees, agents, or contractors in the exercise of this right-of-entry results in damage to real property, an administrative claim can be made using a Standard Form (SF) 95 (Claim for Injury, Damage, or Death). The SF 95 must include supporting documentation and state a claim for monetary damages in a sum certain amount for any alleged loss or damage of property, and must be filed within two years after the claim accrues. Please submit the SF 95 and supporting documentation to the CBP Port of Entry or United States Border Patrol station nearest to where the alleged damages occurred.
6. The Property that is subject to this right-of-entry is located in the State of Texas, County of Jefferson, and is shown on the attached Exhibit Map.
7. I affirm that I have the authority to grant this right-of-entry onto the Property described above.

LE-2 Project(s)

DACW63-9-22-_____

Dated this 12th day of July, 2022

THE UNITED STATES OF AMERICA

Owner's signature


JEFF R. BRANICK, County Judge

Owner's printed name

Owner's mailing address:

P.O. Box 4025BEAUMONT, TX 77704Home Telephone: 409-835-8466Work Telephone: SAME

By: _____

David Steinau
Senior Realty Officer
U.S. Department of Energy,
Office of Asset ManagementOwner requires notification prior to entry. Yes ☐ No ☒ (please circle one)

If yes, please provide the primary and alternate point of contact (POC) and phone number and/or email.

Primary POC: FRED JACKSON 409-835-8466

Alternate POC: _____

CERTIFICATE OF AUTHORITY
(applicable for Corporations and Organizations)

I, JEFF R. BRANCK (name), certify that I am the COUNTY JUDGE
(position held in organization) of the JEFFERSON COUNTY (organization), duly organized
and registered in the State of Texas; that 1 (executor of
instrument), who signed the foregoing instrument on behalf of the grantee, was then
COUNTY JUDGE (position of executor of instrument) of said
_____(organization). I further certify that the said officer was acting
within the scope of powers delegated to this officer by the governing body of the grantee in
executing said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the

_____(organization), this _____ day of _____,
20____.

By: _____

Typed Name: _____

Title: _____


NOTE: THE PERSON SIGNING THE ABOVE CERTIFICATE CANNOT BE THE SAME
PERSON THAT SIGNED THE RIGHT-OF-ENTRY.

LE-2 Project(s)

DACW63-9-22-_____

CONSENT OF TENANT: *(if applicable)*

I hereby consent to the use of the property by the Government in accordance with this right-of-entry.



Tenant's SignatureJEFF R. Branick, County Judge

Tenant's Printed NameOwner's Mailing Address:
_____PO Box 4025

BEAUMONT, TX 77704
_____Home Telephone: 409-835-8466Work Telephone: SAME

Tenant requires notification prior to entry. Yes No (please circle one)

If yes, please provide the primary and alternate point of contact (POC) and phone number and/or email.

Primary POC: _____



Alternate POC: FRED JACKSON 409-835-8466

Department of Energy

Big Hill SPR

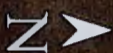
FOR OFFICIAL USE ONLY

Legend

-  Property ID140023
-  Proposed Temp Easement

Google Earth

2000 ft



**AGENDA ITEM****July 12, 2022**

Consider, possibly approve, and authorize the County Judge to execute, receive and file a Special Warranty Deed from John Corwin Horn and wife, Martha Jane Horn to Jefferson County as a donation, pursuant to Sec. 81.032, Texas Local Government Code, to grant an easement to cure drainage problems in Nome and China.

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

SPECIAL WARRANTY DEED

Date: 7th day June, 2022

Grantors: John Corwin Horn and wife, Martha Jane Horn

Grantor's Mailing Address (including county)
703 Ranchview Drive
Johnson City, Blanco County, Texas 78636

Grantee: Jefferson County, Texas a body politic of the State of Texas

Grantee's Mailing Address (including county):
P.O. Box 4025
Beaumont, Jefferson County, Texas TX
77704

Consideration: Pursuant to Sec. 81.032 of the Texas Local Government Code, the consideration for the conveyance by Jefferson County, Texas shall be: that Jefferson County, agrees to accept this property as a donation from Grantors and utilize said land as a permanent easement to mitigate flooding problems and this property is more particularly described as located at:

Tract I: 0.039 acres in Tract 62 30 S Horton Survey;

Tract II: 0.238 AC Road Easement in TR 63 30 S Horton Survey:

These small parcels remain in possession of grantor as residual parcels out of the 7.896 acre tract of the Susan Horton Survey, Abstract No. 30, Jefferson County, Texas which was previously deeded to John Corwin Horn by grantor, by Alicia H. Horn, on August 29, 2000 by Special Warranty Deed filed and recorded in the Jefferson County Deed Records which is included in Ex. "A" attached hereto.

Property (including any improvement): In Jefferson County, Texas, and more fully described in Exhibit "A" attached hereto.

Reservations from and Exceptions to Conveyance and Warranty: That such deed is subject to all restrictions, covenants, conditions, easements, rights -of-way and prescriptive rights whether

recorded or not, and all recorded reservations if any and zoning and other laws affecting the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, donates and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty by and through only the grantor.

Executed on the 7 day of June A.D. 2022.

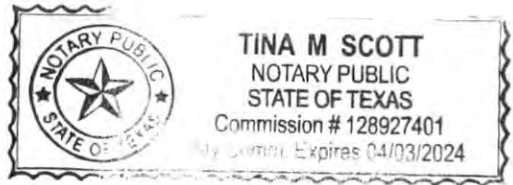
GRANTORS:

John Corwin Horn

John Corwin Horn

Martha Jane Horn

Martha Jane Horn



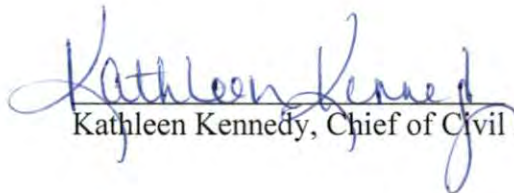
STATE OF TEXAS

County of Blanco

This foregoing instrument was acknowledged before me on the 7 day of June, 2022 by John Corwin Horn and Martha Lane Horn.

Tina M. Scott

NOTARY PUBLIC, STATE OF TEXAS

APPROVED AS TO FORM:


Kathleen Kennedy, Chief of Civil Division of the District Attorney Office

ATTEST:


Laurie Leister, County Clerk

AGREED TO AND ACCEPTED on this the 12th day of July, 2022.

**GRANTEE:****JEFFERSON COUNTY, TEXAS**

By: 
 Jeff R. Brantick, County Judge

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of
July A.D. 2022.




Notary Public, State of Texas

EX "A"

8.655 ACRES
TRACT 2
200036598

TRACT 1
7.896 ACRES
2000036598

4.319 ACRES
2003005700

TOTAL
TRACTS 1 & 2
0.277 ACRES

N 81° 20' 00" E ~ 242.00'
208"
0.238 ACRES
208"
S 81° 20' 00" W ~ 242.00'
208"

NORTH ROW OLD NOME ROAD

OLD NOME ROAD
SOUTH ROW OLD NOME ROAD
NORTH LINE SOUTHERN PACIFIC RR ROW

NORTH ROW OLD NOME ROAD
OLD NOME ROAD
SOUTH ROW OLD NOME ROAD
NORTH LINE SOUTHERN PACIFIC RR ROW

SOUTHERN PACIFIC RR ROW

Search...



☆ Parcel: 130451

Owner:

HORN JOHN CORWIN

Owner Address:

703 RANCHVIEW DR JOHNSON CITY TX 78536

Site Address:

OLD NOME RD

BEAUMONT, TX 77713

[View Additional Details](#) [Add to Results](#)

maps



0 20 40ft

1500

Scale 1: 564

Go

Est. HERE



Jefferson CAD, TX - Property Information
Certified July 2014

Account	
Property ID:	130451
Geographic ID:	300030-000-056000-00000
Property Type:	Real
Property Use Code:	C1
Property Use Description:	REAL/VACANT PLATTED LT/TR 5AC<
Legal Description:	TR 62 30 S HORTON .096AC ROAD EASEMENT
Agent Code:	

10.039 AC EASEMENT

Location	
Address:	OLD NOME RD
Neighborhood:	
Neighborhood Code:	
Mapsc0:	105-12
Map ID:	0

Owner	
Name:	HORN JOHN CORWIN
Mailing Address:	703 RANCHVIEW DR JOHNSON CITY TX 78636
Owner ID:	315058
% Ownership:	100
Exemptions:	

Deed History				
Deed Date	Type	Description	Grantor	Grantee
-	-	-	-	-

Search...



☆ Parcel: 130452

Owner: **HORR**

HORR JOHN CORWIN

Owner Address:

11095 MICHAEL LN BEAUMONT TX 77705-7030

Site Address:

OLD NOME RD

BEAUMONT, TX 77713

[View Additional Details](#) | [Add to Results](#)

X



maps



0 20 40ft

1:500

Scale 1: 564



Go

Page 1 of 1

Jefferson CAD, TX - Property Information

Certified July 2014

Account	
Property ID:	130452
Geographic ID:	300030-000-057000-00000
Property Type:	Real
Property Use Code:	C1
Property Use Description:	REAL/VACANT PLATTED LT/TR 5AC<
Legal Description:	TR 63 30 S HORTON .238AC ROAD EASEMENT
Agent Code:	

Location	
Address:	OLD NOME RD
Neighborhood:	
Neighborhood Code:	
Mapsc0:	105-12
Map ID:	0

Owner	
Name:	HOIRN JOHN CORWIN
Mailing Address:	11095 MICHAEL LN BEAUMONT TX 77705-7030
Owner ID:	113295
% Ownership:	100
Exemptions:	

Deed History							
Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
03/14/2002	WD	WARRANTY DEED		HOIRN JOHN CORWIN			2000036598

STATE OF TEXAS, COUNTY OF JEFFERSON

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE AND DULY RECORDED ON _____, 2022, IN COUNTY CLERK'S FILE NO. _____ JEFFERSON COUNTY PLAT RECORDS.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

By: _____, DEPUTY

SURVEYOR'S NOTES:

- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND NOT ALL EASEMENTS OR SERVITUDES, WHETHER OF RECORD OR NOT, WERE RESEARCHED AT THE TIME OF THIS SURVEY OR SHOWN HEREON.
- ALL BEARINGS, DISTANCES, COORDINATES, AND AREAS ARE GRID, BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE.
- ALL ELEVATIONS ARE NAVD88 (CALCULATED USING GEOID 18), BASED ON RTK GNSS OBSERVATION AND TIED TO TRIMBLE'S VRS NETWORK.
- ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP NO. 480385 0375 B, DATED JUNE 1, 1983, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "B".
- PROPERTY CORNERS ARE MARKED WITH ROD CAPPED "ACCESS SURVEYORS" UNLESS SHOWN OTHERWISE.
- NO VISIBLE SIGNS OF PIPELINES AT THE TIME OF SURVEY.

METES AND BOUNDS DESCRIPTION:

BEING A 15.87 ACRE TRACT OF LAND LYING IN THE B. A. VACOCU LEAGUE, ABSTRACT NUMBER 53, AND BEING ALL OF LOT 4, OF A REPLAT OF A PORTION OF LOT 10, THEO. F. KOCH SUBDIVISION, RECORDED IN VOL. 2, PG. 113, MAP RECORDS OF JEFFERSON COUNTY, TEXAS (MRJCT), SAID REPLAT BEING RECORDED IN COUNTY CLERK'S FILE NO. 2022016916, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS (OPRJCT) AND BEING PART OF A 27.874 ACRE TRACT CONVEYED TO GERALD LEE HEBERT AND CECILE ANN HEBERT BY DEED RECORDED IN VOLUME 2001, PAGE 77, DEED RECORDS OF JEFFERSON COUNTY, TEXAS (DRJCT), SAID 15.87 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" ROD FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 4 AND BEING THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF A PUBLIC ROAD KNOWN AS ENGLIN ROAD AND THE NORTH RIGHT OF WAY LINE OF A PUBLIC ROAD KNOWN AS SHELLHAMMER ROAD;

THENCE SOUTH 87°08'36" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID SHELLHAMMER ROAD FOR A DISTANCE OF 683.52' TO A ROD CAPPED "HENRY" FOUND FOR CORNER;

THENCE SOUTH 87°23'27" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID SHELLHAMMER ROAD FOR A DISTANCE OF 359.50' TO A ROD CAPPED "WELLS" FOUND FOR THE SOUTHEAST CORNER OF A 5.00 ACRE TRACT RECORDED IN COUNTY CLERK'S FILE NO. 2021036418, (OPRJCT);

THENCE NORTH 02°45'28" WEST, ALONG THE EAST LINE OF SAID 5.00 ACRE TRACT FOR A DISTANCE OF 954.91' TO A ROD CAPPED "WELLS" FOUND IN THE SOUTH LINE OF A 9.770 ACRE TRACT RECORDED IN COUNTY CLERK'S FILE NO. 95-9515080, (OPRJCT);

THENCE NORTH 87°14'23" EAST, ALONG THE SOUTH LINE OF SAID 9.770 ACRE TRACT FOR A DISTANCE OF 359.30' TO A ROD CAPPED "HENRY" FOUND FOR CORNER;

THENCE NORTH 87°14'09" EAST, ALONG THE SOUTH LINE OF SAID 9.770 ACRE TRACT FOR A DISTANCE OF 153.73' TO A ROD CAPPED "ACCESS" SET FOR THE NORTHWEST CORNER OF LOT 1 OF SAID REPLAT;

THENCE SOUTH 02°45'25" EAST, ALONG THE WEST LINE OF LOTS 1-3 OF SAID REPLAT FOR A DISTANCE OF 575.32' TO A ROD CAPPED "ACCESS" SET FOR THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE NORTH 87°14'10" EAST, ALONG THE SOUTH LINE OF SAID LOT 3 FOR A DISTANCE OF 530.00' TO A ROD CAPPED "ACCESS" SET IN THE WEST RIGHT OF WAY LINE OF SAID ENGLIN ROAD;

THENCE SOUTH 02°45'25" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID ENGLIN ROAD FOR A DISTANCE OF 379.43' TO THE POINT AND PLACE OF BEGINNING, CONTAINING 15.87 ACRES OF LAND, MORE OR LESS.

DEVELOPMENT REGULATIONS NOTES:

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

SCHOOL DISTRICT NOTE:

THIS MINOR PLAT IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT ISD

UTILITY NOTES:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS

TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: N/A

GAS UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN

WATER UTILITY SERVICE WILL BE PROVIDED BY: WEST JEFF. CO. MWD

SEWER UTILITY SERVICE WILL BE PROVIDED BY: WEST JEFF. CO. MWD

CABLE UTILITY SERVICE WILL BE PROVIDED BY: UNKNOWN

SEWAGE DISPOSAL NOTE:

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

INDIVIDUAL WATER SUPPLY NOTE:

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

Required Clear Space for an On-Site Sewage Facility (OSSF)				
Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Required Clear Area for OSSF (in Square Feet)	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (in Square Feet)
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	6428	180	5143
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

Note: SAMPLE - consult the TCEQ Regulations for proper sizes



11025 Old Voth Road - Beaumont, Texas 77713
Telephone (409) 838-6322 Facsimile 838-6122
www.access-surveyors.com § rpls5163@aol.com

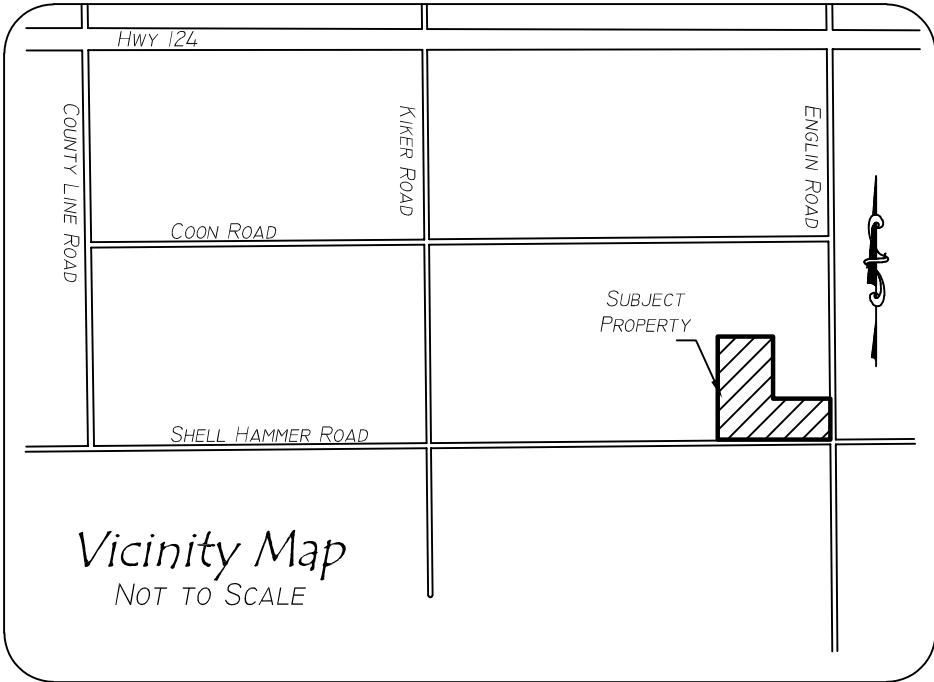
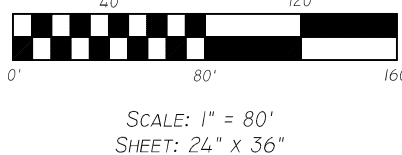
FILE: 2022621 FIRM NO. 101364.00 TECHNICIAN: A.M.LEA

REPLAT of a portion of Lot 10, Theo. F. Koch Subdivision, Vol. 2, Pg. 113, J.C.M.R. INTO Lots 4-A & 4-B part of the B. A. Vacocu League, Abstract No. 53



LEGEND

- (--)= CALLED BEARING, DISTANCE
● = TEMPORARY BENCHMARK (TBM)
TAKEN FROM TOP OF ROD



SURVEYOR'S CERTIFICATE:

I, SCOTT N BRACKIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL STANDARD LAND SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY, TEXAS.

REVIEW ONLY

SCOTT N. BRACKIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6650

(SEAL)

OWNERSHIP CERTIFICATE:

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT I, CECILE ANN HEBERT, BEING THE OWNER OF THE REMAINDER OF THAT CERTAIN 27.874 ACRE TRACT OF LAND DESCRIBED VOLUME 2001, PAGE 77, DEED RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID PROPERTY IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS _____ DAY OF _____, 2022.

CECILE ANN HEBERT, OWNER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CECILE ANN HEBERT KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2022.

By: _____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF COUNTY APPROVAL:

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS OF THE _____ DAY OF _____, 2022, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES ON OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROAD, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT No. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT No. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT No. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT No. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

CERTIFICATE OF COUNTY ENGINEER:

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

COUNTY ENGINEER

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOWN ALL MEN BY THESE PRESENTS, THAT DOGUET'S DIAMOND D. RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, OWNER OF 385.53 ACRES OF LAND OUT OF THE ALEXANDER HORTON SURVEY, ABSTRACT 29 IN JEFFERSON COUNTY, TEXAS, BEING RECORDED IN THE COUNTY CLERK'S FILE NO. 2020018894 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY DOES HEREBY SUBDIVIDE SAID 385.53 ACRE TRACT TO BE KNOWN AS 4.2865 ACRES OF LAND CALLED HIGHLAND VILLAGE PHASE 1 IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENT OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

BY: GP DIAMOND D RANCH, L.L.C.,
A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

MICHAEL D. DOGUET, MANAGER

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL D. DOGUET, MANAGER OF GP DIAMOND D RANCH, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF DOGUET'S DIAMOND D. RANCH, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITIES THEREIN STATED ON BEHALF OF THE AS THE ACT AND DEED OF SAID GP DIAMOND D RANCH, L.L.C., AND ON BEHALF OF AND AS THE ACT AND DEED OF SAID DOGUET'S DIAMOND D. RANCH, LTD.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF ____ A.D., 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF JEFFERSON

TEXAS FIRST BANK ("LENDER") WHICH HOLDS A LIEN OR LIENS ON THE 4.2865 ACRE TRACT OF LAND SUBDIVIDED BY AND DESCRIBED ON THIS MAP OF HIGHLAND VILLAGE PHASE 1, A SUBDIVISION IN JEFFERSON COUNTY, TEXAS (THE "SUBDIVISION"), ACTING BY AND THROUGH ITS DULY AUTHORIZED

WHOSE NAME IS SUBORDINATES LENDER'S LIEN(S) TO THE SUBDIVISION DESIGNATION, DEDICATION, EASEMENTS, AND IMPOSITIONS ESTABLISHED OR CREATED BY THIS MAP AND MADE BY DOGUET'S DIAMOND D. RANCH, LTD., A TEXAS LIMITED PARTNERSHIP AS ("OWNER"), AND JOINS WITH OWNER IN THE MAKING OF THE SUBDIVISION, DESIGNATION, DEDICATION, EASEMENTS, AND IMPOSITIONS AS DEPICTED ON THIS MAP OR AS INDICATED IN ANY OF THE NOTES/COMMENTS, FOR THE SUBDIVISION.

DATED: _____

TEXAS FIRST BANK

BY: _____

ITS: _____

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ OF THE TEXAS FIRST BANK, A BANK ORGANIZED UNDER THE LAWS OF THE UNITED STATES OF AMERICA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITIES THEREIN STATED ON BEHALF OF THE AS THE ACT AND DEED OF SAID BANK.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF ____ A.D., 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF RECORDING

I, _____, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 2022, AT ____ O'CLOCK ____ M.
RECORDED IN FILE # _____, JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS.
WITNESS MY HAND AND SEAL OF OFFICE AT _____ THE DAY AND DATE LAST ABOVE WRITTEN.

COUNTY CLERK
JEFFERSON COUNTY, TEXAS

BY: _____, DEPUTY

RESTRICTIONS RECORDED: _____

COUNTY DIRECTOR OF ENGINEERING CERTIFICATE

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

MICHELLE FALGOUT, P.E. COUNTY ENGINEER

SUBSCRIBED AND SWORN TO BEFORE ME BY MICHELLE FALGOUT, COUNTY ENGINEER AND GIVEN MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYORS CERTIFICATE

THAT I, MITCHELL LEE BRACKIN, DO HEREBY CERTIFY THAT THIS PLAT REFLECTS AN ACTUAL SURVEY MADE ON THE GROUND AND ACCORDING TO LAW, AND THAT THE LIMITS, BOUNDARIES, AND CORNERS ARE TRULY DESCRIBED JUST AS I FOUND OR SET THEM. GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 2022.

MITCHELL LEE BRACKIN
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5163

SUBSCRIBED AND SWORN TO BEFORE ME BY MITCHELL LEE BRACKIN AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____ (DATE)

CERTIFICATION OF ENGINEER

I, DONALD R. KING, P.E., A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, CERTIFY THAT THE CONSTRUCTION PLANS, PAVEMENT DESIGNS, AND THE LOCATION AND APPROXIMATE SIZES OF THE DRAINAGE STRUCTURE(S) SET FORTH IN THIS FINAL PLAT ARE IN ACCORDANCE WITH THE COUNTY'S ROAD AND DRAINAGE SPECIFICATIONS AND ARE IN COMPLIANCE WITH THE JEFFERSON COUNTY SUBDIVISION RULES AND DEVELOPMENT REGULATIONS.

DONALD R. KING, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 48461

THE STATE OF TEXAS
COUNTY OF JEFFERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ____ DAY OF _____, 2022. BY DON KING, REGISTERED PROFESSIONAL ENGINEER NO. 48461.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____ (DATE)

CERTIFICATE OF COUNTY APPROVAL
STATE OF TEXAS
JEFFERSON COUNTY

APPROVED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS ON THE ____ DAY OF _____ A.D., 2022, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREETS/ROADS, DRAINAGE, OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER, PRECINCT 3
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

CITY OF NOME

THIS IS TO CERTIFY THAT THE CITY OF NOME, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION.

IN TESTIMONY WHEREOF, WITNESS THE OFFICIAL SIGNATURE OF THE MAYOR OF THE CITY OF NOME, TEXAS, THIS ____ DAY OF _____ A.D., 2022.

MAYOR

ATTESTED AND APPROVED FOR ADMINISTRATION:

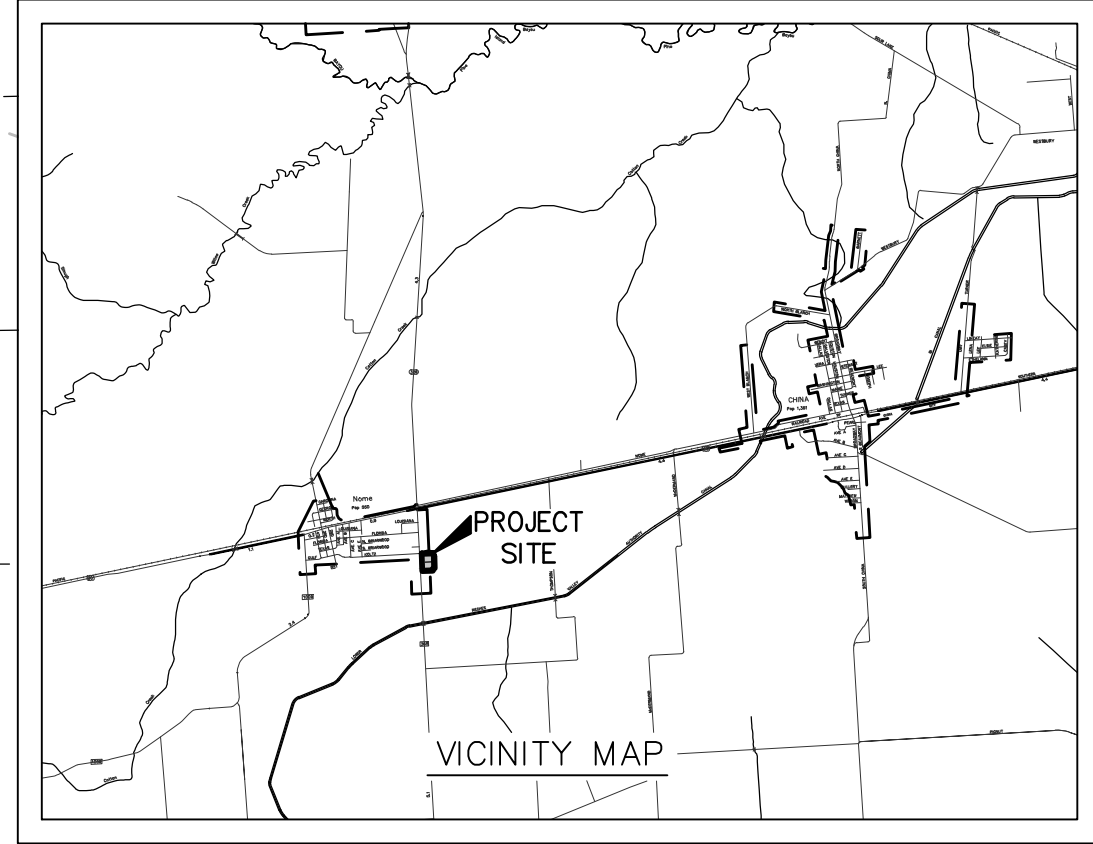
SECRETARY

NOTES:

- ALL UTILITY EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO TRIM OVERHANGING TREES AND SHRUBS LOCATED IN THE PROPERTY BELONGING TO OR BEING A PART OF THIS ADDITION.
- JEFFERSON COUNTY REQUIRES ALL CONSTRUCTION OF ALL OCCUPIED STRUCTURES TO HAVE MINIMUM FIRST FLOOR ELEVATION THAT IS ONE (1) FOOT ABOVE THE BFE (BASE FLOOD ELEVATION). NG = DENOTES NATURAL GROUND ELEVATION OF LOT ON FINAL PLAT.
- JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE ADEQUACY OF SAID LOT SIZES AND/OR LOT DIMENSIONS FOR SUITABILITY OR COMPLIANCE WITH TCEQ REGULATIONS FOR ON SITE SEWAGE TREATMENT FACILITIES.
- BEARINGS, DISTANCES AND ACREAGES ARE GRID AND ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE, NAD83, U.S. SURVEY FEET, MAPPING ANGLE FOR THIS PROJECT IS 02°18'48" AND THE SCALE FACTOR IS 0.999941144.
- ALL LOTS SHALL BE GRADED TO DRAIN TO STREET. REAR OF BLOCK 1 LOTS 1-4 MAY BE GRADED TO REAR CHANNEL. LOTS SHALL NOT DRAIN ONTO ADJACENT LOTS BEFORE AND AFTER STREET AND DRAINAGE FACILITIES ARE BUILT.
- INSTALLATION OF DRIVEWAYS SHALL BE COORDINATED WITH JEFFERSON COUNTY PRECINCT OFFICE.
- NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
- SUBDIVISION BENCHMARK - *** TO BE DETERMINED ***
- THE UNDERSIGNED SURVEY DOES NOT WARRANT THE ACCURACY OF PROPOSED ROAD, WASTEWATER TREATMENT DATA, OR OTHER ENGINEERING DATA HEREON.

Summary of Development	
LOTS	3.3843 ACRES
RIGHT OF WAY	0.9022 ACRES
EASEMENTS	0.0000 ACRES
TOTAL	4.2865 ACRES
TOTAL LENGTH OF STREETS	0.1323 MILES

Line Table		
Line #	Direction	Length
L1	S87°36'52"W	63.00
L2	N87°35'56"E	63.05
L3	N02°24'04"W	59.98



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

MUNICIPAL ETI NOTE:
THIS SUBDIVISION LIES WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF NOME, TEXAS, AND AS SUCH, JEFFERSON COUNTY CONSTRUCTION STANDARDS AND REGULATIONS APPLY.

SCHOOL DISTRICT PLAT NOTE:
THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT.

FEMA FLOOD PLAIN NOTE:
ALL OF THE SUBDIVISION LIES WITHIN THE BOUNDARIES OF FLOOD ZONE C AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP OF JEFFERSON COUNTY, COMMUNITY PANEL # 480385 0100 B DATED JUNE 1, 1983. FEMA FLOOD ZONE C IS DEFINED AS AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL.

UTILITY NOTES:
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS, INC.
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: A T & T
WATER UTILITY SERVICE WILL BE PROVIDED BY: CITY OF NOME, TEXAS
SEWER UTILITY SERVICE WILL BE PROVIDED BY: CITY OF NOME, TEXAS
GAS UTILITY SERVICE WILL BE PROVIDED BY: CEENTERPOINT ENERGY
CABLE UTILITY SERVICE WILL BE PROVIDED BY: -NONE-

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

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

WATER SUPPLY NOTE:
NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL THE STRUCTURE HAS A CUSTOMER SERVICE INSPECTION PERFORMED BY CITY OF NOME REPRESENTATIVE.
CITY OF NOME, TEXAS, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

CITY OF NOME, TEXAS _____ DATE _____

PIPELINE EASEMENT NOTE THERE ARE NO PIPELINE EASEMENTS WITHIN THE LIMITS OF THIS SUBDIVISION.

DRAINAGE EASEMENT NOTE ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES. EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO TRIM OR REMOVE ALL TREES AND SHRUBS ON OR OVERHANGING. DRAINAGE OUTFALL CHANNEL R.O.W. SHALL BE DEEDED TO JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6.

PROPOSED 20' DRAINAGE EASEMENT TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION

A PRELIMINARY PLAT
of
Highland Village
Phase 1A
BLOCK 2, LOTS 27 - 12
BLOCK 3, LOTS 1 - 9

BEING A 4.2865 ACRE SUBDIVISION
OF A 385.53 ACRE TRACT
RECORDED IN

DOC. No. 2020018894
O.P.R.J.C.T. IN THE

ALEXANDER HORTON SURVEY, A-20
JEFFERSON COUNTY, TEXAS BEING
DEVELOPED BY: DOGUET'S DIAMOND
D RANCH LTD.

JULY 2022

Fittz & Shipman
Consulting Engineers and Land Surveyors INC.

1405 CORNERSTONE COURT, BEAUMONT, TEXAS
(409) 832-7238 FAX (409) 832-7303
T.B.P.E. FIRM #1160 • T.X.L.S. FIRM #100186

C1.1

THIS IS A PRELIMINARY
CONCEPT DRAWING ONLY
NOT FOR CONSTRUCTION
PURPOSES OR LAND
SALES

Permit No. 08-U-22
Precinct No. 2

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/Common Carrier Pipeline Within
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date: 6-30-2022

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T

_____, (Company) does hereby made application
to use lands belonging to Jefferson County, for the purpose of constructing, maintaining
or repairing a utility or common carrier pipeline for the distribution of
FIBER OPTIC CABLE, Spurlock, N. 31st Street _____, location of which is fully described as
follows:

1
_____ pages of drawings attached.

Construction will begin on or after 7-18 _____ 2022

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

Company AT&T

By JERRY RICHARDSON

Title ENGINEER

Address 222 MAIN ST.

Telephone 409-659-2423

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.

2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

<u>1</u>	road crossing @ \$100.00	\$ <u>N/A</u>
<u>948 ft</u>	miles parallel @ \$150.00/mile or fraction	\$ <u>N/A</u>
TOTAL		\$ <u>N/A</u>

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

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A



 County Engineer

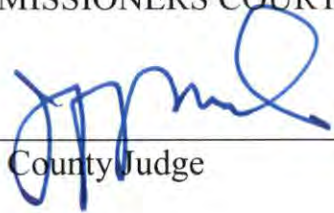
07-12-2022

Date

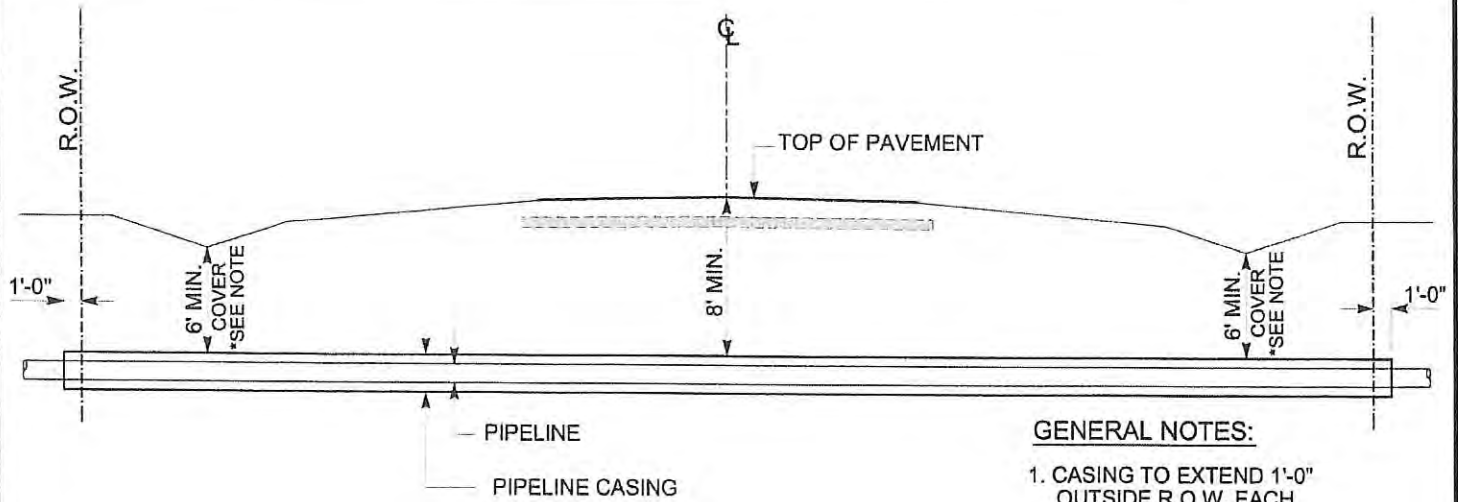
COMMISSIONERS COURT ORDER

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

COMMISSIONERS COURT

By 

 County Judge

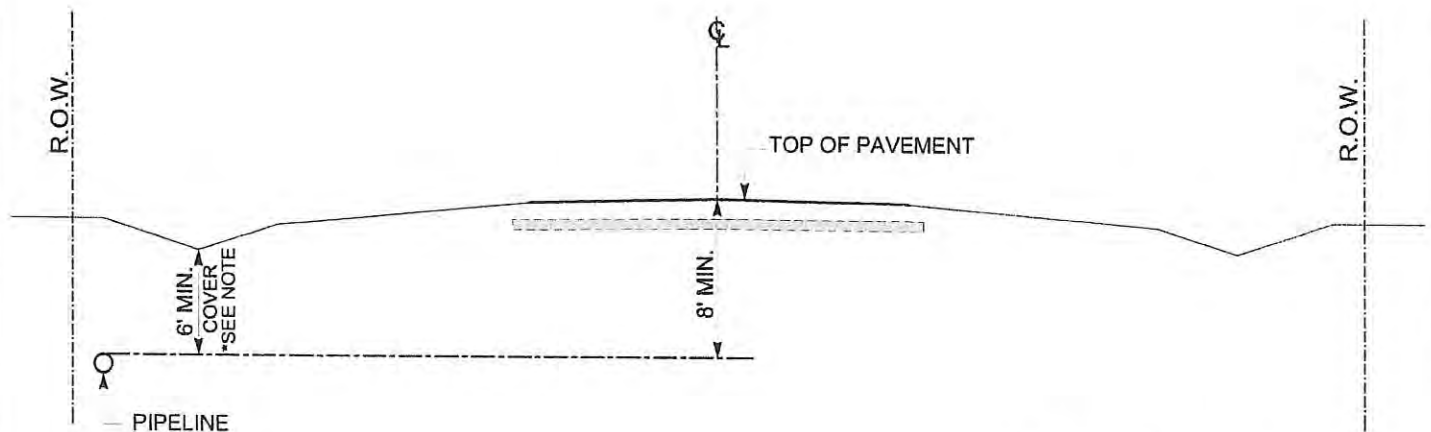


GENERAL NOTES:

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

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

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

2.) STANDARD PARALLEL LINE

N.T.S

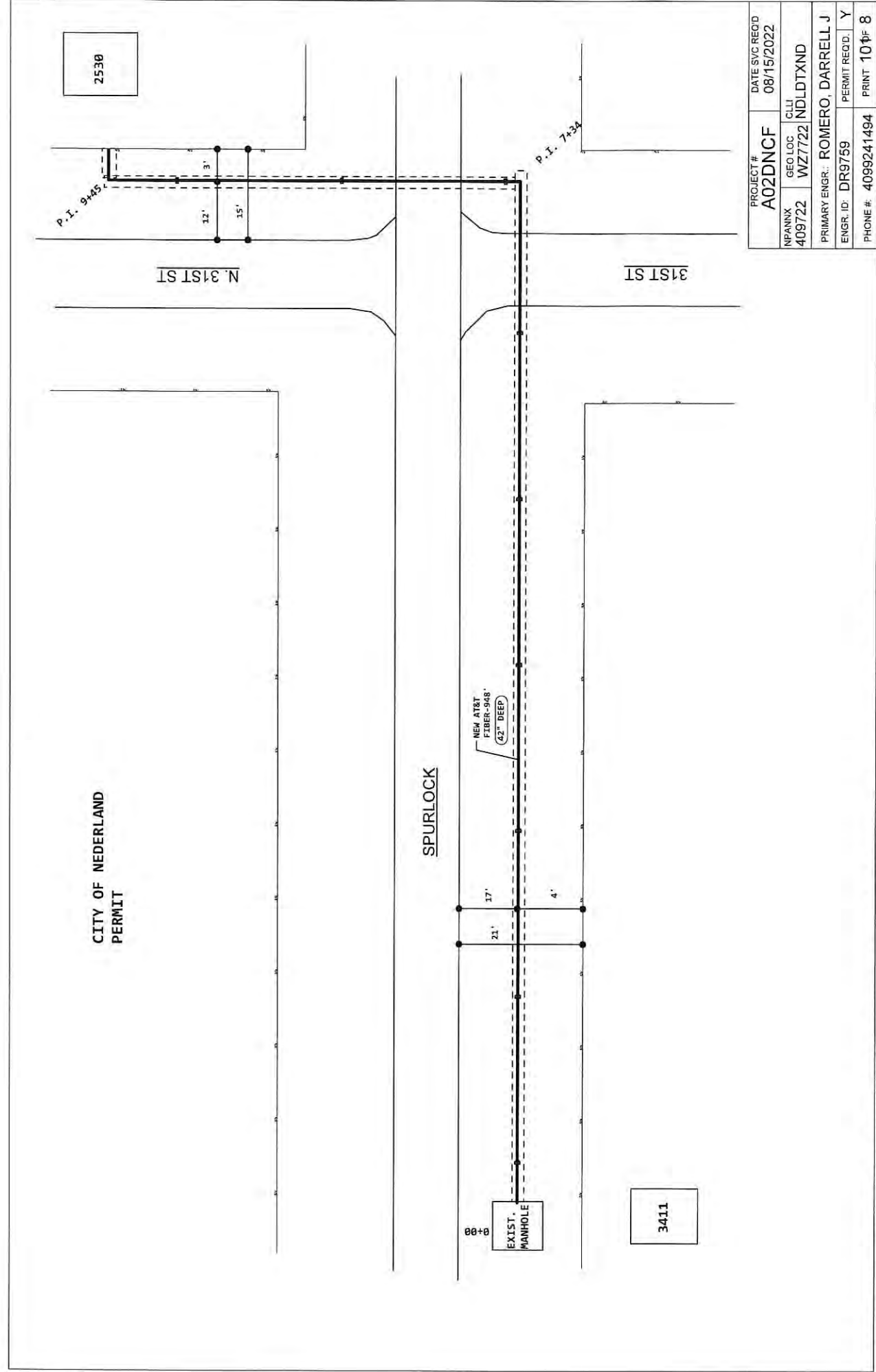


JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

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

A



AT&T Proprietary (Internal Use Only) Not for use or disclosure outside of AT&T companies except under written agreement.

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

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

Application

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

Determination

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

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

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

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

Maintenance, Alteration or Removal

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

Time Limits

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

Existing Permits

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

GENERAL PRINCIPLES

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

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

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

Responsibility for Repairs

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

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

SPECIFICATIONS

General

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

Line Crossing, Method of Placement (See Standard Detail)

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

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

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

Uncased, protected lines must have a minimum cover of eight (8) feet.

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

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

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

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

Lines paralleling Method of Placement (See Standard Detail)

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

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

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

Pole, Lines, Location

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

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

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

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

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

Inspection Notice

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

Line Markers

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

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

Traffic Control

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

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

Bonds

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

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

Application Fee

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

ROUTE MAP

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

**AGENDA ITEM****July 12, 2022**

Receive and File the proposed Juvenile Probation and Detention Budget for FY 2023 in accordance with 140.004 Local Government Code.



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER**

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

**Edward J. Cockrell, Sr.,
Chief Probation Officer**

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Loma George
County Judge's Office

From: Edward J. Cockrell, Sr. *EC*
Chief Juvenile Probation Officer

Date: June 28, 2022

Re: **Commissioners' Court Agenda, July 12, 2022**

Please place the following item on the Commissioners' Court agenda for July 12, 2022.

Juvenile Probation

Receive and File the proposed Juvenile Probation and Detention Budget for FY2023 in accordance with 140.004 Local Government Code.

**BUDGET PREPARATION WORKSHEET
2022-2023 BUDGET YEAR**

317

ACCOUNT DESCRIPTION	TWO YEAR AVERAGE '20 & '21	2020-2021 LAST YEARS ACTUALS	2021-2022 7 MONTHS ACTUAL	2021-2022 ADJUSTED BUDGET	2022-2023 DEPT. REQUEST
GENERAL FUND					
JUVENILE PROBATION DEPT.					
.10-01 DEPARTMENT HEAD	57,382	57,844	36,708	62,022	.....
.10-02 ASSISTANTS & CLERKS	790,595	774,191	516,063	1,046,213	.....
.10-94 LONGEVITY PAY	14,703	14,864	8,379	16,063	.....
.10-98 OVERTIME ALLOWANCE	368	559	10	10	.....
<hr/>					
* SALARIES AND WAGES	863,047	847,458	561,160	1,124,308	.....
.20-01 F.I.C.A. EXPENSE	68,273	67,868	42,488	89,443	.....
.20-02 EMPLOYEES' RETIREMENT	189,136	188,896	117,843	236,059	.....
.20-03 EMPLOYEES' INSURANCE	214,196	215,980	124,234	225,063	.....
.20-06 AUTOMOBILE ALLOWANCE	2,430	2,430	1,418	2,430	.....
.20-07 CELLULAR PHONE ALLOWANCE	450	450	263	450	.....
<hr/>					
* FRINGE BENEFITS	474,484	475,624	286,246	553,445	.....
.30-10 BOOKS-PRINTED	2,037	1,980	2,131	3,120	3,120
.30-78 OFFICE SUPPLIES	382	1,190	3,000	4,250	4,250
.30-84 MINOR EQUIPMENT	863	1,725	0	1,766	1,766
.30-90 EDUCATION & DEMONSTRATION	428	855	0	1,278	1,278
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* MATERIALS AND SUPPLIES	3,709	5,750	5,131	10,414	10,414
.40-11 EQUIPMENT- MISCELLANEOUS	0	0	0	600	600
.40-52 POSTAGE	1,444	927	1,235	2,467	2,467
.40-54 TELEPHONE	610	591	373	1,200	1,200
<hr/>					
* MAINTENANCE AND UTILITIES	2,054	1,518	1,608	4,267	4,267
.50-05 MILEAGE	10,491	11,103	10,628	24,865	24,865
.50-14 MENTAL EXAMINATION	2,613	900	5,320	24,855	24,855
.50-21 DUES/SUBSCRIPTIONS	389	422	479	480	480
.50-45 BONDS SURETY/NOTARY	167	263	25	400	400
.50-53 RENT-EQUIPMENT	3,343	4,680	2,730	4,680	4,680
.50-62 TRAVEL EXPENSE	360	135	0	10,000	10,000
.50-77 CONTRACTUAL SERVICE	235	470	456	500	500
.50-81 RELIEF-BOARD & LODGING	952	993	0	26,671	26,671
<hr/>					
* MISCELLANEOUS SERVICES	16,645	18,966	19,638	92,451	92,451
** JUVENILE PROBATION DEPT.	1,359,939	1,349,316	873,783	1,784,885	.....

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 10-05 EXTRA HELP

Item Description	Item Cost
Total Requested	0

ACCOUNT 10-98 OVERTIME

Item Description	Item Cost
Total Requested	0

ACCOUNT 20-06 AUTOMOBILE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

ACCOUNT 20-07 CELL PHONE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 30-11 SOFTWARE (Please list out any computer software you are requesting for existing computers. Also, list any software for new computers you are asking for in this budget year. Do not combine software costs with the cost of new computers in the Capital Outlay section.)

Item Description	Item Cost
Total Requested	0

ACCOUNT 50-21 DUES/SUBSCRIPTIONS

Item Description	Item Cost
Total Requested	\$450.00

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 50-62 TRAVEL

Item Description	Item Cost
See attached.	
Total Requested	

ACCOUNT 50-77 CONTRACTUAL SERVICES

Item Description	Item Cost
\$500.00 is requested to contract for Sex Offender treatment groups. Sex Offender	
treatment is conducted by an experienced License Professional Counselor.	
Total Requested	\$500.00

Probation Training Budget FY 2023
120-3063-424 50-62

Chief to attend Chief Probation Officer's Conference FY 2023

Total 649

Four people to attend Texas Probation Association annual conference in Austin in April, 2023

Total 2376

Three people to attend Texas Probation Association Legislative Conference in August, 2023

Total 1782

One person to attend Sex Offenders Management Conference FY 2023

Total 839

Two people to attend Texas Juvenile Justice Department's Data Conference in FY 2023

Total 691

Two people to attend Texas Juvenile Justice Department Budget Conference in Austin, TX FY 2023

Total 484

2 people to attend TJJD's Post Legislative Conference in Austin, TX FY 2023

Total 816

Chief Probation Officer to attend meetings at the Texas Juvenile Justice Department in Austin, Texas.

Total 1500

Chief Probation Officer to attend Southeast Texas Chief's meeting located throughout Southeast Texas.

Total 863

Total Training Budget 2023

\$10,000

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

PARTICIPATION (List any matching funds the County will be responsible for in regards to Federal, State or Local grant agreements.)

Item Description	Item Cost
Total Requested	0

Department Juvenile Probation Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 30-84 MINOR EQUIPMENT (List out any equipment under \$5,000. Do not list any computers here even if under \$5,000. List all computers in 60-02 Computer Equipment under the Capital Outlay section.)

Item Description	Item Cost
4 – Fax drums @ \$145.00 each	\$580.00
4 – US/Texas Flag sets @ \$105.00 each	\$420.00
3 – Office chairs @ \$145.00 each	\$435.00
1 – Toner cartridge @ \$331.00	\$331.00
Total Requested	\$1,766.00

BUDGET PREPARATION WORKSHEET
2022-2023 BUDGET YEAR

ACCOUNT DESCRIPTION	TWO YEAR AVERAGE '20 & '21	2020-2021 LAST YEARS ACTUALS	2021-2022 7 MONTHS ACTUAL	2021-2022 ADJUSTED BUDGET	2022-2023 DEPT. REQUEST
JUVENILE DETENTION HOME					
.10-01 DEPARTMENT HEAD	57,380	57,841	36,708	62,022	.....
.10-02 ASSISTANTS & CLERKS	838,219	820,012	550,181	1,086,269	.....
.10-05 EXTRA HELP	125,085	125,082	83,029	185,640	.....
.10-94 LONGEVITY PAY	13,575	13,835	8,154	15,774	.....
.10-97 HOLIDAY PAY	40,939	39,004	32,067	50,435
.10-98 OVERTIME ALLOWANCE	3,356	3,877	3,034	7,201
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* SALARIES AND WAGES	1,078,553	1,059,651	713,173	1,407,341
.20-01 F.I.C.A. EXPENSE	83,046	83,476	53,359	109,488
.20-02 EMPLOYEES' RETIREMENT	227,434	229,265	147,123	288,964	.....
.20-03 EMPLOYEES' INSURANCE	241,025	239,997	147,065	274,787	.....
.20-06 AUTOMOBILE ALLOWANCE	2,430	2,430	1,418	2,430
.20-07 CELLULAR PHONE ALLOWANCE	450	450	263	450
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* FRINGE BENEFITS	554,385	555,618	349,228	676,119
.30-07 BEDDING, BLANKETS, & LINEN	1,303	1,158	0	1,500	1,500
.30-17 CLOTHING	2,365	1,755	0	3,300	3,300
.30-23 DISHES, UTENSILS, ETC.	149	0	0	300	300
.30-33 FOOD	82,751	79,168	77,600	90,000	95,000
.30-44 JANITOR SUPPLIES	9,324	9,616	8,540	9,500	9,500
.30-50 MEDICAL SUPPLIES	223	320	590	1,000	1,000
.30-78 OFFICE SUPPLIES	768	700	1,400	1,579	1,579
.30-84 MINOR EQUIPMENT	4,896	6,423	5,731	6,907	7,364
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* MATERIALS AND SUPPLIES	101,777	99,140	93,861	114,086	119,543
.40-09 BUILDINGS AND GROUNDS	23,888	20,074	8,404	35,000	35,000
.40-11 EQUIPMENT- MISCELLANEOUS	1,819	2,325	2,644	5,300	5,300
.40-53 GAS- NATURAL AND BUTANE	3,952	4,323	1,069	4,000	4,000
.40-54 TELEPHONE	8,468	8,564	4,233	8,600	8,600
.40-56 ELECTRICITY	53,689	54,223	23,688	65,000	60,000
.40-57 WATER AND SEWER	40,892	42,641	21,267	40,000	46,000
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* MAINTENANCE AND UTILITIES	132,706	133,150	61,305	157,900	158,900
.50-05 MILEAGE	74	147	0	300	300
.50-32 HOSPITAL SERVICE	0	0	2,549	3,000	3,000
.50-34 MEDICAL & SURGICAL	2,199	128	7,070	9,000	9,000
.50-53 RENT-EQUIPMENT	2,426	1,560	910	1,560	1,560
.50-62 TRAVEL EXPENSE	1,526	808	1,368	8,511	8,511
.50-77 CONTRACTUAL SERVICE	56,899	64,514	70,183	79,624	80,849
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* MISCELLANEOUS SERVICES	63,123	67,157	82,080	101,995	103,220
** JUVENILE DETENTION HOME	1,930,544	1,913,716	1,299,647	2,457,441



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER**

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

**Edward "Ed" Cockrell, Sr.
Chief Juvenile Probation Officer**

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Patrick Swain
Auditor

From: Edward J. Cockrell, Sr. *EC*
Chief Juvenile Probation Officer

Date: May 25, 2022

Re: Extra Hours for Detention Staff and other 10-Series Line items for FY 2022-23 Budget

The Juvenile Detention Center operates under a U.S Department of Labor ruling obtained by Human Resources Director, Carey Erickson, which is in compliance with the Fair Labor Standards Act. Juvenile Supervision Officers are qualified as law enforcement (security personnel in corrections institution – October 1997). This exemption allows the department to require these officers to attend monthly staff training and be paid straight time as opposed to giving them time and a half comp time off, up to eleven hours per month.

Recommend placing \$23,300 as Extra Hours in line item #10-02

Extra Help is used to fund all part-time Supervision Officers that supplement shifts, working during employee illness, employee personal leave, vacation time, bereavement time, military leave, etc. It is recommended that Extra Help line item 10-05 remain the same as FY22 at \$178,500.

Please add these figures to the budget request:

120-3064-424-10-05 Extra Help (Remain the Same)	\$178,500
120-3064-424-10-97 Holiday Pay (Remain the Same)	\$48,495
120-3064-424-10-94 Longevity Pay (to be completed by Auditing)	
120-3064-424-10-96 Vacation Pay (to be completed by Auditing)	
120-3064-424-10-98 Overtime Allowance (Remain the Same)	\$6,924



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MEMORANDUM

To: Patrick Swain
Auditor

From: Edward J. Cockrell, Sr. *EC*
Chief Juvenile Probation Officer

Date: May 25, 2022

Re: Justification/Budget – Budget 120 – 3064

Budget 120-3064:

(3064) 30-33 – Food

The FY23 proposed Juvenile Detention Budget has an increase in the line item of \$5,000.

Adjusted Budget FY22	Department Request	Increase
\$90,000	\$95,000	\$5,000

This line item increase is based on current year usage and the increase in Food cost. This line item has been discussed with Fran Lee in the Auditor's office and she recommended the increase.

(3064) 40-57 – Water and Sewer

The FY23 proposed Juvenile Detention Budget has an increase in the line item of \$6,000.

Adjusted Budget FY22	Department Request	Increase
\$40,000	\$46,000	\$6,000

This line item increase is based on current year usage. This line item had been discussed with Fran Lee in the Auditor's office and she recommended the increase.

(3064) 50-77 – Contractual

The FY23 proposed Juvenile Detention Budget has an increase in the line item of \$1,225.

Adjusted Budget FY22	Department Request	Increase
\$79,624	\$80,849	\$1,225

This line item increase is based on increase of services prices.

NOTE: 40-56 Electricity line item is being reduced by \$5,000.

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 10-05 EXTRA HELP

Item Description	Item Cost
No New Request	
Total Requested	

ACCOUNT 10-98 OVERTIME

Item Description	Item Cost
No New Request	
Total Requested	

ACCOUNT 20-06 AUTOMOBILE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

ACCOUNT 20-07 CELL PHONE ALLOWANCE

Item Description	Item Cost
No New Request	
Total Requested	

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 30-11 SOFTWARE (Please list out any computer software you are requesting for existing computers. Also, list any software for new computers you are asking for in this budget year. Do not combine software costs with the cost of new computers in the Capital Outlay section.)

Item Description	Item Cost
Total Requested	0

ACCOUNT 50-21 DUES/SUBSCRIPTIONS

Item Description	Item Cost
Total Requested	0

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 50-62 TRAVEL

Item Description	Item Cost
See attached.	
Total Requested	

ACCOUNT 50-77 CONTRACTUAL SERVICES

Item Description	Item Cost
See attached.	
Total Requested	

PARTICIPATION (List any matching funds the County will be responsible for in regards to Federal, State or Local grant agreements.)

Detention Training Budget FY 2023

Two people to attend Handle with Care Restraint Training for facilitators in Fort Bend County, TX

Reg. 800 **Total 1156**

American Red Cross (CPR and First Aid)
33 staff for recertification and 1 instructors

Total 1200

Three people to attend Texas Juvenile Detention Association conference in FY 2023

Reg. 225 **Total 2295**

Three people to attend Texas Juvenile Detention Association management conference in FY 2023

Reg. 225 **Total 2295**

Five people to attend Quality Assurance

Reg. 0 **Total 1265**

Total detention training budget	\$8511
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**50 – 77 Contractual Services
Item**

1. A 1 Filter	\$ 2,208.00
2. Vent a Hood – Hydro Clean	\$ 1,815.00
3. Advantage Interest/Kitchen Suppression System Inspec.	\$ 2,241.00
4. Dumpster Service – Republic	\$ 5,460.00
5. Fire Panel/Smoke Detector – Southwest Building	\$ 1,050.00
6. EPS – A C Inspection	\$ 3,600.00
7. Big Thicket – Plumbing Maintenance – Bio Smart	\$ 1,980.00
8. Southern Folgers – Detention Locks	\$16,038.00
9. Emergency Power Generator – Generator Inspection	\$ 1,511.00
10. Professional Nurses Medical Exams	\$10,400.00
11. Moore – Ice Machine Inspection/Maintenance	\$ 980.00
12. Attaboy – Insect Extermination	\$ 866.00
13. S E Texas Building Services – Janitorial	\$31,200.00

14. Stericycle, Inc (Biomedical)	\$ 420.00
15. Biomedical waste Containers	<u>\$ 1,080.00</u>
	\$80,849.00

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

Item Description	Item Cost
This line item is requested in the amount of \$250,000, to be specifically dedicated to	
the programming in the Juvenile Detention Center, in cooperation with IEA	
(Inspire, Encourage, Achieve). The IEA is a non-profit organization, to perpetuate	
the late Ben Rogers' legacy. Regina Rogers has donated well over 4 million	
dollars of her personal funds, and obtains grants, to broaden the services in the	
Detention Center. The program was originally provided at no expense to the	
County. At his time, it is recommended that this program be funded at \$250,000.	
A full description of the program is attached.	
Total Requested	\$250,000



Grant Proposal & Project Budget

2022 Jefferson County Juvenile Probation

IEA – Inspire, Encourage, Achieve Funding Proposal

Amount of Request: \$250,000

Purpose of Request: Funds will be used by **IEA – Inspire, Encourage, Achieve (IEA)** to provide a multi-disciplinary response to crime and delinquency for **juvenile justice-involved youth who are under the supervision of the Jefferson County Juvenile Probation Department and are either in detention at the Minnie Rogers Juvenile Justice Center (MRJJC) or on probation.** With **Jefferson County Commissioners Court's current and past support,** the organization continues to achieve significant outcomes in reducing recidivism rates (repeat offenses) by helping interrupt a path toward adult criminal behavior and instead preparing young people to become tax-paying citizens who are educated, civically engaged and workforce ready.

The work of IEA has never been more critical as the **Covid-19 crisis** has left our youth **extremely vulnerable due to the lack of academic support, limited judicial and parental supervision, social isolation, lack of physical activity and restricted access to food, healthcare and other community resources.** The lifelong mental health consequences, especially for children in underserved communities who are often faced with **poverty, chronic traumas (such as sexual abuse, domestic violence, shootings, death of a parent or siblings, hurricanes and floods)** will be severe.

Since the program's inception **25 years ago,** over **3,500 youth** (an average of **150 per year**) and their families have been impacted through direct services. The organization has received **much recognition for its efforts,** but the most powerful measure of its **success** is the many **testimonials** provided by participants. **As one young woman wrote, "You and IEA picked me up during a hard, hard time and helped me through it. Thank you for continuing the journey with me. I love and appreciate all of you so much."**

History & Intervention Strategies

IEA-Inspire, Encourage, Achieve is a private non-profit organization operating in a unique partnership with the Jefferson County Juvenile Probation Department to reduce recidivism rates among juvenile offenders in Southeast Texas. Established in **1997** by **Regina Rogers** and the late **Julie Rogers**, IEA was founded in memory of the late **Ben Rogers** to perpetuate his legacy of **helping young people achieve dignity and respect through knowledge, compassion, understanding and love**. During that same time, **Regina** has **invested over \$4 million of her personal funds and an additional \$1.5 million of in-kind contributions**.

IEA focuses on **rehabilitation** by utilizing a variety of approaches with an emphasis on **reducing the impact of trauma**. **Every juvenile offender detained at the MRJJC** has an opportunity to benefit from **programming**, which, during normal times, includes **weekly therapy sessions and individual counseling sessions with Annie Bell, LPC, professional mentors, and art therapy** offered within an **institutional setting**. These **significant supportive efforts** help the youth learn how to alter thoughts and behaviors that lead to a cycle of incarceration and involvement in the adult criminal population.

For the past six years, Regina has personally facilitated a weekly Saturday "You Can Change Your Life" Speaker Series at which more than **150 prominent individuals** from the community have provided **powerful testimonials** that have had a major impact on the youth.

After youth have been detained, and also during pre- and post-adjudication, referrals are made by the Jefferson County Juvenile Probation Department to the **"Ben's Kids" outreach component** that consists of continuing interaction with the youth through **case management, counseling, academic support (including literacy, and tutoring sessions), one-on-one mentoring, youth support groups, group counseling, art therapy, Cops & Kids Mentoring Program, community service projects, job training** and other **enrichment opportunities**.

From services offered both to detainees and through outreach, IEA empowers juvenile justice-involved youth to adopt law-abiding lifestyles by offering alternatives to criminal behavior and increasing access to mental health and personal development opportunities.

Despite the barriers inflicted by the pandemic, since March 2021, IEA (the only organization of its kind in Texas) has extended a rescuing hand to more than 181 youth; 66 were served through outreach in Ben's Kids; 115 others in detention were provided mentoring and counseling at the MRJJC; and a third group comprised of their parents (62) participated in the Parent Project, a 10-week parenting education and support group. This endeavor, which offers spring, summer and fall parenting classes throughout the year, provides home visits, family nights and experiential exercises to parents of juvenile justice-involved youth and their siblings, as well as parents of youth who are at-risk of delinquency and who benefit from a supportive network of resources that enable them to strengthen their parenting skills and develop stronger support systems.

For the past 21 years IEA has hosted more than 615 children in its annual Camp Bright Star summer enrichment camp which emphasizes literacy, STEM programming, job training and character enrichment. Camp Bright Star 2022, "Developing the Best Me I Can Be", will be focused on self-improvement in family, finance, education, career, work, and health.

In partnership with Jefferson County Juvenile Probation, IEA has facilitated a Global Youth Service Project for 13 years, providing more than 400 youth with the opportunity to give back to the community and learn about various issues, including veteran affairs, sex trafficking, homeless population and challenges surrounding drug abuse. This year's project included lessons in Street Law, the importance of civic engagement, and the power of positive words of encouragement and affirmation.

Of the 66 youth who were enrolled in IEA's outreach program for comprehensive services while on juvenile probation, recidivism rates were low, with 61 of them not being detained at the MRJJC for a new criminal offense and 4 returning (for a probation violation).

Unfortunately, violent juvenile crime is more prevalent than ever before; however, IEA's holistic approach to programming and family support year after year has continually reduced the rate of recidivism and enabled probation officers to work more effectively with the youth.

In an article of a local publication, Juvenile Court Judge Larry Thorne stated, "I serve on an advisory board for Texas juvenile probation, and I'm aware of

the scarcity of funds for kids that are in trouble or close to being in trouble, and **IEA is the gap filler in our community. Their success rate is incredible. There is hardly any recidivism with kids; there is nothing close to that in the state.**" When IEA receives funds, the organization measures its impact by tracking recidivism rates, the number of youth who successfully complete juvenile probation and the number of youth who acquire educational and employment skills; and monitors the character qualities that are strengthened and developed in each child as a result of participation in the programs offered."

IEA Programming Costs

IEA is the only non-profit organization in Southeast Texas whose budget is dedicated to providing a rehabilitative and therapeutic response to address trauma, hardships and disadvantages of juvenile justice-involved youth, as well as those who are at-risk for delinquency.

The resilience demonstrated by youth whose lives have been marked by challenges but were able to triumph over difficult situations, as a result of caring and supportive members of our community who believed in their potential, has been supported largely by opportunities made available from **grants, sponsors, donated services, in-kind contributions, volunteers and generous funding from Jefferson County.**

IEA has been endorsed by key stakeholders throughout the region, including **Beaumont Police Chief James Singletary, Port Arthur Police Chief Tim Duriso and Jefferson County Sheriff Zena Stephens.** Each has said:

"One of the most troubling issues we face today is the increasing number of juveniles who are involved in committing violent crimes. We are fortunate to have a very successful partnership with IEA and more than 15 officers dedicated to mentoring youth on probation and in detention through our Cops & Kids initiative. These weekly efforts during the year are vital as we focus on helping rehabilitate youth and deter them from committing further criminal acts." - **Beaumont Police Chief James Singletary**

"Several of our PAPD officers and I have been involved with IEA, an organization that is continuing to have a major impact and offers hope for youth who have a lot of challenges. More than a third of the young people they work with are from Port Arthur. We look forward to further collaboration

and especially now with additional challenges in our community from COVID-19 to help provide mentoring and other services that will discourage these kids from committing crimes and entering the adult criminal population." – **Port Arthur Police Chief Tim Duriso.**

"IEA is a necessary partner for the criminal justice system. The service they provide to our juvenile population gives hope to many who are victims of circumstances beyond their control." - **Sheriff Zena Stephens**

Community Collaborations

IEA continues to sustain its collaborative efforts with community-based partners that offer pro-social and wellness experiences – including those offered by **Recovery Council of Southeast Texas Right Choice Adolescent Treatment Program, Spindletop Center, Catholic Charities, Lamar Institute of Technology Culinary Program, and the Beaumont Police Department's Cops & Kids Fitness Center** (equipped with a boxing ring and exercise equipment personally provided by Regina and adjacent to the IEA office; the fitness center's monthly mortgage interest and principal of \$2,550, including taxes and insurance, is paid for by Regina). We have also enhanced and forged new partnerships with **Workforce Solutions Southeast Texas, Communities In Schools and Samaritan Counseling** providing additional resources to address work readiness and career exploration as well as the increased mental health concerns.

More than 100 Jefferson County youth on probation have completed community service projects at **The Giving Field** and served as waitstaff at the organization's annual fundraiser. Founder and Director Sharon Begnaud stated, "The IEA kids have been an important part to the success of The Giving Field since day one. Their monthly attendance at the garden brings such joy to our program. The kids are always eager to get their hands dirty by digging in the soil to plant, weed, harvest or do whatever is needed to help their community. It is a beautiful thing to witness as the kids work together to help the less fortunate people in our community."

In collaboration with Jefferson County Juvenile Probation, IEA is fortunate to have a strong coalition of partners that recognize the value of its work in transforming the lives of disadvantaged youth.

Summary

IEA is seeking funding from Jefferson County to help provide innovative intervention services for juvenile offenders detained at the MRJJC and those under supervision by the Jefferson County Juvenile Probation Department. **The organization's rehabilitative strategy provides a direct economic benefit to Southeast Texas, as it helps reduce recidivism rates and the cost of detaining youth for future violations,** which often lead to their incarceration as adults. Furthermore, IEA through partnering relationships is committed to assisting each young person with high school retention, skills attainment, and skills needed to secure and maintain employment.

As a community-based provider for the **Jefferson County Juvenile Mental Health Court Program** and **an intervention option that is highly utilized by Jefferson County Juvenile Probation,** IEA continues to provide services to youth with histories of disappointing and discouraging life experiences and loose or absent connections to community-based support systems (i.e., church, enrichment activities, service organizations, etc.)

Findings from an internal analysis (conducted by the Jefferson County Juvenile Probation Department) for the purpose of assessing the impact of outreach services offered by IEA to juvenile offenders revealed: Of the 229 juvenile offenders served by IEA in outreach over a three-year period, 79% did not have a negative outcome. A total of 17.9% would have been sent to an alternative placement or TYC had IEA not been a resource.

IEA has been able to demonstrate a return on investment from the funding in past years from Jefferson County. In addition to motivating many youth to achieve a high school diploma while enrolled in the organization's outreach program, **IEA provides job training opportunities** that equip youth with skills that increase their marketability for employment. **More than 75 youth** have been able to obtain employment in the restaurant field upon completion of **their vocational training.**

A recent example of the life-changing work IEA is doing is the case of a 15-year old male, D. Williams, who was being sentenced and about to be sent to TJJD until Regina offered support from IEA. For one year, the young man participated in IEA activities, in which he excelled, and was

provided art lessons personally underwritten by Regina, as he was taught to recognize his own value and encouraged to change his life; he is now off probation and currently not exhibiting any behavior problems.

With an average of 11 juvenile offenders per year being kept from placement as a result of IEA's comprehensive services, taxpayers have been potentially saved at least \$188,100 per year. When factoring the cost of incarceration for one juvenile offender, there is an additional expense that escalates to nearly \$100,000 or more annually. Jefferson County Juvenile Probation Department estimated several years ago that IEA had potentially saved Jefferson County and the State of Texas more than \$300,000 annually, and this number currently is probably \$400,000 or more.

In sum, an investment of time and resources to support IEA's intervention efforts in the community is far less expensive than the costs associated with their residential placement and incarceration.

In 2017, the House of Representatives of the 85th Legislature passed a resolution to commemorate the organization's 20th anniversary. Now in its 25th year of leading efforts of youth advocacy and civic action to help young people transform hardships into hope, IEA is fortunate to have Jefferson County as an unwavering supporter.

IEA – Inspire, Encourage, Achieve • Proposed Project Budget 2022

Budget Item	Description	Amount Attributed to Project Request	Amount Requested from Jefferson County	Amount Funded by Other Sources
Executive Director	Provides leadership and day-to-day oversight of IEA's operations to ensure that service-delivery and administrative tasks of the project are completed within guidelines that are consistent with achieving and/or furthering the organization's mission.	\$55,000	\$35,000	\$20,000
Counseling & Case Management	Counseling and Case Management with transitional services that connect youth to school and community-based resources.	\$45,000	\$35,000	\$10,000
Professional Mentors	Professional Mentors for youth served at the Minnie Rogers Juvenile Justice Center and in Ben's Kids Outreach Program.	\$45,000	\$30,000	\$15,000
Service Coordinators	Two service coordinators (one bilingual) to assist counseling, mentoring and case management staff in providing and coordinating pro-social activities for youth and family support sessions for parents.	\$55,000	\$35,000	\$20,000
Counseling and Consulting Services	Counseling and consulting services provided by licensed professionals. Counselors offer individual and group counseling sessions for youth as well as for parents.	\$40,000	\$25,000	\$15,000
Academic Support	Educational specialist assesses and evaluates academic strengths as well as challenges of youth experiencing difficulties in school; Educational coaches work in collaboration with educational specialists to address foundational learning problems, provide specialized tutoring and facilitate academic motivation experiences that help youth correlate their learning to specific career clusters.	\$40,000	\$30,000	\$10,000

Budget Item	Description	Amount Attributed to Project Request	Amount Requested from Jefferson County	Amount Funded by Other Sources
Development Associate	Works closely with executive director to provide overall leadership, program development, financial administration, fiscal reporting and management of IEA's institutional and outreach programming for juvenile offenders and their families.	\$36,000	\$15,000	\$21,000
Project Supplies	Office supplies and materials associated with service delivery (including uniform shirts for job training)	\$20,000	\$3,000	\$17,000
Transportation	Fuel and mileage associated with assisting youth with accessing community-based resources and support (including counseling and pro-social activities)	\$18,000	\$12,000	\$6,000
Operating Expenses	Expenses associated with IEA's lease, utilities, facility maintenance, business insurance and other related operating costs are projected at approximately \$200,000 annually. It is estimated that approximately 20% of the organization's operating expenses will be attributed to this project.	\$40,000	\$30,000	\$10,000
	Total	\$394,000	\$250,000	\$144,000

Profit & Loss Statements

- September 1, 2020 through August 31, 2021
- September 1, 2021 through April 30, 2022

11:33 AM
05/26/22
Accrual Basis

IEA - Inspire, Encourage, Achieve Profit & Loss

September 2020 through August 2021

Sep '20 - Aug 21

Ordinary Income/Expense

Income

4000 - Income Received

4010 - Donations

4016 - IHO 1,240.00

4017 - IMO 850.00

4010 - Donations - Other 3,709.05

Total 4010 - Donations 5,599.05

Total 4000 - Income Received 5,599.05

4009 - Dividends 38.03

4100 - Grants/Foundations

4190 - Texas Commission on Arts 10,000.00

4189 - Meadows Foundation 50,000.00

4188 - Texas Bar Foundation 10,000.00

4187 - Helen Bell Trust 15,000.00

4102 - BASF 2,125.00

4105 - Capital One 7,500.00

4115 - Entergy 2,500.00

4117 - Esther Friedman Family Fdn 5,000.00

4122 - Hebert Fndn (Wilton/Effie Mae) 25,000.00

4126 - Jefferson Cnty Commissioners Co 200,000.00

4128 - Joe Louis International Sports 2,000.00

4130 - Mamie McFaddin Ward Foundation 7,000.00

4131 - Manion Charitable Foundation 7,500.00

4141 - Sempa Grant 5,000.00

4143 - Simpson-Omohundro Foundation 5,000.00

4152 - Maloney Family Foundation 4,000.00

4160 - YMBL 5,000.00

4163 - Domingo Family Foundation 2,000.00

4164 - Echo Maintenance 2,000.00

4165 - Exxon Mobil 1,500.00

4167 - Gladys D Bevil Charitable Trust 1,250.00

4170 - Nell & Terry Morris Foundation 500.00

4172 - Alicia Bonura Memorial Fund 1,000.00

4179 - Motiva Enterprises LLC 8,000.00

Total 4100 - Grants/Foundations 378,875.00

4270 - In-Kind Donation Income 20,111.86

4900 - SBA EIDL Advance -10,000.00

Total Income 394,622.04

Gross Profit 394,622.04

Expense

6000 - Administration/General

6101 - 11th St. Building Expenses

6105 - Building Maintenance/Supplies 815.20

6110 - Lawn Service/Landscaping 1,300.00

11:33 AM
05/26/22
Accrual Basis

IEA - Inspire, Encourage, Achieve
Profit & Loss
September 2020 through August 2021

Sep '20 - Aug '21

6111 - Lease	
6112 - RKJ	12,240.00
Total 6111 - Lease	12,240.00
6115 - Security	470.00
6119 - Utilities - 11th St.	1,906.72
Total 6101 - 11th St. Building Expenses	16,531.92
6215 - Bank Charge	0.44
6222 - Computer	301.08
6238 - Depreciation	13,476.36
6239 - Dues, Subscriptions & Publication	185.00
6250 - Finance Charge/Late Fees	31.48
6300 - Insurance	
6302 - Insurance - Auto	1,425.20
6304 - Insurance - Worker's Comp	1,093.27
6305 - Insurance, Bus	921.70
6308 - Insurance, Health	2,513.59
6309 - Insurance, Property	580.00
Total 6300 - Insurance	6,533.76
6322 - Membership Dues	20.00
6356 - Office Expense	838.61
6387 - Paypal Fee	310.85
6450 - Payroll	
6452 - Administrative Wages	45,954.86
6460 - Payroll Tax Expense	4,377.82
Total 6450 - Payroll	50,332.68
6528 - Printing & Reproduction	341.00
6544 - Professional Fees	2,760.00
6630 - Staff Appreciation/Gifts	102.12
6671 - Storage	1,149.80
6740 - Supplies, Office	138.88
6802 - Telephone	
6803 - Cell Phone	131.31
6802 - Telephone - Other	1,183.88
Total 6802 - Telephone	1,315.19
6000 - Administration/General - Other	79.35
Total 6000 - Administration/General	94,448.32
7000 - Ben's Kids Out-Reach Program	
7100 - Auto Fuel	533.89
7105 - Auto Insurance	5,700.80
7111 - Auto Maintenance	212.99
7114 - Auto Other	466.66
7200 - Ben's Kids Insurance	
7204 - Bus, Insurance	4,718.35
Total 7200 - Ben's Kids Insurance	4,718.35
7250 - Building Maintenance BK	1,881.04

11:33 AM
05/26/22
Accrual Basis

IEA - Inspire, Encourage, Achieve
Profit & Loss

September 2020 through August 2021

Sep '20 - Aug '21

7300 - Camp Bright Star	
7334 - Client Assistance	133.80
7338 - Closing Ceremony	1,225.00
7349 - Food	1,110.28
7350 - Gifts	1,105.00
7361 - Instructor	1,629.00
7384 - Program Supplies	2,179.72
7300 - Camp Bright Star - Other	4,500.00
Total 7300 - Camp Bright Star	11,782.80
7412 - Client Assistance	521.76
7436 - Computer	2,798.86
7446 - Contract Labor-Janitors	225.00
7556 - Food	1,832.17
7562 - Gifts & prizes	295.00
7564 - Global Youth Serv. Project	164.99
7594 - InKind donation expense-BK	20,111.96
7598 - Lease RKJ (11th St)	48,960.00
7623 - Membership Dues	239.95
7670 - Mileage	-7.54
7686 - Misc.	257.62
7691 - Office Expense, Supplies	826.41
7710 - Parent Project	
7719 - Supplies	1,201.83
Total 7710 - Parent Project	1,201.83
7729 - Printing	3,781.69
7734 - Professional Development	48.92
7736 - Professional Fees	11,040.00
7830 - Staff (Ben's Kids)	99,036.90
7839 - Staff Payroll Tax Expense	9,462.55
7852 - Storage	4,598.40
7854 - Supplies	17,608.11
7900 - Telephone	5,238.58
7970 - Utilities (11th St)	6,190.57
Total 7000 - Ben's Kids Out-Reach Program	259,740.26
8000 - Fundraising Expense	
8012 - Fundraising Payroll	
8026 - Payroll Tax Expense	11.03
8012 - Fundraising Payroll - Other	144.24
Total 8012 - Fundraising Payroll	155.27
Total 8000 - Fundraising Expense	155.27
9000 - Juvenile Detent. Prg (MRJJC)	
9080 - Client Assistance	47.90
9100 - Computer	300.00
9257 - Food	230.77
9499 - J D Insurance	

11:33 AM
05/26/22
Accrual Basis

IEA - Inspire, Encourage, Achieve

Profit & Loss

September 2020 through August 2021

	Sep '20 - Aug '21
9410 - Insurance, Bus	781.95
Total 9400 - J-D Insurance	781.95
9600 - MRJJC Salaries	
9602 - MRJJC Payroll Tax Expense	1,777.40
9600 - MRJJC Salaries - Other	17,444.41
Total 9600 - MRJJC Salaries	18,221.81
9871 - Supplies - misc.	168.77
Total 9800 - Juvenile Detent. Prg (MRJJC)	20,741.20
Total Expense	375,085.05
Net Ordinary Income	19,536.99
Other Income/Expense	
Other Income	
9950 - Tax Exempt Income	10,000.00
Total Other Income	10,000.00
Net Other Income	10,000.00
Net Income	29,536.99

IEA - Inspire, Encourage, Achieve Profit & Loss

September 2021 through April 2022

Sep '21 - Apr '22

Ordinary Income/Expense

Income

4000 - Income Received

4010 - Donations

4016 - IHO

1,500.00

4017 - IMO

4017A - Ben Featherston

8,625.00

Total 4017 - IMO

8,625.00

4010 - Donations - Other

4,233.44

Total 4010 - Donations

14,358.44

Total 4000 - Income Received

14,358.44

4100 - Grants/Foundations

4107 - City of Beaumont

17,507.60

4115 - Entergy

2,500.00

4117 - Esther Friedman Family Fndn

3,500.00

4120 - HEB Grocery Co.

10,000.00

4122 - Hebert Fndn (Wilton/Effie Mae)

25,000.00

4126 - Jefferson Cnty Commissioners Co

200,000.00

4128 - Joe Louis International Sports

2,000.00

4130 - Mamie McFaddin Ward Foundation

5,000.00

4131 - Marion Charitable Foundation

10,000.00

4143 - Simpson-Oimohundro Foundation

5,000.00

4152 - Maloney Family Foundation

500.00

4165 - Exxon Mobil

3,000.00

4173 - TPC Group

13,130.00

4185 - Cheniere Cares Foundation

2,450.00

Total 4100 - Grants/Foundations

299,587.60

Total Income

313,946.04

Gross Profit

313,946.04

Expense

6000 - Administration/General

6101 - 11th St. Building Expenses

6105 - Building Maintenance/Supplies

1,944.44

6110 - Lawn Service/Landscaping

1,524.00

6111 - Lease

6112 - RKJ

9,180.00

Total 6111 - Lease

9,180.00

6115 - Security

35.00

6118 - Utilities - 11th St.

1,250.34

Total 6101 - 11th St. Building Expenses

13,933.78

6222 - Computer

261.42

6230 - Contract Labor

6231 - Educational Support

549.00

Total 6230 - Contract Labor

549.00

6239 - Dues, Subscriptions&Publication

92.50

11:30 AM
05/28/22
Accrual Basis

IEA - Inspire, Encourage, Achieve Profit & Loss

September 2021 through April 2022

Sep '21 - Apr '22

6300 - Insurance	
6302 - Insurance - Auto	2,059.60
6304 - Insurance - Worker's Comp	2,011.00
6305 - Insurance, Bus	978.90
Total 6300 - Insurance	5,049.50
6322 - Membership Dues	20.00
6341 - Miscellaneous, Bus	28.41
6356 - Office Expense	227.83
6387 - Paypal Fee	363.30
6450 - Payroll	
6452 - Administrative Wages	43,712.77
6460 - Payroll Tax Expense	12,881.36
Total 6450 - Payroll	56,594.13
6528 - Printing & Reproduction	398.97
6630 - Staff Appreciation/Gifts	443.48
6671 - Storage	443.80
6701 - Supplies, Miscellaneous	18.73
6740 - Supplies, Office	482.78
6802 - Telephone	
6803 - Cell Phone	0.00
6802 - Telephone - Other	817.04
Total 6802 - Telephone	817.04
6860 - Travel	39.49
6000 - Administration/General - Other	215.18
Total 6000 - Administration/General	79,979.34
66900 - Reconciliation Discrepancies	30.00
7000 - Ben's Kids Out-Reach Program	
7832 - Staff Appreciation	36.50
7597 - Lawn Service/Landscaping	378.00
7690 - Office Expense	42.34
7100 - Auto Fuel	264.12
7105 - Auto Insurance	8,238.40
7111 - Auto Maintenance	98.24
7114 - Auto Other	73.00
7200 - Ben's Kids Insurance	
7204 - Bus Insurance	4,910.90
Total 7200 - Ben's Kids Insurance	4,910.90
7250 - Building Maintenance BK	8,085.50
7300 - Camp Bright Star	
7349 - Food	63.00
7350 - Gifts	939.19
7384 - Program Supplies	224.00
Total 7300 - Camp Bright Star	778.19
7412 - Client Assistance	2,257.92
7436 - Computer	1,539.92

Profit & Loss

September 2021 through April 2022

Sep '21 - Apr '22

7441 - Contract Labor	
7443 - Educational Support/Services	7,127.00
7441 - Contract Labor - Other	5,500.00
Total 7441 - Contract Labor	12,627.00
7556 - Food	222.41
7562 - Gifts & prizes	1,825.00
7598 - Lease RKG (11th St)	36,720.00
7623 - Membership Dues	80.00
7686 - Misc.	85.72
7691 - Office Expense, Supplies	1,897.22
7710 - Parent Project	
7719 - Supplies	429.00
Total 7710 - Parent Project	429.00
7729 - Printing	2,719.28
7771 - Publicity	26.04
7830 - Staff (Ben's Kids)	73,938.33
7852 - Storage	1,775.20
7854 - Supplies	2,033.84
7900 - Telephone	3,268.01
7970 - Utilities (11th St)	4,710.48
7000 - Ben's Kids Out-Reach Program - Other	59.54
Total 7000 - Ben's Kids Out-Reach Program	169,118.11
8000 - Fundraising Expense	125.89
9000 - Juvenile Detent. Prg (MRJJC)	
9080 - Client Assistance	38.00
9085 - Contract Labor	
9086 - Educational Support/Services	934.00
Total 9085 - Contract Labor	934.00
9100 - Computer	329.55
9257 - Food	514.82
9290 - Hygienic Care	320.00
9400 - J D Insurance	
9410 - Insurance, Bus	825.20
Total 9400 - J.D Insurance	825.20
9600 - MRJJC Salaries	32,432.40
9871 - Supplies - misc.	1,311.35
Total 9000 - Juvenile Detent. Prg (MRJJC)	36,703.32
Total Expense	285,956.68
Net Ordinary Income	27,989.38
Net Income	27,989.38

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

ACCOUNT 30-84 MINOR EQUIPMENT (List out any equipment under \$5,000. Do not list any computers here even if under \$5,000. List all computers in 60-02 Computer Equipment under the Capital Outlay section.)

Item Description	Item Cost
10 – Kenwood NX-1300AUKZ @ \$398.00 each	\$3,978.00
4 – Speed Drum Fans @ \$420.00 each	\$1,680.00
4 – Office chairs @ \$290.00 each	\$1,160.00
4 – Carpet sweeper cleaner @ \$21.50 each	\$86.00
5 – Employee Recognition Plaques @ \$50.00 each	\$250.00
2 – Employee Recognition Plaques @ \$105.00 each	\$210.00
Total Requested	\$7,364.00

United Communications Inc.

5615 College St. / Beaumont, TX 77707

Phone - (409) 842-3790 / Fax - (409) 842-1991

UCICOM@AOL.COM

May 11, 2022

Jefferson County Juvenile Probation
Hwy. 69 South
Beaumont, Texas

Attn: Dennis Copeland

Dear Dennis,

This is the pricing, which you requested.

	<u>Each</u>	<u>Total</u>
10 – Kenwood NX-1300AUK2 Portable Radios w/ Battery Packs, Antennas, Belt Clips, Desk Chargers and Programming.	\$397.70	\$3,977.80

Total Cost	\$3,997.80
-------------------	-------------------

If you have any questions about this quote, or any other type of Mobile Communication needs, Please don't hesitate to give me a call.

Thanks,

Linda Sterling

**KOOL-FLO 38.8 in. H X 36 in. D 2 speed Drum Fan**

Item # 6292494

Get it from:[Change Store](#)**M & D Supply Inc, Beaumont TX****Delivery from Store**

FREE for delivery

FREE for Ace Rewards Members on Orders \$50+

[Sign In/Join](#)[Delivery Detail's](#)

Quantity

- +

4

[Remove](#)

Price ea:

\$419.99

Total Price:**\$1,679.96****ACE
REWARDS**[Sign In](#) [Join](#)**Don't miss out!**

- Free delivery from store with qualifying online purchases of \$50 or more.
- Exclusive offers and instant savings.
- \$5 reward earned every 2,500 points.

358

Offers & Promo Codes

Apply an Ace Rewards Offer or Promo Code

Order Summary

Subtotal	\$1,679.96
Sales Tax (calculated in checkout)	TBD

Order Total	\$1,679.96
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ACE REWARDS Estimated Earned Points	16799
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Available payment options in checkout:



DISCOVER

PayPal

Checkout

ACE REWARDS
SHOP • EARN • SAVE

Don't miss out!

- Free delivery from store with qualifying online purchases of \$50 or more.
- Exclusive offers and instant savings.
- \$5 reward earned every 2,500 points.

Sign In

Join

More Ways to Shop

Customer Service

About Ace

Resources

Shopping Cart

Delivery based on 77701



Serta® Big And Tall
Puresoft® Bonded Leather
High-Back Chair, Black/Silver
Item # 1850860

Delivery
Estimated delivery 7-10
business days

4

X
\$289.99 / each
\$1,159.96

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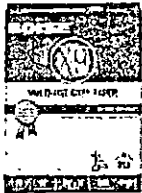


Add a Protection Plan
Details

☐ 3-Year Protection Plan | \$69.99

☐ 2-Year Protection Plan | \$49.99

Feedback



Boise® X-9® Multi-Use Copy Paper, Letter Size 8 1/2" x 11" Ream Of 500 Sheets

\$8.99 / ream

Add to Cart



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TOGETHER

Help strengthen small businesses through the National Urban League and the U.S Hispanic Chamber of Commerce with your donation.

Learn more

\$1

\$5

\$10

\$20

Order Summary

Subtotal (4 Items):	\$1,159.96
Delivery:	FREE
Estimated Tax:	\$95.70

Estimated Total	\$1,255.66
------------------------	-------------------

Available Rewards can be applied by logging in at checkout. See More.

You qualify for FREE Delivery



Cart (4 items)



Shipping

arrives **Thu, Jun 2**
77706

[Continue to checkout](#)

Sold and shipped by Eyliden



Eyliden Carpet Sweeper Cleaner for Home
Office Low Carpets Rugs Undercoat Carpet...
Shipping only

\$85.96
\$21.49 ea
~~\$26.87 ea~~

Subtotal (4 items) \$85.96

Taxes Calculated at checkout

Estimated total \$85.96

Protect your purchase

Get the best value on product protection including fast repairs or replacements.

Add Walmart Protection Plan by Allstate [Details](#)

☐ 2-Year plan - \$3.00

☐ 3-Year plan - \$4.00

☒ I don't need protection at this time

[Remove](#)

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- 4 +



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Walmart.com
[Learn how](#)

Department Juvenile Detention Please list all items in order of priority. Use additional pages if necessary.

CAPITAL OUTLAY (List any equipment over \$5,000 plus all computers. Please indicate whether the equipment is a new item or will be a replacement for old equipment. Commissioners' Court will closely scrutinize any Capital Outlay requests, so please provide full written justification for each item requested.)

Item Description	Item Cost
Total Requested	0