

Special, 2/4/2025 10:30:00 AM

BE IT REMEMBERED that on February 04, 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:

Notice of Meeting and Agenda
February 04, 2025

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
February 04, 2025**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **04th** day of **February 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 **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

9:45 a.m. – Announcement of a Workshop to receive information regarding Sec. 323.208(a) and (b), Texas Tax Code that allows repealing the sales tax exemption for telecommunications services sold within Jefferson County.

10:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.071 for the purpose of receiving information regarding pending or contemplated litigation.

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

The following options are available:

Notice of Meeting and Agenda
February 04, 2025

View live with audio from the County Webpage:
https://co.jefferson.tx.us/comm_crt/commmlink.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: Cary Erickson, Commissioner, Precinct Two

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

PURCHASING:

- (a). Consider and approve, execute, receive and file an agreement (Agreement 25-003/MR) with Steepmeadow Solutions, LLC, to provide elections operations app, install and set up cyber security improvements, and implement a public awareness campaign to educate voters for Jefferson County Clerk's Office in the amount of \$79,061.00; in accordance with Omnia Contract 01-170. Funded by Election Security Grant.

SEE ATTACHMENTS ON PAGES 11 - 19

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (b). Consider, approve and execute an agreement (Agreement 25-007/MR) with Timeclock Plus, LLC to provide time keeping services for Jefferson County Clerk's Office in the amount of \$4,585.27 for 40 licenses for a 7-month period and \$2,142.00 for 210 licenses for a 2-month period; in accordance with Omnia Contract 14-10. Funded by Election Security Grant.

SEE ATTACHMENTS ON PAGES 20 - 39

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (c). Consider, approve and execute a service proposal with Info-Tech Research Group and Jefferson County for IT Research and Advisory Services in the amount of \$59,206.94 for the period covering 01/31/2025 to 01/31/2026. This is in accordance with the GSA Contract-GS-35F-298GA.

SEE ATTACHMENTS ON PAGES 40 - 43

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (d). Request approval to release final 10% payment to Enterprise Systems Corporation in accordance with contract (RFP 22-025/DC) Upgrade of the Jefferson County Nortel/Avaya Phone System in the amount of \$74,483.89.

Notice of Meeting and Agenda
February 04, 2025

SEE ATTACHMENTS ON PAGES 44 - 44

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (e).Request approval to release final payment to SETEX Construction Corporation for (IFB 24-058/MR) Jefferson County 2024 Concrete Road Repair Project in the amount of \$84,981.74.

SEE ATTACHMENTS ON PAGES 45 - 46

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (f).Consider and approve, execute, receive and file Change Order #1 to Invitation for Bid (IFB 24-058/MR) Jefferson County 2024 Concrete Road Repair Project with SETEX Construction Corporation to add additional curb and downspout pads as well as reducing soft spot repair for a total reduction of \$990.00 bringing the total amount from \$175,100.00 down to \$174,110.00.

SEE ATTACHMENTS ON PAGES 47 - 47

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (g).Consider, approve and execute Amendment No. 4 (four) to contract (RFP 16-010/YS) Lease of Properties as a Result of Buy Out to transfer lease of property (Item 98, Property ID 75) from Justin Meyers to Richie Rogers.

SEE ATTACHMENTS ON PAGES 48 - 48

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY AUDITOR:

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

NO ATTACHMENTS

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

- (b).Consider and approve electronic disbursement for \$388,133.32 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

- (c).Consider, approve, and ratify electronic disbursement for \$6,950,338.91 to State Comptroller for Intergovernmental Governmental Transfer for Jefferson County LPPF for the Uncompensated Care Program.

SEE ATTACHMENTS ON PAGES 49 - 50

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

- (d).Consider and approve electronic disbursement for \$3,165,512.90 to the State Comptroller for Intergovernmental Governmental Transfer for Jefferson County LPPF for the Aligning Technology by Linking Interoperable Systems program.

SEE ATTACHMENTS ON PAGES 51 - 51

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

- (e).Regular County Bills – check #525168 through check #525358.

SEE ATTACHMENTS ON PAGES 52 - 59

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

COUNTY CLERK:

- (a).Consider and possibly approve, execute, receive and file, iDocket Birth Certificate Indexing Proposal previously submitted and approved 08/20/2024 as part of the County Clerk Archive Plan FY 2024-2025 with ArchivaLock.

NO ATTACHMENTS

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (b).Consider, execute, receive and file a Joint Election Agreement and Election Services Contract between Jefferson County and the Beaumont Independent School District (BISD), City of Beaumont, Port of Beaumont for the May 3, 2025, election.

SEE ATTACHMENTS ON PAGES 60 - 72

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Consider, possibly approve, receive and file a resolution to authorize application for Grant No. 13446628 for the Jefferson County Family Violence/Crimes Against Women Unit of the District Attorney's office to the Office of the Governor, Criminal Justice Division.

SEE ATTACHMENTS ON PAGES 73 - 73

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Erickson, Sinegal, Alfred

Action: APPROVED

- (b).Consider, possibly approve, receive and file Oath of Office and Statement of Officer for Commissioner Brandon Willis as Director for the Jefferson County Industrial Development Corporation.

SEE ATTACHMENTS ON PAGES 74 - 75

Notice of Meeting and Agenda
February 04, 2025

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

ENGINEERING DEPARTMENT:

- (a).Execute, receive and file Pipeline Permit 01-P-25 (Renewal 02-P-24) between Jefferson County and The Energy Transfer Spindletop LLC. Ethelene Pipeline Project, for the purpose of pipeline crossing Hebert Road. This project is located in Jefferson County in Precinct 2.

SEE ATTACHMENTS ON PAGES 76 - 101

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

- (b).Execute, receive and file Overweight Vehicle Permit 02-OW-25 (Renewal 03-OW-24) and Road Use Agreement between Jefferson County and The Energy Transfer Spindletop LLC. For the purpose of pipeline transport construction equipment and hauling of materials along Jefferson County roads. This project is located in Precinct 2.

SEE ATTACHMENTS ON PAGES 102 - 116

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

SHERIFF'S DEPARTMENT:

- (a).Consider, possibly approve and authorize the County to execute Aircraft & SUAS Request Form, Award ID EMW-2024-SS-0596, eGrant No. 5032001, for Avata 2 and Mavic 3 drone tactical bundles to protect critical infrastructure.

SEE ATTACHMENTS ON PAGES 117 - 120

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

Notice of Meeting and Agenda
February 04, 2025

- (b). Consider and ratify approval of Resolution, Project Safe Neighborhoods, to correct a ministerial mistake to include grant no. 5410001.

SEE ATTACHMENTS ON PAGES 121 - 121

Motion by: Sinegal

Second by: Willis

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

Notice of Meeting and Agenda
February 04, 2025

Special, February 04, 2025

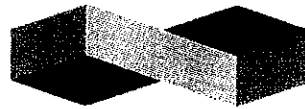
There being no further business to come before the Court at this time, same is now here adjourned on this date, February 04, 2025.

Steepmeadow Solutions

Election Security Grant Services Delivery

Omnia/NCPA Contract 01-170 | Reseller No: 652395

Engagement Letter



STEEPMEADOW

Jefferson County, Texas

Roxanne Acosta-Hellberg

Statement of Work:
Election Security Grant
Services Delivery

Proposal by:
Steepmeadow Solutions, LLC
Omnia/NCPA Contract 01-170
Steepmeadow Solutions Reseller No: 652395

1/6/2025

Steepmeadow Solutions
Election Security Grant Services Delivery
Omnia/NCPA Contract 01-170 | Reseller No: 652395

Engagement Letter

Dear Roxanne Acosta-Hellberg – Jefferson County Texas,

Steepmeadow Solutions is pleased to submit this proposal to assist with implementation and adoption of products and processes related to provisions outlined in the Homeland Security Election Security Grant awarded to Jefferson County, Texas.

1 Description of Services

1.1 Background

Jefferson County has secured a Homeland Security grant to improve the security of physical and cyber aspects of its election processes. Currently the County has a lack of effective measures to prevent and respond to potential interference, manipulation or disruption of the election process by external forces or malicious actors. The County is seeking assistance from Steepmeadow Solutions to develop automated software and cyber security solutions to enhance election security and streamline poll worker data management, as well as related training for election officials and poll workers.

1.2 Scope

Steepmeadow Solutions will provide a customized Elections Operations app, install and set up Cyber Security improvements, implement a public awareness campaign to educate voters and provide training for election officials and part time poll workers, including an after-action review related to the election security improvements. The services will be delivered by Steepmeadow Solutions' developers and training teams via sustained levels of communication with stakeholders, county leaders and IT administrators, and includes hands-on and virtual guidance as needed.

Software as a Service (Election Operations App)

Election operations app to support the scheduling and coordination of workers, check-in and check-out of elections workers to document their presence at polling sites. Also provides processes for critical event reporting.

Installation Services (Cybersecurity)

Installation, configuration, and best practices for endpoint device management (Intune) and related security and compliance policies for up to 2 personas.

Maintenance (Cybersecurity)

Ongoing maintenance of security support and software during the project period.

Consultant Services (Management & Administration)

Project Management for solution build and coordination of all activities.

Consultant Services (Training)

Training for election officials and part time poll workers (approx. 300 people)

Outreach Services (Planning)

Public awareness campaign to educate voters on cybersecurity and physical security enhancements by the County.

1.3 Services; Parties' Respective Responsibilities

Consultant will provide technical resources to assist in the oversight and execution of the project.

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

Planned staffing is outlined in section 1.5 below.

1.4 Approach & Estimate

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

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

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

1.5 Staffing

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

- Kelly Edinger: Solutions Consultant and Project Manager
- Steven Sharpless: Project Sponsor, Training and Public Relations
- Nick Doan: Cybersecurity
- Gareth Young: Cybersecurity
- Jim Clay: Training and Public Relations
- Cindy Jeanis: Accounting

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

1.6 Assumptions

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

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

Steepmeadow Solutions
 Election Security Grant Services Delivery
 Omnia/NCPA Contract 01-170 | Reseller No: 652395

Engagement Letter

2 Period of Performance and Location

Work will be performed in person and remotely via video conferences as agreed on by client and consultant for the duration of the grant period.

3 Deliverables

The deliverables for this engagement will be:

- Overall project management to include weekly project syncs and weekly status reports
- Elections Operations App built in Jefferson County's Microsoft 365 environment
- Two Intune personas defined and configured
- Consultant Services related to outreach, training and adoption of new products and processes

4 Acceptance Criteria and Procedures

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

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

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

5 Fees

Fees for this project will be billed at a minimum quarterly for the duration of the grant period or at another frequency agreed upon by the parties. The total proposed budget estimate for delivery of this project is not to exceed **\$79,061.00**, as follows:

CONTRACTUAL & PROFESSIONAL SERVICES NCPA CONTRACT 01-170 PRICING				
SKU Name	Billable Type	Hours Estimate	Hourly Rate	Total Estimate
Application Development	Time & Materials	201.5	\$195.46	\$39,410
Consultant Services – Training	Time & Materials	24	\$165.45	\$3,971
Outreach Services – Planning	Time & Materials	18	\$166.65	\$3,000
Consultant – Management & Administration	Time & Materials	40	\$158.50	\$6,340
Installation (Cybersecurity)	Fixed Bid	n/a	n/a	\$15,000
Maintenance (Cybersecurity)	Time & Materials	63	\$180.00	\$11,340
Total Contractual & Professional Services				\$79,061

Steepmeadow Solutions
 Election Security Grant Services Delivery
 Omnia/NCPA Contract 01-170 | Reseller No: 652395

Engagement Letter

6 Billing and Payment Terms

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

Project will be billed pro-rated for time/materials delivered and/or products purchased. At minimum quarterly billing. Terms: Net 30 days.

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

7 Issue Resolution and Escalation

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



Agreed to and Accepted by the Parties:

Steepmeadow Solutions LLC	Jefferson County Texas
By: <i>Steve Sharpless</i> FC0E5986A87C41F	By: <i>[Signature]</i>
Name: Steve Sharpless	Name: <i>Jeff Branick</i>
Title: Founder Steepmeadow Solutions LLC	Title: <i>County Judge</i>
Date: 1/8/2025	Date:

ATTEST *[Signature]*

Appendix A: Other Terms and Conditions

DATE *2/4/2025*

The following additional terms and conditions govern this engagement:

1. Steepmeadow Solutions is retained only for the purposes set forth in the engagement letter. The services are of a consulting nature and will be based upon information you make available to Steepmeadow Solutions during the engagement. You also have certain responsibilities related to the success of the engagement, as set forth in the engagement letter, and if such responsibilities are not met, Steepmeadow Solutions may not be able to perform the engagement or to do so in a timely fashion. Steepmeadow Solutions shall be entitled to rely upon the accuracy and completeness of all information provided by, and upon the decisions and approvals of, you in connection with the engagement. The selection of any products or services to be purchased from other parties, and the adequacy of such products or services for your needs, are management decisions that are made solely by you.

2. Steepmeadow Solutions warrants that it will perform its services in a professional manner that meets or exceeds the standards of the consulting industry. Steepmeadow Solutions warrants that it will comply with all applicable federal, state and local laws and regulations in performing the services and its obligations under this engagement letter. Steepmeadow Solutions has obtained, or will timely obtain, any

Steepmeadow Solutions

Election Security Grant Services Delivery
Omnia/NCPA Contract 01-170 | Reseller No: 652395

Engagement Letter

and all governmental permits and licenses necessary to conduct the services and otherwise perform its obligations hereunder, except those permits and licenses, if any, required to be obtained by you by law or as set forth in the engagement letter. THIS WARRANTY IS IN LIEU OF, AND Steepmeadow SOLUTIONS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STEEPMEADOW SOLUTIONS DOES NOT DIRECTLY OR INDIRECTLY WARRANT THE FINANCIAL SOUNDNESS, SERVICES OR PRODUCTS OF ANY THIRD PARTY VENDORS OR SERVICE PROVIDERS, EXCEPT THAT STEEPMEADOW SOLUTIONS IS RESPONSIBLE FOR THE SERVICES AND DELIVERABLES PROVIDED BY ANY OF ITS SUBCONTRACTORS HEREUNDER. YOUR ABILITY TO ACHIEVE THE BENEFITS WITH RESPECT TO THE MATTERS TO WHICH STEEPMEADOW SOLUTIONS' SERVICES RELATE WILL BE BASED UPON NUMEROUS FACTORS AND ASSUMPTIONS THAT ARE NOT WITHIN STEEPMEADOW SOLUTIONS' CONTROL, AND THUS STEEPMEADOW SOLUTIONS DOES NOT GUARANTEE THAT THE INTENDED BENEFITS WILL ACTUALLY BE ACHIEVED.

3. Neither party's liability to the other, based upon breach of contract, negligence or any other legal theory, will (i) exceed the amount of professional fees paid by you to Steepmeadow Solutions pursuant to this engagement letter, except that Steepmeadow Solutions shall be able to claim the amount of unpaid fees in the event of breach by non-payment, or (ii) include any indirect, incidental, special, consequential or punitive damages, even if such party was advised in advance of such potential damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings or revenue. The limitations set forth herein shall apply notwithstanding the failure of any limited remedy of its essential purpose.

4. The relationship of Steepmeadow Solutions to you is that of independent contractor and each party's obligations to the other are exclusively contractual in nature. Nothing in this engagement letter or in connection with the performance of services hereunder expressly or by implication shall create a partnership, joint venture, employer-employee, fiduciary or agency relationship between the parties, or any responsibility by one party for the actions of the other. Neither party shall have any authority to enter into any contract with or otherwise obligate the other to any third party without the express written authorization of the other party. You acknowledge that the services to be rendered by Steepmeadow Solutions are not exclusive to you, and Steepmeadow Solutions may provide similar services to other clients.

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

6. Both parties acknowledge that, during the course of the services, they may communicate by e-mail with each other and with other entities you may have engaged. Each party acknowledges and accepts that the other party cannot guarantee, and does not warrant, that e-mail transmissions will not be intercepted

Steepmeadow Solutions

Election Security Grant Services Delivery

Omnia/NCPA Contract 01-170 | Reseller No: 652395

Engagement Letter

and read, disclosed or used by a third party or will be delivered to each of the parties to whom they are addressed and only such parties. Each party specifically disclaims, and expressly acknowledges and agrees that the other party shall not have, responsibility or liability in connection with e-mail transmissions.

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

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

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

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

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

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

Steepmeadow Solutions

Election Security Grant Services Delivery

Omnia/NCPA Contract 01-170 | Reseller No: 652395

Engagement Letter

and controls of the United States, and each party shall obtain all permits, licenses or other consents necessary for the performance of its duties under this engagement letter.

Steepmeadow Confidential

Steepmeadow Solutions
 Election Security Grant Services Delivery
 Omnia/NCPA Contract 01-170 | Reseller No: 652395

Engagement Letter

Appendix B: Scope Change Order Form

Scope Change Order

Client:
Engagement:
Assignment #:

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

- Change Description

- Project Objectives Changes
- Project Scope Changes
- Project Approach Changes
- Project Deliverables Changes

- Impact Analysis

- Qualitative Impact
- Schedule Impact
- Budget Impact
- Staffing Impact
- Professional Fees

- Updated Risks and Assumptions

- Revised Risks

Revised Assumptions

Approval

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

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



TCP Services Agreement

THIS TCP SERVICES AGREEMENT (the "Agreement") is entered into as of _____ ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and _____, with its principal office located at _____ ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

1. **Definitions.**

1.1 "Active License" means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.7 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.

1.8 "Initial Term" has the meaning set forth in Section 10.

1.9 “Monthly License Fee” means TCP’s then current fees applicable for each of Client’s Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.10 “Order Form” means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.11 “Permissions” means the permission(s) granted to Client’s Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client’s Designated Users.

1.12 “Personal Data” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.13 “Privacy Policy” means TCP’s Global Data Privacy Policy located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.14 “Service Level Agreement” means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.15 “Subprocessor” means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.16 “Supported Hardware” means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.17 “TCP Services” means the TCP software application(s) hosted by TCP in accordance with TCP’s then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.18 “TCP Technology” means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.19 “Term” has the meaning set forth in Section 10.

1.20 “Use Fees” means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form.

2.2 Client Responsibilities. Client's use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form. The aforementioned documents are available to view at <http://www.tcpsoftware.com/legal>.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client's account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights.

Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension, or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances

and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 22) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. Data Security.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this

Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. Data Privacy. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. Confidential Information.

5.1 Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. Cooperation With Authorities. If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement.

Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. Supplemental Services; Master Agreement.

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

8. Use Fees.

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.

8.3 Employees and Designated Users added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8.5 Reserved.

8.6 Client may prepay greater than one (1) year with TCP Services and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

9. Taxes. As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income.

10. Term; Guaranteed Payment. This Agreement commences on the Effective Date and ends on August 31, 2025, unless terminated earlier in accordance with Section 11. The parties can amend this contract, if the grant funds applicable to this contract is renewed for a second term.

11. Termination for Cause. A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

11.1 Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of the governing body to appropriate funds, then the Client will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The Client will provide at least thirty (30) days advance written notice

of such termination. The Client will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the sole outcome of this clause is to allow the Client to terminate the Agreement upon each anniversary date of the Effective date when the subscription billing commences and for the sole reason of Non-Appropriation of funds.

11.2 Termination for lack of grant funds: Notwithstanding any other provision of this Agreement, if grant funds for the continued fulfillment of this Agreement are at any time not forthcoming, then the Client will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of additional grant funding. The Client will provide at least thirty (30) days advance written notice of such termination.

12. Effect of Termination. Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. Intellectual Property Ownership. Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. Client Representations and Warranties.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric

Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. TCP Representations and Warranties. TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. Mutual Representations and Warranties. Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. Limited Warranty. TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE,

AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. Indemnification.

19.1 Reserved.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

20. Liability Limitation. Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

21. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. Continuing Obligations. Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. Marketing. During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

25. Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. Dispute Resolution. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE

OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

28. Class Action Waiver. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

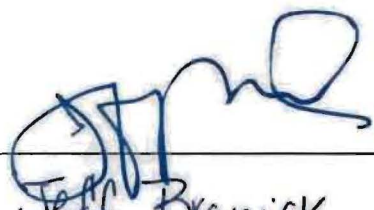
29. Applicable Law; Jurisdiction; Limitations Period. This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. Miscellaneous. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any

provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

[Signature Page Follows]

Accepted by:**Client****TimeClock Plus, LLC**By: By: Name: Jeff BranickName: Whitney LeifesteTitle: County JudgeTitle: Director of Legal Services

ATTEST 
DATE 2/4/2025



Accepted by:**Client****TimeClock Plus, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST _____

DATE _____





**TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904**

QUOTE # : Q040605

CONTRACT START DATE : 04/01/2025

CLIENT INFORMATION

Shipping Method:

Purchased for: Jefferson County Clerks Office
Bill To: Jefferson County Clerks Office

Contract Contact Name: Roxanne Acosta-Hellberg

Billing Address: 1149 Pearl St
Beaumont, Texas 77701-3638
United States

Contract Contact Email: roxanne.acosta-
hellberg@jeffcotx.us

Billing Contact Name: Roxanne Acosta-Hellberg

Billing Contact Email: roxanne.acosta-hellberg@jeffcotx.us

Billing Contact Phone: 915 526 7032

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
2 MONTHS	1 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ENTERPRISE LICENSE MONTHLY CHARGE	\$5.10	210	RECURRING	\$2,142.00
OVERAGE ENTERPRISE LICENSE MONTHLY CHARGE	\$5.10		USAGE	\$0.00

SUBTOTAL	\$2,142.00
TAXES	\$0.00
GRAND TOTAL	\$2,142.00
CURRENCY	USD

QUOTE EXPIRATION DATE : 02/07/2025

SPECIAL TERMS: OMNIA/NCPA CONTRACT 14-10
PARTIAL ELECTION WORKERS: 4/1/2025 - 5/31/2025

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By:

By:

Name:

Name:

Title:

Title:

*** Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of the governing body to appropriate funds, then the Client will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The Client will provide at least thirty (30) days advance written notice of such termination. The Client will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the sole outcome of this clause is to allow the Client to terminate the Agreement upon each anniversary date of the Effective date when the subscription billing commences and for the sole reason of Non-Appropriation of funds.

ATTEST

DATE





**TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904**

QUOTE # : Q040604

CONTRACT START DATE : 03/01/2025

CLIENT INFORMATION

Shipping Method:

Purchased for: Jefferson County Clerks Office
Bill To: Jefferson County Clerks Office

Contract Contact Name: Roxanne Acosta-Hellberg

Billing Address: 1149 Pearl St
Beaumont, Texas 77701-3638
United States

Contract Contact Email: roxanne.acosta-hellberg@jeffcotx.us

Billing Contact Name: Roxanne Acosta-Hellberg

Billing Contact Email: roxanne.acosta-hellberg@jeffcotx.us

Billing Contact Phone: 915 526 7032

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
7 MONTHS	60 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ENTERPRISE LICENSE ANNUAL CHARGE	\$61.20	40	RECURRING	\$1,435.27
OVERAGE ENTERPRISE LICENSE ANNUAL CHARGE	\$61.20		USAGE	\$0.00
IMPLEMENTATION SERVICES PREPAID HOURS	\$210.00	15	ONE-TIME	\$3,150.00

SUBTOTAL	\$4,585.27
TAXES	\$0.00
GRAND TOTAL	\$4,585.27
CURRENCY	USD

QUOTE EXPIRATION DATE : 02/07/2025

SPECIAL TERMS: OMNIA/NCPA CONTRACT 14-10
INCLUDES PILOT GROUP FOR SET UP OF ELECTION WORKERS AND MAINTENANCE
CONTRACT LENGTH: 66 MONTHS
PRORATED AMOUNT FOR THE 1ST - 7 MONTHS WITH IMPLEMENTATION 3/1/2025-8/31/2025
60 MONTH CONTRACT RENEWAL ANNUAL COST: 9/1/2025-8/31/2030:

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By:

By:

Name:

Name:

Title:

Title:

*** Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of the governing body to appropriate funds, then the Client will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The Client will provide at least thirty (30) days advance written notice of such termination. The Client will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the sole outcome of this clause is to allow the Client to terminate the Agreement upon each anniversary date of the Effective date when the subscription billing commences and for the sole reason of Non-Appropriation of funds.

ATTEST

DATE



Jefferson County - Texas

Service Proposal



Ashley Wagler
Vice President, Business Development
awagler@infotech.com
1-888-670-8889 ext.2777
January 17, 2025

Hi Jeff,

On behalf of our entire team at Info-Tech Research Group, I am pleased to present this proposal for IT Research and Advisory services to you and your IT department at Jefferson County - Texas.

Info-Tech's IT Research and Advisory membership provides you with access to our powerful diagnostic tools and key research to help you systematically improve your IT department's performance.

To help you maximize the impact of your membership, we also provide an unmatched level of member service.

I welcome the opportunity to work with you and your IT executives at Jefferson County - Texas. Should you have questions at any time, please contact me directly at your convenience.

Sincerely,

Ashley Wagler
Vice President, Business Development
awagler@infotech.com
1-888-670-8889 ext.2777

Info-Tech Research Group

3960 Howard Hughes Parkway
Suite 500, Las Vegas, NV, USA
89169

infotech.com

Proposal prepared for:

Jeff Ross

Jefferson County - Texas
5055 Interstate 10 S, Beaumont, Texas,
United States 77705-4215

43 **SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP**

Service Start Date: January 31, 2025 || Contract Length: 1-year
Contact: Jeff Ross

Jefferson County - Texas

Product	Description	Quantity	Subtotal	Total
Reference Membership	Access to core research content - project blueprints, Info-Tech Academy, software selection content, tools and templates library	1.00	\$0.00	\$0.00
Onsite Workshop Membership	5-Day Onsite Workshop to solve your most pressing problem	1.00	\$32,070.43	\$32,070.43
Advisory Membership	Unlimited analyst calls, full diagnostic access, virtual Industry Roundtable meetings, 1 software selection engagement	1.00	\$27,136.51	\$27,136.51
			Total:	\$59,206.94

All items stated on this document are in USD and is subject to applicable taxes.

Payment Terms: Prompt payment terms 0%, Net 30 days

⁴⁴ Unless otherwise stated, consulting and workshop engagements do not include travel and expenses, which will be charged in addition to the fees listed. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit 1-year after purchase. Please work with your member services representative to select and schedule workshops prior to expiration.

Subject to applicable taxes. If your company is tax exempt, please provide a valid tax exemption certificate with the signed proposal. This Service Agreement is subject to the terms of the Federal Supply Schedule for Info-Tech, available online, including s 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities) of the GS-35F-298GA Contract Clause

Unless agreed to in writing, any customer terms, including purchase order terms and conditions, are of no force or effect. By signing this Service Agreement, you agree to pay the fees set out herein annually for the term indicated.

This proposal has a definite expiry date of January 31, 2025.

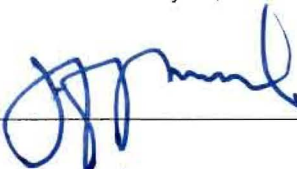
Please return this signed Service Agreement to Info-Tech by DocuSign, email awagler@infotech.com or fax (1-519-432-2506). Please include PO if required. Thank you for your business!

The signature below affirms your commitment to pay for the services ordered in accordance with the terms of this Service Agreement and the GSA Approved Terms of Use.

If you are tax exempt, please provide tax exemption certificate.

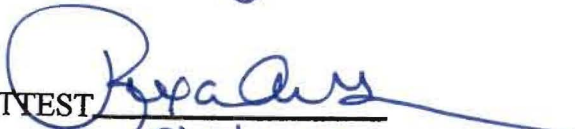
Term Number	Invoice Date	Invoice Amount	Term Start Date	Term End Date	Notes
1	January 31, 2025	\$59,206.94	January 31, 2025	January 31, 2026	

Name Jeff Branick

Signature 

Title County Judge

Date 02/04/2025

ATTEST 
DATE 2/5/2025



ENTERPRISE SYSTEMS CORPORATION
10910 W Sam Houston Pkwy N
Ste 500
Houston, TX 77064
(877) 343-1212



Date	INVOICE
09/20/2024	112607-2
Account	
Jefferson County Texas	

Bill To:
Jefferson County Texas
Attn: Accounts Payable
1149 Pearl St
6th Floor
Beaumont, TX 77701
United States

Ship To
Jefferson County Texas
Attn: Jeff Ross
1149 Pearl St
6th Floor
Beaumont, TX 77701
United States

Terms	Due Date		PO#	
Net 30	10/20/2024	Upgrade of the Telephone System	086469	

Other Charges	Amount
Downpayment Invoice	\$74,483.89
Total Other Charges:	\$74,483.89

Final 10% invoice for the Upgrade of the Telephone System Project

Make checks payable to ENTERPRISE SYSTEMS CORPORATION	Invoice Subtotal:	\$74,483.89
	Sales Tax:	\$0.00
	Invoice Total:	\$74,483.89
	Payments:	\$0.00
	Credits:	\$0.00
	Balance Due:	\$74,483.89

AUDITOR'S OFFICE

JAN 23 2024

ACCOUNTS PAYABLE

Vendor Inquiring about payment status. The following invoice(s) remain open on your account. Please sign and return to AP.

Thanks
Mary

AUDITOR'S OFFICE

JAN 23 2025

ACCOUNTS PAYABLE

**Jefferson County 2024 Concrete Road Repair Project
PROJECT NO. IFB 24-058/MR**

SETEX CONSTRUCTION CORP.

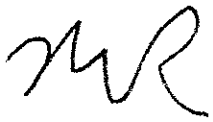
MONTHLY ESTIMATE No.: 2 Final
ORIGINAL CONTRACT: \$175,100.00
CHANGE ORDERS: -\$990.00
INVOICE DATE: 1-30-25

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY	PERCENT COMPLETE	CURRENT AMOUNT	TOTAL AMOUNT	Bid Amount
Base Bid											
1	Tree Removal (Walker Lane)	EA	2	\$1,800.00	1.90	.10	2	100%	\$180.00	\$3,600.00	3,600.00
2	Remove Concrete Paving	SY	612.0	\$18.00	380	232	380	100%	\$4,176.00	\$11,016.00	11,016.00
3	10" Compacted Structural Fill in Place (includes excavation, proof rolling, backfill and compaction)	SY	232.0	\$60.00	0	232	232	100%	\$13,920.00	\$13,920.00	13,920.00
4	Block Sodding in Place	SY	50.0	\$10.00	27	23	50	100%	\$230.00	\$500.00	500.00
5	8" Compacted Limestone Base in Place	SY	232.0	\$115.00	0	232	232	100%	\$26,680.00	\$26,680.00	26,680.00
6	10" Compacted Limestone Base in Place	SY	378.4	\$120.00	378.4	0	378.4	100%	\$0.00	\$45,408.00	45,408.00
7	6" Concrete (HES) in Place	SY	610.4	\$72.00	378.4	232	610.4	100%	\$16,704.00	\$43,948.80	43,948.80
8	Concrete Curb in Place	LF	292.0	\$45.00	157	135	292	100%	\$6,075.00	\$13,140.00	13,140.00
9	Soft Spot Subgrade Repair (Only as directed by the Engineer)	SY	40.0	\$60.00	4	36	40	100%	\$2,160.00	\$2,400.00	2,400.00
10	Concrete Downspout Pads (Diamond D Drive)	EA	4.0	\$360.00	4	0	4	100%	\$0.00	\$1,440.00	1,440.00
11	Mobilization (MAX 3%)	LS	1.0	\$5087.20	.50	.50	1	100%	\$2,543.60	\$5,087.20	5,087.20
12	Barricades, Signs and Traffic Handling (Diamond D Drive)	LS	1.0	\$4,560.00	1	0	1	100%	\$0.00	\$4,560.00	4,560.00
13	Barricades, Signs and Traffic Handling (Walker Lane)	LS	1.0	\$3,400.00	0	1	1	100%	\$3,400.00	\$3,400.00	3,400.00
Modification #001											
Change Order Request #001											
14	Soft Spot Subgrade Repair (Only as directed by the Engineer)	SY	-36.0	\$60.00	0	-36	-36	100%	-\$2,160.00	-\$2,160.00	-\$2,160.00
15	Concrete Curb in Place	LF	10	\$45.00	0	10	10	100%	\$450.00	\$450.00	\$450.00
16	Concrete Downspout Pads (Diamond D Drive) (additional 2 added on Walker)	EA	2.0	\$360.00	0	2	0	100%	\$720.00	\$720.00	\$720.00
	Total Amount of work completed for Project							100%	\$75,078.60	\$174,110.00	\$174,110.00
TOTAL AMOUNT OF WORK DONE THIS PERIOD										\$75,078.60	

APPROVED BY:

TOTAL AMOUNT OF WORK DONE	\$174,110.00
LESS RETAINAGE (10%)	\$0.00
DIFFERENCE	\$174,110.00
LESS STORED MATERIALS	\$0.00
<u>LESS PREVIOUS PAYMENTS</u>	<u>\$89,128.26</u>

CURRENT PAYMENT DUE	\$84,981.74
---------------------	-------------



CONTRACTOR
SETEX CONSTRUCTION CORP. DATE
01/30/2025



NAME OF ENGINEER DATE
1-30-2025

Jefferson County DATE

AMOUNT DUE THIS PERIOD

\$84,981.74

Jefferson Country Purchasing DATE

2024 Jefferson County Road Repairs - Change Order #1

Project	2024 Jefferson County Road Repairs	Project Number	
Owner	Jefferson County Texas	24-058	
Contractor	SETEX Construction		
Construction Manager	For Jefferson County – Michelle Falgout		
Design Professional	Jefferson County		

Change Order No. <u>1</u>	Date <u>1-10-25</u>	
---------------------------	---------------------	--

Make the following modifications to the Contract Documents:

Item	Description	Change Amount
1.	ADD: Item 8 – Concrete Curb In Place - Additional quantity = 10 LF. For Additional curb around additional downspouts (10 lf @ 45\$/lf)	\$ 450.00
2.	ADD: Item 10 – Concrete Downspout Pads –Additional Quantity = 2 EA. To prevent erosion (2EA @ \$360/EA).	\$ 720.00
3.	DEDUCT: Item 9 - Soft Spot Repair (Only as directed by the Engineer). Reduced Quantity = 36 SY. Amount of bid item not used for Project (36 SY @ \$60/SY).	\$ -2,160.00
Net Change in Contract Price this Change Order		\$ -990.00
Net Change in Substantial Completion Contract Times this Change Order		<u>0</u> days

The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.

a. Original Contract Price	\$ 175,100.00
b. Previously Approved Change Order/Contract Amendment Amounts	\$ 0
c. Adjusted Contract Price (a + b)	\$ 175,100.00
d. Contract Amendment Amount This Order	\$ -990.00
e. Revised Contract Price (c + d)	\$ 174,110.00
f. Percent Change in Contract Price to Date	-0.57 %

Recommended by Design Professional <u>Michelle Falgout</u> 1-29-2025 Jefferson County Date Approved by Contractor <u>[Signature]</u> SETEX Construction Date	Recommended by Construction Manager <u>Rick Sroda</u> 1-29-2025 Jefferson County Date Approved by Owner <u>[Signature]</u> 02/04/2025 Jefferson County Date
--	---

ATTEST [Signature]
DATE 2/5/25



1/3/2024

Justin Meyers
RFP 16-010/YS

RE: RFP 16-010/YS

I would like to transfer my lease property located at 21443 Englin Rd. to Richie Rogers. I no longer own the adjacent property at 21195 Englin Road. Mr. Rogers now lives on that property.

Thank you,

Justin Meyers

Justin Meyers
Signed 1/24/25


JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge



ATTEST
DATE


2/15/25



Uncompensated Care Program DY 14 Advance IGT - Jefferson County LPPF

From Caroline Simpson <caroline@ahcv.com>

Date Wed 1/29/2025 1:54 PM

To Rebekah Patin <Rebekah.Patin@jeffcotx.us>; Fran Lee <Fran.Lee@jeffcotx.us>

Cc Sherra Mershon <smershon@ahcv.com>; Colt Sullivan <colt@ahcv.com>; Kimberly Lam <Kimberly@ahcv.com>; Alex Russell <alex@ahcv.com>

1 attachment (123 KB)

20250129 DY14 Advance UC IGT Allocation Form - Jefferson LPPF.xlsx;

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Hello Jefferson County team!

We have received confirmation of Legacy funding sources in Jefferson and thus would like to reduce the amount of our request per below. (Please review the accompanying allocation files.)

(Revised) UC DY14 Advance – total requested IGT amount \$ \$6,950,338.91

HHSC requires this amount to be entered into TexNet no later than the close of business **2/3/2025 with a settlement date of 2/4/2025**. These funds will need to be placed in the "UC Hospital" Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet Trace Sheets and allocation forms to PFD_UC_Payments@hhs.texas.gov. **AHCV also kindly requests to be copied on the TexNet submission to HHSC on or before the deadline noted above.**

Please do not hesitate to contact us with any questions.

Best Regards,

Caroline Simpson | Senior Financial Analyst
Adelanto Healthcare Ventures, L.L.C.

Mobile: 270-991-6430

Web: www.ahcv.com

Email: caroline@ahcv.com

174 Saundersville Road, Suite 503 & 504

Hendersonville, TN 37075

From: Caroline Simpson <caroline@ahcv.com>

Sent: Wednesday, January 29, 2025 9:58 AM

To: Rebekah.Patin@jeffcotx.us; Fran Lee <Fran.Lee@jeffcotx.us>

Cc: Sherra Mershon <smershon@ahcv.com>; Colt Sullivan <colt@ahcv.com>; Kimberly Lam <Kimberly@ahcv.com>; Alex Russell <alex@ahcv.com>

Subject: Uncompensated Care Program DY 14 Advance IGT - Jefferson County LPPF

Hello Jefferson County team!

As you know, the upcoming UC DY14 Advance IGT is taking place on **Monday, February 3rd**. Accordingly, the hospitals participating within the Jefferson County LPPF would like to request the following IGT amount noted below. (Please review the accompanying allocation.)

UC DY14 Advance – total requested IGT amount \$8,791,432.45

This amount is the maximum amount we expect Jefferson County to IGT. However, we expect legacy sources to reduce the need. These have not been verified as of yet and we will communicate any such reduction as soon as we are able.

HHSC requires this amount to be entered into TexNet no later than the close of business **2/3/2025 with a settlement date of 2/4/2025**. These funds will need to be placed in the "UC Hospital" Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet Trace Sheets and allocation forms to PFD_UC_Payments@hhs.texas.gov. **AHCV also kindly requests to be copied on the TexNet submission to HHSC on or before the deadline noted above.**

Please do not hesitate to contact us with any questions.

Best Regards,

Caroline Simpson | Senior Financial Analyst
Adelanto Healthcare Ventures, L.L.C.

Mobile: 270-991-6430

Web: www.ahcv.com

Email: caroline@ahcv.com

174 Saundersville Road, Suite 503 & 504
Hendersonville, TN 37075



FY25 ATLIS Advance IGT - Jefferson LPPF

From Caroline Simpson <caroline@ahcv.com>

Date Wed 1/29/2025 4:28 PM

To Rebekah Patin <Rebekah.Patin@jeffcotx.us>; Fran Lee <Fran.Lee@jeffcotx.us>

Cc Sherra Mershon <smershon@ahcv.com>; Justin Flores <justin@ahcv.com>; Zach Ervin <zervin@ahcv.com>; Alex Russell <alex@ahcv.com>; Kimberly Lam <Kimberly@ahcv.com>

 1 attachment (55 KB)

FY25 ATLIS Adv IGT Allocation Form - Jefferson LPPF.xlsx;

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Hello Jefferson County Team,

As you know, the upcoming FY25 ATLIS Advance IGT is taking place on Tuesday, February 4th. Accordingly, the hospitals participating within the Jefferson LPPF would like to request the following IGT amounts noted below. (Please review the accompanying allocation.)

FY25 ATLIS Advance – total requested IGT amount \$3,165,512.90

HHSC requires this amount be entered into TexNet no later than the close of business 2/4/2025 with a settlement date of 2/5/2025. These funds will need to be placed in the "MISC" Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet Trace Sheet and allocation form to HHSC_ATLIS_Payments@hhs.texas.gov.

AHCV also kindly requests to be copied on the TexNet submission to HHSC on or before the deadline noted above.

Please do not hesitate to contact us with any questions.

Thank you,

Caroline Simpson | Senior Financial Analyst
Adelanto Healthcare Ventures, L.L.C.

Mobile: 270-991-6430

Web: www.ahcv.com

Email: caroline@ahcv.com

174 Saundersville Road, Suite 503 & 504
Hendersonville, TN 37075

PGM: GMCOMMV2	DATE 02-04-2025	PAGE: 1
NAME	AMOUNT	CHECK NO. 53 TOTAL
JURY FUND		
DAWN DONUTS	43.50	525294
		43.50**
ROAD & BRIDGE PCT.#1		
SPIDLE & SPIDLE	3,358.53	525178
CONSOLIDATED ELECTRICAL DIST INC.	154.70	525193
DELL MARKETING L.P.	1,380.00	525194
M&D SUPPLY	23.18	525211
SANITARY SUPPLY, INC.	208.99	525219
ACE IMAGEWEAR	49.78	525220
AT&T	49.56	525224
VERIZON WIRELESS	76.00	525241
		5,300.74**
ROAD & BRIDGE PCT.#2		
SPIDLE & SPIDLE	3,460.96	525178
ACE IMAGEWEAR	39.84	525220
CHARTER COMMUNICATIONS	178.74	525333
AMAZON CAPITAL SERVICES	278.22	525342
		3,957.76**
ROAD & BRIDGE PCT. # 3		
ENTERGY	315.27	525204
AT&T	52.70	525224
VERIZON WIRELESS	38.01	525241
CHARTER COMMUNICATIONS	165.48	525325
		571.46**
ROAD & BRIDGE PCT.#4		
CARDINAL GLASS, INC.	65.00	525187
COASTAL WELDING SUPPLY INC	36.86	525191
M&D SUPPLY	200.62	525211
SMART'S TRUCK & TRAILER, INC.	431.96	525222
EVERETT D ALFRED	194.00	525257
SAM'S CLUB DIRECT	111.64	525281
O'REILLY AUTO PARTS	49.60	525307
GULF COAST	279.45	525314
ODP BUSINESS SOLUTIONS, LLC	202.27	525336
MUNRO'S UNIFORM SERVICES, LLC	193.56	525338
AMAZON CAPITAL SERVICES	355.76	525341
CHASTANG FORD	52,385.00	525346
MASSEY SERVICES INC	100.00	525351
		54,605.72**
ENGINEERING FUND		
ALLTERRA CENTRAL, INC.	1,000.00	525311
AMAZON CAPITAL SERVICES	43.12	525341
AMAZON CAPITAL SERVICES	66.10	525342
		1,109.22**
PARKS & RECREATION		
ENTERGY	625.80	525204
VERIZON WIRELESS	37.99	525241
		663.79**
GENERAL FUND		
TAX OFFICE		
ACE IMAGEWEAR	43.75	525220
TEXAS ASSOCIATION OF COUNTIES	1,560.00	525226
TEXAS A&M AGRILIFE EXTENSION SERVIC	75.00	525230
UNITED STATES POSTAL SERVICE	228.86	525247
NEMO-Q	310.00	525287
ODP BUSINESS SOLUTIONS, LLC	1,416.72	525336
AMAZON CAPITAL SERVICES	174.00	525341
		3,460.33*
COUNTY HUMAN RESOURCES		
UNITED STATES POSTAL SERVICE	1.38	525247
SIERRA SPRING WATER CO. - BT	44.48	525249
BAPTIST PHYSICIAN NETWORK	180.00	525251
		225.86*
AUDITOR'S OFFICE		

PGM: GMCOMMV2	DATE	PAGE: 2
NAME	02-04-2025	
	AMOUNT	CHECK NO. 54 TOTAL
AMAZON CAPITAL SERVICES	66.65	525341
COUNTY CLERK		66.65*
FED EX	57.52	525200
UNITED STATES POSTAL SERVICE	31.55	525247
ODP BUSINESS SOLUTIONS, LLC	241.95	525336
COUNTY JUDGE		331.02*
KIRKSEY'S SPRINT PRINTING	21.80	525210
UNITED STATES POSTAL SERVICE	2.50	525247
ODP BUSINESS SOLUTIONS, LLC	16.49	525336
COUNTY TREASURER		40.79*
TEXAS ASSOCIATION OF COUNTIES	200.00	525227
PURCHASING DEPARTMENT		200.00*
BEAUMONT ENTERPRISE	1,095.00	525197
PORT ARTHUR NEWS, INC.	174.00	525214
GENERAL SERVICES		1,269.00*
CASH ADVANCE ACCOUNT	25.00	525209
TEXAS WORKFORCE COMMISSION	1,573.97	525228
CROWN CASTLE INTERNATIONAL	1,999.98	525261
CHARTER COMMUNICATIONS	2,442.83	525323
CHARTER COMMUNICATIONS	221.14	525326
CHARTER COMMUNICATIONS	237.46	525327
CHARTER COMMUNICATIONS	865.85	525334
DATA PROCESSING		4,218.29*
CDW COMPUTER CENTERS, INC.	57.54	525233
VERIZON WIRELESS	125.98	525241
STEEPMEADOW SOLUTIONS, LLC	7,090.52	525321
ODP BUSINESS SOLUTIONS, LLC	72.67	525336
VOTERS REGISTRATION DEPT		7,346.71*
UNITED STATES POSTAL SERVICE	176.48	525247
ELECTIONS DEPARTMENT		176.48*
UNITED STATES POSTAL SERVICE	2.35	525247
AT&T MOBILITY	131.35	525293
TEXAS ASSOC OF ELECTIONS ADMINISTRA	150.00	525296
ODP BUSINESS SOLUTIONS, LLC	584.12	525336
AMAZON CAPITAL SERVICES	206.99	525341
DISTRICT ATTORNEY		1,074.81*
TERI DAIGLE, CSR, RPR	1,228.25	525236
UNITED STATES POSTAL SERVICE	23.72	525247
MCM ELEGANTE HOTEL	984.40	525263
THOMSON REUTERS-WEST	4,335.72	525285
ODP BUSINESS SOLUTIONS, LLC	99.26	525336
CAMEO TRAVEL SERVICE	5,763.82	525339
AMAZON CAPITAL SERVICES	20.12	525341
DISTRICT CLERK		12,455.29*
ART SIGNS & DECALS	100.00	525183
RITTER @ HOME	131.79	525218
UNITED STATES POSTAL SERVICE	254.50	525247
FLOOR CARE & INTERIOR	9,182.38	525301
L&W SUPPLY CORPORATION	164.94	525306
ODP BUSINESS SOLUTIONS, LLC	62.97	525336
AUTOMATED CONFIRMATIONS INC	625.40	525353
AERIALINK	216.42	525354
CRIMINAL DISTRICT COURT		10,738.40*

PGM: GMCOMMV2	DATE 02-04-2025	PAGE: 3
NAME	AMOUNT	CHECK NO. 55 TOTAL
MARSHA NORMAND	8,750.00	525212
136TH DISTRICT COURT		8,750.00*
LEXIS-NEXIS	227.79	525248
AMAZON CAPITAL SERVICES	117.98	525342
252ND DISTRICT COURT		345.77*
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,493.75	525185
SUMMER TANNER	2,739.00	525266
279TH DISTRICT COURT		5,232.75*
ANITA F. PROVO	742.50	525216
TEXAS CHILD SUPPORT SDU	190.73	525245
KIMBERLY PHELAN, P.C.	770.00	525264
THOMSON REUTERS-WEST	63.00	525285
SHELANDER LAW OFFICE	660.00	525320
JUSTICE COURT-PCT 1 PL 1		2,426.23*
UNITED STATES POSTAL SERVICE	68.05	525247
AMAZON CAPITAL SERVICES	32.88	525341
JUSTICE COURT-PCT 1 PL 2		100.93*
UNITED STATES POSTAL SERVICE	32.99	525247
JUSTICE COURT-PCT 4		32.99*
US POSTAL SERVICE	925.00	525253
JUSTICE COURT-PCT 6		925.00*
UNITED STATES POSTAL SERVICE	27.60	525247
JUSTICE COURT-PCT 7		27.60*
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	525196
AT&T	50.13	525224
JUSTICE OF PEACE PCT. 8		121.13*
KIRKSEY'S SPRINT PRINTING	25.95	525210
COUNTY COURT AT LAW NO.1		25.95*
UNITED STATES POSTAL SERVICE	3.45	525247
COUNTY COURT AT LAW NO. 2		3.45*
JACK LAWRENCE	350.00	525179
THOMAS J. BURBANK PC	1,025.00	525186
A. MARK FAGGARD	250.00	525198
MARVA PROVO	400.00	525215
NATHAN REYNOLDS, JR.	250.00	525217
UNITED STATES POSTAL SERVICE	11.73	525247
JENNIFER DELAGE	350.00	525298
ODP BUSINESS SOLUTIONS, LLC	742.33	525336
BENJAMIN ALAN JEFFERIES	500.00	525347
COUNTY COURT AT LAW NO. 3		3,879.06*
TODD W LEBLANC	700.00	525176
A. MARK FAGGARD	350.00	525198
MARVA PROVO	400.00	525215
NATHAN REYNOLDS, JR.	825.00	525217
UNITED STATES POSTAL SERVICE	.69	525247
SIERRA SPRING WATER CO. - BT	33.47	525250
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	525290
JENNIFER DELAGE	250.00	525298
COURT MASTER		2,630.16*

PGM: GMCOMMV2	DATE 02-04-2025	PAGE: 4
NAME	AMOUNT	CHECK NO. 56 TOTAL
UNITED STATES POSTAL SERVICE	1.38	525247
LAWRENCE E THORNE III	5,329.22	525275
KENT W JOHNS	500.00	525278
		5,830.60*
MEDIATION CENTER		
UNITED STATES POSTAL SERVICE	3.45	525247
SHERIFF'S DEPARTMENT		3.45*
FED EX	7.24	525201
W.W. GRAINGER, INC.	210.40	525203
VERIZON WIRELESS	3,837.07	525243
UNITED STATES POSTAL SERVICE	25.53	525247
FIVE STAR FEED	106.00	525260
COASTAL BUSINESS FORMS	2,770.00	525284
US FLEET TRACKING LLC	1,402.00	525317
ODP BUSINESS SOLUTIONS, LLC	587.37	525336
AMAZON CAPITAL SERVICES	288.99	525341
SITEK OMNI SERVICES LLC	2,800.00	525343
ACE INTERDICTION TACTICS LLC	1,305.00	525356
		13,339.60*
CRIME LABORATORY		
OFFICE OF COURT ADMINISTRATION	208.33	525255
AIRGAS USA, LLC	339.25	525308
ODP BUSINESS SOLUTIONS, LLC	165.52	525336
		713.10*
JAIL - NO. 2		
JOHNSTONE SUPPLY	345.41	525180
CITY OF BEAUMONT - WATER DEPT.	35,594.35	525189
ECOLAB	8,042.04	525195
JACK BROOKS REGIONAL AIRPORT	623.56	525208
KIRKSEY'S SPRINT PRINTING	24.95	525210
SHERWIN-WILLIAMS	714.04	525221
TOTAL SAFETY U.S., INC.	460.00	525235
LOWE'S HOME CENTERS, INC.	322.66	525256
TEXAS GAS SERVICE	1,130.38	525258
WORLD FUEL SERVICES	473.37	525271
CONSTELLATION NEWENERGY - GAS DIVIS	2,880.70	525283
EAN SERVICES LLC	1,346.12	525289
GALLS LLC	1,282.82	525292
FERGUSON ENTERPRISES INC	12,423.33	525300
CORRHEALTH PLLC	147,773.70	525303
ACME SUPPLY CO LTD	2,800.00	525305
US CORRECTIONS LLC	11,054.00	525310
TRINITY SERVICES GROUP INC	97,033.26	525313
ODP BUSINESS SOLUTIONS, LLC	440.65	525336
AMAZON CAPITAL SERVICES	177.96	525341
AMAZON CAPITAL SERVICES	1,065.20	525342
		326,008.50*
JUVENILE PROBATION DEPT.		
FED EX	51.46	525199
VERIZON WIRELESS	54.33	525241
		105.79*
JUVENILE DETENTION HOME		
CITY OF BEAUMONT - WATER DEPT.	6,577.31	525189
SOUTHWEST BUILDING SYSTEMS	472.38	525223
AMERICAN RED CROSS	38.00	525291
BIG THICKET PLUMBING INC	375.00	525304
		7,462.69*
CONSTABLE PCT 1		
VERIZON WIRELESS	265.15	525241
UNITED STATES POSTAL SERVICE	35.95	525247
		301.10*
CONSTABLE-PCT 2		
VERIZON WIRELESS	113.97	525241
ODP BUSINESS SOLUTIONS, LLC	135.68	525336
		249.65*
CONSTABLE-PCT 4		

PGM: GMCOMMV2	DATE 02-04-2025	PAGE: 5
NAME	AMOUNT	CHECK NO. 57 TOTAL
GT DISTRIBUTORS, INC.	314.81	525202
VERIZON WIRELESS	68.63	525241
CONSTABLE-PCT 6		383.44*
VERIZON WIRELESS	113.97	525241
UNITED STATES POSTAL SERVICE	10.52	525247
CONSTABLE PCT. 7		124.49*
AT&T	50.11	525224
VERIZON WIRELESS	113.97	525241
CONSTABLE PCT. 8		164.08*
VERIZON WIRELESS	113.97	525241
COUNTY MORGUE		113.97*
PROCTOR'S MORTUARY INC	9,750.00	525272
FORENSIC MEDICAL	120,840.00	525309
AGRICULTURE EXTENSION SVC		130,590.00*
CASH ADVANCE ACCOUNT	291.94	525209
AMAZON CAPITAL SERVICES	289.99	525341
AMAZON CAPITAL SERVICES	22.46	525342
HEALTH AND WELFARE NO. 1		604.39*
CITY OF BEAUMONT	40.00	525181
MCKESSON MEDICAL-SURGICAL INC	308.87	525234
CLAYBAR HAVEN OF REST	1,288.00	525246
UNITED STATES POSTAL SERVICE	62.27	525247
PROCTOR'S MORTUARY INC	1,800.00	525273
HEALTH AND WELFARE NO. 2		3,499.14*
CITY OF PORT ARTHUR - WATER DEPT.	40.00	525190
ENERGY	70.00	525205
AT&T	50.13	525225
CHARTER COMMUNICATIONS	200.16	525329
INDIGENT MEDICAL SERVICES		360.29*
VERIZON WIRELESS	40.23	525241
CARDINAL HEALTH 110 INC	30,115.62	525286
CORLISS R RANDLE	600.00	525312
CLIFTON R LEWIS	1,200.00	525355
MAINTENANCE-BEAUMONT		31,955.85*
CITY OF BEAUMONT - WATER DEPT.	16,102.97	525189
ECOLAB	266.85	525195
ENERGY	34,749.38	525204
M&D SUPPLY	53.75	525211
SANITARY SUPPLY, INC.	2,519.67	525219
AT&T	122.17	525224
SERVICE GRAPHICS	561.00	525231
CDW COMPUTER CENTERS, INC.	408.49	525233
VOSS LIGHTING	679.68	525267
ENTERPRISE SYSTEMS CORPORATION	6,787.50	525288
AT&T CORP	5,611.67	525318
CHARTER COMMUNICATIONS	218.37	525332
AMAZON CAPITAL SERVICES	227.78	525342
MAINTENANCE-PORT ARTHUR		68,309.28*
AUTOMATIC DOOR SERVICE	1,549.00	525184
COBURN SUPPLY COMPANY INC	707.20	525192
AT&T	604.92	525224
SOLAR	137.68	525252
TEXAS GAS SERVICE	1,029.94	525258

PGM: GMCOMMV2	DATE 02-04-2025	PAGE: 6
NAME	AMOUNT	CHECK NO. 58 TOTAL
CHARTER COMMUNICATIONS	501.58	525331
PARKER'S BUILDING SUPPLY	173.51	525340
		4,703.83*
MAINTENANCE-MID COUNTY		
ACE IMAGEWEAR	41.21	525220
ATTABOY TERMITE & PEST CONTROL	123.24	525270
AMAZON CAPITAL SERVICES	178.52	525342
		342.97*
SERVICE CENTER		
ACTION AUTO GLASS	537.63	525177
SPIDLE & SPIDLE	26,915.34	525178
CHUCK'S WRECKER SERVICE	250.00	525188
HI-LINE	415.00	525206
J.K. CHEVROLET CO.	264.22	525207
PHILPOTT MOTORS, INC.	239.60	525213
JEFFERSON CTY. TAX OFFICE	7.50	525237
JEFFERSON CTY. TAX OFFICE	7.50	525238
JEFFERSON CTY. TAX OFFICE	7.50	525239
JEFFERSON CTY. TAX OFFICE	7.50	525240
BUMPER TO BUMPER	2,996.05	525262
AIRPORT GULF TOWING LLC	125.00	525265
AMERICAN TIRE DISTRIBUTORS	447.16	525269
MIGHTY OF SOUTHEAST TEXAS	196.85	525279
ADVANCE AUTO PARTS	235.92	525282
CINTAS CORPORATION	50.01	525297
MIDNIGHT AUTO	149.95	525299
O'REILLY AUTO PARTS	567.46	525307
MASSEY SERVICES INC	72.50	525351
HARVEYS WRECKER LLC	238.56	525358
		33,731.25*
		695,002.11**
MOSQUITO CONTROL FUND		
TEXAS DEPARTMENT OF AGRICULTURE	300.00	525295
CHARTER COMMUNICATIONS	88.43	525328
		388.43**
J.C. FAMILY TREATMENT		
MARY BEVIL	20.00	525315
BEAUMONT OCCUPATIONAL SERVICES	236.85	525344
		256.85**
SECURITY FEE FUND		
IDENTISYS	2,514.00	525268
		2,514.00**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	71.25	525241
		71.25**
COMMUNITY SUPERVISION FND		
TEXAS WORKFORCE COMMISSION	7,027.00	525228
VERIZON WIRELESS	33.27	525241
UNITED STATES POSTAL SERVICE	23.46	525247
JCCSC	670.00	525277
CHARTER COMMUNICATIONS	200.16	525330
		7,953.89**
SCAAP GRANT		
MOTOROLA SOLUTIONS INC	2,298.90	525232
		2,298.90**
J.P. COURTROOM TECH. FUND		
VERIZON WIRELESS	189.95	525241
		189.95**
HOTEL OCCUPANCY TAX FUND		
ENTERGY	1,914.78	525204
M&D SUPPLY	69.70	525211
4IMPRINT, INC.	3,574.34	525254
DOGETT FORD PARK	23,000.00	525259

PGM: GMCOMMV2	DATE	PAGE: 7
NAME	02-04-2025	
	AMOUNT	CHECK NO. 59 TOTAL
SAM'S CLUB DIRECT	99.96	525281
AT&T CORP	265.00	525318
CHAPMAN VENDING	94.09	525319
CHARTER COMMUNICATIONS	130.63	525324
MUNRO'S UNIFORM SERVICES, LLC	118.23	525338
		29,266.73**
AIRPORT FUND		
VERIZON WIRELESS	37.99	525241
		37.99**
SE TX EMP. BENEFIT POOL		
EXPRESS SCRIPTS INC	10,035.26	525302
RETIREE FIRST	205,741.91	525348
LANTERN SPECIALTY CARE	2,286.00	525352
		218,063.17**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	4,800.00	525280
TEXAS STAGE LLC	49,496.00	525350
		54,296.00**
LIABILITY CLAIMS ACCOUNT		
DUDLEY DENT&WELLER GREEN TOUPS	16,531.28	525357
		16,531.28**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	20,890.49	525168
JEFFERSON CTY. TREASURER	13,141.95	525169
INTERNAL REVENUE SERVICE	208.00	525170
JEFFERSON CTY. TREASURER - HEALTH	591,779.58	525171
JEFFERSON CTY. TREASURER - PAYROLL	2,124,685.59	525172
JEFFERSON CTY. TREASURER - PAYROLL	658,021.00	525173
JEFFERSON CTY. TREASURER - TCDRS	791,136.53	525174
DEPARTMENT OF CHILDREN AND FAMILY	126.00	525175
		4,199,989.14**
JUSTICE COURT SUPPORT FND		
VERIZON WIRELESS	37.99	525241
		37.99**
LANGUAGE ACCESS FUND		
ANITA U SEPEDA	400.00	525276
MASTERWORD SERVICES, INC	324.57	525322
RUBEN ZAPATA	400.00	525345
		1,124.57**
ARPA CORONAVIRUS RECOVERY		
MEEKER MUNICIPAL WATER DISTRICT	2,351.25	525182
INDUSTRIAL & COMMERCIAL MECHANICAL	29,480.00	525280
BRAVE/ARCHITECTURE INC	6,302.00	525349
		38,133.25**
CNTY & DIST COURT TECH FD		
VERIZON WIRELESS	113.97	525241
		113.97**
DISTRICT CRT RECORDS TECH		
PRECISION MICROPRODUCTS OF AMERICA	2,350.00	525337
		2,350.00**
MARINE DIVISION		
JACK BROOKS REGIONAL AIRPORT	602.60	525208
TRI-CON, INC.	12,364.42	525229
VERIZON WIRELESS	151.96	525244
NEXT GENERATION POWER ENGINEERING	1,865.30	525316
		14,984.28**
SHERIFF - COMMISSARY		
B&B ICE INC	5,985.00	525274
		5,985.00**
SHERIFF-SPINDLETOP GRANT		

NAME

AMOUNT

CHECK NO. 60 TOTAL

VERIZON WIRELESS

114.39

525242

114.39**
5,355,955.33***



JOINT ELECTION AGREEMENT AND
ELECTION SERVICES CONTRACT
BETWEEN JEFFERSON COUNTY, TEXAS
AND
BEAUMONT INDEPENDENT SCHOOL DISTRICT (BISD)
CITY OF BEAUMONT
PORT OF BEAUMONT

This agreement made and entered into, by and between **Jefferson County, Texas** (“County”), acting hereinafter by and under the authority granted to her by sections 31.091 & 31.092 of the Texas Election Code, the **County Election Officer, Roxanne Acosta-Hellberg, County Clerk for Jefferson County, Texas**, (hereinafter referred to as “County Election Officer”), and **Beaumont (ISD), City of Beaumont, Port of Beaumont** (hereinafter referred to as “Political Subdivision”), acting herein by and through its governing body regardless of the name assigned to such governing body (hereinafter collectively referred to as “Parties”).

WHEREAS, Political Subdivision is required to conduct an election on **May 3, 2025**; and the parties desire that the County Election Officer conduct the election for the Political Subdivision and, possibly, other political subdivisions located, in whole or in part, in Jefferson County, Texas. If other political subdivisions enter into a contract with the County for the purpose that the County Election Officer will run the election for the other political subdivisions, or expressly joins in this contract, Political Subdivision intends to reimburse Jefferson County, Texas the cost of running such election as determined by the County Election Officer, or share the cost of running the election with other political subdivisions based on the following terms and conditions.

THIS JOINT ELECTION AGREEMENT AND ELECTION SERVICES CONTRACT is made this ____ day of _____, **2025**, by and between the Political Subdivision, and the County, pursuant to Texas Election Code Section 31.092. The parties agree to enter into a Joint Election Agreement and an election services contract with each other in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Political Subdivision is a political entity situated wholly or partially within Jefferson County, Texas. Political Subdivision and County Election Officer have determined that it is in the public interest of Jefferson County voters that the following contract be made and entered into for the purpose of having County Election Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with the holding of its **May 3, 2025** Election. The County’s voting equipment is to be used in this Election. The rental rate for the use of this election

equipment has been approved by the Commissioners Court for Jefferson County, Texas.

2. DUTIES AND SERVICES OF COUNTY ELECTION OFFICER. County Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

(a) Notify and coordinate presiding election judges, alternate judges, and all other election officials required to administer this Election. The County will make emergency appointments of election officials if necessary. Compensate all election workers for time worked at the approved hourly rate by Commissioners Court.

(b) Arrange for poll worker training through a third party or conduct necessary training. Notify all early voting and election day officials of the date, time and place thereof.

(c) Arrange for the use of early voting polling locations and election day polling locations. If emergency replacement polling locations are needed, County Election Officer shall make necessary alternate arrangements to locate another public place (or if unavailable, a private building), and shall notify Political Subdivision as soon as possible. (See the early voting and election day polling location sheets attached).

(d) Procure election kits and supplies and distribute to the precinct judges and early voting deputies. Obtain from the Tax -Assessor /Voter Registrar lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The Election Day list of registered voters shall be arranged in alphabetical order.

(e) Prepare and test all electronic voting equipment; format ballot styles; secure audio; oversee all equipment and voter registration database programming; and assure compliance with equipment security requirements. Arrange for transport of equipment to and from polling locations.

(f) Serve as Early Voting Clerk for this Joint Election; and also process, print, mail, and tabulate ballots for any eligible voter, who applies for a ballot by mail including all eligible FPCA applicants. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law if requested by Political Subdivision.

(g) Publish legal notice of the date, time and place of the public logic and accuracy test. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment.

(h) Arrange for the early ballot board, signature verification committee, tabulation personnel, and all equipment and supplies needed at central counting station. Tabulate early voting, election night, paper mail ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election if requested.

(i) Serve as Custodian of Records for election records in County Election Officer's custody and provide for the retention of said election records as provided by law.

(j) Provide information services for voters and election officers.

(k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.

(l) The Contracting Office is responsible for collecting the compensations sheets for the election judges, clerks, and early voting ballot board. The County Election Officer will also pay the aforementioned for their services and time in accordance with their rate of pay policy.

(m) County Election Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code, unless waived by the Secretary of State. A written report shall be submitted to the Secretary of State as required by Section 127.201(e) of the aforementioned Election Code. If requested, County Election Officer shall provide a written report to Political Subdivision in a timely manner.

(n) The County Election Officer shall place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION. Political Subdivision shall be responsible for performing the following duties:

(a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling the Election for the Political Subdivision, which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute an Election Services Contract with the County for the purpose of election administration. Serve as Custodian of Records for all election records in its possession as provided by law.

(b) Political Subdivision shall be responsible for the legal sufficiency of any order calling their election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of their election. Political Subdivision understands and agrees that County Election Officer provides no legal advice to Political Subdivision.

(c) Political Subdivision shall adopt the early voting and election day vote center polling locations used by the County. Political Subdivision shall adopt all early voting dates, and hours recommended by the County Election Officer in accordance with the Texas Election Code. Political Subdivision shall adopt the Election Day Vote Center polling locations for each county voting precinct that is within its jurisdictional boundaries. Political Subdivision shall confirm the accuracy of its jurisdictional boundaries and precincts.

(d) Prepare, post and publish all required election notices for Political Subdivision except for the Public Test Notice that County Election Officer shall publish. In addition, if this election's polling locations are different than Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the location has changed and provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless County has posted the notice of the change for their election. Educate the voters in the Political Subdivision on early voting and election day times, dates and polling locations.

(e) Political Subdivision shall confirm with Tax-Assessor/Voter Registrar its boundaries, county voting precincts and street details within those boundaries. Political Subdivision will validate all boundaries are defined properly within Jefferson County voter registration database, maps and street lists with block ranges and odd/even/both indicators before the coding and programming of the ballot begins. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Political Subdivision must proof and approve all programming work done for the jurisdiction according to the Election Day Calendar published by the Secretary of State of Texas for the **May 3, 2025** General Election, known as the SOS Election Day Calendar for **May 3, 2025**.

(f) Deliver to County Election Officer, according to the above-mentioned Election Day Calendar, ballot language with Spanish translations, candidate names or measures, the order in which they are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words to use on the audio recording. Timely review and sign off on ballot proofs.

(g) Any requests for early voting ballots to be voted by mail received by Political Subdivision must be hand delivered or faxed to County Election Officer on the day of receipt. If the application is faxed, the original application must be mailed to County Election Officer. County Election Officer will process applications, mail appropriate ballots, and tabulate.

(h) If requested, assist County Election Officer in recruiting bilingual poll workers. Provide documentation on Political Subdivision's efforts to recruit bilingual poll workers if requested by the U. S. Department of Justice.

(i) Pay prorated additional costs incurred by County Election Officer if a recount for said election is required, the election is contested in any manner, or a runoff is required.

(j) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State.

(k) The deposit will be waived for this Election Agreement for all Political Subdivisions. All costs will be assessed and a detailed bill will be rendered within a reasonable time after the canvassing of the election or the receipt of all invoices needed to validate the billing. Any discrepancies in billing should be addressed immediately.

(l) Political Subdivision agrees to enter into a Joint Election Agreement with any other political subdivision in Jefferson County which enters into an Election Services Contract with the County and which holds an election on **May 3, 2025.**

4. COST OF SERVICES. Political Subdivision shall share some expenses for the above services, supplies and equipment. Additional elections may lower costs for each entity, and election cancellations may raise costs for each entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that County Election Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any shared expenses may be charged to Political Subdivision, plus a 10% administrative fee.

(a) Costs for early voting and election day may include: equipment delivery, supplies, mail ballots, payroll, equipment leasing, and any additional costs, will be shared proportionally between all political subdivisions which enter into a joint election agreement with County according to the number of voting precincts within each political subdivision. (See the Estimated Election Cost Sheet attached).

5. GENERAL CONDITIONS.

(a) The parties agree that the timing is critical on all duties in this Agreement. Lack of adherence to any deadline in the Election Day Calendar without prior agreement of County Election Officer may result in cancellation of County Election Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of County Election Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost but not less than \$75.00, in accordance with section 31.100(d) of the Texas Elections Code. Adherence to the Secretary of State of Texas' Election Day Calendar is critical because of the County's obligation to complete all programming and testing; to process, print and mail military and overseas ballots by state/federal deadlines; the County's duty to conduct federal, state, county elections; and/or other contracted elections.

(b) In accordance with Section 31.098 of the Texas Election Code, County Election Officer is authorized to contract with third persons for election services and supplies and is authorized to hire necessary temporary personnel to perform contracted duties. Part-time personnel will be compensated at the hourly rate set by the County.

(c) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. County Election Officer will do whatever is possible to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.

(d) Any qualified voter in the Joint Election may vote early by personal appearance at any of the joint early voting locations or at any Vote Center/Polling Location on election day.

(e) The County Election Officer may contract with numerous political subdivisions for the Joint

Election, and the parties agree that all ballot styles will be programmed into one voting system. Each voter will receive one ballot which contains all races and issues in the Joint Election for which the voter is eligible at the address and in the precinct in which the voter is currently registered. One joint voter sign in process consisting of a common list of registered voters and common signature rosters shall be used in precincts in which the county polling locations are used.

(f) The County Election Officer shall file copies of this Agreement with the Auditor and Treasurer of Jefferson County not later than the 10th day from receipt of the fully executed contract by County Election Officer.

(g) The County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, entity shall make such arrangements separate from this Agreement.

(h) In the event that the performance by County Election Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(i) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to conduct an election by 60th day before election day. If Political Subdivision's election is cancelled after deadline, a \$200 contract preparation and processing fee will be due in addition to any costs incurred by County Election Officer on behalf of Political Subdivision prior to said cancellation.

(j) The Political Subdivision has the option of extending the terms of this Agreement through its runoff election, if applicable. Political Subdivision may reduce the number of the adopted early voting locations and/or election day voting locations in which precincts are not involved in a runoff election. In the event of a runoff that Political Subdivision wants County Election Officer to conduct, Political Subdivision, with input from the County Election Officer, agrees to coordinate the date with other entities participating in this Joint Election. If Political Subdivision elects to have County Election Officer conduct a runoff election, the cost will be determined by the number of entities participating and the actual costs plus administrative fees. Political Subdivision will be responsible for all orders, notices, and publications required for their runoff except the publication of the public logic and accuracy test which County Election Officer will publish.

6. DISPUTE RESOLUTION PROCEDURE

The parties agree to use dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. Either party must give written notice to the other party of a claim for breach of this Agreement not later than the 180th day after the date of the event, giving rise to the claim. By their execution of their Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the

execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement constitutes or is intended to constitute a waiver of the party's immunity from suit with respect to claims of third parties.

7. ENTIRE AGREEMENT/AMENDMENT

This Agreement constitutes the entire agreement between **Beaumont (ISD), City of Beaumont, Port of Beaumont** and Jefferson County, Texas. This Agreement may be amended only in writing and signed by the parties.

8. NOTICES

Except as otherwise provided in this section, all notices, consents, approvals, demands, request, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this section:

BEAUMONT ISD:

Dr. Shannon Allen
Superintendent
Beaumont ISD
3395 Harrison
Beaumont, TX 77706

CITY OF BEAUMONT

Kenneth R. Williams
City Manager
City of Beaumont, Texas
801 Main Street
Beaumont, Texas 77701

PORT OF BEAUMONT

Mr. Pat Anderson
President
Port of Beaumont
1225 Main Street
Beaumont, Texas 7770

JEFFERSON COUNTY:

Roxanne Acosta-Hellberg,
Jefferson County Clerk
P. O. Box 1151
Beaumont, TX 77704

By: _____
 Name: Dr. Shannon Allen
 Beaumont ISD

Attest: _____

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 2025.

CITY OF BEAUMONT:

By: _____
 Name: Kenneth Williams
 City of Beaumont

Attest: _____

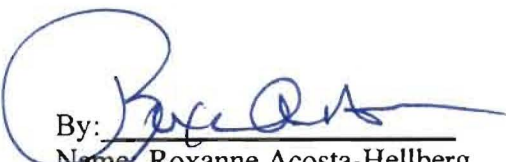
IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 2025.

PORT OF BEAUMONT:

By: 
 Name: David C. Fisher
 Port of Beaumont

Attest: 

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 2025.

By: 
 Name: Roxanne Acosta-Hellberg
 Title: County Election Officer for Jefferson County, Texas.

By: _____
 Name: Dr. Shannon Allen
 Beaumont ISD

Attest: _____

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 2025.

CITY OF BEAUMONT:

By: _____
 Name: Kenneth Williams
 City of Beaumont

Attest: _____

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 2025.

PORT OF BEAUMONT:

By: _____
 Name: Pat Anderson
 Port of Beaumont

Attest: _____

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Agreement and has caused this Agreement to be executed on the _____ day of _____, 2025.

By: 
 Name: Roxanne Acosta-Hellberg
 Title: County Election Officer for Jefferson County, Texas.

Received and filed:

Jefferson County

By: [Signature]

Hon. Jeff Branick

Title: County Judge for Jefferson County, Texas.

Attest: [Signature]

County Clerk Jefferson County, Texas

By: [Signature]

Name: Roxanne Acosta-Hellberg

Title: County Clerk for Jefferson County, Texas.



Date Copy of agreement Furnished
to County Treasurer for Jefferson County, Texas: _____

Date Copy of agreement Furnished
to the Auditor for Jefferson County, Texas: _____

ESTIMATED ELECTION COSTS

Costs may be adjusted for changes at the time of the election

#1 Publish Legal Notices

Publish Legal Notices – the Number of published posts based on type of Election	TBD
---	-----

#2 Transportation of Voting Equipment

Rental cost of trucks to transport voting equipment during EV & ED.	TBD
---	-----

#3 Polling Location Site Rental

Rental fees charged by locations	TBD
----------------------------------	-----

#4 Professional Services

Contracted services – includes cost of support personnel and mail ballot services	TBD
---	-----

#5 EV & ED Field Tech Support

Wages and mileage for Field Technicians	TBD
---	-----

#6 EV & ED Supplies

Election Kits – extension cords, seals, PPE, envelopes, power strips, etc.	\$ 50.00
A – Frames and totems	\$ 145.00
File box with forms	\$ 250.00

#7 Internet Service for Cell Phones and Wifi Cards

Cell Phones and Internet Service	\$35.00
Wifi Cards and Internet Service	\$35.00

#8 Printing Fees and Postage

Cost of all printed ballots (ballots by mail, sample ballots and test ballots)/sheet	\$.50
Mail Ballots per set (completed in house)	\$ TBD
Mail Ballots to be cured per set	\$ TBD
Cost of Activation Cards (ballots)	TBD

#9 Public Test, EVBB, SVC and CCS Personnel Costs

Payroll costs associated with the operation of the EVBB, SVC, CCS and Public Test.	TBD
--	-----

#10 Early Voting Personnel and Other Training

Wages, training and expenses for training of Early Voting personnel	TBD
---	-----

#11 Election Day Personnel

REVISED 7-2023

Wages, training and other expenses for Election Day personnel	TBD
---	-----

#12 Security and Maintenance Personnel for EV and ED

Overtime wages for Sheriff Deputies and Maintenance personnel	TBD
---	-----

#13 & #14 Early Voting & Election Day Equipment Usage Fees

DS200 Scanner/Tabulator with Cart	\$450.00
Quad Cart with 4 ExpressVote Machines	\$850.00
ExpressVote wit Curbside Cart	\$215.00
ES&S Pollbook + Printer	\$100.00
DS450 – 2 in the Central Counting Station (CCS)	\$1,030.00

#15 - 10% Administrative Fee (TEC Section 31.100)

10% Administrative Fee allowed by statute.	TBD
--	-----

*Proportionate costs will be calculated based on the number of voting precincts in the Political Subdivision divided by the total number of voting precincts participating in this election.

**Political Subdivision located in 1 to 5 precincts, in whole or in part, shall not be charged over \$10,000.00 for a joint election with county/state races.

***Political Subdivision requiring run-off elections will be billed 100% of the cost of the election.

****For those elections where the County is not a participant, costs shall be allocated based on the number of precincts, in whole or in part, encompassed by the Political Subdivision.

EARLY VOTING

April 22 – April 29

May Municipal Election – Countywide Polling – All precincts may vote at any Vote Center.
(Eleccion Municipales de Mayo – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.)

Election Day Polling Places	Address	City, State, Zip Code
<i>Localizaciones</i>	<i>Direccion</i>	<i>Cuidad, Estado,Codigo postal</i>
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Jefferson County Courthouse (Lobby)	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones anteriores):

April 22 – 25, 2025 (Abril 22 – 25, 2025)	Tuesday - Friday (Martes -Viernes)	8:00 a.m. - 5:00 p.m.
April 26, 2025 (Abril 26, 2025)	Saturday (Sábado)	8:00 a.m. - 5:00 p.m.
April 27, 2025 (Abril 27, 2025)	Sunday (Domingo)	12:00 p.m. - 5:00 p.m.
April 28 – April 29, 2025 (Abril 28 – Abril 29, 2025)	Monday – Tuesday (Lunes – Martes)	7:00 a.m. – 7:00 p.m.

ELECTION DAY MAY 3, 2025

May Municipal Election – Countywide Polling – All precincts may vote at any Vote Center.
Eleccion Municipales de Mayo – Lugares de votacion en todo el condado – Todos los precinctos pueden votar en cualquier centro de votacion.)

Election Day Polling Places	Address	City, State, Zip Code
<i>Localizaciones</i>	<i>Direccion</i>	<i>Cuidad, Estado,Codigo postal</i>
Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
BISD Administration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Alice Keith Park Recreation Center	4075 Highland Ave	Beaumont, TX 77705
Charlton-Pollard Elementary (Gymnasium)	825 Jackson St	Beaumont, TX 77701
Jefferson County Courthouse (Lobby) Main Polling Location	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705



Resolution

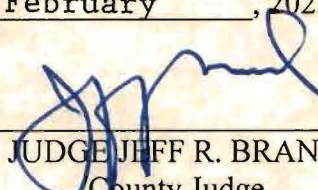
BE IT RESOLVED that Jefferson County certifies that the objectives of the Jefferson County Criminal District Attorney's VAWA Grant application for funding for September 1, 2025 through August 31, 2026 from the Criminal Justice Division of the Governor's Office have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in the application. Jefferson County will provide for any applicable cash match. In the event of loss or misuse of Criminal Justice Division funds, Jefferson County assures that the funds will be returned to the Criminal Justice division in full.

WHEREAS, The Commissioners' Court of Jefferson County, Texas has authorized the County Judge, Jeff R. Branick, to apply for, accept, reject, alter, or terminate the grant.

NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS approves submission of the grant application for the Family Violence/Crimes Against Women Unit/Criminal District Attorney to the Office of the Governor, Criminal Justice Division.

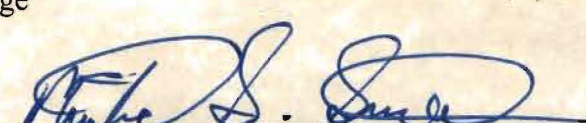
Grant Number: 1346628

SIGNED this 4 day of February, 2025.

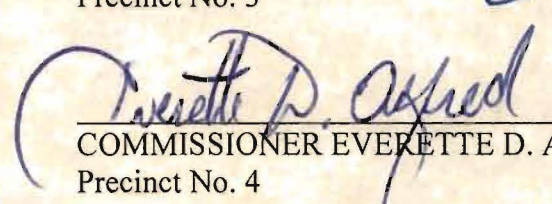

JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER BRANDON WILLIS
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER CARY ERICKSON
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Form #2204 Rev 9/2017

This space reserved for office use

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

**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

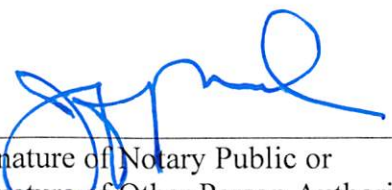
I, Brandon Willis, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Director, Jefferson County Industrial Development Corporation of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.


 Signature of Officer

Certification of Person Authorized to Administer Oath

State of TexasCounty of JeffersonSworn to and subscribed before me on this 28th day of JANUARY, 2025.

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


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

JEFF BRANICK
 Printed or Typed Name

Form #23-3 Rev. 09/2023
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, Brandon Willis, 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: Director/Jefferson County Industrial Development Corporation

Execution

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

Date: 4/20/2025


Signature of Officer

Permit Number: 01-P-25⁷⁸
Precinct Number: 2
Bond Number: 9442925

APPLICATION FOR PIPE LINE PERMIT

Date: 01/28/2025

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Energy Transfer Spindletop LLC, (Company)

does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:
Ethylene pipeline crossing Hebert Road approximately .92 miles from Hwy 93.

Renewal Permit for Permit 02-P-24

Number of drawings attached 2
Construction will begin on or after February 1 20 25

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on 2025 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u>	Road crossing @\$100.00	\$ <u>100.00</u>
<u> </u>	Miles parallel @\$150.00/mile or fraction	\$ <u> </u>
TOTAL		\$ <u>100.00</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be **\$5,000.00 per crossing** and **\$50,000.00 per mile** or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Energy Transfer Spindletop LLC

Company Name

Kim Jahgjee as Sr. Director-ROW

Company Representative Name/Title

1300 Main, Houston, TX 77004

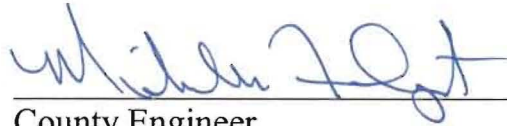
Address

214-840-5630

Phone Number

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 5,000.00



County Engineer

02/04/2025

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 \$ 5,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____

County Judge



8

ATTEST

DATE

2/5/25

CONTINUATION
CERTIFICATE

FIDELITY AND DEPOSIT COMPANY OF MARYLAND , Surety upon

a certain Bond No. 9442925

dated effective 02/13/2024
(MONTH-DAY-YEAR)on behalf of ENERGY TRANSFER SPINDLETOP LLC
(PRINCIPAL)and in favor of JEFFERSON COUNTY, TEXAS
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on February 13, 2025
(MONTH-DAY-YEAR)and ending on February 13, 2026
(MONTH-DAY-YEAR)

Amount of bond \$ 5,000.00

Description of bond Right-of-Way; Access for Hebert Road

Premium: \$ 100.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on January 22, 2025
(MONTH-DAY-YEAR)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By
ATTORNEY-IN-FACT Lupe Tyler

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gina A. RODRIGUEZ, Donna L. WILLIAMS, Vanessa DOMINGUEZ, Terri L. MORRISON, Andrea M. PENALOZA, Lisa A. WARD, Amanda GEORGE, Misty WRIGHT, Lupe TYLER, Jennifer MOORE, Houston, Texas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 02nd day of December, A.D. 2024.

**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: **Thomas O. McClellan**
Vice President





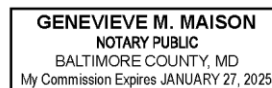
By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 02nd day of December, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of January, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Bond No. 9442925

LICENSE OR PERMIT BOND

KNOW ALL MEN BY THESE PRESENT:

That we, ENERGY TRANSFER SPINDLETOP LLC, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized under the laws of the State of IL with its principal office in the City of Schaumburg as Surety, are held and firmly bound unto JEFFERSON COUNTY, TEXAS as Oblige, in the full penal sum of Five Thousand and 00/100 Dollars (\$ 5,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has obtained or is about to obtain from the said Oblige a license or permit for Right-of-Way; Access for Hebert Road and the term of said license or permit is as indicated opposite the space checked below:

X Beginning the 13th day of February 2024, and

ending the 13th day of February 2025.

 Continuous, beginning the day of .

WHEREAS, the Principal is required by law to file with JEFFERSON COUNTY, TEXAS
1149 Pearl Street, 5th Floor, Beaumont, TX, 77701
a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounded Principal as such licensee or permittee shall indemnify said Oblige against all loss, costs, expenses of damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this shall continue or be continued in force and of the number of premiums that shall be payable of paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Oblige.

Signed, sealed and dated this 13th day of February 2024.

ENERGY TRANSFER SPINDLETOP LLC

By: [Signature] (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: [Signature] (SEAL)
Amarita George, Attorney In Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Gina A. RODRIGUEZ, Donna L. WILLIAMS, Vanessa DOMINGUEZ, Michael J. HERROD, Andrea M. PENALOZA, Lisa A. WARD, Amanda GEORGE, Misty WRIGHT of Houston, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

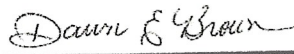
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of January, A.D. 2024.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 16th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of February, 2024.



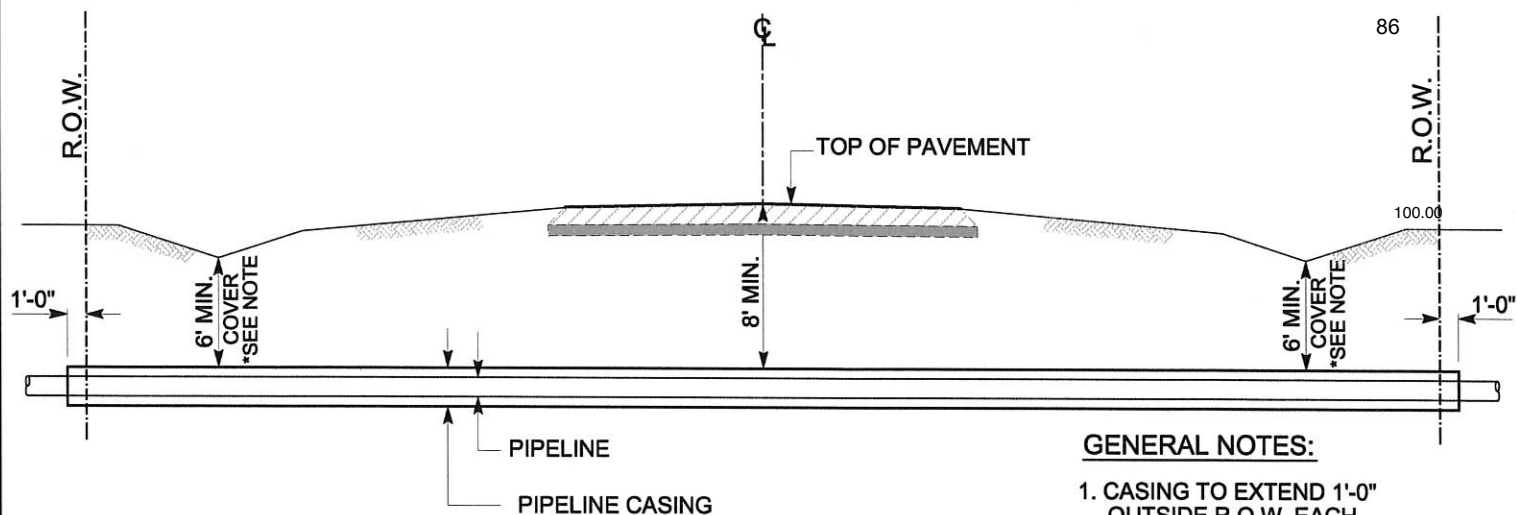
Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

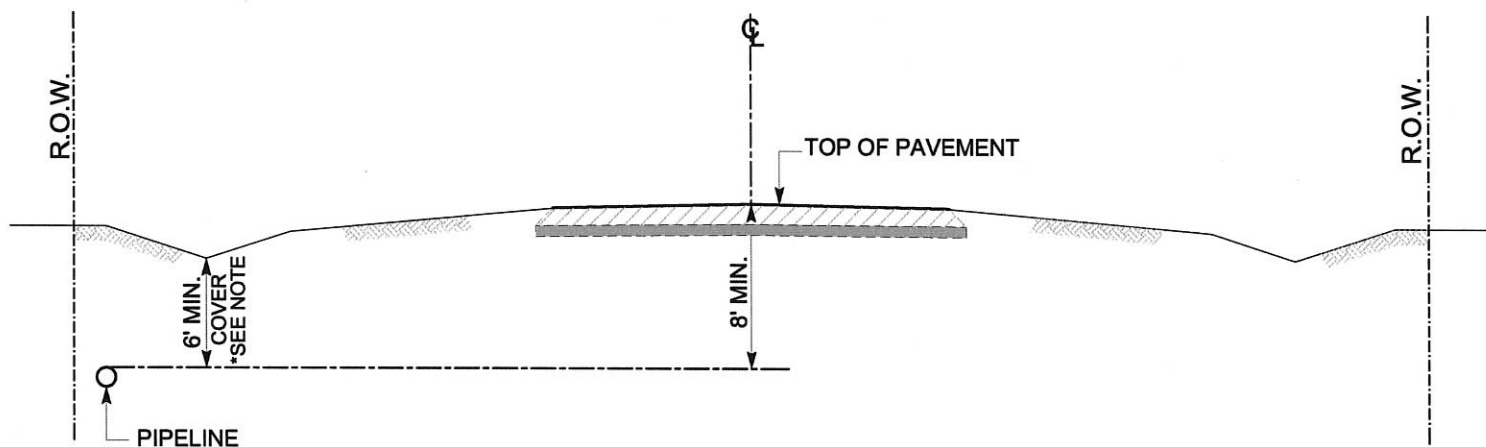


GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S



JEFFERSON COUNTY
ENGINEERING DEPARTMENT

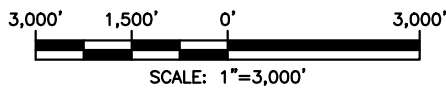
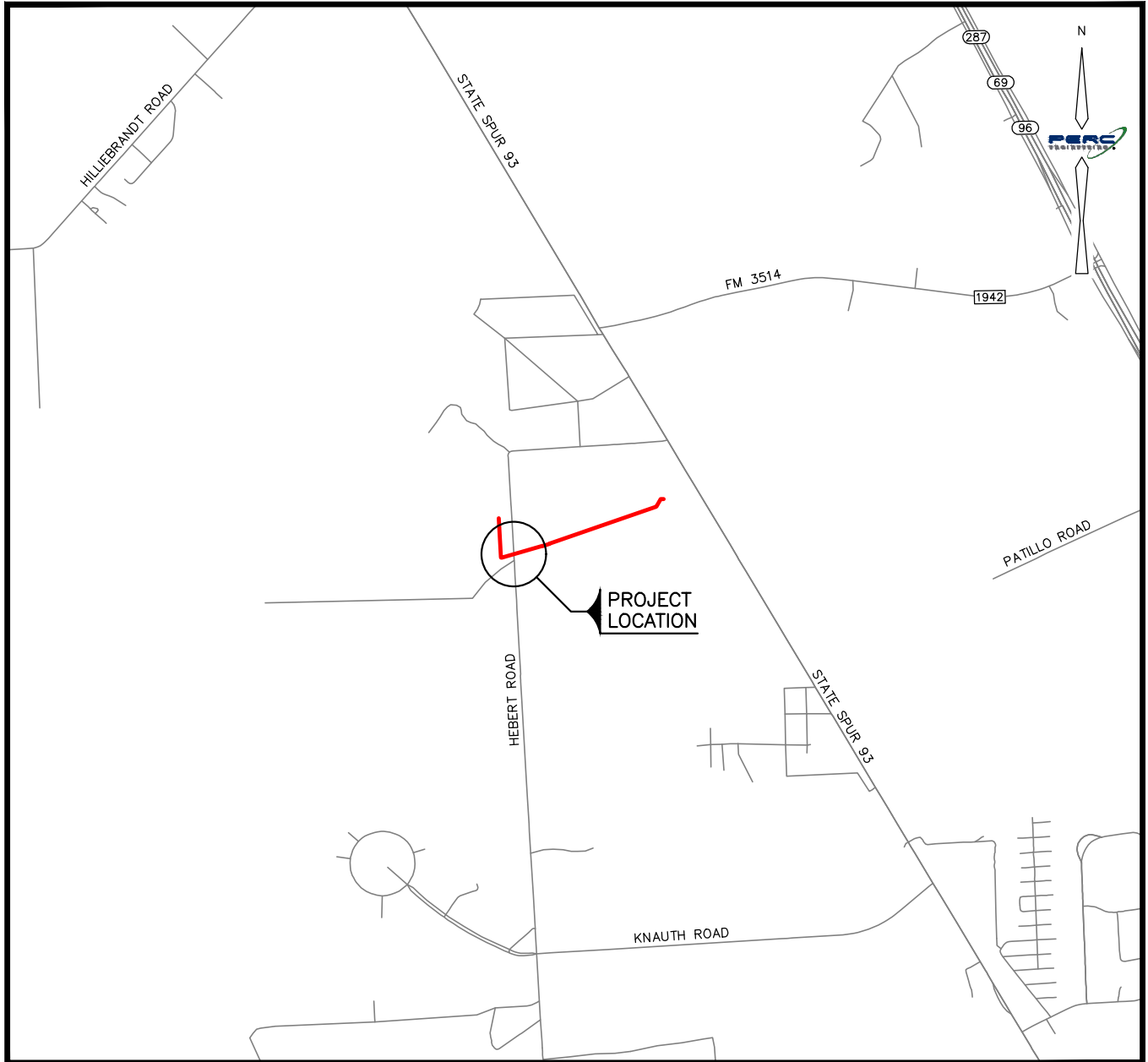
PIPELINE DETAILS (STD)

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

JEFFERSON COUNTY, TEXAS

87

W. D. CHENNETH SURVEY, A-104 & W. N. SIGLER SURVEY, A-48



Firm No. 10194323
1880 S. Dairy Ashford Road
Suite 606
Houston, TX 77077
(281) 506-2176

PIPELINE, STATION, OR ACCOUNT NUMBER		SCALE 1"=3,000'		CONST. YR.		ENERGY TRANSFER SPINDLETOP LLC HOUSTON, TEXAS		PROJECT NO. 0584906	
FILENUMBER	CADD FILENAME 4906W001C			DRAWN WAS	DATE 12/23				
REV. NO. — DESCRIPTION		BY	DATE	APP.		FLEXPOR ETHYLENE PIPELINE PROPOSED 12" PIPELINE ACROSS HEBERT ROAD JEFFERSON COUNTY, TEXAS		PREVIOUS DWG. NO.	
A	PRELIMINARY	WAS	12/23	PERC				SHT. OF	
B	REVISED ENTITY NAME	WAS	12/23	PERC				DWG. NO. 058-4906-W001	
C	ISSUED FOR ACQUISITION	ES	02/24	PERC				SHT. 1 OF 2	
									

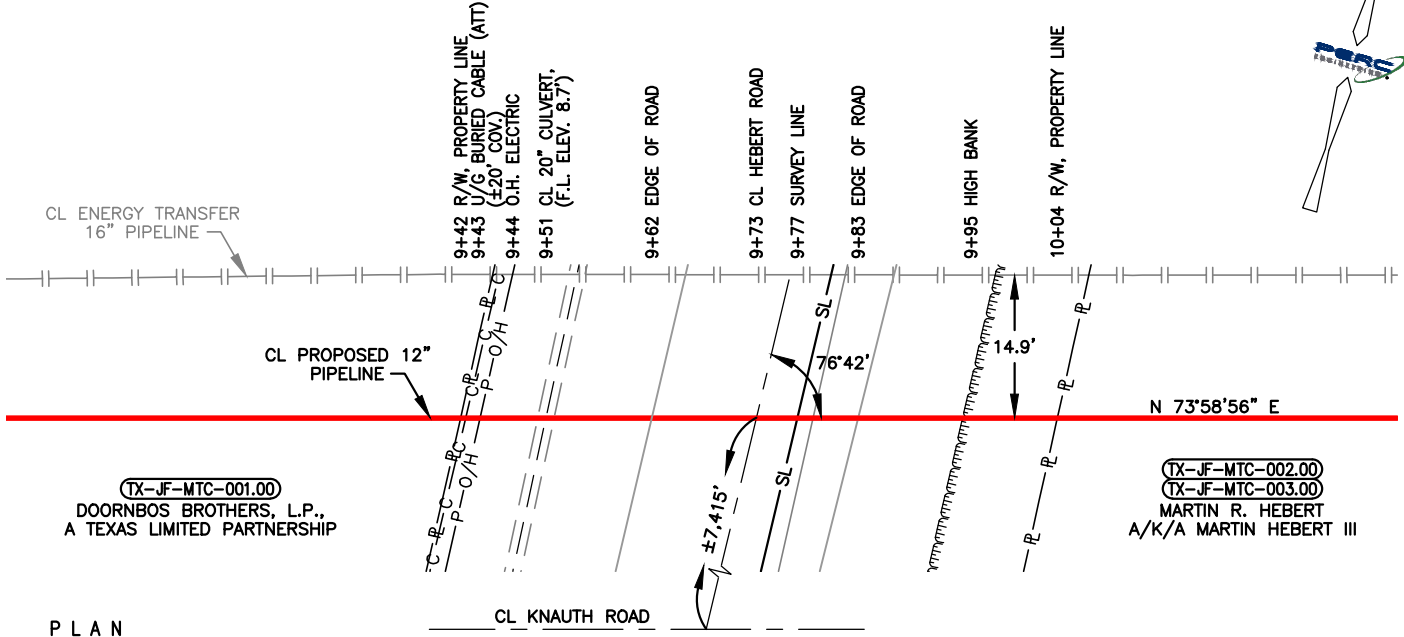


JEFFERSON COUNTY, TEXAS

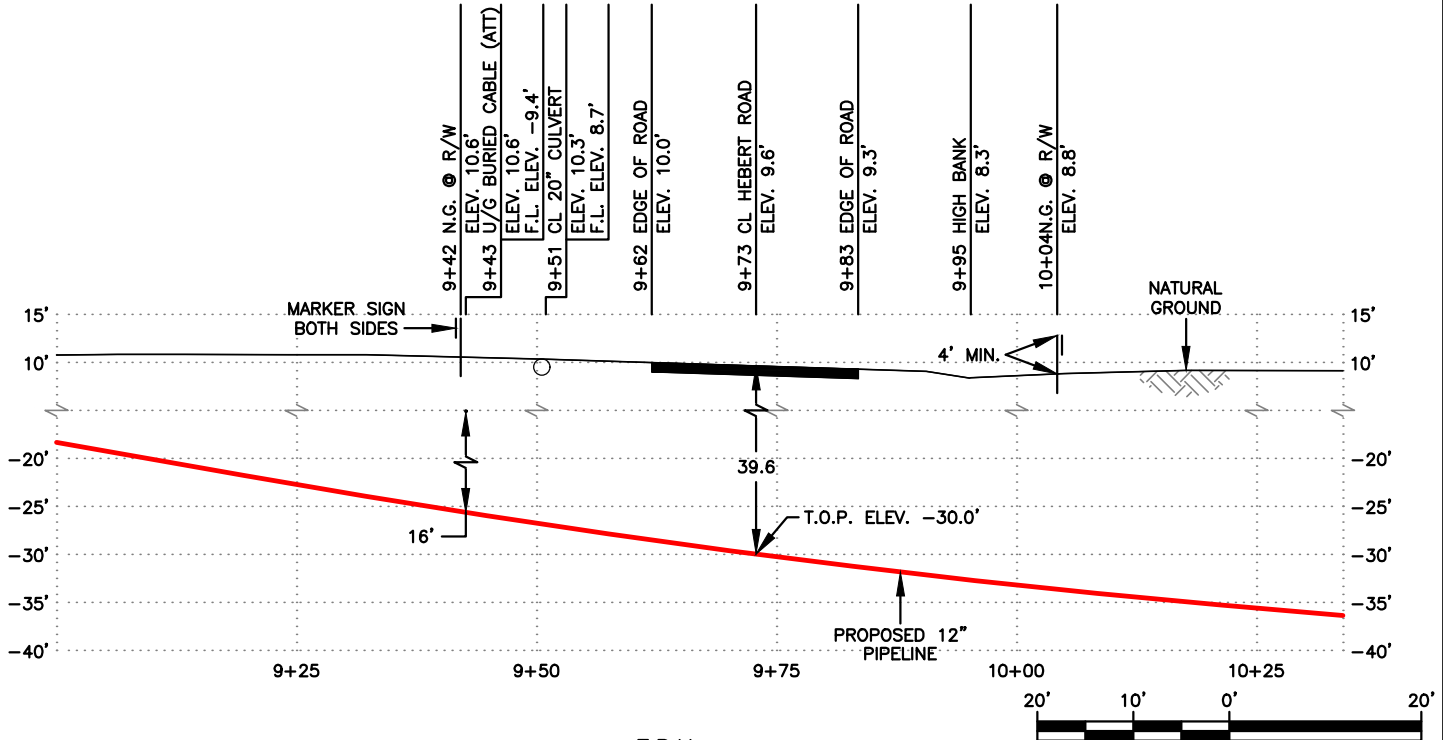
88

W. D. CHENNETH SURVEY, A-104

W. N. SIGLER SURVEY, A-48



PLAN
SCALE: 1"=20'



PROFILE
SCALE: 1"=20', HORIZ. & VERT.

PIPE SPECIFICATIONS
CARRIER PIPE: 12.750"O.D. x 0.500"W.T.,
API 5L GR X65 ERW PIPE
w/ 14-16 MILS FUSION BOND EPOXY COATING
& 30-40 MILS ARO COATING
MAX. OPER. PRESSURE: 2,220 PSIG
MIN. TEST PRESSURE: 2,775 PSIG
MIN. YIELD STRENGTH: 65,000 PSI

NOTES:
1) PIPELINE TO BE INSTALLED BY DIRECTIONAL DRILL METHOD.
2) ALL BEARINGS AND COORDINATES CONTAINED HEREIN ARE GRID
BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM,
TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM
OF 1983 (NAD 83), U.S. SURVEY FEET, NAVD 88 ELEVATIONS.

T.B.M.
CL HEBERT ROAD
@ STA. 9+73
ELEV. 9.6'

SCALE: 1"=20'



Firm No. 10194323
1880 S. Dairy Ashford Road
Suite 606
Houston, TX 77077
(281) 506-2176

PIPELINE, STATION, OR ACCOUNT NUMBER		SCALE 1"=20'		CONST. YR.		ENERGY TRANSFER SPINDLETOP LLC HOUSTON, TEXAS	PROJECT NO. 0584906	
FILENUMBER	CADD FILENAME 4906W001C			DRAWN WAS	DATE 12/23			
REV. NO. — DESCRIPTION		BY	DATE	APP.		FLEXPORT ETHYLENE PIPELINE PROPOSED 12" PIPELINE ACROSS HEBERT ROAD JEFFERSON COUNTY, TEXAS		PREVIOUS DWG. NO.
A	PRELIMINARY	WAS	12/23	PERC				
B	REVISED ENTITY NAME	WAS	12/23	PERC			SHT. OF	
C	ISSUED FOR ACQUISITION	ES	02/24	PERC			DWG. NO. 058-4906-W001	
							SHT. 2 OF 2	



January 24, 2025

Jefferson County
Attn: Ernest Clement
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

Re: Bond status for Jefferson County Road Use Agreement and Overweight Permit, **03-OW-24**, for a proposed, Energy Transfer Spindletop LLC, 12" pipeline project.

Mr. Clement,

Regarding the status of Performance and Completion Bond # 9442926, in the amount of \$100,000, for Permit # 03-OW-24. It is current and in force, as stated in Section 2 of the Bond: Provide and maintains the Security in full force and effect until all work required under this Permit, including stormwater management facilities, where applicable, is completed and accepted by Jefferson County. Please direct any questions to me at the phone number or email provided below.

Best Regards,

A handwritten signature in blue ink, appearing to read "Mark Band", with a stylized flourish at the end.

Mark Band
Right of Way/Permit/Utilities Agent
Cell: 281-932-0263
Email: markband44@gmail.com

03-OW-24

1/30/2024 02/22/2024
Application Date

N/A

State Permit Number
(If Applicable)



Permit Number

2

Precinct Number

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Energy Transfer Spindletop LLC Phone Number: 214-840-5630

Business Address: 1300 Main Street, Houston, Texas 77002

Local Representative: MARK BAND 281-932-0263

Description of Work/Type/Location: pipeline construction activities

Description of Route: .92 miles of Hebert Road from Hwy 93

Bond Number: 9442926

Bond Amount: \$100,000.00

Check Applicable Boxes:

- ☐ Under 100,000 Lbs. ☒ Over 100,000 Lbs. ☐ Over 200,000 Lbs.
☐ 90 Day Renewal Permit (\$200 Fee) Original Permit Number: _____
☒ One (1) Year Annual Permit (\$500 Fee)

Permit Approved:

☒ Yes ☐ No (If No Reason) _____

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Energy Transfer Spindletop LLC

Business Name

1300 Main Street, Houston, Texas 77002

Mailing Address

Kevin Talaferto as Sr. Director - ROW
Representative Name and Title

Kevin Talaferto 1/30/2024
Representative Signature and Date

Jefferson County

Mike T. [Signature]
County Engineer

Mike T. [Signature]
Precinct Superintendent

Ernest Clement
Engineering Specialist



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

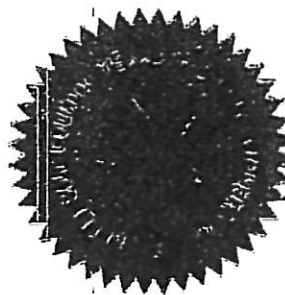
AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

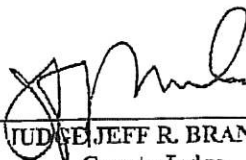
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013





JUDGE JEFF R. BRANICK
County Judge

WHEREAS, Energy Transfer Spindletop LLC (hereinafter "Company") intends to conduct pipeline construction activities _____ [describe operation], (hereinafter the "Project") at a site located on Hebert Road _____ (county road name) located in Precinct No. 2; and

1. County Road Hebert Road _____,
2. County Road _____; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

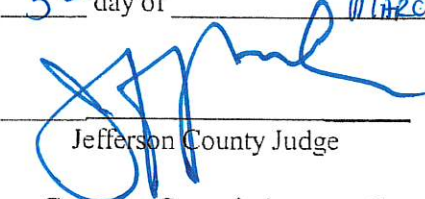
WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Hebert Road and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of _____, 20__ to a termination date of _____, 20__. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit I and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: _____] and County [2nd road name: _____] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 100,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 2 of Jefferson County, Texas before transporting any equipment on County [road name: Hebert Road and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 5th day of MARCH, 2024



Jefferson County Judge

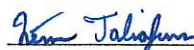
Approved by Jefferson County Commissioners Court on the 5th day of MARCH, 2024

Attest:



Jefferson County Clerk





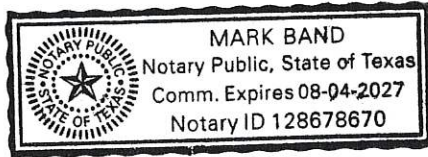
Authorized Agent for Energy Transfer Spindletop LLC
Kevin Taliaferro as Sr. Director - ROW

THE STATE OF TEXAS,
COUNTY OF JEFFERSON

§
§
§

I, MARK BAND a notary public, do hereby certify that on this 30th day of January, 2024, personally appeared before me Kevin Taliaferro, being by me first duly sworn, declared that he is the Sr. Director - ROW of Energy Transfer Spindletop LLC and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 30th day of January, 2024.



Mark Band
Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires



ZURICH

Performance and Completion Bond

Bond No. 9442926

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Energy Transfer Spindletop LLC as Principal, and Fidelity and Deposit Company of Maryland a corporation duly incorporated under the laws of the State of Maryland and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County, as Oblige, in the penal sum of One Hundred Thousand and no/100 ***** (\$100,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for purposes of performing the following work in the public right of way:

HDD Pipeline installation under Hebert Road. (the "Permitted Work"); and

WHEREAS, the Principal is required to maintain a performance and completion bond guaranteeing that the Permitted Work will be:

1. Complete within the prescribed time limits all work required under the terms and conditions of the Permit, including the application, plans and specifications, as approved by _____.
2. Provide and maintains the Security in full force and effect until all work under this Permit, including stormwater management facilities, where applicable, is completed and accepted by Jefferson County

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations pertaining to the Permitted Work, and shall either complete the Permitted Work in its entirety or restore the public right of way to its condition prior to the commencement of the Permitted Work, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on February 13, 2024.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

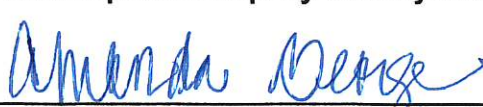
PROVIDED FURTHER, that the Surety may terminate its liability thereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Oblige.

SIGNED, SEALED AND DATED this February 13, 2024.

Energy Transfer Spindletop LLC

By: 
Principal

Fidelity and Deposit Company of Maryland

By: 
Amanda George Attorney-In-Fact

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of February, 2024.



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 38 per hour x _____ hours = \$ _____

Equipment Operator \$ 35 per hour x _____ hours = \$ _____

Other \$ 25 per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 100 per hour x _____ hours = \$ _____

Grader \$ 100 per hour x _____ hours = \$ _____

Other \$ 100 per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ Hebert Road _____

See Attached Rate Sheet

Current Pricing
 IFB 22-033/MR
 Term Contract for Asphalt Products for Jefferson County
 Awarded 8/02/2022

Renewal 1: 08/01/2023 – 07/31/2024

Updated: July 28, 2023

I. Asphalt Products – Direct Pick Up at Vendor's Asphalt Storage/Production Facility		
	1. Grade CRS-2 Emulsion	\$2.80 Per gallon
	2. Grade SS-1	\$ 2.80 Per gallon
	3. Grade AE-P	\$3.25 Per Gallon
	Vendor's Shipping Point Address:	100112 East Pt. Neches, Pt. Neches, TX 77651
	Hours of Hopper Operation:	7:00 am – 4:00 pm

II. Asphalt Products – Delivery to Precinct 3 Storage Tank, Port Arthur Service Center		
	1. Grade CRS-2 Emulsion	\$2.98 Per gallon
	2. Grade AE-P	\$3.43 Per Gallon
	Vendor's Shipping Point Address:	300 Christy Place South, Houston, TX 77587
	Hours of Hopper Operation:	24 hours a day / 7 days a week
	Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450

III. Asphalt Products – Delivery to Project Location (Location will vary)		
	1. Grade CRS-2 Emulsion	\$2.98 Per gallon
	2. Grade SS-1	\$2.98 Per gallon
	3. Grade AE-P	\$3.43 Per Gallon
	Vendor's Shipping Point Address:	300 Christy Place South, Houston, TX 77587
	Hours of Hopper Operation:	24 hours a day / 7 days a week
	Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450
	Additional Mileage Cost	None

Martin Asphalt Company
 3 Riverway #400
 Houston TX 77056
 attn: Victoria Espino
victoria.espino@martinmlp.com
 ph: 713-350-6852
 fx: 713-350-2801

IFB 22-052/MR
Term Contract for Dust Suppressant for Jefferson County
Awarded: October 11, 2022
Current Pricing

Renewal 1: 10/10/2023 – 10/9/2024

Updated 10/10/2023

Description	Amount per gallon
Price per gallon in <u>55</u> gallon drums (complete drum capacity) Dilution Rate: <u>10 Gallons of Water to 1 Gallon of Product</u>	\$ <u>18.00</u>
	Coverage Rate Square Yard per gallon
Please advise coverage in square yards per gallon, based upon crushed limestone base material and roadway 20'-0 x 6" deep.	25.6 sq. yd. per gallon
TOTAL	\$990 per 55 gal drum

Base Seal International, Inc.
 9107 Hudson Court
 Houston, TX 77024
 Atten: Carol Bowers
 Ph: 281-497-7743
Base-seal@att.net

Current Pricing**IFB 21-003/YS****Term Contract for Limestone Rock Asphalt for Jefferson County****Awarded: March 2, 2021****Renewal 1: 3/01/22 to 2/28/23****Updated 02/14/2023****Renewal 2: 02/28/23 to 02/27/24**

		Vulcan Construction Materials, LLC
Item	Description	Price per Ton F.O.B. Delivered Various Locations in Jefferson County
1	PICK UP Limestone Rock Asphalt premix, Type I CC	\$39.00 \$57.00 \$58.00 \$71.00 per ton pick up
2a	TRUCK DELIVERY – Rosedale , Limestone Rock Asphalt premix, Type I CC	\$99.45 \$130.53 \$150.88 \$160.01 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2b	TRUCK DELIVERY – LaBelle , Limestone Rock Asphalt premix, Type I CC	\$97.59 \$127.68 \$147.28 \$156.56 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2c	TRUCK DELIVERY – Hamshire , Limestone Rock Asphalt premix, Type I CC	\$99.30 \$130.91 \$151.36 \$160.47 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2d	TRUCK DELIVERY – Hebert , Limestone Rock Asphalt premix, Type I CC	\$98.99 \$130.53 \$150.88 \$160.01 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2e	TRUCK DELIVERY – China Road , Limestone Rock Asphalt premix, Type I CC	\$97.90 \$131.10 \$151.60 \$160.70 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2f	TRUCK DELIVERY – Viterbo Road , Limestone Rock Asphalt premix, Type I CC	\$99.45 \$131.48 \$152.08 \$161.16 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2g	TRUCK DELIVERY – Boyt Road , Limestone Rock Asphalt premix, Type I CC	\$98.21 \$131.29 \$151.84 \$157.48 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed

Vulcan Construction Materials, LLC

PO Box 791550

San Antonio TX 78279

attn: Julia Farrar

Farrarj@vmcmail.com

ph: 210-965-0419/fx: 210-524-3555



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, County Purchasing Agent

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

Current Pricing

IFB 19-047/YS

Term Contract for Liquid Soil Stabilizer for Jefferson County

Awarded: Tuesday, November 12, 2019

Renewal 1: 11/11/2020 – 11/10/2021

Renewal 2: 11/10/2021 – 11/09/2022

Renewal 3: 11/09/2022 – 11/08/2023

Renewal 4: 11/08/2023 – 11/07/2024

Updated: 10/30/2023

	Base Seal International
Price Per Gallon	\$22.00
Drum Size	55 gallons
Dilution Rate	Dilute with water necessary to achieve 3% over optimum moisture content at the appropriate rate of 14.5 fluid ounces per CY of soil to be treated
Coverage Rate Linear Feet Per Gallon	23.5

Base-Seal International, Inc.

9107 Hudson Court

Houston TX 77024

attn: Carol and Danny Bowers

base-seal@att.net

ph: 281-497-7743

fx: 855-311-8604



RUA Road List

- 1) Hebert Road_.92 miles

Date: 01/28/2025Permit No. 02-OW-25Precinct No. 2

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Company Name: Energy Transfer Spindletop Phone Number: 214-840-5630Address: 1300 Main Street, Houston Texas 77002Local Representative: Mark Band 281-932-0263Description of Work / Type / Location: Pipeline constructionRoute: .92 miles of Hebert Road from Hwy 93Renewal Permit 02-OW-25 for Permit 03-OW-24Bond Number: 9442926 Bond Amount: \$100,000.00

Check Applicable Boxes ☐ Under 100,000 Lbs. ☒ Over 100,000 Lbs. ☐ Over 200,000 Lbs.
☐ 90 Day renewal Permit (\$200 Fee) Original Permit Number: _____
☒ One (1) Year Annual Permit (\$500 Fee)
 Permit Approved: ☒ Yes ☐ No (If No Reason)

Attach Road Use Agreement

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

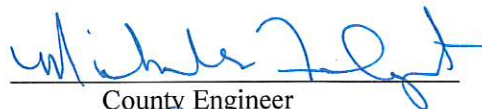
Energy Transfer Spindletop LLC

Company Name

Kevin Talaferro, Sr Director ROW

Representative Name and Title

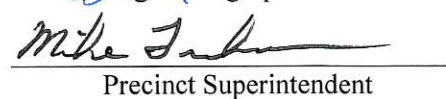
Representative Signature and Date



County Engineer



Engineering Specialist



Precinct Superintendent

Precinct Superintendent

Precinct Superintendent



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

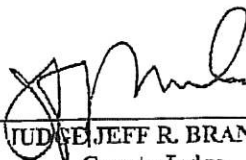
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013





JUDGE JEFF R. BRANICK
County Judge

STATE OF TEXAS §
COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND Energy Transfer Spindletop LLC

WHEREAS, Energy Transfer Spindletop LLC (hereinafter “Company”) intends to conduct pipeline construction activities _____ [describe operation], (hereinafter the “Project”) at a site located on Hebert Road _____) county road name) located in Precinct No. 2 ; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

1. County Road Hebert Road;
2. County Road _____; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

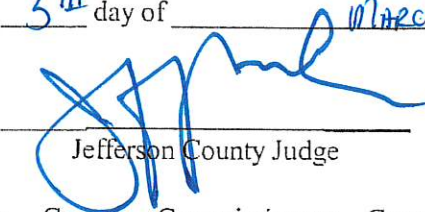
WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

1. Company may utilize County road Hebert Road and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of _____, 20__ to a termination date of _____, 20___. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit I and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: _____] and County [2nd road name: _____] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 100,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 2 of Jefferson County, Texas before transporting any equipment on County [road name: Hebert Road and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 5th day of MARCH, 2024



Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 5th day of MARCH, 2024

Attest:



Jefferson County Clerk





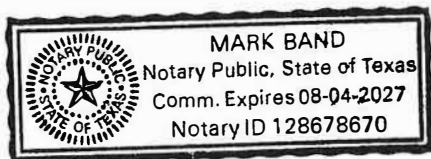
Authorized Agent for Energy Transfer Spindletop LLC
Kevin Taliaferro as Sr. Director - ROW

THE STATE OF TEXAS,
COUNTY OF JEFFERSON

§
§
§

I, MARK BAND a notary public, do hereby certify that on this 30th day of January, 2024, personally appeared before me Kevin Taliaferro, being by me first duly sworn, declared that he is the Sr. Director - ROW of Energy Transfer Spindletop LLC and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 30th day of January, 2024.



Mark Band
Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires



ZURICH

Performance and Completion Bond

Bond No. 9442926

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Energy Transfer Spindletop LLC as Principal, and Fidelity and Deposit Company of Maryland a corporation duly incorporated under the laws of the State of Maryland and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County, as Oblige, in the penal sum of One Hundred Thousand and no/100 ***** (\$100,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for purposes of performing the following work in the public right of way:

HDD Pipeline installation under Hebert Road. (the "Permitted Work"); and

WHEREAS, the Principal is required to maintain a performance and completion bond guaranteeing that the Permitted Work will be:

1. Complete within the prescribed time limits all work required under the terms and conditions of the Permit, including the application, plans and specifications, as approved by _____.
2. Provide and maintains the Security in full force and effect until all work under this Permit, including stormwater management facilities, where applicable, is completed and accepted by Jefferson County

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations pertaining to the Permitted Work, and shall either complete the Permitted Work in its entirety or restore the public right of way to its condition prior to the commencement of the Permitted Work, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on February 13, 2024.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

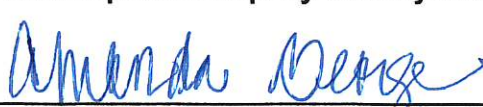
PROVIDED FURTHER, that the Surety may terminate its liability thereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Oblige.

SIGNED, SEALED AND DATED this February 13, 2024.

Energy Transfer Spindletop LLC

By: 
Principal

Fidelity and Deposit Company of Maryland

By: 
Amanda George Attorney-In-Fact

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of February, 2024.



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Exhibit 1

Estimate of Cost:

Length of [1st road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2nd road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 38 per hour x _____ hours = \$ _____

Equipment Operator \$ 35 per hour x _____ hours = \$ _____

Other \$ 25 per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 100 per hour x _____ hours = \$ _____

Grader \$ 100 per hour x _____ hours = \$ _____

Other \$ 100 per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ Hebert Road _____

See Attached Rate Sheet

Current Pricing
 IFB 22-033/MR
 Term Contract for Asphalt Products for Jefferson County
 Awarded 8/02/2022

Renewal 1: 08/01/2023 – 07/31/2024

Updated: July 28, 2023

I. Asphalt Products – Direct Pick Up at Vendor's Asphalt Storage/Production Facility		
	1. Grade CRS-2 Emulsion	\$2.80 Per gallon
	2. Grade SS-1	\$ 2.80 Per gallon
	3. Grade AE-P	\$3.25 Per Gallon
	Vendor's Shipping Point Address:	100112 East Pt. Neches, Pt. Neches, TX 77651
	Hours of Hopper Operation:	7:00 am – 4:00 pm

II. Asphalt Products – Delivery to Precinct 3 Storage Tank, Port Arthur Service Center		
	1. Grade CRS-2 Emulsion	\$2.98 Per gallon
	2. Grade AE-P	\$3.43 Per Gallon
	Vendor's Shipping Point Address:	300 Christy Place South, Houston, TX 77587
	Hours of Hopper Operation:	24 hours a day / 7 days a week
	Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450

III. Asphalt Products – Delivery to Project Location (Location will vary)		
	1. Grade CRS-2 Emulsion	\$2.98 Per gallon
	2. Grade SS-1	\$2.98 Per gallon
	3. Grade AE-P	\$3.43 Per Gallon
	Vendor's Shipping Point Address:	300 Christy Place South, Houston, TX 77587
	Hours of Hopper Operation:	24 hours a day / 7 days a week
	Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450
	Additional Mileage Cost	None

Martin Asphalt Company
 3 Riverway #400
 Houston TX 77056
 attn: Victoria Espino
victoria.espino@martinmlp.com
 ph: 713-350-6852
 fx: 713-350-2801

IFB 22-052/MR
Term Contract for Dust Suppressant for Jefferson County
Awarded: October 11, 2022
Current Pricing

Renewal 1: 10/10/2023 – 10/9/2024

Updated 10/10/2023

Description	Amount per gallon
Price per gallon in <u>55</u> gallon drums (complete drum capacity) Dilution Rate: <u>10 Gallons of Water to 1 Gallon of Product</u>	\$ <u>18.00</u>
	Coverage Rate Square Yard per gallon
Please advise coverage in square yards per gallon, based upon crushed limestone base material and roadway 20'-0 x 6" deep.	25.6 sq. yd. per gallon
TOTAL	<u>\$990 per 55 gal drum</u>

Base Seal International, Inc.
 9107 Hudson Court
 Houston, TX 77024
 Atten: Carol Bowers
 Ph: 281-497-7743
Base-seal@att.net

Current Pricing
 IFB 22-033/MR
 Term Contract for Asphalt Products for Jefferson County
 Awarded 8/02/2022

Renewal 1: 08/01/2023 – 07/31/2024

Updated: July 28, 2023

I. Asphalt Products – Direct Pick Up at Vendor's Asphalt Storage/Production Facility		
	1. Grade CRS-2 Emulsion	\$2.80 Per gallon
	2. Grade SS-1	\$ 2.80 Per gallon
	3. Grade AE-P	\$3.25 Per Gallon
	Vendor's Shipping Point Address:	100112 East Pt. Neches, Pt. Neches, TX 77651
	Hours of Hopper Operation:	7:00 am – 4:00 pm

II. Asphalt Products – Delivery to Precinct 3 Storage Tank, Port Arthur Service Center		
	1. Grade CRS-2 Emulsion	\$2.98 Per gallon
	2. Grade AE-P	\$3.43 Per Gallon
	Vendor's Shipping Point Address:	300 Christy Place South, Houston, TX 77587
	Hours of Hopper Operation:	24 hours a day / 7 days a week
	Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450

III. Asphalt Products – Delivery to Project Location (Location will vary)		
	1. Grade CRS-2 Emulsion	\$2.98 Per gallon
	2. Grade SS-1	\$2.98 Per gallon
	3. Grade AE-P	\$3.43 Per Gallon
	Vendor's Shipping Point Address:	300 Christy Place South, Houston, TX 77587
	Hours of Hopper Operation:	24 hours a day / 7 days a week
	Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450
	Additional Mileage Cost	None

Martin Asphalt Company
 3 Riverway #400
 Houston TX 77056
 attn: Victoria Espino
victoria.espino@martinmlp.com
 ph: 713-350-6852
 fx: 713-350-2801

Current Pricing**IFB 21-003/YS****Term Contract for Limestone Rock Asphalt for Jefferson County****Awarded: March 2, 2021**

Renewal 1: 3/01/22 to 2/28/23

Updated 02/14/2023

Renewal 2: 02/28/23 to 02/27/24

		Vulcan Construction Materials, LLC
Item	Description	Price per Ton F.O.B. Delivered Various Locations in Jefferson County
1	PICK UP Limestone Rock Asphalt premix, Type I CC	\$39.00 \$57.00 \$58.00 \$71.00 per ton pick up
2a	TRUCK DELIVERY – Rosedale , Limestone Rock Asphalt premix, Type I CC	\$99.45 \$130.53 \$150.88 \$160.01 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2b	TRUCK DELIVERY – LaBelle , Limestone Rock Asphalt premix, Type I CC	\$97.59 \$127.68 \$147.28 \$156.56 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2c	TRUCK DELIVERY – Hamshire , Limestone Rock Asphalt premix, Type I CC	\$99.30 \$130.91 \$151.36 \$160.47 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2d	TRUCK DELIVERY – Hebert , Limestone Rock Asphalt premix, Type I CC	\$98.99 \$130.53 \$150.88 \$160.01 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2e	TRUCK DELIVERY – China Road , Limestone Rock Asphalt premix, Type I CC	\$97.90 \$131.10 \$151.60 \$160.70 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2f	TRUCK DELIVERY – Viterbo Road , Limestone Rock Asphalt premix, Type I CC	\$99.45 \$131.48 \$152.08 \$161.16 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2g	TRUCK DELIVERY – Boyt Road , Limestone Rock Asphalt premix, Type I CC	\$98.21 \$131.29 \$151.84 \$157.48 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed

Vulcan Construction Materials, LLC

PO Box 791550

San Antonio TX 78279

attn: Julia Farrar

Farrarj@vmcmail.com

ph: 210-965-0419/fx: 210-524-3555

Current Pricing**IFB 21-003/YS****Term Contract for Limestone Rock Asphalt for Jefferson County****Awarded: March 2, 2021****Renewal 1: 3/01/22 to 2/28/23****Updated 02/14/2023****Renewal 2: 02/28/23 to 02/27/24**

		Vulcan Construction Materials, LLC
Item	Description	Price per Ton F.O.B. Delivered Various Locations in Jefferson County
1	PICK UP Limestone Rock Asphalt premix, Type I CC	\$39.00 \$57.00 \$58.00 \$71.00 per ton pick up
2a	TRUCK DELIVERY – Rosedale , Limestone Rock Asphalt premix, Type I CC	\$99.45 \$130.53 \$150.88 \$160.01 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2b	TRUCK DELIVERY – LaBelle , Limestone Rock Asphalt premix, Type I CC	\$97.59 \$127.68 \$147.28 \$156.56 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2c	TRUCK DELIVERY – Hamshire , Limestone Rock Asphalt premix, Type I CC	\$99.30 \$130.91 \$151.36 \$160.47 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2d	TRUCK DELIVERY – Hebert , Limestone Rock Asphalt premix, Type I CC	\$98.99 \$130.53 \$150.88 \$160.01 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2e	TRUCK DELIVERY – China Road , Limestone Rock Asphalt premix, Type I CC	\$97.90 \$131.10 \$151.60 \$160.70 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2f	TRUCK DELIVERY – Viterbo Road , Limestone Rock Asphalt premix, Type I CC	\$99.45 \$131.48 \$152.08 \$161.16 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2g	TRUCK DELIVERY – Boyt Road , Limestone Rock Asphalt premix, Type I CC	\$98.21 \$131.29 \$151.84 \$157.48 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed

Vulcan Construction Materials, LLC

PO Box 791550

San Antonio TX 78279

attn: Julia Farrar

Farrarj@vmcmail.com

ph: 210-965-0419/fx: 210-524-3555



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, County Purchasing Agent

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

Current Pricing

IFB 19-047/YS

Term Contract for Liquid Soil Stabilizer for Jefferson County

Awarded: Tuesday, November 12, 2019

Renewal 1: 11/11/2020 – 11/10/2021

Renewal 2: 11/10/2021 – 11/09/2022

Renewal 3: 11/09/2022 – 11/08/2023

Renewal 4: 11/08/2023 – 11/07/2024

Updated: 10/30/2023

	Base Seal International
Price Per Gallon	\$22.00
Drum Size	55 gallons
Dilution Rate	Dilute with water necessary to achieve 3% over optimum moisture content at the appropriate rate of 14.5 fluid ounces per CY of soil to be treated
Coverage Rate Linear Feet Per Gallon	23.5

Base-Seal International, Inc.

9107 Hudson Court

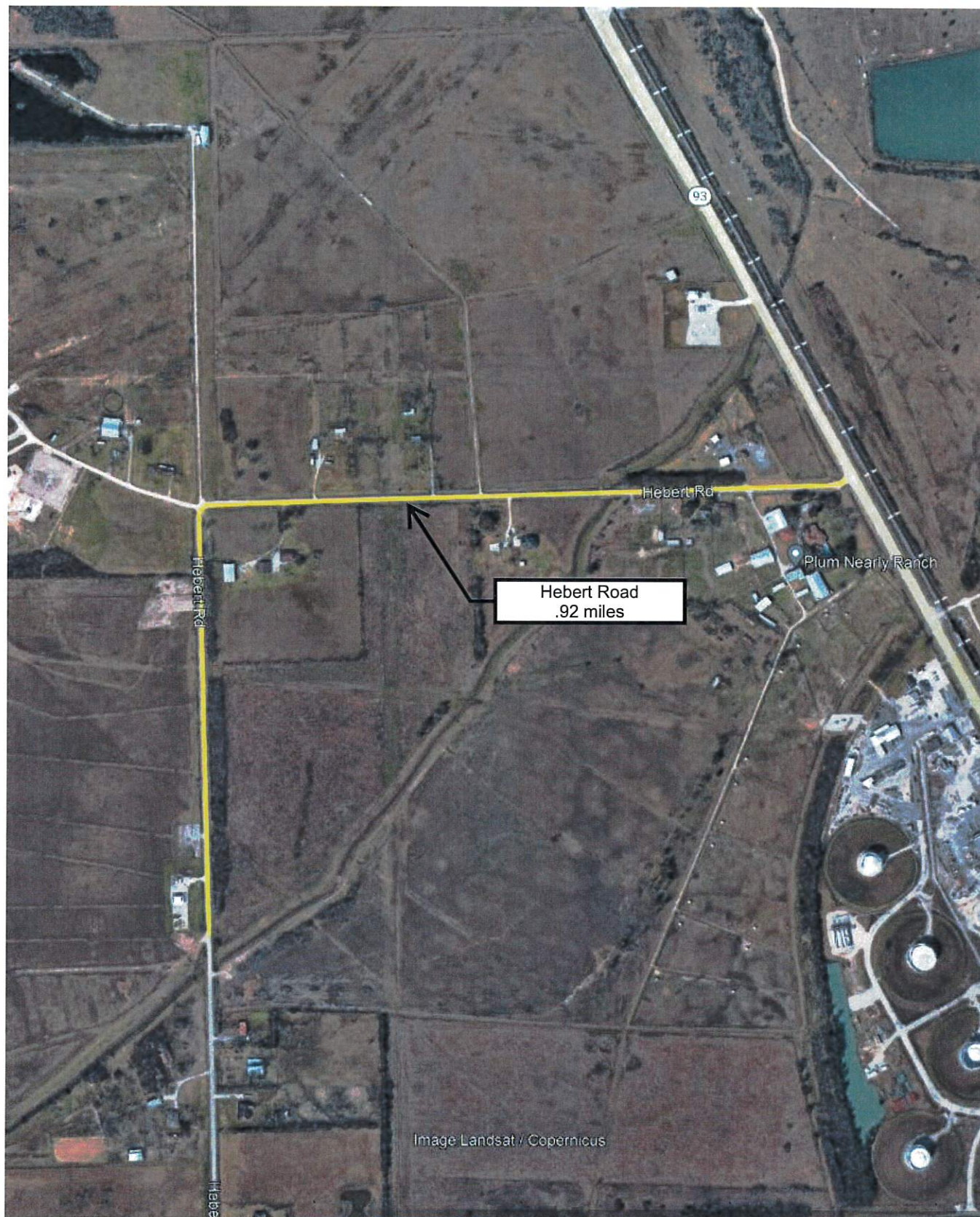
Houston TX 77024

attn: Carol and Danny Bowers

base-seal@att.net

ph: 281-497-7743

fx: 855-311-8604



Aircraft & SUAS Request Form

Office of the Governor
Homeland Security Grants Division
P.O. Box 12428
Austin, Texas 78711
512/463-1919
Fax: 512/475-2440
WWW.GOV.Texas.GOV

Per FEMA IB 426, the proposed purchase of any aircraft or Small Unmanned Aircraft System (SUAS) under the Homeland Security Grant Program must receive prior written approval from FEMA. Please provide the information below and upload the completed form into eGrants.

Federal Award ID Number:

eGrant Number:

Jurisdiction Name (City, County, etc):

County:

COG/UASI:

Submitter:

Submitter's E-mail:

Submitter's Phone:

Grant Year:

Grant Type:

Project Title as is appears in eGrants:

Authorized Equipment List (AEL) Code:

Total Cost:

Aircraft Type:

Name or Short Description of aircraft: (e.g. Cessna, Blackhawk Helicopter, etc.)

Country of Origin:

Please provide a Web-site address to view the aircraft: **(Or you may attach pictures with your submission)**

Please provide a description of the aircraft and what type(s) of terrorism incident response and prevention equipment with which the requested aircraft will be outfitted: **(include quantities and costs of each item or you may attach a quote)**

Please provide a detailed Justification that describes the need for the aircraft, how the requested platform best meets that need as compared to other options, and method used to determine cost reasonableness: (Include the purpose of the requisition and how it links to the grant project/terrorism:)

Please describe how this aircraft will be used operationally and which response assets will be deployed using the requested aircraft:

Please provide the number of neighboring jurisdictions and/or response agencies with sharable equipment similar that being requested:

Please describe how this aircraft will be utilized on a regular, non-emergency basis:

When not deployed for emergencies, the sUAS drones will be utilized for several important non-emergency purposes. At major crime scenes, they will provide an aerial overview, aiding in scene documentation, evidence collection, and tactical planning. Additionally, the Jefferson County Sheriff's Office will use the drones as educational tools, conducting display-only demonstrations for local school districts to raise awareness about sUAS technology and its applications in public safety. Furthermore, the drones will play a key role in training exercises with the Tactical Team and other response units, enhancing preparedness and coordination for emergency situations. These regular uses will ensure the equipment remains operationally ready while supporting community engagement and law enforcement training efforts.

Please select the Strategic Plan this project aligns to:

☒ State ☐ DFWA UASI ☐ Houston UASI ☐ SA UASI

Please provide the Strategy Goal: (Use exact wording from the current strategy)

1.1.3 Enhance the state's capacity to identify, assess, monitor, and disrupt potential domestic terrorism and other mass causality threats, particularly those that could impact special events, soft targets, and crowded places.

Please provide the Strategy Objective: (Use exact wording from the current strategy)

Enhance the state's capacity to identify, assess, monitor, and disrupt potential domestic terrorism and other mass causality threats, particularly those that could impact special events, soft targets, and crowded places.

Please describe how this request supports the Strategic Objective identified above:

The operation of tactical teams relies on the ability to collect and analyze critical information effectively. The Jefferson County Sheriff's Office uses this capability to generate actionable intelligence, which is shared with partner law enforcement agencies and key critical infrastructure entities within Jefferson County and the surrounding region.

IF Requesting a SUAS Please Answer the Following

The SUAS(s) requested will operate under 14 CFR 107 which is the Federal regulations regarding the operation of SUAS? (Copies of Remote Pilot Certifications for operators must be provided) ☒ Yes ☐ No

The SUAS(s) requested will operate under Texas Government Code Chapter 423 which are the State statute regarding the Use of Unmanned Aircraft? ☒ Yes ☐ No

Will the SUAS weigh less than 55lbs at takeoff? ☒ Yes ☐ No

Attach copies of your local policies and procedures for safeguarding individuals' privacy, civil rights, and civil liberties as they pertain to the collection, use, retention, and dissemination of information obtained by the SUAS. ☐ Attached

CERTIFICATION by Authorized Official:

By checking the box below I certify and understand that licensing, registration fees, Insurance and ongoing operational expenses are the responsibility of the grantee or local unit of government and are not allowable under the Homeland Security Grant Program.

☒ I certify to and understand the above statement.

Authorized Official Name: (Please Print)

Jeff Branick

Authorized Official Signature:



ATTEST

DATE

Date:

01/13/2025

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

JEFF R. BRANICK
County Judge

DATE: January 23, 2024

TO: Federal Emergency Management Agency (FEMA)

VIA: Office of the Governor – Public Safety Office

FROM: Jeff Branick, Jefferson County Judge

SUBJECT: sUAS Waiver Request for Jefferson County Sheriff Office

The Jefferson County Sheriff's Office is seeking authorization to purchase Avata 2 Tactical Drone and Mavic 3 Thermal for its Special Weapons and Tactical (SWAT) Unit to enhance its interdiction and disruption capabilities. UASI grant funds will be used to purchase the following tactical drone package which consists of the following: Two (2) DN-Avata 2 Tactical with Avata 2 Tactical Bundles Cost: \$2,696 Two (2) Mavic 3 Thermal Drones with Light Kits Cost: \$12,088. Total Cost of All sUAS Drones: \$14,784.

The Jefferson County Sheriff's Office, has reviewed and understand the DHS Cybersecurity and Infrastructure Security Agency (CISA), Unmanned Aircraft Systems (UAS) Fact Sheets located at <https://www.dhs.gov/publication/uas-fact-sheets> and the DHS CISA Chinese Manufactured Unmanned Aircraft Systems Industry Alert, and; has reviewed FEMA Policy 405- 143-1 and has verified that the vendor/manufacturer of the requested UAS/sUAS is not on the sam.gov exclusion list".

Based on the information provided in this memorandum and the provided attachments, we formally request FEMA's support to provide a positive determination of our project.

If you have any questions regarding this request, please do not hesitate to contact me at (409)835-8466

Very Respectfully,

Jeff R. Branick
Jefferson County Judge



ATTEST

DATE

[Signature]
2/5/25



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of the Commissioners Court of Jefferson County held on the

4 day of February, 2025, on a motion made by Commissioner

Michael S. Sinega Commissioner of Precinct 3 and seconded by Commissioner

Brandon Willis, Commissioner of Precinct 1, the following resolution was adopted:

PROJECT SAFE NEIGHBORHOODS

WHEREAS, The Commissioner's Court of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the Project Safe Neighborhoods Grant be operated for the 2025-2026 calendar year; and that this Grant does not require any matching fund; and

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

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

NOW THEREFORE, BE IT RESOLVED that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the Project Safe Neighborhoods Grant to the Office of the Governor.

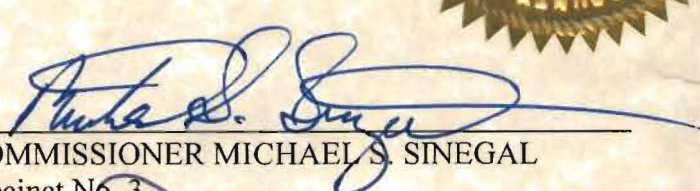
Grant# 5410001

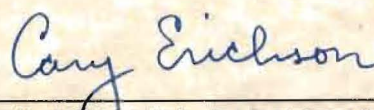
SIGNED this 4 day of February, 2025.

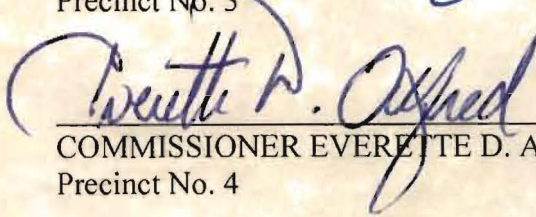

JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER BRANDON WILLIS
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER CARY ERICKSON
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Jefferson County Birth Certificate Indexing Proposal
TIPS USA Contract #240101

Honorable Roxanne Acosta-Hellberg
Jefferson County Clerk
1085 Pearl Street
Beaumont, TX 77701

iDocket is pleased to present this proposal to index typed and handwritten Birth Certificate records for Jefferson County Clerk. This proposal has been prepared specifically by iDocket to meet your current document indexing needs.

Below you will find a few brief details about iDocket.

- ✓ Experienced in working with sensitive data
- ✓ A history of working with local governments and small businesses
- ✓ Certified and experienced management and staff

Document Indexing with iDocket is quick, easy and painless. We are experienced in both high-volume projects as well as simply clearing out a single file cabinet. Our document indexing process includes the following.

- ✓ Indexing using our AI proprietary software
- ✓ Indexing a minimum of 6 fields with option to index 20 additional fields
- ✓ Converting handwritten records to text data.
- ✓ Product delivery media

If you have any questions, please feel free to contact me via telephone or email. Thank you for your time.

Best Regards,

Carlos Lopez

carlos.lopez@idocket.com

(469) 222-1504

Proposed Pricing Breakdown

Document Type	Price per image
Birth Certificates Typed	\$1.40
170,000 births X \$1.40 per birth	\$238,000

Simple Pricing Promise:

It is easy to see how the cost of your document indexing project may vary depending on your needs and the various price add-ons by competitors. iDocket wants you to have a simple price with NO surprises. Because of this, we will give you one flat price per image. This includes all indexing and product delivery media. Our goal for you is to make this process as simple and easy as possible.

Confidentiality:

We understand that your documents contain the data that drives your business. Because of this we take great care in ensuring your documents and the data on them remain confidential. If requested, we take the time to seal every box during pick-up and delivery of your documents. During their stay at our office, only the personnel directly involved in your project handle or have access to your documents.

Thank you:

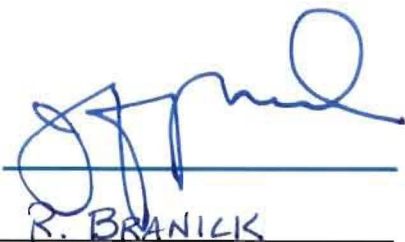
Thank you for giving iDocket an opportunity to earn your business. We look forward to the opportunity to meet your document indexing needs. If you have any questions, please feel free to contact our office.

Delivery / Payment Schedule

Jefferson County will deliver the Birth Certificate images to iDocket upon which time we will complete the indexing. iDocket may opt to complete the project in one, two or four phases. Each phase will consist of the appropriate percentage of records indexed. Upon completion of all phase(s) iDocket will also deliver a final completed master index.

Upon the delivery of each phase's output, iDocket will invoice Jefferson County the appropriate percentage of the agreed upon total price.

Client's Signature



Date

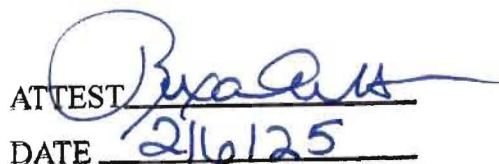
2/6/25

Print Name

JEFF R. BRANICK

ATTEST

DATE


2/6/25

