

Special, 6/17/2025 10:30:00 AM

BE IT REMEMBERED that on June 17, 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
June 17, 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
June 17, 2025**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **17th** day of **June 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:

9:30 a.m. – Announcement of a Workshop to discuss Community Wildfire Defense Fuels Mitigation Program grant.

9:45 a.m. – Announcement of a Workshop to discuss, consider, and receive information from Care Solace.

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
June 17, 2025

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

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

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

INVOCATION: Cary Erickson, Commissioner, Precinct Two

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

PURCHASING:

- (a). Consider and approve, execute, receive and file renewal for (IFB 22-040/MR), Termite Treatment for Jefferson County for a third (1) one year renewal with G & G Pest Control from August 13, 2025 to August 12, 2026.

SEE ATTACHMENTS ON PAGES 10 - 10

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (b). Consider and approve, execute, receive and file Job Order Contract (JOC 25-026/MR) with Preferred Facilities Group, USA for Tax Office partitions in the amount of \$66,490.45 in accordance with BuyBoard Contract 728-24.

SEE ATTACHMENTS ON PAGES 11 - 13

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (c). Consider and approve, execute, receive and file an agreement (Agreement 25-027/MR) with Thomson Reuters (Westlaw) for a West Proflex online subscription for Law Library Patron access in accordance with TX MSA DIR-CPO-5258 (TXM1). This one-year agreement (effective: July 1, 2025 – June 30, 2026) will be for a total monthly cost of \$2,991.99 to include (2) two user computer kiosks located in the Law Library

SEE ATTACHMENTS ON PAGES 14 - 17

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer – JP Pct.1, Pl. 2 – additional cost for travel.

SEE ATTACHMENTS ON PAGES 18 - 18

Notice of Meeting and Agenda
June 17, 2025

120-2042-412-5062	TRAVEL EXPENSE	\$600.00	
120-2042-412-3078	OFFICE SUPPLIES		\$600.00

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (b).Consider and approve budget transfer – Tax Office Auto Dealer – additional cost for Beaumont remodel project.

SEE ATTACHMENTS ON PAGES 19 - 19

280-0000-415-6014	BUILDINGS AND STRUCTURES	\$27,400.00	
280-0000-415-6022	FURNITURE & FIXTURES		\$27,400.00

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (c).Receive and file Interlocal agreement with West Jefferson County Municipal Water District to construct public wastewater system improvements utilizing Community Development Block Grant funds.

SEE ATTACHMENTS ON PAGES 20 - 21

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (d).Regular County Bills – check #529111 through check #529309.

SEE ATTACHMENTS ON PAGES 22 - 29

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Consider and possibly approve an extension for Jefferson Emergency Services district No. 3 to file its annual audit, pursuant to Sec. 775.082(b) of the Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 30 - 31

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

- (b). Consider and possibly approve an extension for Jefferson Emergency Services district No. 4 to file its annual audit, pursuant to Sec. 775.082(b) of the Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 32 - 33

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

- (c). Receive and file contract with Texas Commission on Environmental Quality contract #582-25-03015 for grant funding of \$18,000 for the Emergency Management Office for Local Emergency Planning Committee (LEPC).

SEE ATTACHMENTS ON PAGES 34 - 69

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

TAX OFFICE:

- (a). Consider and approve an erroneous or overpayment property tax refund to Corelogic Tax Services LLC in the amount of \$3,096.20 in accordance with Property Tax Code 31.11

SEE ATTACHMENTS ON PAGES 70 - 75

Motion by: Erickson

Second by: Willis

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

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a). Consider, possibly approve, execute, receive and file an Amended Resolution to the Jefferson County Subdivision and Development Regulations, for the purpose of updating authorization references and compliance with the Texas General Land Office grant requirements.

SEE ATTACHMENTS ON PAGES 76 - 77

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

HISTORICAL COMMISSION:

- (a).Consider, possibly approve, and receive the donation of two historic maps donated by Judge John Stevens and two historic courthouse drawings donated by Elizabeth Brinkman to be displayed in the Jefferson County Courthouse pursuant to Sec. 81.032, Texas Government Code.

NO ATTACHMENTS

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

SHERIFF'S DEPARTMENT:

- (a).Receive and file executed renewal of Law Enforcement Agency (LEA) ORI TX123000, DOD 2YTFX3 use of a helicopter at no cost to the county.

SEE ATTACHMENTS ON PAGES 78 - 80

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

- (b).Receive and file renewal of the Defense Logistics Agency Disposition Services ORI TX123000 for the Sheriff's Office to participate in acquiring Federal Surplus Equipment.

SEE ATTACHMENTS ON PAGES 81 - 94

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

VISITORS CENTER:

- (a). Consider and possibly approve Jefferson County Tourism Committee, formerly tabled, Spring 2025 Hotel Occupancy Tax allocation recommendation for Mardi Gras Southeast Texas.
Requested: \$36,000, Recommendation: \$20,000

NO ATTACHMENTS

Action: TABLED

- (b). Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendation for an emergency grant to Baptist Hospitals of Southeast Texas Foundation for the first annual Boomtown BBQ Bash.
Requested: \$5,000, Recommendation: \$5,000

NO ATTACHMENTS

Motion by: Alfred

Second by: Sinegal

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
June 17, 2025

Special, June 17, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 17, 2025.

CONTRACT RENEWAL FOR IFB 22-040/MR TERMITE TREATMENT FOR JEFFERSON COUNTY

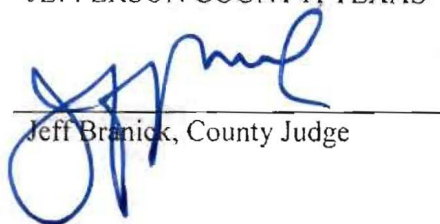
The County entered into a contract with G & G Pest Control for one (1) year, from August 16, 2022 to August 15, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from August 13, 2025 to August 12, 2026.

ATTEST:

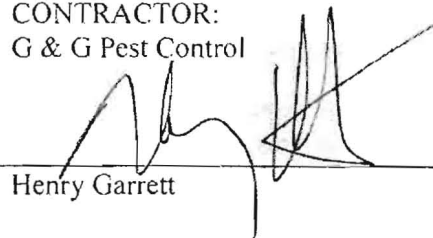
JEFFERSON COUNTY, TEXAS


Roxanne Acosta Hellberg, County Clerk


Jeff Branick, County Judge



CONTRACTOR:
G & G Pest Control


Henry Garrett



PREFERRED

FACILITIES GROUP - USA

May 28, 2025

Mailing Address:
PO Box 20658
Beaumont, TX 77720-
0658

☎ (409) 842-8293
☎ (409) 842-2274
✉ pfg@pfg-usa.com
🌐 pfg-usa.com

Kate Carroll
Jefferson County
1149 Pearl
Beaumont, TX 77701

Project: "Jefferson County Tax Office Partitions"

Subject: "Proposal"

Job Order Contracting

Dear Ms Carroll

Co-Op Purchasing
Agreements

We are pleased to submit our rough order of magnitude proposal utilizing our 728-24 Buy Board Texas Contract based on local CCI and coefficient of .89.

Indefinite Delivery,
Indefinite Quantity - IDIQ

Proposal Recap:

Priority I

Multiple Award
Construction Contracts -
MACC

Task Order Contracts
TOC

Construction
Management - Agent or
At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

1. Tax Assessor 130A

- a. Frame south side columns (2) and install new drywall.
- b. Repair and paint drywall on east side of 130 and on north wall of 130B.
- c. Repaint rooms 130A, 130B, 131, 132 and 134.
- d. Install new (9'AFF, or to match the existing new era walls) metal stud wall from SE corner of room 131 to first east column then south to south end of room 130. Install a new 6'-0" door in metal frame between room 131 and column to east creating a new room 130B on west side of room 130.
- e. Patch holes in terrazzo flooring. (Epoxy Filler)
- f. Replace 2x4 damaged acoustic ceiling panels for area of room 130 and 130B.
- g. Install historic wood base west walls.
- h. Install rubber base on new partitions.
- i. Remove all electrical conduits and wiring currently exposed at two locations- (Courthouse Electrician)
- j. Provide new electrical service to 6 cubicles to be moved to 130 from 163 (4) & 165 (2). (Courthouse Electrician)
- l. Modify /new lighting. (Courthouse Electrician)

2. Storage 130B

- a. Patch holes in terrazzo flooring. (Epoxy Filler)
- b. Provide on duplex outlet on north wall of 130B for letter machine. Locate at a height above rolling cabinet to be moved to that room. (Courthouse Electrician)
- c. Modify /new lighting. (Courthouse Electrician)

Priority II

3. Office 169

- a. Install new (9'AFF, or to match the existing new era walls) metal stud partition between existing columns.
- b. Demo existing auto dealer desk and swing gate on south

Southeast Texas

Deep East Texas

Central Texas

Texas Gulf Coast





Mailing Address:
PO Box 20658
Beaumont, TX 77720-
0658

(409) 842-8293
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

Job Order Contracting

Co-Op Purchasing
Agreements

Indefinite Delivery,
Indefinite Quantity - IDIQ

Multiple Award
Construction Contracts -
MACC

Task Order Contracts
TOC

Construction
Management - Agent or
At-Risk

Design Build

Government

Commercial

Education

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end of room 162 to provide opening to access Training
Room 172.

- c. Install new counter, security wall and security door between
entrance to Training Room 172 and Office 169.

Priority III

4. Tax Assessor 162

- a. Install new (9'AFF, or to match the existing new era walls) metal stud
partition between service desk and west wall of 162 in NW
corner of room to prevent entrance behind service desk.
- b. Paint new partition to match existing wall color.

Priority IV

5. Tax Assessor Lobby 140

- a. Install new metal stud partition from east wall of 140 to corner
of desk w/glass partition. Install 3'-0" door in metal frame
with security key pad (Separate Contract) in partition for
security enclosure.
- b. Paint new partition to match existing wall color.

Priority V

6. Office 165A

- a. Remove wall cabinet on south side of room 165A.
- b. Paint wall to match existing walls.
- c. Install new metal stud wall from SW corner of room 165C to
north wall of 166. Install 3'-0" door in metal frame in new
partition near north wall of 166.

7. Breakroom 165D

- a. Install electrical outlet and waterline for new refrigerator to be
located in the NE corner of 165D. (Courthouse Electrician)
- b. Paint 165D to match existing walls.

8. Breakroom 166

- a. Repairs to historic wall paneling? Can we cover all walls with
drywall and delete the wood panels and wood base?
- b. Install new kitchen style cabinet with sink in SW corner of room.
(Courthouse Carpenter)

9. Office 171

- a. Install new metal stud partition and entry door between Office
169 and Office 171.

Priority VI

10. Office 163

- a. Install (9'AFF, or to match the existing new era walls) height metal stud
wall from SW corner of 163 west to intersect with east wall of 163
terminating at the SW corner of 164. Install 6'-0" door in metal
frame in new east wall partition adjacent to 164.
- b. Paint new partition to match existing walls.

Southeast Texas

Deep East Texas

Central Texas

Texas Gulf Coast





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0658

(409) 842-8293
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

Proposal Cost \$64,868.74
Bond 1,621.71
Total Cost 66,490.45

We recommend that the county hold a contingency fund in the amount of \$10,000.00 to be added to the above cost to cover unexpected expenses.

We estimate approximately **thirty (30)** working days to complete. We anticipate (6) weeks for door delivery. We explicitly exclude all liquidated damages for this project due to market volatility and supply chain challenges.

Job Order Contracting

Co-Op Purchasing
Agreements

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Indefinite Quantity - IDIQ

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MACC

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Construction
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Education

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Infrastructure

Communications

Corporate/Retail

Assembly

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

This Proposal contains confidential and proprietary information that is intended only for the use of Jefferson County and is not to be shared, copied, or disseminated in any way. The information includes all attachments, drawings, sketches, and proposed product selections and must be kept confidential. This information shall be used for the sole purpose of evaluating this Proposal and must not be used for any other purpose without the explicit consent of Preferred Facilities Group - USA.

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

This pricing is based on standard work hours from 7am - 5pm, M - F. Please do not hesitate to contact us at 409-842-8293 at your earliest convenience to discuss this estimate in further detail.

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waidley
Division Manager

cc: PFG/file
25-1011

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge



ATTEST
DATE

[Signature]
6/18/25



Order Form**Order ID: Q-09982545**

Contact your representative kristen.walter@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1003186826
JEFFERSON COUNTY AUDITORS OFFICE
ACCOUNTS PAYABLE
1149 PEARL ST FL 7
BEAUMONT TX 77701-3638 US

Shipping Address

Account #: 1003186826
JEFFERSON COUNTY AUDITORS OFFICE
ACCOUNTS PAYABLE
1149 PEARL ST FL 7
BEAUMONT TX 77701-3638 US

Billing Address

Account #: 1003186826
JEFFERSON COUNTY AUDITORS OFFICE
ACCOUNTS PAYABLE
1149 PEARL ST FL 7
BEAUMONT, TX 77701-3638
US

“Customer”

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,991.99	12

Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

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<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/genai-terms>.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software

- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst>.

LIMITATION OF LIABILITY. EACH PARTY'S OR ANY OF ITS THIRD-PARTY PROVIDERS' ENTIRE LIABILITY IN THE AGGREGATE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED TWO TIMES THE CONTRACT VALUE. CONTRACT VALUE IS DEFINED IN THE ORDERING DOCUMENTS. IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

Acknowledgement: Order ID: Q-09982545

Signature of Authorized Representative for order

Jeff Branick

Printed Name

Title

County Judge

Date

6-17-25

This Order Form will expire and will not be accepted after 6/26/2025.

ATTEST
DATE





Attachment

Order ID: Q-09982545

Contact your representative kristen.walter@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1003186826

This order is made pursuant to: TX MSA DIR-CPO-5258 (TXM1)

Order Confirmation Contact (#28)

Contact Name: Clark, Deb

Email: deb.clark@jeffcotx.us

eBilling Contact

Contact Name Deb Clark

Email deb.clark@jeffcotx.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1003186826	JEFFERSON COUNTY AUDITORS OFFICE	1149 PEARL ST FL 7 BEAUMONT TX 77701-3638 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
2	Seats	42733146	Pat Acc - Patron Access Edge - National Core (WestlawPRO™)
2	Seats	42115618	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)
2	Seats	42115625	GVT Pat Acc - Practical Law For Patron Access
2	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Deb	Clark	deb.clark@jeffersoncountytexas.gov	EML PSWD CONTACT
Deb	Clark	deb.clark@jeffersoncountytexas.gov	PATRON ACC TECH CONT

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
00.00.00.00	00.00.00.00				

IP Address Information

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42733145	Pat Acc - Patron Access Edge - National Core (WestlawPRO™)
42115617	Pat Acc - Related Documents For Patron Access (Westlaw PRO™)
42115626	GVT Pat Acc - Practical Law For Patron Access
42567002	Pat Acc - National Analytical for Patron Access (WestlawPRO™)



(409)835-8457
(409)839-2393 FAX

1085 PEARL ST, SUITE 104
BEAUMONT, TX 77701

BENJAMIN "BEN" COLLINS SR.
JUSTICE OF THE PEACE PRECINCT 1, PL 2

March 26, 2025

To: Fran Lee

From: Judge Benjamin Collins Sr.

RE: Reallocation of Funds

I have a staff member that is required to attend the New Hire Seminar with Texas Justice Court Training Center on August 11 thru August 13, 2025. Currently, there is a balance of \$209.00 in acct #120-2042-412.50-62 Travel Expense. The total for seminar, lodge, and meals/mileage totals \$779.00.

I am requesting to reallocate \$600 from acct #120-2042-412.30-78 Office Supplies and add the funds to acct #120-2042-412.50-62 Travel Expense.

Respectfully,



Judge Benjamin Collins Sr.

RE: TR: Transfer of funds

From Cindy Savant <Cindy.Savant@jeffersoncountytexas.gov>

Date Thu 6/5/2025 3:16 PM

To Fran Lee <Fran.Lee@jeffersoncountytexas.gov>; Rebekah Patin <Rebekah.Patin@jeffersoncountytexas.gov>; Mistey Reeves <Mistey.Reeves@jeffersoncountytexas.gov>

The reason for the transfer is for payment of the Tax Office Remodel Project in Beaumont. Paying for part of the project from SIT funds, transferring funds from furniture and fixtures to building and structures.

Cindy Savant, P.C.C.
Chief Deputy of Finance
Jefferson County Tax Office
(409)835-8716

PLEASE NOTE MY NEW EMAIL ADDRESS IS: cindy.savant@jeffersoncountytexas.gov

From: Cindy Savant <Cindy.Savant@jeffersoncountytexas.gov>

Sent: Thursday, June 5, 2025 12:40 PM

To: Rebekah Patin <Rebekah.Patin@jeffersoncountytexas.gov>; Fran Lee <Fran.Lee@jeffersoncountytexas.gov>; Mistey Reeves <Mistey.Reeves@jeffersoncountytexas.gov>

Subject: TR: Transfer of funds

Please transfer \$27,400 from account # 280-0000-415.60.22 Furniture and Fixtures to 280-0000-415.60-14 building and structures.

Thank you

Cindy Savant, P.C.C.
Chief Deputy of Finance
Jefferson County Tax Office
(409)835-8716

PLEASE NOTE MY NEW EMAIL ADDRESS IS: cindy.savant@jeffersoncountytexas.gov



THE STATE OF TEXAS §
COUNTY OF JEFFERSON § **INTERGOVERNMENTAL AGREEMENT**

This AGREEMENT is made pursuant to the Interlocal Cooperation Act at Chapter 791 of the Texas Government Code, between JEFFERSON COUNTY, TEXAS, hereinafter referred to as the COUNTY, acting through its Commissioners' Court, and the Website of WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT, hereinafter referred to as the DISTRICT, acting through its Board of Directors.

The COUNTY agrees to provide grant funds budgeted from its Program Year 2025-2026 Community Development Block Grant Program – Community Development Fund contract to construct public wastewater system improvements project on behalf of the DISTRICT benefitting the Cheek target area if such is awarded to the COUNTY by the Texas Department of Agriculture (TDA), hereinafter referred to as the GRANT. The term of this Agreement shall be from the date of TDA Contract execution until the GRANT is administratively closed by TDA. Either party may terminate this Agreement with thirty (30) days written notice to the other party, but such early termination shall not relieve the parties from the financial obligations addressed below.

Parties agree that the COUNTY shall:

1. Endeavor to execute its GRANT responsibilities in a timely and efficient manner.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to TDA upon its request.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the DISTRICT, and TDA.
4. Provide pre-bid project design and change orders to the DISTRICT for its review and approval prior to approval by the COUNTY.
5. Not award a construction contract or approve a contract modification, including change orders, to complete the activities described in the GRANT in which the cost exceeds the funds available in the GRANT budget unless funds sufficient to cover the shortfall are committed in writing by the COUNTY, the DISTRICT, or another party.
6. Attempt to modify the GRANT contract with TDA in order to bring costs within the GRANT budget if construction bids exceed the GRANT budget and funds sufficient to cover the shortfall are not available.
7. Automatically transfer full ownership of the GRANT-funded improvements to the DISTRICT upon acceptance by the COUNTY of the Certificate of Construction Completion and transfer of one year warranty from contractor to the DISTRICT.
8. Provide any GRANT matching funds that it has separately committed by resolution of its Commissioners' Court.

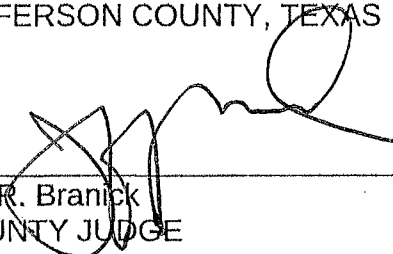
Parties agree that the DISTRICT shall:

1. Comply with all COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT.
2. Offer to provide access to the improved services to all beneficiaries of this project at its officially adopted utility rates.
3. Permit unrestricted access by the COUNTY and its selected engineering, administrative, and construction contractors to those portions of the construction site under DISTRICT control, to allow performance of the GRANT-related duties outlined in agreements these entities shall have with the COUNTY.

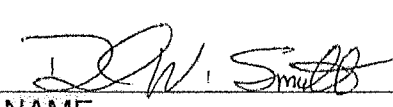
4. Be solely responsible for the continued maintenance and operation of any proposed improvements upon acceptance by the COUNTY of the Certificate of Construction Completion.
5. Cooperate with the County in any attempt to modify the GRANT contract with TDA in order to bring costs within the GRANT budget if construction bids exceed the GRANT budget and the DISTRICT is unable to provide funds sufficient to cover the shortfall.
6. Pay for any costs resulting from violation or early termination of this Agreement by the DISTRICT.
7. Automatically receive full ownership of the GRANT-funded improvements upon acceptance by the COUNTY of the Certificate of Construction Completion and transfer of one year warranty from contractor to the DISTRICT.

The parties further agree that any GRANT funds provided by the COUNTY are without warranty of any kind to the DISTRICT or any third party, and the DISTRICT hereby agrees, to the extent allowable by law, to defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees for any claims for injury or death of any person or any property damage arising out of the COUNTY'S performance of its obligations under this Agreement. Nothing herein shall be construed to create any rights in third parties. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

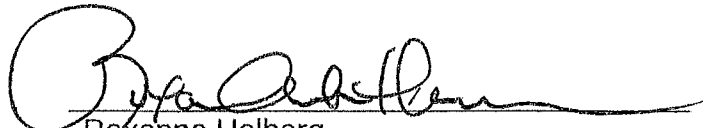
JEFFERSON COUNTY, TEXAS

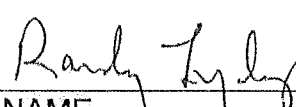

 Jeff R. Branick
 COUNTY JUDGE

WEST JEFFERSON COUNTY
 MUNICIPAL WATER DISTRICT


 NAME
 PRESIDENT OF THE BOARD

ATTEST:


 Roxanne Helberg
 COUNTY CLERK


 NAME
 BOARD SECRETARY
 TREASURER



PGM: GMCOMMV2	DATE 06-17-2025	PAGE: 1
NAME	AMOUNT	CHECK NO. 22 TOTAL
JURY FUND		
CHAPMAN VENDING	151.65	529279
ROAD & BRIDGE PCT.#1		151.65**
RB EVERETT & COMPANY, INC.	3,129.56	529134
ENTERGY	614.89	529138
CASH ADVANCE ACCOUNT	940.29	529145
M&D SUPPLY	116.48	529147
ACE IMAGEWEAR	51.36	529165
SOUTHERN TIRE MART, LLC	433.58	529184
HERRERA'S EMERGENCY LIGHTING	3,212.00	529204
CALDWELL COUNTRY CHEVROLET	84,518.00	529211
GOLDEN TRIANGLE GLASS CO	411.00	529230
REPUBLIC SERVICES # 862	73.61	529256
ODP BUSINESS SOLUTIONS, LLC	156.02	529290
ROAD & BRIDGE PCT.#2		93,656.79**
EASTEX RUBBER & GASKET	140.86	529131
CARY ERICKSON	301.20	529133
ENTERGY	865.33	529138
RITTER @ HOME	41.95	529158
SETZER HARDWARE, INC.	55.79	529163
ACE IMAGEWEAR	19.92	529164
SMART'S TRUCK & TRAILER, INC.	78.34	529166
S.E. TEXAS BUILDING SERVICE	520.00	529167
TRIANGLE ENGINE DIST.	7.33	529177
TRI-CITY FASTENER & SUPPLY	46.80	529178
W. JEFFERSON COUNTY M.W.D.	161.38	529180
ALL SERV INDUSTRIAL LLC	195.02	529226
ASCO	168.57	529247
MARTIN MARIETTA MATERIALS	13,257.45	529255
REPUBLIC SERVICES # 862	83.13	529256
ROAD & BRIDGE PCT. # 3		15,943.07**
CITY OF PORT ARTHUR - WATER DEPT.	64.57	529126
RITTER @ HOME	67.48	529158
W. JEFFERSON COUNTY M.W.D.	29.93	529180
SOUTHERN TIRE MART, LLC	32.50	529184
CENTERPOINT ENERGY RESOURCES CORP	60.25	529210
WINDSTREAM	49.15	529214
ON TIME TIRE	327.99	529239
SAM'S CLUB DIRECT	238.35	529242
REPUBLIC SERVICES # 862	73.61	529256
WALLER COUNTY ASPHALT	7,572.60	529260
ALL TERRAIN EQUIPMENT CO	13,399.00	529267
TEXAS ASSOCIATION OF COUNTIES	275.00	529268
ODP BUSINESS SOLUTIONS, LLC	198.41	529290
MODERN CONCRETE & MATERIALS LLC	910.00	529296
ROAD & BRIDGE PCT.#4		23,298.84**
COASTAL WELDING SUPPLY INC	144.44	529128
ENTERGY	21.94	529138
M&D SUPPLY	1,251.01	529147
MID-COUNTY ALTERNATOR	165.00	529148
SOUTHEAST TEXAS WATER	130.20	529171
W. JEFFERSON COUNTY M.W.D.	133.20	529180
MARTIN PRODUCT SALES LLC	154.00	529215
REPUBLIC SERVICES # 862	226.45	529256
O'REILLY AUTO PARTS	42.03	529271
GULF COAST	413.10	529274
ODP BUSINESS SOLUTIONS, LLC	862.93	529290
ENGINEERING FUND		3,544.30**
VERIZON WIRELESS	125.69	529193
VERIZON WIRELESS	117.97	529194
PARKS & RECREATION		243.66**

PGM: GMCOMMV2	DATE 06-17-2025	PAGE: 2
NAME	AMOUNT	CHECK NO. 23 TOTAL
ADAMS BACKHOE SERVICE	3,208.00	529112
ENTERGY	1,994.21	529138
RITTER @ HOME	45.95	529158
W. JEFFERSON COUNTY M.W.D.	59.86	529180
AMAZON CAPITAL SERVICES	253.98	529292
GENERAL FUND		5,562.00**
JEFFERSON CTY. CLERK	2,471.14	529111
TAX OFFICE		2,471.14*
THE LABICHE ARCHITECTURAL GROUP	2,450.00	529120
CASH ADVANCE ACCOUNT	906.65	529145
ACE IMAGEWEAR	43.75	529164
SOUTHEAST TEXAS WATER	343.95	529170
UNITED STATES POSTAL SERVICE	488.13	529197
APPRAISAL & COLLECTION TECHNOLOGIES	2,099.00	529231
MICHELLE FARNIE	906.65	529246
KATHLEEN SPENCER	207.00	529254
REPUBLIC SERVICES # 862	36.80	529256
ELISHA MONTIEL	886.65	529262
TEXAS SECRETARY OF STATE	750.00	529281
KATHERINE CARROLL	906.65	529307
COUNTY HUMAN RESOURCES		10,025.23*
PRE CHECK, INC.	470.60	529191
UNITED STATES POSTAL SERVICE	12.40	529197
BAPTIST PHYSICIAN NETWORK	558.00	529198
ODP BUSINESS SOLUTIONS, LLC	524.77	529290
AMAZON CAPITAL SERVICES	161.96	529292
NOVA MEDICAL CENTERS	110.20	529309
AUDITOR'S OFFICE		1,837.93*
UNITED STATES POSTAL SERVICE	5.39	529197
ODP BUSINESS SOLUTIONS, LLC	362.03	529290
COUNTY CLERK		367.42*
UNITED STATES POSTAL SERVICE	223.31	529197
COUNTY JUDGE		223.31*
UNITED STATES POSTAL SERVICE	11.60	529197
ROCKY LAUDERMILK	300.00	529202
THOMSON REUTERS-WEST	137.38	529248
THE MAYO LAW FIRM PLLC	500.00	529264
ODP BUSINESS SOLUTIONS, LLC	75.00	529290
RISK MANAGEMENT		1,023.98*
UNITED STATES POSTAL SERVICE	3.32	529197
COUNTY TREASURER		3.32*
UNITED STATES POSTAL SERVICE	198.03	529197
AMAZON CAPITAL SERVICES	213.44	529292
PRINTING DEPARTMENT		411.47*
CINTAS CORPORATION	90.07	529259
ODP BUSINESS SOLUTIONS, LLC	497.32	529290
MYBINDING LLC	710.15	529308
PURCHASING DEPARTMENT		1,297.54*
DELL MARKETING L.P.	520.00	529130
PORT ARTHUR NEWS, INC.	26.32	529152
UNITED STATES POSTAL SERVICE	14.26	529197
GENERAL SERVICES		560.58*

PGM: GMCOMMV2	DATE 06-17-2025	PAGE: 3
NAME	AMOUNT	CHECK NO. 24 TOTAL
ELECTRICAL SPECIALTIES, INC.	25.00	529113
CASH ADVANCE ACCOUNT	75.00	529145
SOUTHEAST TEXAS WATER	72.45	529172
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	529175
INTERFACE EAP, INC	1,348.65	529183
VERIZON WIRELESS	322.91	529192
BOSWORTH PAPERS	513.75	529278
		5,557.76*
DATA PROCESSING		
CDW COMPUTER CENTERS, INC.	182.16	529186
		182.16*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	358.69	529197
AMG PRINTING & MAILING LLC	3,024.00	529266
		3,382.69*
ELECTIONS DEPARTMENT		
CDW COMPUTER CENTERS, INC.	412.32	529186
UNITED STATES POSTAL SERVICE	35.19	529197
PENSKE TRUCK LEASING CO LP	673.42	529205
SOE SOFTWARE CORPORATION	6,000.00	529228
		7,120.93*
DISTRICT ATTORNEY		
UNITED STATES POSTAL SERVICE	119.02	529197
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	529253
AMAZON CAPITAL SERVICES	532.84	529292
		722.86*
DISTRICT CLERK		
UNITED STATES POSTAL SERVICE	468.42	529197
TYLER TECHNOLOGIES INC	9,990.00	529275
		10,458.42*
CRIMINAL DISTRICT COURT		
DOUGLAS M. BARLOW, ATTORNEY AT LAW	562.50	529121
WENDELL RADFORD	900.00	529156
BENJAMIN ALAN JEFFERIES	800.00	529297
GLORIA SUZANNE KEHOE	4,943.38	529306
		7,205.88*
252ND DISTRICT COURT		
THOMAS J. BURBANK PC	2,062.50	529123
UNITED STATES POSTAL SERVICE	30.58	529197
SUMMER TANNER	2,634.50	529216
LAURIE PEROZZO	900.00	529229
M.K. HAMZA, PHD, P.A.	1,800.00	529244
MATUSKA LAW FIRM	800.00	529250
		8,227.58*
279TH DISTRICT COURT		
ANITA F. PROVO	2,035.00	529154
NATHAN REYNOLDS, JR.	352.00	529157
GERMER PLLC	1,551.00	529187
DONEANE E. BECKCOM	660.00	529200
LANGSTON ADAMS	440.00	529203
TONYA CONNELL TOUPS	330.00	529221
BRITTANIE HOLMES	990.00	529243
THOMSON REUTERS-WEST	63.00	529248
SHELANDER LAW OFFICE	1,870.00	529280
JULIANNA NICKS	627.00	529300
		8,918.00*
317TH DISTRICT COURT		
PHILLIP DOWDEN	325.00	529119
MARVA PROVO	650.00	529153
ANITA F. PROVO	325.00	529154
KEVIN PAULA SEKALY PC	650.00	529162
SOUTHEAST TEXAS WATER	61.43	529168
TEXAS ASSN. FOR COURT ADMINISTRATIO	375.00	529174
KEVIN S. LAINE	325.00	529185

PGM: GMCOMMV2	DATE 06-17-2025	PAGE: 4
NAME	AMOUNT	CHECK NO. 25 TOTAL
CHARLES ROJAS	650.00	529189
JOEL WEBB VAZQUEZ	1,330.00	529208
KIMBERLY PHELAN, P.C.	1,050.00	529212
MATUSKA LAW FIRM	650.00	529250
		6,391.43*
JUSTICE COURT-PCT 1 PL 1		
UNITED STATES POSTAL SERVICE	72.21	529197
		72.21*
JUSTICE COURT-PCT 1 PL 2		
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	529132
UNITED STATES POSTAL SERVICE	48.30	529197
		119.30*
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	93.82	529197
		93.82*
COUNTY COURT AT LAW NO.1		
UNITED STATES POSTAL SERVICE	4.14	529197
		4.14*
COUNTY COURT AT LAW NO. 2		
JACK LAWRENCE	350.00	529116
DONALD BOUDREAUX	425.00	529122
MARVA PROVO	400.00	529153
UNITED STATES POSTAL SERVICE	24.15	529197
LANGSTON ADAMS	400.00	529203
JOEL WEBB VAZQUEZ	850.00	529208
MATUSKA LAW FIRM	350.00	529250
		2,799.15*
COUNTY COURT AT LAW NO. 3		
THOMAS J. BURBANK PC	350.00	529123
MARVA PROVO	1,175.00	529153
UNITED STATES POSTAL SERVICE	17.94	529197
LANGSTON ADAMS	400.00	529203
LAURIE PEROZZO	350.00	529229
MATUSKA LAW FIRM	425.00	529250
		2,717.94*
COURT MASTER		
SOUTHEAST TEXAS WATER	69.92	529169
UNITED STATES POSTAL SERVICE	.69	529197
LAWRENCE E THORNE III	5,015.84	529232
RICHARD D HUGHES ATTORNEY AT LAW	1,750.00	529277
		6,836.45*
MEDIATION CENTER		
WALMART CAPITAL ONE	464.89	529282
		464.89*
SHERIFF'S DEPARTMENT		
GT DISTRIBUTORS, INC.	13,139.00	529135
ENTERGY	703.88	529138
CASH ADVANCE ACCOUNT	2,393.03	529145
MOORMAN & ASSOCIATES, INC.	2,115.00	529149
ROCIC	300.00	529155
SAM'S WESTERN WEAR, INC.	411.94	529160
AT&T	51.72	529173
UNITED STATES POSTAL SERVICE	1,363.33	529197
FIVE STAR FEED	492.44	529207
RITA HURT	1,535.00	529237
REPUBLIC SERVICES # 862	73.61	529256
3L PRINTING COMPANY	40.00	529257
ODP BUSINESS SOLUTIONS, LLC	274.14	529290
BEAUMONT OCCUPATIONAL SERVICES	37.95	529294
		22,931.04*
JAIL - NO. 2		
JOHNSTONE SUPPLY	45.74	529117
CITY OF BEAUMONT - WATER DEPT.	16.00	529125

PGM: GMCOMMV2	DATE 06-17-2025	PAGE: 5
NAME	AMOUNT	CHECK NO. 26 TOTAL
COASTAL WELDING SUPPLY INC	168.04	529128
ENTERGY	586.49	529138
KIRKSEY'S SPRINT PRINTING	24.95	529146
REPUBLIC SERVICES # 862	5,563.52	529256
ODP BUSINESS SOLUTIONS, LLC	632.47	529290
AMAZON CAPITAL SERVICES	159.28	529292
MASSEY SERVICES INC	1,800.00	529302
JUVENILE PROBATION DEPT.		8,996.49*
WILLIE DAVIS	282.10	529114
SAM HOUSTON STATE UNIVERSITY	265.00	529159
CHERYL TARVER	168.00	529182
UNITED STATES POSTAL SERVICE	24.84	529197
JUVENILE DETENTION HOME		739.94*
ENTERGY	6,148.15	529138
S.E. TEXAS BUILDING SERVICE	2,146.15	529167
VANSCHUCA SANDERS-CHEVIS	500.00	529217
AI FILTER SERVICE COMPANY	299.00	529236
INDUSTRIAL & COMMERCIAL MECHANICAL	1,561.04	529240
REPUBLIC SERVICES # 862	519.60	529256
BIG THICKET PLUMBING INC	1,428.75	529269
BAK GLOBAL LLC	200.00	529293
CONSTABLE PCT 1		12,802.69*
UNITED STATES POSTAL SERVICE	206.54	529197
GOT YOU COVERED WORK WEAR & UNIFORM	240.91	529284
ODP BUSINESS SOLUTIONS, LLC	19.06	529290
CONSTABLE-PCT 2		428.39*
THIRD COAST TINT	250.00	529223
CONSTABLE-PCT 4		250.00*
DISH NETWORK	106.38	529219
CONSTABLE-PCT 6		106.38*
COCOMO JOE'S	30.00	529129
UNITED STATES POSTAL SERVICE	15.63	529197
HIGGINBOTHAM INSURANCE AGENCY INC	142.00	529252
AMAZON CAPITAL SERVICES	189.38	529292
CONSTABLE PCT. 7		377.01*
SILSBEE FORD INC	3,075.38	529249
AGRICULTURE EXTENSION SVC		3,075.38*
CASH ADVANCE ACCOUNT	394.12	529145
DAVID OATES	117.70	529258
WALMART CAPITAL ONE	73.86	529282
HEALTH AND WELFARE NO. 1		585.68*
CITY OF BEAUMONT	40.00	529118
ENTERGY	140.00	529141
UNITED STATES POSTAL SERVICE	64.04	529197
HEALTH AND WELFARE NO. 2		244.04*
ENTERGY	71.08	529142
UNITED STATES POSTAL SERVICE	19.75	529197
VECTOR SECURITY	134.85	529265
NURSE PRACTITIONER		225.68*
BAK GLOBAL LLC	100.00	529293
INDIGENT MEDICAL SERVICES		100.00*

PGM: GMCOMMV2	DATE 06-17-2025	PAGE: 6
NAME	AMOUNT	CHECK NO. 27 TOTAL
LOCAL GOVERNMENT SOLUTIONS LP	4,048.00	529222
MAINTENANCE-BEAUMONT		4,048.00*
BILL CLARK BUGSPERTS	657.00	529127
CASH ADVANCE ACCOUNT	1,163.25	529145
M&D SUPPLY	48.11	529147
SANITARY SUPPLY, INC.	1,997.16	529161
ACE IMAGEWEAR	233.82	529164
WORTH HYDROCHEM OF THE GULF COAST	290.00	529181
REPUBLIC SERVICES # 862	1,558.80	529256
CINTAS CORPORATION	161.50	529259
MASSEY SERVICES INC	326.00	529302
TRIANGLE ART AND FRAME UNLIMITED	701.00	529303
MAINTENANCE-PORT ARTHUR		7,136.64*
ENTERGY	5,267.85	529138
LOWE'S HOME CENTERS, INC.	422.43	529201
COUNTY HOME AND RANCH LP	289.60	529235
DTNY DIGITAL IMPRESSIONS INC	151.00	529263
CHARTER COMMUNICATIONS	116.00	529287
PARKER'S BUILDING SUPPLY	231.39	529291
MAINTENANCE-MID COUNTY		6,478.27*
ENTERGY	2,325.14	529138
SANITARY SUPPLY, INC.	358.48	529161
SETZER HARDWARE, INC.	9.69	529163
S.E. TEXAS BUILDING SERVICE	2,958.32	529167
W. JEFFERSON COUNTY M.W.D.	100.49	529180
RUTTY & MORRIS LLC	680.00	529220
REPUBLIC SERVICES # 862	83.13	529256
SERVICE CENTER		6,515.25*
SPIDLE & SPIDLE	8,614.92	529115
CINTAS, INC.	102.41	529124
HI-LINE	2,349.75	529143
J.K. CHEVROLET CO.	30.92	529144
PHILPOTT MOTORS, INC.	315.35	529151
VOYAGER FLEET SYSTEM, INC.	27,247.06	529206
BUMPER TO BUMPER	2,037.44	529209
AIRPORT GULF TOWING LLC	150.00	529213
AMERICAN TIRE DISTRIBUTORS	610.20	529224
MIGHTY OF SOUTHEAST TEXAS	62.90	529234
ADVANCE AUTO PARTS	168.83	529245
SILSBEE FORD INC	1,782.84	529249
REPUBLIC SERVICES # 862	83.13	529256
MIDNIGHT AUTO	99.95	529261
THE GOODYEAR TIRE & RUBBER COMPANY	4,968.00	529270
VETERANS SERVICE		48,623.70*
UNITED STATES POSTAL SERVICE	1.25	529197
MOSQUITO CONTROL FUND		1.25*
W.W. GRAINGER, INC.	32.26	529136
ENTERGY	486.51	529138
REPUBLIC SERVICES # 862	83.13	529256
O'REILLY AUTO PARTS	32.94	529271
JUVENILE PROB & DET. FUND		634.84**
VERIZON WIRELESS	65.67	529195
AMERICAN SCREENING CORPORATION	3,000.00	529238
GRANT A STATE AID		3,065.67**
PEGASUS SCHOOL	14,095.08	529150
BI INCORPORATED	1,121.20	529190
COMMUNITY SUPERVISION FND		15,216.28**

PGM: GMCOMMV2	DATE 06-17-2025	PAGE: 7
NAME	AMOUNT	CHECK NO. 28 TOTAL
SAM HOUSTON STATE UNIVERSITY	580.00	529159
UNITED STATES POSTAL SERVICE	53.13	529197
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	529222
JCCSC	500.00	529233
CHARTER COMMUNICATIONS	130.83	529288
ODP BUSINESS SOLUTIONS, LLC	644.03	529290
BAK GLOBAL LLC	200.00	529293
		9,072.99**
SHERIFF'S TRAINING GRANT		
LEAN SERVICES LLC	850.74	529251
		850.74**
LAW OFFICER TRAINING GRT		
ENTERGY	295.10	529138
ODP BUSINESS SOLUTIONS, LLC	785.48	529290
		1,080.58**
SCAAP GRANT		
CDW COMPUTER CENTERS, INC.	735.16	529186
ODP BUSINESS SOLUTIONS, LLC	599.98	529290
		1,335.14**
COUNTY RECORDS MANAGEMENT		
UNITED STATES POSTAL SERVICE	.69	529197
		.69**
HOTEL OCCUPANCY TAX FUND		
CINTAS, INC.	82.49	529124
M&D SUPPLY	117.48	529147
AT&T	112.68	529173
TRIANGLE BLUE PRINT CO., INC.	22.00	529176
UNITED STATES POSTAL SERVICE	13.35	529197
SHERWIN-WILLIAMS	20.69	529227
REPUBLIC SERVICES # 862	83.13	529256
GEORGE WEST	27.30	529286
		479.12**
AIRPORT FUND		
ENTERGY	13,462.05	529140
DISH NETWORK	124.39	529218
REPUBLIC SERVICES # 862	785.66	529256
TITAN AVIATION FUELS	56,787.10	529272
		71,159.20**
SE TX EMP. BENEFIT POOL		
NEUROMUSCULAR CORPORATE SOLUTIONS	16,650.00	529273
LIVINITI LLC	296,416.42	529304
RXCOMPASS LLC	19,068.00	529305
		332,134.42**
SETEC FUND		
REPUBLIC SERVICES # 862	3,515.00	529256
		3,515.00**
LATCF FEDERAL GRANT		
CENTRALSQUARE TECHNOLOGIES LLC	1,890.00	529298
		1,890.00**
LANGUAGE ACCESS FUND		
MASTERWORD SERVICES, INC	404.79	529285
RUBEN ZAPATA	400.00	529295
		804.79**
ARPA CORONAVIRUS RECOVERY		
TIDAL BASIN GOVERNMENT CONSULTING	15,170.00	529276
CITY OF NOME	544,576.58	529299
BRAVE/ARCHITECTURE INC	130.20	529301
		559,876.78**
ELECTION SECURITY GRANT		
STEEPMEADOW SOLUTIONS, LLC	8,930.92	529283
		8,930.92**
GLO DISASTER RECOVERY		

PGM: GMCOMMV2	DATE	PAGE: 8
	06-17-2025	
NAME	AMOUNT	CHECK NO. 29 TOTAL
MK CONSTRUCTORS	151,782.62	529241 151,782.62**
GUARDIANSHIP FEE		
KATY LEIGH CORCORAN	300.00	529225 300.00**
MARINE DIVISION		
ENTERGY	686.76	529138
TRI-CON, INC.	11,258.79	529179
ADVANCED SYSTEMS & ALARM SERVICES,	291.00	529188
LOWE'S HOME CENTERS, INC.	669.20	529201
VECTOR SECURITY	54.52	529265
ODP BUSINESS SOLUTIONS, LLC	259.58	529290 13,219.85**
SHERIFF - COMMISSARY		
COOK'S CORRECTIONAL	1,234.44	529199
WALMART CAPITAL ONE	1,034.59	529282 2,269.03**
		1,533,182.33***

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
 3535 CALDER AVE., SUITE 300
 BEAUMONT, TEXAS 77706
 PHONE: (409) 833-9182
 FAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

June 9, 2025

Via Email

Jefferson Co. Commissioners Court
 c/o Hon. Jeff Branick, County Judge
 Jefferson County Courthouse
 1001 Pearl St.
 Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 3
 Extension for Filing Annual Audit Report (FY 2023-24)
 B&O File No. 86971

Dear Judge Branick and County Commissioners,

Be advised that the Board of Commissioners for Jefferson County Emergency Services District No. 3 (the "District") has retained an independent accountant who is currently in the process of auditing the District's accounts and records for the fiscal year 2023-24 and preparing a report for same, which, upon completion, is to be filed with the Jefferson County Commissioners Court in accordance with Section 775.082(b) of the Texas Health & Safety Code.

Pursuant to Section 775.082(d) of the Texas Health & Safety Code, we respectfully request that the District be allowed a thirty (30) day extension from the June 1, 2025 deadline during which to file its 2023-24 audit report. *See* Tex. Health & Safety Code § 775.082(b), (d). If the foregoing extension request is approved, the District's audit report for the fiscal year 2023-24 would be due on or before July 1, 2025.

Thank you in advance for your consideration of the foregoing request, and please advise if you have any questions or require additional information.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.



By: _____
 Joshua C. Heinz

JCH/jcr

Hon. Jeff Branick
June 9, 2025
Page - 2 -

cc: **Via Email**
 Mr. Fred Jackson
 County Judge's Office
 Jefferson County Courthouse
 1001 Pearl St.
 Beaumont, Texas 77701

Via Email
 Jefferson Co. ESD No. 3
 Doug Saunders
 Daniel Diaz
 Mary Ellen Robertson, Accountant

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
 3535 CALDER AVE., SUITE 300
 BEAUMONT, TEXAS 77706
 PHONE: (409) 833-9182
 FAX: (409) 833-8819

Joshua C. Heinz

jheinz@benoxford.com

June 9, 2025

Via Email

Jefferson Co. Commissioners Court
 c/o Hon. Jeff Branick, County Judge
 Jefferson County Courthouse
 1001 Pearl St.
 Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 4
 Extension for Filing Annual Audit Report (FY 2023-24)
 B&O File No. 87102

Dear Judge Branick and County Commissioners,

Be advised that the Board of Commissioners for Jefferson County Emergency Services District No. 4 (the "District") has retained an independent accountant who is currently in the process of auditing the District's accounts and records for the fiscal year 2023-24 and preparing a report for same, which, upon completion, is to be filed with the Jefferson County Commissioners Court in accordance with Section 775.082(b) of the Texas Health & Safety Code.

Pursuant to Section 775.082(d) of the Texas Health & Safety Code, we respectfully request that the District be allowed a thirty (30) day extension from the June 1, 2025 deadline during which to file its 2023-24 audit report. *See* Tex. Health & Safety Code § 775.082(b), (d). If the foregoing extension request is approved, the District's audit report for the fiscal year 2023-24 would be due on or before July 1, 2025.

Thank you in advance for your consideration of the foregoing request, and please advise if you have any questions or require additional information.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____
 Joshua C. Heinz

JCH/jcr

Hon. Jeff Branick
June 9, 2025
Page - 2 -

cc: **Via Email**
Mr. Fred Jackson
County Judge's Office
Jefferson County Courthouse
1001 Pearl St.
Beaumont, Texas 77701

Via Email
Jefferson Co. ESD No. 4
Sandra Melton, Treasurer
David Stacey, District Chief
Mary Ellen Robertson, Accountant

Texas Commission on Environmental Quality
CONTRACT SIGNATURE PAGE

Contract Name: Jefferson County LEPC
Contract Number: 582-25-03015
Performing Party: Jefferson County
Performing Party Identification Number: 17460002912
Maximum Authorized Reimbursement: \$18,000.00
Effective Date: ☐ 09/01/2025 ☒ Date of last signature
Expiration Date: ☒ 08/31/2026 ☐ Last day of Fiscal Year in which the Contract was effective.
☐ If checked, this Contract requires matching funds. Match Requirement:
☐ If checked, this Contract is funded with federal funds.

Assistance Listing Number:
Federal Grant Number:

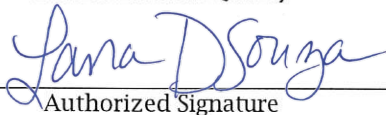
This Contract is entered under:

☐ Gov't Code Ch. 771 (Interagency) ☒ Gov't Code Ch. 791 (Interlocal)
☐ Water Code § 5.229 (Intergovernmental) ☒ Water Code § 5.124 (Grant)

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a state agency or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct contract activities as part of its own authorized governmental functions and TCEQ will reimburse allowable costs subject to the Texas Grant Management Standards (TxGMS) and this Contract. TCEQ reimbursements will be from current revenues available to TCEQ.

**Texas Commission on
Environmental Quality**

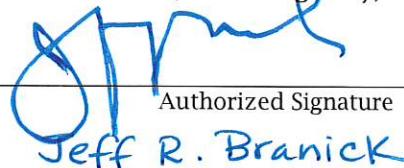

Authorized Signature

Lana D'Souza
Printed Name

Radioactive Materials Compliance and Chemical
Reporting Manager
Title

5/15/2025
Date

**Jefferson County
(Performing Party)**


Authorized Signature
Jeff R. Branick

Printed Name

County Judge
Title

5-13-2025
Date

Mohammad Wasig CTCD, CTCM on behalf of Yvette Owens
Procurements & Contracts Representative

Yvette Owens, CTCD, CTCM
Printed Name

05/15/2025
Date

CONTRACT DOCUMENTS LIST

This Contract between TCEQ and Performing Party consists of the Contract documents listed on this page and any Contract documents added through amendments. In the event of a conflict of terms, conditions, or requirements the Contract documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. The Contract documents, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

- Contract Signature Page
- Contract Documents List (this page)
- Special Terms and Conditions
- Scope of Work
- General Terms and Conditions
- Notices, Project Representatives and Records Locations
- TCEQ Approved Grant Application and Budget (incorporated by reference)
- Attachment A - Release of Claims
- Attachment B - Budget Revision Request (BRR)
- Attachment C - Financial Status Report (FSR)

SPECIAL TERMS AND CONDITIONS

1. ARTICLE 1. SPECIAL CONDITIONS

The Performing Party agrees to these Special Conditions.

2. ARTICLE 2. DEFINITIONS

Unless defined herein, terms in this Agreement will have their plain meaning. The following terms have the meanings indicated.

- 2.1. **Approved Grant Application-** The grant application submitted by the Performing Party listing the requested grant activities proposed for grant funding, including any amendments or supplemental conditions added to the application. The Application is used to develop the Scope of Work of this contract. In case of conflict between the application and the Scope of Work, the Scope of Work will take precedence.
- 2.2. **Approved Grant Application Summary-** The contract document listing the Grant Activities from the Approved Grant Application that have been approved for funding, also referred to in this contract as the Scope of Work.
- 2.3. **Financial Status Report (FSR) -** Form and supporting documentation tracking overall budget compliance and documenting expenditure of grant funds. This term may be used interchangeably with Request for Reimbursement for projects where funds have been advanced to the Performing Party.
- 2.4. **Grant Activities -** activities the Performing Party has agreed to perform under this contract that are detailed in the Scope of Work.
- 2.5. **Request for Reimbursement (RFR) -** Forms and documentation required to be submitted in order to receive reimbursement for allowable costs incurred and paid by the Performing Party, also referred to in this contract as an "invoice." For grants where advance payments have been provided, this term is synonymous with Financial Status Report (FSR).

3. ARTICLE 3. ADVANCE PAYMENT

- 3.1. The TCEQ may provide the funds in advance of the Performing Party's incurring anticipated costs of Contract Activities (Advance Payment).
- 3.2. By making Advance Payments, the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after any advance payment request additional evidence concerning costs. The TCEQ may audit the records of the Performing Party and may also audit the Performing Party's performance as to any Contract activity and any other Contract requirement.
- 3.3. Advance Payments are conditioned on the approval of a FSR. If the FSR does not demonstrate Performing Party has complied with the Contract requirements, the TCEQ may withhold approval or reject the FSR.
- 3.4. If the Performing Party falls behind in the schedule of the Grant Activities or fails to utilize the amount of any Advance Payment, the TCEQ may reduce the

amount of the next Advance Payment by a comparable sum or require the return of previously advanced funds.

- 3.5. All Advance Payments must be expended by August 31, 2026. Any unspent Advance Payment must be returned to the TCEQ within 45 days of the Contract's expiration or upon written request by TCEQ within 30 days after receipt of notice by the Performing Party, whichever occurs first.
- 3.6. Performing Party may, but is not required to, place Advanced Payments into an interest-bearing account. If Advanced Payments are placed into an interest-bearing account, Performing Party may apply up to one hundred dollars (\$100.00) of accrued interest towards administrative expenses. Accrued interest in excess of one hundred dollars (\$100.00) is considered program income and must be returned to TCEQ with in the same manner as unspent Advance Payment.

4. ARTICLE 4. ELIGIBILITY FOR COST REIMBURSEMENT

- 4.1. The TCEQ will reimburse the Performing Party for those costs which are eligible for reimbursement in accordance with all requirements of this Contract. Costs are considered eligible for reimbursement when the TCEQ, in its sole discretion, determines that the costs are the reasonable, necessary, actual, and allowable costs of implementing the Grant Activities approved by the TCEQ. Costs must be included in the Scope of Work to be eligible for reimbursement. Determinations of eligibility for reimbursement are solely within the discretion of the TCEQ.

Procurement

- 4.2. Procurements financed by grant funds must comply with all applicable state purchasing law as well as the grant agreement.

Reasonable Costs

- 4.3. To be reimbursable, a cost must be reasonable. Criteria for determining reasonableness of costs include the following:
 - 4.3.1. Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the Performing Party's business or the performance of the Grant Activities.
 - 4.3.2. Generally accepted sound business practices, competitive procurement, arm's length bargaining, and Federal and State laws and regulations.
 - 4.3.3. The Performing Party's responsibilities to the TCEQ, other customers, the owners of the business, employees, and the public at large; and
 - 4.3.4. Any significant deviations from accepted industry-established practices.
- 4.4. In general, for the cost of the Performing Party's goods and services to be reasonable, they must be procured through a competitive process in which bids, quotes, or proposals are solicited from an adequate number of qualified suppliers.
 - 4.4.1. Where competition is not feasible, TXGMS permits non-competitive

procurement under the following circumstances:

- (1) the item is available only from a single source.
- (2) the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- (3) the awarding agency or pass-through entity expressly authorizes noncompetitive proposals; or
- (4) after solicitation of a number of sources, competition is determined inadequate.

- 4.4.2. For non-competitively procured items, the reasonableness of the Performing Party's costs must be established through a price analysis, which the Performing Party shall submit to the TCEQ upon request. A price analysis analyzes a vendor's price in comparison to other market prices for similar goods and services. A price analysis should compare at least three vendors' prices. For non-competitively procured items, the Performing Party must perform a cost analysis analyzing the vendor's costs to produce the goods & services, which the Performing Party shall submit to the TCEQ upon request.

Necessary Costs

- 4.5. Necessary costs include costs which are directly attributable to the implementation of the Grant Activities and must be included in the original application and the Scope of Work.

Actual Costs

- 4.6. The criteria for actual costs include:
- 4.6.1. the direct costs paid for implementing the Grant Activities; or
 - 4.6.2. the true price charged by a vendor/contractor to the Performing Party for implementing the Grant Activities.
- 4.7. Unless expressly authorized by the TCEQ, actual costs do not include:
- 4.7.1. amounts which the Performing Party owes or agrees to pay the vendor or contractor for any purpose other than the implementation of Grant Activities.
 - 4.7.2. amounts in the charges which the vendor/contractor intends to return to the Performing Party in the form of cash, goods, services, gifts, intangibles, discounts or any other items of value; and
 - 4.7.3. amounts which are reimbursed by other public sources or for which tax credits or other public financial incentives are received by the Performing Party.
- 4.8. The Performing Party's and its subcontractors' documentation of expenses is required under the General Conditions.

Allowable Costs

- 4.9. In order to be allowable, costs must be included in the Scope of Work, and

must satisfy the requirements of this Contract, the TXGMS, state agency rules, and all applicable state and federal laws.

- 4.10. If travel costs are authorized in the Scope of Work, reimbursement of travel costs may not exceed the amounts explained in this section.
- 4.10.1. Reimbursement for lodging and meals within the State of Texas is to be equal to the rates allowed for state employees under the State of Texas Travel Allowance Guide.
 - 4.10.2. Reimbursement for lodging and meals when traveling outside of the State of Texas is to be equal to the rates allowed for state employees under the State of Texas Travel Allowance Guide and may not exceed the maximum established in the federal General Services Administration travel regulations.
 - 4.10.3. Mileage reimbursement rates are also established in the State of Texas Travel Allowance Guide.
 - 4.10.4. Expenses for lodging and meals are limited to only actual expenses and must be supported by receipts to be reimbursable.

Indirect Costs

- 4.11. Indirect costs are not reimbursable under the terms of this Contract.

Preapproval of Costs

- 4.12. If the specific details of costs to be incurred under the "Travel," "Equipment," "Contractual," or "Other" costs categories are not already explained in the Scope of Work, then prior to incurring those costs, the Performing Party must submit revised forms to show those details and receive authorization from the TCEQ for those expenses.
- 4.13. Upon TCEQ request, prior to signing a subcontract to be funded under this Contract, the Performing Party must submit the subcontract to the TCEQ for review and must receive approval from the TCEQ before entering into the subcontract.

Additional Evidence

- 4.14. The TCEQ may at any time before or after receiving invoices, as necessary in its sole discretion, request additional evidence concerning costs.

Additional Criteria for Reimbursement

- 4.15. The TCEQ may at any time, in its sole discretion, establish additional criteria and requirements for reimbursement of costs as serves the best interest of the State.

Costs in Scope of Work are Maximum Amounts, Not a Guarantee

- 4.16. Amounts of costs stated in the Scope of Work are maximum amounts of reimbursement. By stating the amounts, the TCEQ does not 1) guarantee payment of those amounts or 2) waive the requirements for invoicing which must subsequently and continually be satisfied by the Performing Party. The amount of costs for which invoices may be submitted is the lesser of 1) the costs stated in the Scope of Work or 2) the actual eligible costs.

No Entitlement to Funds

- 4.17. The Performing Party has a continuing obligation to satisfy the requirements for reimbursement. Neither a request for reimbursement nor the TCEQ's payment of reimbursement nor any other action will establish an entitlement in the Performing Party to payment from the TCEQ.
- 4.18. By paying a request for reimbursement or advancing funds, the TCEQ does not waive any requirements for the reimbursement of costs. The TCEQ may at any time before or after reimbursement, in its sole discretion, request additional evidence concerning costs. The TCEQ may audit the records of the Performing Party and may also audit the Performing Party's performance as to the Grant Activities, and the Administrative Requirements.

5. ARTICLE 5. REQUEST FOR REIMBURSEMENT

- 5.1. In order to receive reimbursement for eligible expenses and document expenditure of advanced funds, the Performing Party shall submit monthly, a completed TCEQ Request for Reimbursement (RFR) form, to be made available to the Performing Party by the TCEQ. The RFR shall be submitted no later than 15 days after the end of the following month. Each RFR shall be accompanied by a properly completed FSR for each activity for which reimbursement is requested. For a RFR solely documenting expenditure of advanced funds and not requesting payment, only submission of an FSR is necessary. The request and forms shall be submitted electronically via email to LEPCGRANTS@tceq.texas.gov and to Brittany.McMillen@tceq.texas.gov.
- 5.2. All RFR's shall be completed on forms provided by the TCEQ. The report shall also list and explain any additional financial incentive received by the Performing Party that directly offsets the activity costs reported by the PERFORMING PARTY, including tax credits or deductions, other grants, or any other public financial assistance.
- 5.3. If not previously required to be submitted prior to execution of this Contract, a properly completed Texas Application for Payee Identification Number must be completed and submitted with the first invoice, or prior to request for advanced funds.
- 5.4. A final RFR, indicating in the appropriate box that it is the final request, shall be submitted to the TCEQ by no later fifteen (15) days after the date listed in Article 4.5 of the Special Terms of this Contract.
- 5.5. All RFR's shall contain sufficient identification of and information concerning the costs incurred and paid so as to enable the TCEQ to ascertain the eligibility of a particular cost and to enable subsequent audit thereof. Supporting documentation materials, as directed by the TCEQ in the instructions accompanying the forms, shall be attached to the report forms to clearly show that the cost was incurred and paid.
- 5.6. If an RFR does not satisfactorily demonstrate the accomplishment of the required tasks, or that costs are allowable, eligible, actual, and incurred and paid costs, the TCEQ may reject the RFR, or FSR in the case of advanced funds, until such time as the deficiencies have been corrected. Satisfactory accomplishment of a task is within the judgment of the TCEQ; however, such

judgment must be reasonable.

- 5.7. The TCEQ is not obligated to make payment until the RFR is approved by the TCEQ. Further, the TCEQ reserves the right to suspend or withhold all or part of a payment or all payments as authorized by the Contract.
- 5.8. All RFR's under this Contract shall be submitted in accordance with the requirements set forth in this Contract. Such submittals shall contain sufficient detail for audit thereof.
- 5.9. The TCEQ may at any time before or after approval of the RFR or FSR, as necessary in its sole discretion, request additional evidence concerning costs.
- 5.10. The reimbursement of funds is contingent upon the Performing Party's satisfactory adherence to the terms of this Contract. Failure to adhere to the terms of this Contract, in particular those requirements concerning progress and financial reporting or the documentation of reported expenditures, shall be grounds for the TCEQ to: suspend payments pending the Performing Party's satisfactory completion, revision, or correction of services or reports; request return of unexpended advanced funds; or for termination of this Contract in accordance with the General Conditions and for such other remedies as are allowed by law.
- 5.11. Required Forms: The Performing Party, and any subcontractor or subrecipient if any, in order to obtain reimbursement for those expenditures authorized under this Contract, shall submit, pursuant to the Grant Activities, a fully completed and legible:
 - 5.11.1. Progress Report.
 - 5.11.2. Reimbursement Forms, including an FSR.
 - 5.11.3. Supplemental Request for Reimbursement Form(s) for those budget categories with expenses; and
 - 5.11.4. Release of Claims (the PERFORMING PARTY only and only with final RFR).

Reimbursement Forms

- 5.12. Request for Reimbursement: Each filed TCEQ RFR shall contain sufficient identification of, and information concerning, the costs incurred so as to enable the TCEQ to ascertain the eligibility of a particular expenditure and to enable subsequent audit thereof. Each RFR shall indicate, for each budget category the Performing Party's project expenditures for the period in question, the cumulative expenditures with respect to each budget category, and the balance remaining in each budget category following reimbursement of the amount being requested.
- 5.13. Historically Underutilized Business (HUB): The Performing Party will use its best efforts to provide opportunities for HUBs to participate in subcontracting under this Contract. The Performing Party must notify the TCEQ of the steps it has taken to provide opportunities for HUBs to participate, and the extent to which HUBs are being utilized as subcontractors under this Contract.

- 5.14. Required Documentation: When the Performing Party is required to attach source documentation for a reimbursable cost that documentation shall:
- 5.14.1. be legible.
 - 5.14.2. identify the specific equipment received or the services provided.
 - 5.14.3. clearly identify the vendor or subcontractor who provided the equipment or services (the Performing Party shall require all subcontractors to use the Financial Status Report forms and Request for Reimbursement forms to file for reimbursement of services and equipment); and
 - 5.14.4. confirm the reimbursable amount listed on the form.

The documentation shall consist of a dated invoice that shows the amount billed to the Performing Party, any "past due" amount from previous invoices, and explanation of services provided. The Performing Party or subcontractor must provide any other documentation requested by the TCEQ. Although canceled checks represent the preferred types of documentation for purposes of this section, the Performing Party or subcontractor may substitute/attach other records or documents that provide the same type of information, such as issued purchase orders and/or invoices marked "received/paid," or other evidence of payment. The Performing Party or subcontractor shall not intentionally break up single orders of identical or similar items, materials, or supplies simply for the purpose of avoiding the above requirement to provide confirming documentation when submitting reimbursement requests to the TCEQ.

- 5.15. Vendor or Sub-grantee Services Not Procured Using Price Competition: Information detailing the expenses incurred shall be submitted along with an explanation of the services provided. For any expenses (goods or services) which are not procured using price competition, the Performing Party must perform a price or cost analysis to determine the reasonableness of the price and maintain documentation of such analysis which shall be produced to the TCEQ upon request.
- 5.16. All requests for reimbursement of expenditures that fall within either the Personnel/Salary categories of the Scope of Work, if authorized and included, shall be itemized by the Performing Party or subcontractor.
- 5.16.1. Personnel/Salary: No supporting documentation is required to be attached invoice with respect to reported "Personnel/Salary" expenditures on the invoice. The Performing Party or subcontractor is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time being directly billed to this Contract.
- 5.17. Travel: If employee travel costs are authorized and included in the Scope of Work, all costs listed in the invoices must be documented with information that identifies the name of the traveler(s), dates of travel, purpose/location of travel, costs for meals, transportation, and lodging to substantiate the reported reimbursable costs. If TCEQ waives the requirement for submitting the following travel documentation with the RFR, documentation which must

be maintained by the Performing Party or subcontractor and made available during an on-site audit/monitoring visit, or upon request, for the purpose of substantiating travel-related costs, includes the following: (1) legible copies of the Performing Party- or subcontractor-approved travel vouchers, or other equivalent documentation, signed by the employees who traveled; and (2) any travel-related expenses under this Contract borne directly by the Performing Party or subcontractor (and for which reimbursement by the Performing Party to the traveler was not required). Receipts should be separate and show, at a minimum, the traveler's name, the travel location, and the travel date(s).

- 5.18. All FSR's with expenditures that fall within the Equipment, Supplies, Other, Contractual, and Construction categories of the Scope of Work shall be itemized by the Performing Party or subcontractor on the FSR. In addition, the Performing Party or subcontractor shall attach, for each reimbursable cost listed, documentation as specified in the Required Documentation paragraph in this section.
- 5.19. The TCEQ may reject requests for reimbursement that fail to demonstrate that costs are eligible for reimbursement or which fail to conform to the requirements of the Contract.
- 5.20. In determining the amount of the final payment, the TCEQ may withhold from reimbursement the amount of any over payment and any reasonable amount until the TCEQ is satisfied that all conditions and requirements are completed and accepted.
- 5.21. All FSR's must be signed by an authorized representative of the Performing Party.
- 5.22. Documentation of Project Expenses. The Performing Party shall maintain accurate and detailed documentation to evidence the payment of expenses. The Performing Party shall provide such documentation upon request and for any audit purposes. This documentation shall be maintained for at least three (3) years after the end of this Contract.

6. ARTICLE 6. LEVEL OF EFFORT CERTIFICATION AND PERSONNEL ELIGIBILITY LIST

6.1 General Term and Condition 4.3 is removed in its entirety. The Performing Party will not seek reimbursement of salary or wages under this Contract.

6.2 General Term and Condition 4.2 is removed in its entirety. The Performing Party will not seek reimbursement of salary or wages under this Contract.

Scope of Work

582-25-03015

I. Facts and Purpose

The Texas Commission on Environmental Quality (TCEQ) proposes to grant Jefferson County Local Emergency Planning Committee (LEPC) funding to purchase goods and services listed in **Table 1. Approved Purchase List** to allow the LEPC to establish, maintain, and/or improve their implementation of Emergency Planning and Community Right-to-Know Act (EPCRA).

Purchases must be made in accordance with the application amounts and quotes attached in the Approved Grant Application. **Any purchases that differ from the quotes submitted must be approved in writing by the TCEQ Grant Manager prior to purchase.** If this process is not followed the item may no longer be approved. This will also be documented on the evaluation and used during future grant rounds to evaluate applications.

A formal, written approval from the TCEQ Grant Manager will be required if new items are added to **Table 1. Approved Purchase List**. The LEPC must retain documentation of these purchases and submit them with the Quarterly Financial Status Reports (FSR).

Table 1. Approved Purchase List

Item Number	Budget Category	Item Description	Cost Per Unit	Quantity	Total
1	Travel	TDEM conference travel	\$1,650.00	4	\$6,600.00
2	Training	TDEM registration	\$350.00	4	\$1,400.00
3	Equipment	Radios	\$5,000.00	2	\$10,000.00
				Total:	\$18,000.00

If the total approved funding for an item is less than the amount requested in the original grant application, then the grantee agrees and acknowledges that the remaining cost for purchase of the item is the sole responsibility of the grantee.

II. Schedule of Financial Status Reports (FSRs):

- a) An initial Financial Status Report must be submitted within 30 days of the final signature of the Contract. The initial FSR allows TCEQ to award funding in advance.
- b) Quarterly Financial Status Reports must be completed for each of the reporting periods specified below. The first quarterly report will have the same effective date as the Contract and match the end date of the applicable quarter. For example, if your contract is effective on March 25,

your first quarterly report will be from March 25 to May 31 and due on June 15. Once the final FSR is submitted no further reports will be required. The final report must be conspicuously marked final with a minimum of box six on the FSR checked as final.

<u>Reporting Period</u>	<u>Dates</u>	<u>Due by</u>
1	June 1 to August 31	September 15
2	September 1 to November 30	December 15
3	December 1 to February 28/29	March 15
4	March 1 to May 31	June 15

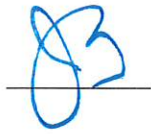
During this grant round all purchases must take place between the Contract effective date and August 31, 2026.

All Terms and Conditions listed in this Contract must be followed. **It is the responsibility of the grantee to adhere to all Contract Terms and Conditions.** This Scope of Work does not override any of the Terms and Conditions listed in this Contract.

III. Description of Deliverables

Grantee must initial next to each line item as indication of understanding and agreement to complete each deliverable.

-  a. Purchase items in Table 1. Approved Purchase List in accordance with the grant application. Any **deviations must be approved**, in writing, by the TCEQ Grant Manager **PRIOR** to purchase.
-  b. Effectively communicate with the TCEQ Grant Manager regarding any questions, comments, issues, or deficiencies.
-  c. Submit FSRs in accordance with the Schedule of Financial Status Reports (Section III. Timeline of Deliverables). FSRs must be accompanied by supporting documentation including, but not limited to, receipts, training certificates, invoices, and proof of purchase. The TCEQ reserves the right to request FSRs more frequently than quarterly.
-  d. Retain all documentation associated with this grant application and all FSRs submitted to TCEQ as part of this Contract. Documentation must be available upon request from the TCEQ Grant Manager.
-  e. **Travel Expenses:** All travel expenses must take place during the purchasing period. Travel expenses can only be funded for actual costs. No flat rate per diem will be allowed. All expenses charged to this grant must have itemized receipts documenting the actual expenditures. This includes hotel, meal, and fuel receipts. Any meal receipts without an itemized list of what was actually



purchased may require additional documentation detailing what was purchased or be denied.

- f. All funds must be expended or returned to the TCEQ in accordance with the deadlines stated within Article 3.5 of the Special Terms and Conditions of the Contract.

IV. Timeline of Deliverables

- a. **Any changes to the approved purchase list must be approved in writing by the TCEQ Grant Manager prior to purchase under all circumstances.**
- b. **Submit initial FSR to allow upfront funding:** 30 days after date of last signature on the Contract.
- c. **Quarterly FSR Due:** by September 15, 2025
- d. **Quarterly FSR Due:** by December 15, 2025
- e. **Quarterly FSR Due:** by March 15, 2025
- f. **Quarterly FSR Due:** by June 15, 2026
- g. **Quarterly FSR Due:** by September 15, 2026
- h. **Purchasing deadline:** by August 31, 2026
- i. **Contract End Date:** August 31, 2026

V. TCEQ Responsibilities/Designation of Staff

A. TCEQ responsibilities:

- Review all FSRs and request any edits necessary for approval.
- Complete a performance evaluation after the Contract is closed out.

B. Designation of staff

- Brittany McMillen, (512) 239-5073 or Brittany.McMillen@tceq.texas.gov, will be the TCEQ Grant Manager and point of contact for this Contract. Other TCEQ staff will be available in her absence and can be reached at LEPCGRANTS@tceq.texas.gov.

GENERAL TERMS AND CONDITIONS
Revised March 28, 2025

1. CONTRACT PERIOD

- 1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31st of the same State of Texas Fiscal Year in which the Contract is signed.
- 1.2. **Written Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment that is signed by both parties.
 - 1.2.1. **Material Changes.** Material changes to the Contract require a written amendment signed by both parties. These amendments take effect when signed by the Performing Party and TCEQ, unless otherwise designated in the amendment. Material changes include the following:
 - 1.2.1.1. Changes in the total amount of funds in the Budget or the Contract;
 - 1.2.1.2. Changes to the Contract's Expiration Date;
 - 1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and
 - 1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.
 - 1.2.2. **Unilateral Amendments.** As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.
 - 1.2.3. **Minor Changes.** The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a written amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders (including Proposals for Grant Activities); or as agreed to elsewhere in the Contract. Performing Party must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change. A copy of the agreed change shall be retained in the appropriate file by both the Performing Party and TCEQ.
 - 1.2.3.1. Minor, non-material changes include:
 - 1.2.3.1.1. Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;
 - 1.2.3.1.2. Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order;

1.2.3.1.3. Changes to the individual tasks/activities in the Scope of Work or Work Order, if applicable, that do not substantially change the obligations of the Parties relative to those tasks/activities;

1.2.4. It is the Performing Party's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

2.1. **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.

2.2. **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement, as amended.

2.2.1. **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds, including appropriation by the Texas Legislature, for the purposes of this Contract or the respective claim, suit or obligation, as applicable. This Contract is contingent on the continuing appropriation of funds, and funds may be limited by the term of each state biennium. Performing Party agrees that if the funds appropriated to the Agency for this grant program are required to be reallocated to fund other federal or state programs or purposes, TCEQ is not liable to pay any remaining balance on this grant. This Contract shall not be construed to create debt against the State of Texas. Performing Party will ensure that this article is included in any subcontract it awards.

2.2.2. **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is not obligated to extend deadlines to match the maximum period of the funding.

2.3. **Abortion Funding Limitation.** Performing Party represents and warrants that payments made by TCEQ to Performing Party and Performing Party's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act, nor by Texas Government Code Chapter 2273 *Prohibited Transactions*.

3. ALLOWABLE COSTS

3.1. **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable allowable costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.

3.2. **TxGMS.** Allowable costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The parties agree that all the requirements of TxGMS apply to this Contract,

including the criteria for allowable costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. REIMBURSEMENT

- 4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its allowable costs incurred in performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ. The invoice must include the Financial Status Report, or if specifically allowed in the Contract, substitute form(s).
- 4.2. **Personnel Eligibility List (PEL).** If TCEQ will be reimbursing salary or wages, Performing Party must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract. The Performing Party must submit an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, Performing Party must immediately submit an updated PEL with a request to amend the Contract.
- 4.3. **Level-of-Effort Reporting.** Performing Party must submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on a percentage of the employee's time performing contract activities. These records must meet the Standards for Documentation of Personnel Expenses in TxGMS or Title 2 Code of Federal Relations (CFR), Section 200.430, as applicable based on whether state or federal money is used by TCEQ to fund the grant activities.
- If TCEQ determines that the records do not comply with the requirements of TxGMS or 2 CFR § 200.430, the Performing Party will work with TCEQ to bring the level of record keeping into compliance. TCEQ may require the Performing Party to complete the attached Level-of Effort Certification (LEC) form. If required, the LEC form must be completed and submitted with each invoice.
- 4.4. **Timesheets.** The Performing Party must retain records of timesheets supporting reimbursement requests for nonexempt employees, which are maintained as part of Performing Party's timekeeping system. Timesheets are not required to be submitted with each request for reimbursement; however, the Performing Party must make timesheets available upon request by TCEQ, as necessary for TCEQ to perform its monitoring requirements and audit purposes.
- 4.5. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
- 4.6. **No Interest for Delayed Payment.** Since the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable for any late payments.
- 4.7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.
- 4.8. **State Agencies/Institutions of Higher Education.** If the Performing Party is a state agency or institution of higher education (IHE), payments must be made via interagency transaction voucher (ITV). Please provide a Recurring Transaction Index (RTI) number on the face of the invoice. If a state agency or IHE Performing Party wishes for payment to be made by a method other than ITV, it must make

arrangements with TCEQ that are acceptable to the Texas Comptroller of Public Accounts and TCEQ.

5. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 5.1. **Audit of Funds.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under this Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor during any audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- 5.2. **Financial Records.** Performing Party shall maintain and retain all records relating to the performance of this Contract including supporting fiscal documents adequate to ensure that claims for funds are in accordance with acceptable State of Texas requirements. These records will be maintained and retained by the Performing Party for a period of four (4) years after the Contract Expiration Date or until all audit, claim, and litigation matters are resolved, whichever is later. The Performing Party must include the substance of this clause in all subawards and subcontracts.
- 5.2.1 The Performing Party must maintain financial records for costs under the Scope of Work in accordance with generally accepted accounting practices.
- 5.2.2 Upon request by TCEQ or its authorized representative, Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit.
- 5.3. **Financial Audit or Program-specific Audit.** If the Performing Party expends more than \$1,000,000 in state grant awards, including this Contract, during its fiscal year, the Performing Party must have an annual independent financial audit conducted or have a program-specific audit conducted, as allowed in TxGMS. All audits must be conducted in accordance with generally accepted government accounting standards (GAGAS) for governmental entities and generally accepted accounting standards (GAAS) for non-governmental entities. A federal single audit may be accepted by TCEQ if it is prepared in accordance with the Uniform Grant Guidance and addresses internal controls and other grant requirements applicable to this Contract's administrative requirements and grant activities. The Performing Party's audit reporting package must be provided to TCEQ as specified in TxGMS.
- 5.4. **Audit Findings.** Performing Party must immediately notify the TCEQ of any audit findings specifically related to this award and provide the TCEQ a copy of such findings within three (3) business days after issuance. By submitting an invoice, Financial Status Report, or other financial reporting documentation, Performing Party certifies that it did not receive audit findings specifically related to this award during the invoicing/reporting period, except for such audit findings Performing Party already provided notice of in accordance with this Article.

6. PERFORMING PARTY'S RESPONSIBILITIES

- 6.1. **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of TCEQ nor as a TCEQ agent or employee. Performing

Party agrees that the Scope of Work is performed at Performing Party's sole risk as to the means, methods, design, processes, procedures, and performance.

- 6.2. **Identification and Flow Down Requirements.** Any subaward from this Contract by the Performing Party to a subrecipient must be clearly identified as a subaward. The Performing Party must flow down applicable Contract requirements to subrecipients and subcontractors.
- 6.3. **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.
- 6.4. **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party. Performing Party represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 6.5. **Performing Party's Responsibilities for Subrecipients.** Performing Party represents and warrants that it will monitor the activities of any subrecipients as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.
- 6.6. **No Third-Party Beneficiary.** TCEQ does not exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers, or other persons or organizations with a contractual relationship with the Performing Party.
- 6.7. **Non-discrimination.** The Performing Party will comply with all state and federal statutes relating to non-discrimination. If the Performing Party is an employer under the Texas Labor Code, it must not discriminate on the basis of race, color, disability, religion, sex, national origin, age, or genetic information in its employment decisions.
- 6.8. **Excluded Parties.** Performing Party represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control. Performing Party will notify TCEQ if it can no longer make this representation.
- 6.9. **COVID-19 Vaccine Passport Prohibition.** Under Texas Health and Safety Code Section 161.0085, Performing Party certifies that it is not ineligible to receive the Contract and will maintain this certification throughout the term of the Contract.
- 6.10. **Cybersecurity Training.** Performing Party shall ensure that any Performing Party representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program certified by the Texas Department of Information Resources (DIR) under Section 2054.519 of the Texas Government Code, when the Contract is executed and annually as applicable.
 - 6.10.1. "Access to TCEQ Computer System or Database" means having a TCEQ network user account or the authorization to maintain, modify, or allow

access control to any TCEQ web page, TCEQ computer system, or TCEQ database.

- 6.10.2. Within seven (7) days after the execution of the Contract, the Performing Party shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the cybersecurity training requirements. For applicable umbrella contracts, Performing Party shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.
- 6.10.3. If a Performing Party representative has previously completed a DIR-certified cybersecurity training during a State of Texas Fiscal Year in which the Contract is effective, Performing Party shall provide evidence that the Performing Party representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract or as applicable, the issuance of a Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.
- 6.10.4. For Contracts that have contract periods that continue beyond August 31st of the State of Texas Fiscal Year in which they are entered, all persons performing work under the Contract shall take cybersecurity training each fiscal year that the Contract remains effective. By August 1st each year, the Performing Party must provide to the TCEQ Contract Manager a list of persons that must complete cybersecurity training during the upcoming State of Texas Fiscal Year. By September 30th, the Performing Party representative must complete the required training and the Performing Party must provide evidence that the training was completed. Performing Party shall also retain the evidence that the training was successfully completed.
- 6.10.5. TCEQ will provide access to the cybersecurity training program. Performing Party is responsible for all other costs associated with their representatives completing the training, including time spent completing the training.
- 6.10.6. Performing Party shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.
- 6.10.7. TCEQ may terminate the Contract for cause if Performing Party fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.
- 6.10.8. TCEQ may terminate the Contract for cause if a Performing Party representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual's TCEQ network user account.
- 6.11. **Prohibited Technologies and Covered Applications.** Performing Party certifies that Prohibited Technologies and Covered Applications will not be used on any of Performing Party's or its employees', contractors', and subcontractors' devices including personally-owned devices, if those devices are used to conduct state business, or access state-owned data or information systems. These devices include cell phones, tablets, desktop and laptop computers, and other internet-

capable devices. "Prohibited Technologies" refers to software, applications, technologies, hardware, equipment, and the aforementioned devices made by the developers or manufacturers on the Prohibited Technologies list located on the Texas Department of Information Resources' website at: <https://dir.texas.gov/information-security/prohibited-technologies>. In addition to the DIR list, TCEQ in its sole discretion may designate additional prohibited technologies. "Covered Applications" refers to TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited, or other social media application or service identified by proclamation of the Governor under Texas Government Code Section 620.005.

- 6.12. **Firearm Suppressor Policy.** Performing Party certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Texas Government Code Section 2.102(a) in an action brought by the Attorney General under Texas Government Code Section 2.104. If Performing Party is currently being sued under Texas Government Code Section 2.104 or is sued under this section at any point during the duration of this Contract, Performing Party agrees to immediately disclose the lawsuit and its posture to TCEQ.

7. TIME AND FORCE MAJEURE

- 7.1. **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract. The Performing Party will submit timely, complete, and accurate deliverables in accordance with the Contract.
- 7.2. **Delays.** Where Performing Party's performance is delayed, except by force majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights. Termination for convenience may be effected even in case of Force Majeure or act of TCEQ.
- 7.3. **Force Majeure.** Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

8. CONFLICT OF INTEREST

- 8.1. Performing Party represents and warrants that in the administration of the Contract, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Texas Local Government Code Chapter 176. If circumstances change during the course of the contract or grant, Performing Party shall promptly notify TCEQ.

Contractor (including Subcontractors) must perform the Work in an unbiased manner. A conflict of interest exists whenever an entity's or person's roles or interests may be in conflict, regardless of whether the conflict results in any actual detriment or deficiency in the entity or person's performance of its duties. Performing Party shall have a policy governing disclosure of actual and potential

conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of any organizational conflicts of interest between Performing Party and its subcontractors or subrecipients under a subaward.

- 8.2. No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

9. DATA AND QUALITY

- 9.1. **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.
- 9.2. **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, or conditions, and ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.
- 9.3. **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to Title 30 Texas Administrative Code (30 TAC) Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 TAC Section 25.6.

10. INTELLECTUAL PROPERTY

- 10.1. **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.

- 10.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify, or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

11. INSURANCE AND INDEMNIFICATION

- 11.1. **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance. Before any Performing Party contractor performs any work at a TCEQ facility, Performing Party shall provide TCEQ a Certificate of Insurance for the contractor's Workers Compensation and Employer's Liability Insurance.

11.2. **Indemnification.**

- 11.2.1. IF PERFORMING PARTY IS NOT A STATE AGENCY OR LOCAL GOVERNMENT, THEN TO THE EXTENT ALLOWED BY LAW, THE PERFORMING PARTY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TCEQ, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PERFORMING PARTY OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT.
- 11.2.2. TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS, OR DIRECTIVES.
- 11.2.3. ANY INDEMNIFICATION DEFENSE SHALL BE COORDINATED BY PERFORMING PARTY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PERFORMING PARTY MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PERFORMING PARTY AND TCEQ AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- 11.2.4. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE PERFORMING PARTY OR ITS CONTRACTORS TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TCEQ FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TCEQ OR ITS EMPLOYEES.

12. TERMINATION

- 12.1. **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 12.2. **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages, or other economic loss arising out of or resulting from the termination.
- 12.3. If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

13. DISPUTES, CLAIMS AND REMEDIES

- 13.1. **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.
- 13.2. **Remedies available to the TCEQ.** In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:
- 13.2.1. Issue notice of nonconforming performance;
 - 13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;
 - 13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - 13.2.4. Suspend all or part of the contract activities or payments, or both, pending accepted revision of the nonconformity;
 - 13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - 13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.
- 13.3. **Opportunity to Cure.** The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 13.4. **Cumulative Remedies.** Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

- 13.5. The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under this Contract.

14. SOVEREIGN IMMUNITY

- 14.1. The parties agree that this Contract does not waive any immunity from suit or from liability to which the Performing Party or the State of Texas is entitled by law.

15. SURVIVAL OF OBLIGATIONS

- 15.1. Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

16. UNIFORM ASSURANCES

- 16.1. **Uniform Assurances.** Performing Party assures compliance with the following uniform assurances from TxGMS, as applicable to this Contract. Other assurances from TxGMS may be included elsewhere in this Contract.
- 16.1.1. Performing Party represents and warrants that it will include the following clause in the award documents for any subaward or subcontract funded by this Contract and will require any subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."
 - 16.1.2. If Performing Party is a local government, it represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
 - 16.1.3. Performing Party certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
 - 16.1.4. Performing Party agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
 - 16.1.5. Performing Party represents and warrants that it will comply with Texas Government Code Section 2252.906 relating to disclosure protections for

certain charitable organizations, charitable trusts, and private foundations.

- 16.1.6. In accordance with Texas Government Code Section 669.003, relating to contracting with the executive head of a state agency, Performing Party certifies that it is not (1) the executive head of the TCEQ, (2) a person who at any time during the four years before the date of the Contract was the executive head of the TCEQ, or (3) a person who employs a current or former executive head of the TCEQ affected by this section.
- 16.1.7. Performing Party acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:
- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
 - Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
 - Sections 2113.012 and 2113.101 of the Texas Government Code.
- 16.1.8. Performing Party represents and warrants that TCEQ's payments to Performing Party and Performing Party's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code Section 556.0055 which restricts lobbying expenditures.
- 16.1.9. If Performing Party is a governmental entity, it represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- 16.1.10. Performing Party represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- 16.1.11. If Performing Party is a local entity, Performing Party certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code Section 364.003. If Performing Party is currently being sued under the provisions of Local Government Code Section 364.003, or is sued under this section at any point during the duration of this grant, Performing Party must immediately disclose the lawsuit and its current posture to the TCEQ.
- 16.1.12. Performing Party represents and warrants that it will comply with Texas Government Code Section 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

17. RECORDS AND CONFIDENTIAL INFORMATION:

- 17.1. **For records in the possession of TCEQ.** Performing Party agrees that TCEQ shall have the discretion to determine whether information in its possession should be released or whether an exception should be pursued from the Office of the Attorney General of Texas (OAG). If TCEQ receives a PIA request related to the

information that the Performing Party has submitted and marked confidential, TCEQ will inform Performing Party of the request in a timely manner sufficient to permit Performing Party to make an argument of confidentiality to the OAG.

- 17.2. **For Records in the Possession of Performing Party or a Subrecipient to which the PIA Applies.** If Performing Party or a subrecipient receives a request for the documents and records, it shall inform the TCEQ (and any awarding agency through whom funds from the TCEQ have passed) of the request in a timely manner sufficient to permit TCEQ to specify that the Performing Party request, or require its subrecipient to request, an opinion from the OAG so that TCEQ may make an argument of confidentiality to the OAG.
- 17.3. **For Records in the Possession of a Performing Party, Contractor, Subcontractor, or a Subrecipient to which the PIA does not Apply.** If the Performing Party's contractor or subcontractor or subrecipient to which the PIA does not apply receives a PIA request, Performing Party shall require its contractor or subcontractor to immediately transfer to the Performing Party (or subrecipient with whom it is in a contractual relationship) a copy of the request and all documents that are responsive to the request. The term above regarding records in the possession of the Performing Party or a subrecipient will then apply.
- 17.4. Performing Party shall ensure that its subgrants and contracts/subcontracts include language to enforce these requirements.
- 17.5. **Confidential Information.**
 - 17.5.1. **TCEQ's Confidential Information.** If TCEQ provides Performing Party information identified as confidential or proprietary, Performing Party has a duty to maintain its confidentiality and prevent unauthorized release, except as required under the PIA and as set forth in the Public Information and Release of Information term above. Performing Party is permitted to use, copy, and disclose confidential information to Performing Party employees, subrecipients, and contractors only as necessary to fulfill Performing Party's obligations.
 - 17.5.2. **Performing Party's Confidential Information.** If Performing Party submits information to TCEQ that it believes is subject to a PIA exception and should not be released, it shall mark each page of such information with "CONFIDENTIAL; INFORM PERFORMING PARTY AND SEEK OAG OPINION PRIOR TO RELEASE" or a similar statement. TCEQ will handle requests for information marked confidential by the Performing Party as set forth in the Public Information and Release of Information provision. The following information is considered public information under Texas Government Code Section 552.1101(b) regardless of whether Performing Party identifies it as being confidential:
 - information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; or
 - communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

Information specified in Texas Government Code Section 552.0222 as not being within an exception to disclosure is releasable regardless of whether Performing Party identifies it as being confidential.

- 17.6. Performing Party must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and sensitive information. Performing Party must be in compliance with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

18. CONTRACT INTERPRETATION

- 18.1. **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).
- 18.2. **Headings.** Any headings or subheadings contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 18.3. **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means.
- 18.4. **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, the period ends on the following day.
- 18.5. **State, Federal Law.** This Contract is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 18.6. **Severability.** If any provision of this Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity, or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.
- 18.7. **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 18.8. **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 18.9. **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic or the likenesses of TCEQ employees as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority. Except as otherwise specified in the Contract, the Performing Party shall acknowledge the financial support of the TCEQ in publications, websites, reports, media, and other documents developed for public distribution as a part of this Contract. For these materials, other than

documents prepared exclusively for internal use within the TCEQ, the Performing Party shall use the following statement:

PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

The preparation of this [report/website] was financed [in part, if appropriate]
through funding from the Texas Commission on Environmental Quality.

- 18.10. **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming contract activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 18.11. **Compliance with Laws.** TCEQ relies on Performing Party to perform all contract activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 18.12. **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.
- 18.13. **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in Title 1 Texas Administrative Code Section 206.50 and Chapter 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

1. **Representatives.** The individual(s) named below are the representatives of TCEQ and the Performing Party. They are authorized to give and receive communications and directions on behalf of the TCEQ and the Performing Party as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.
2. **Changes in Information.** Either the Performing Party or TCEQ may change its information in this *Notices, Project Representatives and Records Location* document by providing written notice to the other party's representative for contractual matters.

3. **TCEQ Representatives****TCEQ CONTRACT MANAGER
(for Contractual Matters)**

Brittany McMillen
Contract Manager
 Texas Commission on Environmental
 Quality
 P.O. Box 13087
 MC-177
 Austin, Texas 78711-3087
 Telephone No. (512) 239-5073
 Facsimile No. (512) 239-0404
 Email Address:
brittany.mcmillen@tceq.texas.gov

**TCEQ PROJECT MANAGER
(for Technical Matters)**

Laura Mitchell
Team Leader
 Texas Commission on Environmental
 Quality
 P.O. Box 13087
 MC-177
 Austin, Texas 78711-3087
 Telephone No. (512) 239-5069
 Facsimile No. (512) 239-0404
 Email Address:
laura.mitchell@tceq.texas.gov

4. **Performing Party Representatives.****For Contractual Matters**

Robert J. Grimm
 Title Emergency Management Coordinator
 Telephone No. 409-65-0360
 Facsimile No. 409-835-8767
 Email Address: Robert.grimm@jeffcotx.us

For Technical Matters

Fran Lee
 Title Auditor
 Telephone No. 409-835-8500
 Facsimile No. 409-835-8767
 Email Address: fran.lee@jeffcotx.us

5. **Invoice Submittal.** Invoices must be submitted to the TCEQ Contract Manager, unless another recipient is identified below:

☐ TCEQ Project Manager / ☐ TCEQ Disbursements Section / ☐ Other:

6. **Designated Location for Records Access and Review.** The Performing Party designates the physical location indicated below for record access and review pursuant to any applicable provision of this Contract:

Jefferson County OEM
1149 Pearl St. 1st Floor
Beaumont, Texas, 77701

Attachment A:
Release of Claims

(Must be returned with last invoice per the General Term and Condition titled
Release of Claims)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**Conditional Final Waiver and Release of Claims**

Upon receipt and clearance of payment from the Texas Commission on Environmental Quality (TCEQ) in the sum of \$_____, which constitutes final payment to Jefferson County (hereinafter referred to as "Performing Party"), Performing Party and its successors and assigns, release, discharge and relinquish the TCEQ, its officers, agents, and employees from all claims, known or unknown, arising out of or relating to TCEQ Contract Number _____ (Contract).

It is expressly agreed and understood that this conditional FINAL waiver and release of all claims is effective, without any further action of any party, only upon clearance of final payment to Performing Party in the above-mentioned amount. Performing Party warrants that it has completed all activities described in the Contract.

Executed on this _____ day of _____, 20_____.

By: _____
(signature)

(name)

(title)

Attachment B:
Budget Revision Request
(Must be returned as specified in the *Cost Budget*)

BUDGET REVISION REQUEST FORM

Purpose: To document recipient organization's proposed budget changes to ensure project deliverables are met and fiscal accountability. Prior TCEQ review and approval is required before incurring specific costs resulting in cumulative transfers of more than 10% of the total budget.

Instructions: Complete 1. - 8. Total the amounts.

1. Recipient Organization (Name & Complete Address Including Zip Code):

2. Grant/ Contract Title:

3. Payee Identification No.:

4. TCEQ Contract No.:

5. Total Project/ Grant Period:

6. Item List:

7. Approved Budget

8. Change Requested (+ or -)

9. New or Revised Budget

TDEM conference travel

\$6,600.00

TDEM registration

\$1,400.00

Radios

\$10,000.00

Total

\$18,000.00

Justification (Attach additional sheets, if necessary):

*** Budget Revision Request must contain all signatures to be approved/valid ***

Signature of Recipient's Representative Date

Type or Printed Name and Title

Signature of TCEQ Project Manager Date

Type or Printed Name and Title

Signature of TCEQ Contract Manager Date

Type or Printed Name and Title

Attachment C: Financial Status Report

Texas Commission on Environmental Quality FINANCIAL STATUS REPORT

1. STATE AGENCY ORGANIZATION UNIT TO WHICH REPORT IS SUBMITTED: TCEQ				
2. GRANT/CONTRACT TITLE:				
3. PAYEE IDENTIFICATION NUMBER:		4. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		
5. TCEQ CONTRACT NUMBER:				
6. FINAL REPORT: YES NO				
7. ACCOUNTING BASIS: CASH ACCRUAL				
8. TOTAL PROJECT/GRANT PERIOD:		9. PERIOD COVERED BY THIS REPORT:		
FROM TO		FROM TO		
10. Item Description:	Approved Budget	Project Cost This Report	Cumulative Project Cost	Balance **
a. TDEM conference travel	\$6,600.00			
b. TDEM conference registration	\$1,400.00			
c. Radios	\$10,000.00			
Total:	\$18,000.00			
*List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach invoices and proofs of payment in accordance with your contract. **Negative balances are not allowed. If there is a negative balance a Budget Revision must be completed. Negative balances are not justification for a late financial Status Report.				
11. CERTIFICATION I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award document.				
Signature of Authorized Certifying Official				
Typed or Printed Name and Title				
Telephone (Area code, number and ext.)		Date Submitted		

ITEMIZATION OF ALL COSTS

ALL PURCHASES (during this report period)

[illegible]

* LEGIBLE PURCHASE ORDER AND/OR INVOICES MUST BE ATTACHED TO THIS FORM FOR EACH LISTED ITEM OR EXPENDITURE.

*LEGIBLE DOCUMENTATION MUST BE ATTACHED FOR ALL LISTED EXPENDITURES.

* SUBSTANTIATING DOCUMENTATION (time sheets, etc.) MAY BE REQUIRED TO BE ATTACHED TO THIS FORM



KATE CARROLL
Jefferson County
Tax Assessor Collector

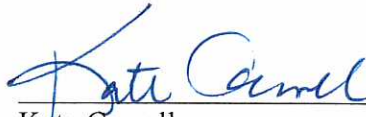
70
Mailing • P.O. Box 2112 • Beaumont, Texas 77704-2112
Physical Address • 1149 Pearl • Beaumont, Texas 77701
Phone: 409-835-8516 • Fax: 409-835-8589

Chief Deputy Operations – Michelle Farnie * Chief Deputy Finance – Cindy Savant, P.C.C.

Tax Refund Determination

Taxpayer name: Corelogic Tax Services LLC
Address: 3001 Hackberry Road Irving, TX 75063-0156
Account Number: 015450-000/002201-00000
Amount of Refund: \$3,096.20
Reason: The taxpayer made several partial payments of \$1,000.00 (01/31/25 and 02/28/25) towards 2024 tax balance. A subsequent payment was mailed by CoreLogic of \$5,308.70, resulting in an overpayment of \$3,096.20.

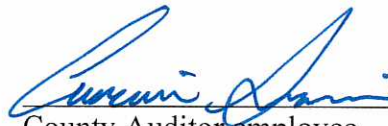
Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.



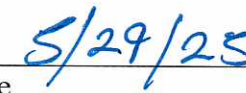
Kate Carroll
Jefferson County Tax Assessor-Collector



Date



County Auditor employee



Date

05/08/2025 13:45:39
TN536 SELECTION SEQUENCE 4835159
HELD OVERPAYMENT REFUNDS

TAX COLLECTION SYSTEM
REFUNDS SELECTED REPORT
FROM: 05/01/2025 TO: 05/06/2025

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$2900
MAXIMUM DOLLAR AMOUNT: \$3200

REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER	UNP	TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT	DEPOSIT	RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND	REASON(S)
015450-000/002201-00000					25776										
2024 8001 COBB JAMES R & LINDA E							TL		1	05/06/2025	60160502	PA	3,096.20		
CHECK PAYEE: CORELOGIC TAX SERVICES LLC							CREST VIEW LT 6 BLK 3						CHECK TOTAL:	3,096.20	
3001 HACKBERRY ROAD															
IRVING TX750630156															

FIDO # : 31414394

TOTAL AMOUNT DUE FOR ACCOUNT .00

NOTE:

TOTAL ALL ACCOUNTS	3,096.20
COUNT OF REFUND CHECKS	1

DUPLICATE TAX RECEIPT

72



KATE CARROLL
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFERSONCOUNTYTX.GOV
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

*1st partial
pymt*

Certified Owner:

COBB JAMES R & LINDA E
1706 N 32ND ST
NEDERLAND, TX 77627-6518

Legal Description:

CREST VIEW LT 6 BLK 3

Parcel Address: 1706 32ND ST
Legal Acres: 0.5165

Deposit No: CC02042025
Validation No: 140
Account No: **015450-000/002201-00000**
Operator Code: WCARR

Remit Seq No: 59483228
Receipt Date: 01/31/2025
Deposit Date: 02/04/2025
Print Date: 05/08/2025

NO.: 25776

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2024	Jefferson County	183,859	0.357000	167.11	0.00	0.00	167.11
2024	Nederland I.S.D.	183,859	0.966900	452.60	0.00	0.00	452.60
2024	City Of Nederland	183,859	0.426791	199.78	0.00	0.00	199.78
2024	Drainage District #7	183,859	0.297632	139.32	0.00	0.00	139.32
2024	Sabine-Neches Nav. Dist.	183,859	0.088000	41.19	0.00	0.00	41.19
				\$1,000.00	\$0.00	\$0.00	\$1,000.00

>--

PAYMENT TYPE:

--<

Credit Card Authorization No: 0

Credit Cards: \$1,000.00

Exemptions on this property:

NHS CAP LOSS

Total Applied: \$1,000.00

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
JAMES COBB
1706 NORTH 32ND STREET
NEDERLAND, TX 77627

DUPLICATE TAX RECEIPT

73



KATE CARROLL
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFERSONCOUNTYTX.GOV
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

2nd partial pymt

Certified Owner:

COBB JAMES R & LINDA E
1706 N 32ND ST
NEDERLAND, TX 77627-6518

Legal Description:

CREST VIEW LT 6 BLK 3

Parcel Address: 1706 32ND ST

Legal Acres: 0.5165

Deposit No: N0228202520A

Validation No: 900000073023206

Account No: **015450-000/002201-00000**

Operator Code: RCNOBLES

Remit Seq No: 59811796

Receipt Date: 02/28/2025

Deposit Date: 02/28/2025

Print Date: 05/08/2025

NO.: 25776

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2024	Jefferson County	183,859	0.357000	156.18	10.93	0.00	167.11
2024	Nederland I.S.D.	183,859	0.966900	422.99	29.61	0.00	452.60
2024	City Of Nederland	183,859	0.426791	186.71	13.07	0.00	199.78
2024	Drainage District #7	183,859	0.297632	130.21	9.11	0.00	139.32
2024	Sabine-Neches Nav. Dist.	183,859	0.088000	38.49	2.70	0.00	41.19
				\$934.58	\$65.42	\$0.00	\$1,000.00

>--

PAYMENT TYPE:

--<

Cash: \$1,000.00

Exemptions on this property:

NHS CAP LOSS

Total Applied: \$1,000.00

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:

COBB JAMES R & LINDA E
1706 N 32ND ST
NEDERLAND, TX 77627-6518

DUPLICATE TAX RECEIPT

74



KATE CARROLL
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFERSONCOUNTYTX.GOV
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

*Mailed in
pymt. by
Corelogic.*

Certified Owner:

COBB JAMES R & LINDA E
1706 N 32ND ST
NEDERLAND, TX 77627-6518

Legal Description:

CREST VIEW LT 6 BLK 3

Parcel Address: 1706 32ND ST
Legal Acres: 0.5165

Deposit No: M0506202533A
Validation No: 900000073650367
Account No: **015450-000/002201-00000**
Operator Code: AGLENNY

Remit Seq No: 60160502
Receipt Date: 04/30/2025
Deposit Date: 05/06/2025
Print Date: 05/08/2025
NO.: 25776

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2024	Jefferson County	183,859	0.357000	333.09	36.64	0.00	369.73
2024	Nederland I.S.D.	183,859	0.966900	902.14	99.24	0.00	1,001.38
2024	City Of Nederland	183,859	0.426791	398.20	43.80	0.00	442.00
2024	Drainage District #7	183,859	0.297632	277.69	30.55	0.00	308.24
2024	Sabine-Neches Nav. Dist.	183,859	0.088000	82.12	9.03	0.00	91.15
2024	Overpay	0	0.000000	0.00	0.00	0.00	3,096.20
				\$1,993.24	\$219.26	\$0.00	\$5,308.70

>---
Check Number(s):
412951214

PAYMENT TYPE:

Checks: \$5,308.70

Exemptions on this property:

NHS CAP LOSS

Total Applied: \$5,308.70

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
CORELOGIC TAX SERVICES LLC
3001 HACKBERRY ROAD
IRVING, TX 75063-0156

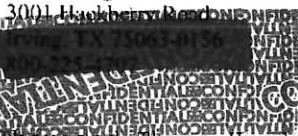
THIS CHECK IS VOID WITHOUT A PURPLE AND BLUE BORDER AND BACKGROUND PLUS AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

AG 6008580353



CoreLogic

CoreLogic Tax Services, LLC

Wells Fargo Bank
11-24/1210(8)

Check Date	Check Number
30-Apr-25	412951214
Refund	Check Amount
*****5,308.70	

Pay Five thousand three hundred Eight Dollars And Seventy
Cents*****

35910.20 OVER

To The JEFFERSON COUNTY - COLLECTOR
Order Of JEFFERSON COUNTY-421230000
P O BOX 2112
BEAUMONT, TX 77704-2112

VOID AFTER 90 DAYS FROM DATE OF ISSUE

Authorized Signature

015450/002201 ✓





Resolution

STATE OF TEXAS

§

COMMISSIONERS COURT

§

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY,
TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 17 day of June, 2025, on motion made by Gary Erickson, Commissioner of Precinct No. 2, and seconded by Brandon Willis, Commissioner of Precinct No. 1, the following Resolution was adopted:

Amended Resolution Jefferson County Subdivision and Development Regulations

WHEREAS: The Commissioners Court finds it is in the best interest of JEFFERSON COUNTY to establish and update its standards and specifications for the development of subdivisions of land, as defined by Chapter 232, Texas Local Government Code, including for the provision of utilities, the construction of roads and drainage, the provision of drinking water, the disposal of wastewater, and development within the floodplain; and,

WHEREAS, These regulations are enacted to implement the powers granted to counties under the laws of the State of Texas, including but not limited to: Texas Local Government Code, Chapter 232 (granting counties authority to adopt and enforce subdivision regulations and to require plat approval); Texas Local Government Code, Chapter 233, Subchapter B, (granting counties authority to establish building set-back lines on the public roads); Texas Local Government Code, Chapter 242 (governing the power of counties to regulate subdivisions within the extraterritorial jurisdiction of municipalities); Texas Transportation Code, Chapter 251 (granting counties general control over County roads, highways and bridges); Texas Health and Safety Code, Chapter 364 (authorizing counties to cooperate with other entities for the safe and economical collection, transportation, and disposal of solid waste); Texas Health and Safety Code, Chapters 341 and 343 (governing sanitation and health protections) and Chapter 366 (granting counties authority to adopt standards for on-site sewerage facilities); TCEQ Rules in 30 TAC Chapters 210, 285, 290, 305 and 317 (governing water and sewer facilities); Texas Water Code, Chapter 16 (granting counties authority to set standards for the provision of water, sewage, and waste-water disposal, and construction within floodplains and to guide development of future development to minimize damage caused by floods); and Texas Water Code, Chapter 26 (governing water quality control). These statutes, listed here as illustrative and not exclusive grants of authority, empower the County to enact certain subdivision rules and regulations and to provide for their administration, enforcement, and amendment; and,

WHEREAS, The Jefferson County Commissioner's Court has considered the potential burden on landowners and taxpayers if substandard development or poor-quality construction were allowed; and

WHEREAS, These **Amended Jefferson County Subdivision and Development Regulation** are to be enacted to preserve and protect the resources, public health and private property interest of Jefferson County; and

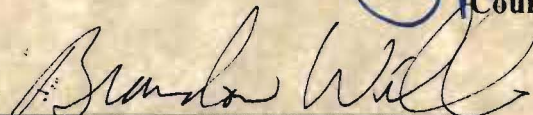
WHEREAS, the **Amended Jefferson County Subdivision and Development Regulation** are enacted to implement the powers conveyed to counties under the law of the State of Texas and the Jefferson County Subdivision and Development Regulations are hereby amended to include these requirements.

NOW THEREFORE, BE IT RESOLVED that the Commissioner’s Court of Jefferson County does hereby **ORDER** the adoption of the **Amended Jefferson County Subdivision and Development Regulations** will supersede and replace the previously adopted Rules, Regulations, and Requirements Relating to the Approval and Acceptance of Improvements in Subdivisions or Re-subdivisions and such regulations shall become effective on or after the date of this Resolution.

Signed this 17 day of June, 2025.

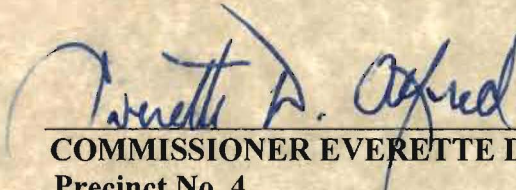



JUDGE JEFF R. BRANICK
County Judge


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

ORI: TX123000

DODAAC: 2YTFX3

AGENCY NAME: Jefferson County Sheriff's Office

AIRCRAFT POC: Aaron Howell

AGENCY PHYSICAL ADDRESS (as it appears in FEPNIS): 4640 Hangar Drive

CITY: Beaumont

STATE: Texas

ZIP: 77651

EMAIL: Aaron.Howell@jeffersoncountytexas.gov

PHONE: (409) 726-2986

FAX: (409) 727-1836

TYPE OF AIRCRAFT AND QUANTITY OF EACH TYPE

ROTARY	OH-58	OH-6	UH1H	UH1L	UH1N
Flyable Quantity	1				
Non-Flyable Quantity					
FIXED	C12	C172	C182		
Flyable Quantity					
Non-Flyable Quantity					
OTHER (State type)	TH-57				
Quantity	1				

If something other than the marked/stated above aircraft becomes available, would you like to be offered it? Yes ☒ No ☐

1. Please thoroughly explain the intended use and impact the resource will have upon your jurisdiction and/or neighboring jurisdiction support to other agencies (examples may include SWAT, active shooter, barricaded suspect, emergency response, first responder, critical incident, hostage rescue, natural disaster response, homeland security, or counter terrorism). List additional information as needed to explain the intended use of the resource.

The Helicopter will be used to start taking over the roll of our aging OH-58C Helicopter. It is used not just for Jefferson County, TX but we assist neighboring counties and jurisdictions. The closest Law Enforcement Agencies with Helicopter assets would be Harris County to the West, Jefferson Parish, LA. to the east and Dallas, TX to the north. We patrol almost 300 square miles of internal waterways, to include the Gulf Intracoastal Waterway that transports over 75 million tons of goods. We provide security patrols to the Big Hill Strategic Oil Reserve (One of four in the U.S.) that holds approximately 123 million barrels of reserve oil. We secure the Port of Beaumont, Port of Port Arthur, and Sabine Pass, where Billions of dollars of petroleum products are transported every year. We provide overwatch for SWAT Operations within Jefferson County and surrounding counties to include Texas DPS at times. We also provide natural disaster response from deploying Law Enforcement Officers to conducting Search & Rescue of lost/missing persons. We have located escaped prisoners from Texas Department of Corrections (2 Units) and Federal Bureau of Prisons (1 Unit) and our own Corrections Facilities (2 Units). Due to abundance of waterways and hard to navigate areas, Helicopters have proved to be an invaluable asset.

2. Is the requesting agency located within an office of National Drug Control Policy designated High Intensity Drug Trafficking Area (HIDTA)? If yes, please describe.

Yes, we are with the Houston HIDTA.

3. Is the requesting agency involved by mutual agreement with multi-agency associations/task forces of a counter-drug/counter-terrorism/border security nature?

We are a part of the Southeast Texas Regional Planning Commission COG. (Hardin, Jasper, Orange, & Jefferson Counties)

4. State the population within the requesting agencies jurisdiction and describe the geographical size of the area of responsibility.

Jefferson County has a population of approximately 256,526 people. It is 1,113 square miles, with approximately 876 square miles of land and 236 square miles of water. We also are responsible for over 30 miles of Gulf of Mexico Coastline on the upper Texas coast.

5. Describe the type of facility that will be used to store and secure the resource.

We have a secured Hangar at the Jack Brooks Regional Airport that currently houses 4 aircraft.

6. Provide the estimated usage/mission requirements for the requested aircraft.

We fly approximately 200+ hours a year.

7. List all Federal Aviation Administration (FAA) certified pilots, type of certification (for what type of aircraft) does the pilot hold.

Alejandro Cantarini FAA Airplane - Commerical Single/Multi, Instrument, CFII
 Brian Barbour FAA Rotorcraft - Commercial & Instrument, Airplane - Private
 Jerry Lowe FAA Rotorcraft - Private
 Aaron Howell FAA Rotorcraft - Private
 Al Judice FAA Rotorcraft - Private, Airplane - Private

8. (OPTIONAL) Provide any additional information pertinent to aircraft request.

Since the TH-57 was an Instrument Flight Rules Trainer for the U.S. Navy, having an asset that is IFR capable would prove very valuable to us to be safely operated in the event the weather deteriorated past Visual Flight Rules.

By signing this document, the Chief Law Enforcement Official or Head of Local Federal Agency (Supervisor/Regional Agent in Charge/Special Agent in Charge [RAC/SAC]) certifies that: a) the requesting agency listed above has the appropriate funds, license (s), safety, and operational training required to operate and maintain the requested aircraft, b) that the agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s), c) that the agency has a signed copy of the SPO and any SPO Addendum(s) on file, d) the agency certifies that all information contained above is accurate, e) the request for aircraft (s) is warranted and f) the request for aircraft has been approved/is endorsed by the agency signatory listed below.

CHIEF LAW ENFORCEMENT OFFICIAL
OR HEAD OF LOCAL FEDERAL
AGENCY (SUPERVISOR/RAC/SAC):

Zena Stephens

PRINTED NAME:

6/3/2025
DATE:

SIGNATURE:

STATE OR FEDERAL COORDINATOR USE ONLY

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity", b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved SPO and any SPO Addendum(s) and d) that the LEA has a signed copy of the SPO and any SPO Addendum(s) on file.

STATE OR FEDERAL COORDINATOR:

PRINTED NAME:

DATE:

SIGNATURE:

LESO USE ONLY

OF OFFICERS:

ADDITIONAL NOTES:

TOTAL # OF
AIRCRAFT:

AIRCRAFT SPECIALIST (SIGNATURE):

DATE:

Is agency on the Department of Justice (DOJ) Active Case List?: Yes ☐ No ☐

Is agency on the LESO Suspension List?: Yes ☐ No ☐

DOJ
Liaison
notes:

LESO OFFICIALS:

COMPLIANCE LIAISON SPECIALIST (SIGNATURE):

DATE:

LESO BRANCH CHIEF (SIGNATURE):

DATE:

LESO DIVISION CHIEF (SIGNATURE):

DATE:



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

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CLEAR FORM

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies (LEA) only)

*Indicates Required Fields

SECTION 1:

*Agency Name: Jefferson County Sheriff's Office
*Agency Physical Address: 5030 US Hwy 69 S
*State: TX *Zip Code: 77705
*Phone #: (409) 726-2500
*Email: Aaron.Howell@jeffersoncountytexas.gov
*NCIC P.O. Box or Address (if different than above i.e. terminal location)
*City: Beaumont
*Originating Agency Identifier (ORI) #: (if applicable) TX1230000
Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable.

*Full-time: 140

*Part-time:

RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener. Enter "XXXXX" or "N/A" into all screener fields not used.

#1 *Official Title / Rank: Chief *First Name: Donta *Last Name: Miller

donta.miller@jeffersoncountytexas.gov

(409) 835-8411

POC (Aircraft/Small Arms/Vehicle)

#2 *Official Title / Rank: Major *First Name: Jeff *Last Name: Chadney

jeff.chadney@jeffersoncountytexas.gov

(409) 835-8411

POC (Aircraft/Small Arms/Vehicle)

#3 *Official Title / Rank: Captain *First Name: Crystal *Last Name: Holmes

crystal.holmes@jeffersoncountytexas.gov

(409) 835-8411

POC (Aircraft/Small Arms/Vehicle)

#4 *Official Title / Rank: Deputy Pilot *First Name: Aaron *Last Name: Howell

aaron.howell@jeffersoncountytexas.gov

(409) 726-2986

Aircraft/Vehicle/Small Arms
POC (Aircraft/Small Arms/Vehicle)

#5 *Official Title / Rank: *First Name: *Last Name:

*Email

*Phone Number

POC (Aircraft/Small Arms/Vehicle)

#6 *Official Title / Rank: *First Name: *Last Name:

*Email

*Phone Number

POC (Aircraft/Small Arms/Vehicle)

#7 *Official Title / Rank: *First Name: *Last Name:

*Email

*Phone Number

POC (Aircraft/Small Arms/Vehicle)

RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY

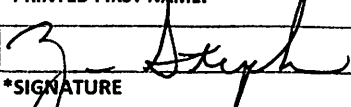
Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

- I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and e) that my agency has a signed copy of the SPO and any SPO Addendum(s) on file.

☒ I am signing this document as the CLEO of this law enforcement agency.

*(Check only one): ☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustanment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Sheriff	Zena	Stephens
*TITLE	*PRINTED FIRST NAME:	*PRINTED LAST NAME:
zena.stephens@jeffersoncountytexas.gov		6/3/2025
*EMAIL	*SIGNATURE	*DATE

SECTION 3:

RESERVED FOR STATE COORDINATORS OFFICE USE ONLY

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and d) that the LEA has a signed copy of the SPO and any SPO Addendum(s) on file.

*PRINTED NAME FIRST & LAST	*SIGNATURE	*DATE

SECTION 4:

RESERVED FOR LESO USE ONLY

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

LESO Notes:

*Screener letter is valid one year from this date. Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.

*SIGNATURE

State Plan of Operation (SPO) between:
The State of TEXAS and the
(State/United States Territory)
Jefferson County Sheriff's Office
Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLA 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.

c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a State/LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3". Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO, and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Rolando Ayala

State Point of Contact (SPOC): John Riddick III

State Point of Contact (SPOC): Patricia Deaver

State Point of Contact (SPOC): N/A

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd

Email: TXLESOPROGRAM@DPS.TEXAS.GOV

Phone Number: (512) 424-7590

Website: <https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program>

Hours of Operation: 7:30 AM to 5:00 PM CST

iii) Funding to administer the LESO Program at the State-level is provided via:

iv) The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

- a) Conduct quarterly reconciliations of State property records.
- b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.
- c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

- a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.
- b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.
- c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.
- d) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

- (1) Robots: one (of each type) for every ten officers (full-time/part-time).
- (2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).
- (3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.
- (4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e., training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:

- 1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full- time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e., an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e., drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

- i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.
- ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.
- iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.
- iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.
- v) Intend to review as much property as possible during a PCR.
 - (1) The goal is to review 20% of a State's overall small arms inventory.
 - (2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).
- vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).
- vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.
 - (1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.
 - (2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.
 - (3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.
- viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

- i) Assist the LESO as required, prior to, during and upon completion of the PCR.
- ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.
- iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn- in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend, or terminate an LEA based on findings during State- level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.

In the State of TEXAS, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):

1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). Suspension-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. Termination-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. Restricted Status-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with

suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL

REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CFR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of: TEXAS

Full Name (Print): Rolando Ayala

Signature (Sign): *Rolando Ayala* Date (MM/DD/YYYY): 09/09/2024

Chief Law Enforcement Official (CLEO) (or designee): _____

Title (Print): Sheriff

Full Name (Print): Zena Stephens

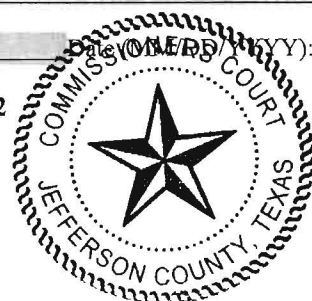
Signature (Sign): *Zena Stephens* Date (MM/DD/YYYY): 6/3/2025

Civilian Governing Body Official (CGB) (or designee): _____

Title (Print): County Judge

Full Name (Print): Jeff Branick

Signature (Sign): *Jeff Branick* Date (MM/DD/YYYY): 06/03/2025



ATTEST *[Signature]*

DATE 6/17/2025