

Notice of Meeting and Agenda
September 13, 2022

Regular, 9/13/2022 10:30:00 AM

BE IT REMEMBERED that on September 13, 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 (ABSENT)

Becky Bertrand, Jefferson County Clerk Administrator

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
September 13, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **13th** day of **September 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 am WORKSHOP - To receive updated information on Taylor's Bayou Bridge Project.

10:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by

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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.

9:00 am - WORKSHOP HAS BEEN RE-SCHEDULED for September 20, 2022 @ 9:00 am regarding the Taylor's Bayou Bridge Project.

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

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

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PURCHASING:

- (a). Consider and approve award for Invitation for Bid (IFB 22-028/JW) Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport to DezTex Industrial Services, LLC d/b/a RAMTEX Industrial, LLC. in the amount of \$185,747.38; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is intended to be 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant #37.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Bush

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

Action: APPROVED

- (b). Consider and approve, execute, receive and file a contract extension for (IFB 20-031/YS) Term Contract for Trash and Biomedical Waste Container Service for Jefferson County with Clean Harbors Environmental Services, Inc. and Republic Services of Beaumont for an additional 38 days to expire October 31, 2022.

SEE ATTACHMENTS ON PAGES 11 - 12

Motion by: Sinegal

Second by: Bush

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

Action: APPROVED

- (c). Execute, receive and file renewal for (IFB 19-040/YS) Term Contract for Road Building Material for Jefferson County for a third (1) one year renewal with LD Construction, Martin Marietta Materials, Inc., Vulcan Construction Materials, LLC and Gulf Coast, a CRH Company from September 7, 2022 to September 6, 2023; with a price increase on item 5A due to increased material and fuel costs as shown in attachment

SEE ATTACHMENTS ON PAGES 13 - 25

Motion by: Sinegal

Second by: Bush

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

Action: APPROVED

- (d). Consider and approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

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SEE ATTACHMENTS ON PAGES 26 - 28

Motion by: Sinegal

Second by: Bush

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

Action: APPROVED

COUNTY AUDITOR:

- (a).Consider and approve budget transfer– DRC – additional supplies and purchase of chairs.

SEE ATTACHMENTS ON PAGES 29 - 29

120-2060-412-3078	OFFICE SUPPLIES	\$650.00	
120-2060-412-3084	MINOR EQUIPMENT	\$1,136.00	
120-2060-412-4052	POSTAGE		\$200.00
120-2060-412-5001	ADVERTISING		\$450.00
120-2060-412-5062	TRAVEL EXPENSE		\$978.00
120-2060-412-5005	MILEAGE		\$158.00

Motion by: Alfred

Second by: Pierce

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

Action: APPROVED

- (b).Consider and approve Sheriff and Constables' Fees to be effective January 01, 2023.

Each Writ will be increased by \$25.00. All other fees will remain the same.

SEE ATTACHMENTS ON PAGES 30 - 36

Motion by: Bush

Second by: Alfred

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

Action: APPROVED

- (c).Regular County Bills – check #498624 through check #498825.

SEE ATTACHMENTS ON PAGES 37 - 44

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

ADDENDUMS:

- (d). Consider and approve the VINE (Victim Information & Notification Everyday) Program service agreement with Appriss for 09/01/22 - 08/31/23. Cost of contract is reimbursed by the Office of the Attorney General.

SEE ATTACHMENTS ON PAGES 45 - 61

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

- (e). Receive and file fourth amendment to the management agreement between Jefferson County and Global Spectrum LP d/b/a OVG360 (formerly known as Spectra Venue Management) for the management of the Ford Park Entertainment Complex.

SEE ATTACHMENTS ON PAGES 62 - 63

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

COUNTY AIRPORT:

- (a). Consider, possibly approve and authorize the County Judge to execute a Lease Amendment between Jefferson County and SGS North America, Inc. for property at the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 64 - 65

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

- (b). Consider, possibly approve and authorize the County Judge to execute a Lease Agreement between Jefferson County and SGS North America, Inc. for property at the Jack Brooks Regional Airport.

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SEE ATTACHMENTS ON PAGES 66 - 74

Motion by: Alfred

Second by: Pierce

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

Action: APPROVED

- (c).Consider, possibly approve and authorize the County Judge to execute the application for FAA AIP Grant #39 in the amount of \$3,815,372. This grant is the current maximum amount available to the Airport under FAA Airport Entitlement and funds a portion of the Taxiway Alpha Rehabilitation project at the Jack Brooks Regional Airport.

NO ATTACHMENTS

Motion by: Alfred

Second by: Pierce

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

Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Receive an introduction by Martin Gonzalez, TxDOT District Engineer of David Collins, Beaumont Area Engineer and Kevin Emerson and Carl Ray as Maintenance Supervisors.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

- (b).Receive and file executed SAVNS Maintenance Contract OAG No. C-00317.

SEE ATTACHMENTS ON PAGES 75 - 106

Motion by: Alfred

Second by: Bush

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

Action: APPROVED

- (c).Consider, possibly approve, authorize the County Judge to execute, receive and file the Certificate of Appointment of Dr. Ezea Ede as the Local Health Authority for Jefferson County pursuant to Texas Health and Safety Code, Sec 121.021.

SEE ATTACHMENTS ON PAGES 107 - 116

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

- (d). Conduct a Public Hearing regarding an Amendment to the Tax Abatement Agreement between Jefferson County and Port Arthur LNG (SEMPRA) Pursuant Tax Code Sec 312.401.

Judge Branick opened the Public Hearing. Being no comments, Judge Branick closed the Public Hearing.

NO ATTACHMENTS

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

- (e). Consider and possibly approve an Amended Abatement Agreement between Jefferson County and Port Arthur LNG (SEMPRA), Pursuant to Sec. 312.401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 117 - 120

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

HUMAN RESOURCES:

- (a). Consider and possibly approve granting extended leave without pay for up to 90 days for Tyquisha Murray, an employee of Justice of the Peace, Precinct 8.

NO ATTACHMENTS

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

SHERIFF'S DEPARTMENT:

- (a). Consider and possibly approve a Resolution authorizing the grant application of the Bullet-Resistant Shield Grant Program for 2022-2023. Grant number 4650201.

SEE ATTACHMENTS ON PAGES 121 - 122

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Regular, September 13, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 13, 2022.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

August 24, 2022

Clean Harbors Environmental Services, Inc.
 500 Independence Parkway South
 LaPorte, TX 77571
 Attention: Mr. Lee McMorries

Re: (IFB 20-031/YS), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

Dear Mr. McMorries:

Please be advised the above-referenced contract for Jefferson County will expire on **September 23, 2022**. It is requested that your company extend your current contract for an additional 38 days, to expire October 31, 2022.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, August 31, 2022. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

DC: mr

Price Extension Received and Accepted:

August 31, 2022
 Date

Project Number: IFB 20-031/YS

Contractor: Clean Harbors Environmental Services, Inc.

Signature:

George Curtis

Print Name and Title:

George Curtis, EVP

ATTEST:

Laurie Leister 9-13-2022

Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick
 Jeff R. Branick, County Judge





JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

CONTRACT EXTENSION REQUEST

August 24, 2022

Republic Services of Beaumont
 6425 State Highway 347
 Beaumont, TX 77705
 Attention: Mrs. Jade Rayburn

Re: (IFB 20-031/YS), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

Dear Mrs. Rayburn:

Please be advised the above-referenced contract for Jefferson County will expire on **September 23, 2022**. It is requested that your company extend your current contract for an additional 38 days, to expire October 31, 2022.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, August 31, 2022. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah Clark

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

DC: mr

Price Extension Received and Accepted: 8.24.2022

Date

Project Number: IFB 20-031/YS

Contractor: Republic Services of Beaumont

Signature: *Bill Voigtman*

Print Name and Title: Bill Voigtman GM

ATTEST:

Laurie Leister 9-13-2022

Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick
 Jeff R. Branick, County Judge

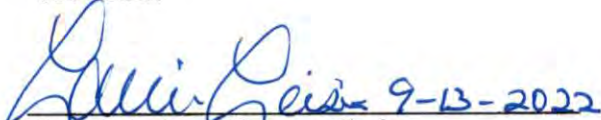


CONTRACT RENEWAL FOR IFB 19-040/YS
TERM CONTRACT FOR ROAD BUILDING MATERIAL FOR
JEFFERSON COUNTY

The County entered into a contract with Martin Marietta Materials, Inc. 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 third one-year option to renew the contract for one (1) additional year from September 7, 2022 to September 6, 2023.

ATTEST:


 Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS


 Jeff Branick, County Judge



CONTRACTOR:

Martin Marietta Materials, Inc.

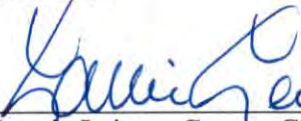
 Steven Coleman
 (Name)

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

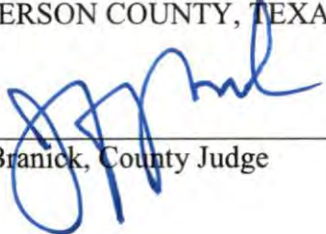
The County entered into a contract with Gulf Coast, a CRH Company for one (1) year, from September 9, 2019 to September 8, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from September 7, 2022 to September 6, 2023.

ATTEST:


Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
Gulf Coast, a CRH Company


(Name) Brian A. Miller

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

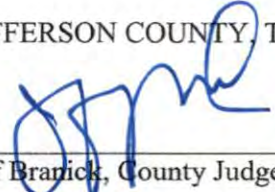
The County entered into a contract with LD Construction for one (1) year, from September 9, 2019 to September 8, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from September 7, 2022 to September 6, 2023.

ATTEST:

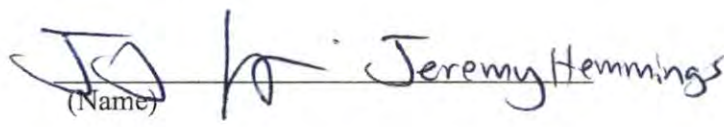
 9-13-2022
Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:
LD Construction


(Name) Jeremy Hemmings

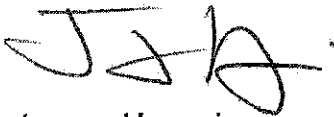
LD CONSTRUCTION**Dirt * Base * Asphalt * Concrete**

PHONE (409) 866-7267 FAX (409) 866-4447

Mistey,

LD Construction new asphalt price will be \$86.00 per ton FOB plant. This change is due to cost increases in aggregate, liquid AC, sand/man sand, burner fuel, diesel etc. Please reach out to me if you need any more information.

Respectfully,

A handwritten signature in black ink, appearing to read 'JH', with a stylized flourish at the end.

Jeremy Hemmings



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 8-2-2022

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	84.90 116.90	85.22 117.32	85.06 117.11
2	Item 302 Type PB Gr 4	84.90 116.90	85.22 117.32	85.06 117.11
3	Item 302 Type PB Gr 4S	84.90 116.90	85.22 117.32	85.06 117.11
*minimum 24 ton delivery, plus Fuel Service Charge				

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	84.42 116.27	82.02 113.12	84.74 116.69	84.42 116.27
2	Item 302 Type PB Gr 4	84.42 116.27	82.02 113.12	84.74 116.69	84.42 116.27
3	Item 302 Type PB Gr 4S	84.42 116.27	82.02 113.12	84.74 116.69	84.42 116.27
*minimum 24 ton delivery, plus Fuel Service Charge					

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 78.84	66.34 78.84	66.34 78.84
2	Item 302 Type PB Gr 4	66.34 78.84	66.34 78.84	66.34 78.84
3	Item 302 Type PB Gr 4S	66.34 78.84	66.34 78.84	66.34 78.84
		Plus Fuel Service Charge		

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 78.84	66.34 78.84	66.34 78.84	66.34 78.84
2	Item 302 Type PB Gr 4	66.34 78.84	66.34 78.84	66.34 78.84	66.34 78.84
3	Item 302 Type PB Gr 4S	66.34 78.84	66.34 78.84	66.34 78.84	66.34 78.84
		*minimum 4000 ton delivery, plus Fuel Delivery Charge			

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

		Vulcan Construction Materials LLC	
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.		Price per ton, tandem dump	Price per ton, trailer
1.	1 -10 miles	28.00 31.10	28.00 31.10
2.	11 – 20 miles	29.00 32.30	29.00 32.30
3.	21- 30 miles	30.50 34.10	30.50 34.10
4.	31 + miles	36.00 40.70	36.00 40.70

B. Hopper Pick-Up		Vulcan Construction Materials LLC	
Location		Address	Price per ton FOB truck shipping point
1. Beaumont		1399 Carroll Street	22.50 24.50
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		95.00 104.00	95.00 104.00
2. 11 - 20 miles		97.70 106.00	97.70 106.00
3. 21 - 30 miles		100.85 110.00	100.85 110.00
4. 31+ miles		103.20 113.00	103.20 113.00

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
	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
	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
	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
	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		

E-2. Item 401, Flowable Backfill, 1-1/2 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
	No Bid	92.00 112.00/cy	92.00 112.00/cy	92.00 112.00/cy	92.00 112.00/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
	No Bid	95.00 116.00/cy	95.00 116.00/cy	95.00 116.00/cy	95.00 116.00/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	101.00	101.00		
	124.00/cy	124.00/cy	124.00/cy		
G-2. Item 401, Flowable Backfill, 3 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
		101.00	101.00	101.00	101.00
	No Bid	124.00/cy	124.00/cy	124.00/cy	124.00/cy
H-1. Item 401, Flowable Backfill, 4 sack/ton	Martin Marietta Materials, Inc.				
	China Rd	Viterbo Rd	Boyt Rd		
	107.00	107.00	107.00		
	132.00/cy	132.00/cy	132.00/cy		
H-2. Item 401, Flowable Backfill, 4 sack/ton	Martin Marietta Materials, Inc.				
	Hebert	Rosedale	LaBelle	Hamshire	Hebert
		107.00	107.00	107.00	107.00
	No Bid	132.00/cy	132.00/cy	132.00/cy	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
	2. Port Neches	39.00 49.00
	3. Port Arthur	No Bid
	4. Other	No Bid
	5. Other	No Bid
B. Item 276, Plant Mix, Crushed Stone, 2 sack/ton	Martin Marietta Materials, Inc.	

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.		
Address		Price per ton FOB truck shipping point
C. Item 401, Flowable Backfill, 1-1/2 sack/ton		
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.		
Address		Price per ton FOB truck shipping point
D. Item 401, Flowable Backfill, 2 sack/ton		
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.		
Address		Price per ton FOB truck shipping point
E. Item 401, Flowable Backfill, 3 sack/ton		
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 86.50	2360 Dollinger	58.75 86.00	
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

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

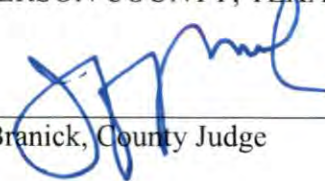
The County entered into a contract with Vulcan Construction Materials LLC for one (1) year, from September 9, 2019 to September 8, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from September 7, 2022 to September 6, 2023.

ATTEST:

 9-13-2022
Laurie Leister, County Clerk

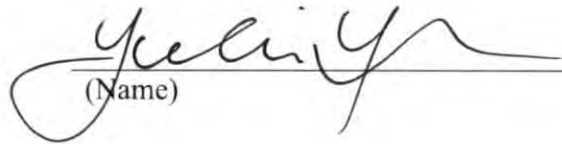
JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:

Vulcan Construction Materials LLC


(Name)



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, likely of Deborah Clark, consisting of stylized initials and a surname.

Date: September 8, 2022

Re: Disposal of Salvage Property

Consider and possibly approve disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

September 13, 2022

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
COMMISSIONER PCT. 4	HP COLOR LASERJET CP1518NI PRINTER		33646
<i>contact person: Natalie Roberts</i>			
58th DISTRICT COURT	X-RAY MACHINE		12963
<i>contact person: Vincent Sampson</i>			
136th DISTRICT COURT	CHAIR (ORANGE)		13226
136th DISTRICT COURT	CHAIR (ORANGE)		13269
136th DISTRICT COURT	EXECUTIVE CHAIR (MAROON)		
136th DISTRICT COURT	PHONE		
<i>contact person: Dana Marshburn</i>			
PUBLIC HEALTH I	BROTHER FAX MACHINE	U63274D0U791396	
PUBLIC HEALTH I	AURORA PAPER SHREDDER		
PUBLIC HEALTH I	PAPER SHREDDER		
PUBLIC HEALTH I	BUSINESS CLASS FAX MACHINE	U61639H8J664500	
<i>contact person: Crystal Jenkins</i>			
SHERIFF	TASER X26	X00-503948	
SHERIFF	TASER X26	X00-602696	
SHERIFF	TASER X26	X00-345373	
SHERIFF	TASER X26	X00-251421	
SHERIFF	MAG LITE FLASHLIGHT	3256876	
SHERIFF	MAG LITE FLASHLIGHT	31615357	
SHERIFF	MAG LITE FLASHLIGHT	32679516	
SHERIFF	MAG LITE FLASHLIGHT	31785382	
SHERIFF	MAG LITE FLASHLIGHT	32462930	
SHERIFF	MAG LITE FLASHLIGHT	R33025313	
SHERIFF	SQUARE HANDCUFF	78844	
<i>contact person: Charlie Chance</i>			

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

September 13, 2022

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
TREASURER	BLACK OFFICE CHAIR		
TREASURER	GREY OFFICE CHAIR	11692	
contact person: Joleen Fregia			

Approved by Commissioners' Court: _____



DISPUTE RESOLUTION CENTER OF JEFFERSON COUNTY

Jefferson County Courthouse-Annex 1 ♦ 215 Franklin, Ste 131A, Beaumont, TX 77701
Phone: (409) 835-8747 ♦ Fax: (409) 784-5811 ♦ Website: www.co.jefferson.tx.us

Date: September 1, 2022
To: Fran Lee, Auditor's Office
Re: Dispute Resolution Center - Request to Transfer Funds

Hi Fran,

The Dispute Resolution Center is requesting the following funds be transferred to cover the increased cost of needed office supplies:

- \$200.00 be moved from Account #120-2060-412.40-52 (Postage) to Account #120-2060-412.30-78 (Office Supplies)
- \$450.00 be moved from Account #120-2060-412.50-01 (Advertising) to Account #120-2060-412.30-78 (Office Supplies)

The DRC is requesting the following funds be transferred to purchase needed chairs for the DRC:

- \$978.00 be moved from Account #120-2060-412.50-62 (Travel Expenses) to Account #120-2060-412.30-84 (Minor Equipment)
- \$158.00 be moved from Account #120-2060-412.50-05 (Mileage) to Account #120-2060-412.30-84 (Minor Equipment)

All items the DRC intends to purchase are guaranteed to arrive before the end of the month.

Please let me know if you have any questions. Thank you so much for your help with this.

Sincerely,

A large, elegant handwritten signature in cursive script that reads "Kara Hawthorn".

Kara Hawthorn
Executive Director

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

Date: August 18, 2022
To: Commissioners Court, Constables and Sheriff
From: Patrick Swain, County Auditor
Re: Sheriff and Constables Fees

Under Section 118.131 of the Local Government Code, the Commissioners Court must set the Sheriffs' and Constables' Fees before October 1st of each year to be effective January 1st of the following year.

Attached is a copy of the fees for 2022 and the fees for comparable counties. I have also included feed back from Constable Pollard regarding changes to the current fee schedule. Please review this information and recommend any additional changes you feel necessary. Please call me at (409)835-8500 if you have any questions.

NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS EFFECTIVE January 1, 2022

On the 14th day of September 2021, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of Sheriff and Constables of Jefferson County, TX to become effective January 1, 2022

<u>County and District Courts</u>	<u>Service Fee</u>
Bill of Review	\$75.00
Citations – All types	\$75.00
Constable's Deed of Sale (All Courts)	\$100.00
Ex-Parte Protective Order	\$75.00
Notice By Publication	\$75.00
Notice of An Application for A Protective Order	\$75.00
Notice of Garnishment	\$75.00
Notice of Hearing	\$75.00
Notice of Substitute Trustee Sale	\$75.00
Notice to Show Cause	\$75.00
Notice to Take Deposition (Oral/Written)	\$75.00
Notice/Precept to Serve	\$75.00
Posting Written Notice– All types	\$75.00
Precept to Serve/Ex Parte Order	\$75.00
Protective Order	\$75.00
Subpoena/Summons	\$75.00
Tax Warrant	\$75.00
Temporary Ex Parte Protective Order	\$100.00
Turnover Order (All Courts)	\$ 100.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Attachment (All Courts)	\$150.00
Writ of Certiorari (All Courts)	\$125.00
Writ of Execution * Commissions: 10% w/sale(No Maximum) 5% without sale(No Max)	\$175 maximum 2 hours per deputy * \$ 50.00 per hour after 2 hours
Writ of Garnishment (All Courts)	\$150.00
Writ of Habeas Corpus (All Courts)	\$150.00
Writ of Injunction	\$125.00
Writ of Possession	\$ 150.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Possession/(non-eviction) Personal Property	\$150.00
Writ of Re-Entry (All Courts)	\$150.00
Writ of Sequestration (All Courts)	\$200.00
Writ of Temporary Injunction/Restraining Order	\$125.00
Writ of Turnover Order	\$ 100.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Order of Sale (All Courts) *	\$175.00 *
Commissions: 10% with sale (no maximum) 5% without sale (no maximum)	
Order of Sale/Tax	\$175.00
Without Order	
Commissions: 6% plus all cost 6% without order (no maximum)	
<u>Justice of the Peace Courts</u>	
Eviction Citation (Forcible Entry/Detainer)	\$75.00
Justice Court Citation	\$75.00
Justice Court Subpoena	\$75.00
Magistrate Emergency Protective Order	\$75.00
Notice	\$75.00
Certified Mail	\$75.00
Order of Property Retrieval	\$150.00
Summons/Subpoenas	\$75.00
Writ of Assistance for Repossession of Aircraft	\$ 150.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Attachment	\$150.00
Writ of Execution	\$175 maximum 2 hours per deputy *
* Commissions: 10% with sale (no maximum) 5% without sale (no maximum)	\$ 50.00 per hour after 2 hours
Writ of Sequestration	\$200.00
Writ of Possession	\$ 150.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Writ of Possession/(non-eviction) Personal Property	\$150.00
Writ of Sequestration	\$200.00
Writ of Re-entry	\$150.00
Certified Mail (Postage)	\$75.00
Notice of Substituted Trustee Sale	\$75.00
Turn Over Order	\$ 100.00 maximum 2 hours per deputy \$ 50.00 per hour after 2 hours
Commission to take Oral Deposition	\$75.00
<u>Warrants</u>	
Criminal Subpoena	\$5.00
Warrant -AFRS	\$50.00
Warrant for Arrest	\$50.00
Capias Pro Fine	\$60.00
Warrants (All Courts)	\$50.00
Distress Warrants	\$150.00
ALL OTHER WRITS NOT SPECIFICALLY LISTED	\$125.00

* With plaintiff to withhold or release levy, withhold collection, cancel or recall writ without Constable completing collection of judgment costs (except Tax Foreclosure Order of Sale) \$500

Type of Item	County Comparison Service Fees					
	Jefferson County <u>Fee Amount</u>	Galveston County <u>Fee Amount</u>	Brazoria County <u>Fee Amount</u>	Bell County <u>Fee Amount</u>	Williamson County <u>Fee Amount</u>	Lubbock County <u>Fee Amount</u>
County and District Courts:						
Citation	75.00	70.00	75.00	80.00	70.00	80.00
Citation by Publication	75.00	70.00	75.00	80.00	70.00	80.00
Injunction	125.00	100.00	175.00	125.00	150.00	175.00
Notice	75.00	75.00	75.00	70.00	150.00	65.00
Notice by Publication	75.00	75.00	75.00	75.00	150.00	N/A
Notice to Take Disposition	75.00	75.00	75.00	70.00	150.00	65.00
Postings (Citation)	75.00	75.00	75.00	70.00	70.00	65.00
Postings (Probate)	75.00	75.00	75.00	70.00	70.00	65.00
Postings (Notice of Sale)	75.00	75.00	75.00	70.00	70.00	65.00
Precept to Serve	75.00	80.00	75.00	70.00	150.00	80.00
Subpoena	75.00	75.00	75.00	80.00	70.00	80.00
Summons	75.00	75.00	75.00	80.00	70.00	80.00
Temporary Restraining Order	125.00	100.00	125.00	100.00	150.00	200.00
Temporary Protective Order	100.00	100.00	75.00	100.00	N/A	200.00
Writ of Attachment	150.00	150.00	175.00	250.00	150.00	200.00
Writ of Execution	175.00	150.00	175.00	250.00	150.00	200.00
Writ of Garnishment	150.00	150.00	175.00	150.00	150.00	200.00
Writ of Habeus Corpus	150.00	100.00	175.00	150.00	150.00	200.00
Writ Order of Sale	175.00	150.00	175.00	150.00	150.00	200.00
Writ of Possession (Eviction)	*150.00	200.00	175.00	150.00	150.00	200.00
*(Maximum of two hours, \$50.00 per deputy per hour after two hours)						
Distress Warrant	150.00	125.00	150.00	100.00	150.00	
Writ of Possession	150.00	200.00	175.00	150.00	150.00	200.00
Writ of Restoration	150.00	150.00	175.00	150.00	150.00	200.00
Writ of Sequestration	200.00	200.00	175.00	150.00	150.00	200.00

Source:<https://mycpa.cpa.state.tx.us/sacf/>

Type of Item	County Comparison Service Fees					
	Jefferson County <u>Fee Amount</u>	Galveston County <u>Fee Amount</u>	Brazoria County <u>Fee Amount</u>	Bell County <u>Fee Amount</u>	Williamson County <u>Fee Amount</u>	Lubbock County <u>Fee Amount</u>
Justice of the Peace Courts:						
Justice Court Citation	75.00	75.00	75.00	80.00	70.00	80.00
Small Claims Citation	75.00	75.00	75.00	80.00	70.00	80.00
Forcible Detainer	75.00	75.00	75.00	100.00	70.00	80.00
Notice	75.00	75.00	75.00	70.00	70.00	65.00
Subpoena	75.00	75.00	75.00	80.00	70.00	80.00
Writ of Attachment	150.00	150.00	175.00	250.00	150.00	200.00
Writ of Execution	175.00	150.00	175.00	250.00	150.00	200.00
Writ Order of Sale	175.00	150.00	175.00	150.00	150.00	200.00
Writ of Possession (Eviction)	*150.00	200.00	175.00	150.00	150.00	200.00
*(Maximum of two hours, \$50.00 per deputy per hour after two hours)						
Distress Warrant	150.00	125.00	150.00	100.00	150.00	
Writ of Possession	150.00	200.00	175.00	150.00	150.00	200.00
Writ of Restoration	150.00	150.00	175.00	150.00	150.00	200.00
Writ of Sequestration	200.00	200.00	175.00	150.00	150.00	200.00
Writ of Re-Entry	150.00	150.00	175.00	150.00	150.00	200.00
Population-2020 Census	254,340	332,885	360,677	348,574	547,604	304,808

Source:<https://mycpa.cpa.state.tx.us/sacf/>

Fw: 2023 Fee List

Fran Lee <Fran.Lee@jeffcotx.us>

Tue 8/2/2022 8:16 AM

To: Patrick Swain <Patrick.Swain@jeffcotx.us>

Here is some input for Constable fees.

Fran Lee, CPA
First Assistant County Auditor
Jefferson County, Texas
1149 Pearl Street 7th Floor
Beaumont, Tx 77701
Phone (409) 835-8500
Fax (409) 839-2369

Please note new email address: fran.lee@jeffcotx.us

From: Kristin Thibeaux <kthibeaux@co.jefferson.tx.us>

Sent: Tuesday, August 2, 2022 8:12 AM

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

Cc: 'Fran Lee' <flee@co.jefferson.tx.us>

Subject: FW: 2023 Fee List

Good Morning,

I just returned back from leave. I had sent this out to the clerks before leaving and I wasn't sure what happened after so I was just forwarding to you in case they hadn't sent it in.

If it's already been submitted then disregard this email.

Have a great day ☺

Kristin Thibeaux

Chief Clerk

Jefferson County Constable Precinct 1

Constable Pollard
1085 Pearl Street, Suite 103
Beaumont TX 77701
(409) 835-8450
Fax (409) 839-2350



From: Kristin Thibeaux [mailto:kthibeaux@co.jefferson.tx.us]

Sent: Friday, July 8, 2022 2:17 PM

To: 'Linda.Cormier@jeffcotx.us' <Linda.Cormier@jeffcotx.us>; 'Lillian.Picou@jeffcotx.us' <Lillian.Picou@jeffcotx.us>; 'Samantha.Redeaux@jeffcotx.us' <Samantha.Redeaux@jeffcotx.us>; 'Martha.Barragan@jeffcotx.us' <Martha.Barragan@jeffcotx.us>; 'Jennifer.Vogel@jeffcotx.us' <Jennifer.Vogel@jeffcotx.us>; 'Jane.Briscoe@jeffcotx.us' <Jane.Briscoe@jeffcotx.us>
Cc: 'Jevonne.Pollard@jeffcotx.us' <Jevonne.Pollard@jeffcotx.us>; 'Christopher.Bates@jeffcotx.us' <Christopher.Bates@jeffcotx.us>; 'Bryan.Werner@jeffcotx.us' <Bryan.Werner@jeffcotx.us>; 'Joeseph.Stevenson@jeffcotx.us' <Joeseph.Stevenson@jeffcotx.us>; 'jccp6@co.jefferson.tx.us' <jccp6@co.jefferson.tx.us>; 'Robert.Adams@jeffcotx.us' <Robert.Adams@jeffcotx.us>; 'Gene.Winston@jeffcotx.us' <Gene.Winston@jeffcotx.us>; 'jcp8@co.jefferson.tx.us' <jcp8@co.jefferson.tx.us>
Subject: 2023 Fee List

Good afternoon,

Here is the new proposed fee list. Please look over and let us know if any adjustments need to be made before officially sending to commissioners court for review.

IN THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS

NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS EFFECTIVE

January 1, 2023

On the _____ day of September 2022, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of the Sheriff and Constables of Jefferson County, TX to become effective January 1, 2023.

2022 FEES

PROPOSED FEE CHANGES
NEW RATES FOR 2023**County and District Courts****Service Fee**

Bill of Review	\$ 75.00
Citation Scire Facias	\$ 75.00
Notice of Hearing	\$ 75.00
Citations All Types	\$ 75.00
Citations by Certified Mail	\$ 75.00
Citations by Publication	\$ 75.00
Constable's Deed of Sale (All Courts)	\$ 100.00
Ex-Parte Protective Order	\$ 75.00
Notice By Publication	\$ 75.00
Notice of An Application for A Protective Order	\$ 75.00
Notice of Garnishment	\$ 75.00
Notice of Hearing	\$ 75.00
Notice of Substitute Trustee Sale	\$ 75.00
Notice to Show Cause	\$ 75.00
Notice to Take Deposition (Oral/Written)	\$ 75.00
Notice/Precept to Serve	\$ 75.00
Writ of Property Retrieval	\$ 150.00
	\$ 50.00
Postings Written Notice (All Types)	\$ 75.00
Precept to Serve/Ex Parte Order	\$ 75.00
Protective Order	\$ 75.00
Subpoena	\$ 75.00
Summons	\$ 75.00
Tax Warrant	\$ 75.00
Temporary Ex Parte Protective Order	\$ 100.00
Turnover Order (All Courts)	\$ 100.00
Writ of Attachment (All Courts)	\$ 150.00
Writ of Certiorari (All Courts)	\$ 125.00
Writ of Execution ** Commissions: 10% w/sale(No Maximum), 5% without sale(No Ma	\$ 175.00
	\$ 150.00
Writ of Garnishment (All Courts)	\$ 150.00
Writ of Habeas Corpus (All Courts)	\$ 150.00
Writ of Injunction	\$ 100.00
Writ of Possession (Eviction)	\$ 150.00
	\$ 50.00
Writ of Possession/(non-eviction) Personal Property	\$ 150.00
Writ of Re-Entry (All Courts)	\$ 150.00
Writ of Sequestration (All Courts)	\$ 200.00

\$175.00 For a maximum of 2 hours
per hour after 2 hours

\$ 175.00
\$ 175.00
10% Commission **
without sale (No Max)

For a maximum of 2 hours
per hour after 2 hours
\$ 175.00
\$ 175.00

Writ of Temporary Injunction	\$ 100.00	\$ 175.00
Writ of Temporary Restraining Order	\$ 125.00	\$ 175.00
Writ of Turnover Order	\$ 100.00	\$ 175.00
Writ of Order of Sale (All Courts)	\$ 175.00	
Order of Sale/Tax	\$ 175.00	
Without Order		
** Commissions: 6% plus all cost		10% Commission
6% without order (no maximum)		10% Commission
Justice of the Peace Courts		
Eviction Citation (Forcible Entry/Detainer)	\$ 75.00	
Justice Court Citation	\$ 75.00	
Justice Court Subpoena	\$ 75.00	
Magistrate Emergency Protective Order	\$ 75.00	
Notice	\$ 75.00	
Certified Mail (Postage)	\$ 75.00	
Summons	\$ 75.00	
Subpoenas	\$ 75.00	
Writ of Assistance for Repossession of Aircraft	\$ 150.00	\$175.00 maximum 20 hours per deputy
	\$ 50.00	per hour after 2 hours
Writ of Attachment	\$ 150.00	\$ 175.00
Writ of Execution	\$ 175.00	
** Commissions: 10% with sale (no maximum)		**
5% without sale (no maximum)		10% Commission
Order of Sale	\$ 175.00	
** Commissions: 10% with sale (no maximum)		**
5% without sale (no maximum)		10% Commission
Writ of Retrieval	\$ 150.00	\$175.00 maximum 20 hours per deputy
	\$ 50.00	per hour after 2 hours
Writ of Sequestration	\$ 200.00	
Writ of Possession (Eviction)	\$ 150.00	For a maximum of 2 hours
	\$ 50.00	per deputy per hour after 2 hours
Writ of Possession/(non-eviction) Personal Property	\$ 150.00	\$ 175.00
Writ of Sequestration	\$ 200.00	
Certified Mail (Each Mail Out on Writ of Executions and Order of Sales)	\$ 15.00	
Notice of Substituted Trustee Sale	\$ 100.00	maximum 2 hours per deputy
	\$ 50.00	per hour after 2 hours
Turn Over Order	\$ 100.00	
Commission to take Oral Deposition	\$ 75.00	
Warrants		
Criminal Subpoena	\$ 5.00	
Warrant -AFRS	\$ 50.00	
Warrant for Arrest	\$ 50.00	
Capias Pro Fine	\$ 60.00	
Warrants (All Courts)	\$ 50.00	
Distress Warrants	\$ 150.00	
ALL OTHER WRITS NOT SPECIFICALLY LISTED	\$ 125.00	\$ 175.00

Warrant Fees
can only be
changed by
Texas
Comptroller or
Legislature

** With plaintiff direction to withhold or release levy, withhold collection, cancel or recall writ without Constable Completing collection of judgment and costs (except Tax Foreclosure Order of Sale) ** CANCELLATION FEE \$500.00.

PGM: GMCOMMV2	DATE 09-13-2022	AMOUNT	CHECK NO.	PAGE: 1 37 TOTAL
NAME				
JURY FUND				
DAWN DONUTS	61.50	498772		
CHAPMAN VENDING	26.85	498802		
ODP BUSINESS SOLUTIONS, LLC	53.31	498812		141.66**
ROAD & BRIDGE PCT.#1				
SPIDLE & SPIDLE	6,985.38	498629		
RB EVERETT & COMPANY, INC.	95.00	498645		
M&D SUPPLY	166.91	498665		
SMART'S TRUCK & TRAILER, INC.	103.51	498681		
S.E. TEXAS BUILDING SERVICE	325.00	498683		
SOUTHEAST TEXAS WATER	7.00	498684		
ROLLINS TRUCK & TRAILER REPAIR	3,295.75	498700		
UNITED STATES POSTAL SERVICE	.57	498716		
B-GREENER INDUSTRIAL CLEANERS LLC	2,724.87	498749		
ADVANCE AUTO PARTS	138.46	498762		
MARTIN MARIETTA MATERIALS	246.00	498771		
GULF COAST	3,707.10	498793		
MUNRO'S UNIFORM SERVICES, LLC	28.10	498814		17,823.65**
ROAD & BRIDGE PCT.#2				
CITY OF NEDERLAND	67.87	498639		
ENTERGY	21.91	498653		
BUMPER TO BUMPER	736.64	498734		
B-GREENER INDUSTRIAL CLEANERS LLC	1,313.75	498749		
FRED MILLER'S OUTDOOR EQUIPMENT LLC	75.95	498768		
GULF COAST	478.80	498793		2,694.92**
ROAD & BRIDGE PCT. # 3				
ENTERGY	438.36	498653		
W. JEFFERSON COUNTY M.W.D.	30.56	498696		468.92**
ROAD & BRIDGE PCT.#4				
ABLE FASTENER, INC.	579.18	498624		
SPIDLE & SPIDLE	7,329.28	498629		
ENTERGY	17.65	498653		
W. JEFFERSON COUNTY M.W.D.	71.41	498696		
UNITED STATES POSTAL SERVICE	.98	498716		
O'REILLY AUTO PARTS	37.98	498784		
ODP BUSINESS SOLUTIONS, LLC	91.50	498812		
MUNRO'S UNIFORM SERVICES, LLC	90.78	498814		
TEXAS DEPARTMENT OF AGRICULTURE	13.69	498824		8,232.45**
PARKS & RECREATION				
CITY OF PORT ARTHUR - WATER DEPT.	82.66	498638		
ENTERGY	56.92	498653		
W. JEFFERSON COUNTY M.W.D.	57.54	498696		
THE SHOP	531.25	498822		728.37**
GENERAL FUND				
TAX OFFICE				
AT&T	121.62	498687		
UNITED STATES POSTAL SERVICE	370.08	498716		
UNITED STATES POSTAL SERVICE	25.53	498717		517.23*
COUNTY HUMAN RESOURCES				
UNITED STATES POSTAL SERVICE	.49	498716		.49*
AUDITOR'S OFFICE				
SOUTHEAST TEXAS WATER	34.95	498685		
UNITED STATES POSTAL SERVICE	15.13	498716		50.08*
COUNTY CLERK				

PGM: GMCOMMV2	DATE 09-13-2022	PAGE: 2 38
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	224.24	498716
UNITED STATES POSTAL SERVICE	51.66	498717
COUNTY JUDGE		275.90*
CAYLA CALAMIA	1,400.00	498636
UNITED STATES POSTAL SERVICE	1.63	498716
JOSHUA C HEINZ	500.00	498756
JAMES M BLACK	500.00	498785
NANCY HART HOFFMAN	1,000.00	498820
RISK MANAGEMENT		3,401.63*
UNITED STATES POSTAL SERVICE	4.88	498716
COUNTY TREASURER		4.88*
CDW COMPUTER CENTERS, INC.	583.81	498704
UNITED STATES POSTAL SERVICE	278.07	498716
ODP BUSINESS SOLUTIONS, LLC	159.99	498812
PRINTING DEPARTMENT		1,021.87*
BOSWORTH PAPERS	484.10	498800
PURCHASING DEPARTMENT		484.10*
THE EXAMINER	866.25	498646
STATE COMPTROLLER OF PUBLIC ACCOUNT	375.00	498689
UNITED STATES POSTAL SERVICE	7.27	498716
GENERAL SERVICES		1,248.52*
JEFFERSON CTY. TAX DEPARTMENT	100.00	498659
JEFFERSON CTY. APPRAISAL DISTRICT	238,390.52	498662
CASH ADVANCE ACCOUNT	25.00	498663
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	498690
INTERFACE EAP, INC	1,316.25	498699
ADVANCED STAFFING	97.50	498701
VERIZON WIRELESS	265.93	498713
SAM'S CLUB DIRECT	141.63	498757
CHARTER COMMUNICATIONS	2,442.76	498808
DATA PROCESSING		245,479.59*
DELL MARKETING L.P.	45,653.87	498641
FED EX	59.41	498650
CDW COMPUTER CENTERS, INC.	331.12	498704
SKYHELM LLC	3,660.00	498780
ODP BUSINESS SOLUTIONS, LLC	862.49	498812
VOTERS REGISTRATION DEPT		50,566.89*
UNITED STATES POSTAL SERVICE	335.82	498716
DISTRICT ATTORNEY		335.82*
JEFFERSON CTY. BAR ASSOCIATION	3,350.00	498660
UNITED STATES POSTAL SERVICE	123.34	498716
TRANSUNION RISK AND ALTERNATIVE	162.00	498767
CAMEO / SABINE NECHES TRAVEL	522.21	498815
DISTRICT CLERK		4,157.55*
UNITED STATES POSTAL SERVICE	357.92	498716
CHAPMAN VENDING	234.65	498802
ODP BUSINESS SOLUTIONS, LLC	330.97	498812
CRIMINAL DISTRICT COURT		923.54*
DAVID GROVE	8,750.00	498630
THOMAS J. BURBANK PC	29,345.20	498635
DONALD W. DUESLER & ASSOC.	8,750.00	498642

PGM: GMCOMMV2	DATE	PAGE: 3	
	09-13-2022	39	
NAME	AMOUNT	CHECK NO.	TOTAL
MARSHA NORMAND	8,750.00	498668	
WENDELL RADFORD	2,600.00	498672	
KEVIN PAULA SEKALY PC	10,800.59	498677	
BRUCE N. SMITH	1,715.00	498682	
KEVIN S. LAINE	4,375.00	498702	
LANGSTON ADAMS	4,600.00	498726	
LAURIE PEROZZO	4,200.00	498745	
JASON ROBERT NICKS	800.00	498747	
MATUSKA LAW FIRM	1,700.00	498765	
THE SAMUEL FIRM, PLLC	800.00	498788	
ODP BUSINESS SOLUTIONS, LLC	17.21	498812	83,203.00*
58TH DISTRICT COURT			
SOUTHWEST BUILDING SYSTEMS	3,236.00	498686	
ODP BUSINESS SOLUTIONS, LLC	97.96	498812	3,333.96*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	5.89	498716	5.89*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	13.80	498716	
THOMSON REUTERS-WEST	48.54	498764	62.34*
252ND DISTRICT COURT			
TODD W LEBLANC	800.00	498626	
MIKE VAN ZANDT	8,750.00	498695	
KEVIN S. LAINE	4,375.00	498702	
CHARLES ROJAS	8,750.00	498706	
UNITED STATES POSTAL SERVICE	.49	498716	
LANGSTON ADAMS	600.00	498726	
ALLEN PARKER	8,750.00	498748	
BRITTANIE HOLMES	8,750.00	498758	
WILLIAM MARCUS WILKERSON	900.00	498759	41,675.49*
279TH DISTRICT COURT			
DONEANE E. BECKCOM	110.00	498722	
JOEL WEBB VAZQUEZ	440.00	498733	
TONYA CONNELL TOUPS	495.00	498743	
BRITTANIE HOLMES	1,100.00	498758	
MATUSKA LAW FIRM	660.00	498765	
SHELANDER LAW OFFICE	385.00	498803	3,190.00*
317TH DISTRICT COURT			
PHILLIP DOWDEN	325.00	498632	
A. MARK FAGGARD	325.00	498647	
ANITA F. PROVO	700.00	498671	
LANGSTON ADAMS	325.00	498726	
ALLEN PARKER	300.00	498748	1,975.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	48.03	498716	
THOMSON REUTERS-WEST	129.50	498764	177.53*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	52.50	498716	52.50*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	48.23	498716	
ODP BUSINESS SOLUTIONS, LLC	121.16	498812	169.39*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	196.11	498717	196.11*
COUNTY COURT AT LAW NO.1			

PGM: GMCOMMV2	DATE 09-13-2022		PAGE: 4
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	4.91	498716	4.91*
COUNTY COURT AT LAW NO. 2			
BRUCE W. COBB	250.00	498640	
UNITED STATES POSTAL SERVICE	26.02	498716	
LANGSTON ADAMS	300.00	498726	
THE SAMUEL FIRM, PLLC	300.00	498788	876.02*
COUNTY COURT AT LAW NO. 3			
TEXAS ASSOC OF COUNTY COURT A LAW	35.00	498625	
JACK LAWRENCE	250.00	498631	
THOMAS J. BURBANK PC	500.00	498635	
MARVA PROVO	500.00	498670	
STATE BAR OF TEXAS - JUDICIAL SEC.	30.00	498688	
UNITED STATES POSTAL SERVICE	20.62	498716	
CLINT WOODS	85.00	498729	
MATUSKA LAW FIRM	600.00	498765	
THE SAMUEL FIRM, PLLC	250.00	498788	2,270.62*
COURT MASTER			
RICHARD D HUGHES ATTORNEY AT LAW	1,400.00	498799	1,400.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	4.42	498716	
KARA HAWTHORN	179.88	498751	
AMANDA TRIM	19.95	498775	
PAMELA MCGEE	23.31	498807	227.56*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	275.00	498644	
FED EX	15.82	498649	
KIRKSEY'S SPRINT PRINTING	49.90	498664	
SAM'S WESTERN WEAR, INC.	460.29	498675	
AT&T	38.01	498687	
UNITED STATES POSTAL SERVICE	1,879.59	498716	
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	498723	
COASTAL BUSINESS FORMS	738.50	498763	
GALLS LLC	1,836.00	498769	
TND WORKWEAR CO LLC	118.00	498776	
AUSTIN FREEMAN	100.00	498805	
ODP BUSINESS SOLUTIONS, LLC	1,563.97	498812	7,110.03*
CRIME LABORATORY			
ALLOMETRICS INC.	195.00	498628	
W.W. GRAINGER, INC.	155.17	498652	
THERMAL SCIENTIFIC, INC.	238.30	498691	
ULINE SHIPPING SUPPLY SPECIALI	316.37	498693	
VERIZON WIRELESS	37.99	498712	
ADA V. CHRISTY, CSR	110.00	498728	
CLEAN HARBORS ENVIRONMENTAL SERVICE	94.24	498731	
ODP BUSINESS SOLUTIONS, LLC	71.46	498812	1,218.53*
JAIL - NO. 2			
BOB BARKER CO., INC.	722.30	498633	
W.W. GRAINGER, INC.	59.60	498652	
ENTERGY	42,759.34	498653	
JACK BROOKS REGIONAL AIRPORT	950.26	498661	
KIRKSEY'S SPRINT PRINTING	24.95	498664	
LOWE'S HOME CENTERS, INC.	2,001.89	498725	
WORLD FUEL SERVICES	2,613.38	498746	
INDUSTRIAL & COMMERCIAL MECHANICAL	5,400.00	498754	
EPIC CARD SERVICES LLC	1,434.20	498755	
THOMSON REUTERS-WEST	2,210.00	498764	
WASTEWATER TRANSPORT SERVICES LLC	2,297.22	498766	
GALLS LLC	4,236.81	498769	
CINTAS CORPORATION	1,673.31	498774	

PGM: GMCOMMV2	DATE 09-13-2022	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
ODP BUSINESS SOLUTIONS, LLC	904.54	498812
PREMIER PORTABLE BUILDINGS	5,020.00	498823
JUVENILE PROBATION DEPT.		70,307.80*
WILLIE DAVIS	183.13	498627
UNITED STATES POSTAL SERVICE	5.07	498716
SUMMER HERRINGTON	303.75	498727
LYNN BIERHALTER	137.50	498739
ROXANA MITCHELL	412.50	498770
SHERONDA LEE	151.88	498779
EDWIN JAY FRANK	160.63	498781
TRISH DAVIS	195.63	498787
BRENDA WOOD	150.00	498798
TY-JUNEA JONES	26.25	498804
NICOLE BONSALE	110.00	498825
JUVENILE DETENTION HOME		1,836.34*
EPS	240.00	498643
ENTERGY	6,315.48	498653
AT&T	720.05	498687
BEN E KEITH COMPANY	2,914.26	498732
A1 FILTER SERVICE COMPANY	183.79	498753
BIG THICKET PLUMBING INC	160.00	498782
FLOWERS BAKING COMPANY OF HOUSTON	58.68	498817
CONSTABLE PCT 1		10,592.26*
UNITED STATES POSTAL SERVICE	84.19	498716
CONSTABLE-PCT 4		84.19*
MCNEILL INSURANCE AGENCY	71.00	498666
CONSTABLE-PCT 6		71.00*
UNITED STATES POSTAL SERVICE	14.44	498716
THOMSON REUTERS-WEST	201.00	498764
CONSTABLE PCT. 7		215.44*
US POSTAL SERVICE	110.00	498721
AGRICULTURE EXTENSION SVC		110.00*
M&D SUPPLY	8.35	498665
DAVID OATES	50.00	498773
CORENA N FITZGERALD	19.13	498791
HEALTH AND WELFARE NO. 1		77.48*
BROUSSARD'S MORTUARY	1,500.00	498634
MCKESSON MEDICAL-SURGICAL INC	2,184.60	498705
UNITED STATES POSTAL SERVICE	57.91	498716
NUANCE COMMUNICATIONS, INC	118.50	498790
EZEAL D EDE MD	2,932.58	498796
ODP BUSINESS SOLUTIONS, LLC	1,007.15	498812
HEALTH AND WELFARE NO. 2		7,800.74*
ENTERGY	70.00	498655
MCKESSON MEDICAL-SURGICAL INC	2,184.60	498705
UNITED STATES POSTAL SERVICE	342.06	498717
NUANCE COMMUNICATIONS, INC	118.50	498790
EZEAL D EDE MD	2,932.58	498796
CHILD WELFARE UNIT		5,647.74*
BEAUMONT OCCUPATIONAL SERVICE, INC.	199.00	498723
J.C. PENNEY'S	877.54	498724
ROSS DRESS FOR LESS, INC.	3,557.00	498740
ENVIRONMENTAL CONTROL		4,633.54*

PGM: GMCOMMV2	DATE 09-13-2022	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
JACKSON-HIRSH, INC.	142.91	498658
ODP BUSINESS SOLUTIONS, LLC	384.20	498812
		527.11*
MAINTENANCE-BEAUMONT		
W.W. GRAINGER, INC.	1,171.65	498652
M&D SUPPLY	667.02	498665
RITTER @ HOME	265.46	498674
ACE IMAGEWEAR	208.40	498679
SHERWIN-WILLIAMS	355.88	498680
AT&T	1,156.44	498687
AT&T GLOBAL SERVICES	239.75	498730
CENTERPOINT ENERGY RESOURCES CORP	499.01	498735
BADGER DAYLIGHTING CORP	1,739.90	498813
MCCOWN PAINT & SUPPLY	1,788.71	498821
		8,092.22*
MAINTENANCE-PORT ARTHUR		
CITY OF PORT ARTHUR - WATER DEPT.	687.75	498638
FAST SIGNS, INC.	60.60	498648
NOACK LOCKSMITH	9.00	498667
SANITARY SUPPLY, INC.	1,238.88	498676
S.E. TEXAS BUILDING SERVICE	8,274.98	498683
COASTAL SPRINKLER COMPANY	350.00	498703
PETE & HAROLD'S AUTO CLINIC, INC.	7.00	498718
FRED MILLER'S OUTDOOR EQUIPMENT LLC	34.95	498768
		10,663.16*
MAINTENANCE-MID COUNTY		
CITY OF NEDERLAND	42.80	498639
ENTERGY	643.67	498653
ACE IMAGEWEAR	37.22	498679
AT&T	724.18	498687
W. JEFFERSON COUNTY M.W.D.	52.22	498696
CHARTER COMMUNICATIONS	49.83	498810
		1,549.92*
SERVICE CENTER		
SPIDLE & SPIDLE	24,078.33	498629
HI-LINE	203.75	498656
J.K. CHEVROLET CO.	101.28	498657
PHILPOTT MOTORS, INC.	11,401.19	498669
JEFFERSON CTY. TAX OFFICE	24.25	498707
JEFFERSON CTY. TAX OFFICE	7.50	498708
JEFFERSON CTY. TAX OFFICE	7.50	498709
JEFFERSON CTY. TAX OFFICE	7.50	498710
JEFFERSON CTY. TAX OFFICE	7.50	498711
STEVE MORGAN	152.33	498719
BUMPER TO BUMPER	1,123.18	498734
AIRPORT GULF TOWING LLC	125.00	498737
MIGHTY OF SOUTHEAST TEXAS	2,299.90	498752
ADVANCE AUTO PARTS	1,772.81	498762
THE GOODYEAR TIRE & RUBBER COMPANY	3,814.05	498783
MUNRO'S UNIFORM SERVICES, LLC	325.61	498814
		45,451.68*
		623,277.59**
MOSQUITO CONTROL FUND		
CITY OF NEDERLAND	41.43	498639
FISHER SCIENTIFIC	860.22	498651
JACK BROOKS REGIONAL AIRPORT	874.66	498661
SETZER HARDWARE, INC.	52.19	498678
AT&T	36.54	498687
UNITED PARCEL SERVICE	22.38	498694
ATTABOY TERMITE & PEST CONTROL	25.00	498744
PRO PEST AND LAWN STORE	13,230.00	498777
O'REILLY AUTO PARTS	24.86	498784
CHARTER COMMUNICATIONS	72.67	498809
ODP BUSINESS SOLUTIONS, LLC	75.64	498812
MUNRO'S UNIFORM SERVICES, LLC	71.94	498814
AERO PERFORMANCE	619.36	498816
		16,006.89**
LATERAL ROADS -PRECINCT 1		

PGM: GMCOMMV2	DATE 09-13-2022	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
RB EVERETT & COMPANY, INC.	14,630.00	498645 14,630.00**
J.C. FAMILY TREATMENT		
MARY BEVIL	1,168.00	498795 1,168.00**
ENVIRONMENTAL GRANTS/H2O		
DELL MARKETING L.P.	1,550.16	498641
ANGELA CARAWAY	401.77	498819 1,951.93**
COMMUNITY SUPERVISION FND		
UNITED STATES POSTAL SERVICE	127.88	498716
UNITED STATES POSTAL SERVICE	200.43	498717
REDWOOD TOXICOLOGY LABORATORY, INC	11,895.00	498742
JCCSC	150.00	498750 12,373.31**
DWI PRETRIAL DIVERSION		
ODP BUSINESS SOLUTIONS, LLC	877.06	498812 877.06**
MISDEMEANOR PRE-TRIAL		
ODP BUSINESS SOLUTIONS, LLC	877.06	498812 877.06**
COMMUNITY CORRECTIONS PRG		
LOWE'S HOME CENTERS, INC.	87.12	498725 87.12**
JAG GRANTS		
ODP BUSINESS SOLUTIONS, LLC	231.69	498812 231.69**
LAW OFFICER TRAINING GRT		
ENTERGY	454.48	498653
M&D SUPPLY	130.99	498665
TRAVIS BROTHERS SUPPLY, INC.	58.96	498692 644.43**
COUNTY RECORDS MANAGEMENT		
HHM & ASSOCIATES, INC.	6,173.74	498801 6,173.74**
HURRICANE LEPC GRANTS		
HOBBY LOBBY	155.88	498697 155.88**
HOTEL OCCUPANCY TAX FUND		
CITY OF BEAUMONT - WATER DEPT.	306.67	498637
CASH ADVANCE ACCOUNT	795.80	498663
M&D SUPPLY	17.36	498665
GEORGE WEST	17.50	498806
MUNRO'S UNIFORM SERVICES, LLC	122.08	498814 1,259.41**
AIRPORT FUND		
ENTERGY	15,001.64	498654
RED RIVER SPECIALITIES	295.00	498673
UNITED STATES POSTAL SERVICE	.98	498716
LOWE'S HOME CENTERS, INC.	223.45	498725
DISH NETWORK	106.70	498741
CRAWFORD ELECTRIC SUPPLY COMPANY	463.13	498760
ACTION OVERHEAD DOOR LLC	3,917.90	498761
GALLS LLC	97.17	498769
TITAN AVIATION FUELS	29,323.65	498786
THE HOME DEPOT PRO	640.84	498789
BLUEGLOBES, LLC	302.95	498818 50,373.41**
SE TX EMP. BENEFIT POOL		
STANDARD INSURANCE COMPANY	25,587.22	498736

PGM: GMCOMMV2	DATE 09-13-2022	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
RELIANCE STANDARD LIFE INSURANCE	6,339.75	498738
EXPRESS SCRIPTS INC	79,011.82	498778
UNITED HEALTHCARE SERVICES INC	115,033.87	498794
		225,972.66**
D.A.'S FORFEITURED FUNDS		
TWIN CITY MOTORS	49,260.80	498698
		49,260.80**
ARPA CORONAVIRUS RECOVERY		
TIDAL BASIN GOVERNMENT CONSULTING	12,200.00	498797
		12,200.00**
CNTY & DIST COURT TECH FD		
CDW COMPUTER CENTERS, INC.	1,484.22	498704
		1,484.22**
MARINE DIVISION		
SOLAR	2,439.34	498720
		2,439.34**
SHERIFF - COMMISSARY		
BOB BARKER CO., INC.	443.50	498633
TRINITY SERVICES GROUP INC	775.20	498792
		1,218.70**
SHERIFF-SPINDLETOP GRANT		
VERIZON WIRELESS	114.39	498714
		114.39**
		1,052,867.60***

**PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

Contract No. 2022344900 –412– 01

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts (“Participating Entities”);

WHEREAS OAG solicited offers to perform the development, implementation and execution of a Statewide Automated Victim Notification System (SAVNS) on behalf of the various Participating Entities and accepted the offer of Appriss Inc. (“Original Entity”) in response to the Request for Offer (RFO) for SAVNS, **RFO #302-19-SAVNS, dated March 11, 2019;**

WHEREAS on or about October 1, 2021, Original Entity’s subsidiary, Appriss Insights, LLC (“Vendor”), was acquired by TALX Corporation and OAG Contract #2002525 was assigned to Vendor by Original Entity to continue to provide the SAVNS following the acquisition;

WHEREAS OAG has certified and contracted with the newly formed Vendor as the statewide vendor to provide SAVNS to each of the Participating Entities (“OAG Certification Agreement”) a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, THIS CONTRACT is entered into by and between **Jefferson County, Texas** (“Named Entity”) as a Participating Entity and VENDOR. Named Entity and VENDOR may be referred to in this Contract (“Contract”) individually as “Party” or collectively as “Parties.” The Parties, in consideration of their respective promises, agreements, and covenants contained and recited herein, hereby agree to the mutual obligations and performances described in this Contract as follows:

SECTION 1: CONTRACT TERM. This Contract shall commence on September 1, 2022 or on the date the final signature is affixed hereto, whichever is later (“Effective Date”) and shall terminate on August 31, 2023 (“Initial Term”). This Contract may be renewed for one (1) additional one (1) year renewal term (“Renewal Term”), only to the extent the OAG Certification Agreement, attached hereto as Exhibit A, remains in effect, and in the sole and absolute discretion of Named Entity. If renewed, any Renewal Term shall begin on September 1 and end on August 31, always coinciding with the State’s fiscal year. Each such Renewal Term shall be subject to all specifications and terms and conditions of this Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 below.

The Initial Term collectively with all Renewal Terms and all total extensions of services hereunder shall constitute the “Term” of the Agreement.

SECTION 2: CONTRACT DOCUMENTS.

Vendor and Named Entity agree to be bound by the provisions contained in the following documents (“Incorporated Documents”), which describe the required performances in more detail and are incorporated by reference herein in their entirety in the following order of precedence:

1. Special Provisions and Negotiated Terms (“Special Provisions”) attached hereto and incorporated by reference;
2. This Contract;
3. OAG Certification Agreement including all attachments, and Addenda not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
4. Updated versions of the following forms as attached hereto and herein incorporated by reference:
 - (a) Form A: Execution of Offer and Vendor Assurances; (b) Form F HUB Subcontracting Plan;

- (c) Form G: Vendor Information Form; (d) Form H: Cloud Security Questionnaire; and Form I: Business Continuity/Disaster Recovery Questionnaire;
5. OAG Standard Terms and Conditions as attached to the RFO, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference;
 6. The RFO #302-19-SAVNS, dated March 11, 2019 including all posted documents, attachments, and Addenda ("RFO"), not attached hereto but known to and in the possession of both Parties and incorporated herein by reference; and
 7. Vendor written response in submission to the RFO, as accepted, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference ("Vendor Response"); however, the Vendor Response as incorporated herein shall be considered to exclude Table 8 of the Response (p. 31) and the Proposed Exceptions to Exhibit A, Exhibit B, and Exhibit C of the Response (pp. 35-125).

If there is, and to the extent of, any conflict between the Incorporated Documents, such conflict will be resolved according to the order of precedence as set forth above. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the applicable Incorporated Document.

SECTION 3: SERVICES TO BE PERFORMED BY VENDOR.

3.1 **Project.** Vendor agrees to configure, operate, maintain, support and provide Named Entity access to the SAVNS system as set forth in the RFO and the Vendor Response, (collectively the "Scope of Work" or "SOW") which shall meet all of the requirements set forth in Section 4 of the RFO and Section 2 of the OAG Certification Agreement, all in accordance with the requirements of the Incorporated Documents referenced in Section 2 ("Project").

3.2 **Scope of Services.** This Project includes but is not limited to the following services (collectively the "Participating Entity Services"):

(a) **VINE® (Victim Information and Notification Everyday).** VINE makes it easy for victims and concerned citizens to obtain timely information about criminal cases and the custody status of offenders held in local jails or state prisons. There are two versions of VINE that are currently supported by the Vendor: "Classic VINE" and "Enhanced VINE." Original Entity and now Vendor have been in the process of migrating states from the Classic VINE platform to the entirely new Enhanced VINE platform since 2016. Enhanced VINE offers a new experience, going beyond notifications, and facilitating a greater degree of information sharing between public servants, victims, and service providers. It offers a suite of new and augmented features, incorporating self-service functionality, and providing the end-user with the ability to select preferred pathways of communication. The new platform brings transformative benefits to victims and victim service providers alike. Vendor's long-term plan is to migrate all states to the Enhanced VINE technology platform to better serve the growing needs of victims of crime, victim advocates, law enforcement and criminal justice professionals.

(b) **VINE® Courts.** VINE Courts is a fully automated service that keeps crime victims and criminal justice professionals informed regarding the progress of their court cases. Users can access court information around the clock by calling a toll-free telephone number or logging on to www.vinelink.com. They can also register to be notified by phone, e-mail, text message, or TTY about upcoming court and hearing dates related to criminal justice proceedings, cancellations, continuances, disposition changes, and other events.

(c) **"VINE Software"** means VINE® and VINE® Courts (as detailed above and within the Vendor Response), including all designs, documents, inventions, software, copyrightable material, patentable and unpatentable subject matter, and all modifications, improvements, upgrades and derivative works made thereto.

(d) Vendor shall provide Named Entity access to VINE® and VINE® Courts pursuant to the requirements of the Incorporated Documents and at the rate included in the Pricing Index, incorporated herein as Exhibit B, for the term of this Contract. Vendor shall ensure Named Entity has access to the Classic VINE Platform upon commencement of this Contract but shall migrate Named Entity to the Enhanced VINE platform

within the Term of this Contract pursuant to the schedule agreed by Vendor and OAG under the terms of the OAG Certification Agreement.

3.3 Ownership of Vendor Intellectual Property; Licenses. Vendor retains all ownership rights in the VINE Software and all documents, designs, inventions, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor (the “Intellectual Property”) in connection with the Services. Vendor hereby grants the OAG during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable license to use the VINE Software in connection with the provision by Vendor of the VINE Services for the OAG’s internal purposes only. Nothing herein shall grant the OAG a license to the source code of the VINE Software. Notwithstanding the foregoing, all documents, reports, plans, copyrightable material, patentable and unpatentable subject matter and other tangible materials authored or prepared by the Vendor and required to be delivered to OAG by the Incorporated Documents shall be subject to Article V of the OAG Standard Terms and Conditions.

SECTION 4: SCHEDULE

4.1 Time is of the Essence. Time is of the essence in rendering of Participating Entity Services required by this Contract.

4.2 Performance Schedule. The Project shall be performed by Vendor according to a schedule to be mutually agreed by the Parties (“Schedule”) which shall set forth the required delivery dates of each report, plan, or other deliverable as required by the Incorporated Documents.

SECTION 5: COMPENSATION AND INVOICING

5.1 Payments for Services Rendered. The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity Services rendered by the Vendor. Accordingly, OAG shall not be directly responsible for any payment to Vendor for Participating Entity Services provided to Named Entity hereunder. All payments for such Participating Entity Services shall be made by Named Entity in accordance with the agreed pricing index (“Agreed Pricing Index”) incorporated herein as Exhibit B and pursuant to the terms of this Contract.

5.2 Recurring Fees. The Parties stipulate and agree that the Named Entity’s total amount of compensation to be paid to Vendor in consideration of full, satisfactory performance of all Vendor’s duties, services and obligations as set forth in this Contract, shall be billed on a recurring quarterly basis, in accordance with the Agreed Pricing Index, and not to exceed \$7,350.79 per calendar quarter. (“Quarterly Fee”).

5.3 Invoicing. The Participating Entity Services for the Project shall be performed for the Quarterly Fee, which will be billed and invoiced in accordance with the Agreed Pricing Index and pursuant to the terms of this Contract and the RFO. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performances issues as identified in Section 7 of this Contract.

5.4 Invoice Submission. Prior to authorizing payment to Vendor, Named Entity shall evaluate Vendor’s performance using the performance standards set forth in the SOW. Vendor shall provide invoices for Participating Entity Services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity Services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Vendor is warranting the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity Services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of Named Entity, Vendor agrees to submit any additional documentation or explanation Named Entity may reasonably require. Subject to the foregoing, Named Entity must make all payments in accordance with the Texas Prompt Payment Act.

5.5 Appropriated Funds. Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Named Entity as a reimbursement of the Quarterly Fees due hereunder, Vendor acknowledges and agrees that payments for Participating Entity Services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

SECTION 6: ADDITIONAL SERVICES

6.1 Additional Services. Named Entity may require the Vendor to perform additional services from among the optional services that are set forth in the SOW which are not included in the Participating Entity Services required under this Contract ("Additional Services"). Vendor shall offer any such Additional Services at the same rate as proposed in Vendor's Pricing Submission as attached and incorporated into the Vendor's Response.

6.2 Additional Services to be Mutually Agreed. No work or services shall commence, or products provided, unless and until the applicable fees, and all other impacts on the Project and Schedule as specified by Vendor are mutually agreed upon, in writing, by Named Entity and Vendor. No Additional Services or any applicable fees associated therewith shall be deemed to modify this Contract or obligations between Named Entity and Vendor except to the extent the Additional Services are mutually agreed upon, in advance in writing, and by both Named Entity and Vendor.

6.3 Liability for Additional Services. Vendor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of Named Entity. Any grant dollars issued by the OAG to Named Entity shall be utilized solely as a reimbursement for the Quarterly Fees incurred for Vendor's provision of the Participating Entity Services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.

SECTION 7: PERFORMANCE REPORTING AND REMEDIES

7.1 Performance Reports.

7.1.1 Project(s) Reporting. Pursuant to Section 4.2 of this Contract, Named Entity and Vendor shall agree on a Schedule to perform the Project which shall set forth the dates of each report, plan, or other deliverable as required by the Incorporated Documents. Notwithstanding the foregoing, Vendor shall provide Named Entity and/or the OAG with monthly written progress reports ("Progress Reports") of the Project's performance, which shall, at minimum, identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved. Additional performance related measurables shall be agreed upon between Named Entity and Vendor. For the avoidance of doubt, Vendor shall only provide Progress Reports related to implementation of the Project or unique projects for Named Entity. Progress Reports shall not be required for any portion of the Project already implemented as of the Effective Date.

7.1.2 Service Reporting. Upon Named Entity's written request, the Vendor, shall provide a report that includes the following national platform data for the prior month: SAVNS system down time, including the SAVNS core system, interface services, and notification interfaces.

7.2 Performance Remedies. In the event the Participating Entity Services provided by Vendor hereunder do not maintain a reliable 99.9% uptime-performance each calendar month for the SAVNS core system, Named Entity interface services, and notification interfaces, the Named Entity may withhold any Quarterly Fee due to the Vendor funds under Section 5 of this Contract based on a pro-rata amount equal to the duration of the outage for any prior billing quarter. The amount of withholding shall be calculated on a proportional amount for all Participating Entity Services provided to Named Entity in the billing quarter in which the monthly 99.9% uptime-performance requirement was not met. Accordingly, any outage in any portion of the SAVNS core system, Named Entity interface services, and notification interfaces for registered parties, shall be counted against the 99.9% uptime performance requirement.

Notwithstanding the foregoing, the Vendor shall not be responsible due to any delay caused by, and shall not have its uptime-performance impacted by: schedule amendments requested by the OAG (including any requests of Named Entity and any third party vendors of the OAG or the Named Entity); delays as the result of activity that is the responsibility of the OAG; delays that are otherwise agreed upon by the parties; any other delay not specifically addressed herein but that is otherwise caused by the acts or omissions of the OAG, Named Entity or any third party vendors of the OAG and Named Entity; and any delays caused by a Force Majeure Event as defined in the Section 15.10 of the OAG Standard Terms and Conditions.

SECTION 8: WARRANTIES

8.1 Vendor Warranties. In addition to any warranty obligations in the Incorporated Documents, Vendor hereby represents and warrants:

- (a) that Vendor shall perform the Project with the professional skill and care ordinarily provided by comparable professionals in the same industry;
- (b) that each of the Vendor employees and agents assigned to perform Vendor's obligations under this Contract and Incorporated Documents, shall have the skill and training to perform the Project in accordance with the foregoing standard of care, and that all work shall be produced in a professional and workmanlike manner;
- (c) that the SAVNS system shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (d) that all deliverables provided hereunder shall materially conform to the requirements as set forth in this Contract, and in the SOW and Incorporated Documents;
- (e) that all Project performance and deliverables provided under the Contract are, and will be, free of all liens, claims and other restrictions, and that Named Entity's use and possession of such deliverables will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Vendor, its agents, officers, employees or subcontractors may be subject;
- (f) that Vendor has the right to develop and assign all ownership rights in the deliverables to OAG as contemplated under this Contract, free from infringement claims, free from violations of unfair competition law, and free from violations of any other contract or law; and
- (g) that Vendor will implement reasonable and appropriate measures to prevent unauthorized disclosure or exposure of Named Entity Protected Data during Vendor's performance of the Participating Entity Services due under this Contract and the Incorporated Documents.

These representations and warranties are essential and material to Named Entity's willingness to enter into this Contract.

8.2 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Contract and to consummate the transactions contemplated hereby and (ii) this Contract is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the "Legal Warranty"). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless Named Entity from and against any and all losses, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by Named Entity, directly arising out of or resulting from said breach.

SECTION 9: DATA PROTECTION AND INFORMATION SECURITY

9.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section 9.

(a) “Authorized Employees” shall mean Vendor’s employees who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents.

(b) “Authorized Persons” shall mean (i) Authorized Employees; and (ii) Vendor’s contractors or agents, as each is specified on Exhibit C to this Contract who have a need to know or otherwise access Named Entity Protected Data to enable Vendor to perform its obligations under this Contract or any of the Incorporated Documents, and who are bound in writing by confidentiality obligations sufficient to protect Named Entity Protected Data in accordance with the terms and conditions of this Contract.

(c) “Named Entity Protected Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from the Named Entity or is otherwise received by Vendor from any person or entity registered to receive notifications from the SAVNS system, as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by agency policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas Business and Commerce Code §521.002(a)(2) or any other data or information which (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known to the Vendor by the Named Entity or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.

(d) “Personal Identifiable Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(1).

(e) “Named Entity’s Data” shall mean all documents, reports, data, records, forms, and other materials obtained by Vendor from Named Entity or is otherwise received by Vendor as a result of providing the Participating Entity Services as required under this Contract or any of the Incorporated Documents, without regard to whether such data includes the type of information included in the definition of Named Entity Protected Data.

(f) “Security Breach” means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Named Entity Protected Data, or the physical, technical, administrative or organizational safeguards put in place by Vendor or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Named Entity Protected Data, (ii) receipt of a complaint in relation to the privacy practices of Vendor or any Authorized Persons or a breach or alleged breach of this Contract relating to such privacy practices.

(g) “Sensitive Personal Information” shall have the meaning set forth in Texas Business and Commerce Code §521.002(a)(2).

9.2 Standard of Care. (a) Vendor acknowledges and agrees that, during the course of its engagement by Named Entity, Vendor may receive or have access to Named Entity Protected Data. Vendor shall comply with the terms and conditions set forth in this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO) in its collection, receipt, transmission, storage, disposal, use and disclosure of both Named Entity Protected Data and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Named Entity Protected Data under its control or in its possession by all Authorized Employees and/or Authorized Persons. Vendor shall be responsible for and remain liable to Named Entity for the actions and omissions of all Authorized Persons that are not Authorized Employees

concerning the treatment of Named Entity Protected Data as if they were Vendor's own actions and omissions.

- (b) In recognition of the foregoing, Vendor agrees and covenants that it shall:
 - (i) keep and maintain all Named Entity Protected Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;
 - (ii) use and disclose Named Entity Protected Data solely and exclusively for the purposes for which the Named Entity Protected Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Named Entity Protected Data for Vendor's own purposes or for the benefit of anyone other than the OAG or Named Entity in each case, without Named Entity's prior written consent or as permitted in subsection (c) below; and
 - (iii) not, directly or indirectly, disclose Named Entity Protected Data to any person or entity other than its Authorized Employees and/or Authorized Persons ("Unauthorized Third Party") without the prior express written consent from Named Entity, unless and to the extent required by applicable law or court order in which case, Vendor shall (1) use best efforts to notify OAG before such disclosure or as soon thereafter as reasonably possible; (2) be responsible for and remain liable to OAG for the actions and omissions of any Unauthorized Third Party concerning the treatment of such Named Entity Protected Data as if they were Vendor's own actions and omissions; and (3) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) relating to the treatment of Named Entity Protected Data.
- (c) Notwithstanding anything in the foregoing subsection (b), Vendor is authorized by Named Entity to utilize Named Entity Protected Data only to the extent such Named Entity Protected Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders;
- (d) Nothing in this Section 9.2 shall be construed to limit Vendor's use of non-confidential data made available to the public or otherwise in the public domain.

9.3 Information Security. (a) Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of Named Entity Protected Data does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to Texas Business and Commerce Code Chapter 521, Texas Administrative Code Chapter 202 and the Health Insurance Portability and Accountability of 1996 (HIPAA) and all amendments thereto.

- (b) Without limiting Vendor's obligations under Section 9.3(a) above, Vendor shall implement

administrative, physical and technical safeguards to protect Named Entity Protected Data. Vendor shall, upon request, submit to Named Entity security framework implemented in Vendor's organization, such as International Organization for Standardization's standards: ISO/IEC 27001:2013, Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Named Entity Protected Data is collected, accessed, used, stored, processed, disposed of and disclosed are in compliance with and in addition to the OAG Information Security Standards (Attachment 4 to the RFO).

(c) In addition to and inclusive of the requirements set forth in OAG Information Security Standards (Attachment 4 to the RFO), at a minimum, Vendor's safeguards for the protection of Named Entity Protected Data shall include: (i) limiting access of Named Entity Protected Data to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Sensitive Personal Information stored on any mobile media; (vii) encrypting Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Named Entity Protected Data, and information from its other customers so that Named Entity Protected Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with any applicable state or federal law; and (x) providing appropriate privacy and information security training to Vendor's employees, contractors, or agents.

(d) During the term of each Authorized Employee's employment by Vendor, Vendor shall at all times cause such Authorized Employees to abide strictly by Vendor's obligations under this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO). Upon Named Entity's written request, Vendor shall promptly identify for Named Entity in writing all Authorized Employees as of the date of such request.

9.4 Security Breach Procedures.

(a) Vendor shall:

- (i) provide Named Entity with the name and contact information for an employee of Vendor who shall serve as Named Entity's primary security contact and shall be available to assist Named Entity twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
- (ii) notify Named Entity of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of it; and
- (iii) notify Named Entity of any Security Breaches by telephone at the following number: [REDACTED] and by e-mailing Named Entity with a read receipt at [REDACTED] and with a copy by e-mail to Vendor's primary business contact within Named Entity.

(b) Immediately following Vendor's notification to Named Entity of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to reasonably cooperate with Named Entity in Named Entity's handling of the matter, including, without limitation:

- (i) assisting with any investigation;
- (ii) providing Named Entity with physical access to the facilities and operations affected;
- (iii) facilitating interviews with Vendor's employees and others involved in the matter; and
- (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, this Contract, the RFO, and the OAG Information Security Standards (Attachment 4 to the RFO) or

as otherwise reasonably required by Named Entity.

(c) Vendor shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vendor's expense in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse Named Entity for actual costs incurred by Named Entity in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 9.4(d).

(d) Vendor agrees that it shall not inform any third party of any Security Breach without first obtaining Named Entity's prior written consent, except to the extent required under Texas Business and Commerce Code Chapter 521 or any other applicable law, or as is otherwise required by the OAG under the OAG Certification Contract. Notwithstanding the foregoing, Vendor shall provide prior written notice to Named Entity of its intent to inform any third-party other than the OAG of any Security Breach and identify the applicable law the Vendor believes requires such disclosure.

(e) In the event of any Security Breach, Vendor shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

9.5 Oversight of Security Compliance. Upon Named Entity's written request, to confirm compliance with this Contract, the RFO, the OAG Information Security Standards (Attachment 4 to the RFO) as well as any applicable laws and industry standards, Vendor shall promptly and accurately complete a written information security questionnaire provided by Named Entity or a third party on the Named Entity's behalf regarding Vendor's business practices and information technology environment in relation to all Named Entity Protected Data being handled and/or services being provided by Vendor to Named Entity or any of the Participating Entities pursuant to this Contract or the Incorporated Documents. Vendor shall fully cooperate with such inquiries. Named Entity shall treat the information provided by Vendor in the security questionnaire as Vendor's confidential, proprietary information under Section 10.1 below.

9.6 Return or Destruction of Named Entity Protected Data. At any time during the term of this Contract at the Named Entity's written request or upon the termination or expiration of this Contract for any reason, Vendor shall, and shall instruct all Authorized Persons to, promptly return to the Named Entity all copies, whether in written, electronic or other form or media, of Named Entity in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Named Entity that such Named Entity Protected Data has been returned to Named Entity or disposed of securely. Vendor shall comply with all reasonable directions provided by Named Entity with respect to the return or disposal of Named Entity Protected Data.

9.7 Equitable Relief. Vendor acknowledges that any material breach of its covenants or obligations set forth in this Section 9 may cause Named Entity irreparable harm for which monetary damages may not be adequate compensation and agrees that, in the event of such breach or threatened breach, Named Entity may be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Named Entity may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Contract to the contrary.

9.8 Material Breach. Vendor's failure to comply with any of the provisions of this Section 9 is a material breach of this Contract. In such event, Named Entity may terminate the Contract for cause, effective immediately upon written notice to the Vendor without further liability or obligation to Named Entity. This immediate termination for cause shall be in addition to any rights to termination contemplated under Section 11.2(a) below and shall not be subject to any written notice or cure period required therein.

9.9 Indemnification. In addition to any of the other indemnification or hold harmless obligations of Vendor

provided for within this Contract, the RFO or the OAG's Standard Terms and Conditions, Vendor shall also defend, indemnify and hold harmless the State of Texas and OAG, the Named Entity and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees (collectively the "Named Entity Indemnitees") from and against all losses, damages, deficiencies, actions, judgments, interest, awards, penalties, fines, reasonable costs or expenses, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Named Entity Indemnatee arising out of or resulting from Vendor's failure to comply with any of its obligations under this Section 9.

9.10 Ownership and Use of Named Entity's Data. Notwithstanding anything in this Contract to the contrary, nothing contained herein shall be construed to grant the Vendor any ownership rights in any Named Entity's data provided to Vendor in connection with this Contract, the SOW, or any of the Incorporated Documents. With the exception of information in the public domain, Vendor shall not sell, provide, or otherwise commercialize Named Entity's Data without the prior written consent of Named Entity. Vendor shall only use the Named Entity's Data in connection with the Participating Entity Services required hereunder and otherwise consistent with this Contract and the Incorporated Documents.

Notwithstanding the foregoing, Vendor is authorized by Named Entity to utilize Named Entity Data only to the extent such Named Entity Data is related to a Defendant or to a Defendant Status Change (hereinafter "SAVNS Defendant Data") for the limited purpose of providing or improving Vendor's own existing products and services identified in the Appriss Data Overview to Law Enforcement Agencies and Government Agencies as attached to the Special Provisions. For the purposes of this paragraph, "utilize" includes, but is not limited to, receiving, maintaining, disseminating, retaining, or otherwise providing access to any information obtained or extrapolated from SAVNS Defendant data obtained under the SAVNS program. "Government Agency" means an organization created by or pursuant to the Constitution of the United States or the constitution of a state of the United States and operated for public purposes. The term "Government Agency" shall not include any quasi-governmental entity or government-sponsored enterprise or corporation. "Law Enforcement Agency" means a Government Agency or an organizational unit within a Government Agency with authority to enforce state or federal criminal laws, which includes, but is not limited to, prevention, detection, and investigation of crime, and the apprehension and incarceration of alleged offenders.

SECTION 10: CONFIDENTIALITY

10.1 Named Entity's Responsibilities. Named Entity hereby agrees that (i) specific identified methodologies, materials, plans, or other proprietary information related to the development and implementation of the SAVNS system as provided by Vendor under this Contract shall be treated as confidential in nature and shall be subject to the various ownership provision of the Incorporated Documents; (ii) Named Entity shall implement reasonable and appropriate measures designed to secure the confidentiality of such confidential information, and (iii) except as permitted by the SOW and Section 10.2 of this Contract, none of such materials shall be in any way disclosed by Named Entity to any third party, in whole or in part, without the prior written consent of Vendor. If Named Entity becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor. Notwithstanding anything in this Contract to the contrary, any report, plan, or other deliverable required to be provided to Named Entity pursuant to the Incorporated Documents shall not be considered to be confidential in nature and Named Entity is under no obligation to maintain the confidentiality thereof.

10.2 Named Entity Compliance and Vendor Cooperation with Texas Public Information Act Requests. Notwithstanding any provisions of this Contract to the contrary, Vendor understands that Named Entity will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Named Entity agrees to notify Vendor in writing within a reasonable time, of a request for information related to Vendor's work under this Contract. Vendor will cooperate with Named Entity in the production of documents responsive to the request. Named Entity will make a determination whether to submit a request for a ruling to withhold documents to the Attorney General. Vendor will notify Named Entity General Counsel within twenty-four (24) hours of receipt of any

third-party requests for information that was provided by the State of Texas for use in performing this Contract and all data and other information generated or otherwise. Vendor is required to make any information created or exchanged with Named Entity, the State of Texas, or any of its agencies pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

10.3 Vendor's Responsibilities. Vendor hereby agrees that (i) any information related to the official business of Named Entity that Vendor obtains from Named Entity in the course of the performance of this Contract is the confidential and proprietary information of Named Entity, (ii) Vendor shall implement reasonable and appropriate measures designed to secure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of Named Entity, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify Named Entity. Vendor shall also assist Named Entity with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Named Entity to protect its proprietary rights.

10.4 Exclusions. Each party shall be a receiving party ("Receiving Party") relative to the other party's confidential information. The provisions of this Section 10 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain, or otherwise becomes publicly known, by publication or otherwise, other than by way of a breach of this Contract by the Receiving Party, (ii) that was known to, or in the lawful possession of the Receiving Party without obligation, as the case may be, prior to the disclosure in connection with the Contract, (iii) that was disclosed to the Receiving Party by a third party who was in lawful possession of the information and who had the right to make such disclosure at the time of the disclosure, (iv) that was independently developed by the Receiving Party outside the scope of this Contract, or (v) that Receiving Party, is required to disclose by law or legal process, in which case Receiving Party shall notify the owning party so that action may be taken to protect the affected confidential information. Notwithstanding any other provision herein to the contrary, all provisions in this Section 10 are subject to the Public Information Act, as further described in the Contract. Further, nothing in this Section 10.4 shall be deemed to alter, limit, or otherwise modify any of Vendor's obligations related to the use and protection of Named Entity Protected Data pursuant to Section 9 of this Contract, the RFO, and OAG Information Security Standards (Attachment 4 to the RFO).

SECTION 11: TERMINATION

11.1 Termination by Vendor. Vendor may terminate this Contract if Named Entity commits any material breach under this Contract and fails to remedy such breach within (30) days after written notice of such breach is delivered by Vendor to Named Entity.

11.2 Termination by Named Entity.

(a) *For Cause.* Named Entity shall have the right to terminate this Contract (reserving cumulatively all other rights and remedies under this Contract, the RFO, and the Incorporated Documents, in law and/or in equity) without further obligation or liability to Vendor if Vendor or any subcontractor to Vendor commits any material breach of this Contract and fails to remedy such breach within thirty (30) days after written notice by Named Entity to Vendor of such breach. Named Entity shall have the right to terminate this Contract effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

(b) *Non-appropriations.* Named Entity may terminate this Contract if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of the OAG; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, the Named Entity will not be considered to be in default or breach under this Contract, nor shall Named Entity be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

(c) *For convenience.* Notwithstanding the foregoing or anything in this Contract or the

Incorporated Documents to the contrary, Named Entity reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Vendor, subject to the advance written approval of such termination by the OAG or in the event OAG determines that such termination is in its best interest or the best interest of the State of Texas or the Named Entity. In the event of such a notice of termination, Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. Named Entity shall be liable for payments limited only to the portion of work Named Entity authorized in writing and which the Vendor has completed, delivered to Named Entity per the Contract requirements, and which has been accepted by Named Entity as of the date of termination. Named Entity shall have no other liability or obligation to Vendor, including, without limitation, no liability for any costs of any kind associated with the termination.

11.3 Effect of Termination. Termination of this Contract shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Upon termination, each party shall return the confidential property of the other party obtained under this Contract or the Incorporated Documents, as applicable, however excluding all Work Product as that is defined in OAG Standard Terms and Conditions, Article I, Definitions, produced pursuant to this Contract which shall remain the property of Named Entity. In addition, the confidentiality obligations of the parties in Section 10 ("Confidentiality") shall survive the termination of this Contract.

SECTION 12: LIMITATIONS ON LIABILITY AND INDEMNITIES

12.1 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

12.2 Indemnification. In addition to the indemnification and hold harmless obligations of Vendor in this Contract included in Section 8.2 and Section 9.9 above, Vendor shall:

(a) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES DIRECTLY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(b) DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT, OR NAMED ENTITY'S USE OF ANY DELIVERABLE OR WORK PRODUCT PROVIDED BY VENDOR. VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY, AND/OR REIMBURSE NAMED ENTITY FOR, ALL JUDGMENTS, CLAIMS, DAMAGES, LOSSES, AND COSTS OF DEFENSE INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, COURT COSTS AND SIMILAR EXPENSES. THE DEFENSE TO ANY SUCH ACTION, CLAIM,

DEMAND, OR SUIT SHALL BE COORDINATED BY VENDOR WITH NAMED ENTITY AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM NAMED ENTITY. THE VENDOR AND NAMED ENTITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS NAMED ENTITY AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CAUSES OF ACTION, CLAIMS, DEMANDS AND EXPENSES INCURRED BY NAMED ENTITY AND/OR THE STATE OF TEXAS ARISING OUT OF OR RESULTING FROM BREACH OF ANY WARRANTY OBLIGATION HEREUNDER. THE FOREGOING SHALL NOT APPLY TO ANY INFRINGEMENT ARISING OUT OF: (I) USE OF THE VINE SOFTWARE OTHER THAN IN ACCORDANCE WITH APPLICABLE DOCUMENTATION OR INSTRUCTIONS SUPPLIED BY THE VENDOR OR FOR OTHER THAN THE NAMED ENTITY'S INTERNAL PURPOSES; (II) ANY ALTERATION, MODIFICATION OR REVISION OF THE SOFTWARE NOT EXPRESSLY AUTHORIZED IN WRITING BY THE VENDOR; OR (III) THE COMBINATION OF THE VINE SOFTWARE WITH SOFTWARE, DATA, PRODUCTS AND/OR SERVICES NOT PROVIDED BY THE VENDOR.

SECTION 13: GENERAL

13.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Contract or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof. Neither the execution of this Contract by Named Entity, any provision herein, nor any other conduct of Named Entity relating to this Contract or any of the Incorporated Documents, will be considered a waiver of sovereign or governmental immunity.

13.2 Notice. All notices under this Contract shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To **VENDOR:** Appriss Insights LLC
ATTN: Client Relations, Victim Services
9901 Linn Station Road
Suite 200
Louisville, KY 40223

TO NAMED ENTITY:

ATTN:

13.3 No Third-Party Beneficiaries. This Contract is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Contract to maintain a suit to enforce or take advantage of its terms.

13.4 Successors and Assigns. Neither party may assign this Contract in whole or part without the prior written consent of the other party. Any attempt to assign this Contract without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like shall be considered an

assignment for these purposes.

13.5 Dispute Resolution. [Intentionally left blank].

13.6 Governing Law. The validity, construction and performance of this Contract and the legal relations among the parties to this Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of law principles. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Jefferson County, Texas.

13.7 Independent Contractor. Vendor, in performance of this Contract, is acting as an independent contractor. Vendor personnel (including personnel supplied by subcontractors) hereunder are not Named Entity's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Named Entity employee benefits. Named Entity shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

13.8 Severability. In the event any one or more of the provisions of the Contract shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

13.9 Entire Agreement; Inconsistent Terms. This Contract, all exhibits, appendices, and schedules attached hereto and/or otherwise incorporated by reference herein, and the Incorporated Documents are the complete and exclusive statement of the agreement between the Named Entity and the Vendor, and supersede any and all other agreements, oral or written, between the parties. This Contract may not be modified except by written instrument signed by the Named Entity and by an authorized representative of the Vendor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Vendor.

14.10 Counterparts. This Contract and other Incorporated Documents which are required to be duly executed, may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

Signature page follows

Participating Entities: County Jail x District Court x County Court

Appriss Insights LLC BY:

Lalla O'Bryan
Signature

9/8/22
Date

Lalla O'Bryan
Name

Vice President, Victim Services
Title

Named Entity BY:

JEFF R. Branick
Signature
Name

09/13/2022
Date
County Judge
Title

ATTEST Louis Gese
DATE 9-13-2022



EXHIBITS TO THIS CONTRACT:

EXHIBIT A - Executed OAG Certification Agreement

EXHIBIT B - Agreed Pricing Index not attached hereto but known to and in the possession of both Parties and incorporated herein by reference

EXHIBIT C - Vendor's List of Authorized Persons, not attached hereto but known to and in the possession of both Parties and incorporated herein by reference.

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FOURTH AMENDMENT TO THE MANAGEMENT AGREEMENT

This Fourth Amendment to the Management Agreement (this “Fourth Amendment”) is entered into as of September 6, 2022 (“Amendment Effective Date”) between Jefferson County, Texas organized under the laws of the State of Texas (“County”), and Global Spectrum, LP, a Delaware limited partnership d/b/a OVG360 (formerly known as Spectra Venue Management) (“Manager”).

Background

County and Manager are parties to a certain Management Agreement, effective as of April 1, 2017, which was amended pursuant to a certain Amendment to Management Agreement entered into as of March, 2017, a Second Amendment to Management Agreement entered into as of May 28, 2019, and a Third Amendment to Management Agreement dated September 17, 2019 (collectively, the “Management Agreement”), pursuant to which the County engaged Manager to manage and operate the Ford Park Entertainment Complex consisting of Ford Fields, Ford Pavilion, Ford Arena, Ford Exhibit Hall, Ford Midway, and two (2) barns. The parties now desire to amend the Management Agreement to extend the term thereof.

NOW THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. Section 4.1 of the Agreement is hereby amended and restated in its entirety as follows:

“Section 4.1 Term. The term of this Agreement (the “**Term**”) shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire on September 30, 2027.”.

2. Section 4.2 is amended by adding a new subsection 4.2(d) as follows:

“(d) by the County, effective on or after September 30, 2023, by providing the Manager not less than one hundred eighty (180) days’ prior written notice. For the sake of clarity, should the County choose to exercise this option to terminate, the County shall be required to pay the Manager the remaining unamortized portion of Manager’s Contribution as described in Section 11.3, as well as satisfy the obligations in Section 4.3 Effect of Termination.”

3. All references to the Management Agreement in the Management Agreement or in any other document referencing the Management Agreement shall be deemed to refer to the Management Agreement as amended hereby. Except for the modification set forth above, all of the provision of the Management Agreement shall remain unmodified and in full force and effect. All other terms, provisions, representations, warranties, and covenants of the Management Agreement are hereby confirmed, ratified, and remain in full force and effect. Any inconsistencies between this Fourth Amendment and the Management Agreement shall be governed by this Fourth Amendment.
4. This Fourth Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

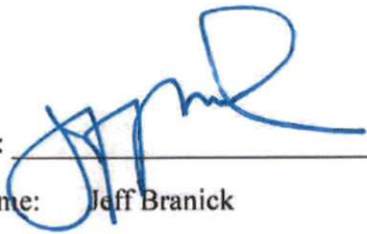
5. This Fourth Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Fourth Amendment may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Fourth Amendment.

Each part has caused this Fourth Amendment to be executed on behalf of such party by an authorized representative as of the date first set forth above.

JEFFERSON COUNTY

GLOBAL SPECTRUM, LP, d/b/a OVG360

By: Global Spectrum, LLC Its general partner

By:  _____

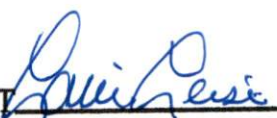
Name: Jeff Branick

Its: County Judge

By:  _____

Name: Brian Rothenberg

Its: President

ATTEST  _____

DATE 9-13-2022



RENEWAL AMENDMENT TO LEASE AGREEMENT

This rental agreement renewal amendment (the "Renewal"), is made and entered into effective this 2nd day of August, 2022, by and between Jefferson County, ("Lessor") and SGS North America, Inc. ("Lessee").

RECITALS

Whereas, Lessor and Lessee entered into a lease Agreement on June 13, 2011, (the "Lease") for space located at 4575 Jerry Ware Drive, Nederland, Texas, and;

Whereas on July 18, 2013, Lessor and Lessee amended the contract to add warehouse space at the located at 8857 1st St, Beaumont, Texas;

Whereas the parties desire to amend the term of the Lease Agreement to renew the lease at new rates for a period of 5 years (60 months).

NOW, THEREFORE, IT IS HEREBY AGREED **SECTION 2. LEASED PREMISES** IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

Premises: For and in consideration of the rent and covenants herein contained, Lessor hereby leases to Lessee the exclusive use of the following:

- A. Main Building (4575 Jerry Ware Dr, Nederland TX 77627) – Containing approximately 9,000 square feet, more or less, and
- B. Warehouse (8857 1st st, Beaumont TX 77705) Containing approximately 4,000 square feet, and
- C. All property within the boundaries of the existing chain link type fencing.

NOW, THEREFORE, IT IS HEREBY AGREED **SECTION 3. TERM** IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

Terms. The term of this agreement is 60 months and 0 days, effective November 1, 2022 and shall expire on October 31, 2027. At the expiration of the renewal term, lessor and lessee will negotiate new terms and rental rates if lessee desires to continue leasing said premises. If lessee remains on premises after the expiration date, without any written renewal thereof, such holding over shall not be deemed as a renewal but shall create only a tenancy from month to month that may be terminated at any time by either party upon thirty (30) days written notice. Such holding over shall otherwise be upon the same terms and conditions as set forth in this agreement.

NOW, THEREFORE, IT IS HEREBY AGREED **SECTION 4. RENT AND EXPENSES** IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

- A. **Base Monthly Rent:** On or before the first day of each month during the lease, Tenant will pay Landlord base monthly rent as follows:

Location	From	To	Monthly Rate PSF	Annual Rate PSF	Square Footage	Monthly Rent
Main Building	11/01/2022	10/31/2027	\$ 0.77	\$ 9.25	9,000	\$ 6,937.50
Warehouse	11/01/2022	10/31/2027	\$ 0.67	\$ 8.00	4,000	\$ 2,666.67

TOTAL MONTHLY RENT: \$ 9,604.17

TOTAL ANNUAL RENT: \$ 115,250.00

- B. **Place of Payment:** Tenant will remit all amounts due Landlord under this lease to the following person at the place stated:

Attention: Airport Accounts Receivable

Address: 5000 Jerry Ware Dr, Beaumont TX 77705

LESSOR: Jefferson County - Jack Brooks Regional Airport

By: [Signature]

Printed Name: Jeff Branick

Title: County Judge, Jefferson County



ATTEST [Signature]

DATE 9-13-2022

Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

LESSEE: SGS North America, Inc.

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS	§	<u>PARKING LOT</u>
COUNTY OF JEFFERSON	§	<u>RENTAL AGREEMENT</u>

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and **L&L Leasing, LLC. herein referred to as "Lessee"**.

WHEREAS, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS "Lessee", is qualified to do business in the State of Texas and desires to enter a Parking Lot Rental Agreement with the Lessor for the purpose of leasing temporary parking facilities, with the understanding that the scope of business operations permitted by this agreement is limited to Lessee's temporary parking use. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport, and

WHEREAS, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth, and

WHEREAS, Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, State of Texas, Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the parking area, its use or occupancy, and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises.** For and in consideration of the rent and covenants herein contained Lessor hereby leases to the Lessee the exclusive use of the following, depicted in Leased Premises section:
 - A. Hangar 7 Parking Lot – Containing approximately 482 paved parking spaces, more or less, located adjacent to Hangar 7, and
 - B. Commercial Terminal Lot #5 – Containing approximately 226 paved parking spaces, more or less, located west of the Main Terminal, immediately adjacent to the concrete passenger parking lot, and
 - C. Jerry Ware Terminal Parking Lot – Containing approximately 200 paved parking spaces, more or less, located adjacent to the Jerry Ware General Aviation Terminal.
2. **Terms.** This agreement shall become effective **October 1, 2022**, and shall expire on **September 30, 2026**. At the expiration of the initial term, lessor and lessee will negotiate new terms and rental rates if lessee desires to continue leasing said premises.

- A. The parking lot leases are in conjunction with a major petrochemical construction project with said project subject to fluctuations in demand for contractors. Lessor and Lessee shall have the right to cancel the use of one or two parking lots, to be effective at the end of any specified month, provided it gives not

less than thirty (30) days written notice of its interest to cancel one or two parking lots to the other party.

B. Lessor and Lessee shall have the right to add one or two of the previously cancelled parking lots to the agreement, at the same rates, during the term of the lease.

3. **Rentals.** Lessee covenants and agrees to pay to Lessor rental as follows:

A. Hangar 7 Parking Lot:

1. \$11.00 per space per month for 482 spaces for a total of (\$5,302 month / \$63,624 year)

B. Commercial Terminal Lot #5:

1. \$11.00 per space per month for 226 spaces for a total of (\$2,486 month / \$29,832 year).

C. Jerry Ware Terminal Parking Lot:

1. \$11.00 per space per month for 225 spaces for a total of (\$2,475 month/ \$29,700 year).

D. **TOTAL RENTAL**

1. **\$11.00 per space per month for 933 spaces for a total of (\$10,263 mo. / \$123,156 yr.)**

4. **Due Date.** All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall bear interest at the highest rate allowed by law from the date it is due until paid.

5. **Damages.** Any damage to exiting airport property, including but not limited to roads, pavement, fixtures, and road signs, as a result of lessee's business operation will be the responsibility of the lessee to correct. At no time will lessee's busses park on any road where said vehicle's tires are off-pavement and cause damage to soil adjacent to pavement resulting in road damage. If said event occurs, lessee will be responsible for reimbursement to either the Airport or Jefferson County for costs incurred to repair damage.

6. **Taxes.** Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.

7. **Prohibited Uses.** The purpose of the lease is exclusively to provide short-term parking of automobiles for the customers of Lessee during Lessee's normal business hours; overnight parking of vehicles is prohibited. Lessee shall not cause or allow the parking or storage of Motor Homes, Travel Trailers, Boats, or other Watercraft. Lessee shall not use the premises for (a) the sale of aircraft fuels, lubricants, or propellants; or (b) the operating of any public restaurant, cafeteria, kitchen stand, or game machines. Lessee shall not perform any vehicle maintenance on leased premises.

8. **Utilities.** Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities. The

Lessee shall furnish, at its sole cost and expense, utilities as required to the leased space.

A. Utility cost for the parking lot lights will be paid by Airport.

9. **Lessor's Responsibilities.** Lessor shall, at its expense and risk, maintain reasonable care of landscaping and the regular mowing of grass and maintenance of paving outside the leased area. Lessor will not be responsible for damage to lessee's equipment or customers vehicles as a result of mowing activities.

10. **Lessee's Responsibilities.** Lessee shall, at its own expense and risk, maintain the premises and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty accepted. In the event Lessee should neglect to reasonably maintain the premises, Lessor shall have the right, but not the obligation, after written notice and a reasonable opportunity to correct the alleged condition, to cause repairs or corrections to be made, and any reasonable costs, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

Lessee is encouraged to erect signage at parking locations to help invitees navigate and ensure correct parking locations.

Lessee has stated their intention to install perimeter fencing around the leased premises to limit accessibility and prevent unauthorized access. Lessee also intends to install security cameras and guard shacks on leased premises and provide roving patrols for added security.

Lessee shall ensure that their customers will not park in parking lots or spaces not identified in this lease. Lessee, will be given an opportunity to remove their customer's cars from prohibited areas after being made aware of the parking violation. If Lessee does not correct the parking violation, the Lessor will have vehicles at vehicle owner's expense.

11. **Alterations.** Lessee shall make no additions or alterations to the improvements of the leased premises without the written permission of the Airport Manager.

12. **Condition and Surrender.** By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, and accepts the same in an "as is" condition. Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section I and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs, therefore, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

13. **Hold Harmless Covenant.** Lessee covenants and agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of Lessee, his agents, servants, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

14. **Insurance.** The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.

A. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.

B. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.

C. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of One Million Dollars (\$1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of One Hundred Thousand Dollars (\$100,000.00) for property damage growing out of any accident or other cause.

D. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars (\$500,000.00), for any vehicles operated by Lessee on the airfield.

E. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

15. **Relationship of Parties.** This relationship between Lessor and Lessee is not a bailment and in no way is to be construed to be a bailment. Lessor shall not be liable for any acts or omissions of Lessee or an independent contractor. Nor shall the Lessor be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport.

16. **Events of Default.** If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of ten (10) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, any such event shall be deemed to be an event of default by Lessee under this lease.

17. **Remedies.** Upon the occurrence of any event of default specified in Section 16 hereof, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this lease in which event Lessee shall immediately surrender the premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination.
- (b) Enter upon the premises by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

No reentry or taking possession of the premises by Lessor shall be construed as an election on its part to terminate this lease, unless a written notice of such intention be given to Lessee. Notwithstanding any such re-letting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession. Should Lessor at any time terminate this lease for any default, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of such default, including cost of recovering the premises and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the reasonable rental value of the premises for the remainder of the said term, all of which amounts shall be immediately payable from Lessee to Lessor.

18. **Cancellation.** After the expiration of the initial term and not before, Lessee and Lessor shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than thirty (30) days written notice of its interest to cancel this lease to the other party. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises before the effective date of such cancellation. After the

effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at the will of Lessor.

19. **Assignment or Sublease**. Lessee agrees not to assign the premises leased, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent which shall not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein, without Lessor's written consent, and Lessor's consent shall not be unreasonably withheld. Lessee shall have no right to sublease any part of this lease or of the lease premises.

20. **Right of Entry**. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

21. **Compliance**. Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, including FAA approved Certification Manual, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.

22. **Airport Regulations**. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.

23. **Air Operations Area Security**. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Federal Aviation Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.

24. **Airport Hazard**. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

25. **Affirmative Action**. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

26. **Notices.** Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

AIRPORT MANAGER
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

Lennie Stephens, Owner
L&L Leasing, LLC
713 Kirby St
Lake Charles, LA 70601
1 Tel. 601-270-4965
LPS8158@Yahoo.com

or to such other addresses as the parties may designate to each other in writing from time to time.

ATTEST

DATE

[Signature]
9-13-2022

JEFFERSON COUNTY, TEXAS LESSOR

BY:

Dated:

[Signature]
 Jeff Branick, County Judge

Jefferson County, Texas

09/13/2022



LESSEE

BY:

Dated:

Lennie Stephens, Owner

L&L Leasing, LLC.

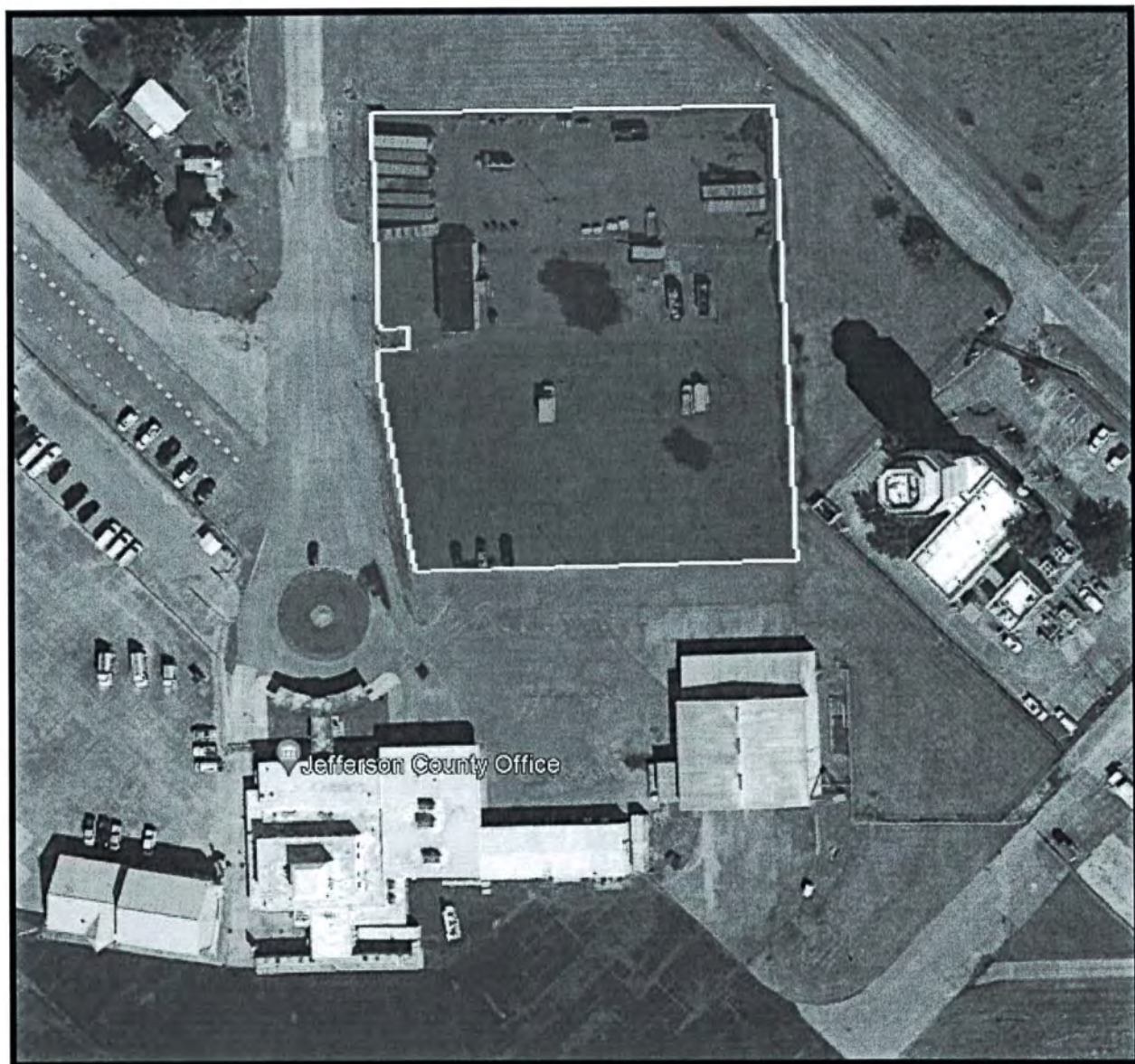
Leased Premises

Hangar 7 Parking Lot

Commercial Terminal Lot #5



Jerry Ware Terminal Parking Lot:



**AGENDA ITEM****September 13, 2022**

Receive and file executed SAVNS Maintenance Contract OAG No. C-00317.

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-00317

This grant contract ("Grant Contract") is executed between the Office of the Attorney General (OAG) and Jefferson County (GRANTEE) for certain grant funds. The OAG and GRANTEE may be referred to in this Grant Contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety, and support the rights of victims of crime. To ensure a standard statewide service to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities"), including GRANTEE, the OAG makes grant funds available for eligible expenses related to SAVNS services delivered to GRANTEE by the vendor certified by the OAG.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 11, 2019. After an evaluation of offers, the OAG identified, certified, and entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG Vendor Certification and Service Agreement ("OAG Certification Agreement") is/was from September 1, 2019 to August 31, 2020 ("Initial Term"). On June 25, 2020, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2020 and end on August 31, 2022 ("First Renewal Term"). On August 25, 2022, OAG exercised its right to renew the OAG Certification Agreement with the renewal term to begin on September 1, 2022 and end on August 31, 2023 ("Second Renewal Term"). The vendor certified to provide the services is Appriss Insights, LLC., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. TERM OF THE CONTRACT

This Grant Contract shall begin on September 1, 2022 and shall terminate August 31, 2023, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Service Contract. GRANTEE shall execute a service

agreement with the Certified Vendor to provide services consistent with, and subject to the limitations contained in, the OAG Certification Agreement and documents incorporated therein. Specifically, the Participating Entity Service Contract attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the Certified Vendor. All grant funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Service Contract, as attached hereto, and in addition to any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Service Contract or to any executed Participating Entity Service Contract between GRANTEE and the Certified Vendor, except as specifically authorized within this Grant Contract in Section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached hereto as Exhibit B.

3.1.1 Authorized Modifications to the Participating Entity Service Agreement. GRANTEE is hereby authorized, without additional approval of the OAG, to include additional terms, conditions, or requirements related to the following sections of the Participating Entity Service Agreement as attached hereto as Exhibit B:

- a. Section 6 Additional Services: GRANTEE may require, negotiate, and include additional terms or conditions relating to the mutual agreement, provision, and payment for Additional Services that do not otherwise modify, impact, or limit the services required under the exemplar Participating Entity Service Agreement;
- b. Section 7.1 Performance Reports: GRANTEE may require reports relating to the performance standards and requirements of the SAVNS system under the exemplar Participating Entity Service Agreement;
- c. Section 7.2 Performance Remedies: GRANTEE may require additional terms or conditions relating to the calculation and withholding mechanism for Certified Vendor's failure to meet its performance requirements the exemplar Participating Entity Service Agreement;
- d. Sections 9.2(a) and 9.2(b)(iii) Standard of Care: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- e. Sections 9.3(b), 9.3(c), and 9.3(d) Information Security: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the

- Participating Entity Service Agreement by reference;
- f. Section 9.4(b)(iv) Security Breach Procedures: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- g. Section 9.5 Oversight of Security Compliance: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- h. Section 10.4 Exclusions: GRANTEE may require Certified Vendor to comply with its own internal security standards, in addition to any security standards included in the exemplar Participating Entity Service Agreement, and incorporate such standards into the Participating Entity Service Agreement by reference;
- i. Section 12.1 Limitation of Liability: The Certified Vendor may request a limitation of liability to be included. It is incumbent on the GRANTEE to determine if the proposed limitation is sufficient, permissible under applicable state and local law, and whether or not to include and incorporate such limitation into the Participating Entity Service Agreement;
- j. Section 12.2 Indemnification: GRANTEE may require, negotiate, and include additional or alternative indemnification provisions, to the extent such provisions are permissible under applicable state and local law, either in addition to or in lieu of those included within the Participating Entity Service Agreement; and
- k. Section 14.5 Dispute Resolution: GRANTEE may require specific dispute resolution provisions compliant with its local laws, regulations, and other policies applicable to the GRANTEE.

3.1.2 Executed Copy of Financial Participating Entity Service Contract Required.

GRANTEE is hereby placed on immediate financial hold, consistent with Section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Service Contract along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein in accordance with and as required by this section. To the extent the executed Participating Entity Service Contract includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Service Contract as attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Service Contract in accordance with and as required by this section and consistent with the exemplar Participating Entity Service Contract as attached here as Exhibit B.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate, and relevant to support the SAVNS Services; verify the Certified Vendor’s performance according to the Participating Entity Service Contract; satisfactorily discharge GRANTEE’s obligations as described in the Participating Entity Service Contract; and identify and dedicate GRANTEE staff, resources, and equipment necessary to maintain the SAVNS services in the Participating Entity Service Contract.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the Certified Vendor as provided in the Participating Entity Service Contract as well as this Grant Contract. GRANTEE will execute a Participating Entity Service Contract with the Certified Vendor for the term of this Grant Contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE, and the other Statewide Stakeholders in the overall monitoring, inspection, and verification of the Certified Vendor’s performances.

3.5 E-Vine Upgrade and Cooperation for Implementation. As part of the Grant Contract award and certification by the OAG, the Certified Vendor will begin transitioning to a new system to deliver the SAVNS services known as “E-Vine” with an expected completion by early FY 2023. E-Vine will provide the GRANTEE enhanced functionality and services such as a Service Provider Directory, an Offender Watch List, a Contact List, a quick escape button and Interactive Voice Response Technology. The OAG will advise GRANTEE of any associated transition activities as needed and GRANTEE shall reasonably cooperate with the Certified Vendor in these transition activities.

3.6 Scope of Services. For the purpose of this Grant Contract, the requirements, duties, and obligations contained in Section 3 of this Grant Contract are collectively referred to as the “Scope of Services.” As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

3.7 Special Conditions. The OAG may, at its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, (“Special Conditions”) on GRANTEE, without notice and without amending this Grant Contract. The OAG, at its sole discretion, may supplement, amend, or adjust the Special Conditions of this Grant

Contract. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2, without further notice, until all Special Conditions are satisfied.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG all applicable reports and forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. Such notice shall be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change. A change in GRANTEE's name requires an amendment to the Grant Contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with actual authority to act on behalf of GRANTEE. To change the grant contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures to ensure the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles or other recognized accounting principle.

4.1.5 Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.1.6 Public Information Act. Information, documentation, and other material in connection with this Grant Contract or the underlying grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, GRANTEE is required to make any information created or exchanged with OAG, the State of Texas, or any state agency pursuant to the Grant Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to OAG, the State of Texas, or any state agency.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports to the extent requested by OAG, in a format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE shall provide a written explanation to the OAG on a quarterly basis to the extent that the performance of the SAVNS system, the Certified Vendor, or the GRANTEE varies from the projected performance thereof as provided in the Maintenance Plan required by Section 3.2 hereunder. In addition to the written explanation, GRANTEE shall promptly answer any questions from the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and

copying by the OAG or its designees.

4.2.4 “Problem Log.” GRANTEE shall establish a “Problem Log” that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem, and when the problem was resolved. GRANTEE shall provide OAG with any and all Problem Logs at OAG’s request.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this Grant Contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Quarterly Requests for Reimbursement. OAG grant funds will be paid on a cost-reimbursement basis no more frequently than quarterly pursuant to the process below. The OAG shall only reimburse actual and allowable allocable costs incurred and paid by GRANTEE during the term of this Grant Contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination or expiration of this Grant Contract. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this Grant Contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this Grant Contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The four quarters for each fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

- 4.3.3 Limited Pre-Reimbursement Funding to GRANTEE.** Notwithstanding Section 4.3.2 above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:
- a. A fully executed Participating Entity Services Agreement with the Certified Vendor for the time period covered by this Grant Contract;
 - b. An invoice from the Certified Vendor which includes the dates covered under this Grant Contract;
 - c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
 - d. An invoice to the OAG that complies with the requirements of the OAG; and
 - e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

4.3.4 Fiscal Year End Required Reports. GRANTEE shall submit fiscal year-end required reports that shall be received by the OAG on or before October 15 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** To the extent the purchase of equipment is authorized under this grant and GRANTEE purchases equipment is purchased with grant funds. GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

4.3.5 Annual Independent Financial Audit Report.

GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine months of the end of the fiscal year of the agency. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

4.3.6 Close Out Invoice GRANTEE shall submit a final invoice not later than forty-five (45) days after the earlier of (1) the termination of this Grant Contract; or (2) the end of each state fiscal

year covered by the term of this Grant Contract.

4.3.7 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this Grant Contract has occurred, such as payments made inadvertently, pre-reimbursement payments that were not expended, or payments made but later determined not to be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG, in its sole discretion, may offset and deduct the amount of the overpayment from any amount owed as a reimbursement under this Grant Contract, or may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct any amount. GRANTEE and/or the Certified Vendor shall promptly refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request; however, as between the OAG and GRANTEE title for equipment will remain with GRANTEE.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this Grant Contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to, the equipment purchased under this Grant Contract, it shall use the proceeds to repair or replace said equipment.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

4.3.10 Debts and Delinquencies. GRANTEE agrees that any payments due under the Grant Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

SECTION 5. OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the

attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between OAG and GRANTEE.

5.3 Payment of Authorized Costs. The OAG shall be obligated to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this Grant Contract. The OAG is not obligated to pay unauthorized costs. Prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Notwithstanding the foregoing, should GRANTEE wish to alter the scope of the grant or change the goals of the grant by adding or eliminating goals which were included in the GRANTEE's final "Scope of Services" included in Section 3 above, such alteration or change may only be achieved by a written, duly executed amendment to this Grant Contract.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this Grant Contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this Grant Contract is first executed. GRANTEE agrees that nothing in this Grant Contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this Grant Contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this Grant Contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this Grant Contract. **GRANTEE agrees that notwithstanding any other provision of this Grant Contract, if the OAG is not appropriated the funds, or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this Grant Contract.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this Grant Contract, without recourse, liability or penalty, upon providing written notice to the other Party thirty (30) calendar days before the effective date of such termination.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions, and provisions of this contract, or if the OAG receives financial reporting which indicates high financial risk, the OAG may, upon written notice of the breach to

GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Contract.

Termination of this Grant Contract for any reason or expiration of this Grant Contract shall not release the Parties from any liability or obligation set forth in this Grant Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this Grant Contract: Sections 4, 5, 7, 11, and 12.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this Grant Contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this Grant Contract. Such funds include those funds representing the number of months of SAVNS services that were previously invoiced and paid by the OAG under this Grant Contract.

6.5 Notices to Certified Vendor. Any termination of this Grant Contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this Grant Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this Grant Contract.

7.2 Records Retention. GRANTEE shall maintain and retain records for a period of seven (7) years after the Grant Contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the Grant Contract or documents are resolved. The records include, but may not be limited to, the Grant Contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under the Grant Contract, any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered. OAG may, at its discretion, direct GRANTEE to retain documents for a longer period of time or transfer certain grant records to OAG custody when it is determined the records possess longer term retention value. GRANTEE must include the substance of this clause in all subcontracts.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this Grant Contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this Grant Contract or through a subcontract under this Grant Contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this Grant Contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this Grant Contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days' notice of any such examination or audit.

7.5 State Auditor. In addition to and without limitation on the other audit provisions of this Grant Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this Grant Contract or indirectly through a subcontract under this Grant Contract. The acceptance of funds by GRANTEE or any other entity or person directly under this Grant Contract or indirectly through a subcontract under this Grant Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this Grant Contract. GRANTEE also represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including but not limited to semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of the Grant Contract, in the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate, and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies in GRANTEE's performance under this Grant Contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this Grant Contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk, or reports of conflict of interest or potential/actual fraud, waste, and abuse, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Grant Contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with the Grant Contract terms and conditions. Corrective action plans, financial hold, and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Grant Contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, including 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this Grant Contract. In instances where multiple requirements apply to GRANTEE, the more restrictive requirement applies.

10.2 Uniform Grant Management Act, TxGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies including Texas Government Code, Chapter 783, and the Texas Grant Management Standards (TxGMS), and any other applicable federal or state grant management standards or requirements. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, which are incorporated herein by reference, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with TxGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE represents and warrants that performance under the Grant Contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE has not given, or offered to give, nor does GRANTEE 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 employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Grant Contract or grant, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract.

10.5 Does Not Boycott Israel. To the extent required by Texas Government Code Section 2271.002, GRANTEE represents and warrants, that neither GRANTEE, nor any subcontractor, assignee, or sub-recipient of GRANTEE, currently boycotts Israel, or will boycott Israel during the term of this Grant Contract. GRANTEE agrees to take all necessary steps to ensure this certification remains true for any future subcontractor or assignee. For purposes of this provision, "Boycott Israel" shall have the meaning assigned by Texas Government Code, Sec. 808.001(1).

10.6 Law Enforcement Funding. To the extent applicable, GRANTEE acknowledges that, under article IX, section 4.01 of the General Appropriations Act for the term covered by this Grant Contract, funds may only be expended under this Grant Contract if GRANTEE is in compliance with all rules developed by the Commission on Law Enforcement or if the Commission on Law Enforcement has certified that GRANTEE is in the process of achieving compliance.

10.7 Restriction on Abortion Funding. GRANTEE acknowledges that, under article IX, section 6.24 of the General Appropriations Act for the term covered by this Grant Contract, and except as provided by that Act, funds may not be distributed under this Grant Contract to any individual or entity that: (1) performs an abortion procedure that is not reimbursable under the State's Medicaid program; (2) is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program; or (3) is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor. Under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, or partner of, or part of any joint venture or joint enterprise with,

the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, or partner of, or part of any joint venture or joint enterprise with the OAG or the State of Texas.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, social media posting, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that GRANTEE may copyright any original books, manuals, films, or other original material and intellectual property developed

or produced out of funds obtained under this Grant Contract, subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or, where applicable, the State of Texas, or if federal funds are expended, the United States Government. GRANTEE hereby grants the OAG an unrestricted, royalty-free, non-exclusive, and irrevocable license to use, copy, modify, reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), at no additional cost to the OAG, in any manner the OAG deems appropriate in the exercise of its sole discretion, any component of such intellectual property.

GRANTEE shall obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the GRANTEE's obligations to the OAG under this Grant Contract. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the OAG such rights, GRANTEE shall promptly bring such refusal to the attention of the OAG Program Manager for the Grant Contract and not proceed with the agreement in question without further authorization from the OAG.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this Grant Contract is considered program income. Unless otherwise required under the terms of this Grant Contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this Grant Contract term; program income not expended in this Grant Contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this Grant Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Grant Contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. OAG shall maintain the complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. In the event OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not

be liable in any manner to GRANTEE's subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

11.8 No Grants to Certain Organizations. GRANTEE confirms by executing this Grant Contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this Grant Contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue.

This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the OAG.

GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue of the suit, action or proceeding.

11.11 U.S. Department of Homeland Security's E-Verify System. GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this Grant Contract who will be working on any matter covered by this Grant Contract.

11.12 No Use of Grant Money for Lobbying. GRANTEE shall not use any grant funds provided by OAG to GRANTEE to influence the passage or defeat of any legislative measure or election of any candidate for public office. GRANTEE represents and warrants that OAG'S payments to GRANTEE and GRANTEE'S receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

11.13 Dispute Resolution Process. The dispute resolution process provided for in Chapter 2009 of the Texas Government Code shall be used to resolve any dispute arising under this Grant Contract including specifically any alleged breach of the Contract by OAG.

11.14 Child Support Obligation Affirmation. GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract,

bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.”

11.15 Excluded Parties. GRANTEE certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.16 Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of the OAG, (3) a person who employs a current or former executive head of the OAG.

11.17 Political Polling Prohibition. GRANTEE represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

11.18 Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that the contract may be terminated and all payments withheld if this certification is inaccurate.

11.19 Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

11.20 Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, the GRANTEE certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract or grant funding and acknowledges that this contract may be terminated and all payments withheld if this certification is inaccurate.

11.21 Cybersecurity Training Program. All GRANTEES must complete a cybersecurity training. If the GRANTEE is a local unit of government, GRANTEE represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If the GRANTEE has access to any state computer system or database, GRANTEE shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with Section 2054.5192 of the

Government Code.

11.22 Debarment and Suspension. GRANTEE certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

11.23 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. GRANTEE represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

11.24 Legal Authority. GRANTEE represents that it possesses legal authority to enter into this Grant Contract. A resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE'S governing body, authorizing the execution of the Grant Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of GRANTEE to act in connection with the Grant Contract and to provide such additional information as may be required.

11.25 Limitations on Grants to Units of Local Government. GRANTEE acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- a. Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- b. Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- c. Sections 2113.012 and 2113.101 of the Texas Government Code

11.26 Open Meetings. If the GRANTEE is a governmental entity, GRANTEE represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

11.27 COVID-19 Documentation. Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. To the extent applicable, Grantee represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085 and is eligible, pursuant to that section, to receive a grant or otherwise enter into a contract payable with state funds.

11.28 Public Camping Ban. GRANTEE certifies that it has not received a final judicial

determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code § 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code § 364.003, or is sued under this section at any point during the duration of this grant, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

11.29 Disaster Recovery Plan. Upon request of OAG, GRANTEE shall provide the descriptions of its business continuity and disaster recovery plans.

11.30 Discrimination Prohibited. To the extent applicable, in accordance with Section 2105.004 of the Texas Government Code, GRANTEE represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

11.31 Force Majeure. Neither GRANTEE nor OAG shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this Grant Contract. To the extent the terms and conditions of this Grant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Grant Contract.

12.2 Entire Agreement, including All Exhibits. This Grant Contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits.

12.3 Amendment. This Grant Contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this Grant Contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this Grant Contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. It is the intent and agreement of the Parties to this Grant Contract that the resulting Grant Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of the Grant Contract will continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Grant Contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this Grant Contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this Grant Contract only in their official capacity.

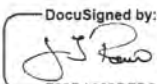
12.7 Signature Authority. The undersigned Parties represent and warrant that the individuals submitting this document are authorized to sign such documents on behalf of the respective parties.

12.8 False Statements. GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the Grant Contract, or any documents submitted in connection with the Grant Contract, then GRANTEE will be in default under the Grant Contract and OAG may terminate or void the Grant Contract.

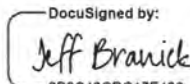
IN WITNESS HEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

**OFFICE OF THE ATTORNEY
GENERAL**

Jefferson County

DocuSigned by:

F33DA093DEB64E9

Printed Name: Josh Reno
Office of the Attorney General

DocuSigned by:

2B2C43CDC17E436

Printed Name: Jeff Branick
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-00317

EXHIBIT A

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this Grant Contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this Grant Contract or arising out of any performance herein shall not exceed the following:

Annual Cost for Jail	Annual Cost for Courts	MAXIMUM REIMBURSABLE COSTS
\$25,212.50	\$4,190.66	\$29,403.16

The annual costs listed above will be billed by the Vendor on a quarterly basis pursuant to the terms of Participating entity Service Agreement (Exhibit B). The OAG is not obligated to pay for services prior to the commencement or after the termination of this Grant Contract.

EXHIBIT B

**THIRD CONTRACT RENEWAL
PARTICIPATING ENTITY SERVICES AGREEMENT FOR THE
STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)**

Contract No.

WHEREAS, the Office of the Attorney General (OAG) is the Texas State agency tasked with certifying a statewide vendor to provide a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, clerks and attorneys, district attorneys, and courts ("Participating Entities");

WHEREAS OAG certified and contracted with **Appriss Insights, LLC. ("Vendor")** as the statewide vendor to provide SAVNS to each of the Participating Entities ("OAG Certification Agreement");

WHEREAS [NAMED ENTITY] as a Participating Entity and VENDOR executed a Participating Services Agreement identified as Contract No. [INSERT CONTRACT NUMBER] under which VENDOR would provide SAVNS to [NAMED ENTITY] (the "Contract");

WHEREAS SECTION 1 of the Contract permitted the [NAMED ENTITY] to, in its sole and absolute discretion, renew the Contract, for four (4) additional one (1) year renewal terms (each a "Renewal Term") to the extent the OAG Certification Agreement, remains in effect;

WHEREAS the OAG exercised its option to renew the OAG Certification Agreement, extending the term thereof to August 31, 2023;

NOW, THEREFORE, THIS **THIRD CONTRACT RENEWAL** is exercised by [NAMED ENTITY] as follows:

The Contract terminated on August 31, 2021, and was renewed through August 31, 2022. The Contract is hereby renewed, with this Third Contract Renewal Term ("Third Renewal Term") to begin on September 1, 2022 and end of August 31, 2023. Pursuant to Section 1 of the Contract, this Third Renewal Term and any subsequent renewals, shall be subject to all specifications and terms and conditions of the Contract, the OAG Certification Agreement, and the Incorporated Documents as defined in Section 2 therein.

[NAMED ENTITY] by:

Signature

Date

Name

Title

Acknowledged by Appriss Insights, LLC.

Signature

Date

Name

Title

Certificate Of Completion

Envelope Id: 668C979B317B4491AFC35CAC5846E649
 Subject: Please DocuSign: FY 2023 SAVNS Grant Contract
 Template ID:
 Template ID Usage Tracking:
 Division Designed Templates:
 Template ID Usage Tracking - List 2:
 Division Designed Templates - List 2:
 Source Envelope:
 Document Pages: 25
 Certificate Pages: 7
 AutoNav: Enabled
 EnvelopeId Stamping: Disabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Karly Watson
 PO Box 12548
 Austin, TX 78711-2548
 Karly.Watson@oag.texas.gov
 IP Address: 204.64.55.14

Record Tracking

Status: Original
 8/26/2022 1:43:32 PM

Holder: Karly Watson
 Karly.Watson@oag.texas.gov

Location: DocuSign

Signer Events

Jeff Branick
 fjackson@co.jefferson.tx.us
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 2B2C43CDC17E436...

Signature Adoption: Pre-selected Style
 Using IP Address: 71.40.211.74

Timestamp

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 Viewed: 8/31/2022 1:47:41 PM
 Signed: 8/31/2022 1:48:36 PM

Electronic Record and Signature Disclosure:

Accepted: 8/31/2022 1:47:41 PM
 ID: 6ccfee19-f579-4b35-9204-1111af011564

Alisha Jackson
 Alisha.Jackson@oag.texas.gov
 Division Chief, Grants Administration Division
 Signing Group: Grants Administration Division Chief
 Security Level: Email, Account Authentication
 (None)

Completed

Using IP Address: 204.64.24.2

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 Signed: 8/31/2022 3:15:46 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gene McCleskey
 Gene.McCleskey@oag.texas.gov
 Division Chief - Crime Victim Services
 Office of the Attorney General of Texas
 Signing Group: Crime Victim Services - Director
 Security Level: Email, Account Authentication
 (None)

Completed

Using IP Address: 204.64.24.2

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Electronic Record and Signature Disclosure:

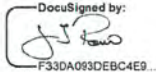
Accepted: 1/14/2019 12:34:26 PM
 ID: 6a746d16-8742-4c15-ace2-f36a64c991b6

Scarlett Tucker
 Scarlett.Tucker@oag.texas.gov
 Signing Group: General Counsel – Contract
 Attorneys
 Security Level: Email, Account Authentication
 (None)

Completed

Using IP Address: 72.48.245.72
 Signed using mobile

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 Signed: 8/31/2022 4:12:06 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Allan Meesey Allan.Meesey@oag.texas.gov Signing Group: General Counsel, Contracts Security Level: Email, Account Authentication (None)	Completed Using IP Address: 204.64.24.2	Sent: 8/31/2022 4:12:09 PM Viewed: 9/2/2022 3:29:39 PM Signed: 9/2/2022 3:30:01 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Bruce Williamson Bruce.Williamson@oag.texas.gov Office of the Attorney General of Texas Signing Group: Budget Analysts (Non-CS) Security Level: Email, Account Authentication (None)	Completed Using IP Address: 204.64.24.2	Sent: 9/2/2022 3:30:04 PM Viewed: 9/2/2022 3:49:33 PM Signed: 9/2/2022 3:49:37 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Josh Reno Josh.Reno@oag.texas.gov Deputy Attorney General for Criminal Justice Office of the Attorney General of Texas Signing Group: Deputy Attorney General for Criminal Justice Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 204.64.55.14	Sent: 9/2/2022 3:49:40 PM Viewed: 9/6/2022 9:57:47 AM Signed: 9/6/2022 9:57:53 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Accounting - DocuSign Contracts ACC_DocuSign_Contracts@oag.texas.gov Signing Group: Accounting - DocuSign Contracts Inbox Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/6/2022 9:57:56 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
GCD Contracts GCDContracts@oag.texas.gov GCD Contracts Office of the Attorney General Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/6/2022 9:57:57 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events		Status	Timestamp
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GADContracts@oag.texas.gov			
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Electronic Record and Signature Disclosure: Not Offered via DocuSign			
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Notary Events		Signature	Timestamp
Envelope Summary Events		Status	Timestamps
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Certified Delivered		Security Checked	9/6/2022 9:57:47 AM
Signing Complete		Security Checked	9/6/2022 9:57:53 AM
Completed		Security Checked	9/6/2022 9:57:58 AM
Payment Events		Status	Timestamps
Electronic Record and Signature Disclosure			

CONSUMER DISCLOSURE

From time to time, Office of the Attorney General (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Electronic signature

An electronic signature is an electronic identifier, created by a computer, attached to or logically associated with an electronic record, executed or adopted by a person with the intent and with the actual authority to sign the record. Your electronic signature has the same legal force and effect as a manual signature. Your electronic signature constitutes your signature, acceptance, and agreement as if you signed in writing.

Security standards

DocuSign provides security assurance with enterprise-wide ISO 27001:2013 certification, xDTM compliance, as well as SSAE 16, SOC 1 Type 2, SOC 2 Type 2 reports. DocuSign delivers data confidentiality with application level AES 256 bit encryption.

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The Public Information Act, chapter 552 of the Texas Government Code, applies to all information we send and receive. The Public Information Act protects information from public disclosure if it is confidential by any law or rule. If we receive a written request for information, the Public Information Act requires us to publicly disclose requested information that is not confidential by law or rule or otherwise excepted from public disclosure. If you receive any information from us in error, you are not authorized to read, print, retain, copy, or disseminate the information. Any information you receive in error may be confidential information that cannot be disclosed without violating the criminal provisions of the Public Information Act or Texas Penal Code section 39.06. If you receive information in error, please immediately send an e-mail to servicedesk@oag.texas.gov to notify us of the error and delete all copies of the information you received.

Getting paper copies

At any time, you may request from us a paper copy of any record we provided or made available electronically to you through the DocuSign system. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Office of the Attorney General

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: servicedesk@oag.texas.gov

To advise Office of the Attorney General of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@oag.texas.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Office of the Attorney General

To request delivery from us of paper copies of the notices and disclosures we previously provided to you electronically, you must send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Office of the Attorney General

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to servicedesk@oag.texas.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take longer time to process.

Required hardware and software

Supported Browsers:	DocuSign supports the latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	Allow per session cookies. Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection. Firewall settings must allow access to the following server: https://docucdn-a.akamaihd.net . DocuSign leverages Akamai as a content delivery service to enhance our application's performance.

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Office of the Attorney General as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made

available to me by Office of the Attorney General during the course of my relationship with you.

**AGENDA ITEM****September 13, 2022**

Consider, possibly approve, authorize the County Judge to execute, receive and file the Certificate of Appointment of Dr. Ezea Ede as the Local Health Authority for Jefferson County pursuant to Texas Health and Safety Code, Sec 121.021.



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

August 31, 2022

Honorable Judge Jeff Branick
Jefferson County Judge
1149 Pearl St
Beaumont, TX 77701

Dear Honorable Judge Branick,

The Commissioners Court appointment of the Local Health Authority in the County will be expiring on **October 20, 2022**.

Please find enclosed four forms which will need to be completed when the appointment to office is made. Instructions for the proper completion and filing of these documents are included. **Once completed, please send by regular mail the originals of the Certificate of Appointment, Statement of Elected/Appointed Officer, Oath of Office, and Contact Information form, to the address below.**

In accordance with Texas Health and Safety Code § 121.021, a Health Authority is a physician appointed to administer state and local laws relating to public health within the appointing body's jurisdiction. A Health Authority serves for a term of two years and may be appointed to successive terms.

Health authorities can be appointed by the following:

- Commissioners courts
- Governing bodies of municipalities
- Local health department directors who are not physicians
- Public health district directors who are not physicians

Under Texas Health and Safety Code § 121.024, a Health Authority is a state officer when performing duties prescribed by state law. A Health Authority shall perform each duty necessary to implement and enforce a law to protect the public health or prescribed by DSHS. Duties include (1) establishing, maintaining, and enforcing quarantine in the Health Authority's jurisdiction; (2) aiding DSHS in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the Health Authority's jurisdiction; (3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the Health Authority's jurisdiction as prescribed by DSHS; (4) reporting on any subject



on which it is proper for DSHS to direct that a report be made; and (5) aiding DSHS in the enforcement of proper rules, requirements, and ordinances; sanitation laws; quarantine rules; and vital statistics collections.

The Texas Department of State Health Services (DSHS) provides support for the appointment of Health Authorities in Texas and maintains the database of appointments. Other DSHS responsibilities include coordination of training activities and availability of reference tools to ensure Health Authorities understand the roles and responsibilities of their office to serve their local communities. For additional information, please see our website <https://www.dshs.texas.gov/rho/> and select Health Authorities.

Following the Commissioners Court re-appointment of the Local Health Authority to your county, please forward completed forms to the address below.

Should you have any questions, please contact my office at (713) 767-3022.

Sincerely,

A handwritten signature in black ink, appearing to read "Greta Etnyre". The signature is fluid and cursive, with the first name "Greta" and last name "Etnyre" clearly distinguishable.

Greta Etnyre, MS, RD, REHS/RS
Deputy Regional Director
Texas Department of State Health Services
5425 Polk St. MC 1906
Houston, TX 77023
713-767-3024

Enclosures (4)

CC: Dr. Ezea Ede



Certificate of Appointment for a Health Authority

The Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

_____ Commissioners Court for JEFFERSON County

_____ Governing Body for the Municipality of _____

X Director, JEFFERSON COUNTY Health Department

_____ Director, _____ Public Health District

I, _____, acting in my capacity as:

(Check the appropriate designation below)

X County Judge or Designee

_____ Mayor or Designee

_____ Non-physician and the Local Health Department Director

_____ Non-physician and the Public Health District Director

do hereby certify the physician, _____, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable),

X Health Authority

_____ Health Authority Designee

for the jurisdiction of JEFFERSON COUNTY, Texas.

Date term of office begins _____, 20__

Date term of office ends _____, 20__, unless removed by law.

I certify to the above information on this the 13th day of September, 2022

Signature of Appointing Official



APPOINTMENT OF HEALTH AUTHORITY

General Instructions

The Texas Department of State Health Services (DSHS) provides support for the appointment of Health Authorities in Texas and maintains the database of appointments. Other DSHS responsibilities include coordination of training activities and availability of reference tools to ensure Health Authorities understand the roles and responsibilities of their office to serve their local communities.

Definition and Term of Office

In accordance with Texas Health and Safety Code § 121.021, a Health Authority is a physician appointed to administer state and local laws relating to public health within the appointing body's jurisdiction. A Health Authority serves for a term of two years and may be appointed to successive terms.

Health authorities can be appointed by the following:

- Commissioners courts
- Governing bodies of municipalities
- Local health department directors who are not physicians
- Public health district directors who are not physicians

Duties

Under Texas Health and Safety Code § 121.024, a Health Authority is a state officer when performing duties prescribed by state law. A Health Authority shall perform each duty necessary to implement and enforce a law to protect the public health or prescribed by DSHS. Duties include (1) establishing, maintaining, and enforcing quarantine in the Health Authority's jurisdiction; (2) aiding DSHS in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the Health Authority's jurisdiction; (3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the Health Authority's jurisdiction as prescribed by DSHS; (4) reporting on any subject on which it is proper for DSHS to direct that a report be made; and (5) aiding DSHS in the enforcement of proper rules, requirements, and ordinances; sanitation laws; quarantine rules; and vital statistics collections.

Required Forms

Each newly appointed Health Authority must file copies of three forms with the Regional Medical Director for the respective DSHS Health Service Region immediately after appointment to office:

1. **Statement of Appointed/Elected Officer:** Constitutional oath that the Health Authority did not give or promise any material, financial, or other reward in return for the appointment.
2. **Oath of Office:** Constitutional oath to execute the duties of the office of Health Authority.
3. **Certificate of Appointment.** Statutory certification from the appointing entity.

Questions

If you have questions regarding the Health Authority appointment process or about completing the forms, please contact your DSHS Health Service Region office or the DSHS Division for Regional & Local Health Services office in Austin at (512) 776-7770. See links below for contact information:

Texas Department of State Health Services Health Service Region Offices. This site includes the information to locate the Regional Medical Director for the appropriate Health Service Region, including addresses, telephone numbers, FAX numbers, and maps of the DSHS Health Service Region Offices.

Map of DSHS Health Service Regions. This page provides a map showing the regional boundaries.



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

CONFIDENTIAL

Local Health Authority Contact Information

Name: ELGA EJE Date: 9/1/22

County/City: JEFFERSON

24/7 Cell Phone: [REDACTED]

Home Phone: [REDACTED] Home Fax: () -

Work Phone: [REDACTED] Work Fax: () [REDACTED]

E-Mail Address: [REDACTED]

Instructions for Completing and Filing the Oath of Office

EXECUTION OF THE OATH OF OFFICE

Pursuant to Texas Constitution art. XVI, § 1 (b) and (c), the Oath of Office may not be taken until a signed Statement of Elected/Appointed Officer has been completed and filed.

ADMINISTRATION OF THE OATH OF OFFICE

The Oath of Office may be administered by anyone authorized under the provisions of Texas Government Code § 602.002. Commonly used officials include notaries public and judges.

The seal of the person administering the Oath should be visible. If the person is a notary public, Texas Government Code § 406.013 requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods."

COMPLETION OF THE OATH OF OFFICE FORM

After the Oath of Office has been administered by a properly designated official, the newly appointed Health Authority should enter his/her name in the appropriate area of the form, sign the form and enter his/her mailing address and telephone number. The person administering the oath should then enter the date on which the oath was administered, enter his/her signature, printed name and title. The seal of the person administering the oath should be affixed in the designated area of the form.

FILING OF THE OATH OF OFFICE

Once the Oath of Office form has been completed and signed by both the Health Authority and the administering official, a copy should be mailed to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services.

Please direct any questions regarding the Oath of Office form and instructions to your DSHS Health Service Region office or to the DSHS Division for Regional & Local Health Services office in Austin at (512) 776-7770.



OATH OF OFFICE

For Health Authorities in the State of Texas

I, EVEREDA, M.D., do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

[Signature]
Affiant

1295 PEARL, BEAUMONT, TX 77701
Mailing Address ZIP

409-835-8580 409-937-5029
(Area Code) Phone Number (day and evening)

eedc@co.jefferson.tx.us
Email Address

SWORN TO and subscribed before me this 13th day of September, 2022

[Signature]
Signature of Person Administering Oath

JEFF BRANICK
Printed Name

County Judge
Title



Instructions for Completing and Filing the Statement of Elected/Appointed Officer

NOTE: *This form must be completed and signed by the newly appointed Health Authority BEFORE the Oath of Office and Certificate of Appointment forms can be completed and filed.*

GENERAL INFORMATION

ALL information must be typed or written legibly.

This document may be sworn to before anyone authorized by Texas Government Code § 602.002 to administer oaths and affidavits. Commonly used officials include notaries public and judges. The seal of the person administering the oath should be visible. If the person is a notary public, Texas Government Code § 406.013 requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods."

COMPLETION OF THE STATEMENT OF ELECTED/APPOINTED OFFICER FORM

Upon making the sworn statement, the newly appointed Health Authority must enter his full name on the appropriate line, and enter the required signature, office to which appointed, and city/county to be served. The official witnessing the oath should complete the date the sworn statement is taken, and then enters his/her signature, printed name and title. The seal of the appointing official should be affixed in the area designated.

FILING OF THE STATEMENT OF ELECTED/APPOINTED OFFICER

Once the Statement of Elected/Appointed Officer has been completed and signed by both the Health Authority and the administering official, a copy should be mailed to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services.

Please direct any questions regarding this Statement of Elected/Appointed Officer form and instructions to your DSHS Health Service Region office or to the DSHS Division for Regional and Local Health Services office in Austin at (512) 776-7770.



THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I EZEK EDE MD do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

[Signature]
Affiant's Signature

EZEK EDE
Printed Name

LOCAL HEALTH AUTHORITY
Position to Which Elected/Appointed

JEFFERSON
City and/or County

SWORN TO and subscribed before me by affiant on this 13th day of September 2022



[Signature]
Signature of Person Authorized to Administer
Oaths/Affidavits

JEFF Branick
Printed Name

County Judge
Title

SECOND AMENDMENT TO ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE REINVESTMENT ZONE

This Second Amendment Abatement Agreement for Property Located in the Reinvestment Zone (this "Amendment") is entered into by and between Jefferson County, Texas ("County") and Port Arthur LNG, LLC ("PALNG") and PALNG Common Facilities Company, LLC ("PALNG CFC") (PALNG and PALNG CFC hereinafter collectively referred to herein as "Owner"), to be effective as of March 25, 2019 ("Effective Date").

WHEREAS, the County and Owner entered into that certain Abatement Agreement For Property Located in the Reinvestment Zone dated March 25, 2019 and on January 14, 2020 the County and Owner entered into that certain Amendment to Abatement Agreement For Property Located in the Reinvestment Zone dated to be effective March 25, 2019 (collectively the "Tax Abatement Agreement"); and

WHEREAS, Owner is the owner of record in County's real property records of the real property on which the project that is the subject of this Amendment ("Project") will be constructed, and the owner of the improvements to the real property that will constitute the Project. Owner has requested that the County modify the Agreement to delay the beginning date of the tax abatement percentages agreed to and the real interests and obligations outlined in the Agreement; and

WHEREAS, it continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Agreement with respect to Owner remain in full force and effect (as amended by this Amendment); and

WHEREAS, the Parties acknowledge that circumstances beyond the control of Owner, specifically difficulties occasioned by COVID-19 and other unanticipated exigencies, have delayed the commencement of construction of the Project and the Owner would suffer the loss of the intended benefits of the original Agreement if this Amendment were not entered into; and

WHEREAS, the County and Owner desire to further amend the Tax Abatement Agreement as more specifically set forth herein;

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual obligations and promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Tax Abatement Agreement is hereby amended as set forth in this Amendment:

1. Capitalized terms used in this Amendment have the same meanings given to them in the Agreement unless otherwise defined herein.
2. Amendment to Section 4. Section 4 of the Agreement is deleted in its entirety and replaced with the following:

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the “Effective Date”). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2026 and shall terminate on December 31, 2035, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2025, this AGREEMENT shall be null and void.

3. Amendments to Section 5. The date of “2024” in the first sentence of Section 5(a) of the Agreement is deleted in its entirety and replaced with the date of “2028”. The date “January 1, 2023” in the first sentence of Section 5(a) of the Agreement is deleted in its entirety and replaced with the date of “January 1, 2028”. The dollar amount “\$5.6 billion” in Section 5(c) of the Agreement is deleted in its entirety and replaced with the dollar amount “\$8 billion”.
4. Amendments to Section 16. Owner contacts for Notice are deleted in their entirety and replaced with the following contacts:

OWNER: Port Arthur LNG, LLC
 PALNG Common Facilities Company, LLC
 1500 Post Oak Blvd, Suite 100
 Houston, TX 77056
 Attn: Asset Management
 Email: PALNGAssetManagement@SempraGlobal.com

With a copy to: Sempra Infrastructure Partners, LP
 1500 Post Oak Blvd, Suite 100
 Houston, TX 77056
 Attn: Chief Legal Officer
 Email: SIGeneralCounsel@SempraGlobal.com

5. Amendment to Tax Abatement Schedule. The Tax Abatement Schedule appended to the end of the Agreement is deleted in its entirety and replaced with the following:

“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1.	2026	100%
2.	2027	100%
3.	2028	100%
4.	2029	100%
5.	2030	100%
6.	2031	100%
7.	2032	100%
8.	2033	100%
9.	2034	100%
10.	2035	100%

6. Ratification. The terms of the Agreement, as amended by this Amendment, comply in all respects with all applicable tax abatement policies, guidelines and criteria. To the extent required by applicable law, the parties agree that the Tax Abatement Agreement

is reinstated as of the Effective Date. As amended by this Amendment, all of the terms, covenants, and conditions of the Agreement, and all rights and obligations of the County and Owner thereunder remain in full force and effect, as amended by this Amendment. Owner re-confirms that it understands and will comply with Section 5(h) of the Agreement.

[remainder of this page blank – signatures follow]

This AMENDMENT is executed in duplicate this 13th day of September 2022 to be effective March 25, 2019.

FOR THE COUNTY:

By: [Signature]

Hon. Jeff R. Branick, County Judge

ATTEST:

By: [Signature] 9-13-2022

Laurie Laura Leister
County Clerk



FOR OWNER:

Port Arthur LNG, LLC

By: [Signature]

James R. Asay
Vice President – Tax

PALNG Common Facilities Company, LLC

By: [Signature]

James R. Asay
Vice President - Tax



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

Donta Miller

Chief of Law Enforcement

dmiller@co.jefferson.tx.us

John Shauberger

Chief of Corrections

jshauberger@co.jefferson.tx.us

MEMORANDUM

DATE: September 7, 2022

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

FROM: Chief Donta Miller

RE: Resolution authorizing a grant

Please consider and possibly approve a Resolution authorizing the grant application of the Bullet-Resistant Shield Grant Program for 2022-2023.

Sincerely,

Chief Donta Miller

Jefferson County Sheriff Office



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 13 day of September 2022, on motion made by Michael Sinegal Commissioner of Precinct No. 3, and seconded by Everette Alfred Commissioner of Precinct No. 4, the following RESOLUTION was adopted:

WHEREAS, The Commissioner's Court of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the Bullet-Resistant Shield Grant Program to be operated for the 2022-2023 calendar year; and that this Grant does not require any matching funds.

WHEREAS, The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the Office of the Governor funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Governor in full.

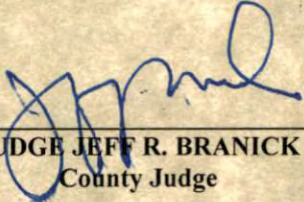
WHEREAS, The Commissioners Court of Jefferson County Texas designates the Honorable Judge Jeff Branick as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the Bullet-Resistant Shield Grant Program Grant to the Office of the Governor.

Grant Number: 4650201

SIGNED this 13 day of September, 2022.




JUDGE JEFF R. BRANICK
County Judge


VERNON PIERCE
Commissioner, Precinct No. 1


MICHEAL S. SINEGAL
Commissioner, Precinct No. 3


DARRELL W. BUSH
Commissioner, Precinct No. 2


EVERETTE D. ALFRED
Commissioner, Precinct No. 4