Regular, 1/14/2025 10:30:00 AM

BE IT REMEMBERED that on January 14, 2025, 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 Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Jeff R. Branick, County Judge
Brandon Willis, Commissioner, Precinct One
Cary Erickson, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS January 14, 2025

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **14th** day of **January 2025** 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:

8:45 a.m. - Announcement of a Workshop to discuss hail damage to historic courthouse roof and interior water damage.

9:30 a.m. – To receive information from the Port of Beaumont regarding Franklin Street rehab.

10:00 a.m. - Receive and consider additional information regarding the Wildfire Grant.

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

The following options are available:

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

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

(a).Consider and approve, execute, receive and file renewal for (IFB 23-057/MR), Term Contract for Inmate Clothing and Supplies for Jefferson County for a first (1) one-year renewal with Acme Supply Company, Bob Barker Company, Inc., Charm-Tex and Victory Supply, LLC, from January 29, 2025 to January 28, 2026 with pricing increases due to production, labor and shipping cost increases as shown in attachment A.

SEE ATTACHMENTS ON PAGES 12 - 21

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

COUNTY AUDITOR:

(a).Consider and approve budget amendment – Constable Pct. 2 – additional cost for vehicle.

SEE ATTACHMENTS ON PAGES 22 - 24

120-3066-425-6007	AUTOMOBILES	$6,407.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		$6,407.00

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(b).Consider and approve budget amendment – Beaumont Maintenance – replacement of van for carpenter shop.

SEE ATTACHMENTS ON PAGES 25 - 26

120-6083-416-6007	AUTOMOBILES	$52,358.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		$52,358.00

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(c).Consider and approve subrecipient agreement with Texas A&M Forest Service in the amount of $9,514,945 for the Texas Community Wildfire Defense Grant. Consider and authorize the County Judge to accept the award and approve all related grant documents.

SEE ATTACHMENTS ON PAGES 27 - 61

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(d).Consider and approve subrecipient agreement with Texas A&M Forest Service in the amount of $124,310 for the Texas Community Wildfire Defense Grant. Consider and authorize the County Judge to accept the award and approve all related grant documents.

SEE ATTACHMENTS ON PAGES 62 - 96

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(e).Consider and approve elimination of one Account Clerk position (Grade 40) with a budget of $49,608 with the Tax office. Consider and approve increasing budgeted amount for Financial Manager (Grade 71) by $122 to be budgeted $99,306. Consider and approve increasing budget amount for four Senior Account Clerk positions (Grade 41) to $56,792 in order to provide equity within all like positions. The total increase for these four positions will be$11,508. Consider and approve reclassing an Accounting Technician (Grade 53) to a Senior Accounting Technician (Grade 56) for an increase of $3,734 to be budgeted $73,000. Consider and approve reclassing an Account Clerk position (Grade 40) with a budget of $49,608 to a Senior Secretary (Grade 45) for an increase of $5,392 to be budgeted $55,000. The net effect of these changes will have an estimated annual savings of $53,000 including fringes.

SEE ATTACHMENTS ON PAGES 97 - 97

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(f).Receive and file renewal of Title IV-E Child Welfare and Legal Services Contracts with the Texas Department of Family and Protective Services. Renewal dates are 10/01/2024 to 09/30/2025.

SEE ATTACHMENTS ON PAGES 98 - 127

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(g). Consider and approve electronic disbursement for $179,878.94 to State Comptroller for Intergovernmental Governmental Transfer for Jefferson County LPPF for the FY25 Graduate Medical Education (GME) Program Advance.

NO ATTACHMENTS

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(h). Consider and approve electronic disbursement for $410,301.73 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(i). Regular County Bills – check #524579 through check #524782.

SEE ATTACHMENTS ON PAGES 128 - 136

Motion by: Sinegal
Second by: Erickson
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

COUNTY COMMISSIONERS:

(a). Consider, and possibly approve the reappointment of Robert Lott, appointed by Commissioner Sinegal, and Daniel Hidalgo, appointed by Commissioner Erickson, as Commissioners for Jefferson County Emergency Services District No. 5, pursuant to Sec. 775.034(a), Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 137 - 139

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(b). Receive and file Oath of Office and Officer's Statement for Sheriff Zena Stephens.

SEE ATTACHMENTS ON PAGES 140 - 147

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(c). Consider, possibly approve and authorize the County Judge to execute a Demolition Waiver for the City of Beaumont for an unsafe structure at 2925 Amarillo in Beaumont, Texas.

SEE ATTACHMENTS ON PAGES 148 - 155

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(d). Consider, possibly approve and authorize Sheriff Zena Stephens to execute an Agreed Order with TCEQ regarding enforcement action at the Jefferson County Correctional Facility under case number 2024-0994-PST-E.

SEE ATTACHMENTS ON PAGES 156 - 161

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(e). Receive and file Agreed Order with TCEQ signed by Sheriff Zena Stephens on January 7, 2025, under cause number 2024-0994-PST-E.

SEE ATTACHMENTS ON PAGES 162 - 167

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(f).Authorize the County Judge to execute a notice of intent to submit all documents necessary for the permitting under the Storm Water Management Plan.

SEE ATTACHMENTS ON PAGES 168 - 208

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(g).Consider and possibly approve allowing the YMBL to construct two concrete pads on the midway at Doggett Park, pursuant to plans submitted and pursuant to the terms of the existing contract for lease with Jefferson County.

SEE ATTACHMENTS ON PAGES 209 - 216

Motion by: Erickson
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

TAX OFFICE:

(a).Consider and approve an erroneous or overpayment property tax refund to Combine Hospitality LLC in the amount of $9,200.00 in accordance with Property Tax Code 31.11

SEE ATTACHMENTS ON PAGES 217 - 220

Motion by: Sinegal
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

ENGINEERING DEPARTMENT:

(a).Consider and possibly approve a Minor Plat of Highway 124 Rodriguez Addition, of a 5.114 acre tract of land into Tracts 1 & 2, out of the L. Hamshire Survey, Abstract No. 667, Jefferson County, Texas. This subdivision is located on State Highway 124 in Precinct #3. This plat has met all of Jefferson County plating requirements.

SEE ATTACHMENTS ON PAGES 221 - 221

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(b). Execute, receive and file Utility Permit 01-U-25 between Jefferson County and AT&T Communications for the purpose of constructing, maintaining or repairing a utility or common carrier for distribution of buried fiber optic cable at Diamond D Estates. This project is located in Jefferson County in Precinct # 1.

SEE ATTACHMENTS ON PAGES 222 - 245

Motion by: Alfred
Second by: Sinegal
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

RISK MANAGEMENT:

(a). Approve, receive and file executed Public Official's Bonds for Kate Carroll, Tax Assessor-Collector; Brandon Willis, Commissioner, Pct. 1; and Everette Cormier, Constable, Pct. 6.

NO ATTACHMENTS

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, Sinegal, Alfred
Action: APPROVED

(b). Consider and possibly approve Public Official's Bond renewals for the following elected and appointed officials: Jevonne Smith-Pollard, Constable, Pct. 1; Bryan Werner, Constable, Pct. 4; Fran Lee, County Auditor; Zena Stephens, Sheriff; Michael Sinegal, Commissioner, Pct. 3; Christopher Bates, Constable, Pct. 2; Gene Winston, Constable, Pct. 8; Deborah Clark, County Purchasing Agent; and Robert Adams, Constable, Pct. 7.

NO ATTACHMENTS

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Willis, Erickson, 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

Regular, January 14, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, January 14, 2025.

Attachment A

Current Pricing
(IFB 23-057/MR) Term Contract for Inmate Clothing and Supplies
Awarded: January 30, 2024

Updated January 6, 2025

				Acme Supply				
Item	**Unit**	**Description**	**Size**	**Yellow**	**Navy Blue**	**Orange**	**Red**	**Green**
1	Each	Inmate Coveralls (Average of 1,000 per year)	X-Sm	$13.00	$13.00	$13.00	$13.00	$13.00
			Small	$13.00	$13.00	$13.00	$13.00	$13.00
			Med	$13.00	$13.00	$13.00	$13.00	$13.00
			Large	$13.00	$13.00	$13.00	$13.00	$13.00
			X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			1X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			2X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			3X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			4X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			5X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			6X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			7X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			8X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			9X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			10X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			11X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			12X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			13X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			14X-L	$13.00	$13.00	$13.00	$13.00	$13.00
			15X-L	$13.00	$13.00	$13.00	$13.00	$13.00

				Victory Supply
Item	**Unit**	**Description**	**Size**	**Unit Price**
2	Each	Inmate Jackets (unlined) (Average of 500 per year)	X-Sm	$17.66
			Small	$17.66
			Med	$17.66
			Large	$17.66
			X-L	$17.66
			1X-L	$17.66
			2X-L	$18.04
			3X-L	$19.29
			4X-L	$19.83
			5X-L	$20.35
			6X-L	$20.86

				Charm-Tex
Item	**Unit**	**Description**	**Size**	**Unit Price**
3	Each	Inmate Jackets (lined) (Average of 500 per year)	X-Sm	~~$19.90~~ $21.90
			Small	~~$19.90~~ $21.90
			Med	~~$19.90~~ $21.90
			Large	~~$19.90~~ $21.90
			X-L	~~$19.90~~ $21.90
			1X-L	~~$19.90~~ $21.90
			2X-L	~~$19.90~~ $21.90
			3X-L	~~$20.54~~ $22.54
			4X-L	~~$20.90~~ $22.90
			5X-L	~~$21.90~~ $23.90
			6X-L	~~$22.90~~ $24.90

Note: Size X-Small and Small are the same size.

					Bob Barker
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
4	Pair	Deck Shoe with Toecap (Average of 300 pair per year)	Navy Blue	5	$4.99
			Navy Blue	6	$4.99
			Navy Blue	7	$4.99
			Navy Blue	8	$4.99
			Navy Blue	9	$4.99
			Navy Blue	10	$4.99
			Navy Blue	11	$4.99
			Navy Blue	12	$4.99
			Navy Blue	13	$4.99
			Navy Blue	14	$4.99
			Navy Blue	15	$4.99

				Bob Barker
Item	**Unit**	**Description**	**Size**	**Unit Price**
5	Pair	Leather Boot -- Black (Average of 50 per year)	7	$19.99
			8	$19.99
			9	$19.99
			10	$19.99
			11	$19.99
			12	$19.99
			13	$19.99
			14	$19.99

					Bob Barker
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
6	Each	Mattress (Average of 300 per year)	No Color Specified	25"x75"x4.5"	$91.23

					Charm-Tex
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
7	Each	Mattress Cover – Fabric (Average of 400 per year)	Blue	30" x 75" x 4"	$7.50

Note: Order by the dozen $89.90.

					Acme Supply
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
8	Each	Inmate Blanket (Average of 400 per year)	Blue	66"x90"	$7.00

					Acme Supply
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
9	Doz.	Inmate Bath Towel (Average of 85 dozen per year)	White	30"x40"	$9.60

					Charm-Tex
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
10	Each	Laundry Bag (Average of 100 per year)	White	18"x30"	$2.54

					Bob Barker
Item	**Unit**	**Description**	**Color**	**Size**	**Unit Price**
11	Each	Laundry Bag (mesh) (Average of 100 per year)	White	18" x 24"	$1.76

Note: Sold per DZ

Victory Supply LLC
7025 Industrial Park Rd.
Mount Pleasant, TN 38474
Attn: Bruce Miller
Phone: (888) 376-1205
bids@victorysupplyinc.com

Charm-Tex
1618 Coney Island Ave.
Brooklyn, NY 11230
Attn: Stan Danzger
Phone: (718) 252-8100
stan@charm-tex.com

Bob Barker Company, Inc.
7925 Purfoy Road
Fuquay Varina, NC 27526
Attn: Ryan McNeill
Phone: (800) 334-9880
ryanmcneill@bobbarker.com

Acme Supply Co.
10 Cedar Swamp Rd, Suite 7
Glen Cove, NY 11542
Attn: Zaheer Sheik
Phone: (800) 567-8025
bn@acmesupply.us

CharmTex
JAIL & SUPPLIES

December 12, 2024

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

Subject: Request for Price Adjustment – IFB 23-057/MR Term Contract for Inmate Clothing and Supplies

Dear Cindy,

Charm-Tex respectfully submits this formal request for a price adjustment on item #3, **Inmate Jackets**, under the current contract IFB 23-057/MR.

This request is necessitated by a significant increase in costs associated with raw materials, labor, and manufacturing over the past 12 months. These rising costs have directly impacted our ability to maintain the current pricing structure while upholding the quality and standards expected under the terms of the contract.

We propose an adjustment to the unit price of item #3 of $2.00 per jacket. This increase reflects only the additional costs incurred and ensures we can continue providing the same level of service and product quality.

Charm-Tex remains committed to fulfilling all obligations under this contract and values the opportunity to continue serving Jefferson County. We are open to discussing this matter further and providing any necessary documentation to support our request.

Thank you for your attention to this matter. Please feel free to contact me if you have any questions or require additional information.

We appreciate your understanding and consideration.

Sincerely,

K. Kellner

Kaily Kellner
Bid & Contract Coordinator

CONTRACT RENEWAL FOR IFB 23-057/MR
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Bob Barker Company, Inc. for one (1) year, from January 30, 2024 to January 29, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from January 29, 2025 to January 28, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

1/14/2025

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Bob Barker Company, Inc.

Ryan McNeill

(Name)

CONTRACT RENEWAL FOR IFB 23-057/MR
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Acme Supply Co. for one (1) year, from January 30, 2024 to January 29, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from January 29, 2025 to January 28, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk
1/14/2025

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Acme Supply Co.

(Name)

CONTRACT RENEWAL FOR IFB 23-057/MR
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Charm-Tex for one (1) year, from January 30, 2024 to January 29, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from January 29, 2025 to January 28, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

1/14/2025

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Charm-Tex

(Name)

CONTRACT RENEWAL FOR IFB 23-057/MR
TERM CONTRACT FOR INMATE CLOTHING AND SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Victory Supply, LLC for one (1) year, from January 30, 2024 to January 29, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from January 29, 2025 to January 28, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

1/14/2025

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Victory Supply, LLC

(Name)

Outlook

Budget Amendment and New Vehicle Quote

From Linda Cormier <Linda.Cormier@jeffcotx.us>
Date Tue 1/7/2025 3:01 PM
To Fran Lee <Fran.Lee@jeffcotx.us>
Cc Chris Bates <cbates2003@gmail.com>

1 attachment (49 KB)
New Quote for Vehicle.pdf;

Fran,
Per our conversation this date, attached is the new vehicle quote of $52,166.20 from Ken Durbin on the purchase of Constable Bates' new Chevy Tahoe. This quote is $6,406.20 more than the original quote of $45,760.00 received during budget hearing. Please transfer the amount of $6,407.00 to Constable Bates' budget to take care of the difference. Your help is greatly appreciated.

Thank you,

Linda Cormier
Chief Clerk
Constable Christopher Bates, Pct 2
Jefferson County, TX
(409) 983-8335, Fax (409) 983-8320

BUYBOARD # 521-16
Vehicles and Heavy Duty Trucks
PRODUCT PRICING SUMMARY BASED ON CONTRACT

VENDOR: SILSBEE FORD & SILSBEE TOYOTA
1211 U.S. HWY 96N
SILSBEE, TX 77656

End User: JEFFERSON COUNTY CONS. # 2 **Silsbee Rep:** KEN DURBIN
Contact: DONTA MILLER MO # 284-1082 **Phone/email:** KDURBIN.COWBOYFLEET@GMA
Phone/email: DONTA.MILLER@JEFFCOTX.US **Date:** Thursday, January 2, 2025
Product Description: CHEVROLET TAHOE

A. Bid Series: 10 **A. Base Price:** $ 32,089.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
1	CHEVROLET TAHOE PPV	$ 8,845.00		BLACK EXT / GRAY INT	
1	5.3L V-8 GAS ENGINE				
	POWER GROUP / WINDOWS & LOCKS			CUSTOMER PICK UP	
	REAR VIEW CAMERA				
	BLUE TOOTH				
	REVERSE SENSING				
	REMOTE START				
	RUNNING BOARDS				

Total of B. Published Options: $ 8,845.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 30.0 %

Options	Bid Price	Options	Bid Price
RADIO SUPPERSSION PKG.	$ 125.00		
2025 MODEL UPGRADE	$ 12,150.00		

Total of C. Unpublished Options: $ 12,275.00

D.	**Pre-delivery Inspection:**	$ -
E.	**Texas State Inspection:**	$ -
F.	**Manufacturer Destination/Delivery:**	$ -
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ 445.75
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ 111.45
I.	**Contract Price Adjustment:**	
J.	**Additional Delivery Charge:** 0 miles	$ -
K.	**Subtotal:**	$ 53,766.20
L.	**Quantity Ordered** 1 x K =	$ 53,766.20
M.	**Trade in:** 2013 CHEV 1GNLC2E02DR353504 MILES 188,885	$ (2,000.00)

N.	**BUYBOARD Administrative Fee ($400 per purchase order)**	**$ 400.00**
O.	**TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE**	**$ 52,166.20**

To: Fran Lee / Auditing Department

From: Greg Keller / Maintenance Department

Date: January 6, 2025

Subject: Budget Transfer

We are requesting that you Transfer $52, 357.20 from Acct #120-6083-416-60-07 (Capital Outlay/Automobiles) To replace the 2005 van that is 20 years old for the Carpenter Shop we use to pick up materials with, per Joe from the Service Center. This will help us thru remainder of budget year '25-'26. If you have any questions please call ext. 8511.

Thank you,

GK/pa

BUYBOARD # 600-19
Vehicles and Heavy Duty Trucks
PRODUCT PRICING SUMMARY BASED ON CONTRACT
VENDOR: LAKE COUNTRY CHEV

JASPER,TX

End User: JEFFERSON COUNTY
Contact: MISTEY REEVES O-835-8593
Phone/email: MISTEY.REEVES@JEFFCO.TX.US
Product Description: CHEV CITY EXPRESS

Silsbee Rep: KEN DURBIN
Phone/email: KDURBIN.COWBOYFLEET@GMA
Date: Thursday, October 10, 2024

A. Bid Series: 36 — A. Base Price: $ 19,567.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
15S60	2024 CHEVY CITY EXPRESS 15 PASS	$ 14,885.00		WHITE EXT / GRAY INT	
	5.0L GAS ENGINE	$ -		UNIT IN STOCK AS OF 9-10-24	
	AUTOMATIC TRASMISSION	$ -			
AT6	KEYLESS ENTRY	$ 275.00			
U07	REAR PARK ASSET	$ 295.00	1	CLASS # 4 TRAIL HITCH W-7 POINT	$ 585.00
UFT	SIDE BLIND ZONE ALERT	$ 395.00		TRAILER WIRING.	
5H1	2 X-TRA KEYS	$ 125.00	1	VINYL OVERLAY FLOORING	$ 299.00
1	TINT WINDOWS DARK BACK-LEGAL	$ 499.00	4	4 TIE DOWNS MOUNTED IN REAR	$ 310.00
	FRONT 2 DOORS.			OF CARGO AERA	
1	REAR AIR & HEAT	INC	1	RUNNING BOARDS BLACK PLATED	$ 845.00
				Total of B. Published Options:	$ 18,513.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 36.0 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG	$ 125.00	ATTN: IN STOCK # R1274715	
2023 MODEL & GPC CHANGE	$ 12,150.00		
EQ SERVICES	$ 1,445.00		
		Total of C. Unpublished Options:	$ 13,720.00

D.	Pre-delivery Inspection:	$ -
E.	Texas State Inspection:	$ -
F.	Manufacturer Destination/Delivery:	$ -
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$ 445.75
H	Lot Insurance (for in-stock and/or equipped vehicles):	$ 111.45
I.	Contract Price Adjustment:	
J.	Additional Delivery Charge: 0 miles	$ -
K.	Subtotal:	$ 52,357.20
L.	Quantity Ordered 1 x K =	$ 52,357.20
M.	Trade in:	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$ -
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$ 52,357.20

TEXAS A&M FOREST SERVICE

October 18, 2024

Judge Jeff Branick
Jefferson County
1149 Pearl Street
Beaumont, TX 77701

Re: Community Wildfire Defense Grant
2023 Community Wildfire Defense Grant Application UEI #EKC1BVNLJXA8
Grant Funded Through U.S. Department of Agriculture – U.S. Forest Service
Award #24-DG-11083148-401, CFDA #10.720

I am pleased to inform you that the Texas A&M Forest Service grant selection committee recently met and approved your Community Wildfire Defense Grant funding from the U.S. Department of Agriculture, U.S. Forest Service.

Grant Number:	CO-25-040
Grant Award Amount:	$9,514,945.00
Grant Funded Project:	Fuels Mitigation Program
City/County:	Jefferson County

Instructions for completing the paperwork associated with this grant funding **prior to any project completion or purchase** are as follows:

Attached is a copy of your application packet for the 2024 Community Wildfire Defense Grant. Please keep this copy for your files. Due to the grant application being submitted online, we are asking that the approved grantee sign and return the application signature page enclosed. Also enclosed is a W-9 form and the Terms and Conditions of Individual Grant Award document. Please review, complete, and sign these three documents with your original signature.

Please return these documents by January 18, 2025. Failure to return these documents by January 18, 2025 may result in this funding being withdrawn. The grant recipient and/or representative signing these grant documents must be the legal representative or have legal authority to act on the grant recipient's behalf for the project(s) in the attached application.

When the Texas A&M Forest Service receives your documents, the Texas A&M Forest Service will review the paperwork for proper signatures and then will forward a notice to proceed back to the grantee. **Please do not complete any work or begin to expense funds on your fuels mitigation program projects until you have received written notification from the Texas A&M Forest Service to proceed with your projects.** Should you complete work or expense funds on your project(s) without written approval to proceed from the Texas A&M Forest Service,

your grant funding may not be reimbursable. We have enclosed a copy of your grant application for your reference.

Grant reimbursement payments will be made subject to submitting the required documentation as part of a reimbursement request. The Texas A&M Forest Service will reimburse only for expenses described explicitly in your application and that are permissible by the Fiscal Year 2023 Community Wildfire Defense Grant Notice of Funding Opportunity (NOFO).

Finally, grant recipients who receive $500,000 or more in federal assistance from all sources must comply with federal Single Audit Act requirements, as detailed on OMB circular A-133, available upon request. This means that grant recipients may have to hire an accounting firm to review your internal cost accounting procedures and compliance with federal regulations and laws. If applicable, this independent audit must be performed for each fiscal year that you receive federal funds, and a copy of the audit report sent to the Texas A&M Forest Service program administrator for review.

If you have any questions about this process, please contact Austin Ludolph at (512) 354-5790 or Austin.Ludolph@tfs.tamu.edu. You can also contact the Texas A&M Forest Service CWDG Team at cwdg@tfs.tamu.edu.

Sincerely,

Austin P. Ludolph

Austin Ludolph
Program Coordinator I
Texas A&M Forest Service

Enclosures

APL

TEXAS A&M FOREST SERVICE

SUBRECIPIENT AGREEMENT

Subrecipient: Jefferson County
Subcontract Amount: $9,514,945.00
IDC Rate: 10.00%

Subcontract Period: 9/3/24 – 7/1/29
UEI: EKC1BVNLJXA8
Subcontract #: CO-25-040

This AGREEMENT is between the Texas A&M Forest Service, an agency of the State of Texas and member of The Texas A&M University System ("TFS"), and Jefferson County ("SUBRECIPIENT").

TFS and the United States Department of Agriculture, Forest Service ("SPONSOR"), have entered into prime grant/contract 24-DG-11083148-401, further identified as TFS account 429504, which involves the project entitled "Texas Community Wildfire Defense Grant Competitive" (see Appendix B). With funding provided by the United States Department of Agriculture, Forest Service Community Wildfire Defense Grant, Jefferson County will conduct a wildfire fuels mitigation program.

The parties agree as follows:

ARTICLE 1. SCOPE OF WORK

To complete the work of conducting a wildfire fuels mitigation program, grant funding may be used specifically and solely for the projects, materials, and related costs described in their submitted grant application.

Specifically, objectives are as follows:

Objective 1: Conduct a wildfire fuels mitigation program that clears 371 miles (1798 acres) of right-of-way hazardous fuels, twice, conduct mechanical thinning of vegetation, and conduct chemical treatment of invasive plant species around high-risk critical facilities located in the Wildland-Urban Interface (WUI) and identified in the Jefferson County Hazard Mitigation Action Plan.

Objective 2: Implement wildfire education, inspection, and outreach programs including but not limited to targeting key high-risk parcels surrounding critical infrastructure and facilities, coordinating with critical partners to facilitate a unified message and implementation strategy, conducting annual public wildfire education events, incident management and resolution coordination, identification of other grant funding sources, supporting the county, city, or community Firewise programs and certifications, scoping de-fueling efforts with property owners, and obtaining rights of entry for targeted parcels. Specifically, target the 135 areas surrounding critical facilities in the WUI for outreach, education, and inspection programs, and gain rights of entry for the clearance of 1,000 acres of targeted parcels by inspecting 3,000 parcels. Additionally, the WUI

Structure/Parcel/Community Fire Hazard Mitigation Methodology (HMM) digital system will be developed for use.

ARTICLE 2. PERIOD OF PERFORMANCE

The period of performance for this AGREEMENT commences on September 3, 2024, and terminates on July 1, 2029, unless extended by agreement in writing between the parties, or unless terminated by TFS as provided in ARTICLE 9.

ARTICLE 3. PROJECT DIRECTION

TFS hereby names Austin Ludolph (512) 354-5790 as its PROJECT DIRECTOR. The PROJECT DIRECTOR shall exercise the technical direction of this project on TFS's behalf within the general scope of work. SUBRECIPIENT shall refer all matters affecting the terms of this AGREEMENT or the administration thereof to the PROJECT DIRECTOR, including but not limited to, changes in the scope of work, period of performance, cost, and report requirements. SUBRECIPIENT acknowledges that the PROJECT DIRECTOR is not authorized to amend or waive, on behalf of TFS, any terms of this AGREEMENT.

ARTICLE 4. CONSIDERATION AND PAYMENT

As consideration for its performance under this AGREEMENT, TFS shall pay SUBRECIPIENT a cost-reimbursable amount not to exceed $9,514,945.00. SUBRECIPIENT may use grant and matching funds for salary and benefits and additional match will consist of office expenses, supplies, and equipment. TFS shall pay on a reimbursement basis upon submission of approved cost records AND a project final report. TFS may accept interim reports detailing partial project accomplishments and costs for partial payment. Payment of invoices shall be contingent upon approval by the PROJECT DIRECTOR. SUBRECIPIENT shall provide proof-of-payment records for all purchases. These include source documentation such as invoices, cancelled checks, paid receipts, payroll or time and attendance records and contract documents. SUBRECIPIENT shall retain cost records for at least three years following conclusion of the project. All payments are provisional and subject to adjustment within the total estimated cost if adjustment is necessary due to an adverse audit finding against SUBCRECIPIENT.

ARTICLE 5. NOTICES

Any notices required or permitted under this AGREEMENT must be in writing and will be deemed given: (a) three business days after it is deposited and postmarked with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Each party may change its notice address by sending to the other party a notice of the new address. Notices must be addressed as follows:

TFS Administrative Contact:

Texas A&M Forest Service
ATTN: Austin Ludolph, Program Coordinator I

1328 FM 1488
Conroe, TX 77384
Telephone no: 512-354-5790
Email: Austin.Ludolph@tfs.tamu.edu

Subrecipient's agent:

Jefferson County
ATTN: Jeff Branick, County Judge
1149 Pearl Street
Beaumont, TX 77701
Telephone no: 409-835-8466
Email: jbranick@co.jefferson.tx.us

ARTICLE 6. INDEPENDENT CONTRACTOR

This AGREEMENT is not intended to create and does not establish a partnership, joint venture, or employment relationship between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. This AGREEMENT is not intended to make employees of either party employees of the other; nor is it intended to make the employees of either party entitled or eligible to participate in any benefits or privileges given or extended by the other party to its employees.

ARTICLE 7. LIABILITY

At all times during and after the termination of this AGREEMENT, SUBRECIPIENT shall, to the extent authorized under Texas law, indemnify and defend TFS, The Texas A&M University System, its regents, officers, employees, and affiliates against any claim, proceeding, demand, liability, or expense (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expense, or liability of any kind arising out of or in connection with SUBRECIPIENT's performance under this AGREEMENT, except to the extent that such loss, claim, damage or other liability arises from the negligence or willful misconduct of TFS.

At all times during and after the termination of this AGREEMENT, TFS shall, to the extent authorized under Texas law, indemnify and defend SUBRECIPIENT, its directors, officers, employees, and affiliates against any claim, proceeding, demand, liability, or expense (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses, or liability of any kind arising out of or in connection with TFS's performance under this AGREEMENT, except to the extent that such loss, claim, damage or other liability arises from the negligence or willful misconduct of SUBRECIPIENT.

ARTICLE 8. RECORDS AND AUDIT

All costs incurred by SUBRECIPIENT in the performance of this AGREEMENT are subject to final review and audit by representatives of SUBRECIPIENT's cognizant Federal Audit Agency;

the Comptroller General of the United States; the General Accounting Office; and/or TFS. SUBRECIPIENT shall maintain documents required by applicable Federal Cost Principles and FAR 52.215-1 (Examination of Records by Comptroller General) to support all invoiced costs during and for at least three years after termination of this AGREEMENT or, if under audit, for as long as is required to resolve. During this period, SUBRECIPIENT shall make such records available for inspection by the audit representatives during normal business hours.

ARTICLE 9. TERMINATION

TFS may terminate this AGREEMENT by written notice to SUBRECIPIENT. Upon termination, TFS shall reimburse SUBRECIPIENT as specified in Article 4 for all allowable costs and non-cancelable commitments incurred in the performance of this AGREEMENT to the date of termination, such reimbursement not to exceed the not-to-exceed cost specified in Article 4.

ARTICLE 10. CERTIFICATIONS

SUBRECIPIENT, and SUBRECIPIENT's authorized representative who signs this AGREEMENT, hereby certify, to the best of their knowledge and belief, to the following:

Certification Regarding Lobbying (2 CFR 200.450)
No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, in accordance with 2 CFR 200.450. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, SUBRECIPIENT shall complete and submit SF-LLL, "Disclosure Form to Report Lobbying," to TFS. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)
Neither SUBRECIPIENT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records
SUBRECIPIENT shall provide TFS with notice of any adverse findings which impact this AGREEMENT. SUBRECIPIENT certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and shall supply a certification, attached hereto as APPENDIX A, for each fiscal year that this AGREEMENT is in effect. SUBRECIPIENT shall provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

SUBRECIPIENT shall inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Reporting Subawards and Executive Compensation.
SUBRECIPIENT shall comply, to the extent applicable, with the award terms in U.S. OMB regulatory guidance, "Reporting Subaward and Executive Compensation Information," 2 CFR Part 170, Appendix A.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment
Pursuant to 2 CFR 200.216, SUBRECIPIENT may not obligate or expend funds received under this AGREEMENT to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

ARTICLE 11. GENERAL PROVISIONS

The terms of Appendix B are incorporated into this AGREEMENT. To the extent the terms of Appendix B between SPONSOR and TFS apply to this AGREEMENT, then TFS hereby assumes toward SUBRECIPIENT all the obligations, rights, duties, and redress that SPONSOR under Appendix B assumes toward TFS. In an identical way, SUBRECIPIENT assumes toward TFS all the obligations, rights, duties, and redress that TFS assumes toward SPONSOR under Appendix B. Should any terms of Appendix B conflict with the terms in the body of this AGREEMENT, the terms in the body of this AGREEMENT will control. SUBRECIPIENT shall abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this AGREEMENT to the extent those restrictions are pertinent.

This AGREEMENT contains the entire understanding of the parties as to its subject matter and supersedes all other written and oral agreements between the parties as to that subject matter. This AGREEMENT may only be amended or superseded if expressly stated in a written agreement signed by an authorized representative of each party. Each party hereby objects to any different or additional terms on any purchase order, invoice, acknowledgement, or similar form.

SUBRECIPIENT may not assign this AGREEMENT, in whole or in part, without the prior written consent of TFS. Any attempt to do so is void.

SUBRECIPIENT may not use the name or any adaptation of the name of TFS, The Texas A&M University System, or any of its personnel in any way except in factual statements that, in context, are not misleading or imply an endorsement.

Neither party will be liable or responsible to the other party nor be deemed to have breached this AGREEMENT for failure or delay in fulfilling or performing any obligation under this AGREEMENT if and to the extent such failure or delay is caused by or results from causes beyond

the affected party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts, or any other circumstances of like character; provided, however, that the affected party has not caused such force majeure event(s), uses reasonable efforts to avoid or remove such causes of nonperformance, and continue performance with reasonable dispatch when such causes are removed. The affected party shall provide the other party with prompt written notice of any delay or failure to perform that occurs due to force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

The failure of either party at any time to require performance by the other party of any provision of this AGREEMENT will not affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

Each provision of this AGREEMENT is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this AGREEMENT remain valid, legal, and enforceable.

SUBRECIPIENT acknowledges that TFS, as an agency of the State of Texas, possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under Texas law. Nothing in this AGREEMENT is intended to waive or relinquish TFS's sovereign immunity or any other exemptions, remedies, privileges, or immunities as may be provided by law, or to exceed the authority granted to TFS under Texas law or the U.S. Constitution.

To the extent applicable, SUBRECIPIENT shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this AGREEMENT, and that process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. SUBRECIPIENT shall submit written notice of a claim of breach of contract under this chapter to TFS's designated official, who will examine SUBRECIPIENT's claim and any counterclaim and negotiate with SUBRECIPIENT in an effort to resolve the claim.

The parties have executed this AGREEMENT on the day and year last specified below.

Texas A&M Forest Service

By: Travis Zamzow

Travis Zamzow
Associate Director For
Finance And Administration

Date: 10/12/24

Jefferson County

By: _____

Title:

Date: _____

Appendix A

TEXAS A&M FOREST SERVICE

FEDERAL GRANT RECIPIENT CERTIFICATION
Uniform Grant Management Standards Audit Requirements

Grant Recipient: Jefferson County

Please complete certification Section A or B, whichever applies to your organization.

Section A

Organizations that expended < $750,000 in federal funds during their most recently completed fiscal year.

I certify that this organization did not expend $750,000 or more during the fiscal year and thus, is not subject to the Uniform Grant Management Standards (UGMS) audit requirements.

Authorized Representative *(signature)* Date

Section B

Organizations that expended ≥ $750,000 in federal funds during their most recently completed fiscal year.

I certify the following *(please check the box that applies)*:

☐ We have completed our UGMS audit. The financial statements received an unqualified opinion and there were no material instances of noncompliance with federal laws and regulations or reportable conditions. A copy of the audit report is attached or available at the following webpage:

☐ We have completed our UGMS audit. There were material instances of noncompliance with federal laws and regulations or reportable conditions noted. A copy of the audit report is attached or available at the following webpage:

☐ We have not completed our UGMS audit. We expect the audit to be completed by _____. Within 30 days of completion, we will provide an updated certification form.

Authorized Representative *(signature)* Date

FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11083148-401
Between The
TEXAS A&M FOREST SERVICE
And The
USDA, FOREST SERVICE
SOUTHERN REGION, R8

Project Title: Texas Community Wildfire Defense Grant Competitive

Upon execution of this document, an award to Texas A&M Forest Service, hereinafter referred to as "Texas A&M Forest Service," in the amount of **$38,856,580.00**, is made under the authority of Infrastructure Investment & Jobs Act, PL 117-58, Section 40803 (c)(12) and (f). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.720 – Community Wildfire Defense Grant Program. Texas A&M Forest Service accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 08/01/2024, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

The match for this authority has been waived.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at SM.FS.R8_CPG@USDA.GOV.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY. Texas A&M Forest Service shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact

Name: Bruce Woods Address: 200 Technology Way, Ste 1162 City, State, Zip: College Station, TX 77845 Telephone: 979-458-6683 Email: bwoods@tfs.tamu.edu	Name: Becky Cupit Address: 200 Technology Way, Ste 1120 City, State, Zip: College Station, TX 77845 Telephone: 979-458-6622 Email: bcupit@tfs.tamu.edu

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Elizabeth Bunzendahl Address: 1720 Peachtree Street NW Suite 700 City, State, Zip: Atlanta, GA 30309 Telephone: 859-745-3148 Email: elizabeth.bunzendahl@usda.gov	Name: Shelia Loomis Address: 1720 Peachtree Street NW Suite 700 City, State, Zip: Atlanta, GA 30309 Telephone: 470-346-8835 Email: shelia.loomis@usda.gov

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Texas A&M Forest Service shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the

request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: USDA Forest Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109	elizabeth.bunzendahl@usda.gov

E. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is 32% as shown in the NICRA provided by the Cooperator.

As new NICRAs are agreed to between Texas A&M Forest Service and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, Texas A&M Forest Service shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

F. PRIOR WRITTEN APPROVAL. Texas A&M Forest Service shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs are authorized as of 08/01/2024 pursuant to 2 CFR 200.458.

The end date, or expiration date is (5) five years from date of execution (date of the Forest Service signatory official signature.

I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

A.G. DAVIS 8/27/2024
A.G. DAVIS Date
Director
Texas A&M Forest Service

Edward Hunter Digitally signed by Edward Hunter
Date: 2024.09.03 12:46:35 -04'00'
EDWARD HUNTER, JR. Date
Deputy Regional Forester
State, Private, and Tribal Forestry

The authority and the format of this award have been reviewed and approved for signature. SHELIA LOOMIS Digitally signed by SHELIA LOOMIS Date: 2024.08.26 18:13:24 -04'00'
SHELIA LOOMIS Date
Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Texas A&M Forest Service may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.

B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to Texas A&M Forest Service for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Texas A&M Forest Service or any third party.

C. NOTICES. Any notice given by the Forest Service or Texas A&M Forest Service will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To Texas A&M Forest Service, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards $30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. *See Attachment B for full text.*

E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the

reporting period ending March 31, June 30, September 30, and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at https://www.grants.gov/web/grants/forms.html.

F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

Texas A&M Forest Service shall submit quarterly performance reports. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, and December 31. The final performance report shall be submitted either with Texas A&M Forest Service's final payment request, or separately, but not later than 120 days from the expiration date of the award.

G. NOTIFICATION. Texas A&M Forest Service shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

I. USE OF FOREST SERVICE INSIGNIA. In order for Texas A&M Forest Service to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify Texas A&M Forest Service when permission is granted.

J. FUNDING EQUIPMENT FOR STATE RECIPIENTS. Federal funding under this award is available for reimbursement of the State's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year. States will adhere to State laws and procedures regarding purchase, use, and disposition of equipment.

K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Texas A&M Forest Service is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and

accomplishments.

Texas A&M Forest Service may call on Forest Service's Office of Communication for advice regarding public notices. Texas A&M Forest Service is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Texas A&M Forest Service shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

M. COPYRIGHTING. Texas A&M Forest Service is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by Texas A&M Forest Service under this award.
- Any right of copyright to which Texas A&M Forest Service purchase(s) ownership with any federal contributions.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Texas A&M Forest Service shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers

the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https://www.ocio.usda.gov/document/ad-3027, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o
(2) Fax: (833) 256-1665 or (202) 690-7442; or
(3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider."***

O. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

P. AWARD CLOSEOUT. Texas A&M Forest Service must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to Texas A&M Forest Service must be immediately refunded to the Forest Service, including any interest earned in accordance

with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

R. DEBARMENT AND SUSPENSION. Texas A&M Forest Service shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Texas A&M Forest Service or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in Departmental Regulation (DR) 1074-001.

U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in Departmental Regulation 3465-001 which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide public access policy implemented in Departmental Regulation 1020-006 which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

W. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii)

Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

(1) applying the Buy America Preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at USDA Buy America Waivers for Federal Financial Assistance | USDA.

Definitions

"Buy America Preference" means the "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

"Construction materials" means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

(i) Non-ferrous metals;

(ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

(iii) Glass (including optic glass);

(iv) Fiber optic cable (including drop cable);

(v) Optical fiber;

(vi) Lumber;

(vii) Engineered wood; and

(viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

"Infrastructure project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

"Iron or steel products" means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

X. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

   a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
      (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      (2) Procure a commercial sex act during the period of time that the award is in effect; or
      (3) Use forced labor in the performance of the award or subawards under the award.

   b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
      (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
         i. Associated with performance under this award; or
         ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".

2. Provision applicable to a Recipient other than a private entity. We as the Federal

awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

(1) Associated with performance under this award; or

(2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"

3. Provisions applicable to any recipient.

a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(2) Is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

a. "Employee" means either:

(1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. "Private entity":

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

d. "Severe forms of trafficking in persons," "commercial sex act," and

"coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Y. DRUG-FREE WORKPLACE.

1. Texas A&M Forest Service agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
   a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
   b. Specify the actions Texas A&M Forest Service will take against employees for violating that prohibition; and
   c. Let each employee know that, as a condition of employment under any award, the employee:

      (1) Shall abide by the terms of the statement, and
      (2) Shall notify Texas A&M Forest Service in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. Texas A&M Forest Service agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
   a. The dangers of drug abuse in the workplace;
   b. The established policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs; and
   d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. Texas A&M Forest Service agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after Texas A&M Forest Service learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, Texas A&M Forest Service must either
   a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973

(29 USC 794), as amended, or

b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Z. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
   a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
   b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

AA. ELIGIBLE WORKERS. Texas A&M Forest Service shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Texas A&M Forest Service shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

BB. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

CC. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all

text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

DD. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

EE. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

(1) procure or obtain, extend or renew a contract to procure or obtain;

(2) enter into a contract (or extend or renew a contract) to procure; or

(3) obtain the equipment, services or systems.

FF. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the "Davis-Bacon Act").

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
   i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*
   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
   i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;
   ii. In the preceding fiscal year, you received—
      (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
   i. As part of your registration profile at *https://www.sam.gov.*
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. In the subrecipient's preceding fiscal year, the subrecipient received—
   (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
   (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*
   If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   i. Subawards, and
   ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:
   1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
   2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
      i. A Governmental organization, which is a State, local government, or Indian tribe;
      ii. A foreign public entity;
      iii. A domestic or foreign nonprofit organization; and,
      iv. A domestic or foreign for-profit organization
   3. *Executive* means officers, managing partners, or any other employees in management positions.
   4. *Subaward:*
      i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
      ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
      iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: https://www.usda.gov/oig/hotline. For additional information, they may also visit the WPC's webpage at: https://www.usda.gov/oig/wpc or they may directly contact the WPC at OIGWPC@oig.usda.gov.

TEXAS A&M FOREST SERVICE

Community Wildfire Defense Grant (CWDG)

Signature Page

Applicant Information:

Applicant Name

Mailing Address | City, State | Zip Code

Office Phone # | Cell Phone # | Email Address

Applicant Signature | Date

Note: The Signatory must be authorized to sign lead documents for the applicant.

TEXAS A&M FOREST SERVICE

Community Wildfire Defense Grant (CWDG) Round 2 Subrecipient Important Information

Grant Reporting:

- Annual Accomplishment Reporting
  - To complete annual accomplishment reporting, grant subrecipients should use the 2024 CWDG Accomplishment Reporting Form to assist with completing this required reporting. The Texas A&M Forest Service (TAMFS) will upload each subrecipient's information into the Grant Accomplishments Reporting Portal (GARP). Treatment acres and Community Wildfire Protection Plan (CWPP) boundaries will be mapped as part of this reporting. A narrative section will also be included in the GARP to describe some specific accomplishments and challenges. Grant subrecipients will need to compile this information and provide it to the TAMFS so that it can be entered into the GARP CWDG accomplishment reporting module (ARM) by the required deadline. The GARP CWDG ARM is scheduled to be released in January 2025. Annual reports will be due to the Texas A&M Forest Service by January 31 for subsequent submission to the U.S. Department of Agriculture (USDA), U.S. Forest Service by March 31.

Invoice Use & Reimbursements: A sample invoice template will be provided to each of the Community Wildfire Defense Grant Round 2 grant subrecipients. This is an Adobe PDF form that can be easily edited if subrecipients do not already have their own invoice template. When submitting an invoice to the Texas A&M Forest Service, please make sure that the balance due is $0 and it includes the date of when payment was made on the expense by the grant subrecipient.

Copies of all receipts and the purchase order will need to be provided to the Texas A&M Forest Service in addition to an invoice. Additionally, the project final report will need to be provided.

Partial Payments Using Interim Reports: Partial payments can be made based upon the outlined guidelines in the signed Terms and Conditions of Individual Grant Award document with accompanying evidence of progress (interim reports). Evidence of progress towards the completion/updating of Community Wildfire Protection Plans (CWPPs) and/or conducting implementation projects will need to be provided.

Evidence of progress towards completing/updating CWPPs includes core working group meeting notes, documentation supporting the completion of risk assessments, etc.

Evidence of progress towards conducting implementation projects includes photographs of completed work, mapping of progress in fuels reduction projects, etc. **It is recommended that the evidence of progress towards conducting implementation projects includes mapping as this is what will be required by the grant subrecipients for annual accomplishment reporting.**

TEXAS A&M FOREST SERVICE

If technical questions persist, please reference "ARTICLE 4. CONSIDERATION AND PAYMENT" with specific reference to interim reports in your signed Terms and Conditions of Individual Grant Award document.

Please note that NO advance payments will be made to any subrecipient.

Please submit purchase orders, invoices, receipts, and evidence of progress for reimbursement to Acelyn Evans by email at cwdg@tfs.tamu.edu.

You may also submit the aforementioned documents by mail to:

Attn: Acelyn Evans
200 Technology Way, Suite 1162
College Station, TX 77845

Purchasing Requirements: Grant subrecipients will be able to purchase equipment based upon their own city/county purchasing requirements.

SAM.gov Active Registration: All applicants will be required to maintain an active SAM.gov registration throughout the life of the grant.

Important Points of Contact (Texas A&M Forest Service CWDG Team):

- Austin Ludolph (Program Coordinator I)
  - Email: Austin.Ludolph@tfs.tamu.edu
  - Phone Number: (512) 354-5790
- Bryan Pace (Program Specialist I)
  - Email: Bryan.Pace@tfs.tamu.edu
  - Phone Number: (979) 383-9445
- Acelyn Evans (Business Specialist)
  - Email: Acelyn.Evans@tfs.tamu.edu
  - Phone Number: (979) 402-7686
- Texas A&M Forest Service CWDG Team
  - Email: cwdg@tfs.tamu.edu

TEXAS A&M FOREST SERVICE

October 18, 2024

Judge Jeff Branick
Jefferson County
1149 Pearl Street
Beaumont, TX 77701

Re: Community Wildfire Defense Grant
2023 Community Wildfire Defense Grant Application UEI #EKC1BVNLJXA8
Grant Funded Through U.S. Department of Agriculture – U.S. Forest Service
Award #24-DG-11083148-401, CFDA #10.720

I am pleased to inform you that the Texas A&M Forest Service grant selection committee recently met and approved your Community Wildfire Defense Grant funding from the U.S. Department of Agriculture, U.S. Forest Service.

Grant Number:	CO-25-039
Grant Award Amount:	$124,310.00
Grant Funded Project:	Community Wildfire Protection Plan (CWPP) Development
City/County:	Jefferson County

Instructions for completing the paperwork associated with this grant funding **prior to any project completion or purchase** are as follows:

Attached is a copy of your application packet for the 2024 Community Wildfire Defense Grant. Please keep this copy for your files. Due to the grant application being submitted online, we are asking that the approved grantee sign and return the application signature page enclosed. Also enclosed is a W-9 form and the Terms and Conditions of Individual Grant Award document. Please review, complete, and sign these three documents with your original signature.

Please return these documents by January 18, 2025. Failure to return these documents by January 18, 2025 may result in this funding being withdrawn. The grant recipient and/or representative signing these grant documents must be the legal representative or have legal authority to act on the grant recipient's behalf for the project(s) in the attached application.

When the Texas A&M Forest Service receives your documents, the Texas A&M Forest Service will review the paperwork for proper signatures and then will forward a notice to proceed back to the grantee. **Please do not complete any work or begin to expense funds on your CWPP development project until you have received written notification from the Texas A&M Forest Service to proceed with your project.** Should you complete work or expense funds on your project(s) without written approval to proceed from the Texas A&M Forest Service, your

grant funding may not be reimbursable. We have enclosed a copy of your grant application for your reference.

Grant reimbursement payments will be made subject to submitting the required documentation as part of a reimbursement request. The Texas A&M Forest Service will reimburse only for expenses described explicitly in your application and that are permissible by the Fiscal Year 2023 Community Wildfire Defense Grant Notice of Funding Opportunity (NOFO).

Finally, grant recipients who receive $500,000 or more in federal assistance from all sources must comply with federal Single Audit Act requirements, as detailed on OMB circular A-133, available upon request. This means that grant recipients may have to hire an accounting firm to review your internal cost accounting procedures and compliance with federal regulations and laws. If applicable, this independent audit must be performed for each fiscal year that you receive federal funds, and a copy of the audit report sent to the Texas A&M Forest Service program administrator for review.

If you have any questions about this process, please contact Austin Ludolph at (512) 354-5790 or Austin.Ludolph@tfs.tamu.edu. You can also contact the Texas A&M Forest Service CWDG Team at cwdg@tfs.tamu.edu.

Sincerely,

Austin P Ludolph

Austin Ludolph
Program Coordinator I
Texas A&M Forest Service

Enclosures

APL

TEXAS A&M FOREST SERVICE

SUBRECIPIENT AGREEMENT

Subrecipient: Jefferson County
Subcontract Amount: $124,310.00
IDC Rate: 0.00%

Subcontract Period: 9/3/24 – 7/1/29
UEI: EKC1BVNLJXA8
Subcontract #: CO-25-039

This AGREEMENT is between the Texas A&M Forest Service, an agency of the State of Texas and member of The Texas A&M University System ("TFS"), and Jefferson County ("SUBRECIPIENT").

TFS and the United States Department of Agriculture, Forest Service ("SPONSOR"), have entered into prime grant/contract 24-DG-11083148-401, further identified as TFS account 429504, which involves the project entitled "Texas Community Wildfire Defense Grant Competitive" (see Appendix B). With funding provided by the United States Department of Agriculture, Forest Service Community Wildfire Defense Grant, Jefferson County will create a new county-wide Community Wildfire Protection Plan.

The parties agree as follows:

ARTICLE 1. SCOPE OF WORK

To complete the work of creating a new Community Wildfire Protection Plan, grant funding may be used specifically and solely for the projects, materials, and related costs described in their submitted grant application.

Specifically, objectives are as follows:

Objective 1: Create a new Community Wildfire Protection Plan for Jefferson County in accordance with the requirements of Title I of the Healthy Forest Restoration Act of 2003.

Objective 2: Establish a core planning team and collaborate with community stakeholders, create a detailed risk assessment and analyze the overall risk of wildfire impacts, develop and implement a public engagement strategy ensuring the community is properly represented in the planning process, incorporate and integrate existing local, state, and federal plans, and develop an actionable plan and strategy that can be relied upon for meaningful wildfire protection and mitigation efforts. Jefferson County's finalized Community Wildfire Protection Plan will be submitted by the core planning team to the Jefferson County Commissioners Court and Texas A&M Forest Service for review and approval.

ARTICLE 2. PERIOD OF PERFORMANCE

The period of performance for this AGREEMENT commences on September 3, 2024, and terminates on July 1, 2029, unless extended by agreement in writing between the parties, or unless terminated by TFS as provided in ARTICLE 9.

ARTICLE 3. PROJECT DIRECTION

TFS hereby names Austin Ludolph (512) 354-5790 as its PROJECT DIRECTOR. The PROJECT DIRECTOR shall exercise the technical direction of this project on TFS's behalf within the general scope of work. SUBRECIPIENT shall refer all matters affecting the terms of this AGREEMENT or the administration thereof to the PROJECT DIRECTOR, including but not limited to, changes in the scope of work, period of performance, cost, and report requirements. SUBRECIPIENT acknowledges that the PROJECT DIRECTOR is not authorized to amend or waive, on behalf of TFS, any terms of this AGREEMENT.

ARTICLE 4. CONSIDERATION AND PAYMENT

As consideration for its performance under this AGREEMENT, TFS shall pay SUBRECIPIENT a cost-reimbursable amount not to exceed $124,310.00. SUBRECIPIENT may use grant and matching funds for salary and benefits and additional match will consist of office expenses, supplies, and equipment. TFS shall pay on a reimbursement basis upon submission of approved cost records AND a project final report. TFS may accept interim reports detailing partial project accomplishments and costs for partial payment. Payment of invoices shall be contingent upon approval by the PROJECT DIRECTOR. SUBRECIPIENT shall provide proof-of-payment records for all purchases. These include source documentation such as invoices, cancelled checks, paid receipts, payroll or time and attendance records and contract documents. SUBRECIPIENT shall retain cost records for at least three years following conclusion of the project. All payments are provisional and subject to adjustment within the total estimated cost if adjustment is necessary due to an adverse audit finding against SUBCRECIPIENT.

ARTICLE 5. NOTICES

Any notices required or permitted under this AGREEMENT must be in writing and will be deemed given: (a) three business days after it is deposited and postmarked with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Each party may change its notice address by sending to the other party a notice of the new address. Notices must be addressed as follows:

TFS Administrative Contact:

Texas A&M Forest Service
ATTN: Austin Ludolph, Program Coordinator I
1328 FM 1488
Conroe, TX 77384
Telephone no: 512-354-5790

Email: Austin.Ludolph@tfs.tamu.edu

Subrecipient's agent:

Jefferson County
ATTN: Jeff Branick, County Judge
1149 Pearl Street
Beaumont, TX 77701
Telephone no: 409-835-8466
Email: jbranick@co.jefferson.tx.us

ARTICLE 6. INDEPENDENT CONTRACTOR

This AGREEMENT is not intended to create and does not establish a partnership, joint venture, or employment relationship between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. This AGREEMENT is not intended to make employees of either party employees of the other; nor is it intended to make the employees of either party entitled or eligible to participate in any benefits or privileges given or extended by the other party to its employees.

ARTICLE 7. LIABILITY

At all times during and after the termination of this AGREEMENT, SUBRECIPIENT shall, to the extent authorized under Texas law, indemnify and defend TFS, The Texas A&M University System, its regents, officers, employees, and affiliates against any claim, proceeding, demand, liability, or expense (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expense, or liability of any kind arising out of or in connection with SUBRECIPIENT's performance under this AGREEMENT, except to the extent that such loss, claim, damage or other liability arises from the negligence or willful misconduct of TFS.

At all times during and after the termination of this AGREEMENT, TFS shall, to the extent authorized under Texas law, indemnify and defend SUBRECIPIENT, its directors, officers, employees, and affiliates against any claim, proceeding, demand, liability, or expense (including legal expenses and reasonable attorneys' fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses, or liability of any kind arising out of or in connection with TFS's performance under this AGREEMENT, except to the extent that such loss, claim, damage or other liability arises from the negligence or willful misconduct of SUBRECIPIENT.

ARTICLE 8. RECORDS AND AUDIT

All costs incurred by SUBRECIPIENT in the performance of this AGREEMENT are subject to final review and audit by representatives of SUBRECIPIENT's cognizant Federal Audit Agency; the Comptroller General of the United States; the General Accounting Office; and/or TFS. SUBRECIPIENT shall maintain documents required by applicable Federal Cost Principles and FAR 52.215-1 (Examination of Records by Comptroller General) to support all invoiced costs

during and for at least three years after termination of this AGREEMENT or, if under audit, for as long as is required to resolve. During this period, SUBRECIPIENT shall make such records available for inspection by the audit representatives during normal business hours.

ARTICLE 9. TERMINATION

TFS may terminate this AGREEMENT by written notice to SUBRECIPIENT. Upon termination, TFS shall reimburse SUBRECIPIENT as specified in Article 4 for all allowable costs and non-cancelable commitments incurred in the performance of this AGREEMENT to the date of termination, such reimbursement not to exceed the not-to-exceed cost specified in Article 4.

ARTICLE 10. CERTIFICATIONS

SUBRECIPIENT, and SUBRECIPIENT's authorized representative who signs this AGREEMENT, hereby certify, to the best of their knowledge and belief, to the following:

Certification Regarding Lobbying (2 CFR 200.450)
No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, in accordance with 2 CFR 200.450. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, SUBRECIPIENT shall complete and submit SF-LLL, "Disclosure Form to Report Lobbying," to TFS. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)
Neither SUBRECIPIENT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records
SUBRECIPIENT shall provide TFS with notice of any adverse findings which impact this AGREEMENT. SUBRECIPIENT certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and shall supply a certification, attached hereto as APPENDIX A, for each fiscal year that this AGREEMENT is in effect. SUBRECIPIENT shall provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)
SUBRECIPIENT shall inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of

the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Reporting Subawards and Executive Compensation.
SUBRECIPIENT shall comply, to the extent applicable, with the award terms in U.S. OMB regulatory guidance, "Reporting Subaward and Executive Compensation Information," 2 CFR Part 170, Appendix A.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment
Pursuant to 2 CFR 200.216, SUBRECIPIENT may not obligate or expend funds received under this AGREEMENT to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

ARTICLE 11. GENERAL PROVISIONS

The terms of Appendix B are incorporated into this AGREEMENT. To the extent the terms of Appendix B between SPONSOR and TFS apply to this AGREEMENT, then TFS hereby assumes toward SUBRECIPIENT all the obligations, rights, duties, and redress that SPONSOR under Appendix B assumes toward TFS. In an identical way, SUBRECIPIENT assumes toward TFS all the obligations, rights, duties, and redress that TFS assumes toward SPONSOR under Appendix B. Should any terms of Appendix B conflict with the terms in the body of this AGREEMENT, the terms in the body of this AGREEMENT will control. SUBRECIPIENT shall abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this AGREEMENT to the extent those restrictions are pertinent.

This AGREEMENT contains the entire understanding of the parties as to its subject matter and supersedes all other written and oral agreements between the parties as to that subject matter. This AGREEMENT may only be amended or superseded if expressly stated in a written agreement signed by an authorized representative of each party. Each party hereby objects to any different or additional terms on any purchase order, invoice, acknowledgement, or similar form.

SUBRECIPIENT may not assign this AGREEMENT, in whole or in part, without the prior written consent of TFS. Any attempt to do so is void.

SUBRECIPIENT may not use the name or any adaptation of the name of TFS, The Texas A&M University System, or any of its personnel in any way except in factual statements that, in context, are not misleading or imply an endorsement.

Neither party will be liable or responsible to the other party nor be deemed to have breached this AGREEMENT for failure or delay in fulfilling or performing any obligation under this AGREEMENT if and to the extent such failure or delay is caused by or results from causes beyond the affected party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts, or any other circumstances of like character; provided, however, that the affected party has not caused such

force majeure event(s), uses reasonable efforts to avoid or remove such causes of nonperformance, and continue performance with reasonable dispatch when such causes are removed. The affected party shall provide the other party with prompt written notice of any delay or failure to perform that occurs due to force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

The failure of either party at any time to require performance by the other party of any provision of this AGREEMENT will not affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

Each provision of this AGREEMENT is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this AGREEMENT remain valid, legal, and enforceable.

SUBRECIPIENT acknowledges that TFS, as an agency of the State of Texas, possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under Texas law. Nothing in this AGREEMENT is intended to waive or relinquish TFS's sovereign immunity or any other exemptions, remedies, privileges, or immunities as may be provided by law, or to exceed the authority granted to TFS under Texas law or the U.S. Constitution.

To the extent applicable, SUBRECIPIENT shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this AGREEMENT, and that process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. SUBRECIPIENT shall submit written notice of a claim of breach of contract under this chapter to TFS's designated official, who will examine SUBRECIPIENT's claim and any counterclaim and negotiate with SUBRECIPIENT in an effort to resolve the claim.

The parties have executed this AGREEMENT on the day and year last specified below.

Texas A&M Forest Service

By: Travis Zamzow
Travis Zamzow

Associate Director For
Finance And Administration

Date: 10/17/24

Jefferson County

By: _____

Title:

Date: _____

Appendix A

TEXAS A&M FOREST SERVICE

FEDERAL GRANT RECIPIENT CERTIFICATION
Uniform Grant Management Standards Audit Requirements

Grant Recipient: **Jefferson County**

Please complete certification Section A or B, whichever applies to your organization.

Section A

Organizations that expended < $750,000 in federal funds during their most recently completed fiscal year.

I certify that this organization did not expend $750,000 or more during the fiscal year and thus, is not subject to the Uniform Grant Management Standards (UGMS) audit requirements.

Authorized Representative *(signature)* Date

Section B

Organizations that expended ≥ $750,000 in federal funds during their most recently completed fiscal year.

I certify the following *(please check the box that applies)*:

☐ We have completed our UGMS audit. The financial statements received an unqualified opinion and there were no material instances of noncompliance with federal laws and regulations or reportable conditions. A copy of the audit report is attached or available at the following webpage:

☐ We have completed our UGMS audit. There were material instances of noncompliance with federal laws and regulations or reportable conditions noted. A copy of the audit report is attached or available at the following webpage:

☐ We have not completed our UGMS audit. We expect the audit to be completed by _____. Within 30 days of completion, we will provide an updated certification form.

Authorized Representative *(signature)* Date

FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11083148-401
Between The
TEXAS A&M FOREST SERVICE
And The
USDA, FOREST SERVICE
SOUTHERN REGION, R8

Project Title: Texas Community Wildfire Defense Grant Competitive

Upon execution of this document, an award to Texas A&M Forest Service, hereinafter referred to as "Texas A&M Forest Service," in the amount of **$38,856,580.00**, is made under the authority of Infrastructure Investment & Jobs Act, PL. 117-58, Section 40803 (c)(12) and (f). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.720 – Community Wildfire Defense Grant Program. Texas A&M Forest Service accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 08/01/2024, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

The match for this authority has been waived.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at SM.FS.R8_CPG@USDA.GOV.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY. Texas A&M Forest Service shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact

Name: Bruce Woods Address: 200 Technology Way, Ste 1162 City, State, Zip: College Station, TX 77845 Telephone: 979-458-6683 Email: bwoods@tfs.tamu.edu	Name: Becky Cupit Address: 200 Technology Way, Ste 1120 City, State, Zip: College Station, TX 77845 Telephone: 979-458-6622 Email: bcupit@tfs.tamu.edu

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Name: Elizabeth Bunzendahl Address: 1720 Peachtree Street NW Suite 700 City, State, Zip: Atlanta, GA 30309 Telephone: 859-745-3148 Email: elizabeth.bunzendahl@usda.gov	Name: Shelia Loomis Address: 1720 Peachtree Street NW Suite 700 City, State, Zip: Atlanta, GA 30309 Telephone: 470-346-8835 Email: shelia.loomis@usda.gov

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Texas A&M Forest Service shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the

request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov FAX: 877-687-4894 POSTAL: USDA Forest Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109	elizabeth.bunzendahl@usda.gov

E. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is 32% as shown in the NICRA provided by the Cooperator.

As new NICRAs are agreed to between Texas A&M Forest Service and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, Texas A&M Forest Service shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

F. PRIOR WRITTEN APPROVAL. Texas A&M Forest Service shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs are authorized as of 08/01/2024 pursuant to 2 CFR 200.458.

The end date, or expiration date is (5) five years from date of execution (date of the Forest Service signatory official signature.

I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

A G Davis 8/27/2024

A.G. DAVIS Date
Director
Texas A&M Forest Service

Edward Hunter Digitally signed by Edward Hunter
Date: 2024.09.03 12:46:35 -04'00'

EDWARD HUNTER, JR. Date
Deputy Regional Forester
State, Private, and Tribal Forestry

The authority and the format of this award have been reviewed and approved for signature. SHELIA LOOMIS Digitally signed by SHELIA LOOMIS
Date: 2024.08.26 18:13:24 -04'00'

SHELIA LOOMIS Date
Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Texas A&M Forest Service may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.

B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to Texas A&M Forest Service for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Texas A&M Forest Service or any third party.

C. NOTICES. Any notice given by the Forest Service or Texas A&M Forest Service will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To Texas A&M Forest Service, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards $30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. *See Attachment B for full text.*

E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the

reporting period ending March 31, June 30, September 30, and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at https://www.grants.gov/web/grants/forms.html.

F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

Texas A&M Forest Service shall submit quarterly performance reports. These reports are due 30 days after the reporting period ending March 31, June 30, September 30, and December 31. The final performance report shall be submitted either with Texas A&M Forest Service's final payment request, or separately, but not later than 120 days from the expiration date of the award.

G. NOTIFICATION. Texas A&M Forest Service shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

I. USE OF FOREST SERVICE INSIGNIA. In order for Texas A&M Forest Service to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify Texas A&M Forest Service when permission is granted.

J. FUNDING EQUIPMENT FOR STATE RECIPIENTS. Federal funding under this award is available for reimbursement of the State's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year. States will adhere to State laws and procedures regarding purchase, use, and disposition of equipment.

K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Texas A&M Forest Service is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and

accomplishments.

Texas A&M Forest Service may call on Forest Service's Office of Communication for advice regarding public notices. Texas A&M Forest Service is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Texas A&M Forest Service shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

M. COPYRIGHTING. Texas A&M Forest Service is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by Texas A&M Forest Service under this award.
- Any right of copyright to which Texas A&M Forest Service purchase(s) ownership with any federal contributions.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Texas A&M Forest Service shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers

the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https://www.ocio.usda.gov/document/ad-3027, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o
(2) Fax: (833) 256-1665 or (202) 690-7442; or
(3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider."***

O. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

P. AWARD CLOSEOUT. Texas A&M Forest Service must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to Texas A&M Forest Service must be immediately refunded to the Forest Service, including any interest earned in accordance

with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

R. DEBARMENT AND SUSPENSION. Texas A&M Forest Service shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Texas A&M Forest Service or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in Departmental Regulation (DR) 1074-001.

U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in Departmental Regulation 3465-001 which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide public access policy implemented in Departmental Regulation 1020-006 which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

W. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii)

Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes. from initial batching and melting of raw materials through annealing, cooling. and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing. occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

(1) applying the Buy America Preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at USDA Buy America Waivers for Federal Financial Assistance | USDA.

Definitions

"Buy America Preference" means the "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

"Construction materials" means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

(i) Non-ferrous metals;

(ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

(iii) Glass (including optic glass);

(iv) Fiber optic cable (including drop cable);

(v) Optical fiber;

(vi) Lumber;

(vii) Engineered wood; and

(viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

"Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

"Infrastructure project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

"Iron or steel products" means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

X. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

   a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
      (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      (2) Procure a commercial sex act during the period of time that the award is in effect; or
      (3) Use forced labor in the performance of the award or subawards under the award.

   b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
      (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
         i. Associated with performance under this award; or
         ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".

2. Provision applicable to a Recipient other than a private entity. We as the Federal

awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

(1) Associated with performance under this award; or

(2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),''

3. Provisions applicable to any recipient.

a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(2) Is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

a. ''Employee'' means either:

(1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. ''Private entity'':

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(2) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

d. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and

"coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Y. DRUG-FREE WORKPLACE.

1. Texas A&M Forest Service agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
   a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
   b. Specify the actions Texas A&M Forest Service will take against employees for violating that prohibition; and
   c. Let each employee know that, as a condition of employment under any award, the employee:

      (1) Shall abide by the terms of the statement, and
      (2) Shall notify Texas A&M Forest Service in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. Texas A&M Forest Service agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
   a. The dangers of drug abuse in the workplace;
   b. The established policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs; and
   d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. Texas A&M Forest Service agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after Texas A&M Forest Service learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, Texas A&M Forest Service must either
   a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973

(29 USC 794), as amended, or

b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Z. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
   a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
   b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

AA. ELIGIBLE WORKERS. Texas A&M Forest Service shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Texas A&M Forest Service shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

BB. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

CC. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all

text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

DD. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

EE. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

(1) procure or obtain, extend or renew a contract to procure or obtain;

(2) enter into a contract (or extend or renew a contract) to procure; or

(3) obtain the equipment, services or systems.

FF. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the "Davis-Bacon Act").

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
   i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*
   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
   i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;
   ii. In the preceding fiscal year, you received—
      (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
      (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
   i. As part of your registration profile at *https://www.sam.gov.*
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—
   (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
   (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

   i. Subawards, and
   ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
   i. A Governmental organization, which is a State, local government, or Indian tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization; and,
   iv. A domestic or foreign for-profit organization
3. *Executive* means officers, managing partners, or any other employees in management positions.
4. *Subaward:*
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: https://www.usda.gov/oig/hotline. For additional information, they may also visit the WPC's webpage at: https://www.usda.gov/oig/wpc or they may directly contact the WPC at OIGWPC@oig.usda.gov.

TEXAS A&M FOREST SERVICE

Community Wildfire Defense Grant (CWDG)

Signature Page

Applicant Information:

Applicant Name

Mailing Address | **City, State** | **Zip Code**

Office Phone # | **Cell Phone #** | **Email Address**

Applicant Signature | **Date**

Note: The Signatory must be authorized to sign lead documents for the applicant.

TEXAS A&M FOREST SERVICE

Community Wildfire Defense Grant (CWDG) Round 2 Subrecipient Important Information

Grant Reporting:

- Annual Accomplishment Reporting
  - To complete annual accomplishment reporting, grant subrecipients should use the 2024 CWDG Accomplishment Reporting Form to assist with completing this required reporting. The Texas A&M Forest Service (TAMFS) will upload each subrecipient's information into the Grant Accomplishments Reporting Portal (GARP). Treatment acres and Community Wildfire Protection Plan (CWPP) boundaries will be mapped as part of this reporting. A narrative section will also be included in the GARP to describe some specific accomplishments and challenges. Grant subrecipients will need to compile this information and provide it to the TAMFS so that it can be entered into the GARP CWDG accomplishment reporting module (ARM) by the required deadline. The GARP CWDG ARM is scheduled to be released in January 2025. Annual reports will be due to the Texas A&M Forest Service by January 31 for subsequent submission to the U.S. Department of Agriculture (USDA), U.S. Forest Service by March 31.

Invoice Use & Reimbursements: A sample invoice template will be provided to each of the Community Wildfire Defense Grant Round 2 grant subrecipients. This is an Adobe PDF form that can be easily edited if subrecipients do not already have their own invoice template. When submitting an invoice to the Texas A&M Forest Service, please make sure that the balance due is $0 and it includes the date of when payment was made on the expense by the grant subrecipient.

Copies of all receipts and the purchase order will need to be provided to the Texas A&M Forest Service in addition to an invoice. Additionally, the project final report will need to be provided.

Partial Payments Using Interim Reports: Partial payments can be made based upon the outlined guidelines in the signed Terms and Conditions of Individual Grant Award document with accompanying evidence of progress (interim reports). Evidence of progress towards the completion/updating of Community Wildfire Protection Plans (CWPPs) and/or conducting implementation projects will need to be provided.

Evidence of progress towards completing/updating CWPPs includes core working group meeting notes, documentation supporting the completion of risk assessments, etc.

Evidence of progress towards conducting implementation projects includes photographs of completed work, mapping of progress in fuels reduction projects, etc. **It is recommended that the evidence of progress towards conducting implementation projects includes mapping as this is what will be required by the grant subrecipients for annual accomplishment reporting.**

TEXAS A&M FOREST SERVICE

If technical questions persist, please reference "ARTICLE 4. CONSIDERATION AND PAYMENT" with specific reference to interim reports in your signed Terms and Conditions of Individual Grant Award document.

Please note that NO advance payments will be made to any subrecipient.

Please submit purchase orders, invoices, receipts, and evidence of progress for reimbursement to Acelyn Evans by email at cwdg@tfs.tamu.edu.

You may also submit the aforementioned documents by mail to:

Attn: Acelyn Evans
200 Technology Way, Suite 1162
College Station, TX 77845

Purchasing Requirements: Grant subrecipients will be able to purchase equipment based upon their own city/county purchasing requirements.

SAM.gov Active Registration: All applicants will be required to maintain an active SAM.gov registration throughout the life of the grant.

Important Points of Contact (Texas A&M Forest Service CWDG Team):

- Austin Ludolph (Program Coordinator I)
  - Email: Austin.Ludolph@tfs.tamu.edu
  - Phone Number: (512) 354-5790
- Bryan Pace (Program Specialist I)
  - Email: Bryan.Pace@tfs.tamu.edu
  - Phone Number: (979) 383-9445
- Acelyn Evans (Business Specialist)
  - Email: Acelyn.Evans@tfs.tamu.edu
  - Phone Number: (979) 402-7686
- Texas A&M Forest Service CWDG Team
  - Email: cwdg@tfs.tamu.edu

KATE CARROLL
TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

TO: Fran Lee
FROM: Kate Carroll
DATE: January 3, 2025
SUBJECT: Reorganization of TAC Office positions

In reviewing the budget detail for the Tax Assessor Collector's Office, I would like to request the following reorganization.

We are willing to give up an Account Clerk (Grade 40) FTE. In releasing this position, we would use the following savings to reclassify, raise up, and equal salaries in several positions. This position is currently budgeted at $49,608/ year.

- Cindy Savant would be reclassified to Financial Manager (71) with an additional $122 yearly salary. This addition is to equal the pay she has been making at the position of Chief Deputy for the past year and will continue to do. She will be my right hand as Chief Deputy – Finance. Cindy will also be taking on budgeting, and will continue to expand her Chief Deputy duties; for example, hiring, administration, budgeting, etc.
- Raise the Senior Account Clerk in four positions to equalize the salary of $56,792. I am asking this to equalize the pay for all positions in this classification as they are all on equal job duties/ descriptions.
- Additionally, we will reclassify one position, Accounting Technician Grade 53 to Senior Account Technician Grade 56, with an increase of $3734/ year. This position will be the key liaison between TXDMV, coordinator between the state agencies, manage all branch managers and personnel to keep all in line with future policies, procedures, and guidelines. They will also be responsible for coordinating any legislative changes and implementation within the office for compliance.
- We will also be re-classifying one FTE position (Account Clerk Grade 40) to the position of Senior Secretary (Grade 45) at $49,608, an increase of $5392/ Yr. to accommodate the future growth structure. The vision of this position is to coordinate all vacation schedules amongst the branches, foresee any needs in personnel to cover each location appropriately, assist in Voter Registration and Property, Website updates, payroll, and future organizational growth with revamping the Organization chart, training duties, policy and procedures and a future seamless website coordination/ interaction between Voter Registration and Elections.

The total SAVINGS in releasing this FTE and making the additional pay increases is $28,852 not including the benefits savings.

MAILING ADDRESS • P.O. BOX 2112 • BEAUMONT, TEXAS 77704-2112
PHYSICAL ADDRESS • 1149 PEARL • BEAUMONT, TEXAS 77701
PHONE: 409-835-8516 • FAX: 409-835-8589

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

CLIVE-IR Summary

Please select your County and Budget Effective Date from drop down boxes below.

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2024-9/30/2025

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. IR Administration			
A.1. Direct Personnel Salaries	$402,300.97	$68,051.22	$334,249.75
A.2. Direct Personnel Fringe Benefits	$185,184.82	$31,324.94	$153,859.88
A.3. Direct Personnel Travel	$0.00	$0.00	$0.00
A.4. Direct Materials and Supplies	$5,470.00	$925.28	$4,544.72
A.5. Direct Equipment	$16,400.00	$2,774.14	$13,625.86
A.6. Direct Other Costs	$517,650.00	$87,563.09	$430,086.91
Total Administration	**$1,127,005.79**	**$190,638.66**	**$936,367.13**
B. IR Training			
B.1. Title IV-E Training (75%)	$19,143.75	$4,857.39	$14,286.36
B.2. Title IV-E Fostering Connections Training (75%)	$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)	$0.00	$0.00	$0.00
Total Training	**$19,143.75**	**$4,857.39**	**$14,286.36**
C. IR Indirect Costs (if applicable)			
Total Indirect Costs $0.00	**$0.00**	**$0.00**	**$0.00**
Grand Total	**$1,146,149.54**	**$195,496.06**	**$950,653.49**

*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.	33.83%
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):	0.00%

Contractor Certification

Signature

1.7.25
Date

Jeff R. Branick, County Judge
Printed Name & Title

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Administration
A.1. Direct Personnel Salaries

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2024-9/30/2025

Position or Title	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (BxCxD)
Chief Assistant District Attorney-King	$13,615.73	100%	12	$163,388.76
Assistant District Attorney-Nelson	$11,371.60	10%	12	$13,645.92
Assistant District Attorney-Brister	$8,826.45	100%	12	$105,917.40
Senior Secretary-Jones	$4,881.61	10%	12	$5,857.93
Senior Secretary-Schild	$4,894.11	100%	12	$58,729.32
Senior Secretary-Albanese	$4,563.47	100%	12	$54,761.64
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total Direct Personnel Salaries:	**$402,300.97**

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

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A.2. Direct Personnel Fringe Benefits

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2024-9/30/2025

Type of Fringe Benefits	Estimated Total Expense*
Retirement	$82,109.02
FICA	$24,942.66
Medicare	$5,833.37
Heath Insurance	$70,517.27
Life Insurance	$680.68
Dental Insurance	$1,101.82
Total Direct Personnel Fringe Benefits:	**$185,184.82**

*estimated total cost for Title IV-E related activities

Refer to Title IV-E Financial Handbook for additional information:

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Administration
A.3. Direct Personnel Travel

County: JEFFERSON COUNT
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2024-9/30/2025

Type of Travel Expense Note: only include travel **NOT** related to personnel	Estimated Total Expense*
Total Direct Personnel Travel:	$0.00

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

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Administration
A.4. Direct Materials and Supplies

County: JEFFERSON COUN
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2024-9/30/2025

Materials and Supplies (description)	Estimated Total Expense*
General Office Supplies	$5,470.00
Total Direct Materials and Supplies:	**$5,470.00**

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Administration
A.5. Direct Equipment

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2024-9/30/2025

Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*
Computer Laser Jet Printer	Purchase	$4,800.00
Computer Monitor	Purchase	$1,600.00
Computer & Laptop Computer and Accessories with Software	Purchase	$10,000.00
	Total Direct Equipment:	**$16,400.00**

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Administration
A.6. Direct Other Costs

County: JEFFERSON COUNT
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2024-9/30/2025

Other Costs (description)	Estimated Total Expense*
Postage	$15,000.00
Software Licenses	$650.00
CPS HOT DOC Software Program	$2,000.00
Court Appointed Independent Legal Representation of Parents and Children	$500,000.00
Total Other Costs:	**$517,650.00**

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

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Last Updated November 2020

Training
B.1. Title IV-E Training (75%)

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2024-9/30/2025

Training (Description and Title)	Registration*	Lodging*	Meals*	Transportation*	Training Material Cost	Number of Employees Attending	Subtotal	Estimated Total Expense*
Crimes Against Children	$1,000.00	$1,500.00	$500.00	$800.00		1	$3,800.00	$2,850.00
TDCAA Conference Update (30% IV-E Eligible)	$700.00	$3,000.00	$800.00	$800.00		2	$10,600.00	$7,950.00
Texas Advanced Family Law Conference	$825.00	$1,500.00	$500.00	$700.00		1	$3,525.00	$2,643.75
Child Welfare Law Conference	$1,000.00	$1,500.00	$500.00	$800.00		2	$7,600.00	$5,700.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
								$19,143.75

Texas Dept. of Family
and Protective Services

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Budget for Title IV-E
County Legal Services Contract

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Training
B.2. Title IV-E Fostering Connections Training (75%)

County: JEFFERSON COUNTY

Contract Number: HHS000285100022

Budget Effective Date: 10/1/2024-9/30/2025

Training (Description and Title)	Registration*	Lodging*	Meals*	Transportation*	Training Material Cost	Number of Employees Attending	Subtotal	Estimated Total Expense*
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
								$0.00

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Training
B.3. Non-Title IV-E Training (50%)

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2024-9/30/2025

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Training Material Cost	Number of Employees Attending	Subtotal	Estimated Total Expense*
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
								$0.00

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

Budget Narrative

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2024-9/30/2025

Note: Each cell is limted to 1024 characters in order for word wrap to function properly. If you need to type more than 1024 characters, you will have to either manually insert a return at the end of each line (Alt-Enter) or go to the next row/cell below to type

Clearly describe each expense to be incurred and billed to this contract, including justification for expense related to Independent Representation.

Refer to Title IV-E Financial Handbook for additional information:
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp

A. Administration

A.1. Direct Personnel Salaries

Chief Assistant District Attorney, Randi King: Ms. King is the chief prosecutor in the family law division. She represents the Texas Department of Family and Protective services in cases filed in Jefferson County. Ms. King provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee. She will certify CPS related time on a monthly basis.
Assistant District Attorney, John Nelson: Mr. Nelson represents the Texas Department of Family and Protective services in cases filed in Jefferson County. Mr. Nelson provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. He estimates that approximately 10% of his time is allocable to CPS/Title IV-E activities. He is a full-time salaried employee and will certify CPS related time on a monthly basis.
Assistant District Attorney, Michelle Brister: Ms. Brister represents the Texas Department of Family and Protective services in cases filed in Jefferson County. Ms. Brister provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.
Senior Secretary, Beth Jones: Ms. Jones provides clerical assistance to Randi King and Michelle Brister, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegeal services. She estimates that approximately 10% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.
Senior Secretary, Shannon Schild: Ms. Schild provides clerical assistance to Ms.King, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegeal services. She estimates that approximately 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.
Senior Secretary, Brittany Albanese: Ms. Albanese provides clerical assistance to Randi King and Michelle Brister, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper

A.2. Direct Personnel Fringe Benefits

Fringe benefits consist of all non-salary items that are paid on behalf of employees by this county. Fringe costs are allocated to each employee in accordance with the percentage of time that each employee is allocated to Title IV-E allowable activities.

These benefits are paid at the rates adopted by the Commissioners' Court of the County and consist of:

- FICA at 6.20% of gross salary per month (all employees)
- Medicare at 1.45% of gross salary per month (all employees)
- Retirement at 20.41% of gross salary per month (all employees)
- Health insurance (per *pay period):
  - J. Nelson – Family Coverage at $753.64
  - R. King, B.Jones, S. Schild - Employee & Spouse Coverage at $674.60
  - B. Albanese, M. Brister – Employee & Child Coverage at $610.09

- Dental insurance at $10.09 per person per *pay period (all employees)
- Life insurance (varies according to age and gross salary) per *pay period:
  - B. Jones – estimated $3.91
  - S. Schild – estimated $6.00
  - J. Nelson – estimated $7.39
  - R. King – estimated $7.39
  - B. Albanese – estimated $3.62
  - M. Brister – estimated $6.65

If, in any event, staff work less than the estimated percentage of time, actual time worked will be billed to the Title IV-E contract. No other direct or indirect expenditures are contained in this budget.

A.3. Direct Personnel Travel

None anticipated at this time.

A.4. Direct Materials and Supplies

- General Offices Supplies (as detailed below).
- Ink toner used for printing of CPS case documents and communications.
- Folders used to store and file documentation related to CPS cases.
- White envelopes used to send and receive documentation related to CPS cases.
- Sharpie Marks-a-Lot pens for case file paperwork and labeling case files.
- Post-It Tabs for separating documents in case files maintained.
- Scotch tape.
- Pens.
- Manilla File Folders used for filing CPS case documents.
- Staples.
- White Out - Correction Fluid.
- Highlighters for Documents.

A.5. Direct Equipment

- Monitor to replace obsolete equipment.
- Printer to replace obsolete equipment.
- Computer and Laptop Computer with Software and Accessories to replace obsolete equipment. Used to prepare documents and send communications regarding CPS cases.

A.6. Direct Other Costs

- Postage expenses for mailing Title IV-E related case materials and correspondence via United States Postal Service and/or overnight carriers. Estimated average of $1,250 per month.
- Software licensing for computer software used to prepare legal documentation for CPS cases.
- Software licensing for computer anti-virus software used to protect all CPS computers.
- Attorney fees for court-appointed independent legal representation of parents and children in CPS cases.

B. Training

B.1. Title IV-E Training (75%)

Two employees to attend Crimes Against Children conference. Two employees to attend the Texas District and County Attorneys Association Conference (TDCAA) update. One employee to attend the Texas Advanced Family Law Conference. Two Employees to attend the Child Welfare Law Conference. Conference workshops are related to Title IV-E activities and pre-approval is requested from Federal Funds prior to attendance. Travel reimbursement will be made at current rates approved by Commissioners' Court for travel, per diem, and actual cost for lodging, not to exceed current Texas Comptroller rate plus taxes.

B.2. Title IV-E Fostering Connections Training (75%)

None anticipated at this time.

B.3. Non-Title IV-E Training (50%)

None anticipated at this time.

C. Indirect Costs (if applicable)

None anticipated at this time.

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

CWIVE Summary

Please select your County and Budget Effective Date from drop down boxes below.

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2024-9/30/2025

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	$0.00	$0.00	$0.00
A.2. Direct Personnel Fringe Benefits	$0.00	$0.00	$0.00
A.3. Direct Personnel Travel	$0.00	$0.00	$0.00
A.4. Direct Materials and Supplies	$1,500.00	$246.16	$1,253.84
A.5. Direct Equipment	$0.00	$0.00	$0.00
A.6. Direct Other Costs	$9,200.00	$1,509.77	$7,690.23
Total Administration:	**$10,700.00**	**$1,755.92**	**$8,944.08**
B. Training			
B.1. Title IV-E Training (75%)	$0.00	$0.00	$0.00
B.2. Title IV-E Fostering Connections Training (75%)	$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)	$0.00	$0.00	$0.00
Total Training:	**$0.00**	**$0.00**	**$0.00**
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM:	**$33,000.00**	**$20,344.50**	**$12,655.50**
D. Indirect Costs (if applicable)			
Total Indirect Costs: $0.00	**$0.00**	**$0.00**	**$0.00**
Grand Total:	**$43,700.00**	**$22,100.42**	**$21,599.58**

*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were	**32.82%**
* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year. Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made.	**61.65%**
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):	**0.00%**

Contractor Certification

Signature

1·7·25
Date

Jeff R. Branick, County Judge
Printed Name & Title

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Administration
A.1. Direct Personnel Salaries

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2024-9/30/2025

Position or Title	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Total Direct Personnel Salaries:				**$0.00**

Budget for Title IV-E
County Child Welfare Services Contract

Administration
A.2. Direct Personnel Fringe Benefits

County: JEFFERSON COUNT
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2024-9/30/2025

Type of Fringe Benefits	Estimated Total Expense*
Total Direct Personnel Fringe Benefits:	$0.00

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Administration
A.3. Direct Personnel Travel

County: JEFFERSON COUNT
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2024-9/30/2025

Type of Travel Expense Note: only include travel NOT related to personnel training	Estimated Total Expense*
Total Direct Personnel Travel:	**$0.00**

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Administration
A.4. Direct Materials and Supplies

County: JEFFERSON COUNT
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2024-9/30/2025

Materials and Supplies (description)	Estimated Total Expense*
Recruitment materials and supplies	$500.00
Overhead expenses	$500.00
General office supplies	$500.00
Total Direct Materials and Supplies:	**$1,500.00**

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE
Last Updated December 2021

Administration
A.5. Direct Equipment

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2024-9/30/2025

Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*
	Total Direct Equipment:	$0.00

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Administration
A.6. Direct Other Costs

County: JEFFERSON COUNT
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2024-9/30/2025

Other Costs (description)	Estimated Total Expense*
Storage room rental	$7,200.00
Citations	$500.00
Birth certificates	$500.00
Resources books and publications	$500.00
Film & Photo Processing & Related Costs	$500.00
Total Other Costs:	**$9,200.00**

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Training
B.1. Title IV-E Training (75%)

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2024-9/30/2025

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation (amount allocable to Title IV-E)	Number of Employees Attending	Training Material Cost	Subtotal	Estimated Total Expense*
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
								$0.00

* estimated amount allocable to Title IV-E

NOTE: Form 9321 Training Expense Documentation Form must be submitted to DFPS for review/approval by Federal Funds prior to training.

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Training
B.2. Title IV-E Fostering Connections Training (75%)

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2024-9/30/2025

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Training Material Cost	Number of Attendees	Subtotal	Estimated Total Expense*
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
								$0.00

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Training
B.3. Non-Title IV-E Training (50%)

County: JEFFERSON COUNTY
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2024-9/30/2025

Training (Description and Title)	Registration*	Lodging*	Meals*	Transportation*	Training Material Cost	Number of Employees Attending	Subtotal	Estimated Total Expense*
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
							$0.00	$0.00
								$0.00

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

Supplemental Foster Care Maintenance (SFCM)

County: JEFFERSON COUNT
Contract Number: HHS000285000032
Budget Effective Date: 10/1/2024-9/30/2025

Supplemental FC Maintenance (description)	Estimated Total Expense*
Daycare	$1,000.00
Gifts	$25,000.00
Graduation Expenses	$1,500.00
Personal Items	$3,500.00
School Supplies	$1,000.00
Reasonable Child Specific Travel	$1,000.00
Total SFCM Costs:	**$33,000.00**

Budget Narrative

County: **JEFFERSON COUNTY**
Contract Number: **HHS000285000032**
Budget Effective Date: **10/1/2024-9/30/2025**

characters, you will have to either manually insert a return at the end of each line (Alt-Enter) or go to the next row/cell below to type the remaining text.

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp

A. Administration

A.1. Direct Personnel Salaries

A.2. Direct Personnel Fringe Benefits

A.3. Direct Personnel Travel

A.4. Direct Materials and Supplies
Includes supplies for recruitment of foster home; public/community awareness expenses related to recruitment of foster homes; office supplies for record keeping and DFPS files; and overhead expenses including, but not limited to, stationery, postage, and banking

A.5. Direct Equipment

A.6. Direct Other Costs
Includes citation by publication, costs of documentation to establish identity (birth cerificates); resource books and publications for DFPS eligibility and guidelines; film for documentation and records of DFPS cases; and storage room rental to store supplies for Title IV-E events

B. Training

Budget for Title IV-E
County Child Welfare Services Contract

B.1. Title IV-E Training (75%)

B.2. Title IV-E Fostering Connections Training (75%)

B.3. Non-Title IV-E Training (50%)

C. Supplemental Foster Care Maintenance (SFCM)

Includes daycare, gifts, graduation expenses, personal items, school supplies, and reasonable travel provided for the child to visit parents, siblings, relatives, or other caretakers at home or other appropriate location.

D. Indirect Costs (if applicable)

NAME	AMOUNT	CHECK NO. 128	TOTAL
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	72.99	524614	
ACE IMAGEWEAR	125.00	524623	
ROLLINS TRUCK & TRAILER REPAIR	4,712.64	524642	
PUMPTEX, INC.	301.87	524676	
ADVANCE AUTO PARTS	58.49	524709	
REPUBLIC SERVICES # 862	73.61	524720	
FUNCTION 4 LLC	31.00	524730	
AMAZON CAPITAL SERVICES	47.24	524769	
			5,422.84**
ROAD & BRIDGE PCT.#2			
ENTERGY	26.72	524607	
M&D SUPPLY	39.70	524614	
THE MUFFLER SHOP	260.00	524616	
SETZER HARDWARE, INC.	157.77	524622	
REPUBLIC SERVICES # 862	83.13	524720	
FUNCTION 4 LLC	31.00	524730	
			598.32**
ROAD & BRIDGE PCT. # 3			
ENTERGY	473.96	524607	
W. JEFFERSON COUNTY M.W.D.	77.65	524637	
REPUBLIC SERVICES # 862	73.61	524720	
FUNCTION 4 LLC	62.00	524730	
MUNRO'S UNIFORM SERVICES, LLC	23.95	524767	
			711.17**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	658.76	524585	
COASTAL WELDING SUPPLY INC	144.44	524593	
ENTERGY	21.94	524607	
HARTMANN BLDG. SPECIALITIES	1,109.71	524609	
M&D SUPPLY	82.65	524614	
SANITARY SUPPLY, INC.	460.47	524620	
UNITED STATES POSTAL SERVICE	10.47	524670	
PETROLEUM SOLUTIONS, INC.	372.50	524681	
J&E WELDING INC	148.00	524703	
SAM'S CLUB DIRECT	438.95	524706	
REPUBLIC SERVICES # 862	226.45	524720	
HD SUPPLY CONSTRUCTION & INDUSTRIAL	137.20	524724	
FUNCTION 4 LLC	52.00	524730	
O'REILLY AUTO PARTS	1,011.01	524737	
ODP BUSINESS SOLUTIONS, LLC	743.99	524764	
MUNRO'S UNIFORM SERVICES, LLC	193.56	524767	
AMAZON CAPITAL SERVICES	69.57	524769	
TRIANGLE AUTOMOTIVE AND MACHINE	648.00	524782	
			6,529.67**
ENGINEERING FUND			
VERIZON WIRELESS	123.34	524667	
FUNCTION 4 LLC	187.97	524730	
			311.31**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	60.49	524591	
ENTERGY	55.62	524607	
W. JEFFERSON COUNTY M.W.D.	29.93	524637	
SUPERIOR SUPPLY & STEEL	410.00	524649	
SHOPPA'S FARM SUPPLY	35.40	524716	
			591.44**
GENERAL FUND			
JEFFERSON CTY. CLERK	2,060.80	524580	
			2,060.80*
TAX OFFICE			
SOUTHEAST TEXAS WATER	152.50	524625	
AT&T	97.55	524634	
UNITED STATES POSTAL SERVICE	475.92	524670	

NAME	AMOUNT	CHECK NO. 129	TOTAL
WORLD DATA CORPORATION	360.00	524713	
REPUBLIC SERVICES # 862	36.80	524720	
FUNCTION 4 LLC	155.00	524730	
ODP BUSINESS SOLUTIONS, LLC	239.23	524764	
AMAZON CAPITAL SERVICES	174.00	524769	
			1,691.00*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	680.00	524615	
PRE CHECK, INC.	271.48	524650	
BAPTIST PHYSICIAN NETWORK	187.00	524675	
FUNCTION 4 LLC	31.00	524730	
			1,169.48*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	39.95	524626	
UNITED STATES POSTAL SERVICE	13.12	524670	
FUNCTION 4 LLC	31.00	524730	
ODP BUSINESS SOLUTIONS, LLC	92.98	524764	
			177.05*
COUNTY CLERK			
FED EX	15.13	524601	
UNITED STATES POSTAL SERVICE	185.24	524670	
FUNCTION 4 LLC	93.00	524730	
FUNCTION4	695.72	524759	
ODP BUSINESS SOLUTIONS, LLC	134.26	524764	
ROXANNE ACOSTA-HELLBERG	849.06	524772	
			1,972.41*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	2.63	524670	
MONTGOMERY COUNTY CLERK	850.00	524705	
FUNCTION 4 LLC	31.00	524730	
ODP BUSINESS SOLUTIONS, LLC	122.54	524764	
			1,006.17*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.97	524670	
FUNCTION 4 LLC	31.00	524730	
AMAZON CAPITAL SERVICES	190.50	524769	
			222.47*
COUNTY TREASURER			
FED EX	69.85	524602	
UNITED STATES POSTAL SERVICE	1.38	524670	
FUNCTION 4 LLC	62.00	524730	
			133.23*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	3,117.19	524730	
			3,117.19*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	.69	524670	
TEXAS PUBLIC PURCHASING ASSOCIATION	190.00	524692	
FUNCTION 4 LLC	31.00	524730	
			221.69*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	524583	
CASH ADVANCE ACCOUNT	25.00	524612	
INTERFACE EAP, INC	1,354.04	524641	
DEBORAH CLARK	80.00	524645	
TEXAS COMMISSION ON ENVIRONMENTAL	100.00	524679	
FIBERLIGHT LLC	2,009.00	524751	
MCGRIFF INSURANCE SERVICES, INC	3,033.00	524766	
			6,626.04*
DATA PROCESSING			
FUNCTION 4 LLC	31.00	524730	
AMAZON CAPITAL SERVICES	201.85	524769	
ZACKARY BULLION	168.84	524776	
			401.69*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO.[130]	TOTAL
UNITED STATES POSTAL SERVICE	98.00	524670	
FUNCTION 4 LLC	31.00	524730	
			129.00*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	22.08	524670	
FUNCTION 4 LLC	31.00	524730	
			53.08*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	17.94	524670	
FUNCTION 4 LLC	155.00	524730	
			172.94*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	294.51	524670	
FUNCTION 4 LLC	31.00	524730	
ODP BUSINESS SOLUTIONS, LLC	197.63	524764	
AERIALINK	202.19	524781	
			725.33*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	524586	
DONALD W. DUESLER & ASSOC.	8,750.00	524597	
UNITED STATES POSTAL SERVICE	3.04	524670	
KIMBERLY R. BROUSSARD	379.50	524694	
FUNCTION 4 LLC	62.00	524730	
			17,944.54*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	39.95	524627	
FUNCTION 4 LLC	31.00	524730	
			70.95*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	67.48	524672	
FUNCTION 4 LLC	31.00	524730	
			98.48*
136TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	524730	
			31.00*
172ND DISTRICT COURT			
FUNCTION 4 LLC	31.00	524730	
			31.00*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.38	524670	
JENNIFER DELAGE	800.00	524726	
FUNCTION 4 LLC	62.00	524730	
			863.38*
279TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	51.95	524629	
CHARLES ROJAS	440.00	524646	
JOEL WEBB VAZQUEZ	440.00	524682	
KIMBERLY PHELAN, P.C.	550.00	524687	
FUNCTION 4 LLC	31.00	524730	
JULLIANA REYES	3,278.00	524736	
ALICIA K HALL PLLC	2,255.00	524749	
ODP BUSINESS SOLUTIONS, LLC	105.30	524764	
			7,151.25*
317TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	524730	
			31.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	44.89	524670	
FUNCTION 4 LLC	31.00	524730	
			75.89*
JUSTICE COURT-PCT 1 PL 2			

NAME	AMOUNT	CHECK NO.[131]	TOTAL
TEXAS ASSOCIATION OF COUNTIES	160.00	524635	
UNITED STATES POSTAL SERVICE	20.01	524670	
FUNCTION 4 LLC	31.00	524730	
			211.01*
JUSTICE COURT-PCT 4			
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	75.00	524688	
FUNCTION 4 LLC	31.00	524730	
ODP BUSINESS SOLUTIONS, LLC	8.55	524764	
			114.55*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	43.64	524670	
SIERRA SPRING WATER CO. - BT	53.97	524673	
FUNCTION 4 LLC	31.00	524730	
			128.61*
JUSTICE COURT-PCT 7			
PORT ARTHUR NEWS, INC.	138.00	524618	
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	75.00	524689	
			213.00*
JUSTICE OF PEACE PCT. 8			
TEXAS STATE UNIVERSITY SAN MARS	240.00	524630	
FUNCTION 4 LLC	31.00	524730	
			271.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	14.49	524670	
SIERRA SPRING WATER CO. - BT	57.97	524671	
FUNCTION 4 LLC	31.00	524730	
			103.46*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	350.00	524584	
DAVID GROVE	950.00	524586	
DONALD BOUDREAUX	250.00	524589	
MARVA PROVO	300.00	524619	
CHARLES ROJAS	325.00	524646	
UNITED STATES POSTAL SERVICE	33.12	524670	
M.K. HAMZA, PHD, P.A.	1,600.00	524708	
FUNCTION 4 LLC	31.00	524730	
LAW OFFICE OF GILES R COLE & ASSOC	425.00	524756	
			4,264.12*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	1,550.00	524584	
A. MARK FAGGARD	250.00	524600	
MARVA PROVO	500.00	524619	
UNITED STATES POSTAL SERVICE	10.35	524670	
SIERRA SPRING WATER CO. - BT	44.98	524674	
WILLIAM MARCUS WILKERSON	250.00	524707	
MATUSKA LAW FIRM	350.00	524715	
FUNCTION 4 LLC	31.00	524730	
			2,986.33*
COURT MASTER			
LAWRENCE E THORNE III	3,761.88	524699	
FUNCTION 4 LLC	31.00	524730	
RICHARD D HUGHES ATTORNEY AT LAW	1,700.00	524753	
			5,492.88*
MEDIATION CENTER			
FUNCTION 4 LLC	31.00	524730	
			31.00*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	524730	
			124.00*
SHERIFF'S DEPARTMENT			
J.S. EDWARDS & SHERLOCK INS. AGENCY	142.00	524599	
AT&T	103.06	524631	

NAME	AMOUNT	CHECK NO.[132]	TOTAL
UNITED STATES POSTAL SERVICE	2,558.09	524670	
REPUBLIC SERVICES # 862	73.61	524720	
FUNCTION 4 LLC	310.00	524730	
			3,186.76*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	144.32	524587	
FED EX	94.53	524604	
VERIZON WIRELESS	37.99	524666	
FUNCTION 4 LLC	31.00	524730	
ODP BUSINESS SOLUTIONS, LLC	190.94	524764	
AMAZON CAPITAL SERVICES	67.55	524769	
BAK GLOBAL LLC	80.00	524770	
			646.33*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	224.37	524579	
BOB BARKER CO., INC.	1,571.44	524588	
ECOLAB	724.38	524598	
W.W. GRAINGER, INC.	176.54	524606	
ENTERGY	32,504.05	524607	
KIRKSEY'S SPRINT PRINTING	24.95	524613	
M&D SUPPLY	363.06	524614	
SCOOTER'S LAWNMOWERS	69.98	524621	
WORTH HYDROCHEM OF THE GULF COAST	390.00	524638	
LOWE'S HOME CENTERS, INC.	743.21	524677	
WORLD FUEL SERVICES	1,294.69	524697	
A1 FILTER SERVICE COMPANY	998.40	524702	
GALLS LLC	234.79	524719	
REPUBLIC SERVICES # 862	5,563.52	524720	
FUNCTION 4 LLC	217.00	524730	
MOORE-ALL TEX SUPPLY	220.00	524735	
LASALLE CORRECTIONS VI LLC	40,050.00	524738	
US CORRECTIONS LLC	3,420.00	524740	
TRINITY SERVICES GROUP INC	97,467.13	524745	
WORKQUEST	358.36	524758	
ODP BUSINESS SOLUTIONS, LLC	4,969.02	524764	
AMAZON CAPITAL SERVICES	17.99	524769	
			191,602.88*
JUVENILE PROBATION DEPT.			
FED EX	83.88	524603	
CHERYL TARVER	53.60	524640	
UNITED STATES POSTAL SERVICE	6.90	524670	
LATRICIA COLEMAN	76.38	524678	
FUNCTION 4 LLC	93.00	524730	
SHERONDA LEE	125.96	524733	
BRENDA WOOD	107.20	524752	
LAQUITA TORRES	80.40	524773	
NAKIA FOBBS	192.29	524777	
			819.61*
JUVENILE DETENTION HOME			
ENTERGY	4,152.33	524607	
HYDRO-CLEAN SERVICES, INC.	620.00	524610	
REPUBLIC SERVICES # 862	519.60	524720	
FUNCTION 4 LLC	31.00	524730	
BIG THICKET PLUMBING INC	180.00	524734	
			5,502.93*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	6.90	524670	
FUNCTION 4 LLC	31.00	524730	
			37.90*
CONSTABLE-PCT 4			
FUNCTION 4 LLC	31.00	524730	
			31.00*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	1.94	524670	
FUNCTION 4 LLC	31.00	524730	
ODP BUSINESS SOLUTIONS, LLC	241.21	524764	
			274.15*
CONSTABLE PCT. 8			

NAME	AMOUNT	CHECK NO.[133]	TOTAL
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	524718	
FUNCTION 4 LLC	31.00	524730	
			102.00*
AGRICULTURE EXTENSION SVC			
DAVID OATES	75.04	524722	
FUNCTION 4 LLC	31.00	524730	
			106.04*
HEALTH AND WELFARE NO. 1			
ENTERGY	70.00	524608	
UNITED STATES POSTAL SERVICE	62.25	524670	
FUNCTION 4 LLC	62.00	524730	
EZEA D EDE MD	3,140.91	524750	
			3,335.16*
HEALTH AND WELFARE NO. 2			
FUNCTION 4 LLC	62.00	524730	
EZEA D EDE MD	3,140.91	524750	
			3,202.91*
NURSE PRACTITIONER			
FUNCTION 4 LLC	31.00	524730	
			31.00*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	31.00	524730	
ODP BUSINESS SOLUTIONS, LLC	120.43	524764	
			151.43*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	36,970.47	524711	
			36,970.47*
EMERGENCY MANAGEMENT			
AMAZON CAPITAL SERVICES	1,558.68	524769	
			1,558.68*
MAINTENANCE-BEAUMONT			
WURTH LOUIS AND COMPANY	116.23	524582	
COBURN SUPPLY COMPANY INC	153.92	524594	
CONSOLIDATED ELECTRICAL DIST INC.	52.72	524595	
ECOLAB	266.85	524598	
W.W. GRAINGER, INC.	270.79	524606	
M&D SUPPLY	28.14	524614	
SANITARY SUPPLY, INC.	2,499.96	524620	
ACE IMAGEWEAR	233.82	524623	
S.E. TEXAS BUILDING SERVICE	24,342.17	524624	
WORTH HYDROCHEM OF THE GULF COAST	290.00	524638	
SERVICE GRAPHICS	2,120.00	524643	
REFLECTIONS	106.00	524647	
CENTERPOINT ENERGY RESOURCES CORP	7,141.63	524685	
REPUBLIC SERVICES # 862	1,558.80	524720	
FUNCTION 4 LLC	31.00	524730	
AT&T CORP	190.83	524755	
TRIANGLE ART AND FRAME UNLIMITED	40.00	524780	
			39,442.86*
MAINTENANCE-PORT ARTHUR			
DRAGO HARDWARE CO.	12.95	524596	
S.E. TEXAS BUILDING SERVICE	5,000.00	524624	
AT&T	531.06	524632	
LOWE'S HOME CENTERS, INC.	190.89	524677	
FUNCTION 4 LLC	93.00	524730	
			5,827.90*
MAINTENANCE-MID COUNTY			
SANITARY SUPPLY, INC.	338.87	524620	
W. JEFFERSON COUNTY M.W.D.	29.93	524637	
REPUBLIC SERVICES # 862	83.13	524720	
BOSCO INDUSTRIES	250.00	524725	
FUNCTION 4 LLC	31.00	524730	
			732.93*
SERVICE CENTER			

NAME	AMOUNT	CHECK NO.[134]	TOTAL
SPIDLE & SPIDLE	8,830.52	524585	
J.K. CHEVROLET CO.	219.43	524611	
PHILPOTT MOTORS, INC.	573.81	524617	
JEFFERSON CTY. TAX OFFICE	7.50	524651	
JEFFERSON CTY. TAX OFFICE	7.50	524652	
JEFFERSON CTY. TAX OFFICE	7.50	524653	
JEFFERSON CTY. TAX OFFICE	7.50	524654	
JEFFERSON CTY. TAX OFFICE	7.50	524655	
JEFFERSON CTY. TAX OFFICE	7.50	524656	
JEFFERSON CTY. TAX OFFICE	7.50	524657	
JEFFERSON CTY. TAX OFFICE	16.75	524658	
JEFFERSON CTY. TAX OFFICE	7.50	524659	
JEFFERSON CTY. TAX OFFICE	7.50	524660	
JEFFERSON CTY. TAX OFFICE	7.50	524661	
JEFFERSON CTY. TAX OFFICE	7.50	524662	
JEFFERSON CTY. TAX OFFICE	16.75	524663	
JEFFERSON CTY. TAX OFFICE	7.50	524664	
JEFFERSON CTY. TAX OFFICE	7.50	524665	
A-1 AUTO & TRUCK	2,382.00	524680	
BUMPER TO BUMPER	639.91	524684	
ROBERT'S TEXACO XPRESS LUBE	49.00	524693	
AMERICAN TIRE DISTRIBUTORS	599.96	524695	
MIGHTY OF SOUTHEAST TEXAS	356.65	524701	
1800RADIATOR & AC	637.00	524717	
REPUBLIC SERVICES # 862	83.13	524720	
CINTAS CORPORATION	79.01	524723	
FUNCTION 4 LLC	31.00	524730	
JCN OIL SERVICE	140.00	524747	
ODP BUSINESS SOLUTIONS, LLC	160.17	524764	
MUNRO'S UNIFORM SERVICES, LLC	462.40	524767	
			15,374.99*
VETERANS SERVICE			
NACVSO	50.00	524644	
FUNCTION 4 LLC	62.00	524730	
ODP BUSINESS SOLUTIONS, LLC	280.78	524764	
			392.78*
			369,447.73**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	39.10	524592	
SANITARY SUPPLY, INC.	135.77	524620	
ACE IMAGEWEAR	66.12	524623	
AT&T	39.80	524633	
INDUSTRIAL & COMMERCIAL MECHANICAL	285.75	524704	
SHERWIN-WILLIAMS COMPANY	137.74	524710	
REPUBLIC SERVICES # 862	83.13	524720	
FUNCTION 4 LLC	31.00	524730	
O'REILLY AUTO PARTS	71.96	524737	
MCGRIFF INSURANCE SERVICES, INC	979.00	524766	
			1,737.13**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	524730	
			31.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,309.00	524748	
BEAUMONT OCCUPATIONAL SERVICES	487.95	524771	
			1,796.95**
SECURITY FEE FUND			
GALLS LLC	105.07	524719	
			105.07**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	524730	
			31.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	72.15	524628	
FUNCTION 4 LLC	41.15	524730	
			113.30**
JUVENILE PROB & DET. FUND			

NAME	AMOUNT	CHECK NO.[135]	TOTAL
VERIZON WIRELESS	65.65	524668	
			65.65**
GRANT A STATE AID			
BI INCORPORATED	897.20	524648	
			897.20**
COMMUNITY SUPERVISION FND			
CORRECTIONAL COUNSELING, INC.	705.93	524581	
UNITED STATES POSTAL SERVICE	71.07	524670	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	524691	
JCCSC	384.00	524700	
FUNCTION 4 LLC	62.00	524730	
			8,188.00**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	31.00	524730	
			31.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	524730	
			31.00**
LAW OFFICER TRAINING GRT			
ENTERGY	231.98	524607	
ODP BUSINESS SOLUTIONS, LLC	349.99	524764	
			581.97**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	447.00	524590	
AT&T	112.30	524631	
ALLIANCE MECHANICAL SERVICES	445.50	524683	
TEXAS HOTEL & LODGING ASSOCIATION	400.00	524696	
REPUBLIC SERVICES # 862	83.13	524720	
CINTAS CORPORATION	.00	524723	
FUNCTION 4 LLC	726.87	524730	
FERGUSON ENTERPRISES INC	626.92	524731	
BRIDAL TRADITIONS	400.00	524754	
CHAPMAN VENDING	41.70	524757	
GEORGE WEST	27.40	524760	
ODP BUSINESS SOLUTIONS, LLC	93.75	524764	
MUNRO'S UNIFORM SERVICES, LLC	199.30	524767	
MASSEY SERVICES INC	25.00	524778	
			3,628.87**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	524730	
			62.00**
GLO DISASTER GRANT HOME			
DEE RICHARD REAL ESTATE LLC	3,455.98	524779	
			3,455.98**
CAPITAL PROJECTS FUND			
FITTZ & SHIPMAN, INC.	45,878.00	524605	
			45,878.00**
AIRPORT FUND			
W.W. GRAINGER, INC.	38.12	524606	
SANITARY SUPPLY, INC.	699.78	524620	
TEXAS DEPT OF LICENSING &	1,281.00	524636	
BUBBA'S AIR CONDITIONING	344.99	524639	
MUNICIPAL EMERGENCY SERVICES	625.00	524686	
DISH NETWORK	124.39	524690	
INDUSTRIAL & COMMERCIAL MECHANICAL	6,374.75	524704	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	109.55	524714	
REPUBLIC SERVICES # 862	785.66	524720	
ALLSTATES COATINGS COMPANY	6,987.50	524721	
FUNCTION 4 LLC	62.00	524730	
TITAN AVIATION FUELS	98,187.57	524739	
LUMACURVE AIRFIELD SIGNS	501.03	524742	
BEARCOM / KAY ELECTRONICS	7,432.93	524743	
CY-FAIR TIRE	47.10	524744	

NAME	AMOUNT	CHECK NO.[136]	TOTAL
ODP BUSINESS SOLUTIONS, LLC	568.60	524764	
MUNRO'S UNIFORM SERVICES, LLC	114.63	524767	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	7.94	524768	
			124,292.54**
AIRPORT IMPROVE. GRANTS			
GARVER LLC	193,825.70	524698	
			193,825.70**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	154,278.10	524732	
NEUROMUSCULAR CORPORATE SOLUTIONS	13,500.00	524741	
UNITED HEALTHCARE SERVICES INC	161,375.76	524746	
			329,153.86**
SETEC FUND			
REPUBLIC SERVICES # 862	1,195.00	524720	
			1,195.00**
LIABILITY CLAIMS ACCOUNT			
JEFFERSON CTY - WORKERS COMP	6,911.35	524774	
			6,911.35**
WORKER'S COMPENSATION FD			
JEFFERSON CTY - WORKERS COMP	24,964.94	524775	
			24,964.94**
ARPA CORONAVIRUS RECOVERY			
LEGACY COMMUNITY DEVELOPMENT CORP	12,868.26	524765	
			12,868.26**
GUARDIANSHIP FEE			
WILLIAM FORD DISHMAN	300.00	524712	
			300.00**
			1,143,758.25***

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
3535 CALDER AVENUE, SUITE 300
Joshua C. Heinz BEAUMONT, TEXAS 77706 jheinz@benoxford.com
PHONE: (409) 833-9182
FAX: (409) 833-8819

Janaury 3, 2025

Via Email
Honorable Jeff Branick
County Judge
Jefferson County, Texas
P. O. Box 4025
Beaumont Texas 77704

Re: Jefferson County Emergency Services District No. 5; Reappointment of ESD Commissioner with Expiring Terms of Office; B&O File No. 87102.

Dear Judge Branick and County Commissioners,

We are writing regarding the re-appointment of Commissioners for Jefferson County Emergency Services District No. 5 ("JCESD No. 5"), namely Robert Lott, Board Assistant Treasurer (Place 2, appointed by Commissioner Sinegal), and Daniel Hidalgo, Board President (Place 4, appointed by Commissioner Erickson, whose prior terms of office expired on January 1, 2025.[1]

Mr. Lott and Mr. Hidalgo request that the Commissioners Court of Jefferson County, Texas ("Commissioners Court") re-appoint them for an additional term. Both continue to meet the qualifications set forth in Section 775.034(a) of the Texas Health and Safety Code, and they are willing and desire to continue serving as JCESD No. 5 Commissioners. If re-appointed, Mr. Lott and Mr. Hidalgo's new two-year terms would commence on January 1, 2025 and expire on January 1, 2027. *See* Tex. Health & Safety Code § 775.034(b).

Accordingly, we request that the Commissioners Court place the following item on its next meeting agenda:

- Consider and approve the re-appointment of JCESD No. 5 Commissioners serving in Place 2 (Robert Lott) and Place 4 (Daniel Hidalgo), with each to serve another two-year term of office beginning on January 1, 2025 and expiring on January 1, 2027.

[1] The places and initial terms of office for the JCESD No. 5 Commissioners were established by the Jefferson County Commissioners' Court during its February 13, 2024 and March 12, 2024 Regular Meetings pursuant to and in accordance with Section 775.034(c) of the Texas Health and Safety Code.

Thank you for your consideration of the foregoing, which is being presented on behalf of and at the specific request of the aforementioned JCESD No. 5 Commissioners, and if you have any questions relating these or any other JCESD No. 5 matters, please do not hesitate to contact me.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By:_____
Joshua C. Heinz

JCH/jcr

cc: ***Via Email***
Fred Jackson
County Judge's Office

Via Email
Daniel Hidalgo
Robert Lott
JCESD No. 5

JCESD No. 5 – Initial Board Member Appointments

Place 1
Steve Rice
Date Appointed: 2/13/2024
2-year initial term (ends 1/1/2026)
Appointed by Judge Branick

Place 2
Robert Lott
Date Appointed: 2/13/2024
1-year initial term (ends 1/1/2025)
Appointed by Commissioner Sinegal

Place 3
Aaron Permenter
Date Appointed: 3/12/2024
2-year initial term (ends 1/1/2026)
Appointed by Commissioner Sinegal

Place 4
Daniel Hidalgo
Date Appointed: 2/13/2024
1-year initial term (ends 1/1/2025)
Appointed by Commissioner Erickson

Place 5
Jerry Nelson
Date Appointed: 2/13/2024
2-year initial term (ends 1/1/2026)
Appointed by Commissioner Alfred

Form #2204 Rev 9/2017

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None

This space reserved for office use

OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Zena Stephens, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Jefferson County Sheriff 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.

Z Stephens
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas
County of Jefferson

Sworn to and subscribed before me on this 1st day of January, 2025.

(Affix Notary Seal, only if oath administered by a notary.)

EMILY BEAUGH
Notary Public, State of Texas
Comm. Expires 12-01-2028
Notary ID# 129135933

Emily Beaugh
Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Emily Beaugh
Printed or Typed Name

Return to:
Emily Beaugh
5030 Hwy 69 S.
Beaumont, Tx 77705

VG-104-2025-30

Jefferson County
Roxanne Acosta-Hellberg
Jefferson County Clerk

Instrument Number: 30

Bonds, Oaths, Deputations

Recorded On: January 02, 2025 09:07 AM

Number of Pages: 2

" Examined and Charged as Follows: "

Total Recording: $0.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	30
Receipt Number:	20250102000019
Recorded Date/Time:	January 02, 2025 09:07 AM
User:	Nancy B
Station:	CCLERK31

Record and Return To:

EMILY BEAGH
5030 HWY 69 S
BEAUMONT TX 77705

COUNTY COURT OF JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
Jefferson County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Jefferson County, Texas

Roxanne Acosta-Hellberg
Jefferson County Clerk
Jefferson County, TX

Roxanne Acosta-Hellberg

Jefferson County Clerk

Roxanne Acosta-Hellberg
1085 Pearl St
Beaumont, TX 77701

Main: (409)835-8475 **Fax:** (409)839-2394

Receipt: 20250102000019
Date: 01/02/2025
Time: 09:07AM
By: Nancy B
Station: CCLERK31
Status: ORIGINAL COPY

Seq	Item	Document Description	Number	Number Of	Amount	Serial Number	GF Number
1	Bonds, Oaths, Deputations	OATH	30	2	$0.00		

Order Total (1) $0.00

Seq	Payment Method	Transaction Id	Comment	Total
1				$0.00

Total Payments (1) $0.00

Change Due $0.00

EMILY BEAGH
5030 HWY 69 S
BEAUMONT, TX 77705

For more information about the County Clerk's office and to search property records online, please visit https://co.jefferson.tx.us/cclerk

Form 2204 - Oath of Office
(General Information)

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Execution and Delivery Instructions

An Oath of Office that is required to be filed with the Office of the Secretary of State is considered filed once it has been received by this office. The Oath of Office may be administered to you by a person authorized under the provisions of Chapter 602 of the Texas Government Code. Authorized persons commonly used to administer oaths include notaries public and judges.

***Mail*:** P.O. Box 12887, Austin, Texas 78711-2887.
***Overnight mail or hand deliveries*:** James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.
***Fax*:** (512) 463-5569. If faxed, the original Oath should also be mailed to the appropriate address above.
***Email*:** Scanned copies of the executed Oath may be sent to register@sos.texas.gov. If sent by email, the original Oath should also be mailed to the appropriate address above.

***NOTE**: Do not have the Oath of Office administered to you before executing and filing the Statement of Officer (Form 2201 – commonly referred to as the "Anti-Bribery Statement") with the Office of the Secretary of State*.

Commentary

Pursuant to art. XVI, Section 1 of the Texas Constitution, the Oath of Office *may not* be taken until a Statement of Officer (see Form 2201) has been subscribed to and, as required, filed with the Office of the Secretary of State. Additionally, gubernatorial appointees who are appointed during a legislative session *may not* execute their Oath until after confirmation by the Senate. Tex. Const. art. IV, Section 12.

***Officers Required to File Oath of Office with the Secretary of State*:**

Gubernatorial appointees
District attorneys
Appellate and district court judges
Officers appointed by the supreme court, the court of criminal appeals, or the State Bar of Texas
Associate judges appointed under subchapter B or C, chapter 201 of the Texas Family Code
Directors of districts operating pursuant to chapter 36 or 49 of the Texas Water Code file a duplicate original of their Oath of Office within 10 days of its execution. Texas Water Code, Sections 36.055(d) and 49.055(d)

***Officers Not Required to File Oath of Office with the Secretary of State*:**

Members of the Legislature elected to a *regular* term of office will have their Oath of Office administered in chambers on the opening day of the session and recorded in the appropriate Journal. Members elected to an *unexpired* term of office should file their Oath of Office with either the Chief Clerk of the House or the Secretary of the Senate, as appropriate.

All other persons should file their Oaths locally. Please check with the county clerk, city secretary or board/commission secretary for the proper filing location.

As a general rule, city and county officials do not file their oath of office with the Secretary of State– these officials file at the local level. The Legislature amended the Texas Constitution, Article 16, Section 1, in November 2001 to no longer require local level elected officials to file with our office. **The Office of the Secretary of State does NOT file Statements or Oaths from the following persons**: Assistant District Attorneys; City Officials, including City Clerks, City Council Members, Municipal Judges, Justices of the Peace, and Police/Peace Officers; Zoning/Planning Commission Members; County Officials, including County Clerks, County Commissioners, County Judges (*except County Court of Law Judges who file with the Elections Division)*, County Tax Assessors, and District Clerks; and Officials of Regional Entities, such as, Appraisal Review Districts, Emergency Service Districts, and School Districts (ISD's). Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions.

All state or county officers, other than the governor, lieutenant governor, and members of the legislature, who qualify for office, are commissioned by the governor. Tex. Gov't Code, Section 601.005. The Secretary of State performs ministerial duties to administer the commissions issued by the governor, including confirming that officers are qualified prior to being commissioned. Submission of this oath of office to the Office of the Secretary of State confirms an officer's qualification so that the commission may be issued.

Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or register@sos.texas.gov.

Revised 9/2017

Form #2201 Rev. 05/2020 **Submit to:** **SECRETARY OF STATE** **Government Filings** **Section P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **512-463-5569 - Fax** **Filing Fee: None**	**STATEMENT OF OFFICER**

Statement

I, Zena Stephens, 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.

Title of Position to Which Elected/Appointed: Sheriff

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 12/30/24

Signature of Officer

Jefferson County Clerk

Roxanne Acosta-Hellberg
1085 Pearl St
Beaumont, TX 77701

Main: (409)835-8475 **Fax:** (409)839-2394

Receipt: 20241230000165
Date: 12/30/2024
Time: 04:07PM
By: Nancy B
Station: CCLERK31
Status: ORIGINAL COPY

Seq	Item	Document Description	Number	Number Of	Amount	Serial Number	GF Number
1	Bonds, Oaths, Deputations	OATH	33325	2	$0.00		

Order Total (1) $0.00

Seq	Payment Method	Transaction Id	Comment	Total
1				$0.00

Total Payments (1) $0.00

Change Due $0.00

ZENA STEPHENS
5030 HWY 69S
BEAUMONT, TX 77705

For more information about the County Clerk's office and to search property records online, please visit https://co.jefferson.tx.us/cclerk

Form 2201 - Statement of Officer
(General Information)

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

Execution and Delivery Instructions
A Statement of Officer required to be filed with the Office of the Secretary of State is considered filed once it has been received by this office.

***Mail*:** P.O. Box 12887, Austin, Texas 78711-2887.
***Overnight mail or hand deliveries*:** James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.
***Fax*:** (512) 463-5569.
***Email*:** Scanned copies of the executed Statement may be sent to *register@sos.texas.gov*

NOTE: The Statement of Officer form, commonly referred to as the "Anti-Bribery Statement," must be executed and filed with the Office of the Secretary of State before taking the Oath of Office (Form 2204).

Commentary

Article XVI, section 1 of the Texas Constitution requires all elected or appointed state and local officers to take the official oath of office found in section 1(a) and to subscribe to the anti-bribery statement found in section 1(b) before entering upon the duties of their offices.

Elected and appointed state-level officers required to file the anti-bribery statement with the Office of the Secretary of State include members of the Legislature, the Secretary of State, and all other officers whose jurisdiction is coextensive with the boundaries of the state or who immediately belong to one of the three branches of state government. Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions. For more information, see Op. Tex. Att'y Gen. No. JC-0575 (2002) (determining the meaning of "state officer" as it is used in Article XVI).

Effective September 1, 2017, Senate Bill 1329, which was enacted by the 85th Legislature, Regular Session, amended chapter 602 of the Government Code to require the following judicial officers and judicial appointees to file their oath and statement of officer with the secretary of state:

> Officers appointed by the supreme court, the court of criminal appeals, or the State Bar of Texas; and
> Associate judges appointed under Subchapter B or C, Chapter 201, Family Code.

Local officers must retain the signed anti-bribery statement with the official records of the office. *As a general rule, city and county officials do not file their oath of office with the Secretary of State– these officials file at the local level. The Legislature amended the Texas Constitution, Article 16, Section 1, in November 2001 to no longer require local level elected officials to file with our office.* **The Office of the Secretary of State does NOT file Statements or Oaths from the following persons**: Assistant District Attorneys; City Officials, including City Clerks, City Council Members, Municipal Judges, Justices of the Peace, and Police/Peace Officers; Zoning/Planning Commission Members; County Officials, including County Clerks, County Commissioners, County Judges, County Tax Assessors, and District Clerks; and Officials of Regional Entities, such as, Appraisal Review Districts, Emergency Service Districts, and School Districts (ISD's).

Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or register@sos.texas.gov

Revised 05/2020

BEAUMONT
TEXAS

RECEIVED
DEC 3 0 2024
AUDITOR'S OFFICE

December 20, 2024

CERTIFIED
#95890710527018134980 81

JEFFERSON COUNTY
1149 PEARL ST
BEAUMONT, TX 77701

Re: 2595 AMARILLO
DG.ST. 110

Dear Sir/Madam,

You have been identified as the new property owner of 2595 Amarillo by JCAD.

The structure located at 2595 Amarillo was tagged an unsafe substandard structure. The structure was presented before City Council and a raze order was issued.

This letter is to notify you that the City will be moving forward with the demolition immediately.

I am requesting that any personal property be removed immediately because the spoils from the demolition will be discarded according to city policies and procedures.

If you should have any questions, please feel free to contact Building Codes 409-880-3762.

Sincerely,

Silas Clutter
City of Beaumont
Demolition Coordinator

Building Codes Division
T 409.880.3762
F 409.880.3110
PO Box 3827 | Beaumont, TX 77704
beaumonttexas.gov

RICH WITH OPPORTUNITY
BEAUMONT
T • E • X • A • S

CITY OF BEAUMONT
BUILDING CODES DIVISION
CONSENT FORM FOR DEMOLITION OF UNSAFE SUBSTANDARD STRUCTURES

I, **Jefferson County** , do hereby give the City of Beaumont, Jefferson County, Texas, my consent as owner of the property and structure identified below to demolish and remove said structure. In consideration for the demolition, I agree as follows:

1. I will be responsible for raking and cleaning up of small debris left by the demolition.

2. In order for debris to be removed, I understand I will be required to place the materials at the curb line in accordance with City ordinances. I understand that the demolition may result in ruts in the property and the potential of damage to real and personal property remaining on the property.

3. ~~I hereby indemnify the City, its employees, officers and agent against any and all claims for injuries or damages arising from demolition on my property, expressly including injuries to persons or damages to real or personal property arising from negligence by the City, its employees, officers or agents.~~ DO NOT AGREE Cannot legally indemnify

4. **If this structure is an outbuilding such as rear garage apartment, shed or garage, etc., it is the responsibility of the property owner to disconnect electricity, water and gas utilities from this structure!!**

***** **Any personal property should be removed immediately because the spoils from the demolition will be discarded according to city policies and procedures.**

***** **The owner is responsible for securing the property until the City demolishes it.**

PROPERTY DESCRIPTION:
2595 AMARILLO
CARTWRIGHT L 6 B 46

Telephone Number

Signature

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST

DATE 1/14/2025

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day appeared **Jefferson County** , and known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he (they) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of **JANUARY , 2025.**

Notary Public in and for
Jefferson County, Texas
My Commission Expires:

cc:democonsent

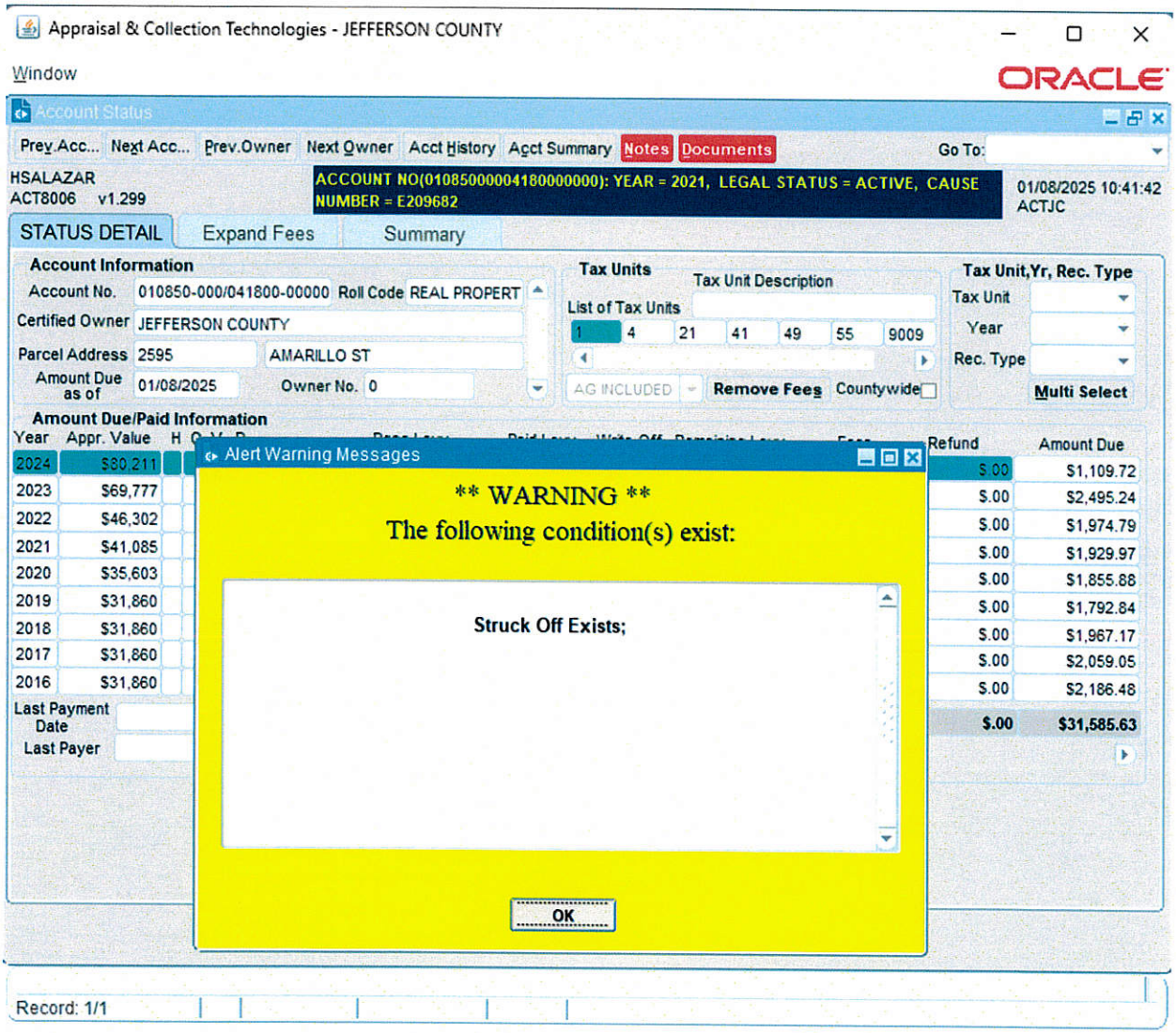
Jan 10, 2024 at 10:52:54 AM

Jan 10, 2024 at 10:51:47 AM
TRAP
SOUTHSIDE

Mar 25, 2024 at 10:22:08 AM

Jan 10, 2024 at 10:54:30 AM

Jan 10, 2024 at 10:52:32 AM


Appraisal & Collection Technologies - JEFFERSON COUNTY
Window
ORACLE
Account Status
Prev Acc... Next Acc... Prev Owner Next Owner Acct History Acct Summary Notes Documents Go To:
HSALAZAR
ACT8006 v1.299
ACCOUNT NO(01085000004180000000): YEAR = 2021, LEGAL STATUS = ACTIVE, CAUSE NUMBER = E209682
01/08/2025 10:41:42
ACTJC
STATUS DETAIL Expand Fees Summary
Account Information
Account No. 010850-000/041800-00000 Roll Code REAL PROPERT
Certified Owner JEFFERSON COUNTY
Parcel Address 2595 AMARILLO ST
Amount Due as of 01/08/2025 Owner No. 0
Tax Units
Tax Unit Description
List of Tax Units
1 4 21 41 49 55 9009
AG INCLUDED Remove Fees Countywide
Tax Unit,Yr, Rec. Type
Tax Unit
Year
Rec. Type
Multi Select
Amount Due/Paid Information
Year Appr. Value H
Refund Amount Due
2024 $80,211 $.00 $1,109.72
2023 $69,777 $.00 $2,495.24
2022 $46,302 $.00 $1,974.79
2021 $41,085 $.00 $1,929.97
2020 $35,603 $.00 $1,855.88
2019 $31,860 $.00 $1,792.84
2018 $31,860 $.00 $1,967.17
2017 $31,860 $.00 $2,059.05
2016 $31,860 $.00 $2,186.48
$.00 $31,585.63
Last Payment Date
Last Payer
Alert Warning Messages
** WARNING **
The following condition(s) exist:
Struck Off Exists;
OK
Record: 1/1

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

IN THE MATTER OF AN ENFORCEMENT ACTION CONCERNING JEFFERSON COUNTY CORRECTIONAL FACILITY RN101823490	§ § § § § §	BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

AGREED ORDER
DOCKET NO. 2024-0994-PST-E

I. JURISDICTION AND STIPULATIONS

On _____, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding Jefferson County Correctional Facility (the "Respondent") under the authority of TEX. WATER CODE chs. 7 and 26. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent operates, as defined in 30 TEX. ADMIN. CODE § 334.2(75), an underground storage tank ("UST") system that provides fuel to a county emergency generator located at 5030 Highway 69 South in Beaumont, Jefferson County, Texas (the "Facility"). The UST system at the Facility is not exempt or excluded from regulation under the Texas Water Code or the rules of the Commission, and contains or contained a regulated petroleum substance as defined in the rules of the TCEQ.

2. The Executive Director and the Respondent agree that the TCEQ has jurisdiction to enter this Order pursuant to TEX. WATER CODE §§ 7.002, 7.051, and 7.073, and that the Respondent is subject to TCEQ's jurisdiction. The TCEQ has jurisdiction in this matter pursuant to TEX. WATER CODE § 5.013 because it alleges violations of TEX. WATER CODE ch. 26 and the rules of the TCEQ.

3. The occurrence of any violation is in dispute and the entry of this Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.

4. An administrative penalty in the amount of $9,000 is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The Respondent paid $7,200 of the penalty and $1,800 is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Order. The deferred amount shall be waived only upon full compliance with all the terms and conditions contained in this Order. If the Respondent fails to timely and satisfactorily comply with any of the terms or requirements contained in this Order, the Executive Director may demand payment of all or part of the deferred penalty amount.

5. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a). Any notice and procedures, which might otherwise be authorized or

required in this action, are waived in the interest of a more timely resolution of the matter.

6. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Order.

7. This Order represents the complete and fully integrated agreement of the parties. The provisions of this Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Order unenforceable, the remaining provisions shall be valid and enforceable.

8. This Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Order, whichever is later.

9. The Executive Director recognizes that the Respondent implemented the following corrective measures at the Facility:

   a. Conducted the annual walkthrough inspection of the containment sumps on October 1, 2022 at the Facility;

   b. Conducted the triennial inspection of the overfill prevention equipment on April 13, 2024; and

   c. Conducted the triennial inspection of the spill prevention equipment on April 17, 2024.

II. ALLEGATIONS

During an investigation at the Facility conducted on July 19, 2022, an investigator documented that the Respondent:

1. Failed to monitor the USTs in a manner which will detect a release at a frequency of at least once every 30 days, in violation of 30 TEX. ADMIN. CODE § 334.50(b)(1)(A) and TEX. WATER CODE § 26.3475(c)(1).

2. Failed to test the spill prevention equipment at least once every three years to ensure the equipment is liquid tight, in violation of 30 TEX. ADMIN. CODE § 334.48(g)(1)(A)(ii) and TEX. WATER CODE § 26.3475(c)(2). Specifically, the Respondent had not conducted the spill bucket integrity test.

3. Failed to inspect the overfill prevention equipment at least once every three years to ensure that the equipment is set to activate at the correct level and will activate when a regulated substance reaches that level, in violation of 30 TEX. ADMIN. CODE § 334.48(g)(1)(B) and TEX. WATER CODE § 26.3475(c)(2). Specifically, the Respondent had not conducted the triennial inspection the overfill prevention equipment.

4. Failed to inspect the overfill prevention equipment and release detection equipment at least once every 30 days, in violation of 30 TEX. ADMIN. CODE § 334.48(h)(1)(A) and TEX. WATER CODE § 26.3475(c)(2).

5. Failed to conduct the annual walkthrough inspection of the UST containment sumps, in violation of 30 TEX. ADMIN. CODE § 334.48(h)(1)(B)(ii) and TEX. WATER CODE § 26.3475(c)(2).

III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

1. The Respondent is assessed a penalty as set forth in Section I, Paragraph No. 4. The payment of this penalty and the Respondent's compliance with all of the requirements set forth in this Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: Jefferson County Correctional Facility, Docket No. 2024-0994-PST-E" to:

   Financial Administration Division, Revenue Operations Section
   Attention: Cashier's Office, MC 214
   Texas Commission on Environmental Quality
   P.O. Box 13088
   Austin, Texas 78711-3088

2. The Respondent shall undertake the following technical requirements:

   a. Withing 30 days after the effective date of this Order:

      i. Implement a release detection method for the USTs at the Facility, in accordance with 30 TEX. ADMIN. CODE § 334.50; and

      ii. Conduct the walkthrough inspections of the spill prevention and release detection equipment at least once every 30 days, in accordance with 30 TEX. ADMIN. CODE § 334.48.

   b. Within 45 days after the effective date of this Order, submit written certification, and include detailed supporting documentation including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provision No. 2.a. The certification shall be signed by the Respondent and shall include the following certification language:

      "I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification shall be submitted to:

Enforcement Division, MC 149A
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

with a copy to:

Waste Section Manager
Beaumont Regional Office
Texas Commission on Environmental Quality
3870 Eastex Freeway
Beaumont, Texas 77703-1830

3. All relief not expressly granted in this Order is denied.

4. The duties and provisions imposed by this Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of this Order to personnel who maintain day-to-day control over the Facility operations referenced in this Order.

5. The Executive Director may grant an extension of any deadline in this Order or in any plan, report, or other document submitted pursuant to this Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director. Extension requests shall be sent to the Enforcement Division at the address listed above.

6. This Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.

7. This Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms: electronic transmission, owner, person, writing, and written, shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.

8. The effective date of this Order is the date it is signed by the Commission. A copy of this fully executed Order shall be provided to each of the parties.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

_____ _____
For the Commission Date

_____ _____
For the Executive Director Date

I, the undersigned, have read and understand the attached Order. I am authorized to agree to the attached Order, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this Order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the OAG for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the OAG of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

_____ _____
Signature Date

_____ _____
Name (Printed or typed) Title
Authorized Representative of
Jefferson County Correctional Facility

☐ *If mailing address has changed, please check this box and provide the new address below:*

Instructions: Send the original, signed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Ordering Provision 1 of this Order.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

IN THE MATTER OF AN ENFORCEMENT ACTION CONCERNING JEFFERSON COUNTY CORRECTIONAL FACILITY RN101823490	§ § § § § §	BEFORE THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

AGREED ORDER
DOCKET NO. 2024-0994-PST-E

I. JURISDICTION AND STIPULATIONS

On _____, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding Jefferson County Correctional Facility (the "Respondent") under the authority of TEX. WATER CODE chs. 7 and 26. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent operates, as defined in 30 TEX. ADMIN. CODE § 334.2(75), an underground storage tank ("UST") system that provides fuel to a county emergency generator located at 5030 Highway 69 South in Beaumont, Jefferson County, Texas (the "Facility"). The UST system at the Facility is not exempt or excluded from regulation under the Texas Water Code or the rules of the Commission, and contains or contained a regulated petroleum substance as defined in the rules of the TCEQ.

2. The Executive Director and the Respondent agree that the TCEQ has jurisdiction to enter this Order pursuant to TEX. WATER CODE §§ 7.002, 7.051, and 7.073, and that the Respondent is subject to TCEQ's jurisdiction. The TCEQ has jurisdiction in this matter pursuant to TEX. WATER CODE § 5.013 because it alleges violations of TEX. WATER CODE ch. 26 and the rules of the TCEQ.

3. The occurrence of any violation is in dispute and the entry of this Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.

4. An administrative penalty in the amount of $9,000 is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The Respondent paid $7,200 of the penalty and $1,800 is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Order. The deferred amount shall be waived only upon full compliance with all the terms and conditions contained in this Order. If the Respondent fails to timely and satisfactorily comply with any of the terms or requirements contained in this Order, the Executive Director may demand payment of all or part of the deferred penalty amount.

5. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a). Any notice and procedures, which might otherwise be authorized or

required in this action, are waived in the interest of a more timely resolution of the matter.

6. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Order.

7. This Order represents the complete and fully integrated agreement of the parties. The provisions of this Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Order unenforceable, the remaining provisions shall be valid and enforceable.

8. This Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Order, whichever is later.

9. The Executive Director recognizes that the Respondent implemented the following corrective measures at the Facility:

   a. Conducted the annual walkthrough inspection of the containment sumps on October 1, 2022 at the Facility;

   b. Conducted the triennial inspection of the overfill prevention equipment on April 13, 2024; and

   c. Conducted the triennial inspection of the spill prevention equipment on April 17, 2024.

II. ALLEGATIONS

During an investigation at the Facility conducted on July 19, 2022, an investigator documented that the Respondent:

1. Failed to monitor the USTs in a manner which will detect a release at a frequency of at least once every 30 days, in violation of 30 TEX. ADMIN. CODE § 334.50(b)(1)(A) and TEX. WATER CODE § 26.3475(c)(1).

2. Failed to test the spill prevention equipment at least once every three years to ensure the equipment is liquid tight, in violation of 30 TEX. ADMIN. CODE § 334.48(g)(1)(A)(ii) and TEX. WATER CODE § 26.3475(c)(2). Specifically, the Respondent had not conducted the spill bucket integrity test.

3. Failed to inspect the overfill prevention equipment at least once every three years to ensure that the equipment is set to activate at the correct level and will activate when a regulated substance reaches that level, in violation of 30 TEX. ADMIN. CODE § 334.48(g)(1)(B) and TEX. WATER CODE § 26.3475(c)(2). Specifically, the Respondent had not conducted the triennial inspection the overfill prevention equipment.

4. Failed to inspect the overfill prevention equipment and release detection equipment at least once every 30 days, in violation of 30 TEX. ADMIN. CODE § 334.48(h)(1)(A) and TEX. WATER CODE § 26.3475(c)(2).

5. Failed to conduct the annual walkthrough inspection of the UST containment sumps, in violation of 30 TEX. ADMIN. CODE § 334.48(h)(1)(B)(ii) and TEX. WATER CODE § 26.3475(c)(2).

III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

IV. ORDERING PROVISIONS

NOW, THEREFORE, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ORDERS that:

1. The Respondent is assessed a penalty as set forth in Section I, Paragraph No. 4. The payment of this penalty and the Respondent's compliance with all of the requirements set forth in this Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: Jefferson County Correctional Facility, Docket No. 2024-0994-PST-E" to:

   Financial Administration Division, Revenue Operations Section
   Attention: Cashier's Office, MC 214
   Texas Commission on Environmental Quality
   P.O. Box 13088
   Austin, Texas 78711-3088

2. The Respondent shall undertake the following technical requirements:

   a. Withing 30 days after the effective date of this Order:

      i. Implement a release detection method for the USTs at the Facility, in accordance with 30 TEX. ADMIN. CODE § 334.50; and

      ii. Conduct the walkthrough inspections of the spill prevention and release detection equipment at least once every 30 days, in accordance with 30 TEX. ADMIN. CODE § 334.48.

   b. Within 45 days after the effective date of this Order, submit written certification, and include detailed supporting documentation including photographs, receipts, and/or other records to demonstrate compliance with Ordering Provision No. 2.a. The certification shall be signed by the Respondent and shall include the following certification language:

      "I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification shall be submitted to:

Enforcement Division, MC 149A
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

with a copy to:

Waste Section Manager
Beaumont Regional Office
Texas Commission on Environmental Quality
3870 Eastex Freeway
Beaumont, Texas 77703-1830

3. All relief not expressly granted in this Order is denied.

4. The duties and provisions imposed by this Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of this Order to personnel who maintain day-to-day control over the Facility operations referenced in this Order.

5. The Executive Director may grant an extension of any deadline in this Order or in any plan, report, or other document submitted pursuant to this Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director. Extension requests shall be sent to the Enforcement Division at the address listed above.

6. This Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.

7. This Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms: electronic transmission, owner, person, writing, and written, shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.

8. The effective date of this Order is the date it is signed by the Commission. A copy of this fully executed Order shall be provided to each of the parties.

SIGNATURE PAGE

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

_____ _____
For the Commission Date

_____ _____
For the Executive Director Date

I, the undersigned, have read and understand the attached Order. I am authorized to agree to the attached Order, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this Order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
- Greater scrutiny of any permit applications submitted;
- Referral of this case to the OAG for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
- Increased penalties in any future enforcement actions;
- Automatic referral to the OAG of any future enforcement actions; and
- TCEQ seeking other relief as authorized by law.

In addition, any falsification of any compliance documents may result in criminal prosecution.

Signature 1/7/2025
Date

Zeva Stephens Sheriff
Name (Printed or typed) Title
Authorized Representative of
Jefferson County Correctional Facility

☐ *If mailing address has changed, please check this box and provide the new address below:*

Instructions: Send the original, signed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Ordering Provision 1 of this Order.

STORMWATER MANAGEMENT PROGRAM

AS REQUIRED BY:

TPDES GENERAL PERMIT NO. TXR040000

PREPARED BY:

LJA

2615 CALDER AVE, STE 500
BEAUMONT, TEXAS 77702
PHONE: (409) 833-3363
FAX: (409) 833-0317

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Introduction/Rationale Statement

This stormwater management program for Jefferson County has been prepared in compliance with the TPDES General Permit No. TXR040000 with the effective date of August 15, 2024. The County has developed and implemented their SWMP for each consecutive TPDES TXR040000 permit term beginning in 2007. All previously established interim milestones have been achieved. Being that the 2024 Phase II MS4 permit is fully comprehensive with prescribed BMPs and measurable goals, the County has included new implementation dates for each BMP included in the SWMP which represents being at full implementation within 5 years from the permit issuance date. The BMPs/measurable goals were selected from the comprehensive permit and were determined to be the best available options to align with the County's previous SWMP that was successfully implemented for the past 3 permit terms. The SWMP is designed to cover the duration of the permit term and will be updated as required to ensure compliance with the requirements of TPDES General Permit No. TXR040000 and Section 402 of the Clean Water Act. The County has reviewed the permit requirements established for each minimum control measure and has included the appropriate BMPs and corresponding measurable goals from the comprehensive general permit.

Jefferson County is a member of the Jefferson County Stormwater Quality Coalition. Each entity in the Coalition has elected to develop a separate stormwater management program and will submit individual annual reports each year. As Non-traditional MS4 the County implements the program to the MEP and relies on adjacent MS4 operators and the TCEQ Region 10 Office for additional enforcement assistance as allowed by Part IV Section C.3(b)(2). The County's TXR040000 permit information is show below.

Entity	MS4 Level	Permit Number
Jefferson County	Non-Traditional MS4 (Level 2)	TXR040129

Jefferson County is entirely responsible for meeting the applicable SWMP requirements and has agreed to limit the implementation of their BMPs to the boundaries of their MS4 within the urbanized area. The County Engineer, Michelle Falgout, PE, is responsible for the overall implementation of the SWMP. In addition, the County has elected to utilize LJA Engineering as their MS4 consultant.

Jefferson County is located in the Upper Gulf Coast Region of Texas and serves a population of approximately 5,045 within the regulated MS4 area. The receiving water bodies receiving discharges from the County's storm sewer system include: Taylor Bayou, Alligator Bayou, Neches River Tidal, and Hildebrandt Bayou. A general location map of Jefferson County is shown below in **Figure 1.1** and maps of the County's urban area are included on the following pages as **Figure 1.2** and **Figure 1.3**.

General Location Map – Jefferson County, Texas

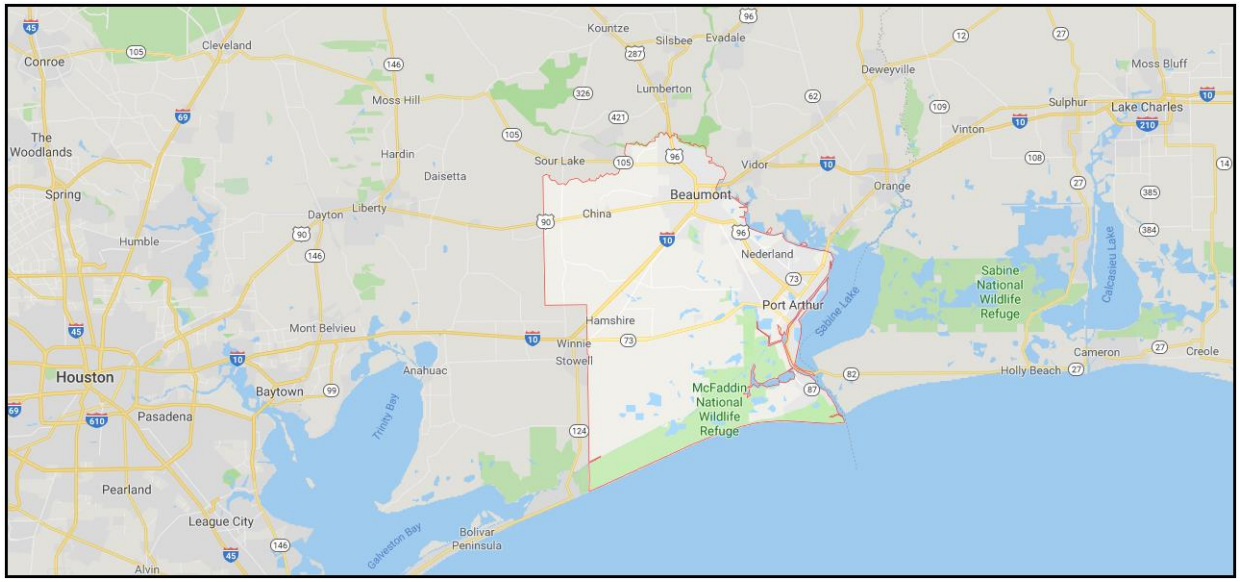


Figure 1.1

2020 Census Urban Area Map: Jefferson County, Texas (North Region)

Figure 1.2

2020 Census Urban Area Map: Jefferson County, Texas (South Region)

Figure 1.3

Section 1: Public Education and Outreach

1.A. Permit Requirements

The small MS4 operator shall implement a public education and outreach program to distribute educational materials to the community and conduct equivalent outreach about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.

1.B. Program Overview

The permittee has assessed the program elements that were described in the previous permit term, modified them as necessary, and developed new elements to continue reducing the discharge of pollutants from the MS4 to the MEP.

The permittee is fully responsible for the development and implementation of the Public Education and Outreach program. All BMPs and measurable goals included in this section will be implemented/ supported by the permittee.

The permittee is classified as a Level 2b small MS4s, therefore as required by TXR040000, the permittee has selected four BMPs from the comprehensive general permit for MCM 1.

As required by the comprehensive general permit, the Public Education and Outreach program implemented by the permittee will include the following target audience(s):

- Non- Traditional MS4: Target Audience – Residents

For the target audiences identified above, the permittee's Public Education and Outreach program will address the following targeted pollutants: pet waste, sediment runoff from construction activities, and illegal disposal of household hazardous waste. All public education materials, updated SWMP, and annual reports will be posted on the permittee's stormwater website (www.TXMS4.com/Jefferson). The updated SWMP will be posted no later than 30 days after the NOI is approved by the TCEQ and the MS4 annual reports will be posted no later than 30 days after the submittal deadline. Through the use of multiple media outlets, the permittee expects to reach a significant percentage of the local community during the permit term. The activities and materials utilized to fulfill the Public Education and Outreach MCM will be documented. The documentation of these records will be summarized in an annual report and will be specific enough to demonstrate compliance with the existing permit requirements. Included in each BMP is an explanation of how the BMP will be implemented, interim goals (if applicable), and the specific targeted pollutant/audience associated with that BMP. The successfulness of the public education program will be evaluated based on the accomplishment of all associated measurable goals.

1.C. Best Management Practices and Measurable Goals

BMP	Measurable Goals	Explanation
Information on the MS4 operator's website	Maintain a webpage with current and accurate information and working links - All links shall be checked, and the page shall be updated as necessary at a minimum of once annually - Must be maintained for the full year	The permittee will maintain their stormwater quality website at www.TXMS4.com/Jefferson. Website update form will be completed once per year. Target Audience: residents, staff, & contractors Target Pollutants: pet waste, sediment runoff from construction activities, and illegal disposal of household hazardous waste
Social Media Posts/Social Media Campaign	Post a minimum of four times each year on a minimum of one social media platform - The message shall address ways attendees can minimize or avoid adverse stormwater impacts or practices to improve the quality of stormwater runoff - The message shall be seasonally appropriate - Must make a minimum of one post per quarter and all quarterly posts must be visible by attendees for the full year	The permittee will maintain a social media page on Facebook annually and have a minimum of 1 stormwater quality post per quarter Target Audience: residents, staff, & contractors Target Pollutants: pet waste, sediment runoff from construction activities, and illegal disposal of household hazardous waste
Media/Advertising Campaign/Public Service Announcements; Billboard/ Poster; Bus Shelter/Bench; Radio/Television/Movie Theatre; and Kiosks	Develop topics that address activities or pollutants of concern. Advertisement must be active for a minimum of three weeks each year; or must have an estimated public exposure for the duration of the advertising campaign that is equal to twice the population for the small MS4 area (based on the most recent U.S. Census Bureau decennial population value for the small MS4 area).	The permittee will post public service announcements on their stormwater website that address the pollutants of concern. The PSAs will remain active for at least 3 weeks per year. Target Audience: residents Target Pollutants: illegal disposal of household hazardous waste
Permanent Stormwater Related Signage	Place signage in a location where the message is relevant and highly visible to target audience. Signage will count as an annual BMP for the year it was put in place and for each subsequent year of this permit cycle as long as each of those years the permittee inspects and maintains, as necessary, 100% of the signage once annually.	The permittee will post signage in highly visible locations and conduct 1 inspection per year to ensure proper maintenance. Target Audience: residents Target Pollutants: pet waste Interim Goal: Evaluate possible signage locations prior to December 2026

1.D. BMP Implementation Schedule and MS4 Responsibilities

BMP Implementation Schedule

BMP	Frequency of Action	Implementation Date
Information on the MS4 operator's website	Annually	December 2025
Social Media Posts/Social Media Campaign	Annually	December 2026
Media/Advertising Campaign/Public Service Announcements; Billboard/ Poster; Bus Shelter/Bench; Radio/Television/Movie Theatre; and Kiosks	Annually	December 2025
Permanent Stormwater Related Signage	Annually	December 2027

*BMPs that are implemented on an annual basis will be conducted prior to December 31st of each year, beginning on the year identified in the table above.

MS4 Responsibilities

The permittee is entirely responsible for implementing the BMPs and meeting the measurable goals established in this section of the SWMP. The permittee has agreed to limit the implementation of their BMPs to the boundaries of their MS4 within the urban area.

Section 2: Public Involvement/Participation

2.A. Permit Requirements

All permittees, except prisons/correctional facilities, shall involve the public, and, at a minimum, comply with any state and local public notice requirements in the planning and implementation activities related to developing and implementing the SWMP. The small MS4 operator must create opportunities, or support activities that are coordinated by citizen groups, for residents and others to become involved with the SWMP. The activities/BMPs must demonstrate an impact on stormwater runoff by improving water quality.

2.B. Program Overview

The permittee has assessed the program elements that were described in the previous permit term, modified them as necessary, and developed new elements to continue reducing the discharge of pollutants from the MS4 to the MEP.

The permittee is fully responsible for the development and implementation of the Public Involvement/Participation program. All BMPs and measurable goals included in this section will be implemented/supported by the permittee.

The permittee is classified as a Level 2b small MS4s, therefore as required by TXR040000, the permittee has selected three BMPs from the comprehensive general permit for MCM 2.

The activities and materials utilized to fulfill the Public Involvement/Participation MCM will be documented. The documentation of these records will be summarized in an annual report and will be specific enough to demonstrate compliance with the existing permit requirements. Included in each BMP is an explanation of how the BMP will be implemented and interim goals (if applicable).The successfulness of the public involvement/participation program will be evaluated based on the accomplishment of all associated measurable goals.

2.C. Best Management Practices and Measurable Goals

BMP	Measurable Goals	Explanation
Stream/lake or watershed clean-up events; litter/trash clean-up events such as Adopt-A-Highway, Adopt-A-Spot, Adopt-A-Street, Adopt-A-Stream, etc.	Host or support at a minimum one event for level 1 and 2 MS4s or two events for level 3 and 4 MS4s annually. - To be considered an event, the land area cleaned must be a minimum of: two acres, 400 yards of stream/streambank/riparian area, or two miles of roadside - These may be combined (such as one acre of land and 200 yards of stream)	The permittee will host a minimum of 1 cleanup event annually to provide the public with a volunteer opportunity to have a positive impact on stormwater quality
Stormwater related speaker series	Provide or support a minimum of one session for level 1 and 2 MS4s or two sessions for level 3 and 4 MS4s each year. These may be different speakers or audiences.	The permittee will conduct 1 session annually to provide the public with information about stormwater quality. The session may be conducted in-person or virtually through the use of the permittee's social media page.
Hold events to train residents, or work a project for homeowner associations (HOAs), or other public groups to cover stormwater topics such as: building rain barrels; fertilizer application training; rain garden/bio retention creation or maintenance; how to recognize illicit discharge activities and communicate observations to appropriate MS4 staff	Provide or support at a minimum one project or training annually	The permittee will conduct 1 training session annually to provide the public with information on how to recognize and report illicit discharges. The training session may be conducted in-person or virtually through the use of the permittee's social media page. Interim Goal: Develop training materials prior to December 2026

2.D. BMP Implementation Schedule and MS4 Responsibilities

BMP Implementation Schedule

BMP	Frequency of Action	Implementation Date
Clean-up Event	Annually	December 2025
Stormwater Related Speaker Series	Annually	December 2026
Stormwater Training Session	Annually	December 2027

*BMPs that are implemented on an annual basis will be conducted prior to December 31st of each year, beginning on the year identified in the table above.

MS4 Responsibilities

The permittee is entirely responsible for implementing the BMPs and meeting the measurable goals established in this section of the SWMP. The permittee has agreed to limit the implementation of their BMPs to the boundaries of their MS4 within the urban area.

Section 3: Illicit Discharge Detection and Elimination

3.A. Permit Requirements

All permittees shall develop, implement, and enforce a program to investigate, detect, and eliminate illicit discharges into the small MS4. The program must include a plan to detect and address non-stormwater discharges, including illegal dumping to the small MS4.

3.B. Program Overview

The permittee has assessed the program elements that were described in the previous permit term, modified them as necessary, and developed new elements to continue reducing the discharge of pollutants from the MS4 to the MEP.

The Illicit Discharge Detection and Elimination minimum control measure consists of BMPs that focus on the detection and elimination of illicit discharges into the MS4. The detection of illicit discharges and illegal dumping will be accomplished through the implementation of the prescribed BMPs and measurable goals included in the comprehensive general permit. Any discharges identified during routine inspections/investigations will be analyzed using colorimetric field test kits to determine the nature of the discharge and the flow will be traced upstream to identify the source. Once the source of an illicit discharge has been identified, the permittee will utilize their regulatory mechanisms/procedures to ensure that the discharge is eliminated. If illicit connections, illegal dumping, or illicit discharges are observed related to another operator's MS4, the permittee shall notify the other MS4 operator within 48 hours of discovery. If notification to the other MS4 operator is not practicable, then the permittee shall notify the appropriate TCEQ Regional Office for enforcement assistance. Non-stormwater flows listed in Part II, Section D of TPDES General Permit TXR040000 will not be considered by the permittees as an illicit discharge unless a permittee identifies the flow as a significant source of pollutants to their small MS4.

The permittee is a non-traditional MS4 and lacks the legal authority necessary to develop ordinances to implement enforcement actions against third parties who violate the permit requirements established in TPDES General Permit TXR040000. Therefore, the enforcement authority for the permittee will be limited to permittee owned facilities, employees, and contractors within the urban area as allowed by Part IV Section C.3(b) of TXR040000. The successfulness of the illicit discharge detection and elimination program will be evaluated based on the accomplishment of all associated measurable goals.

3.C. Best Management Practices and Measurable Goals

BMP	Measurable Goals	Explanation
Maintain a current and accurate MS4 map as described in Part IV.D.3(c)(1)	Review and update, as necessary, at least one time annually to include features which have been added, removed, or changed.	The permittee will conduct and document 1 MS4 map review process annually.
Conduct training for all the permittee's field staff as described in Part IV.D.3.(c)(2). Training may be conducted in person or using self-paced training materials such as videos or reading materials.	Conduct a minimum of one training annually for 100% of MS4 field staff that may come into contact with or otherwise observe an illicit discharge, illegal dumping, or illicit connection to the small MS4 as part of their normal job responsibilities.	The permittee will provide 100% of the MS4 field staff with the appropriate illicit discharge training materials once per year. Interim Goal: Develop training materials prior to December 2025
Maintain and publicize a public reporting method for the public to report illicit discharges, illegal dumping, or water quality impacts associated with discharges into or from the small MS4 such as a reporting hotline, online form, or other similar mechanism as described in Part IV.D.(c)(3)	Maintain a minimum of one public reporting mechanism 100% of the time during the permit term. Publicize the public reporting mechanism a minimum of two times annually in a method designed to reach the majority of the intended audience. Develop and implement a tracking system to estimate what percentage of the intended audience is reached for determining BMP effectiveness. In addition, if the MS4 operator has a public website, the public reporting mechanism must be published on the public website 100% of the time during the permit term.	The permittee will maintain and publicize the appropriate phone numbers for reporting illicit discharges during 100% of the time of the permit term. Information for reporting illicit discharges will be included on the stormwater website, public education materials, and social media posts at least two times per year.
Develop and maintain procedures for responding to illicit discharges, illegal dumping, and spills as described in Part IV.D.3(c)(4)	Review and update the procedures at lease one time annually to address changes and make improvements to the established procedures where applicable.	The permittee will conduct 1 review annually of the standard operating procedures and perform any necessary updates.
Source investigation and elimination of illicit discharges and illegal dumping as described in Part IV.D.3(c)(5)	Respond to 100% of known illicit discharges and illegal dumping incidents each year to investigate sources (or some Level 2b MS4s must notify the appropriate agency with the authority to act). Respond to 100% of high priority discharges each year, such as sanitary	The permittee will conduct the source investigation and elimination process for illicit discharges as described in Part IV.D.3(c)(5) and in compliance with their standard operating procedures.

	sewer discharges within 24 hours (or some Level 2b MS4s must notify the appropriate agency with the authority to act). For 100% of known illicit discharges or illegal dumping incidents where the small MS4 does not have jurisdiction, notify the adjacent MS4 operator of the applicable TCEQ regional office each year. Notify the TCEQ immediately of 100% of illicit flows believed to be an immediate threat to human health or the environment throughout the permit term.	
Corrective action to eliminate illicit discharges and illegal dumping as described in Part IV.D.3(c)(5)	For 100% of illicit discharges or illegal dumping where a source has been determined, notify the responsible party of the problem within 24 hours. Require the responsible party to perform all necessary corrective actions to eliminate the illicit discharge.	The permittee will conduct the corrective action process for illicit discharges as described in Part IV.D.3(c)(5) and in compliance with their standard operating procedures.
Inspection procedures as described in Part IV.D.3(c)(6)	Review and update the procedures at least one time annually to address changes and make improvements to the established procedures where applicable.	The permittee will conduct 1 review annually of the standard operating procedures and perform any necessary updates.
Inspections in response to complaints as described in Part IV.D.3(c)(6)	Conduct inspections in response to 100% of complaints each year according to the established procedures (or some Level 2b MS4s must notify the appropriate agency with the authority to act). Conduct follow up inspections in 100% of cases each year where necessary as described in the established procedures (except for some Level 2b MS4s without the appropriate authority to act).	The permittee will conduct inspections in response to complaints as described in Part IV.D.3(c)(6) and in compliance with their standard operating procedures.

3.D. BMP Implementation Schedule and MS4 Responsibilities

BMP Implementation Schedule

BMP	Frequency of Action	Implementation Date
MS4 Map	Annually	December 2025
MS4 Field Staff Training	Annually	December 2026
Public Reporting Mechanism	Annually	December 2026
Illicit Discharge Response Procedures	Annually	December 2025
Source Investigation and Elimination	Annually	December 2025
Corrective Actions	Annually	December 2025
Inspection Procedures	Annually	December 2025
Complaint Inspections	Annually	December 2025

*BMPs that are implemented on an annual basis will be conducted prior to December 31st of each year, beginning on the year identified in the table above.

MS4 Responsibilities

The permittee is entirely responsible for implementing the BMPs and meeting the measurable goals established in this section of the SWMP. The permittee has agreed to limit the implementation of their BMPs to the boundaries of their MS4 within the urban area.

Section 4: Construction Site Stormwater Runoff Control

4.A. Permit Requirements

All permittees shall develop, implement, and enforce a program requiring operators of small and large construction activities to select, install, implement, and maintain stormwater control measures that prevent illicit discharges to the MEP. The program must include the development and implementation of an ordinance or other regulatory mechanism, as well as sanctions to ensure compliance to the extent allowable under state, federal, and local law, to require erosion and sediment control.

4.B. Program Overview

The permittee has assessed the program elements that were described in the previous permit term, modified them as necessary, and developed new elements to continue reducing the discharge of pollutants from the MS4 to the MEP.

The construction site stormwater runoff minimum control measure consists of BMPs that focus on the reduction of pollutants in stormwater runoff to the MS4 from construction activities that result in a land disturbance of greater than or equal to one acre or construction activity that is part of a larger common plan of development or sale that would disturb one acre or more of land.

The permittee is a non-traditional MS4 and lacks the legal authority necessary to develop ordinances to implement enforcement actions against third parties who violate the permit requirements established in TPDES General Permit TXR040000. Therefore, the enforcement authority for will be limited to their permittee owned facilities, employees, and contractors within the urban area as allowed by Part IV Section C.3(b) of TXR040000. All permittee owned construction sites resulting in a land disturbance of greater than or equal to one acre or are part of a larger common plan of development or sale will comply with the TCEQ Construction General Permit No. TXR150000. Each required site will incorporate a Stormwater Pollution Prevention Plan (SWP3) including adequate sediment and erosion controls. In compliance with the regulations established in TXR150000, SWP3s developed for permittee owned sites will include BMPs to minimize the discharge of pollutants from: equipment and vehicle washing, wheel wash water, building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and any leaks/spills. For discharges from third party actions, the permittees will conduct inspections to the MEP and utilize enforcement assistance from adjacent MS4 operators and/or the appropriate TCEQ Regional Office. The successfulness of the construction site stormwater runoff control program will be evaluated based on the accomplishment of all associated measurable goals.

4.C. Best Management Practices and Measurable Goals

BMP	Measurable Goals	Explanation
Develop and maintain an ordinance or other regulatory mechanism as described in Part IV.D.4(a)	Review and update the ordinance or other regulatory mechanism at least one time during the permit term to address changes and make improvements to the ordinance where applicable.	The permittee will conduct a review of their standard operating procedures once per permit term and perform any necessary updates.
Prohibit discharges as described in Part IV.D.4(b)(2)	Develop and maintain an ordinance or other regulatory mechanism to prohibit these discharges. Review and update the ordinance or other regulatory mechanism at least one time during the permit term to address changes and make improvements to the ordinance where applicable.	The permittee will conduct a review of their standard operating procedures once per permit term and perform any necessary updates.
Maintain and implement site plan review procedures that describe which plans will be reviewed as well as when an operator may begin construction as described in Part IV.D.4(b)(3)	Review and update site plan review procedures at least one time annually to address changes and make improvements to the established procedures where applicable. Implement site plan review procedures for 100% of new construction site plans received each year.	The permittee will conduct 1 review annually of the plan review standard operating procedures and perform any necessary updates. Site plan review will be conducted annually for 100% of the applicable sites as identified in the standard operating procedures.
Implement procedures for inspecting large and small construction projects as described in Part IV.D.4(b)(4)	Review and update inspection procedures at least one time annually to address changes and make improvements to the established procedures where applicable.	The permittee will conduct 1 review annually of the inspection standard operating procedures and perform any necessary updates.
Conduct construction site inspections as described in Part IV.D.4(b)(4)	Conduct inspections at a minimum of 80% of active construction sites annually according to the established procedures (or some Level 2b small MS4s must notify the appropriate agency with the authority to act). Each year, conduct follow up inspections in 100% of cases where necessary as described in the established procedures (except for some Level 2b small MS4s without the appropriate authority to act).	The permittee will conduct inspections at a minimum of 80% of the applicable sites annually based on Part IV.D.4(b)(4) and detailed in their standard operating procedures.

Develop, implement, and maintain procedures for receipt and consideration of information submitted by the public as described in Part IV.D.4(b)(5)	Review and update procedures for the receipt and consideration of information submitted by the public at least one time annually to address changes and make improvements to the established procedures where applicable. Maintain one webpage, hotline, or similar method for receipt of information submitted by the public throughout the permit term.	The permittee will conduct 1 review annually of the standard operating procedures and perform any necessary updates. In addition, the permittee will post the appropriate phone numbers on the stormwater website for the receipt of information submitted by the public.
Conduct training for all the MS4 staff whose primary job duties are related to implementing the construction stormwater program as described in Part IV.D.4(b)(6) Training may be conducted in person or using self-paced training materials such as videos or reading materials	Conduct a minimum of one training annually for 100% of MS4 staff whose primary job duties are related to implementing the construction stormwater program.	The permittee will provide 100% of the MS4 construction program staff with the appropriate training materials once per year. Interim Goal: Develop training materials prior to December 2025

4.D. BMP Implementation Schedule and MS4 Responsibilities

BMP Implementation Schedule

BMP	Frequency of Action	Implementation Date
Regulatory Mechanisms	Once Per Permit Term	December 2027
Prohibited Discharges	Once Per Permit Term	December 2027
Site Plan Review Procedures	Annually	December 2025
Construction Inspection Procedures	Annually	December 2025
Construction Site Inspections	Annually	December 2025
Public Reporting Procedures	Annually	December 2025
MS4 Construction Program Staff Training	Annually	December 2026

*BMPs that are implemented on an annual basis will be conducted prior to December 31st of each year, beginning on the year identified in the table above.

MS4 Responsibilities

The permittee is entirely responsible for implementing the BMPs and meeting the measurable goals established in this section of the SWMP. The permittee has agreed to limit the implementation of their BMPs to the boundaries of their MS4 within the urban area.

Section 5: Post Construction Stormwater Management in New Development/Redevelopment

5.A. Permit Requirements

All permittees shall develop, implement, and enforce a program, to the extent allowable under state, federal, and local law, to control stormwater discharges from new development and redeveloped sites that discharge into the small MS4 that disturb one acre or more, including projects that disturb less than one acre that are part of a larger common plan of development or sale. The program must be established for private and public development sites. The program may utilize an offsite mitigation and payment in lieu of components to address this requirement.

5.B. Program Overview

The permittee has assessed the program elements that were described in the previous permit term, modified them as necessary, and developed new elements to continue reducing the discharge of pollutants from the MS4 to the MEP.

The permittee's post construction stormwater management program consists of BMPs to control stormwater discharges from new development and redeveloped sites. Operators of applicable sites are required to design, install, implement, and maintain a combination of structural and non-structural BMPs that are appropriate for the community and that protect water quality. The permittee currently does not own any post construction control measures within the urbanized area. In the event that the permittee develops any permanent structural controls, long-term maintenance of the controls will be conducted by the permittee. Operators of privately-owned structural controls will be required to file a maintenance plan with Jefferson County.

The permittee is a non-traditional MS4 and lacks the legal authority necessary to develop ordinances to implement enforcement actions against third parties who violate the permit requirements established in TPDES General Permit TXR040000. Therefore, the enforcement authority for the permittee will be limited to the permittee owned facilities, employees, and contractors within the urban area as allowed by Part IV Section C.3(b) of TXR040000. For discharges from third party actions, the permittee will conduct inspections to the MEP and utilize enforcement assistance from adjacent MS4 operators and/or the appropriate TCEQ Regional Office. The successfulness of the post construction stormwater management program will be evaluated based on the accomplishment of all associated measurable goals.

5.C. Best Management Practices and Measurable Goals

BMP	Measurable Goals	Explanation
Develop and maintain an ordinance or other regulatory mechanism as described in Part IV.D.5(a)(2)	Review and update the ordinance or other regulatory mechanism at least one time during the permit term to address changes and make improvements to the ordinance where applicable	The permittee will conduct a review of their standard operating procedures once per permit term and perform any necessary updates.
Document and maintain records of enforcement actions and make them available for review by the TCEQ as described in Part IV.D.5(b)(1)	Maintain records of 100% of enforcement actions taken each year. Make 100% of enforcement records available to TCEQ for review within 24 hours of request.	The permittee will enforce their regulatory mechanisms throughout the permit term and maintain records of 100% of all enforcement actions.
Ensure the long term operation and maintenance of structural stormwater control measures installed as described in Part IV.D.5(b)(2)	Each year, implement a maintenance plan and schedule established by the small MS4 operator addressing 100% of stormwater control measures where the small MS4 operator is responsible for maintenance. Each year, require 100% of the owners or operators of any new development or redeveloped sites to develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site. Require the site owner or operators to maintain documentation, such as a tracking log, onsite of 100% of the maintenance performed and made available for review by the small MS4 operator or TCEQ within 24 hours of the request.	The permittee will develop and implement a maintenance plan annually for 100% of the post-construction stormwater controls that they own/operate. The permittee will require maintenance plans for 100% of privately owned post-construction stormwater controls associated with new development or redeveloped sites. Owners/operators will be required to maintain documentation of 100% of the maintenance they perform.

5.D. BMP Implementation Schedule and MS4 Responsibilities

BMP Implementation Schedule

BMP	Frequency of Action	Implementation Date
Regulatory Mechanisms	Once Per Permit Term	December 2027
Enforcement Actions	Annually	December 2027
Long Term Operation and Maintenance	Annually	December 2027

*BMPs that are implemented on an annual basis will be conducted prior to December 31st of each year, beginning on the year identified in the table above.

MS4 Responsibilities

The permittee is entirely responsible for implementing the BMPs and meeting the measurable goals established in this section of the SWMP. The permittee has agreed to limit the implementation of their BMPs to the boundaries of their MS4 within the urban area.

Section 6: Pollution Prevention and Good Housekeeping for Municipal Operations

6.A. Permit Requirements

All permittees shall develop and implement an operation and maintenance program (O&M), including an employee training component that has the ultimate goal of preventing or reducing pollutant runoff from municipal activities and municipally owned areas including but not limited to: park and open space maintenance; street, road, or highway maintenance; fleet and building maintenance; stormwater system maintenance; new construction and land disturbances; municipal parking lots; vehicle and equipment maintenance and storage yards; waste transfer stations; and salt/sand storage locations.

6.B. Program Overview

The permittee has assessed the program elements that were described in the previous permit term, modified them as necessary, and developed new elements to continue reducing the discharge of pollutants from the MS4 to the MEP.

The Pollution Prevention and Good Housekeeping for Municipal Operations minimum control measure consists of BMPs that focus on employee training and on the prevention or reduction of pollutant runoff from municipal operations. Permittee employees responsible for municipal operations will be provided training materials that focus on procedures for reducing the discharge of pollutants from their routine operation and maintenance activities.

The permittee implements good housekeeping measures and non-structural BMPs that reduce the discharge of pollutants from the following municipal operations:

- Park and open space maintenance
- Street, road, or highway maintenance
- Fleet and building maintenance
- Storm sewer system maintenance
- New construction and land disturbances
- Municipal parking lots
- Vehicle/equipment maintenance and storage yards
- Salt/sand storage locations

Within the urban area, the permittee does not operate or maintain the following municipal operations:

- Waste transfer stations

The successfulness of the pollution prevention and good housekeeping program will be evaluated based on the accomplishment of all associated measurable goals.

6.C. Best Management Practices and Measurable Goals

BMP	Measurable Goals	Explanation
Permittee-owned facilities and control inventory as described by Part IV.D.6(b)(1)	Develop and maintain an annual inventory for 100% of the small MS4 owned and operated facilities and controls in the small MS4 area. Review and update the inventory at least one time annually to address changes or additions to the facilities and controls where applicable.	The permittee will annually maintain an inventory of 100% of the facilities and stormwater controls that each permittee owns and operates within the urban area. The permittees will conduct a review of their inventories once per year and perform any necessary updates.
Training and Education as described in Part IV.D.6(b)(2) Training may be conducted in person or using self-paced training materials such as videos or reading materials	Conduct a minimum of one training annually for 100% of employees involved in implementing pollution prevention and good housekeeping practices. For small MS4s which use only contractors to implement pollution prevention and good housekeeping practices, ensure training of 100% of applicable contract staff is conducted at least one time annually using contract language or another similar method.	The permittee will provide 100% of the MS4 pollution prevention/good housekeeping staff with the appropriate training materials once per year. Interim Goal: Develop training materials prior to December 2025
Disposal of Waste Material as described in Part IV.D.6(b)(3)	Ensure that 100% of waste from the MS4 is disposed of in accordance with 30 TAC Chapters 330 or 335, as applicable each year.	The permittee will annually conduct 1 review of the standard operating procedures for waste disposal and ensure that all waste is properly disposed.
Contractor Requirements and Oversight as describerd in Part IV.D.6(b)(4)	Each year, ensure that 100% of contractors hired by the MS4 to perform maintenance activities on permittee-owned facilities is contractually required to comply with all of the stormwater control measures, good housekeeping practices, and facility-specific stormwater management operating procedures described in Parts IV D.6(b)(2)-(6). Implement oversight procedures of contractor activities in 100% of contracts to ensure that contractors are using appropriate control measures and SOPs each year. Oversight procedures must be maintained on-site 100% of the time and made available for review by TCEQ within 24 hours of request.	The permittee will annually conduct 1 review of the contractor oversight standard operating procedures and perform any necessary updates. Executed contractor oversight agreements will be maintained and provided for review when requested.
Assessment of permittee-owned operations as described in Part IV.D.6.(b)(5)a.	Evaluate 100% of O&M activities, in conjunction with procedure reviews if appropriate, for their potential to discharge pollutants in stormwater annually including but not limited to:	The permittee will conduct and document one annual review to evaluate 100% of their O&M activities for their

	- Road and parking lot maintenance, including such areas as pothole repair, pavement marking, sealing, and re-paving; - Bridge maintenance, including such areas as rechipping, grinding, and saw cutting; - Cold weather operations, including plowing, sanding, and application of deicing and anti-icing compounds and maintenance of snow disposal areas; and - Right-of-way maintenance, including mowing, herbicide and pesticide application, and planting vegetation.	potential to discharge pollutants in stormwater.
Identify pollutants of concern as described in Part IV.D.6.(b)(5)b.	Identify pollutants of concern that could be discharged from all of the O&M activities described in Part IV.D.6.(b)(5)b and maintain a list of 100% of the pollutants identified. Including for example, metals; chlorides; hydrocarbons such as benzene, toluene, ethyl benzene, and xylenes; sediment; and trash. Review and update the pollutants of concern list at least one time annually to address changes or additions to the O&M activities where applicable.	The permittee will develop and maintain a list of 100% of the pollutants of concern that could be discharged from their O&M activities. The list will be reviewed once per year and updated as necessary.
Pollution Prevention Measures as described in Part IV.D.6.(b)(5)c.	Develop and implement a set of pollution prevention measures that will reduce the discharge of pollutants in stormwater from the permittee-owned operations. Implement at least two of the following pollution prevention measures: - Replace at least 50% of the MS4's materials and chemicals with more environmentally friendly materials or methods by the end of the permit term; - Track 100% of the application of deicing and anti-icing compounds in the MS4 area and record the amount of compound used for each application annually; - Use suspended tarps, booms, or vacuums to capture paint, solvents, rust, paint chips and other pollutants during 80% of regular bridge maintenance each year; and - Place barriers around or conduct runoff away from 100% of deicing chemical storage areas to prevent discharge into surface waters each year.	The permittee has elected to develop and implement the two following pollution prevention measures: - Track 100% of the application of deicing and anti-icing compounds in the MS4 area and record the amount of compound used for each application annually - Place barriers around or conduct runoff away from 100% of deicing chemical storage areas to prevent discharge into surface waters each year.
Inspection of Pollution Prevention Measures as described in Part IV.D.6.(b)(5)d.	At least one time annually, visually inspect 100% of pollution prevention measures implemented at permittee-owned facilities to ensure they are working properly.	The permittee will conduct 1 inspection annually of the pollution prevention measures selected in the BMP above. The standard

	Develop and maintain written procedures that describe the frequency of inspections and how they will be conducted. Review and update the inspection procedures at least one time annually to address changes or additions to the pollution prevention measures. Maintain a log of 100% of the inspections conducted annually and make the log available for review by the TCEQ within 24 hours of request.	operating procedures associated with the pollution prevention measures will be reviewed at the time to the inspection and updated as necessary. A log of the inspections will be maintained and made available upon request.
Structural Control Maintenance as described by Part IV.D.6.(b)(6)	At least one time annually, perform maintenance of 100% of the structural controls which require maintenance. Maintenance must follow a plan and schedule developed by the small MS4 operator to be consistent with maintaining the effectiveness of the BMP. The permittee shall develop and maintain written procedures that define the frequency of inspections and how they will be conducted. Review and update the maintenance procedures at least one time annually to address changes or additions to the pollution prevention measures.	If the permittee utilizes structural controls at their municipal facilities, the controls will be inspected and maintained (if necessary) once per year. Structural control standard operating procedures will be reviewed and updated as necessary annually.

6.D. BMP Implementation Schedule and MS4 Responsibilities

BMP Implementation Schedule

BMP	Frequency of Action	Implementation Date
MS4 Facility Inventory	Annually	December 2025
Employee Training Program	Annually	December 2026
Waste Disposal Procedures	Annually	December 2026
Contractor Oversight Procedures	Annually	December 2026
Operation and Maintenance Activities	Annually	December 2026
Pollutants of Concern	Annually	December 2025
Pollution Prevention Measures	Annually	December 2027
Pollution Prevention Measure Inspections	Annually	December 2027
Structural Control Maintenance	Annually	December 2027

*BMPs that are implemented on an annual basis will be conducted prior to December 31st of each year, beginning on the year identified in the table above.

MS4 Responsibilities

The permittee is entirely responsible for implementing the BMPs and meeting the measurable goals established in this section of the SWMP. The permittee has agreed to limit the implementation of their BMPs to the boundaries of their MS4 within the urban area.

Section 7: Industrial Stormwater Sources

7.A. Permit Requirements

Permittees who operate level 4 small MS4s shall identify and control pollutants in stormwater discharges to the small MS4 from permittee's landfills, other treatment, storage, or disposal facilities for municipal waste (for example, transfer stations and incinerators); hazardous waste treatment, storage, disposal and recovery facilities and facilities that are subject to Emergency Planning and Community Right-to-Know Act (EPCRA) Title III, Section 313; and any other industrial or commercial discharge the permittee determines are contributing a substantial pollutant loading to the small MS4. The program must include priorities and procedures for inspections and for implementing control measures for such discharges.

7.B. Program Overview

N/A - only applies to Level 4 Small MS4s

Section 8: Authorization for Construction Activities where the Small MS4 is the Site Operator

8.A. Permit Requirements

The development of this MCM for construction activities, where the small MS4 is the site operator, is optional and provides an alternative to the MS4 operator seeking coverage under TPDES CGP, TXR150000 for each construction activity. Permittees that choose to develop this measure will be authorized to discharge stormwater and certain non-stormwater from construction activities where the MS4 operator meets the definition of a construction site operator in Part I of this general permit. When developing this measure, permittees are required to meet all requirements of, and be consistent with, applicable effluent limitation guidelines for the Construction and Development industry (40 CFR Part 450), TPDES CGP TXR150000, and Part III.B.3 of this permit. The authorization to discharge under this MCM is limited to the regulated area, such as the portion of the small MS4 located within an UA or the area designated by TCEQ as requiring coverage. However, an MS4 operator may also utilize this MCM over additional portions of their small MS4 that are also in compliance with all of the MCMs listed in this general permit. This MCM must be developed as a part of the SWMP that is submitted with the NOI for permit coverage. If this MCM is developed after submitting the initial NOI, a NOC must be submitted notifying the executive director of this change, and identifying the geographical area or boundary where the activities will be conducted under the provisions of this general permit. Utilization of this MCM does not preclude a small MS4 from obtaining coverage under the TPDES CGP, TXR150000, or under an individual TPDES permit.

8.B. Program Overview

The permittees have elected **NOT** to utilize the optional 8th MCM.

Section 9: Impaired Water Bodies and Total Maximum Daily Load (TMDL) Requirements

9.A. Permit Requirements

Discharges of the pollutant(s) of concern to impaired water bodies for which there is a TCEQ and EPA approved TMDL are not eligible for this general permit unless they are consistent with the approved TMDL. A water body is impaired for purposes of the permit if it has been identified, pursuant to the latest TCEQ and EPA approved CWA 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d) which lists the category 4 and 5 water bodies, as not meeting Texas Surface Water Quality Standards.

The Permittee shall check annually, in conjunction with preparation of the annual report, whether an impaired water within its permitted area has been added to the latest EPA approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d) which lists the category 4 and 5 water bodies. Within two years following the approval date of the new list(s) of impaired waters, the permittee shall comply with the requirements of Part III.B (with the exception of 1.(c), and shall identify any newly listed waters in the annual report (consistent with Part V.B.2.f) and SWMP (consistent with Part IV.C.2.f).

The permittee shall control the discharges of POCs parameters to impaired waters and waters with approved TMDLs as provided in Part III. Sections A and B of TPDES General Permit TXR040000, and shall assess the progress in controlling those pollutants.

9.B. Program Overview

The permittee has conducted an assessment of the applicable stream segments and identified impaired water bodies that receive MS4 discharges from their urban areas. Our research indicates that the pollutants of dioxin in edible tissue and PCBs in edible tissue, toxicity in sediment, and PCBs in edible tissues are legacy pollutants and are directly related to past industrial discharges. Therefore, the permittee is not considered a potential source of these pollutants and no additional BMPs have been developed to target dioxin in edible tissue or PCBs in edible tissue. The permittee has identified that their MS4 discharges into bacteria impaired water bodies and the discharges from their MS4 is a potential source of bacteria. If a TMDL I-Plan is available for the impaired water body and includes all of the appropriate BMPs, the permittee will refer to the I-Plan for complying with the Impaired Water Bodies requirements included in TXR040000. If an I-Plan is not available, the permittee will refer to the BMPs and measurable goals included in Part III, Section A.5. of TXR040000 (the BMPs from TXR040000 have been included in this section for reference as well). The targeted BMPs address the following: sanitary sewer systems, on-site sewer facilities, illicit discharges, illegal dumping, animal sources, and residential education. The permittee will conduct an annual review to determine if any water bodies within the regulated area have been added to the EPA 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). If during the course of the permit term a TMDL is developed and approved for a stream segment that did not have an existing TMDL, or a water body is listed as impaired, the permittee will begin implementation of the appropriate BMPs listed in this section. Table 9.1 includes a list of stream segments, current impairment status, pollutants of concern, and associated water quality benchmarks.

The benchmark for each pollutant of concern for water bodies with an approved TMDL were selected based on associated waste load allocations for permitted MS4 stormwater sources as identified in the applicable TMDL documents and/or implementation plans.

The permittee will assess progress in achieving benchmarks and determining the effectiveness of BMPs by evaluating program implementation measures. The following indicators will be utilized to assess progress towards the benchmark(s): the number of illicit discharge sources identified or eliminated, number of public education opportunities conducted, and results of outfall inspection activities.

Stream Segments	Impairment Status	Parameter(s)	Benchmark(s)/Waste Load Allocation	Applicable MS4s
Alligator Bayou - 0702A	303(d) list	toxicity in sediment; toxicity in water	N/A	Jefferson County
Taylor Bayou - 0701	303(d) list	depressed dissolved oxygen	N/A	Jefferson County
Neches River Tidal - 0601	Approved TMDL I-Plan	Bacteria	5,438.702 Billion CFU/Day	Jefferson County
	303(d) list	PCBs in Edible Tissue	N/A	
Hillebrandt Bayou – 0704_01	303(d) list	depressed dissolved oxygen	N/A	Jefferson County

Table 9.1

9.C. Best Management Practices and Measurable Goals

BMPs/Measurable Goals from TXR040000 (Table 1 of Part III, Section A.5)

BMP	Measurable Goals	Explanation
Sanitary Sewer Systems as described by Part III.A.5.(a)	Conduct a review of 100% of the sanitary sewer system in the MS4 area within the first two years of the permit term. Initiate all feasible improvement projects by the end of the permit term. Conduct weekly lift station inspections at 100% of the MS4 owned and operated lift stations in the MS4 area within the impairment watershed each year. Investigate and address 100% of sanitary sewer overflow complaints identified through the public reporting mechanism implemented by the MS4 each year. Strengthen sanitary sewer use requirements to reduce blockage from fats, oils, and grease by reviewing and updating ordinances or other regulatory mechanisms and inspection programs at least one time annually.	N/A: permittee does not own or operate Sanitary Sewer Systems withing the regulated area.
On Site Sewage Facilities (OSSfs) as described by Part III.A.5.(b)	Develop and implement procedures to screen 20 % of the MS4 area within the impairment watershed annually to identify failing OSSFs. - Maintain an inventory of 100% of the identified OSSFs and their status each year - Review and update this inventory at least one time each year to address changes or additions - Address 100% of failing OSSFs each year by requiring the responsible party to perform all necessary corrective actions to eliminate the illicit discharge Investigate and address 100% of OSSF complaints identified through the public reporting mechanism implemented by the MS4 each year.	The permittee will develop procedures and inspect 20% of the outfalls within the impaired watershed portion of their MS4 area annually to identify failing OSSFs. The permittee will maintain an inventory of 100% of the identified OSSFs and conduct an annual review to perform any necessary updates. The permittees will address 100% of the identified failing OSSFs each year.
Illicit Discharges and Dumping as described by Part III.A.5.(c)	Ensure 100% of procedures and ordinances or other regulatory mechanisms established for BMPs in MCM 3: Illicit Discharge Detection and Elimination address discharges that may contribute bacteria including from OSSFs, grease traps, and grit traps.	The permittee will conduct 1 review annually of their standard operating procedures and regulatory mechanisms regarding illicit discharges from OSSFs, grease traps, and grit traps.

Animal Sources as described by Part III.A.5.(d)	Implement at least one of the following: - Provide and maintain at least one pet waste station in 100% of public parks or similar greenspaces in the MS4 area within the impairment watershed each year - Assess and address, if feasible, 100% of complaints received about feral hogs in the MS4 area within the impairment watershed each year. If infeasible to address the complaint, maintain documentation of the reason. Prohibit the feeding of ducks and geese in 100% of public parks or similar greenspaces in the MS4 area within the impairment watershed each year. - Develop and distribute education materials related to animal sources of bacteria to 75% of the intended audiences identified by the MS4 in MCM 1: Public Education and Outreach each year. Develop and implement a tracking system to estimate what percentage of the intended audience is reached for determining BMP effectiveness.	The permittee has elected to provide and maintain at least one pet waste station in 100% of the public parks in the MS4 area within the impairment watershed each year.
Residential Education as described by Part III.A.5.(e)	Implement at least one additional BMP from MCM 1: Public Education and Outreach and Table 4 annually (e.g., a Level 1 small MS4 operator must implement at least four total BMPs under MCM 1 each year in the permit cycle instead of the three BMPs required by Part IV.D.1.(a)3.b). In addition, ensure at least one of the BMPs implemented for MCM 1: Public Education and Outreach focuses on at least one of the following: - Bacteria discharging from a residential site either during runoff events or directly; - Fats, oils, and grease clogging sanitary sewer lines and resulting overflows; - Identifying and reporting illicit discharges or illegal dumping; - Proper disposal of pet waste.	The permittee will implement one additional BMP from MCM 1 (the additional BMP is included in Section 1 of this SWMP). In addition, the permittees have ensured that at least one of their BMPs in MCM 1 address the proper disposal of pet waste.

9.D. BMP Implementation Schedule and MS4 Responsibilities

BMP Implementation Schedule

BMP	Frequency of Action	Implementation Status
Sanitary Sewer Systems	Annually	December 2026
On Site Sewage Facilities (OSSFs)	Annually	December 2027
Illicit Discharge and Dumping	Annually	December 2027
Animal Sources	Annually	December 2027
Residential Education	Annually	December 2027

*BMPs that are implemented on an annual basis will be conducted prior to December 31st of each year.

MS4 Responsibilities

The permittee is entirely responsible for implementing the BMPs and meeting the measurable goals established in this section of the SWMP. The permittee has agreed to limit the implementation of their BMPs to the boundaries of their MS4 within the urban area.

Texas Commission on Environmental Quality
Stormwater Team, Water Quality Division
12100 Park 35 Circle, Austin, TX 78753 | (512) 239-1000

NOTICE OF INTENT (NOI)
Under Phase II MS4 General Permitting Program

MS4 Entity Information

This form has not yet been certified.

MS4 Name: JEFFERSON COUNTY

MS4 Operator: Jefferson County

MS4 Class: Phase II: Small | **Operator Type:** Municipal | **MS4 Entity Type:** County

City: BEAUMONT | **County:** Jefferson | **MS4 State/Territory:** Texas

Designation Date: 02/05/2008 | **Designation Type:** Automatic Nationwide | **Population:** | **Source:**

MS4 Identifier: MS4-TX-SM-MU-2008-0380 | **NPDES ID:** TXR040129 | **MGP Number:** TXR040000 | **Joint Coverage:** No

Latitude: 29.9525°N | **Longitude:** 93.979166°W

Description of Location:

AREA WITHIN THE JEFFERSON COUNTY LIMITS THAT IS LOCATED WITHIN THE PORT ARTHUR URBANIZED AREA

Application Fee Information

Provide your payment information below, for verification of payment:

MS4 Contact Information

MS4 Operator Contact Information

First Name: Michelle | **Middle Initial:** | **Last Name:** Falgout

Title: County Engineer | **Organization:** Jefferson County

Phone: 409-835-8584 | **Phone Ext:** | **Email:** Michelle.Falgout@jeffcotx.us

MS4 Operator Contact Mailing Address

Address Line 1: 1149 Pearl Street, 5th Floor

Address Line 2:

City: Beaumont | **State:** TX | **ZIP/Postal Code:** 77701

Application Contact and any additional MS4 contacts

First Name: Brian | **Last Name:** French

Title: Project Manager | **Phone:** 409-554-8972

Email: bfrench@lja.com

Contact Type: Application Contact

Annual Billing Contact Information

First Name: Michelle | **Middle Initial:** | **Last Name:** Falgout

Title: County Engineer | **Organization:** Jefferson County

Phone: 409-835-8584 | **Phone Ext:** | **Email:** michelle.falgout@jeffcotx.us

Annual Billing Mailing Address

Address Line 1: 1149 Pearl St. 5th floor

Address Line 2:

City: Beaumont | **State:** TX | **ZIP/Postal Code:** 77701

Core Data Form

203

Is the applicant a current customer with the TCEQ? Yes

- **What is the Customer Number (CN) issued to this entity? CN:** 600362222

What is the Legal Name of the entity (applicant) applying for this permit? Jefferson County

Complete and attach a Core Data Form (TCEQ-10400) (https://www.tceq.texas.gov/permitting/central_registry/guidance.html) for this customer:

Regulated Entity Information

Is this an existing permitted site? Yes

- **What is the Regulated Entity Number (RN) issued to this site? RN:** 105522197

Name of site as known by the local community: Jefferson County MS4

Name of the urban area(s) the Phase II MS4 is located within:

- Beaumont, TX
- Port Arthur, TX

Provide a brief description of the regulated MS4 boundaries:

Area within the Jefferson County limits that is located within the Beaumont and Port Arthur urban areas

Standing With TCEQ

Do you owe TCEQ any delinquent fees?: No

What is your Regulated Entity Reference Number (RN)'s Compliance History classification? Check your RN's Compliance History classification using the TCEQ Compliance History Database Search: High

MS4 General Information

Was your MS4 formally "designated" by TCEQ as needing coverage under this general permit based on 40 CFR § 122.32(a)(2) (https://www.ecfr.gov/current/title-40/chapter-I/subchapter-D/part-122/subpart-B/section-122.32#p-122.32(a)(2)) or 40 CFR § 122.26(a)(1)(v) (https://www.ecfr.gov/current/title-40/chapter-I/subchapter-D/part-122/subpart-B/section-122.26#p-122.26(a)(1)(v))?

No

Select the MS4 level, which is based on the population served within the "urban area with a population of 50,000 or more people" based on the 2020 Decennial Census.

Level 2b: Level 2b: Non-traditional MS4s: This level also includes all non-traditional small MS4s regardless of population unless the non-traditional MS4 can demonstrate that it meets the criteria for a waiver from permit coverage.

What is the estimated current population served by your MS4 (regulated area)? 6000

Is the MS4 part of a coalition? No

Receiving Waterbody Information

Discharge Information

List the names of all waterbody receiving stormwater discharges from the MS4. For each waterbody, please report the classified segments it discharges into and, if applicable, any impairments and TMDLs.

1067: Taylor Bayou

Name of the first waterbody to receive discharge from the small MS4: Taylor Bayou

Is this waterbody a classified stream segment as established by TCEQ? Yes

- **What is the classified segment?** Taylor Bayou/North Fork Taylor Bayou Above Tidal
- **Does your small MS4 discharge directly or indirectly?** Directly
- **Is this waterbody listed as a Category 5 impairment on the Texas Integrated Report?** Yes
  - **What is/are the pollutants of concern?:** depressed dissolved oxygen
- **Is this waterbody listed as impaired with an approved Total Maximum Daily Load (TMDL)?** No

---

1088: Alligator Bayou

Name of the first waterbody to receive discharge from the small MS4: Alligator Bayou

Is this waterbody a classified stream segment as established by TCEQ? No

- **Does your small MS4 discharge directly or indirectly?** Directly
- **Is this waterbody listed as a Category 5 impairment on the Texas Integrated Report?** Yes
  -

What is/are the pollutants of concern?: Toxicity in sediment, toxicity in water

- **Is this waterbody listed as impaired with an approved Total Maximum Daily Load (TMDL)?** No
- **What is the classified segment the discharge will eventually reach?** Intracoastal Waterway Tidal
  - **Is this waterbody listed as a Category 5 impairment on the Texas Integrated Report?** Yes
    - **What is/are the pollutants of concern?:** bacteria, dioxin in edible tissue, PCBs in edible tissue
  - **Is this waterbody listed as impaired with an approved Total Maximum Daily Load (TMDL)?** No

---

1111: Neches River

Name of the first waterbody to receive discharge from the small MS4: Neches River

Is this waterbody a classified stream segment as established by TCEQ? Yes

- **What is the classified segment?** Neches River Tidal
- **Does your small MS4 discharge directly or indirectly?** Directly
- **Is this waterbody listed as a Category 5 impairment on the Texas Integrated Report?** Yes
  - **What is/are the pollutants of concern?:** PCBs in Edible Tissue
- **Is this waterbody listed as impaired with an approved Total Maximum Daily Load (TMDL)?** Yes
  - **What is/are the pollutants of concern?:** Bacteria

1017: Hillebrandt Bayou

Name of the first waterbody to receive discharge from the small MS4: Hillebrandt Bayou

Is this waterbody a classified stream segment as established by TCEQ? Yes

- **What is the classified segment?** Hillebrandt Bayou
- **Does your small MS4 discharge directly or indirectly?** Directly
- **Is this waterbody listed as a Category 5 impairment on the Texas Integrated Report?** Yes
  - **What is/are the pollutants of concern?:** depressed dissolved oxygen
- **Is this waterbody listed as impaired with an approved Total Maximum Daily Load (TMDL)?** No

---

Stormwater Management Program (SWMP)

I acknowledge that a SWMP has been developed according to the provisions of the Small MS4 General Permit TXR040000. Yes

Have the program elements in the previous SWMP been re-assessed and modified and new program elements been developed and implemented, as necessary? Yes

Is the optional 8th Minimum Control Measure (MCM) for Municipal Construction Activities selected and included with the SWMP? No

Do you have a webpage where the SWMP and annual reports will be posted for the public view? Yes

- **Provide the web address URL:** https://txms4.com/jefferson

MCM1: Public Education and Outreach

Will your MS4 rely on another government entity to help the MS4 meet these requirements for MCM 1? No

I understand that my MS4's public education and outreach program must at a minimum include the residents being served as a target audience. Yes

What is/are the pollutant(s) or source(s) being addressed?

- Illegal disposal of household hazardous waste
- Pet waste
- Sediment runoff from construction activities

Does your MS4 have a website? Yes

- **Provide the web address URL:** https://txms4.com/jefferson

Public Education and Outreach BMPs and Measurable Goals

I acknowledge that I understand that my MS4 must implement the following BMPs and Measurable Goals.

BMP: **Information on the MS4 Operator's website**

Associated Measurable Goal: Maintain a webpage with current and accurate information and working links. All links shall be checked, and the page shall be updated as necessary at a minimum of once annually. Must be maintained for the full year, each year. Yes

BMP: Social media posts, social media campaign

Associated Measurable Goal: Post a minimum of four times each year on a minimum of one social media platform. The message shall address ways attendees can minimize or avoid adverse stormwater impacts or practices to improve the quality of stormwater runoff. The messages shall be seasonally appropriate. Must make a minimum of one post per quarter and all quarterly posts must be visible by attendees for the full year, each year. Yes

BMP: Maintain or mark storm drains and inlets with, "No Dumping – Drains to Creek" or a similar message

Associated Measurable Goal: Placard, stencil, or paint a minimum of 10% of all known stormwater inlets in either high-impact areas identified by the small MS4 operator or impairment watersheds within the MS4 area each year. Where all known stormwater inlets have been marked, inspect, and maintain the markers for a minimum of 15% of all known stormwater inlets in either high-impact areas identified by the small MS4 operator or impairment watersheds within the MS4 area each year. No

BMP: Media/advertising campaign/public service announcements in areas of high visibility: Billboard/poster; Bus shelter/bench; radio/television/movie theatre; and kiosks

Associated Measurable Goal: Develop topics that address activities or pollutants of concern. Advertisement must be active for a minimum of three weeks each year; or must have an estimated public exposure for the duration of the advertising campaign that is equal to twice the population for the small MS4 area (based on the most recent U.S. Census Bureau decennial population value for the small MS4 area). Yes

BMP: Publish articles in local newspaper or newsletter, may be electronic

Associated Measurable Goal: Develop article topics that are group specific and address activities or pollutants of concern at a seasonally appropriate time. A minimum of two articles must be published or emailed to target audience groups each year. No

BMP: Fact sheets/brochures/utility bill inserts/door hangers

Associated Measurable Goal: Develop material topics that are group specific and address activities or pollutants of concern. Fact sheets, brochures, bill inserts, door hangers, or handouts shall be distributed each year for at least 75% of the intended audience. Develop and implement a tracking system to estimate what percentage of the intended audience is reached for determining BMP effectiveness. No

BMP: Permanent stormwater related signage

Associated Measurable Goal: Place signage in a location where the message is relevant, and highly visible to target audience. Signage will count as an annual BMP for the year it was put in place and for each subsequent year of this permit cycle as long as each of those years, the permittee inspects and maintains, as necessary, 100% of the signage once annually. Yes

BMP: Promote, host, or develop educational meetings, seminar, or trainings

Associated Measurable Goal: Hold, host, or promote a minimum of one event for Level 1 and 2 MS4s or two events for Level 3 and 4 MS4s annually. The events shall address ways attendees can minimize or avoid adverse impacts to stormwater or practices to improve the quality of stormwater runoff. These events may address different pollutants and audiences. No

BMP: Targeted education campaign via mail, email, or in person

Associated Measurable Goal: Minimum of one campaign annually distributed to at least 75% of the intended audience, or with a specific event advertised to at least 75% of the intended audience. Develop and implement a tracking system to estimate what percentage of the intended audience is reached for determining BMP effectiveness. No

MCM2: Public Involvement/Participation

Will your MS4 rely on another government entity to help the MS4 meet these requirements for MCM 2? No

Public Involvement/Participation BMPs and Measurable Goals

I acknowledge that I understand that my MS4 must implement the following BMPs and Measurable Goals.

BMP: Stream/lake or watershed clean-up events; litter/trash clean-up events such as Adopt-A-Highway, Adopt-A-Spot, Adopt-A-Street, Adopt-A-Stream, etc

Associated Measurable Goal: Host or support at a minimum one event for Level 1 and 2 MS4s or two events for Level 3 and 4 MS4s annually. To be considered an event, the land area cleaned must be a minimum of: two acres, 400 yards of steam/streambank/riparian area, or two miles of roadside. These may be combined (such as one acre of land and 200 yards of stream). Yes

BMP: Habitat improvement; Tree planting; Invasive Vegetation removal; Stream restoration

Associated Measurable Goal: Host or support at a minimum one event for Level 1 and 2 MS4s or two events for Level 3 and 4 MS4s annually. To be considered an event, the project must be a minimum of 0.5 acres or 25 yards. An event may take place in streams, parks, areas adjacent to public waterways, or other green space. An event may be a combination of locations and areas. No

BMP: Volunteer water quality monitoring such as Texas Stream Team

Associated Measurable Goal: Host or support a minimum one event annually. To be considered an event, the monitoring must be conducted at minimum once each year. No

BMP: Stormwater related speaker series

Associated Measurable Goal: Provide or support a minimum of one session for Level 1 and 2 MS4s or two sessions for Level 3 and 4 MS4s each year. These may be different speakers or audiences. Yes

BMP: MS4 area-wide stormwater survey for input on program implementation

Associated Measurable Goal: Provide or support a minimum of one public survey annually for input on the program implementation to be distributed to at least 75% of the intended audience. Develop and implement a tracking system to estimate what percentage of the intended audience is reached for determining BMP effectiveness. No

BMP: Hold events to train residents, or work a project for homeowner associations (HOAs), or other public groups to cover stormwater topics such as: Building rain barrels; Fertilizer application training; Rain garden/bio retention creation or maintenance; How to recognize illicit discharge activities and communicate observations to appropriate MS4 staff

Associated Measurable Goal: Provide or support at minimum one project or training annually. Yes

BMP: Educational display/booth at a school, public event, or similar event to provide information or displays that work to improve public understanding of issues related to water quality.

Associated Measurable Goal: Provide or support one booth or display at minimum annually. The booth or display must be staffed during the time which the event is open to the public. No

BMP: Public meeting for input on the program implementation such as a city council meeting, board meeting, or stakeholder meeting

Associated Measurable Goal: Host or support a minimum of one meeting annually for input on the program implementation to be advertised to at least 75% of the intended audience. Develop and implement a tracking system to estimate what percentage of the intended audience is reached for determining BMP effectiveness. No

MCM3: Illicit Discharge Detection and Elimination (IDDE)

Will your MS4 rely on another government entity to help the MS4 meet these requirements for MCM 3? No

Illicit Discharge Detection and Elimination (IDDE) BMPs and Measurable Goals

I acknowledge that I understand that my MS4 must implement all the following BMPs and Measurable Goals.

BMP: Maintain a current and accurate MS4 map as described in Part IV.D.3.(c)(1) of the General Permit.

Associated Measurable Goal: Review and update, as necessary, at least one time annually to include features which have been added, removed, or changed. Yes

➔ **What is the current status of your MS4 map?** Under Development

BMP: Conduct training for all the permittee's field staff as described in Part IV.D.3.(c)(2) of the General Permit.

Associated Measurable Goal: Conduct a minimum of one training annually for 100% of MS4 field staff that may come into contact with or otherwise observe an illicit discharge, illegal dumping, or illicit connection to the small MS4 as part of their normal job responsibilities. Yes

BMP: Maintain and publicize a public reporting method for the public to report illicit discharges, illegal dumping, or water quality impacts associated with discharges into or from the small MS4 such as a reporting hotline, online form, or other similar mechanism as described in Part IV.D.3.(c)(3) of the General Permit.

Associated Measurable Goal: Maintain a minimum of one public reporting mechanism 100% of the time during the permit term. Publicize the public reporting mechanism a minimum of two times annually in a method designed to reach the majority of the intended audience. Develop and implement a tracking system to estimate what percentage of the intended audience is reached for determining BMP effectiveness. In addition, if the MS4 operator has a public website, the public reporting mechanism must be publicized on the public website 100% of the time during the permit term. Yes

BMP: Develop and maintain procedures for responding to illicit discharges, illegal dumping, and spills as described in Part IV.D.3.(c)(4) of the General Permit.

Associated Measurable Goal: Review and update the procedures at least one time annually to address changes and make improvements to the established procedures where applicable. Yes

BMP: Source investigation and elimination of illicit discharges and illegal dumping as described in Part IV.D.3.(c)(5) of the General Permit.

Associated Measurable Goal: Respond to 100% of known illicit discharges and illegal dumping incidents each year to investigate sources (or some Level 2b MS4s must notify the appropriate agency with the authority to act). Each year, respond to 100% of high priority discharges each year, such as sanitary sewer discharges within 24 hours (or some Level 2b MS4s must notify the appropriate agency with the authority to act). For 100% of known illicit discharges or illegal dumping incidents where the small MS4 does not have jurisdiction, notify the adjacent MS4 operator or the applicable TCEQ regional office each year. Notify TCEQ immediately of 100% of illicit flows believed to be an immediate threat to human health or the environment throughout the permit term. Yes

BMP: Corrective action to eliminate illicit discharges and illegal dumping as described in Part IV.D.3.(c)(5) of the General Permit.

Associated Measurable Goal: For 100% of illicit discharges or illegal dumping where a source has been determined, notify the responsible party of the problem within 24 hours. Require the responsible party to perform all necessary corrective actions to eliminate the illicit discharge. Yes

BMP: Inspection Procedures as described in Part IV.D.3.(c)(6) of the General Permit.

Associated Measurable Goal: Review and update the procedures at least one time annually to address changes and make improvements to the established inspection procedures where applicable. Yes

BMP: Inspections in response to complaints as described in Part IV.D.3.(c)(6) of the General Permit.

Associated Measurable Goal: Conduct inspections in response to 100% of complaints each year according to the established procedures (or some Level 2b MS4s must notify the appropriate agency with the authority to act). Conduct follow up inspections in 100% of cases each year where necessary as described in the established procedures (except for some Level 2b MS4s without the appropriate authority to act) Yes

MCM4: Construction Site Stormwater Runoff Control

Will your MS4 rely on another government entity to help the MS4 meet these requirements for MCM 4? No

Construction Site Stormwater Runoff Control BMPs and Measurable Goals

I acknowledge that I understand that my MS4 must implement all the following BMPs and Measurable Goals.

BMP: Develop and maintain an ordinance or other regulatory mechanism as described in Part IV.D.4.(a) of the General Permit.

Associated Measurable Goal: Review and update the ordinance or other regulatory mechanism at least one time during the permit term to address changes and make improvements to the ordinance where applicable. Yes

BMP: Prohibit discharges as described in Part IV.D.4.(b)(2) of the General Permit.

Associated Measurable Goal: Develop and maintain an ordinance or other regulatory mechanism to prohibit these discharges. Review and update the ordinance or other regulatory mechanism at least one time during the permit term to address changes and make improvements to the ordinance where applicable. Yes

BMP: Maintain and implement site plan review procedures that describe which plans will be reviewed as well as when an operator may begin construction as described in Part IV.D.4.(b)(3) of the General Permit.

Associated Measurable Goal: Review and update site plan review procedures at least one time annually to address changes and make improvements to the established procedures where applicable. Implement site plan review procedures for 100% of new construction site plans received each year. Yes

BMP: Implement procedures for inspecting large and small construction projects as described in Part IV.D.4.(b)(4) of the General Permit.

Associated Measurable Goal: Review and update inspection procedures at least one time annually to address changes and make improvements to the established procedures where applicable. Yes

BMP: Conduct construction site inspections as described in Part IV.D.4.(b)(4) of the General Permit.

Associated Measurable Goal: Conduct inspections at a minimum of 80% of active construction sites annually according to the established procedures (or some Level 2b small MS4s must notify the appropriate agency with the authority to act). Each year, conduct follow up inspections in 100% of cases where necessary as described in the established procedures *(except for some Level 2b small MS4s without the appropriate authority to act)*. Yes

➜ **Do you have the appropriate authority to implement this BMP?**

No, the MS4 will notify the appropriate agency with authority to act

BMP: Develop, implement, and maintain procedures for receipt and consideration of information submitted by the public as described in Part IV.D.4.(b)(5) of the General Permit.

Associated Measurable Goal: Review and update procedures for the receipt and consideration of information submitted by the public at least one time annually to address changes and make improvements to the established procedures where applicable. Maintain one webpage, hotline, or similar method for receipt of information submitted by the public throughout the permit term. Yes

BMP: Conduct training for all the MS4 staff whose primary job duties are related to implementing the construction stormwater program as described in Part IV.D.4.(b)(6) of the General Permit. Training may be conducted in person or using self-paced training materials such as videos or reading materials.

Associated Measurable Goal: Conduct a minimum of one training annually for 100% of MS4 staff whose primary job duties are related to implementing the construction stormwater program. Yes

MCM5: Post Construction Stormwater Management in New Development and Redevelopment

Will your MS4 rely on another government entity to help the MS4 meet these requirements for MCM 5? No

Post Construction Stormwater Management in New Development and Redevelopment BMPs and Measurable Goals

I acknowledge that I understand that my MS4 must implement all the following BMPs and Measurable Goals.

BMP: Develop and maintain an ordinance or other regulatory mechanism as described in Part IV.D.5.(a)(2) of the General Permit.

Associated Measurable Goal: Review and update the ordinance or other regulatory mechanism at least one time during the permit term to address changes and make improvements to the ordinance where applicable. Yes

BMP: Document and maintain records of enforcement actions and make them available for review by the TCEQ as described in Part IV.D.5.(b)(1) of the General Permit.

Associated Measurable Goal: Maintain records of 100% of enforcement actions taken each year. Make 100% of enforcement records available to TCEQ for review within 24 hours of request. Yes

BMP: Ensure the long term operation and maintenance of structural stormwater control measures installed as described in Part IV.D.5.(b)(2) of the General Permit.

Associated Measurable Goal: Following a maintenance plan and schedule established by the small MS4 operator, maintain 100% of stormwater control measures each year where the small MS4 operator is responsible for maintenance. Each year, require 100% of the owners or operators of any new development or redeveloped sites to develop and implement a maintenance plan addressing maintenance requirement for any structural control measures installed on site. Require the site owner or operators to maintain documentation, such as a tracking log, onsite of 100% of the maintenance performed and made available for review by the small MS4 operator or TCEQ within 24 hours of the request. Yes

MCM6: Pollution Prevention and Good Housekeeping for Municipal Operation

Will your MS4 rely on another government entity to help the MS4 meet these requirements for MCM 6? No

Pollution Prevention and Good Housekeeping for Municipal Operation BMPs and Measurable Goals

I acknowledge that I understand that my MS4 must implement all the following BMPs and Measurable Goals.

BMP: Permittee-owned Facilities and Control Inventory as described by Part IV.D.6.(b)(1) of the General Permit.

Associated Measurable Goal: Develop and maintain an annual inventory for 100% of the small MS4 owned and operated facilities and controls in the small MS4 area. Review and update the inventory at least one time annually to address changes or additions to the facilities and controls where applicable. Yes

BMP: Training and Education as described in Part IV.D.6.(b)(2) of the General Permit. Training may be conducted in person or using self-paced training materials such as videos or reading materials.

Associated Measurable Goal: Conduct a minimum of one training annually for 100% of employees involved in implementing pollution prevention and good housekeeping practices. For small MS4s which use only contractors to implement pollution prevention and good housekeeping practices, ensure training of 100% of applicable contract staff is conducted at least one time annually using contract language or another similar method. Yes

BMP: Disposal of Waste Material as described in Part IV.D.6.(b)(3) of the General Permit.

Associated Measurable Goal: Ensure that 100% of waste from the MS4 is disposed of in accordance with 30 TAC Chapters 330 or 335, as applicable each year. Yes

BMP: Contractor Requirements and Oversight as described in Part IV.D.6.(b)(4) of the General Permit.

Associated Measurable Goal: Each year, ensure that 100% of contractors hired by the MS4 to perform maintenance activities on permittee-owned facilities is contractually required to comply with all of the stormwater control measures, good housekeeping practices, and facility-specific stormwater management operating procedures described in Parts IV D.6.(b)(2)-(6). Implement oversight procedures of contractor activities in 100% of contracts to ensure that contractors are using appropriate control measures and SOPs each year. Oversight procedures must be maintained on-site 100% of the time and made available for review by TCEQ within 24 hours of request. Yes

BMP: Assessment of permittee-owned operations as described in Part IV.D.6.(b)(5)a of the General Permit.

Associated Measurable Goal: Evaluate 100% of operation and maintenance activities, in conjunction with procedure reviews if appropriate, for their potential to discharge pollutants in stormwater annually. Yes

BMP: Identify pollutants of concern as described in Part IV.D.6.(b)(5)b. of the General Permit.

Associated Measurable Goal: Identify pollutants of concern that could be discharged from all of the operation and maintenance activities described in Part IV.D.6.(b)(5)b and maintain a list of 100% of the pollutants identified. Including for example, metals; chlorides; hydrocarbons such as benzene, toluene, ethyl benzene, and xylenes; sediment; and trash. Review and update the pollutants of concern list at least one time annually to address changes or additions to the operation and maintenance activities where applicable. Yes

BMP: Pollution Prevention Measures as described in Part IV.D.6.(b)(5)c. of the General Permit.

Associated Measurable Goal: Develop and implement a set of pollution prevention measures that will reduce the discharge of pollutants in stormwater from the permittee-owned operations. Yes

➜ **Implement at least two of the following pollution prevention measures:**

- Place barriers around or conduct runoff away from 100% of deicing chemical storage areas to prevent discharge into surface waters each year.
- Track 100% of the application of deicing and anti-icing compounds in the MS4 area and record the amount of compound used for each application annually.

BMP: Inspection of Pollution Prevention Measures as described in Part IV.D.6.(b)(5)d of the General Permit.

Associated Measurable Goal: At least one time annually, visually inspect 100% of pollution prevention measures implemented at permittee-owned facilities to ensure they are working properly. Develop and maintain written procedures that describe the frequency of inspections and how they will be conducted. Review and update the inspection procedures at least one time annually to address changes or additions to the pollution prevention measures. Maintain a log of 100% of the inspections conducted annually and make the log available for review by the TCEQ within 24 hours of a request. Yes

BMP: Structural Control Maintenance as described by Part IV.D.6.(b)(6) of the General Permit.

Associated Measurable Goal: At least one time annually, perform maintenance of 100% of the structural controls which require maintenance. Maintenance must follow a plan and schedule developed by the small MS4 operator to be consistent with maintaining the effectiveness of the BMP. The permittee shall develop and maintain written procedures that define the frequency of inspections and how they will be conducted. Review and update the maintenance procedures at least one time annually to address changes or additions to the pollution prevention measures. Yes

Notes and Additional Information

Do you have any notes or additional information you would like TCEQ to know or consider regarding your MS4? No

Certification Information

Form has not been certified yet.

Caution! This message was sent from outside your organization. Allow sender | Block sender

YOUNG MEN'S BUSINESS
LEAGUE OF BEAUMONT, TEXAS, INC.
7250 WESPARK CIRCLE, BEAUMONT, TEXAS 77705
409-832-9991 / info@ymbl.org

January 8, 2025

Michelle Falgout
Jefferson County Engineer
1149 Pearl Street
Beaumont, Texas 77701

Dear Michelle,

Following up on our conversation this week, I am submitting the information we discussed to allow the YMBL to make improvements to 2 service pods on the Midway at Ford Park near the Livestock Barns. I've attached a sketch and photos of the proposed project.

CONCRETE WORK:
Add an 8-foot X 14-foot X 8-inch thick concrete top to the existing concrete pads. The new concrete pad will overlap the existing concrete pad by ½ inches on each side to ensure that they do not separate in the future. The new concrete pads will contain #4 rebar installed on 12-inch centers each way and be 3,000 psi concrete. Furnish and install new above-ground boxes to cover the in-ground boxes. Provide all hardware and support for the boxes. The contractor will have insurance and provide all project labor and materials.

TOTAL COST TO COUNTY – $0.00

PLUMBING WORK:
Install two elevated water valves, two elevated cleanouts, and two new sewer boxes and covers. The plumbing contractor will extend 6" sewer cleanout and 4" sewer cleanouts up to the grade of the concrete pad for a flush fit. Extensions will be made of PVC to match existing plumbing materials. Each water valve box and each cleanout box will be constructed of cast iron and have cast iron covers. The size of the boxes and covers will be the same as the existing boxes and covers. The contractor will have insurance and provide all project labor and materials.

TOTAL COST TO COUNTY– $0.00

This project's scope is similar to the project that the YMBL undertook in 2008 in the Food Plaza Area of Ford Park, which the Commissioners Court approved on June 9, 2008. We want to start this project as soon as possible. Please let us know as soon as possible if this work meets your approval.

Regards,

Chris Colletti
Executive Vice President

From: Michelle Falgout <Michelle.Falgout@jeffcotx.us>
Sent: Friday, January 3, 2025 11:45 AM
To: ccolletti ymbl.org <ccolletti@ymbl.org>
Subject: Trash Compactor Pad

Chris,
I met with the Commissioner and the Judge today and was informed that any proposed improvements at the Doggett Ford Park site need to be reviewed and approved by Commissioner's Court. With that, can you please provide us with a site plan showing the location and the size of the proposed pad along with design drawings for the pad construction? Also, can you please describe how the trash compactor will be off loaded and loaded and what preventative measures will be in place to prevent damage to the asphalt and grass surfaces during those activities. Once that has been provided and reviewed, the request may be put on the Commissioner's Court agenda for action.

Call to discuss if needed.

Thank you so much,

Michelle

Michelle Falgout, CFM, P.E.

County Engineer

Jefferson County Texas

michelle.falgout@jeffcotx.us

409-835-8584

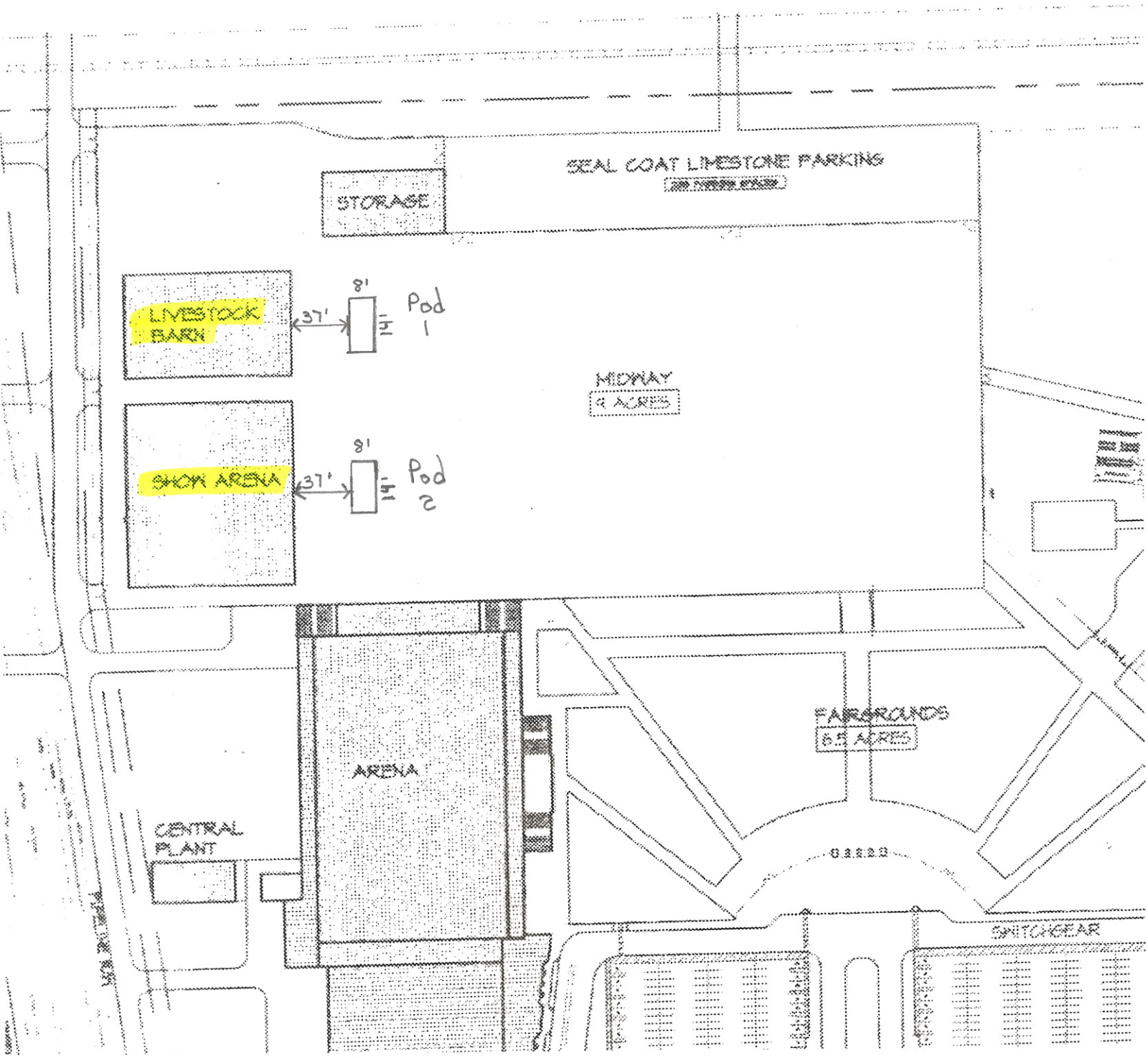
Jefferson County Courthouse

1149 Pearl Street, 5th Floor

Beaumont, Texas 77701

2025 YMBL Pod Raising Project

1/8/25



KATE CARROLL
TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

Tax Refund Determination

Taxpayer name:	Combine Hospitality LLC Super 8
Address:	1110 IH-10 South, Beaumont, TX 77707
Account Number:	030325-000/000200-00000
Amount of Refund:	$9,200.00
Reason:	Taxpayer made a payment in the amount of $60,000.00 on 11/8/24. Taxpayer mailed in a subsequent payment of $12,122.26 (posted on 12/12/24) which paid off the account in full and overpaid the account by $9,200.00.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.

Kate Carroll
Jefferson County Tax Assessor-Collector

1/7/25
Date

County Auditor employee

1/8/25
Date

MAILING ADDRESS • P.O. BOX 2112 • BEAUMONT, TEXAS 77704-2112
PHYSICAL ADDRESS • 1149 PEARL, BEAUMONT, TEXAS 77701
PHONE: 409-835-8516 • FAX: 409-835-8589

01/07/2025 14:18:48 TAX COLLECTION SYSTEM PAGE: 1
TN536 SELECTION SEQUENCE 4725411 REFUNDS SELECTED REPORT
HELD OVERPAYMENT REFUNDS FROM: 12/12/2024 TO: 12/12/2024 MINIMUM DOLLAR AMOUNT: $2500
REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
030325-000/000200-00000	249752		M1212202406A	20241212			
2024 8001 COMBINE HOSPITALITY LLC		TL	1	12/12/2024	57960989 PA	9,200.00	
CHECK PAYEE:COMBINE HOSPITALITY LLC		HOSPITALITY PLAZA REPLAT TRACT 2			1 CHECK TOTAL:	9,200.00	
SUPER 8		AC					
1110 IH-10 SOUTH							
BEAUMONT TX77707							

FIDO # : 25856939

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 9,200.00

COUNT OF REFUND CHECKS 1

DUPLICATE TAX RECEIPT

TERRY WUENSCHEL, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

COMBINE HOSPITALITY LLC
1110 INTERSTATE 10 S
BEAUMONT , TX 77707-1170

Legal Description:
HOSPITALITY PLAZA REPLAT TRACT 2 1.910 AC

Parcel Address: 1110 S INTERSTATE 10
Legal Acres: 1.9100

Deposit No: M1212202406A
Validation No: 900000071591285
Account No: **030325-000/000200-00000**
Operator Code: ASHLEYBB

Remit Seq No: 57960989
Receipt Date: 12/12/2024
Deposit Date: 12/12/2024
Print Date: 12/14/2024
NO.: 249752

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2024	Jefferson County	2,708,964	0.357000	449.14	0.00	0.00	449.14
2024	Beaumont Isd	2,708,964	0.964910	1,213.95	0.00	0.00	1,213.95
2024	City Of Beaumont	2,708,964	0.659663	829.92	0.00	0.00	829.92
2024	Port Of Beaumont	2,708,964	0.068253	85.87	0.00	0.00	85.87
2024	Drainage District #6	2,708,964	0.184917	232.64	0.00	0.00	232.64
2024	Sabine-Neches Nav. Dist.	2,708,964	0.088000	110.74	0.00	0.00	110.74
2024	Overpay	0	0.000000	0.00	0.00	0.00	9,200.00
				$2,922.26	**$0.00**	**$0.00**	**$12,122.26**

Check Number(s):
007558

PAYMENT TYPE:
Checks: $12,122.26

Exemptions on this property:

Total Applied: $12,122.26

Change Paid: $0.00

ACCOUNT PAID IN FULL

PAYER:
COMBINE HOSPITALITY LLC
SUPER 8
1110 IH-10 SOUTH
BEAUMONT , TX 77707

AP PID# 249792 RGN# 579009469

007558

Combine Hospitality, LLC
Super 8
[redacted]
Beaumont, TX 77707-1170
[redacted]

Wells Fargo
4175 Phelan Blvd
Beaumont, Texas 77706
(409) 8328-9191
37-65/1119

12/10/2024

PAY TO THE ORDER OF Jefferson County Tax $ **12,122.26

Twelve Thousand One Hundred Twenty-Two and 26/100********** DOLLARS

Jefferson County Tax
P O Box 2112
Beaumont, TX 77704

Memo Account no. 030325-000/000200-00000

Salud Bluella
AP

[redacted]

State of Texas, County of Jefferson:

I, Roxanne Acosta–Hellberg, County Clerk of Jefferson County, Texas do hereby certify that this instrument was filed for registration in my office and duly recorded on _____, 2024, in County Clerk's File No._____ Jefferson County Official Public Records.

County Clerk, Jefferson County, Texas

By:_____, Deputy Clerk

LEGAL DESCRIPTION:

BEING a 5.114 acre tract of land lying in the L. Hamshire Survey, Abstract Number 667, Jefferson County, Texas, being all of that same tract of land described in an instruments to Saul Palomares Rodriguez, recorded in Clerk's File No. 2022002840 of the Official Public Records of Jefferson County, Texas, said 5.114 acres being more particularly described as follows:

BEGINNING at a capped rod ("Access") found in the south right–of–way line of Highway 124 (a.k.a. Fannett Road, R.O.W. width varies), at the northeast corner of that called 1.7201 acre tract of land described in an instrument to Tiffany Arevalo, recorded in Clerk's File No. 2013000505 of said Official Public Records and the northwest corner of the herein described tract (from which a 1/2" iron pipe found for the northwest corner of said 1.7201 acre tract);

THENCE North 64°12'24" East (called N 64°12'24" E), with the south right–of–way line of Highway 124 and the north line of the herein described, for a distance of 292.27 feet (called 292.27 feet) to a 1/2" iron pipe found in the south right–of–way line of Highway 124, at the northwest corner of that called 0.7721 of an acre tract of land described in an instrument to Jefferson County, Texas, recorded in Clerk's File No. 2012020440 of said Official Public Records and the northeast corner the herein described tract;

THENCE South 02°54'55" East (called S 02°54'55" E), with the west line of said 0.7721 of an acre tract and the east line of the herein described tract, a distance of 885.59 feet (called 885.59 feet) to a 1/2" iron rod found in the west line of that called 35.00 acre tract of land described in an instrument to Joseph L. Caruthers III, of record in Clerk's File No. 2021026221 of said Official Public Records, at the northeast of the residual of a called 50.62 acre tract of land described in an instrument to Joseph L. Caruthers III, recorded in 2019017014 of said Official Public Records and the southeast corner of the herein described tract;

THENCE South 86°29'03" West (called S 86°29'03" W), with the north line of said 50.62 acre tract and the south line of the herein described tract, passing at 128.05 feet a capped rod ("JAMA") found for the northeast corner of that called 23.928 acre tract of land described in an instrument to Eric S. Callarman & Teneal R. Callarman, recorded in Clerk's File No. 2021004537 of said Official Public Records, continuing for a total distance of 267.27 feet (called 267.27 feet) to a 1/2" iron rod found at the southeast corner of that called Tract No. 11 (called 0.344 of an acre), described in an instrument to Jon Wyatt Covington, recorded in Clerk's File No. 2017026845 of said Official Public Records and the southwest corner of the herein described tract;

THENCE North 03°02'25" West, with the east line of said Tract No. 11 and the west line of the herein described tract, a distance of 125.64 feet a 1/2" iron rod found for the southeast corner of said 1.7201 acre tract, the northeast corner of said Tract No. 11 and an angle point in the west line of the herein described tract;

THENCE North 03°03'52" West, with the east line of said 1.7201 acre tract and the west line of the herein described tract, a distance of 649.12 feet to the POINT AND PLACE OF BEGINNING, containing 5.114 acres of land, more or less.

DEVELOPMENT REGULATIONS NOTES:
No construction or other development within this Minor Plat may begin until all Jefferson County Development requirements have been met.

SCHOOL DISTRICT NOTE:
This minor plat is within the boundaries of the Hamshire–Fannett ISD.

UTILITY NOTES:
Electric Utility Service will be provided by: Entergy Texas, Inc.
Telephone Utility Service will be provided by: Spectrum
Gas Utility Service will be provided by: Centerpoint Energy Entex
Water Utility Service will be provided by: West Jefferson County Municipal Water District
Sewer Utility Service will be provided by: On–Site
Cable Utility Service will be provided by: Spectrum

(Service providers are based on information found online)

SEWAGE DISPOSAL NOTE:
No structure in this subdivision shall be occupied until connected to a public sewer system or to an on–site wastewater system, which has been approved and permitted by Jefferson County.

WATER SUPPLY NOTES:
Hamshire Community WSC, an approved public water supply system, has adequate quantity to supply the subdivision, but provision have not been made by developer to provide service to each lot in accordance with the policies of the water district.

DRAINAGE DISTRICT #3 (DD3) NOTES:

1. DD3 Ditches referenced on this plat indicate the location and existence of known drainage ditches currently on property owners lands recorded in the Real Property Records of Jefferson County, Texas, File 2022002840. The DD3 easements shown on this plat associated with identified DD3 ditches, shall be perpetual, non–exclusive easements consisting of the actual width of the corresponding ditch, including improvements, plus 25 feet on each side of the ditch tops. Where ditches lie along a road or other R.O.W., the easement herein granted lies only on that part of the ditch which lies on the Property Owners land and the 25 feet beyond the ditch top, which lies on the Property Owners land.

2. DD3 Drainage easements are granted over Property Owner's land to improve the flow of water drainage from tributaries located within Jefferson County, Texas, and to provide the right to excavate ditches and laterals, and to construct berms thereon for the flow of waters and giving DD3 the right and privilege to improve, maintain and operate the same as permitted by law, and giving unto DD3 the right and privilege of cleaning out and deepening ditches or water flows within the easement tracts. Property owners shall only construct permanent fencing along the drainage easement lines granted herein on one (1) side of the ditch if the ditch crosses the property owners land. The drainage easements also include the right of DD3 to construct, operate, maintain, alter, repair and patrol each drainage easement, and improvements made thereto, together with the right to construct berms, construct and utilize dirt placement areas, restrict placement of obstructions with permanent structures, remove all dirt therefrom, trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures or obstacles within the limits of the easement without further payment; and further including the right to construct improvements above ground and underground essential to DD3's drainage facilities, within the limits of said easements. DD3 shall notify property owners of any and all construction, operation, maintenance, alteration, repair, construction of berms, dirt placement, restriction of permanent structures or other obstructions, removal of dirt, the trimming, cutting, felling and removal of trees, underbrush, obstructions and other vegetation, removal of structures or other obstacles within the limits of the easement.

3. No structures or improvements, i.e. fences or buildings shall be placed in or across DD3 Easements depicted herein.

4. No culverts, bridges, low flow crossings or other structures shall be placed in DD3 ditches or easements, shown herein, without an engineered design and DD3 approval.

Surveyor's Certificate:

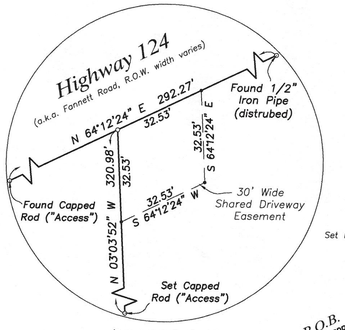
I, Scott N Brackin, a Registered Professional Land Surveyor in the State of Texas, certify that this plat has been prepared from an actual standard land survey on the ground, that all corners were found or set as noted, and that the plat is drawn to scale, that the property shown hereon lies within Jefferson County, Texas, and correctly represents said survey by me and is in accordance with the subdivision regulations of Jefferson County, Texas.

Access Surveyors, LLC
Commercial - Industrial - Residential
11025 Old Voth Road – Beaumont, Texas 77713
Telephone (409) 838–6322 Facsimile 838–6122
www.access–surveyors.com § rpls5163@aol.com
File: 2024739 No. 10136400 Technician: BAH

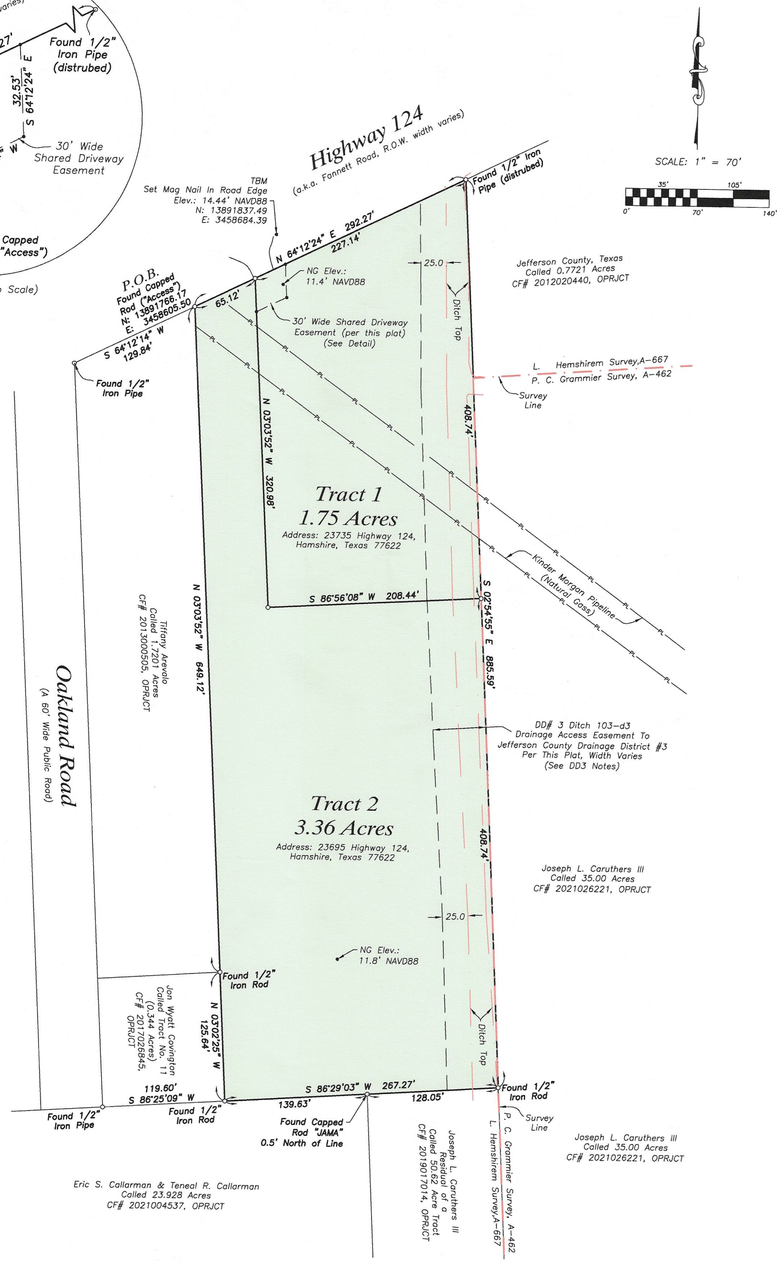
STATE OF TEXAS REGISTERED SCOTT N. BRACKIN 6650 PROFESSIONAL LAND SURVEYOR

Plat Dated: October 21, 2024

Scott N. Brackin
Registered Professional Land Surveyor No. 6650

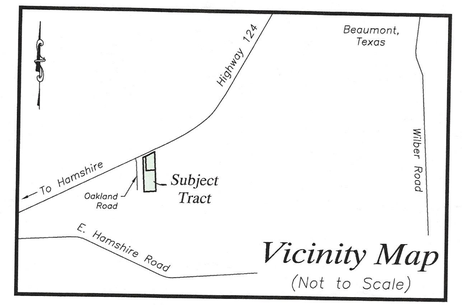


(Detail Not To Scale)



SCALE: 1" = 70'

35' 105'
0' 70' 140'



Ownership Certificate:

State of Texas
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That I, Saul Palomares Rodriguez, owner of that called 5.114 acre tract of land described in an instrument dated January 19, 2022 recorded in Clerk's File No. 2022002840 of the Official Public Records of Jefferson County, Texas, DO HEREBY SUBDIVIDE said property in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public the streets and easements shown hereon.

Witness my hand, this 23rd day of December, 2024.

Saul Palomares Rodriguez (Owner)

State of Texas
County of Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Saul Palomares Rodriguez, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this the 23rd day of December, 2024.

By:_____
Notary public in and for the state of Texas

BRITTANEY DIANE HOKE
Notary ID #132840103
My Commission Expires
December 23, 2024

CERTIFICATE OF COUNTY ENGINEERING:

I, _____, County Engineering of Jefferson County, Texas, DO HEREBY certify that the plat of this subdivision complies with all existing rules and regulations of this office adopted by the Commissioners Court of Jefferson County, Texas.

_____
County Engineering

CERTIFICATE OF COUNTY APPROVAL, TO WIT:

STATE OF TEXAS, COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the _____ day of _____ 2024, authorizing the filing of this plat. Jefferson County assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

_____
Commissioner, Precinct No. 1
Jefferson County, Texas

_____
Commissioner, Precinct No. 2
Jefferson County, Texas

_____
Commissioner, Precinct No. 3
Jefferson County, Texas

_____
Commissioner, Precinct No. 4
Jefferson County, Texas

_____
County Judge
Jefferson County, Texas

Surveyor's Notes:

(1) This survey was completed without the benefit of a title commitment, and not all easements or servitudes, weather of record or not, were researched at the time of this survey or shown hereon.
(2) No improvements or utilities are shown.
(3) All bearings and coordinates are based on the Texas Coordinate System, of 1983 (NAD83) South Central Zone.
(4) According to FEMA's Flood Insurance Rate Map (FIRM) No. 480385 0360 C, dated August 06, 2002, the subject tract appears to be located in Flood Zone X.
(5) ○ = Set capped ("Access Surveyors") rod, unless noted otherwise.
(6) • = Point for corner, unless noted otherwise.

Required Clear Space for an On-Site Sewage Facility (OSSF)

Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Required Clear Area for OSSF (in Square Feet)	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (in Square Feet)
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	6428	180	5143
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

Note: SAMPLE - consult the TCEQ Regulations for proper sizes

Minor Plat of
Highway 124 Rodriguez Addition
of a 5.114 Acre Tract of Land into
Tracts 1 & 2
out of the L. Hamshire Survey, Abstract Number 667, Jefferson County, Texas

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The permitee must complete, in quintruplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
b. If applicant is a pipeline carrier, whether:
    1. It is a common carrier; and
    2. It serves a public purpose; and
    3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permitee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance of repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permitee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to e performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.

c. Base The base shall be replaced with crushed limestone base material from 2" below the existing bass to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".

d. Surface

1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.

2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.

3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permitee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permitee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinue for more than 5 working days.

Line Markers

All lines crossing pubic roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be $5,000.00 per crossing and $50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be $100.00 per road crossing and $150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Permit No. _____
Precinct No._____

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/COMMON CARRIER PIPLINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date: _____

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

_____, (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of _____ , location of which is fully described as follows:

_____ pages of drawings attached.

Construction will begin on or after _____2 0____

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on _____ and all subsequent revisions thereof to date.

Company_____

By _____

Title _____

Address_____

Telephone _____

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.

2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

_____ road crossing @ $100.00 _____ $_____

_____ miles parallel @ $150.O0/mile or fraction _____ $ _____

TOTAL_____ $_____

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has Been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

ENGINEERING ACTION FORM

The minimum standard bond required is $N/A

Michelle Falgout
County Engineer

01/14/2025
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $N/A.
Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

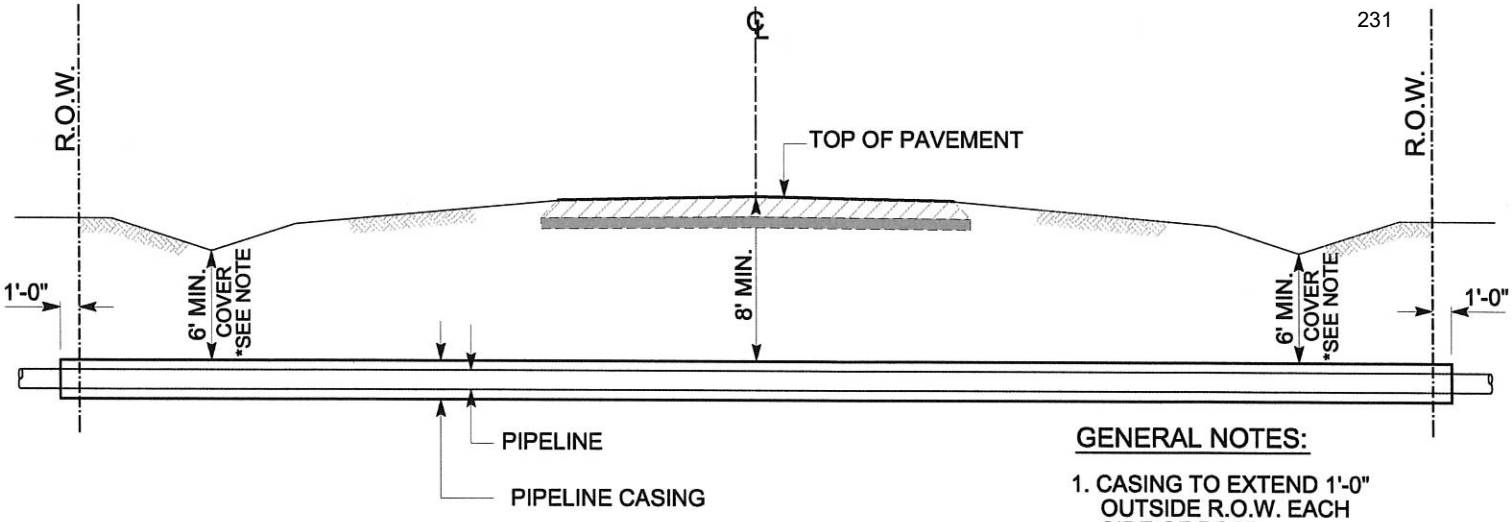
By _____
County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

REV 2020

ATTEST _____

DATE 1/14/2025

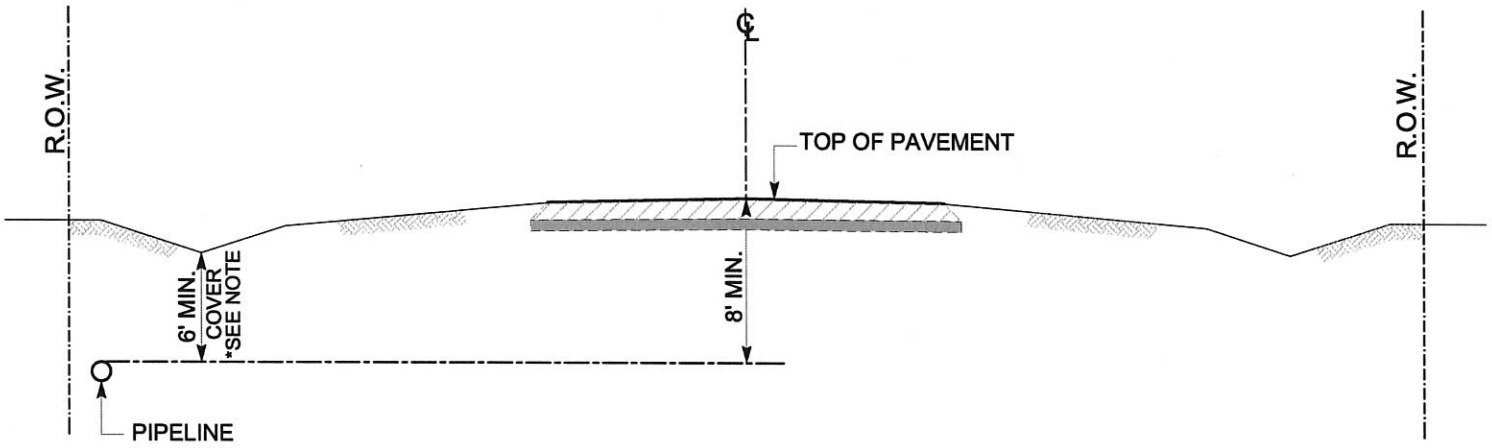


GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S

JEFFERSON COUNTY ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.		SHEET NO. 1 OF 1
CHECKED:	S.S.	REVISED: 01/15/2020	

NOTICE OF PROPOSED UTILITY LINE INSTALLATION ON JEFFERSON COUNTY, TEXAS RIGHTS OF WAYS (A053TDY-BYERS-2345 DIAMOND D DR)

Date Monday, January 6, 2025

To: Jefferson County, Texas
C/O: Ernest Clement, Engineering Specialist
Engineering Dept.
1149 Pearl Street, 5th floor
Jefferson County Courthouse
Beaumont, TX 77701
Office: (409) 835-8584
Via Email: ernest.clement@jeffcotx.us

This letter is to provide notice of proposed work for providing public utility of data communications in the rights of ways of affected streets in the City's jurisdiction. Please see the plan set attachment for consideration of no objection to proposed work included with this request. Notice is hereby given that AT&T Communications "Company" is proposing work that affects rights of ways of the following streets that can be described as follows:

DIRECTIONAL BORE AT 96" TO PLACE 1,640' OF BURIED FIBER OPTIC CABLE IN HDPE INNERDUCT CONDUIT.

The location and description of proposed work and appurtenances is more fully shown by drawings attached to this notice. Note applicant's exemption from providing engineer's seal to proposed drawings & other documents for projects below cost threshold per Texas Board of Professional Engineers and Land Surveyors
https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf
and concerning telecommunication purposes outlined in Occupations Code Title 6.
https://statutes.capitol.texas.gov/docs/oc/htm/oc.1001.htm

The line will be constructed and maintained on the street right-of-way as shown on the attached drawings and as directed by the City in accordance with governing laws.

Company acknowledges proper traffic control measures complying with applicable portions of the Texas manual of uniform traffic control devices required for adoption by the "Uniform act regulating traffic on highways" (V.A.C.S. Art. 6701d). All work can be performed without interrupting the flow of traffic; however, if diverting traffic becomes necessary, TCP (1-1)-18 with lane closures has been included.

Proposed construction is requested to begin on or after Monday, 02/10/2025 or as soon as possible.

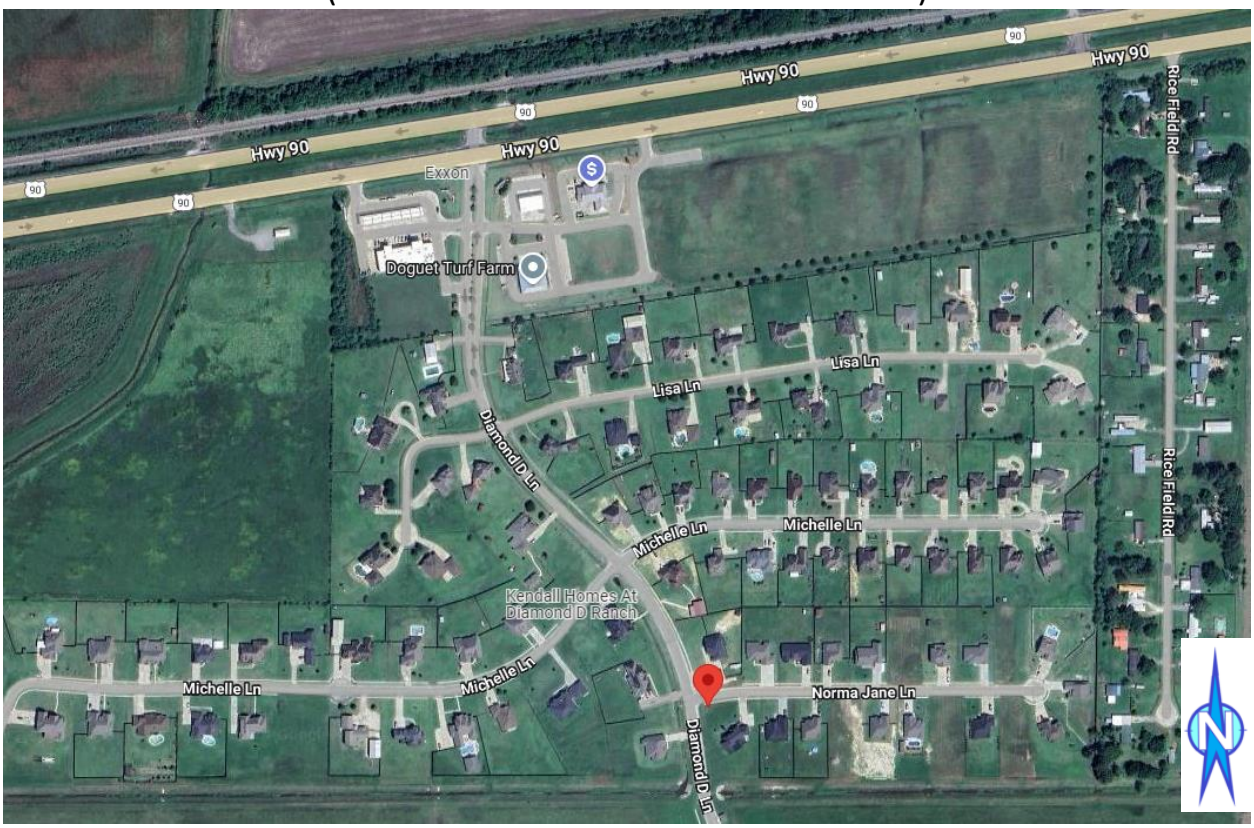
Firm: AT&T Communications Inc. C/O: Byers Engineering
Requestor: Byers Engineering for AT&T Communications Inc.
By: Samuel Cowen, Byers Engineering: Permit Specialist

AT&T Communications Inc.
208 South Akard Rm 1820, Dallas, TX 75202-4206
(800) 246-8464 / (281) 374-3725 / HOUENG@ATT.COM

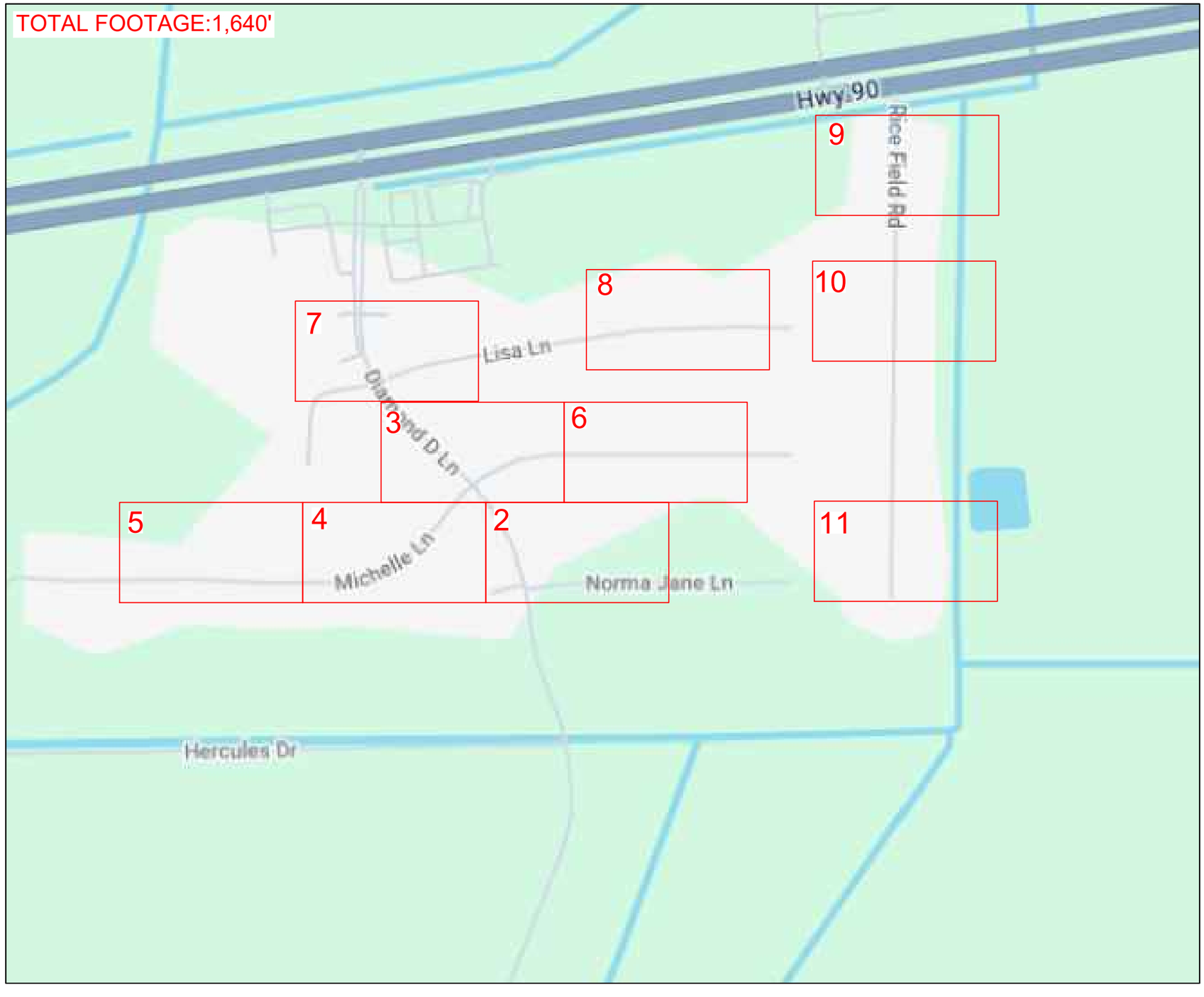
Byers Engineering
13430 NW Freeway Ste 250 Houston TX 77040-6020
(713) 574-2142 / FTH_PERMITS@BYERS.COM

PROJECT OVERVIEW

(A053TDY-BYERS-2345 DIAMOND D DR)



COVER SHEET



AT&T INSTALLATION
2345 DIAMOND D DR
BEAUMONT, TX 77713
JEFFERSON COUNTY
SECTIONS:

HOMEOWNERS, RESIDENTS, AND HOAs ARE TO BE NOTIFIED AT LEAST 3 DAY IN ADVANCE PRIOR TO CONSTRUCTION

REV:	00	REVDATE:	1.6.2025
PROJECT DESIGNATED ADDRESS: **2345 DIAMOND D DR BEAUMONT, TX 77713**			**A053TDY** NOT TO SCALE

DRAWING NAME: **A053TDY-BYERS-2345 DIAMOND D DR**

ENGINEER ID:	BS8038	BYERS ENGINEER:	ADRIAN SANCHEZ

BYERS ENGINEERING COMPANY

Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold.
https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf
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for telecom purposes.

13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742

DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	1	OF:	11

CONSTRUCTION SPECIFICATIONS

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

EXISTING HANDHOLE

RIGHT-OF-WAY

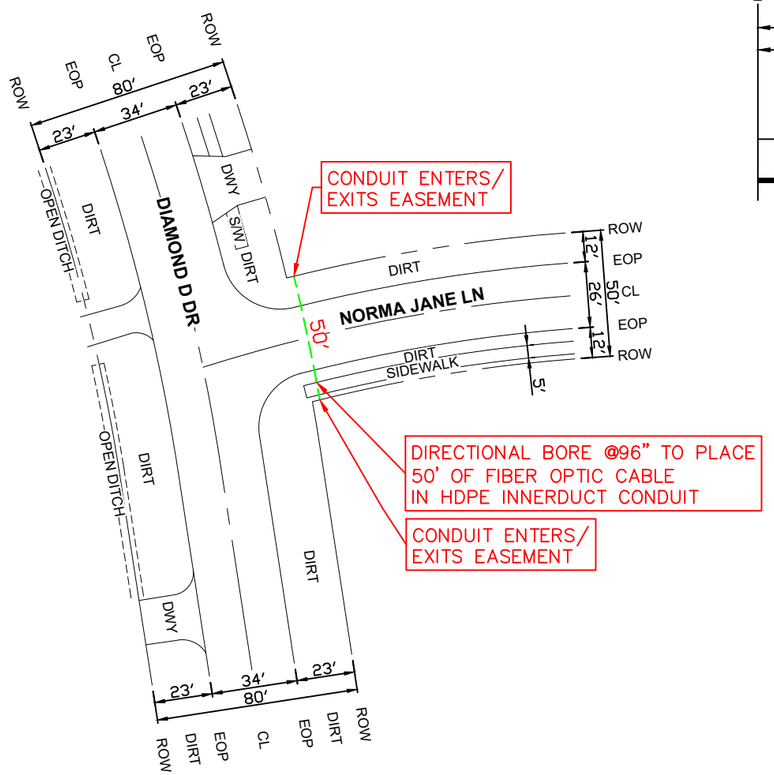
EOP

CENTERLINE

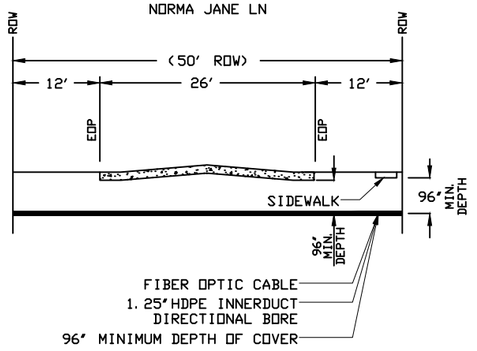
OPEN DITCH

BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

Texas 811
Know what's below. Call before you dig.



ROAD CROSSING DETAIL
NORMA JANE LN



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NOTE:
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EXPOSE ALL UTILITIES IN AREA BEFORE CROSSING.

CONSTRUCTION DRAWING

N

REV:	00	REVDATE:	1.6.2025

PROJECT DESIGNATED ADDRESS:
2345 DIAMOND D DR
BEAUMONT, TX 77713

A053TDY
1":60'

DRAWING NAME:
A053TDY-BYERS-2345 DIAMOND D DR

ENGINEER ID:	BS8038	BYERS ENGINEER:	ADRIAN SANCHEZ

BYERS ENGINEERING COMPANY

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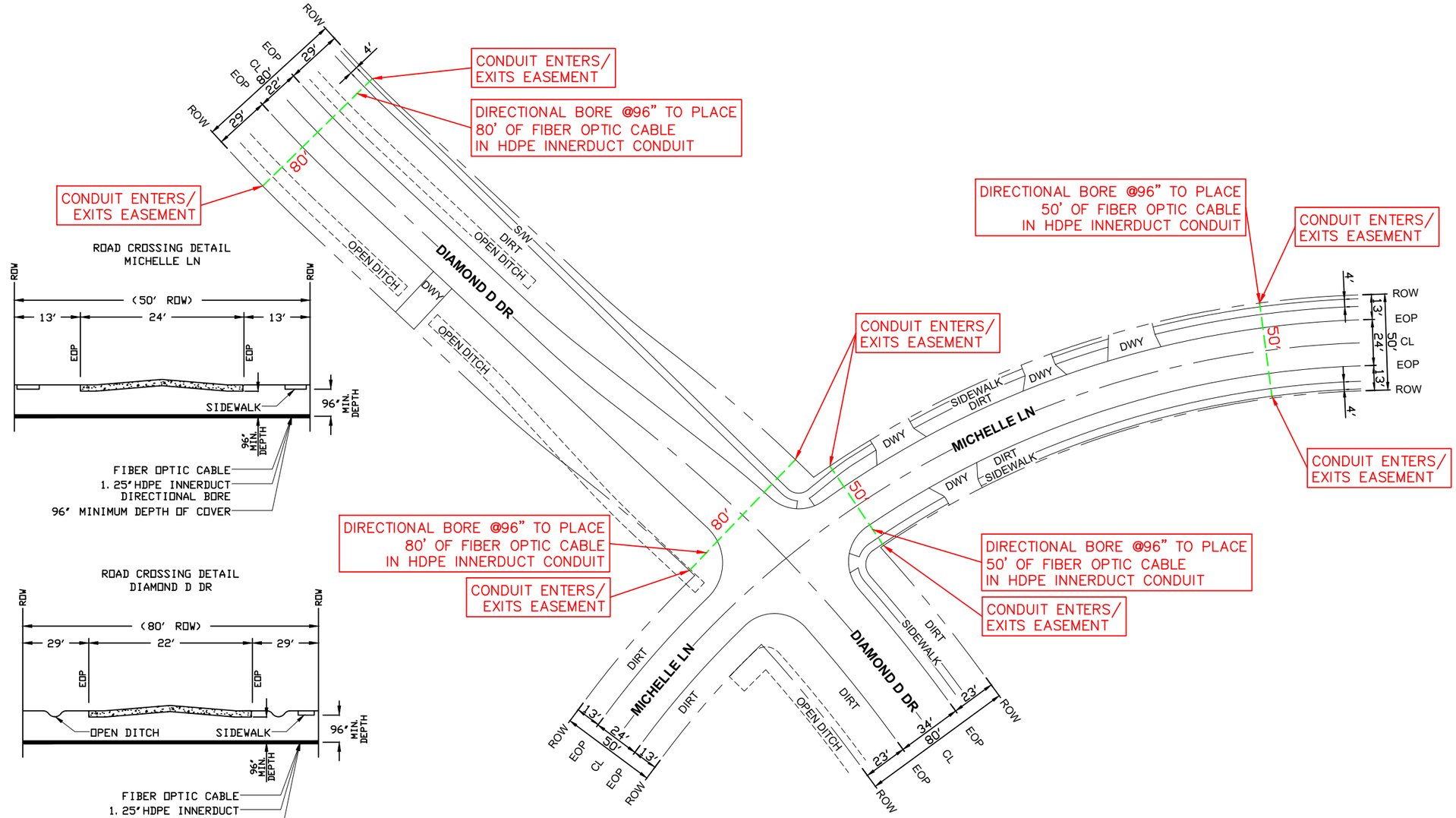
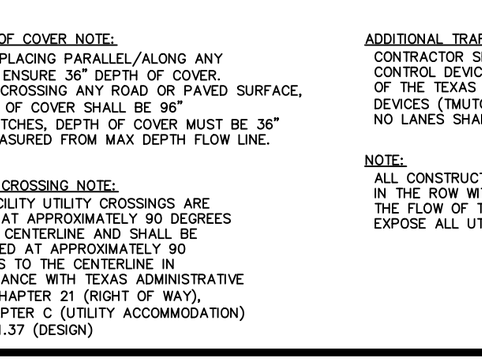


ROAD CROSSING DETAIL
MICHELLE LN



ROAD CROSSING DETAIL
DIAMOND D DR

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DRAWING NAME: A053TDY-BYERS-2345 DIAMOND D DR			
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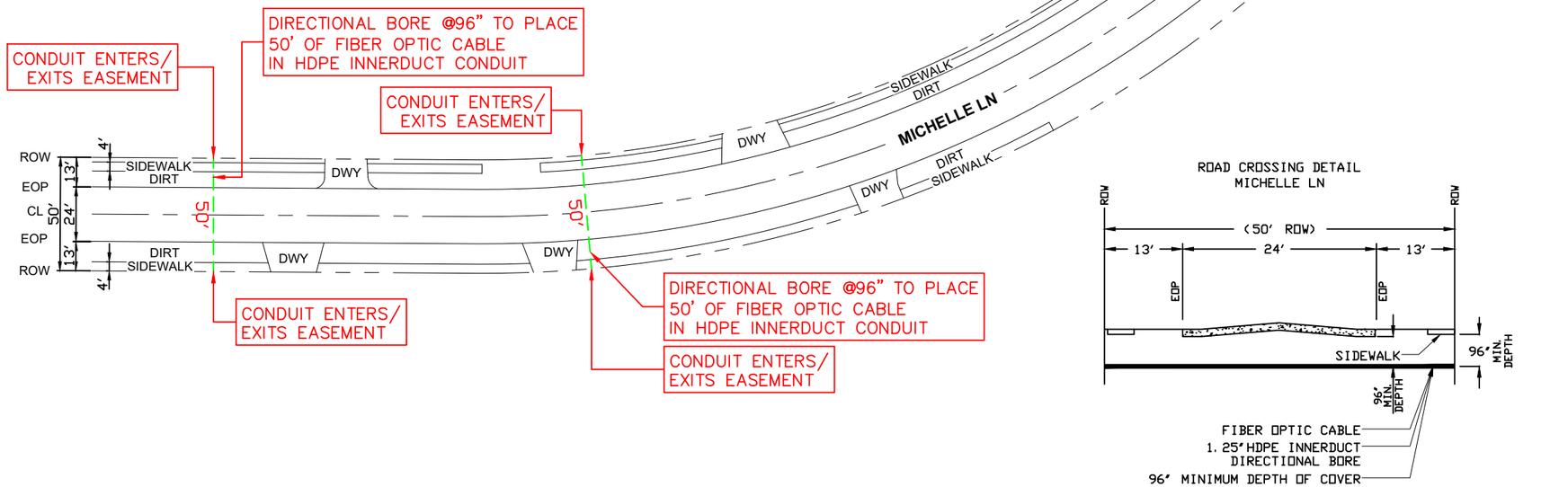

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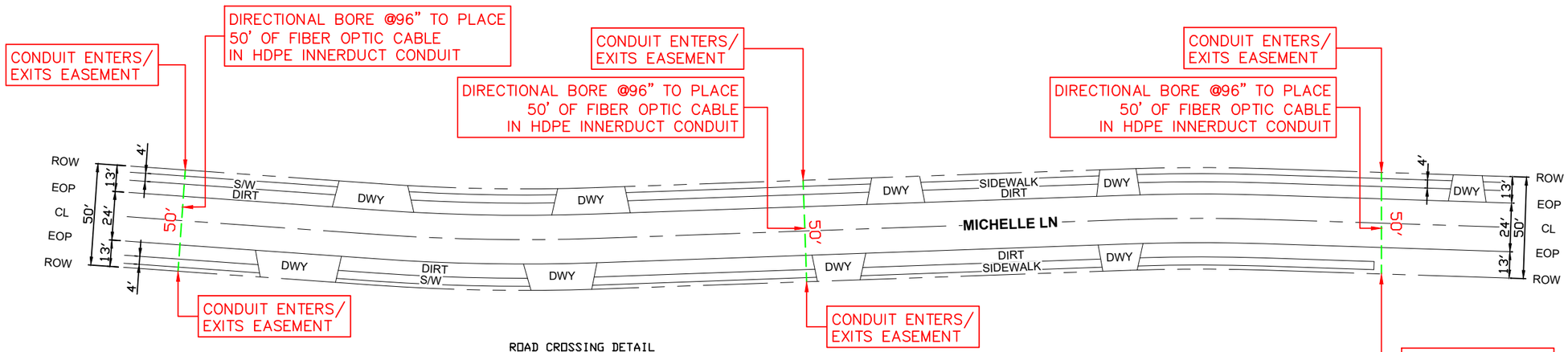

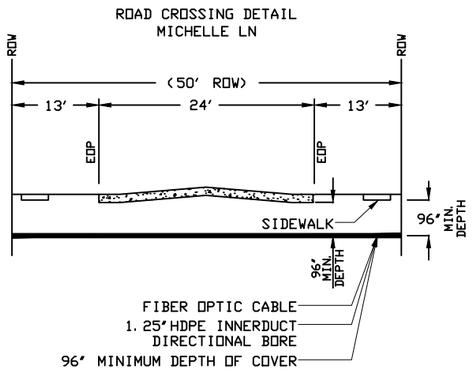

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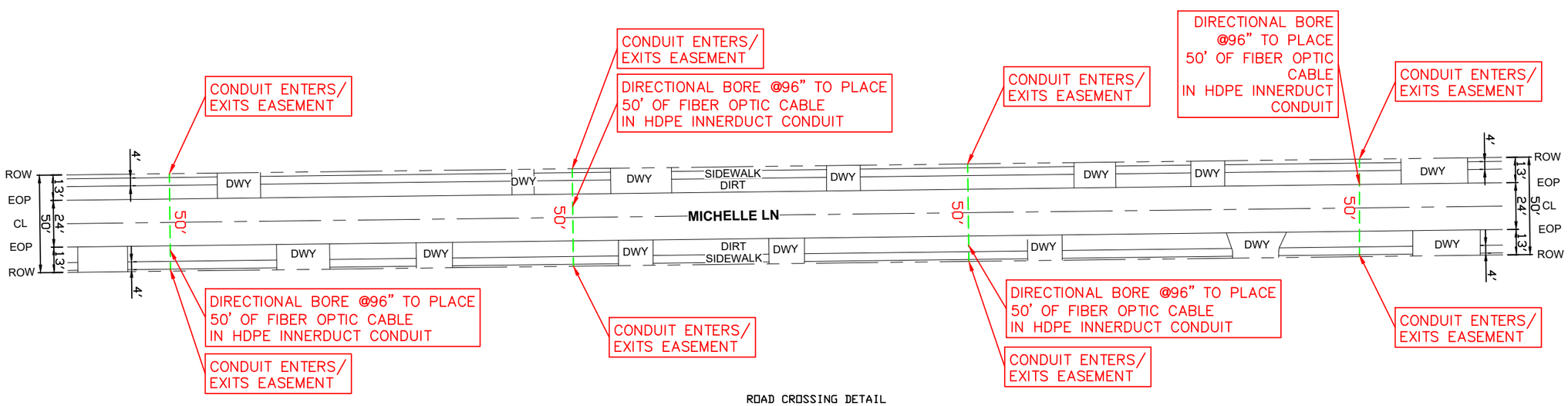

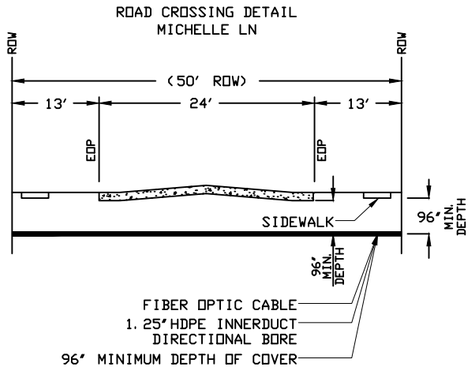

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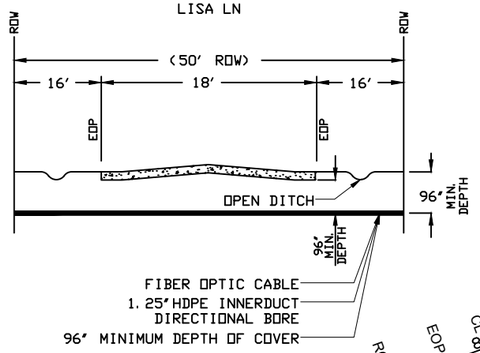
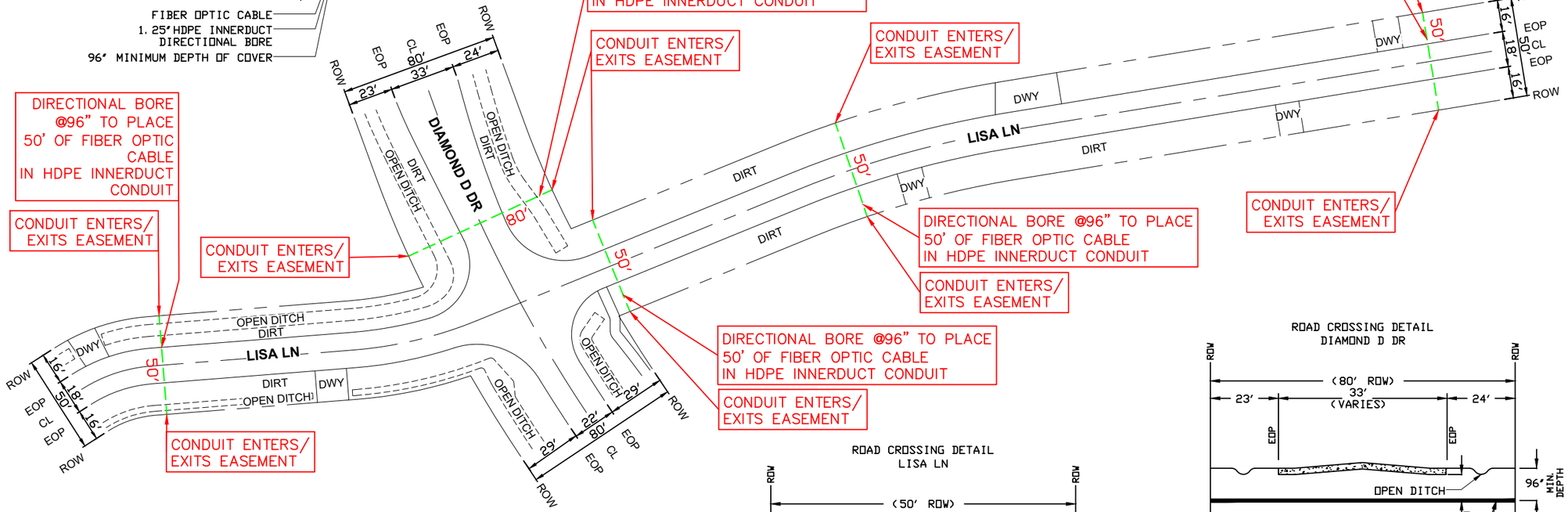
ROAD CROSSING DETAIL
LISA LN





ROAD CROSSING DETAIL
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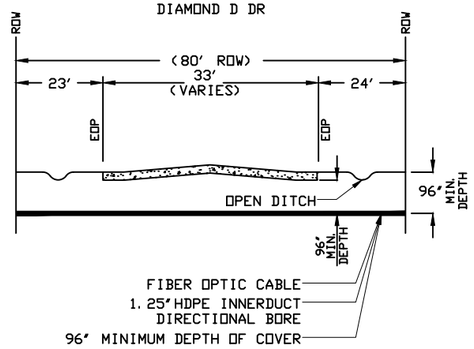

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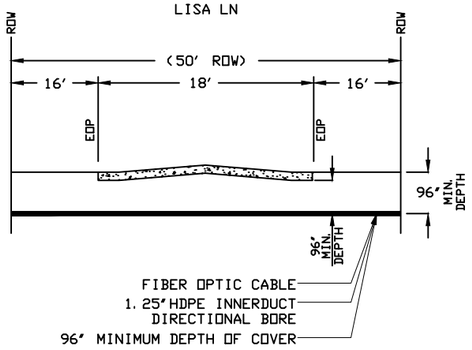

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EXPOSE ALL UTILITIES IN AREA BEFORE CROSSING.

CONSTRUCTION DRAWING

N

REV:	00	REVDATE:	1.6.2025

PROJECT DESIGNATED ADDRESS:
2345 DIAMOND D DR
BEAUMONT, TX 77713

A053TDY
1":60'

DRAWING NAME:
A053TDY-BYERS-2345 DIAMOND D DR

ENGINEER ID:	BS8038	BYERS ENGINEER:	ADRIAN SANCHEZ

BYERS ENGINEERING COMPANY

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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742

DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	7	OF:	11

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LEGEND

PROPOSED AT&T BURIED PLACEMENT

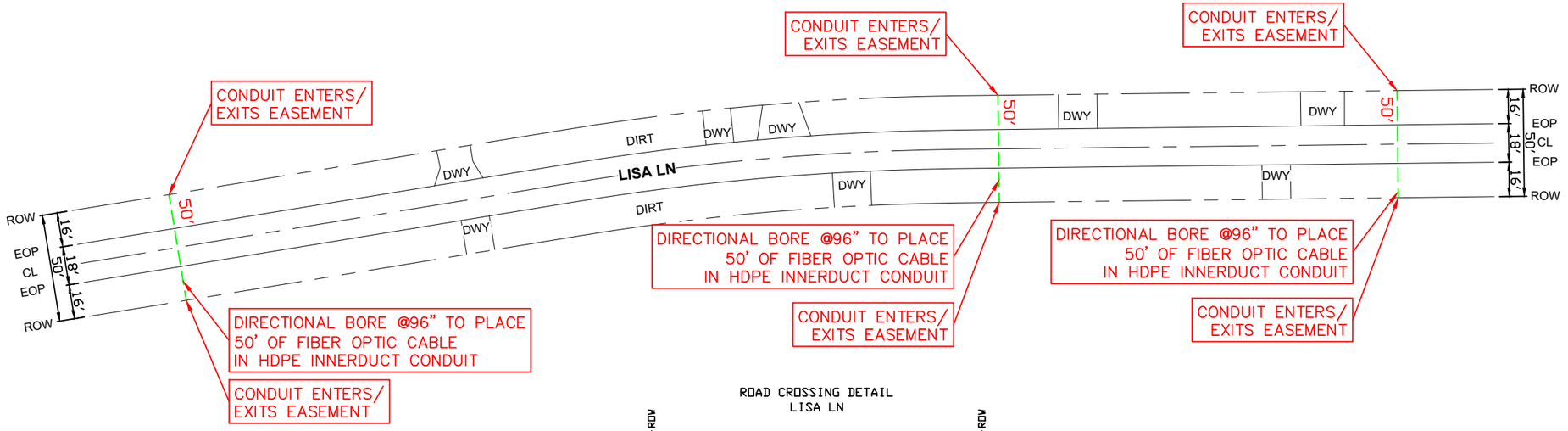
EXISTING HANDHOLE

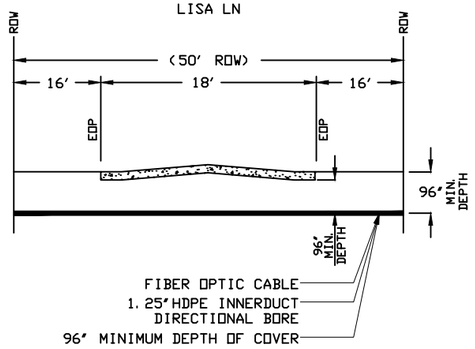
RIGHT-OF-WAY

EOP

CENTERLINE

OPEN DITCH





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DRAWING NAME: A053TDY-BYERS-2345 DIAMOND D DR			
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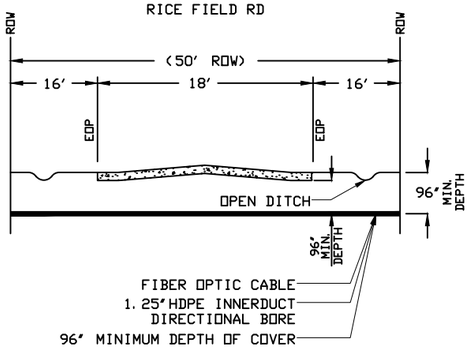
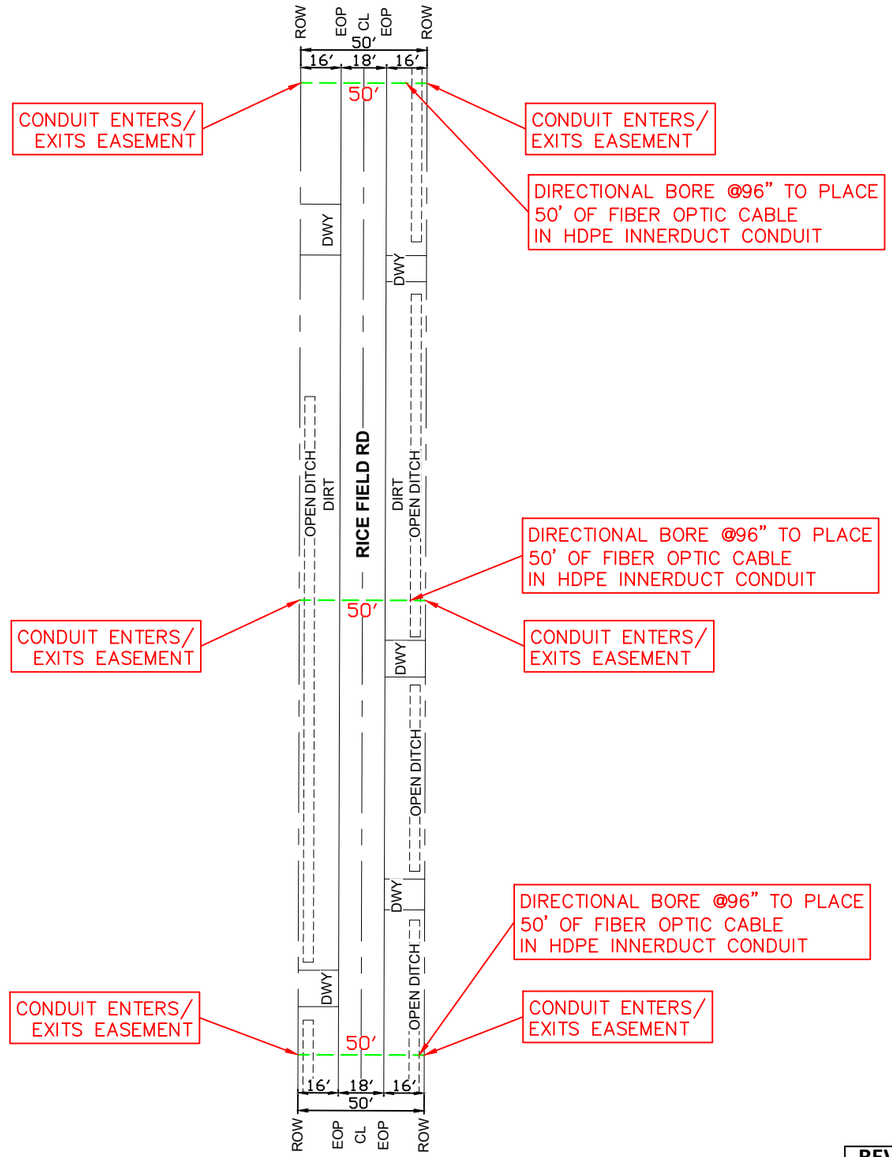
ROAD CROSSING DETAIL
RICE FIELD RD





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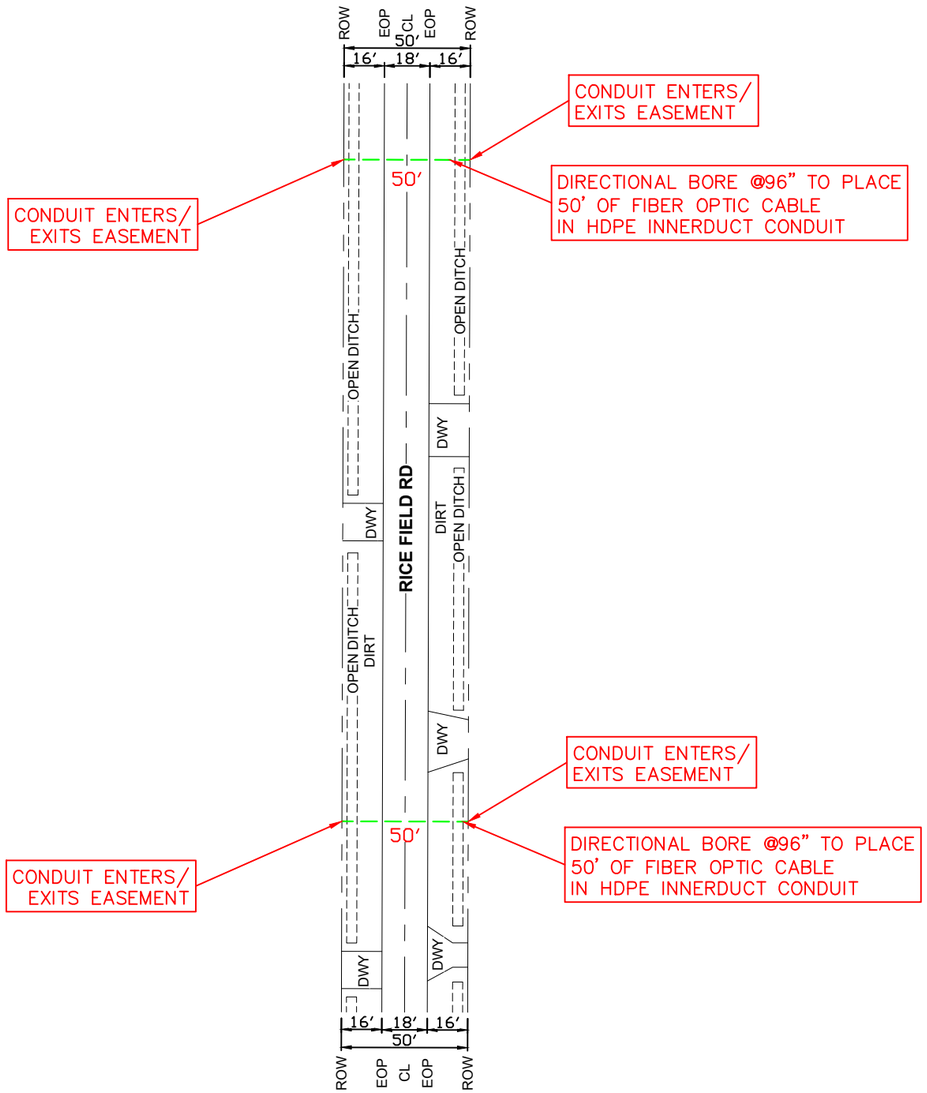

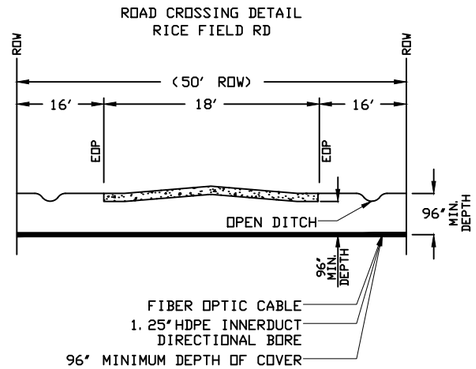

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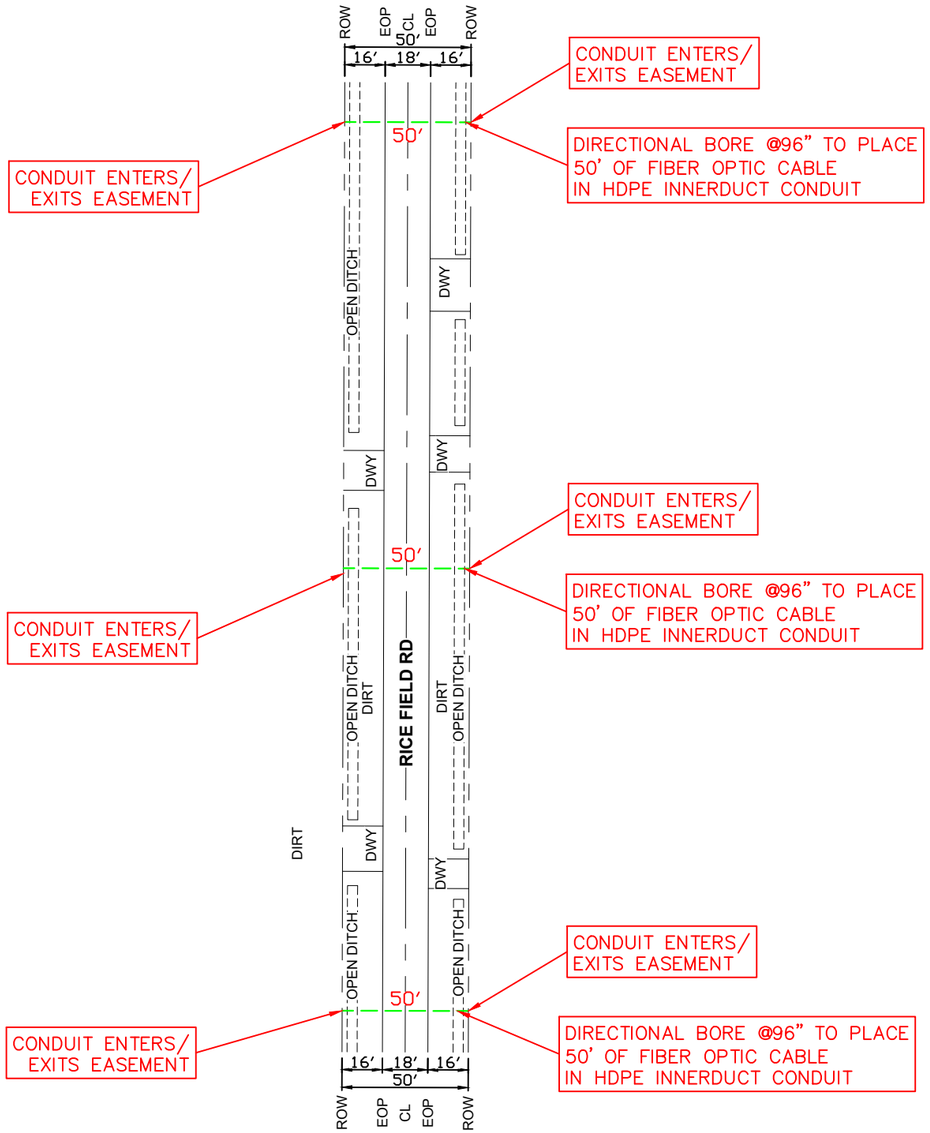

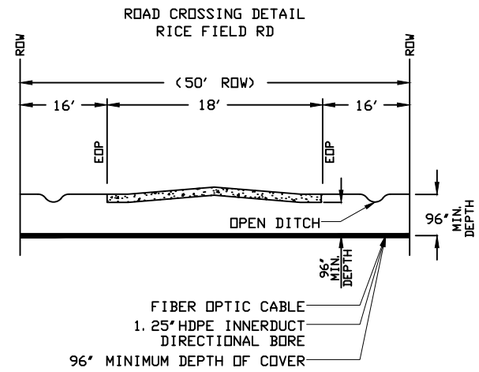

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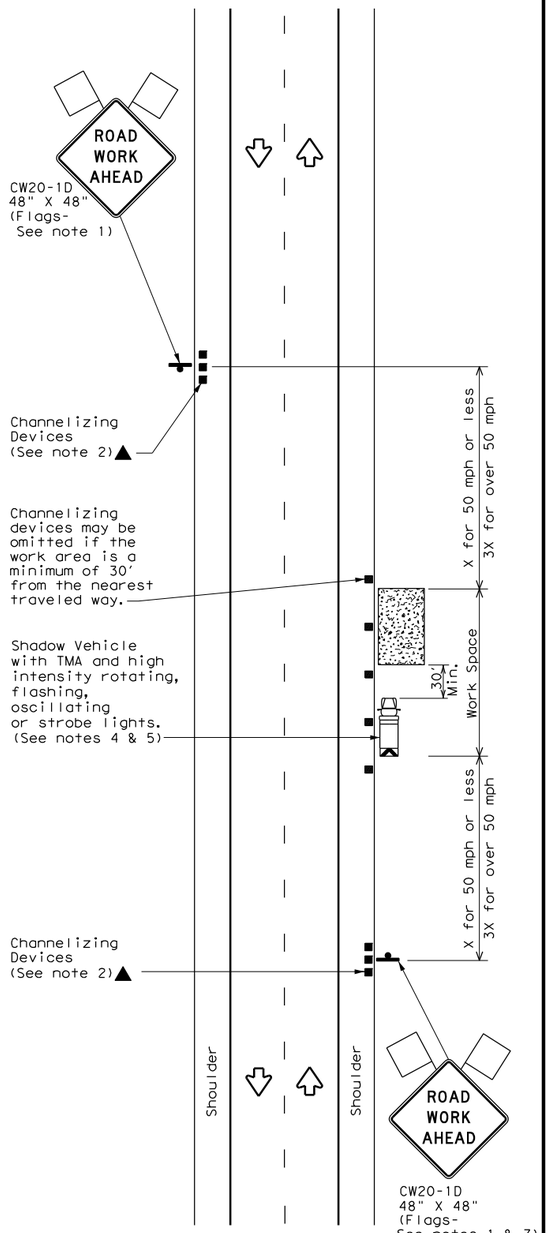
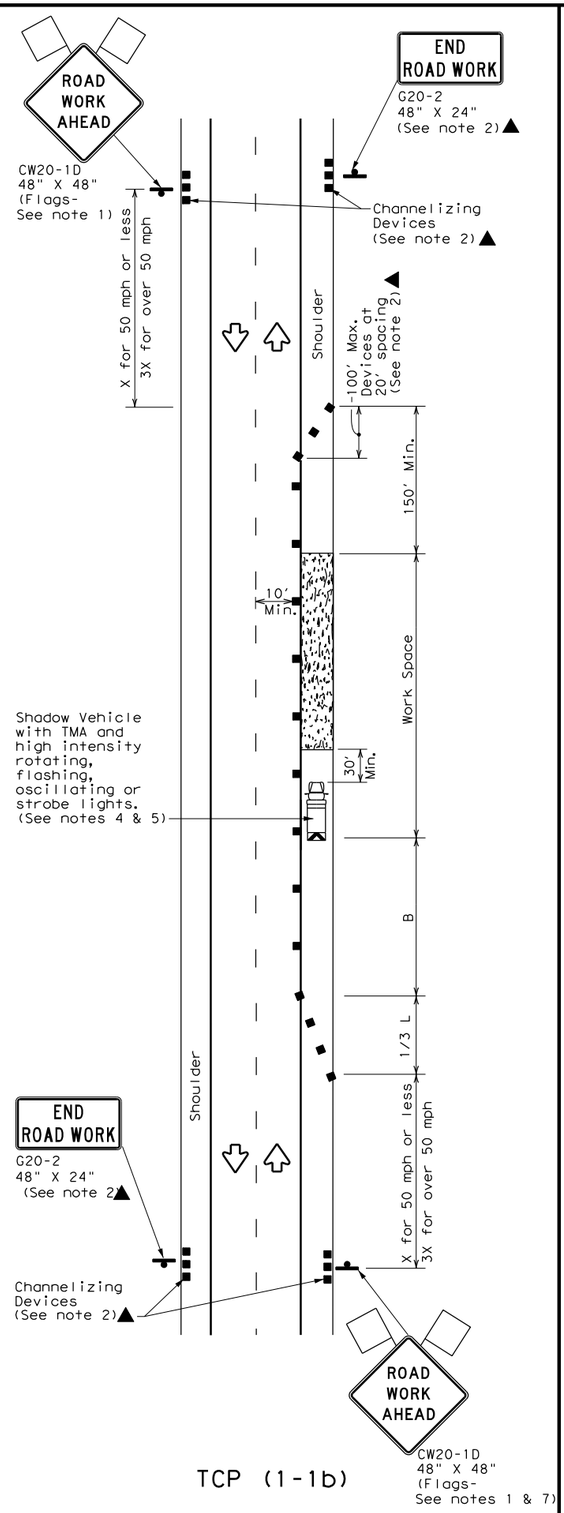
DATE:
FILE:



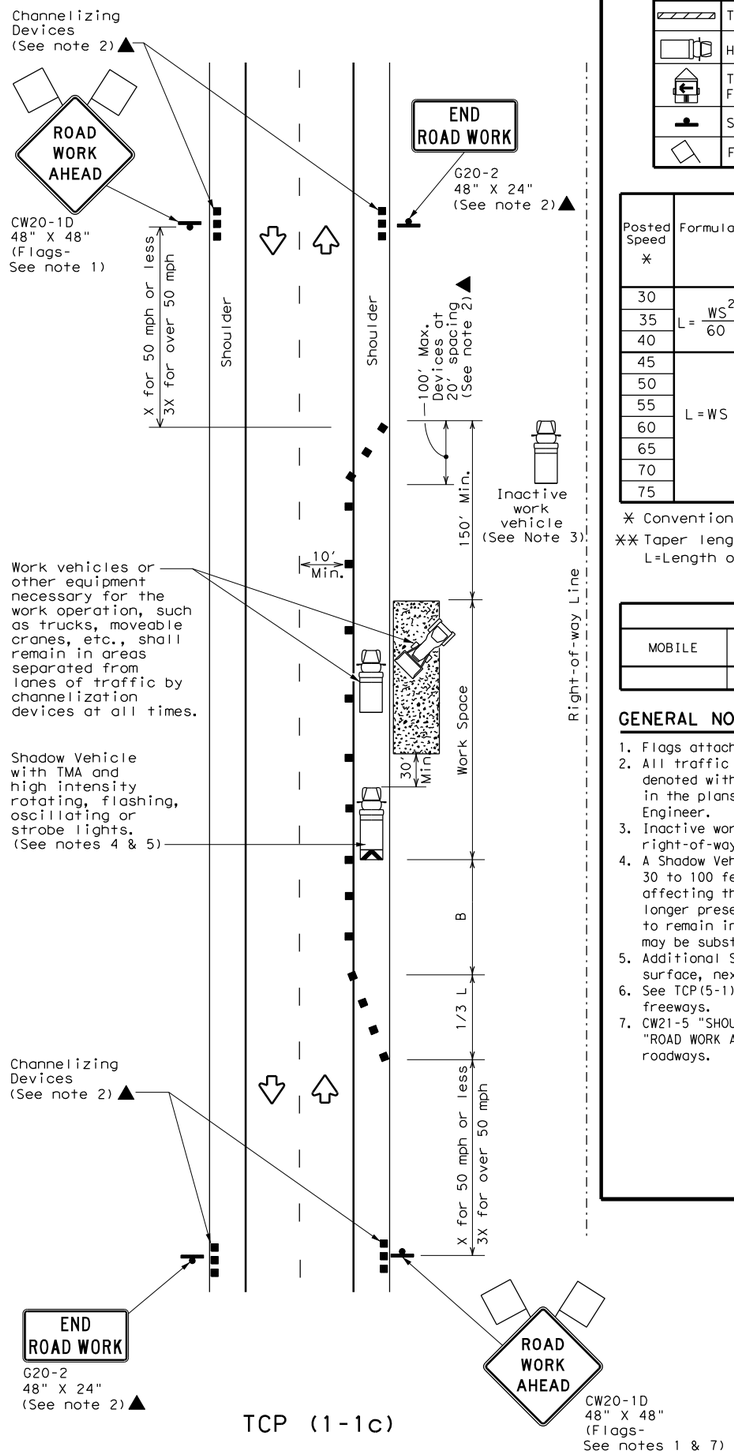
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.