

Special, 9/16/2025 10:30:00 AM

BE IT REMEMBERED that on September 16, 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 (ABSENT)

Becky Bertrand

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

Notice of Meeting and Agenda
September 16, 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
September 16, 2025**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **16th** day of **September 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:

8:30 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.

9:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section` 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, and security that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person

9:30 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and

Notice of Meeting and Agenda
September 16, 2025

financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

10:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting would have a detrimental effect on the Commissioners Court in negotiations with a third party.

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

The following options are available:

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

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

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

INVOCATION: Cary Erickson, Commissioner, Precinct Two

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

PURCHASING:

- (a).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 25-035/CG), Emergency Debris Monitoring Services for Jefferson County. Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

NO ATTACHMENTS

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (b).Consider and approve, execute, receive and file Change Order #1 to Job Order Contract (JOC 25-026/MR) Jefferson County Tax Office Partitions with Preferred Facilities Group USA in a reduction of \$2,886.52 for reduced electrical cost and additional flooring and trim repair bringing the total amount from \$66,490.45 to \$63,603.93.

SEE ATTACHMENTS ON PAGES 12 - 15

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (c).Consider and approve, execute, receive and file a Certificate of Construction Completion for Contract IFB 23-035/JW Crane Bayou Pump Station Generators and Building – Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for Jefferson County to BDS Constructors, LLC. d/b/a MK Constructors pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project was awarded on Tuesday, August 15, 2023. Funding for this project provided by Texas General Land Office (GLO Contract No. 20-065-121-C408); and with any additional cost over the budgeted GLO grant funds for this project to be funded by Jefferson County Drainage District No. 7, per Interlocal Agreement

SEE ATTACHMENTS ON PAGES 16 - 16

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda
September 16, 2025

- (d).Request approval to release final invoice in the amount of \$159,754.20 for Contract IFB 23-035/JW Crane Bayou Pump Station Generators and Building – Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for Jefferson County to BDS Constructors, LLC. d/b/a MK Constructors; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project was awarded on Tuesday, August 15, 2023. Funding for this project provided by Texas General Land Office (GLO Contract No. 20-065-121-C408); and with any additional cost over the budgeted GLO grant funds for this project to be funded by Jefferson County Drainage District No. 7, per Interlocal Agreement.

SEE ATTACHMENTS ON PAGES 17 - 19

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (e).Consider and approve, execute Agreement 25-050/DC for AT&T Switched Ethernet Service and related Customer Letter of Authority with NetSpark IP & Telecom for 19 circuits at an annual estimated cost of \$71,000.00 for a period of 60 months. This is a renewal of the original Agreement approved by Commissioners' Court 08/24/2020.

SEE ATTACHMENTS ON PAGES 20 - 40

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (f).Consider and approve, execute, receive and file Agreement (25-051/DC) with StormWind, LLC and Jefferson County for online 12 Enterprise All Access license training in the amount of \$7,080.00 for a 12-month period.

SEE ATTACHMENTS ON PAGES 41 - 53

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

- (a).Receive and file Sheriff and Constables' Fees to be effective January 01, 2026.

Notice of Meeting and Agenda
September 16, 2025

SEE ATTACHMENTS ON PAGES 54 - 54

Motion by: Sinegal

Second by: Willis

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

Action: APPROVED

- (b).Receive and file revised County Health Authority agreement with Ezea Ede, M.D. effective October 01, 2025.

SEE ATTACHMENTS ON PAGES 55 - 60

Motion by: Sinegal

Second by: Willis

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

Action: APPROVED

- (c).Consider, approve, authorize County Judge to execute the SAVNS Maintenance Contract OAG No. C-02709.

SEE ATTACHMENTS ON PAGES 61 - 95

Motion by: Sinegal

Second by: Willis

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

Action: APPROVED

- (d).Consider and approve budget amendment – Criminal District Court – additional cost for pauper attorney fees.

SEE ATTACHMENTS ON PAGES 96 - 96

120-2032-412-5072	PAUPER ATTORNEY FEES	\$175,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$175,000.00

Motion by: Sinegal

Second by: Willis

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

Action: APPROVED

- (e).Consider and approve budget transfer – County Court at Law 3 – additional cost for Pauper Attorney Fees.

SEE ATTACHMENTS ON PAGES 97 - 97

120-2053-412-5072	PAUPER ATTORNEY FEES	\$25,000.00	
120-2053-412-1002	ASSISTANTS & CLERKS		\$25,000.00

Notice of Meeting and Agenda
September 16, 2025

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

- (f). Consider and authorize County Judge to execute a Texas Safety Program Grant agreement between Jefferson County, Texas and the State of Texas for the STEP Comprehensive Program for the period of 10/01/2025 to 09/30/2026.

SEE ATTACHMENTS ON PAGES 98 - 109

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

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

SEE ATTACHMENTS ON PAGES 110 - 110

280-0000-415-6014	BUILDINGS AND STRUCTURES	\$4,783.00	
280-0000-415-6002	COMPUTER EQUIPMENT		\$4,783.00

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

- (h). Regular County Bills - check #531753 through check #532289.

SEE ATTACHMENTS ON PAGES 111 - 121

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

- (i). Consider and approve budget transfer - Sheriff - additional cost for postage.

SEE ATTACHMENTS ON PAGES 122 - 122

120-3059-421-4052	POSTAGE	\$15,000.00	
120-3059-421-5016	CRIMINAL INVESTIGATION		\$15,000.00

Notice of Meeting and Agenda
September 16, 2025

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

CONSTABLE PRECINCT 8:

- (a). Consider and possibly approve the hiring of Jeremy Dwain Way as a Reserve Deputy for Constable Precinct 8 in accordance with Local Government Code (LGC 86.011).

SEE ATTACHMENTS ON PAGES 123 - 123

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

COUNTY COMMISSIONERS:

- (a). Consider and approve the appointment of Doug Saunders as Place 2 Commissioner of Jefferson County Emergency Services District No. 5 to serve for the remainder of the two year term of office expiring on January 1, 2027. This is an appointment by Commissioner Sinegal, R&B Precinct 3.

NO ATTACHMENTS

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

- (b). Consider, possibly approve, receive and file a Proclamation for Recognizing National Ovarian and Breast Cancer Awareness Month and Celebrating the Lifesaving Mission of the Julie Rogers "Gift of Life" Program, Jefferson County.

SEE ATTACHMENTS ON PAGES 124 - 124

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

- (c). Consider, possibly approve, receive and file, a proclamation for 2025 National Voter Registration Day.

SEE ATTACHMENTS ON PAGES 125 - 125

Notice of Meeting and Agenda
September 16, 2025

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

ADDENDUMS:

- (d).Conduct a public hearing regarding the establishment of a Reinvestment Zone for Project Cement, pursuant to Texas Tax Code, Ch. 312.001, et seq.

NO ATTACHMENTS

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

- (e).Consider, possibly approve, receive and file an order establishing the Reinvestment Zone for Project Cement, pursuant to Texas Tax Code Ch. 312.001, et seq.

SEE ATTACHMENTS ON PAGES 126 - 127

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

TAX OFFICE:

- (a).Consider and approve an erroneous or overpayment property tax refund to Debora J Wales in the amount of \$3,183.62 in accordance with Property Tax code 31.11

SEE ATTACHMENTS ON PAGES 128 - 132

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

HUMAN RESOURCES:

- (a).Consider and possibly approve granting extended leave without pay for up to 90 days for Jules Barnes, an employee of the Sheriff's Department.

NO ATTACHMENTS

Notice of Meeting and Agenda
September 16, 2025

Motion by: Erickson

Second by: Willis

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

Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
September 16, 2025

Special, September 16, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 16, 2025.

September 9, 2025

Kate Carroll
Jefferson County
1149 Pearl
Beaumont, TX 77701**Re: 250061 Jefferson County Tax Office Partitions Change Order #1****Facility Name: Jefferson County Tax Office**

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

- Install new VCT flooring and base where wall cabinet was removed.
- Remove and replace termite damaged historical trim in breakroom 166.

Proposal Cost	\$ 2,061.93
Bond	\$ 51.55
Total Cost	\$ 2,113.48
Credit for Electrical	(\$ 5,000.00)
Remaining Credit	\$ 2,886.52

We estimate approximately **Two (2)** working days upon material delivery. We explicitly exclude all liquidated damages for this project due to the volatility of the market and supply chain challenges.

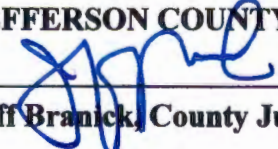
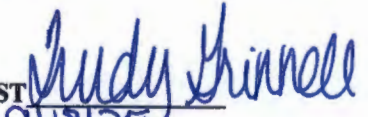
Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item 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 Lamar University 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.

Please contact me at 409.842.8293 or via e-mail mwaidley@pfg-usa.com if you have any questions or require additional information.

Regards,


Preferred Facilities Group - USA
Michael Waidley
Division Manager**JEFFERSON COUNTY, TEXAS**
Jeff Branick, County JudgeATTEST
DATE
9/18/25



Estimator: Michael Waidley

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	\$417.70
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	\$787.71
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

2024 BuyBoard 728-24 PFG Texas Normal (-11.0000%)	\$(184.39)
RSMMeans BEAUMONT, TX CCI 2025Q1, 83.20%	\$(338.49)
Priced Line Items	\$2,014.81

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$515.46
Labor:	\$1,499.36
Equipment:	\$570.00
Other:	\$(0.01)
Laborhours:	19.67
Green Line Items:0	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	\$715.80
Trades	\$663.60
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$2,584.81

Consideration ()	
Nonpriced Line Items	\$570.00

Priced/Non-Priced

Total Priced Items:	12	\$2,014.81	
Total Non-Priced Items:	1	\$570.00	22.05%
	13	\$2,584.81	

Grand Total	\$2,061.93
--------------------	-------------------

Preliminary Estimate, by line item

Estimator: Michael Waidley						Combined estimates...		
Item	Description	UM	Quantity	Unit Cost	Total	Book		
06 - Wood, Plastics, and Composites								
1	06-22-13-15-5390 Moldings, base, three piece, 3 piece, 6" high, oak, includes 3/4" x 1" base shoe	L.F.	10.0000	\$13.30	\$133.00	RSM25FAC M, L, B		P
2	06-22-13-30-0390 Moldings, casings, beaded, 3/4" x 4", red oak	L.F.	10.0000	\$5.12	\$51.20	RSM25FAC M, L, B		P
3	06-22-13-45-9000 Moldings, trim, minimum labor/equipment charge	Job	1.0000	\$125.00	\$125.00	RSM25FAC L, B		P
4	06-22-13-50-5100 Moldings, window & door, stool caps, stock pine, 1-1/16" x 3-1/4"	L.F.	10.0000	\$10.85	\$108.50	RSM24FAC M, L, O&P		P
06 - Wood, Plastics, and Composites Total								\$417.70
09 - Finishes								
5	09-05-05-20-0900 Flooring demolition, vinyl composition tile, 12" x 12" 45 = 45.00	S.F.	45.0000	\$0.80	\$36.00	RSM25FAC L, B		P
6	09-65-10-10-3600 Latex underlayment, cementitious for resilient flooring, 1/8" thick 45*1.10 = 49.50	S.F.	49.5000	\$5.40	\$267.30	RSM25FAC M, L, O&P		P
7	09-65-19-19-7350 Flooring, vinyl composition tile, marbleized, 12" x 12" x 1/8" 45*1.10 = 49.50	S.F.	49.5000	\$4.18	\$206.91	RSM25FAC M, L, B		P
8	09-65-19-23-9500 Flooring, minimum labor/equipment charge	Job	1.0000	\$182.00	\$182.00	RSM25FAC L, O&P		P
9	09-91-23-20-3000 Paints & coatings, cabinets & casework, stain, brushwork, wipe off	S.F.	25.0000	\$1.19	\$29.75	RSM25FAC M, L, O&P		P
10	09-91-23-20-4500 Paints & coatings, cabinets & casework, varnish, 3 coats, brushwork, sand after first coat	S.F.	25.0000	\$2.63	\$65.75	RSM25FAC M, L, O&P		P
09 - Finishes Total								\$787.71
Alternate								
11	06-22-13-15-0011 Moldings, custom cutter heads	Ea	1.0000	\$570.00	\$570.00	CUSTOM E, O&P		N
12	09-65-19-19-7350 Flooring, vinyl composition tile, marbleized, 12" x 12" x 1/8" 45 = 45.00	S.F.	45.0000	\$3.24	\$145.80	CUSTOM M, B		P
Alternate Total								\$715.80
Trades								
13	PORD Painters, Ordinary - 2025 RSMeans Facilities O&P Rate	Hour	8.0000	\$82.95	\$663.60	Trades L, O&P		P

Preliminary Estimate, by line item

Estimator: Michael Waidley					Combined estimates...	
Trades						
Item	Description	UM	Quantity	Unit Cost	Total	Book
	Trades Total					\$663.60
			Estimate Grand Total			2,061.93

Certificate of Final Completion

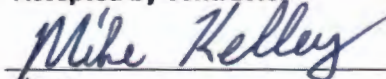
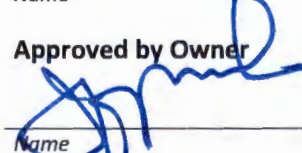
Project	Crane Bayou Generators and Building	Project Number
Owner	Jefferson County, TX / Drainage District 7	GLO Contract No.
Contractor	BDS Constructors, LLC d/b/a MK Constructors	20-065-121-C408
Construction Manager	Lewis Bernard, PE	IFB 23-035/JW
Design Professional	Lewis Bernard, PE	FNI No. JFF22292

The Work performed under this Contract was deemed to be complete in accordance with the Contract Documents by authorized representatives of the Owner's Project Team on the date indicated below and is ready for final payment. Contractor waives claims and rights against Owner by accepting final payment with the exception of those Claims made in accordance with the provisions of the Contract and as specifically noted in this Certificate of Final Completion.

The Work was complete and ready for Final Payment as of this date **9/4/25**

Outstanding Claims made in accordance with the General Conditions are listed below:

None

Recommended by Design Professional  Name	9/4/25 Date	Recommended by Construction Manager  Name	9/4/25 Date
Accepted by Contractor  Name	9/9/25 Date	Approved by Owner  Name	09/16/2025 Date



ATTEST
DATE _____

Judy Ginnell
9/18/25



10497 Town & Country Way, Suite 600 • Houston, Texas 77024 • 713-600-6800 • FAX 713-600-6801 www.freeze.com

September 4, 2025

Deborah L. Clark, Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701
(409) 835-8793

Re: Crane Bayou Pump Station Generators and Building Project
Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for
Jefferson County (GLO Contract No. 20-065-121-C408)
Application for Payment No. Fourteen (14)

Ms. Clark:

Enclosed please find one copy of Application for Payment No. Fourteen (14) for work performed by BDS Constructors, LLC d/b/a MK Constructors on the above referenced project during the period from August 1, 2025 to August 31, 2025. We have reviewed the subject application and recommend that payment be made in the amount of \$159,754.20. Please review and process the attached Application for Payment and forward a fully executed copy to Freeze and Nichols to me by email at your earliest convenience for the project file.

If you have any questions, please do not hesitate to call me at 504-356-8573.

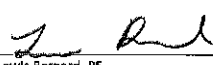
Sincerely,

Lewis Bernard, P.E.
Project Manager

cc: Toby Davis, PE, Jefferson County Drainage District No. 7
Mike Kelley, MK Constructors

JEFFERSON COUNTY									
CRANE BAYOU PUMP STATION GENERATORS AND BUILDING									
CDBG-DR PROGRAM PROJECT FOR JEFFERSON COUNTY (GLO CONTRACT NO. 20-065-121-C408)									
CONTRACTOR:		MK Constructors				DATE OF PAY REQUEST:		8/11/2025	
MONTHLY ESTIMATE No.:		14				PAY REQUEST DATE RANGE			
ORIGINAL CONTRACT AMOUNT:		\$ 1,549,000.00				FROM:		8/1/2025	
REVISED CONTRACT AMOUNT:		\$ 1,597,542.00				TO:		8/31/2025	
CONTRACT DATE:		9/21/2023				NUMBER OF CALENDAR DAYS IN CONTRACT:		646	
TIME CHARGES BEGAN:		9/21/2023				CALENDAR DAYS USED THIS PERIOD:		0	
						CALENDAR DAYS USED PREVIOUSLY:		646	
						TOTAL CONTRACT DAYS USED:		646	
WORK COMPLETED:		100.00%				CONTRACT TIME USED:		100.00%	

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	CURRENT % COMPLETE	PREVIOUS % COMPLETE	% COMPLETE TO DATE	CURRENT AMOUNT	TOTAL AMOUNT TO DATE
BASE BID									
1	MOBILIZATION	LS	1	\$ 65,000.00	0.00%	100.00%	100.00%	\$ -	\$ 65,000.00
2	REMOVE AND REPLACE EXISTING BUILDING FRONT	LS	1	\$ 25,000.00	0.00%	100.00%	100.00%	\$ -	\$ 25,000.00
3	EXCAVATION	LS	1	\$ 10,000.00	0.00%	100.00%	100.00%	\$ -	\$ 10,000.00
4	SELECT FILL	LS	1	\$ 6,000.00	0.00%	100.00%	100.00%	\$ -	\$ 6,000.00
5	MAIN SLAB AND RAMPS	LS	1	\$ 50,000.00	0.00%	100.00%	100.00%	\$ -	\$ 50,000.00
6	EQUIPMENT PADS	LS	1	\$ 2,000.00	0.00%	100.00%	100.00%	\$ -	\$ 2,000.00
7	CONCRETE WALLS	LS	1	\$ 110,000.00	0.00%	100.00%	100.00%	\$ -	\$ 110,000.00
8	ROOF PANELS (PRECAST)	LS	1	\$ 35,000.00	0.00%	100.00%	100.00%	\$ -	\$ 35,000.00
9	ROOF SLAB	LS	1	\$ 15,000.00	0.00%	100.00%	100.00%	\$ -	\$ 15,000.00
10	ROOF WATERPROOFING	LS	1	\$ 10,500.00	0.00%	100.00%	100.00%	\$ -	\$ 10,500.00
11	GUTTERS/FLASHING	LS	1	\$ 4,000.00	0.00%	100.00%	100.00%	\$ -	\$ 4,000.00
12	ROLL UP DOOR	LS	1	\$ 10,500.00	0.00%	100.00%	100.00%	\$ -	\$ 10,500.00
13	WALK DOOR	LS	1	\$ 7,500.00	0.00%	100.00%	100.00%	\$ -	\$ 7,500.00
14	BOLLARDS AND HAND RAIL	LS	1	\$ 5,000.00	0.00%	100.00%	100.00%	\$ -	\$ 5,000.00
15	HVAC/MECHANICAL	LS	1	\$ 242,000.00	0.00%	100.00%	100.00%	\$ -	\$ 242,000.00
16	GENERATOR	LS	1	\$ 657,000.00	0.00%	100.00%	100.00%	\$ -	\$ 657,000.00
17	GEAR, PANELS, TRANSFORMER	LS	1	\$ 250,000.00	0.00%	100.00%	100.00%	\$ -	\$ 250,000.00
18	ELECTRICAL INSTALLATION	LS	1	\$ 35,000.00	0.00%	100.00%	100.00%	\$ -	\$ 35,000.00
19	ELECTRICAL MOBILIZATION	LS	1	\$ 9,500.00	0.00%	100.00%	100.00%	\$ -	\$ 9,500.00
BASE BID				\$ 1,549,000.00				\$ -	\$ 1,549,000.00
CHANGE ORDER ITEMS									
CO1	Days for Electrical Equip Delays (Zero \$ CO)	LS	1	\$ -	0.00%	100.00%	100.00%	\$ -	\$ -
CO2.1	Electrical Service Modification	LS	1	\$ 20,485.00	0.00%	100.00%	100.00%	\$ -	\$ 20,485.00
CO2.2	Generator Exhaust Modification	LS	1	\$ 10,602.00	0.00%	100.00%	100.00%	\$ -	\$ 10,602.00
CO2.3	Reversible Starter Motors	LS	1	\$ 10,260.00	0.00%	100.00%	100.00%	\$ -	\$ 10,260.00
CO3.1	Delays for Exhaust materials	LS	1	\$ -	0.00%	100.00%	100.00%	\$ -	\$ -
CO3.2	Modify Sump Pump Controls	LS	1	\$ 3,345.00	0.00%	100.00%	100.00%	\$ -	\$ 3,345.00
CO3.3	Add Relays for Pump Controls	LS	1	\$ 3,850.00	0.00%	100.00%	100.00%	\$ -	\$ 3,850.00
CHANGE ORDER ITEM TOTALS								\$ -	\$ 48,542.00

APPROVED BY:		TOTAL AMOUNT OF WORK DONE THIS PERIOD		\$ -	
		MATERIALS ON HAND USED THIS PERIOD			
CONTRACTOR		8/11/2025	TOTAL AMOUNT OF WORK DONE		\$ 1,597,542.00
	MIKE KELLEY	DATE	MATERIALS ON HAND		\$ -
ENGINEER		9/4/25	TOTAL VALUE OF WORK DONE		\$ 1,597,542.00
	Lewis Bernard, PE	DATE	LESS RETAINAGE (0%)		\$ -
OWNER	FREESSE AND NICHOLS, INC		DIFFERENCE		\$ 1,597,542.00
			LESS SPECIAL DEDUCTIONS		\$ -
			LESS LIQUIDATED DAMAGES		\$ -
			LESS PREVIOUS PAYMENTS		\$ 1,437,787.80
			AMOUNT DUE THIS ESTIMATE		\$ 159,754.20
			Percentage of Contract Paid to Date		100.00%
			(including this invoice)		
			NAME:		
			JEFFERSON COUNTY, TEXAS		

**GENERAL CONTRACTOR'S AFFIDAVIT
OF ALL BILLS PAID AND RELEASE OF LIENS**

STATE OF TEXAS

COUNTY OF ORANGE

THAT I, the undersigned, being duly sworn, do depose and say that I was contracted by JEFFERSON COUNTY, TEXAS to construct, alter and/or repair the public facilities improvements identified as CRANE BAYOU PUMP STATION GENERATORS AND BUILDING PROJECT.

THAT all the materials used in said improvement, all labor performed thereon, and all fees, insurance, and permits in connection with the said improvements, which might give rise to liens, will be paid in full upon receipt of the progress payment in the amount of \$159,754.20.

THAT the foregoing statements are true and correct, and further, I am authorized to execute this document as an officer in the firm of BDS CONSTRUCTORS, LLC dba MK CONSTRUCTORS.

Mike Kelley

Name: Mike Kelley

Title: Project Manager

SUBSCRIBED AND SWORN to before me this 11 day of Aug, 2025

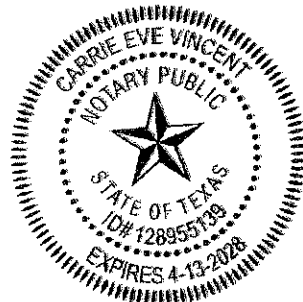
Carrie Vincent

Name of Notary

CV Vincent

Signature

My commission expires: 4/13/28





Agreement 25-050/DC

AT&T MA Reference No. 201505195174UA

AT&T Contract ID No. SDNT0NQ3XS

AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND) PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

Customer	AT&T
County of Jefferson Street Address: 1149 Pearl Street 6 th Floor City: Beaumont State/Province: TX Zip Code: 77701 Country: USA	The applicable AT&T Participating Carriers
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: John Ferrera Title: Systems Administrator Street Address: 1149 Pearl Street 6 th Floor City: Beaumont State/Province: TX Zip Code: 77701 Country: USA Telephone: 4098358447 Email: john.ferrera@jeffersoncountytexas.gov	Name: Natasha Pratt Street Address: 6500 West Loop South City: Bellaire State/Province: TX Zip Code: 77401 Country: USA Telephone: 713-444-3877 Email: nl5132@att.com Sales/Branch Manager: Michelle Fowler SCVP Name: Erik Lindborg Sales Strata: SLED Sales Region: SW With a copy (for Notices) to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☒	
Name: Charles Barker Company Name: NetSpark IP & Telecom Inc. (RO) Agent Street Address: 3129 College St Suite 300 City: Beaumont State: TX Zip Code: 77701 Country: USA Telephone: 4043457080 Email: charles.barker@netsparktelecom.com Agent Code 52632	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

This Pricing Schedule supersedes and replaces the Pricing Schedule (AT&T Contract ID No. SDNDDSOVW7) between Customer and AT&T signed on August 24, 2020 (the "Prior Pricing Schedule"), including any amendments thereto. The rates in this Pricing Schedule will apply to any existing Service Components covered by the Prior Pricing Schedule, commencing as of the Effective Date of this Pricing Schedule or as soon thereafter as the rate changes can be implemented in AT&T's billing system.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Jeff Branick	Printed or Typed Name:
Title: County Judge	Title:
Date:	Date:

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
--	--

WK# - TBD	For AT&T Administrative Use Only
Please sign by January 7, 2026.	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICES

Service	Service Publication Location
AT&T Switched Ethernet Service SM	https://cpr.att.com/pdf/commonEthServGuide.html
AT&T Switched Ethernet Service SM Third-Party Access (3PA)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA
AT&T Switched Ethernet (TCAL)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE
Network on Demand	https://cpr.att.com/pdf/publications/NOD_Guide.pdf
AT&T Inside Wiring	https://cpr.att.com/pdf/publications/ASE_Inside_Wiring_Service_Guide_Attachment.pdf
AT&T Entrance Facility Construction	https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf
AT&T Managed Switched Ethernet on Demand SM	http://serviceguidenew.att.com/sg_flashPlayerPage/AMSEOD

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term.

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	50% plus any unpaid or waived non-recurring charges	60 months

3.1. Minimum Payment Period – Calculation of Early Termination Charges

For services purchased through Network on Demand, the "Monthly Recurring Charge" used for the purposes of computing any applicable termination liability (early termination charges) under the relevant service publication or the customer's master agreement is determined as follows: (i) the total Monthly Recurring Charges payable for the terminated service for the three months prior to the date of termination (or such shorter period as the terminated service had been installed if terminated less than three months after installation), divided by (ii) the number of days in such period, times (iii) 30 days. The Minimum Payment Period for CIR, CoS, or CIR and CoS Packages are coterminous with the Minimum Payment Period of the associated Customer Port Connection; however, early termination charges are not incurred as a result of changes to CIR, CoS, or CIR and CoS Packages while the associated Customer Port Connection is still in service.

4. ADDS; MOVES; and UPGRADES

4.1. Adds

Orders for Service Components in excess of quantities listed Attachment A ("Adds") permitted only as specified below:			
Service Components Permitted for Adds	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges
All Service Components listed in Attachment A	Site(s) listed in Attachment A	As provided in Section 5	As provided in Section 5, plus any additional special construction charges that may be assessed

4.2. Moves

Per applicable Service Publication

UA Required OPPTY: 1-T0NQ3XS SR: 1-T6U7HSR RLR: 1792065v1.2	AT&T and Customer Confidential Information Page 2 of 12	[ASE_NoD_custom] PS 101824 AT&T Solution No. 4169349 Fm2342 07/21/2025
---	--	--

WK# - TBD	For AT&T Administrative Use Only
Please sign by January 7, 2026.	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

4.3. Upgrades

4.3.1. Upgrades to a Higher Speed

Customers may upgrade their CIR to a higher speed without incurring Termination Charges if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2. Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. RATES and CHARGES

5.1. AT&T SWITCHED ETHERNET SERVICE – 21-State AT&T ILEC Footprint

5.1.1. Initial Site and Service Configuration

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A. This Pricing Schedule is Customer's initial order for the Services shown on Attachment A. Port Connections and CIR/CoS growth components are listed in section 5.1.2.

5.1.2. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

5.1.2.1. Customer Port Connection MRC

Customer Port Connection		
Port Type	Customer Port Connection Speed	MRC
Basic Port	100 Mbps	\$150.00
	1000 Mbps (1 Gbps)	\$150.00
	10000 Mbps (10 Gbps)	\$1074.00
PPCoS Port	100 Mbps	\$150.00
	1000 Mbps (1 Gbps)	\$150.00
	10000 Mbps (10 Gbps)	\$1074.00

5.1.2.2. Bandwidth MRC

CIR Speeds	Basic Port Connections					Per Packet Class of Service (PPCoS)			
	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time	Business Data	Critical Data	MultiMedia Standard	MultiMedia High
2 Mbps	\$81.66	\$81.66	\$81.66	\$81.66	\$93.24	\$170.50	\$175.00	\$231.35	\$247.13
4 Mbps	\$91.32	\$91.32	\$91.32	\$91.32	\$103.39	\$195.42	\$199.99	\$252.64	\$268.66
5 Mbps	\$96.14	\$96.14	\$96.14	\$96.14	\$108.45	\$209.06	\$216.93	\$256.30	\$272.05
8 Mbps	\$102.43	\$102.43	\$102.43	\$102.43	\$115.05	\$225.48	\$232.48	\$262.27	\$278.04
10 Mbps	\$108.71	\$108.71	\$108.71	\$108.71	\$121.65	\$235.00	\$244.45	\$307.43	\$326.32
20 Mbps	\$115.00	\$115.00	\$115.00	\$115.00	\$128.25	\$260.27	\$270.52	\$321.80	\$342.32

UA Required OPPTY: 1-T0NQ3XS SR: 1-T6U7HSR RLR: 1792065v1.2	AT&T and Customer Confidential Information Page 3 of 12	[ASE_NoD_custom] PS 101824 AT&T Solution No. 4169349 Fm2342 07/21/2025
---	--	--

WK# - TBD	For AT&T Administrative Use Only
Please sign by January 7, 2026.	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

CIR Speeds	Basic Port Connections					Per Packet Class of Service (PPCoS)			
	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time	Business Data	Critical Data	MultiMedia Standard	MultiMedia High
50 Mbps	\$165.00	\$165.00	\$165.00	\$165.00	\$180.75	\$298.58	\$310.47	\$363.29	\$388.38
100 Mbps	\$204.17	\$204.17	\$204.17	\$204.17	\$221.88	\$346.77	\$362.92	\$416.78	\$443.71
150 Mbps	\$243.33	\$243.33	\$243.33	\$243.33	\$263.00	\$475.60	\$497.23	\$538.81	\$575.41
250 Mbps	\$282.50	\$282.50	\$282.50	\$282.50	\$304.13	\$533.41	\$558.10	\$689.74	\$737.46
400 Mbps	\$321.67	\$321.67	\$321.67	\$321.67	\$345.25	\$585.03	\$612.54	\$741.98	\$793.75
500 Mbps	\$360.83	\$360.83	\$360.83	\$360.83	\$386.38	\$619.69	\$648.52	\$776.68	\$831.15
600 Mbps	\$400.00	\$400.00	\$400.00	\$400.00	\$427.50	\$709.68	\$742.86	\$869.26	\$927.72
1000 Mbps	\$450.00	\$450.00	\$450.00	\$450.00	\$480.00	\$808.82	\$848.06	\$973.62	\$1041.11
2000 Mbps	\$592.74	\$613.88	\$628.86	\$643.83	\$675.55	\$592.74	\$613.88	\$643.83	\$675.55
2500 Mbps	\$792.70	\$823.50	\$846.05	\$868.60	\$917.00	\$792.70	\$823.50	\$868.60	\$917.00
4000 Mbps	\$941.99	\$981.52	\$1009.19	\$1036.86	\$1100.10	\$941.99	\$981.52	\$1036.86	\$1100.10
5000 Mbps	\$1105.63	\$1153.77	\$1187.47	\$1221.16	\$1298.19	\$1105.63	\$1153.77	\$1221.16	\$1298.19
7500 Mbps	\$1660.97	\$1738.34	\$1792.50	\$1846.65	\$1970.44	\$1660.97	\$1738.34	\$1846.65	\$1970.44
9500 Mbps	\$2195.53	\$2301.03	\$2374.88	\$2448.73	\$2617.54	\$2195.53	\$2301.03	\$2448.73	\$2617.54
10000 Mbps	\$2275.33	\$2385.03	\$2461.82	\$2538.61	\$2714.14	\$2275.33	\$2385.03	\$2538.61	\$2714.14

5.1.2.3. Feature MRC

Feature	MRC
Enhanced Multicast	\$70.00

5.1.2.4. Diverse Access Feature Charges

Diverse Access Feature: 60-Month Term	
Feature	MRC
Diverse Access	\$250.00

5.1.3. Non-Recurring Charges (NRCs)

Standard Non-Recurring Charges (NRCs) for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4. Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

UA Required OPPTY: 1-T0NQ3XS SR: 1-T6U7HSR RLR: 1792065v1.2	AT&T and Customer Confidential Information Page 4 of 12	[ASE_NoD_custom] PS 101824 AT&T Solution No. 4169349 Fm2342 07/21/2025
---	---	--

WK# - TBD

Please sign by January 7, 2026.

For AT&T Administrative Use Only

Pricing Schedule No. _____

Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

5.2. AT&T SWITCHED ETHERNET SERVICE THIRD PARTY ACCESS (3PA) - Outside 21-State AT&T ILEC Footprint

5.2.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). Availability, Price Group and Access Mileage Group associated with Third Party Access are subject to change, based on the availability and pricing of access connections from the third-party providers. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.

5.2.1.1. Third-Party Local Switched and Dedicated Access Connection MRC

Port Speeds	Port Type	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9	Group 10	Group 11	Group 12
2 Mbps	Switched	\$95.85	\$231.29	\$446.27	\$270.06	\$287.63	\$304.69	\$480.81	\$520.76	\$304.69	\$483.80	\$429.42	\$270.06
4 Mbps	Switched	\$95.85	\$244.29	\$469.17	\$293.02	\$293.02	\$304.69	\$480.81	\$520.76	\$304.69	\$483.80	\$427.05	\$293.02
5 Mbps	Switched	\$95.85	\$273.79	\$480.80	\$304.69	\$304.69	\$304.69	\$480.81	\$520.76	\$304.69	\$483.80	\$424.65	\$304.69
8 Mbps	Switched	\$95.85	\$316.29	\$619.65	\$319.80	\$347.30	\$264.70	\$615.67	\$525.95	\$270.68	\$621.65	\$563.50	\$319.80
10 Mbps	Switched	\$95.85	\$345.29	\$615.67	\$264.70	\$343.32	\$264.70	\$615.67	\$525.95	\$270.68	\$621.65	\$559.51	\$278.74
20 Mbps	Switched	\$99.40	\$402.29	\$624.66	\$305.98	\$386.01	\$305.98	\$624.66	\$677.69	\$317.95	\$636.62	\$762.24	\$460.41
50 Mbps	Switched	\$99.40	\$505.96	\$823.57	\$363.10	\$502.08	\$363.10	\$823.57	\$776.02	\$393.01	\$853.48	\$924.65	\$573.68
100 Mbps	Switched	\$102.95	\$744.67	\$942.20	\$439.62	\$594.04	\$439.62	\$942.20	\$1,093.80	\$499.45	\$1,002.04	\$1,071.36	\$790.59
150 Mbps	Switched	\$106.50	\$880.00	\$1,267.86	\$497.13	\$821.43	\$589.58	\$1,488.06	\$1,243.15	\$828.91	\$1,727.39	\$1,514.94	\$1,023.58
250 Mbps	Switched	\$106.50	\$1,021.52	\$1,228.66	\$457.93	\$782.22	\$589.58	\$1,488.06	\$1,433.85	\$828.91	\$1,727.39	\$1,475.74	\$984.38
400 Mbps	Switched	\$106.50	\$1,124.00	\$1,372.94	\$517.98	\$703.30	\$589.58	\$1,488.06	\$1,676.57	\$828.91	\$1,727.39	\$1,747.78	\$1,186.23
500 Mbps	Switched	\$110.05	\$1,166.66	\$1,448.86	\$550.38	\$723.05	\$550.38	\$1,448.86	\$1,823.26	\$849.54	\$1,748.02	\$1,708.57	\$1,147.02
600 Mbps	Switched	\$113.60	\$1,300.00	\$1,428.38	\$730.65	\$730.65	\$730.65	\$1,428.38	\$2,025.06	\$1,089.65	\$1,787.37	\$1,909.90	\$1,348.35
1000 Mbps	Switched	\$113.60	\$1,311.00	\$1,446.59	\$611.28	\$739.04	\$667.44	\$1,446.59	\$2,706.06	\$1,265.78	\$2,044.93	\$1,790.54	\$1,228.99
2 Mbps - 50 Mbps	Dedicated	\$315.00	\$885.00	\$885.00	\$1,200.00	\$1,650.00	\$2,050.00	\$2,450.00	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	\$420.00	\$1,320.00	\$1,320.00	\$1,500.00	\$3,000.00	\$4,000.00	\$6,550.00	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	\$420.00	\$1,320.00	\$1,320.00	\$1,500.00	\$3,000.00	\$4,000.00	\$6,550.00	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	\$478.80	\$1,800.00	\$1,800.00	\$2,750.00	\$3,500.00	\$4,600.00	\$7,000.00	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	\$630.00	\$3,098.00	\$3,098.00	\$4,500.00	\$5,650.00	\$7,200.00	\$7,800.00	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	\$120.70	\$3,438.00	\$1,980.90	\$5,500.00	\$6,958.33	\$9,250.00	\$9,576.44	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	\$173.95	\$6,250.13	\$1,785.25	\$7,500.00	\$9,575.44	\$11,000.00	\$1,191.42	N/A	N/A	N/A	N/A	N/A

WK# - TBD Please sign by January 7, 2026.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
--	--

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Port Speeds	Port Type	Group 13	Group 14	Group 15	Group 16	Group 17	Group 18	Group 19	Group 20	Group 21	Group 22	Group 23	Group 24
2 Mbps	Switched	\$642.55	\$340.97	\$567.04	\$436.25	\$304.69	\$270.06	\$378.25	\$270.06	\$270.06	\$270.06	\$249.57	\$249.57
4 Mbps	Switched	\$642.55	\$356.86	\$567.04	\$436.25	\$304.69	\$293.02	\$378.25	\$293.02	\$293.02	\$293.02	\$263.64	\$263.64
5 Mbps	Switched	\$642.55	\$362.88	\$567.04	\$436.25	\$304.69	\$319.80	\$378.25	\$304.69	\$309.88	\$304.69	\$290.73	\$290.73
8 Mbps	Switched	\$770.35	\$389.41	\$708.12	\$634.19	\$452.88	\$319.80	\$392.36	\$319.80	\$377.24	\$319.80	\$359.81	\$319.80
10 Mbps	Switched	\$770.35	\$455.63	\$708.12	\$634.19	\$452.88	\$264.70	\$392.36	\$336.67	\$508.37	\$313.09	\$385.63	\$288.37
20 Mbps	Switched	\$898.15	\$605.01	\$756.22	\$1,015.62	\$743.09	\$305.98	\$461.71	\$396.54	\$597.05	\$379.91	\$751.42	\$395.43
50 Mbps	Switched	\$1,093.40	\$927.46	\$839.42	\$1,815.16	\$1,408.18	\$363.10	\$636.73	\$537.93	\$878.04	\$470.33	\$974.78	\$546.01
100 Mbps	Switched	\$1,299.30	\$1,020.82	\$957.04	\$2,425.47	\$1,835.50	\$439.62	\$766.55	\$635.50	\$1,018.18	\$558.00	\$1,578.76	\$972.48
150 Mbps	Switched	\$1,686.25	\$1,040.43	\$1,276.48	\$3,122.50	\$2,506.14	\$497.13	\$818.30	\$727.23	\$1,031.86	\$617.07	\$3,635.69	\$1,050.06
250 Mbps	Switched	\$1,686.25	\$1,136.00	\$1,276.48	\$4,593.79	\$3,881.44	\$457.93	\$818.30	\$718.21	\$1,067.24	\$653.65	\$5,129.95	\$1,220.84
400 Mbps	Switched	\$1,945.40	\$1,146.92	\$1,276.48	\$4,593.79	\$3,881.44	\$589.58	\$818.30	\$661.17	\$1,058.60	\$643.49	\$5,129.95	\$1,357.91
500 Mbps	Switched	\$1,945.40	\$1,152.64	\$1,417.78	\$5,063.19	\$4,339.89	\$550.38	\$818.30	\$637.12	\$1,051.12	\$624.49	\$5,791.87	\$1,511.84
600 Mbps	Switched	\$2,204.55	\$1,104.08	\$1,455.65	\$6,914.51	\$6,063.51	\$730.65	\$1,162.71	\$651.14	\$1,069.35	\$601.74	\$6,294.00	\$1,590.43
1000 Mbps	Switched	\$2,595.05	\$1,111.06	\$1,622.07	\$6,914.51	\$6,063.51	\$667.44	\$1,162.71	\$757.78	\$1,341.80	\$577.53	\$6,545.43	\$2,193.64
2 Mbps - 50 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

WK# - TBD	For AT&T Administrative Use Only
Please sign by January 7, 2026.	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Port Speeds	Port Type	Group 25	Group 26	Group 27	Group 28	Group 29	Group 30
2 Mbps	Switched	\$270.06	\$249.57	\$236.07	\$249.57	\$403.00	\$756.07
4 Mbps	Switched	\$293.02	\$263.64	\$236.07	\$294.99	\$437.36	\$833.54
5 Mbps	Switched	\$304.69	\$290.73	\$236.07	\$343.03	\$440.00	\$897.87
8 Mbps	Switched	\$319.80	\$257.56	\$236.07	\$386.46	\$445.00	\$1,009.83
10 Mbps	Switched	\$243.64	\$257.56	\$236.07	\$389.62	\$450.00	\$1,134.86
20 Mbps	Switched	\$320.02	\$304.43	\$255.15	\$537.38	\$550.00	\$1,390.09
50 Mbps	Switched	\$405.21	\$490.63	\$300.24	\$615.30	\$707.08	\$1,699.89
100 Mbps	Switched	\$622.12	\$633.05	\$356.21	\$635.91	\$899.73	\$2,164.20
150 Mbps	Switched	\$616.46	\$640.01	\$458.97	\$812.39	\$982.06	\$2,500.00
250 Mbps	Switched	\$703.61	\$687.48	\$458.97	\$1,015.40	\$1,200.00	\$3,384.11
400 Mbps	Switched	\$712.42	\$687.48	\$458.97	\$1,015.40	\$1,369.24	\$3,600.00
500 Mbps	Switched	\$760.96	\$703.01	\$470.83	\$1,015.40	\$1,403.09	\$4,030.63
600 Mbps	Switched	\$769.26	\$692.33	\$466.82	\$919.64	\$1,800.00	\$5,500.00
1000 Mbps	Switched	\$737.63	\$779.25	\$527.00	\$919.64	\$1,999.00	\$5,636.21
2 Mbps - 50 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A

WK# - TBD Please sign by January 7, 2026.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
--	--

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

5.2.1.2. Third-Party Local Switched Access Mileage MRC

Third-Party Local Switched Access Mileage MRC Price Groups				
Port Connection Speed	Mileage A		Mileage B	
	Fixed	Per Mile	Fixed	Per Mile
2 Mbps – 1000 Mbps	\$0.00	\$110.05	\$0.00	\$110.05
Applicability of mileage will be determined during address qualification.				

5.2.1.3. Third-Party Local Dedicated Access Mileage MRC

Third Party Local Dedicated Access Mileage MRC Price Groups														
Port Connecti on Speed	Mileage A		Mileage B		Mileage C		Mileage D		Mileage E		Mileage F		Mileage G	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 50 Mbps	\$189.85	\$6.75	\$0	\$0	\$315.95	\$29.11	\$315.95	\$29.11	\$0	\$61.77	\$0	\$0	\$0	\$0
>50 Mbps - 100 Mbps	\$277.97	\$9.02	\$0	\$0	\$397.6	\$36.21	\$397.6	\$36.21	\$0	\$66.74	\$0	\$0	\$0	\$0
>100 Mbps - 250 Mbps	\$277.97	\$11.29	\$0	\$0	\$397.6	\$51.12	\$397.6	\$51.12	\$0	\$69.58	\$0	\$0	\$0	\$0
>250 Mbps - 500 Mbps	\$518.66	\$16.97	\$0	\$0	\$727.75	\$94.43	\$727.75	\$94.43	\$0	\$98.69	\$0	\$0	\$0	\$0
>500 Mbps - 600 Mbps	\$822.61	\$24.85	\$0	\$0	\$1121.8	\$203.06	\$1121.8	\$203.06	\$0	\$139.87	\$0	\$0	\$0	\$0
1000 Mbps	\$1296.11	\$35	\$202.35	\$102.95	\$2403.35	\$348.61	\$2403.35	\$348.61	\$0	\$155.49	\$0	\$0	\$0	\$0
10000 Mbps	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

WK# - TBD	For AT&T Administrative Use Only
Please sign by January 7, 2026.	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

5.2.1.4. Third-Party Bandwidth MRC

CIR Speed	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	RealTime
2 Mbps	\$50.42	\$51.98	\$54.58	\$57.17	\$59.78
4 Mbps	\$52.38	\$54.00	\$56.70	\$59.40	\$62.10
5 Mbps	\$54.35	\$56.03	\$58.83	\$61.63	\$64.43
8 Mbps	\$55.66	\$57.38	\$60.25	\$63.11	\$65.99
10 Mbps	\$58.93	\$60.75	\$63.79	\$66.83	\$69.86
20 Mbps	\$65.48	\$67.50	\$70.88	\$74.25	\$77.63
50 Mbps	\$104.76	\$108.00	\$113.40	\$118.80	\$124.20
100 Mbps	\$157.14	\$162.00	\$170.10	\$178.20	\$186.30
150 Mbps	\$196.43	\$202.50	\$212.63	\$222.75	\$232.88
250 Mbps	\$229.16	\$236.25	\$248.06	\$259.88	\$271.69
400 Mbps	\$294.64	\$303.75	\$318.94	\$334.13	\$349.31
500 Mbps	\$327.38	\$337.50	\$354.38	\$371.25	\$388.13
600 Mbps	\$392.85	\$405.00	\$425.25	\$445.50	\$465.75
1000 Mbps	\$491.06	\$506.25	\$531.56	\$556.88	\$582.19
2000 Mbps	\$916.65	\$945.00	\$992.25	\$1,039.50	\$1,086.75
2500 Mbps	\$1,113.08	\$1,147.50	\$1,204.88	\$1,262.25	\$1,319.63
4000 Mbps	\$1,636.88	\$1,687.50	\$1,771.88	\$1,856.25	\$1,940.63
5000 Mbps	\$1,964.25	\$2,025.00	\$2,126.25	\$2,227.50	\$2,328.75
7500 Mbps	\$2,160.68	\$2,227.50	\$2,338.88	\$2,450.25	\$2,561.63
9500 Mbps	\$2,226.15	\$2,295.00	\$2,409.75	\$2,524.50	\$2,639.25
10000 Mbps	\$2,291.63	\$2,362.50	\$2,480.63	\$2,598.75	\$2,716.88

5.2.2. Additional Charges

Charges for associated features or additional Service options may apply per Service Publication.

WK# - TBD	For AT&T Administrative Use Only
Please sign by January 7, 2026.	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

5.3. AT&T MANAGED SWITCHED ETHERNET ON DEMAND

5.3.1. Monthly Recurring Charges

AT&T Managed Switched Ethernet on Demand- PLUS MRC – 60-Month Term		
Managed Router*	Committed Information Rate (CIR)	MRC
100 Mbps	<100M	\$134.00
	100M	\$134.00
1 Gbps	<100M	\$142.00
	100M to 250M	\$171.00
	>250M to 500M	\$299.00
	>500M to 1G	\$310.00
10 Gbps	>1G	\$361.00
	>1G to 5G	\$534.00
	>5G to 10G	\$754.00

*Managed Router priced according to ASEoD port capacity.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1. Special Conditions for 10 Gbps Customer Port Connections

With respect to 10 Gbps Ports, Customer may use the Business Center Portal to order such Ports, to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS of such Ports, or to establish or change EVCs associated with such Ports. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. EVCs exceeding 1000 Mbps are subject to network availability.

WK# - TBD	For AT&T Administrative Use Only
Please sign by January 7, 2026.	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A

RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION

County of Jefferson

A-1. Rates and Charges; Initial Order Quantities

Service Components	Quantity Existing	MRC, per Unit
Customer Port Connection - 1 Gbps – Basic - USOC: EYQFX	20	\$150.00
20 Mbps CIR - Interactive - Basic Only - USOC: R6EDX	9	\$115.00
50 Mbps CIR - Interactive - Basic Only - USOC: R6EHX	5	\$165.00
100 Mbps CIR - Interactive - Basic Only - USOC: R6ELX	1	\$204.17
250 Mbps CIR - Interactive - Basic Only - USOC: R6EQX	2	\$282.50
400 Mbps CIR - Interactive - Basic Only - USOC: R6ESX	1	\$321.67
1000 Mbps CIR - Interactive - Basic Only - USOC: R6EZX	2	\$450.00

A-2. Initial Sites and Service Configuration

Jurisdiction: By selecting AT&T Switched Ethernet Service provided as interstate access service, Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **more than ten percent (10%)** of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Port is Interstate or Intrastate.

Table 1. Complete a line for each Customer Port Connection

Port ID #	Street Address	City	State	Jurisdiction	Geographic Location
1	1149 Pearl St	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
2	5055 Interstate 10 S	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
3	800 4th St	Port Arthur	TX	Intrastate	Within 21 State ILEC Footprint
4	20205 Highway 90	China	TX	Intrastate	Within 21 State ILEC Footprint
5	525 Lakeshore Dr	Port Arthur	TX	Intrastate	Within 21 State ILEC Footprint
6	820 Neches St	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
7	5030 Highway 69 S	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
8	1149 Pearl St	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
9	900 4th St	Port Arthur	TX	Intrastate	Within 21 State ILEC Footprint
10	4640 Hangar Dr	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
11	6000 Airline Dr	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
12	5950 S 1st St	Sabine Pass	TX	Intrastate	Within 21 State ILEC Footprint
13	5000 Jerry Ware Dr	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
14	7780 Boyt Rd	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
15	19217 Fm 365 Rd	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
16	4605 Jerry Ware Dr	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
17	7759 Viterbo Rd	Nederland	TX	Intrastate	Within 21 State ILEC Footprint
18	5700 Jade Ave	Port Arthur	TX	Intrastate	Within 21 State ILEC Footprint
19	5326 Highway 69 S	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint
20	7933 Viterbo Rd	Beaumont	TX	Intrastate	Within 21 State ILEC Footprint

UA Required OPPTY: 1-T0NQ3XS SR: 1-T6U7HSR RLR: 1792065v1.2	AT&T and Customer Confidential Information Page 11 of 12	[ASE_NoD_custom] PS 101824 AT&T Solution No. 4169349 Fm2342 07/21/2025
---	---	--

WK# - TBD

Please sign by January 7, 2026.

For AT&T Administrative Use Only

Pricing Schedule No. _____

Original Effective Date: _____

AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Table 2. Service Components and Features associated with Customer Port Connections identified above within the 21-State ILEC Footprint. This Pricing Schedule shall constitute Customer's order for Service at the locations listed below.

Port ID #	Customer Port Connection Speed	CIR Speed for Ports 1 Gbps & Below	CIR Speed for Ports 10 Gbps & Above	Class of Service	Diverse Access	Add'l MAC Addresses	Enhanced Multicast
1	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No	No
2	1 Gbps Basic	20 Mbps	N/A	Interactive	No	No	No
3	1 Gbps Basic	50 Mbps	N/A	Interactive	No	No	No
4	1 Gbps Basic	20 Mbps	N/A	Interactive	No	No	No
5	1 Gbps Basic	250 Mbps	N/A	Interactive	No	No	No
6	1 Gbps Basic	50 Mbps	N/A	Interactive	No	No	No
7	1 Gbps Basic	400 Mbps	N/A	Interactive	No	No	No
8	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No	No
9	1 Gbps Basic	20 Mbps	N/A	Interactive	No	No	No
10	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No	No
11	1 Gbps Basic	20 Mbps	N/A	Interactive	No	No	No
12	1 Gbps Basic	50 Mbps	N/A	Interactive	No	No	No
13	1 Gbps Basic	20 Mbps	N/A	Interactive	No	No	No
14	1 Gbps Basic	20 Mbps	N/A	Interactive	No	No	No
15	1 Gbps Basic	20 Mbps	N/A	Interactive	No	No	No
16	1 Gbps Basic	250 Mbps	N/A	Interactive	No	No	No
17	1 Gbps Basic	20 Mbps	N/A	Interactive	No	No	No
18	1 Gbps Basic	20 Mbps	N/A	Interactive	No	No	No
19	1 Gbps Basic	50 Mbps	N/A	Interactive	No	No	No
20	1 Gbps Basic	50 Mbps	N/A	Interactive	No	No	No

Table 3. Service Components and Features associated with Customer Port Connections identified above outside the 21 State ILEC Footprint. This Pricing Schedule shall constitute Customer's order for Service at the locations listed below.

Port ID #	Access Type	Customer Port Connection Speed	Access Price Group	Access Mileage Group	Access Mileage	CIR Speed	Class of Service

End of Document

**MASTER AGREEMENT**

Customer	AT&T
County of Jefferson Street Address: 1149 Pearl Street 7 th Floor City: Beaumont State/Province: TEXAS Zip Code: 77701 Country: USA	AT&T Enterprises, LLC
Customer Contact (for notices)	AT&T Contact (for notices)
Name: John Ferrara Title: Systems Administrator Street Address: 1149 Pearl Street, 6 th Floor City: Beaumont State/Province: TEXAS Zip Code: 7701 Country: USA Telephone: 4098358447 Fax: Email: jferrara@co.jefferson.tx.us	Street Address: 6500 West Loop South City: Bellaire State/Province: TX Zip Code: 77401 Country: USA With a copy to: AT&T Enterprises. 208 S Akard Street Dallas, TX, 75202 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), replaces and supersedes Master Agreement Number 20150519-5174UA dated June 22, 2015 and is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: Jeff Branick	Name:
Title: County Judge	Title:
Date:	Date:

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

MASTER AGREEMENT

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 Billing. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 Credit Terms. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 MARC. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

MASTER AGREEMENT

4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

MASTER AGREEMENT

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 Customer's Obligations. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

MASTER AGREEMENT

8. SUSPENSION AND TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 Termination or Suspension. The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e.,

MASTER AGREEMENT

not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

8.5 Termination for Non-Appropriation

By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, and an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' prior written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Agreement, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties

MASTER AGREEMENT

will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 Injunctive Relief. Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 Legal Action. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 Governing Law. This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 Compliance with Laws. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 No Third Party Beneficiaries. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 Survival. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 Agreement Language. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

MASTER AGREEMENT

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

Order Agreement

41

Agreement 25-051/DC



Account Name: Jefferson County Texas
Account ID: 0013400001TVaocAAD
Address: 5055 Ih-10 S. BeaumontTX 77705
Contact Name: Jeff Ross
Customer Email: ross@co.jefferson.tx.us
Billing Email:

Quote Sent Date: 09-04-2025
Order Number: 00116321
Quote Expiration Date: 10-03-2025
Access Term: 15
Order Type: New Business

SKU	Product	Order Type	Qty	Retail Price	Sales Price	Total
AAXMO-ENT	Enterprise	New Business	12	\$590.00	\$590	\$7,080.00

Line item discount total **\$0.00**

Total Purchase Price: \$7,080.00

Notes and Special Instructions:

12 Enterprise All Access licenses- \$590/per- 12 month access

Training quote expires on 10/3/2025

The information provided in this quote form is confidential and intended solely for the recipient. Any unauthorized use, disclosure, or distribution is prohibited. Prices and terms are subject to change without notice. This quote does not constitute a binding agreement until accepted by both parties in writing. All rights reserved.

StormWind, LLC
17550 N. Perimeter Dr. STE 300 Scottsdale, AZ 85255

STORMWIND

Order Agreement

Terms and Conditions

Agreement & Acceptance: The person signing this StormWind Epic Live Order Agreement on behalf of Customer hereby confirms that he/she has been duly authorized by Customer to execute it and legally commit Customer to the terms set forth herein. He/she also acknowledges having read and, on behalf of Customer, agreed to the terms and conditions set forth via the link below which governs this Order Agreement.

<http://www.stormwindstudios.com/privacy/>

<http://www.stormwindstudios.com/terms-conditions/>

Price Lock – Auto Renewal: Opt-In

Opt-In: By selecting Opt-In on the Auto Renewal Price Lock on this Order Agreement, customers not only benefit from continuous access to our training services but also guarantee their exclusive pricing structure. This locks in any promotional rates and ensures protection against any prospective pricing adjustments in the future. Price Lock is applicable both for the duration of this subscription and for any subsequent renewals or additional purchases while the account is active.

Should you wish to discontinue the Auto Renewal, a written notification is required a minimum of thirty (30) days prior to the conclusion of the current term. Please provide this notice (inclusive of the order number and company name as specified in the original order) to cancellations@stormwindlive.com



ATTEST
DATE

Judy Ginnell
9/18/25

Client Signature:

[Handwritten Signature]

Signed Date:

09/16/2025

Title

County Judge

StormWind Finance
Signature:

[Handwritten Signature]

Signed Date:

09/04/2025

The information provided in this quote form is confidential and intended solely for the recipient. Any unauthorized use, disclosure, or distribution is prohibited. Prices and terms are subject to change without notice. This quote does not constitute a binding agreement until accepted by both parties in writing. All rights reserved.



StormWind Online Training Terms and Conditions of Use

WHEREAS, StormWind desires to offer online training to Purchaser via a web-based learning management system ("Campus") and Purchaser agrees to license access to the Campus; and

NOW THEREFORE, in consideration of the premises and the representations and mutual undertakings hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

1. Subject Matter

StormWind is currently offering online training to employees of Purchaser ("Students") via Campus.

2. Account

An account to Campus shall be licensed pursuant to an executed order form which shall be attached to these Terms and Conditions as a link ("Order Form"). By licensing an



These Terms and Conditions may only be modified by a written instrument which is executed by a duly authorized representative of each party. Legal notices must be sent by certified or registered mail (return receipt requested) or commercial express courier (with tracking capabilities) and shall be deemed to have been duly given when delivered to addresses set forth above. All other notices can be given through e-mail, a posting on the Campus, updates on the StormWind website or any other means by which Purchaser or a Student may obtain notice.

4. Limited License.

StormWind hereby grants each Student a limited, non-exclusive, non-sublicensable and non-transferable worldwide license to access and use Campus including the content and information available in Campus and documentation thereto according to the provisions contained herein.

Each account may only allow its Students that have signed up to access the student Campus. If the applicable Order Form terminates, the applicable Students shall no longer have access to the Campus. The Campus may not be accessed by more than the authorized number of Students purchased under the Order Form. Each Student shall be authorized to access the Campus from any Internet connection.

Purchaser shall be designated to oversee and be responsible for management of the Student accounts.

5. Access to the StormWind Student Campus; Modification of Content.

StormWind strives to provide the Campus to its Students on a continuous basis. To that end, StormWind will take all commercially reasonable efforts to provide uninterrupted access to the Campus to its Students. However, from time to time, Students may be



maintenance of the system, and other related reasons. StormWind will provide notifications at least three (3) business days in advance to Purchaser and/or Students related to downtime as a result of StormWind's actions (Regular Maintenance, Software Issues, Hardware issues). These notices will be given through e-mail, a posting on the Campus, and updates on the StormWind website as prescribed. In response to any unavailability of the Campus to its Students, StormWind will take all commercially reasonable steps to ensure access is restored within a reasonable period of time. The term "commercially reasonable," as used in these Terms, shall mean reasonable efforts taken in good faith without an unduly or burdensome use or expenditure of time, resources, personnel or money.

StormWind endeavors to provide the highest quality content to its Students. To that end, StormWind reserves the right to change, modify, or discontinue any aspect or feature of the Campus in whole or in part, including, without limitation, the content of Campus. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on the Campus.

Students are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the Site.

6. Prohibited Conduct.

Student expressly agrees to refrain from doing, either personally or through an agent, any of the following "Prohibited Conduct":

- Knowingly transmit, install, upload or otherwise transfer any virus, advertisement, communication, or other item or process to the Campus that in any way affects the use, enjoyment or service of Campus, or adversely affects StormWind's computers, servers or databases.



license, transfer or adapt any of the software, content, information, text, graphics, source code or HTML code, or other content available on the Campus.

- Transfer the Campus content to another person; “frame,” “mirror,” “in-line link,” or employ similar navigational technology to the Campus content.
- Knowingly violate or attempt to violate StormWind’s security mechanisms, access any data or server you are not authorized to access or otherwise breach the security of the Campus or corrupt the Campus in any way.
- Knowingly engage in any other conduct which violates the Copyright Act or other laws of the United States.
- Use any device (such as a “web crawler” or other automatic retrieval mechanism) or other means to harvest information about other Students, the Campus or StormWind.
- Use the Campus to intentionally violate a third party’s intellectual property, personality, publicity or confidentiality rights; upload, download, display, publish, perform, create derivative works from, transmit, or otherwise distribute information or content in violation of a third party’s intellectual property rights.
- Knowingly misrepresent a Student’s identity or personal information when accessing the Campus.
- Knowingly post obscene, harassing, defamatory, filthy, violent, pornographic, abusive, threatening, objectionable or illegal material on the Campus or during a Live Class; post a communication that advocates or encourages criminal conduct or conduct that may give rise to civil liability.
- Provide access to an account or transfer account to another Student when the paid Student has completed their courses or if the paid Student is no longer with the paying company/account.

7. LIMITED WARRANTIES.



7.3 STORMWIND PROVIDES NO WARRANTY THAT PURCHASER HARDWARE, SOFTWARE, TELECOMMUNICATIONS EQUIPMENT AND/OR INTERNET SERVICE IS COMPATIBLE OR SUFFICIENT TO ACCESS THE SITE.

8. Third Party Content; Hyperlinks.

Content provided by third parties is for informational purposes only, and StormWind's use of the content constitutes neither an endorsement nor a recommendation by StormWind of the content and is not liable for any claims related to such content. StormWind assumes no responsibility for third party products or services unless recommended by StormWind or unless such products or services are incorporated in the Campus.

The StormWind Student Campus may contain links and references to other third party websites and materials. StormWind does not assume any responsibility for these websites or materials and provides these links or materials solely for the convenience of Students. StormWind does not endorse or otherwise recommend any of these third party websites, references, or the products, services, or information there offered. StormWind may disable any hyperlink to the Campus.

STORMWIND MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE INFORMATION PROVIDED BY THIRD PARTIES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY INFORMATION FOUND ON A LINK LOCATED ON CAMPUS THAT ALLOWS STUDENTS TO ACCESS INFORMATION FOUND ON ANOTHER SITE. ADDITIONALLY, STORMWIND DOES NOT WARRANT THE EXISTENCE OR FUNCTIONALITY OF ANY WEBSITE WHICH CAN BE ACCESSED THROUGH A LINK LOCATED ON CAMPUS.

9. Limitation on Liability.



Persons that arise out of or relate to this Agreement, REGARDLESS OF WHETHER ANY SUCH CLAIM ARISES UNDER OR RESULTS FROM CONTRACT, NEGLIGENCE, OR STRICT LIABILITY OF THE PARTY WHOSE LIABILITY IS BEING WAIVED HEREBY. StormWind's maximum liability to Customer shall be limited to the actual cost paid by the Customer. Except as expressly provided in the Agreement, neither Customer nor StormWind makes any guarantees or warranties of any kind, expressed or implied. StormWind specifically disclaims all implied warranties of any kind or nature, including any implied warranty of merchantability and/or any implied warranty of fitness for a particular purpose.

10. Copyrights, Trademarks and Other Proprietary Rights.

StormWind or its third party content providers shall retain all worldwide rights in the intellectual property in and on the Campus, including, but not limited to, trademarks, service marks, trade dress, inventions, ideas, trade secrets, the source code, the HTML code, the "look and feel" of the Campus, its color combinations, layout, and all other graphical elements, and the copyrights in and to its original content.

Notwithstanding the foregoing, Purchaser owns and shall retain all rights in all intellectual property and information provided to StormWind in connection with these Terms and Conditions. Except as expressly stated on the Campus or in these Terms, nothing that appears in the Campus may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed for commercial use without the prior written consent of StormWind, except as provided in these Terms and Conditions.

11. Security; Authorized Use.

Students are prohibited from knowingly violating or attempting to violate the security of the Campus. StormWind has the right but not the obligation to investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities



time. Purchaser agrees to notify StormWind promptly of any unauthorized use or loss of an account, Student login, and/or password. Purchaser also agrees to notify StormWind promptly of known or suspected unauthorized use of the Campus and/or the Campus content. StormWind will not be liable for any loss that Purchaser incurs as a result of someone else using a Student name and password with or without Purchaser's knowledge, except where Purchaser has provided StormWind with notice of such unauthorized access or use.

12. Term and Termination.

The term of these Terms and Conditions shall be the term set forth in the attached Order Form. Either party may terminate these Terms and Conditions upon written notice if the other party is in material breach of these Terms and Conditions and the other party has failed to cure such breach after thirty (30) days' notice to cure such breach.

13. Confidentiality.

StormWind values Purchaser's trust. In order to honor that trust, all of StormWind's employees are required to adhere to ethical standards in gathering, using, and safeguarding any information Purchaser or Students provide ("Purchaser Information"). StormWind shall maintain in confidence Purchaser Information and shall not disclose or otherwise make available Purchaser Information to any third party; provided, however, that it may disclose Purchaser Information to StormWind's officers, employees, consultants and legal advisors who need access to such Purchaser Information and agree to maintain the confidentiality of such Purchaser Information.

14. Fees and Payment.

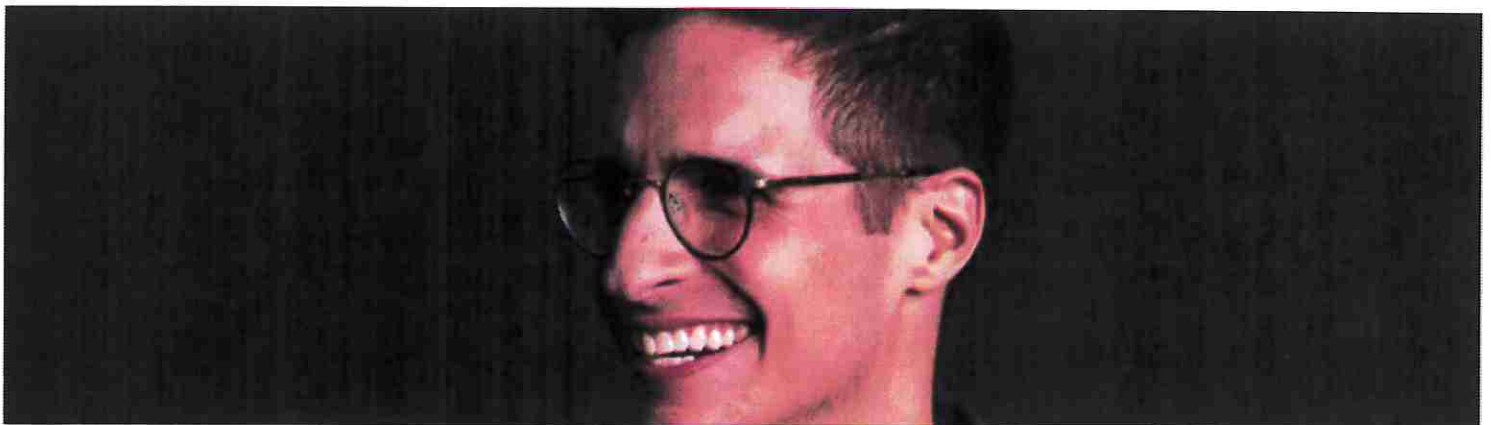
Exhibit A shall set forth the fees payable by Purchaser under this Agreement and timing for invoicing. Each properly and accurately prepared invoice shall be payable within 30



The substantive laws of the State of Arizona shall govern these Terms and Conditions.

16. Miscellaneous.

These Terms and Conditions constitute the entire agreement between StormWind and Purchaser regarding the subject matter hereof. Any previous agreement, whether oral or written, between StormWind and Purchaser dealing with the subject matter hereof is superseded. If any portion of these Terms and Conditions is determined to be unenforceable for any reason, such portion will be deemed severed and the remaining terms and conditions shall continue in full force and effect. StormWind operates Campus from the United States and makes no representation that Campus complies with any foreign or international laws. Neither party may assign its rights or delegate its duties under these Terms and Conditions without the other party's prior written consent. In performing its obligations under these Terms and Conditions, StormWind and its personnel shall comply, and shall cause Campus to be operated in compliance, with the requirements of all applicable laws, ordinances, regulations, codes and executive orders. The parties agree that no third party is an intended beneficiary of these Terms and Conditions. The following provisions shall survive termination of these Terms and Conditions 7, 8, 13, 15 and those portions of this Section 16 which by their nature should survive termination.





Say Hi to Mike!

Mike is a leading IT expert and author of the book "The IT Professional's Guide to Success". He is a frequent speaker at industry conferences and has been featured in numerous publications. He is currently looking for new ways to help IT professionals succeed.

FIRST NAME

LAST NAME

NUMBER OF TEAM MEMBERS

YOUR EMAIL

COMPANY NAME

PHONE NUMBER

[Click Here](#) New Free IT Training Webinars on the Hottest Technologies



[Submit Form >](#)

More Questions? 480-850-9200

Rethink your learning experience!



GET IN TOUCH

Corporate Offices

17550 N Perimeter Dr Suite 300
Scottsdale, Arizona 85255

Toll Free: 800.850.9932

Phone: 480.850.9200

Fax: 480.850.9202

EPIC LIVE COURSES

Cisco

[Click Here](#) New Free IT Training Webinars on the Hottest Technologies



[Project Management](#)

[Cybersecurity](#)

[AWS](#)

[End-User Training](#)

POPULAR TOPICS

[Calendar](#)

[Our Mission](#)

[Careers](#)

[Server & Operating Systems](#)

[Networking](#)

[Cloud & Virtualization](#)

[CyberSecurity](#)

[Data Center](#)

[Privacy Policy](#)

[Terms and Conditions](#)

NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS EFFECTIVE January 1, 2026

On the 9th day of September 2025, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of Sheriff and Constables of Jefferson County, TX to become effective January 1, 2026

County and District Courts	Service Fee	
Bill of Review	\$100.00	
Citations – All types	\$100.00	
Constable's Deed of Sale (All Courts)	\$100.00	
Ex-Parte Protective Order	\$100.00	
Notice By Publication	\$100.00	
Notice of An Application for A Protective Order	\$100.00	
Notice of Garnishment	\$100.00	
Notice of Hearing	\$100.00	
Notice of Substitute Trustee Sale	\$100.00	
Notice to Show Cause	\$100.00	
Notice to Take Deposition (Oral/Written)	\$100.00	
Notice/Precept to Serve	\$100.00	
Posting Written Notice– All types	\$100.00	
Precept to Serve/Ex Parte Order	\$100.00	
Protective Order	\$100.00	
Subpoena/Summons	\$100.00	
Tax Warrant	\$100.00	
Temporary Ex Parte Protective Order	\$100.00	
Turnover Order (All Courts)	\$ 100.00 up to 2 hours per deputy	
	\$ 75.00 per hour after 2 hours per deputy	
Writ of Attachment (All Courts)	\$200.00	
Writ of Certiorari (All Courts)	\$200.00	
Writ of Execution * Commissions: 7% w/sale(No Maximum) 7% without sale(No Max)	\$200 up to 2 hours per deputy	*
	\$ 75.00 per hour after 2 hours per deputy	
Writ of Garnishment (All Courts)	\$200.00	
Writ of Habeas Corpus (All Courts)	\$200.00	
Writ of Injunction	\$200.00	
Writ of Possession	\$200.00	
	\$ 75.00 per hour after 2 hours per deputy	
Writ of Possession/(non-eviction) Personal Property	\$200.00	
Writ of Re-Entry (All Courts)	\$200.00	
Writ of Sequestration (All Courts)	\$200.00	
Writ of Temporary Injunction/Restraining Order	\$200.00	
Writ of Turnover Order	\$ 200.00 up to 2 hours per deputy	
	\$ 75.00 per hour after 2 hours per deputy	
Writ of Order of Sale (All Courts) *	\$200.00	*
Commissions: 7% with sale (no maximum)		
7% without sale (no maximum)		
Order of Sale/Tax	\$200.00	
Without Order		
Commissions: 7% plus all cost		
7% without order (no maximum)		
Justice of the Peace Courts		
Eviction Citation (Forcible Entry/Detainer)	\$100.00	
Justice Court Citation	\$100.00	
Justice Court Subpoena	\$100.00	
Magistrate Emergency Protective Order	\$100.00	
Notice	\$100.00	
Certified Mail	\$100.00	
Writ of Retrieval	\$ 200.00 up to 2 hours per deputy	
	\$ 75.00 per hour after 2 hours per deputy	
Summons/Subpoenas	\$100.00	
Writ of Assistance for Repossession of Aircraft	\$ 200.00 up to 2 hours per deputy	
	\$ 75.00 per hour after 2 hours per deputy	
Writ of Attachment	\$200.00	
Writ of Execution	\$ 200.00 up to 2 hours per deputy	*
* Commissions: 7% with sale (no maximum)	\$ 75.00 per hour after 2 hours per deputy	
7% without sale (no maximum)		
Writ of Possession	\$ 200.00 up to 2 hours per deputy	
	\$ 75.00 per hour after 2 hours per deputy	
Writ of Possession/(non-eviction) Personal Property	\$200.00	
Writ of Sequestration	\$200.00	
Writ of Re-entry	\$200.00	
Notice of Substituted Trustee Sale	\$200.00	
Turn Over Order	\$ 200.00 up to 2 hours per deputy	
	\$ 75.00 per hour after 2 hours per deputy	
Commission to take Oral Deposition	\$200.00	
Local Youth Diversion Administrative Fee	\$50.00	
Warrants		
Criminal Subpoena	\$10.00	
Warrant -AFRS	\$75.00	HB 2282
Warrant for Arrest	\$75.00	HB 2282
Capias Pro Fine	\$75.00	HB 2282
Warrants (All Courts)	\$75.00	HB 2282
Distress Warrants	\$200.00	
ALL OTHER WRITS NOT SPECIFICALLY LISTED	\$200.00	

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

This County Health Authority Agreement (“Agreement”), dated as September 16, 2025 (“Effective Date”), is entered into by and between Jefferson County, Texas (“County”) and Ezea Ede, M.D, a Texas licensed physician (“Physician”).

WHEREAS, Dr. Ezea Ede is a duly licensed physician and is fully qualified to provide such services.

1. Jefferson County, Texas is a Texas governmental entity,
2. Physician is licensed to practice medicine in the State of Texas, and
3. Physician is willing to contract with County, on the terms, covenants and conditions hereinafter set forth agree as follows:

4. **Term**: This contract shall be effective on the 1st day of October, 2025, and shall continue until the 30th day of September, 2026 (“Initial Term”) and shall automatically renew for additional 1 (one) year terms, unless terminated as provided by this Agreement. The Initial Term and any additional terms together shall constitute the Term of this Agreement.

5. **License to Practice:** Physician possesses and shall maintain a valid and unrestricted license to practice medicine in the State of Texas and shall act at all times during the term of this Agreement in accordance with all applicable state and federal statutes and regulations.

6. **Duties:** During the Term of this Agreement, Physician shall devote substantially all of his full professional time and efforts to and for the benefit of Jefferson County unless otherwise provided herein. Physician shall render professional medical care and treatment consistent with Physician's licensing and medical specialty, to indigent patients at the Jefferson County Public Health offices. Physician acknowledges and understands that so long as Physician is contracted with Jefferson County under this Agreement, Physician shall do all the following:

- (a) Perform all duties which are necessary to implement and enforce any law to protect the public health and all duties as may be prescribed by the Texas Board of Health.
- (b) Keep and maintain (or cause to be kept and maintained) in a timely fashion accurate and appropriate medical records in connection with all professional medical services rendered by Physician under this Agreement and timely prepare and attend to, in connection with such services, all reports, claims, and correspondence necessary and appropriate in the circumstances;
- (c) Establish, maintain and enforce quarantine within Jefferson County when necessary;

- (d) Assist and aid the Texas Board of Health in all matters of local quarantine, inspection, disease prevention and suppression, birth and death statistics and general sanitation within Jefferson County;
- (e) Prescribe to the Texas Board of Health, in such a manner and form and at such times as it shall prescribe, the presence of contagious, infectious, and dangerous epidemic diseases within Jefferson County;
- (f) Report to the Texas Board of Health on all matters as may be proper for it to direct;
- (g) Aiding the Texas Board of Health at all times in the enforcement of all sanitation laws, quarantine regulations, and vital statistics collections in Jefferson County;
- (h) Where it does not interfere with the quality of indigent health care, provide medical services to the employees of Jefferson County;
- (i) Physician shall comply with the ethics of the medical professional and all federal, state, and municipal laws, ordinances, and regulations relating to or regulating the practice of medicine and any subspecialty thereof which Physician is practicing under this Agreement;
- (j) Physician shall participate in professional activities and seminars consistent with the maintenance and improvement of Physician's professional skills.
- (k) Physician shall be courteous and respectful of the rights and dignity of patients with which Physician shall come into contact and shall work cooperatively and with other physicians and administrative staff.
- (l) Participate in development of written protocols for delivery of wellness and minor care services to county employees by a nurse or other qualified health care professional. Said health care professional be an employee of the Commissioners' Court for organizational purposes, but will work under the medical supervision of health authority. Health authority shall be available during business hours (8a.m.-5p.m.), as permitted by his other duties, for telephone for consultation and, when referred according to established protocols, to evaluate, examine, treat and/or refer employees.
- (m) Administer the Indigent Health Care and Treatment Act to provide primary non-obstetric health care to qualified citizens of Jefferson County that are within 125% of the poverty level.

In addition to the above duties the doctor shall perform the following:

- Establish and provide Primary Care to eligible County Residents
- Establish criteria and supervise the daily Juvenile probation health physicals program
- Initiate and oversee the Restaurant Inspection Program
- Develop local and regional health care networks with local and regional health departments, to improve public health in the county
- Provide urgent care to county and courtesy patients
- Provide medical assessment of patients on the "Basic Needs Program"
- Make assessment of current and future public health issues and needs
- Supervise immunization services
- Provide ongoing development of admission criteria, and quality assurance monitoring of local C.H.I.C. patients
- Perform other duties that may be mandated and funded by the Commissioners' Court

7. **Independent Contractor:** Physician is an independent contractor and not an employee of Jefferson County. Physician shall be responsible for the direction, control and supervision of all

medical staff and non-medical staff of the Jefferson County Public Health offices.

8. **No Right to Contract for Jefferson County:** As an independent contractor, Physician has no authority to enter into any contract binding Jefferson County or to create an obligation on behalf of Jefferson County. Any agreements or contracts for the benefit of the Jefferson County Public Health Office must go to the County Judge’s Office of Jefferson County.
9. **Medical Decisions:** Physician’s decisions regarding the diagnosis and treatment of patients are solely the province of Physician, and all such decisions shall be the responsibility of Physician to be rendered in accordance with the standards of medical practice in the community.
10. **Case Records and Histories:** All case records, case histories, x-ray films, or personal and regular files concerning patients consulted, interviewed, examined, treated, or cared for by Physician during Physician’s term under this Agreement shall belong to and remain the property of Jefferson County.

COMPENSATION

11. **Compensation:** County agrees to pay, and Physician agrees to accept the amount of \$158,301.60 annual compensation for his services. Compensation is payable in semi-monthly payments of \$6,595.90. Physician shall also be paid \$7,500 per year automobile allowance, payable monthly at the rate of \$625.00. Physician, at Physician’s own expense, shall furnish Physician’s transportation to the extent required for Physician to perform the services and obligations required of Physician pursuant to this Agreement and shall keep any vehicle used for such purpose properly insured. In addition, physician shall be paid \$900 per year cell phone allowance, payable monthly at the rate of \$75.00.
12. **Malpractice Insurance:** Jefferson County agrees to provide medical malpractice liability insurance coverage for Physician while he is providing services for Jefferson County; this insurance shall be in the amount of \$200,000 per occurrence with a \$600,000 annual aggregate. County will pay approved expenses for medical workshops and conventions for Physician which are approved by the Jefferson County Commissioners’ Court. County reserves the right to alter the amounts of liability coverage at its discretion.

TERMINATION

13. Either party may terminate this agreement upon the giving of 30 days written notice. Notice is sufficient if mailed by certified mail, return receipt requested, to:

County: County Judge Jeff Branick
1149 Pearl Street
Jefferson County Courthouse
Beaumont, Texas 77701

Doctor: Ezea Ede, M.D.
7550 Cora Creek Drive
Beaumont, Texas 77707

14. In addition, this contract may be terminated immediately if any of the following conditions exist or occur:
- (a) The suspension, limitation, revocation, or cancellation of Physician’s license to practice medicine in the State of Texas.
 - (b) County’s inability to procure professional liability coverage for Physician.
 - (c) The conviction of Physician of a felony or misdemeanor involving drugs or moral

turpitude.

- (d) Death of Physician.

15. **For Cause Termination by County:** This Agreement may be terminated for cause by County upon the occurrence of any of the following events which remains uncured for a period of ten (10) days following notice to Physician:

- (a) Physician's failure or refusal to perform faithfully and diligently the duties required under this Agreement or to comply with the provisions of this Agreement;
- (b) Physician's failure or refusal to substantially comply with community standards of care and/or state regulations;
- (c) Physician's engaging in conduct amounting to fraud, dishonesty, gross negligence, willful misconduct, or conduct that is unprofessional or unethical;
- (d) In the event that failure to terminate Physician's contract would be inconsistent with, or detrimental to, appropriate patient care;
- (e) Physician commits a breach of any obligation under this Agreement, provided Physician has not remedied the violation to the reasonable satisfaction of County or provided a plan to remedy such violation, within fifteen (15) days of receipt of written notice of the violation from County, which notice shall state with reasonable particularity the alleged violation;
- (f) Impairment caused by habitual drunkenness or drug addiction;
- (g) Failure or refusal of Physician to provide County with information reasonably requested by County for County to evaluate whether Physician is in violation of this Agreement or has committed any act or omission which might constitute cause for termination.

16. **For Cause Termination by Physician:** This Agreement may be terminated for cause by Physician upon the occurrence of any of the following events:

- (a) Failure of County to pay to Physician any undisputed amount of compensation.
- (b) County's termination of the position of County Health Authority.

MISCELLANEOUS

17. This agreement constitutes the entire understanding between the parties and no other agreements, understandings, representations or warranties other than those specifically set out in this agreement shall be binding on any of the parties hereto. All parties acknowledge that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party, that are not embodied in this agreement.

18. The parties mutually acknowledge and understand that the services of Physician herein contracted for are professional services, the delivery of which are subject to the exercise of reasonable medical judgment, both as to the manner and time of performance. County shall have no right to demand performance at any unreasonable specific time.

19. Nothing in this agreement shall be construed or deemed to create the existence of an

employer/employee relationship. Physician shall at all times be an independent contractor to the county and county shall have no duty or right to control the manner of performance of any obligation imposed upon doctor by this agreement.

20. **Governing Law:** THIS AGREEMENT SHALL BE INTERPRETED, CONSTRUED, AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EXCLUSIVE VENUE FOR ANY ACTIONS ARISING UNDER THIS AGREEMENT SHALL BE IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, TEXAS.

21. **Authority to Contract:** Each Party represents and warrants that such Party is authorized to enter this Agreement and to be bound by its terms.

22. **Modification:** This Agreement shall not be modified or amended except by a written document executed by both Parties to this Agreement, and such written modification(s) shall be attached to this Agreement.

23. **Assignment:** This Agreement shall not be assigned by Physician.

24. **No Third Party Rights:** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any persons other than the Parties and their respective and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, or to give any third persons any right of subrogation or action against any Party.

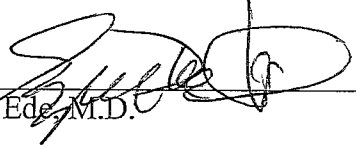
25. **Dispute Resolution:** In the event of any dispute between the Parties arising out of or relating to this Agreement, or the alleged breach thereof, the Parties shall promptly meet in a good faith effort to resolve the dispute. If the dispute is not resolved within 30 days after the first meeting on that topic, each Party shall be free to pursue and exercise any and all legal rights and remedies available to them. The Parties shall be free to submit any unresolved dispute to any form of alternative dispute resolution they deem appropriate or, absent such agreement, the dispute shall be submitted to the state courts located in Jefferson County, Texas, which forum, the Parties specifically agree, is a proper and convenient forum. The Parties further agree to submit to the jurisdiction of the state located in Jefferson County, Texas, and waive the right to challenge personal jurisdiction and/or subject matter jurisdiction in said courts. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT THIS AGREEMENT.

26. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE SOLE AND COMPLETE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ANY PRIOR WRITTEN OR ORAL AGREEMENTS OR UNDERSTANDINGS BETWEEN THEM CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT.

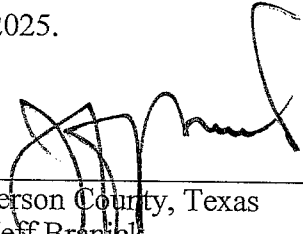
27. **Physician Representation:** Physician represents and warrants that, to the best of his knowledge, Physician is not currently a party to any lawsuits or investigations involving Physician's practice of medicine. Physician further represents and warrants that, to the best of his knowledge, Physician knows of no facts that would reasonably cause him to believe that such an action or investigation would be initiated. Physician shall promptly notify Jefferson County of any pending or threatened malpractice claim or demand for payment made against Physician, or incident which is

likely to give rise thereto, and provide such related information as to such claim, demand, or incident. Furthermore, Physician shall promptly notify Jefferson County of any action or investigation taken by any licensure board to restrict or revoke Physician's license to practice medicine.

Executed on this 9th day of September, 2025.



Ezea Ede, M.D.



Jefferson County, Texas
by Jeff Branick.
County Judge



RE: FY 2026 SAVNS Grant Contract

Contract Number: C-02709

Grantee: Jefferson County

Amount: \$30,639.36

Executed:

Term: September 1, 2025 – August 31, 2026

Budget Coding:

ORG	PCA	Agy Obj
B310000	11300	76125137

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-02709

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

SECTION 1. PURPOSES OF THIS GRANT CONTRACT

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

The OAG entered into a contract with a single vendor to provide statewide automated victim notification services ("SAVNS Services"). The initial term of the OAG SAVNS Services Contract is from September 1, 2025, to August 31, 2026 ("Initial Term"). The SAVNS vendor selected by the OAG to provide victim notification services is SylogistGov, Inc. using their Integrated Victim Services Suite (IVSS) solution.

SECTION 2. TERM OF THIS GRANT CONTRACT

This Grant Contract shall begin on September 1, 2025, and shall terminate August 31, 2026, unless it is terminated earlier in accordance with another provision of this Grant Contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Participating Entity Services Agreement. GRANTEE shall execute a service agreement with the OAG's SAVNS vendor to provide services consistent with, and subject to the limitations contained in, the OAG SAVNS Services Contract and documents incorporated therein. Specifically, the Participating Entity Services Agreement attached hereto as Exhibit B shall be used by GRANTEE in entering into a contractual relationship with the OAG's SAVNS vendor. All Grant Funds provided under this Grant Contract shall be conditioned on the GRANTEE's use of the exemplar Participating Entity Services Agreement, as attached hereto, and in addition to any

requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 1 therein. GRANTEE further acknowledges and agrees that no changes or modifications may be made to the Participating Entity Services Agreement, or to any executed Participating Entity Services Agreement between GRANTEE and the OAG's SAVNS vendor, except as specifically authorized within this Grant Contract in section 3.1.1 below, as otherwise separately authorized by the OAG in writing, or to accomplish an amendment, renewal, or extension made or otherwise exercised by GRANTEE pursuant to Section 1 therein. Notwithstanding the foregoing, GRANTEE is encouraged to negotiate and include additional terms and conditions individually tailored to meet the GRANTEE's unique needs related to the SAVNS program, only to the extent any such additional terms and conditions do not limit or otherwise conflict with the exemplar Participating Entity Services Agreement attached hereto as Exhibit B.

3.1.1 Executed Copy of Financial Participating Entity Services Agreement Required.

GRANTEE is hereby placed on immediate financial hold, consistent with section 9.2 of this Grant Contract, and will remain on financial hold until OAG receives an executed copy of the Participating Entity Services Agreement along with any requisite amendment, renewal, or extensions made or otherwise exercised by GRANTEE pursuant to Section 2 therein in accordance with and as required by this section. To the extent the executed Participating Entity Services Agreement includes any additional terms or conditions that limit or otherwise conflict with the exemplar Participating Entity Services Agreement, attached here as Exhibit B, the GRANTEE will continue to remain on financial hold until GRANTEE provides OAG an executed Participating Entity Services Agreement in accordance with and as required by this section and consistent with the exemplar Participating Entity Services Agreement attached here as Exhibit B.

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

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor, and verify the performances required of the OAG's SAVNS vendor as provided in the Participating Entity Services Agreement as well as this Grant Contract. GRANTEE will execute a Participating Entity Services Agreement with the OAG's SAVNS vendor for the term of this Grant Contract. GRANTEE will verify that offender data (the jail and court data elements used by the SAVNS system) is entered accurately and on a timely basis in accordance with established business processes.

GRANTEE will allow on-site monitoring visits to be conducted by the OAG or the OAG's authorized representative(s).

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

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

3.6 Special Conditions. The OAG may, in its sole discretion, impose additional requirements not specifically provided for in this Grant Contract based on a need for information, ("Special Conditions") on GRANTEE, without notice and without amending this Grant Contract. The OAG, at its sole discretion, may also supplement, amend, or adjust any Special Conditions imposed on GRANTEE. The imposition of any Special Conditions places GRANTEE on immediate financial hold, consistent with section 9.2 of this Grant Contract, without further notice, until all Special Conditions are satisfied.

3.7 SylogistGov, Inc., Integrated Victim Services Suite (IVSS) Training. GRANTEE shall complete IVSS training via self-paced training materials to ensure jail and court staff can enter offender data when the automated data transfer connections are inoperable. GRANTEE will ensure staff are knowledgeable of the IVSS capabilities and seek assistance from the OAG SAVNS vendor or the OAG's Crime Victim Services Division, when required, to troubleshoot outages, audit data, or confirm reporting tools.

3.8 Integrated Victim Services Suite Enrollment. The OAG's SAVNS vendor uses the Integrated Victim Services Suite (IVSS) system as the database for victim notifications in Texas. GRANTEE must register applicable staff in the online notification system as elevated access persons using organizational email addresses. There must be at least one individual registered as an administrator and an Emergency Operations Person (EOP) to contact in case of outages or other issues. The EOP can be changed and/or updated by contacting the OAG SAVNS vendor or the OAG's Crime Victim Services Division.

3.9 IVSS Review and Monitoring. GRANTEE must review offender information in the IVSS system quarterly to ensure information in the system is accurate and current. If GRANTEE also has their district or county court enrolled in the SAVNS program, cases uploaded to IVSS must also be reviewed quarterly to verify that prohibited case information is not visible to registered victims. GRANTEE must work with the OAG SAVNS vendor to remove inaccurate or prohibited information in a timely manner after initial discovery. If requested by the OAG, GRANTEE must show documentation that the check has been conducted, and if issues were discovered, documentation of resolution of issues with the SAVNS vendor.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

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

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

4.1.3 Notification of Changes in Organization, Changes in Authorized Official; or GRANTEE Contact. GRANTEE must submit written notice to the OAG of any change in the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing or authority under applicable law. Such notice must be provided, when possible, in advance of such change, but in no event later than ten (10) business days after the effective date of such change; provided, however, that such notice concerning a new address or main telephone number must be provided at least thirty (30) calendar days in advance of any such change.

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

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

Such fiscal and programmatic management shall include, without limitation: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures; compliance with applicable federal and state laws and other applicable requirements; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any terms, provisions, or other requirements referenced in this Grant Contract shall not constitute a defense or basis for waiving or failing to comply with such terms, provisions, or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include, without limitation: budgets that adequately reflect all

functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

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

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

4.2 Programmatic Reports

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

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

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

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

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

4.3 Financial Matters

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

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

a. GRANTEE shall submit a request for reimbursement to the OAG for the prior billing period by the twentieth day (20th) of the next month following the end of the billing period. The four quarters for each State fiscal year covered by the term of this Grant Contract end respectively on November 30, February 28, May 31, and August 31. The two biannual periods for each State fiscal year covered by the term of this Grant Contract end respectively on February 28 and August 31.

b. GRANTEE shall include a verification with its request for reimbursement stating that the GRANTEE received the services from the OAG’s SAVNS vendor during the preceding billing period and incurred the actual and allowable allocable costs for which GRANTEE seeks reimbursement.

c. If GRANTEE does not submit the required request for reimbursement and verification to the OAG within twenty (20) days of the next month following the end of any billing period, the OAG will determine what steps will be taken next, including placing the Grant Contract on financial hold or terminating the Grant Contract. If an OAG Grant Contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with OAG’s SAVNS vendor. The OAG will not be responsible for collection efforts on behalf of the OAG’s SAVNS vendor.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. Notwithstanding section 4.3.2 above, the OAG, may, in its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed Participating Entity Services Agreement with the OAG's SAVNS vendor for the time period covered by this Grant Contract;
- b. An invoice from the OAG's SAVNS vendor which includes the dates covered under this Grant Contract;
- c. A completed OAG form "Verification of Continuing Production Record" which shall be provided by the OAG upon request;
- d. An invoice to the OAG that complies with the requirements of the OAG; and
- e. A written justification, signed by the Authorized Official or the Authorized Official's designee, explaining the need for pre-reimbursement funding.

4.3.4 Fiscal Year End Required Reports. GRANTEE must submit fiscal year-end required reports to the OAG on or before September 20 of each year covered by the term of this Grant Contract. The year-end reports shall include the following:

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

4.3.5 Annual Independent Financial Audit Report. GRANTEES that are required to undergo a Single Audit must complete and submit the Single Audit of the complete program and/or organization and management letter of the audit findings within nine (9) months of the end of the GRANTEE's fiscal year. The audit will meet Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200, and Texas Grant Management Standards (TxGMS) requirements. GRANTEES whose expenditures require the completion of a Single Audit, must submit a Single Audit to the OAG, an Annual Independent Financial Audit will not satisfy the audit requirement. GRANTEES that are required to undergo an Annual Independent Financial Audit by statute, regulation, or organizational policy must submit the Annual Financial Audit of the complete program and/or organization and management letter of the audit findings if requested by the OAG. GRANTEES who do not meet the expenditure threshold of the Single Audit and are not required by statute, regulation, or organizational policy to complete an Annual Audit, are not required to submit an Annual Audit to the OAG.

4.3.6 Close Out Invoice. GRANTEE must submit a final invoice no later than twenty (20) days

after the earlier of (1) the termination of this Grant Contract; or (2) the end of each State fiscal year covered by the term of this Grant Contract.

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

4.3.8 Purchase of Equipment; Maintenance and Repair; and Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with Grant Funds. GRANTEE shall permanently identify all equipment purchased under this Grant Contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request (in addition to the Equipment Inventory Report called for in section 4.3.4(b) above); however, as between the OAG and GRANTEE, title for equipment will remain with GRANTEE.

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

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

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

4.4 Notification of Change in Jail Management System and/or Court Management System. GRANTEE shall submit written notice to the OAG of any change in the following: Jail Management System and/or Court Management System Vendor; Jail Management System and/or Court Management System software or version of software; or any change in the hardware supporting these systems (router, hard drive, etc.) that may impact the transference of data to the SAVNS Vendor. Such notice for change in management vendors or software shall be provided at

least sixty (60) days in advance of such change. Notice of change in hardware supporting the systems must occur as soon as possible after the issue occurred that caused the need for replacement but prior to replacement.

4.5 Compromising Matters

4.5.1 Reporting of Suspected Fraud, Waste, or Abuse to the OAG. GRANTEE must have a policy in place to prevent, detect, and remedy incidences of fraud, waste, or abuse and provide a copy of the policy to the OAG upon request. In the event of any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds the GRANTEE discovers, the GRANTEE shall notify the OAG within five (5) business days of discovery.

For purposes of this Grant Contract: (i) fraud includes, without limitation, the deliberate misuse or misapplication of Grant Funds; (ii) waste includes, without limitation, the extravagant, careless, or needless expenditure of Grant Funds; and (iii) abuse includes, without limitation, the misuse of one's title, position, or authority to obtain a personal benefit or to attempt to damage another individual. GRANTEE understands that the failure to notify the OAG within the required timeframe of actual, attempted, or suspected fraud, waste, or abuse may result in the termination of this Grant Contract. GRANTEE also agrees to report any actual, attempted, or suspected fraud, waste, or abuse of Grant Funds to the State Auditor's Office pursuant to section 7.5 of this Grant Contract.

4.5.2 Reporting of Phishing, Hacking, or Compromised Computer Systems. GRANTEE agrees to notify the OAG of any Phishing, Hacking, or any other related activity that resulted in loss of funds, or compromised banking information, within five (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

4.5.3 Reporting of Data Security Incidents. GRANTEE agrees to notify the OAG of any data security incident that has or may impact GRANTEE's ability to complete the services and deliverables, or otherwise fully perform its responsibilities under this Grant Contract within five (5) business days of discovery. Failure to report in the required timeframe may result in termination of this Grant Contract.

For purposes of this Grant Contract, a data security incident is an event or action that could or does jeopardize the confidentiality, integrity, or availability of information relevant to GRANTEE's participation in the Grant Program.

4.5.4 Conduct Unbecoming. GRANTEE warrants that during the term of this Grant Contract, and in relation to GRANTEE's participation in the Grant Program, neither GRANTEE nor GRANTEE's agents will take any act or make any representation that would constitute an actual or potential conflict of interest with the OAG, reasonably create the appearance of impropriety, bring discredit to the OAG, or be against the interest of the State of Texas. GRANTEE acknowledges that violation of this section may result in termination of this Grant Contract. GRANTEE agrees that exhibiting a lack of good character (for example, without limitation,

dishonesty, falsifying records, theft, fraud, abuse of authority, malfeasance, or failure to report unethical or illegal behavior) is prejudicial to the proper use of public funds. GRANTEE certifies that GRANTEE and GRANTEE's agents will perform the duties called for by this Grant Contract in a professional manner, and with the highest degree of integrity, consistent with the purposes of the Grant Program.

4.5.5 Criminal or Civil Indictment, Charges, or Convictions. GRANTEE warrants that neither its principals, agents, nor any other individual involved with the daily operations or oversight of GRANTEE and/or the Grant Funds or services provided under the Grant Program are (a) presently under indictment or otherwise criminally or civilly charged by any governmental entity (federal, state, local, or international) for crimes or offenses related to fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury or making other criminally or civilly liable false statements, receiving stolen property, deceptive trade practices, antitrust violations, data security or privacy violations, or any crime or violation of any kind whatsoever in connection with obtaining, attempting to obtain, or performing a publicly funded transaction or contract (whether by grant, appropriation, or any other funding source at any level of federal, state, or local government), or (b) have been convicted, indicted, or charged with any such offenses, crimes, or violations within the three (3) calendar years preceding the effective date of this Grant Contract. GRANTEE represents and warrants that it will notify the OAG in writing within five (5) business days of any changes to the representations or warranties in this section and understands that failure to so timely update the OAG would be a material breach of this Grant Contract and grounds for termination. Pursuant to sections 4.3.7 and 9.2 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion), and the OAG may place GRANTEE on a financial hold pending review of any change in circumstances under this section.

SECTION 5. OBLIGATIONS OF THE OAG

5.1 Monitoring. The OAG will monitor GRANTEE to ensure the effective and efficient use of Grant Funds to accomplish the purposes of this Grant Contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability is void unless supported by a written amendment to this Grant Contract executed between the OAG and GRANTEE.

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

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

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

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

SECTION 6. TERMINATION

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

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

6.2.1 Termination for Failure to Maintain Financial Viability. The OAG may terminate this Grant Contract if, in its sole discretion, the OAG has a good faith belief that GRANTEE no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities, under this Grant Contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy and is in addition to any other rights and remedies provided in equity,

by law, or under this Grant Contract.

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

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

6.5 Notices to OAG's SAVNS vendor. Any termination of this Grant Contract will also be forwarded by the terminating Party to the OAG's SAVNS vendor.

SECTION 7. AUDIT RIGHTS; RECORDS RETENTION

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

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

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability

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

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

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

7.6 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to the OAG or its Designees, on GRANTEE's premises (or if the

audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities, and office-related equipment and duplicating services as the OAG or its Designees may reasonably require to perform the audits described in this Grant Contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate the proper methods for the delivery of information to the OAG by GRANTEE. The OAG generally requires submission of information via email. Some reporting requirements must occur via the internet and/or a web-based data collection method. Accordingly, all reports required under this Grant Contract including, without limitation, semi-annual statistical reports, annual performance reports, financial status reports, requests for reimbursement, Annual Compiled Financial Statement Report, and any other reports, notices, or information must be submitted in the manner directed by the OAG. The manner of delivery may be subject to change during the term of this Grant Contract, in the sole discretion of the OAG.

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

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

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

9.2 Financial Hold. The OAG may, in its sole discretion, place GRANTEE on a financial hold, immediately and without first requiring a corrective action plan, in the event of any of the following circumstances: failure to comply with submission deadlines for required reports, invoices, or other requested information, indicators of financial risk; conflict(s) or suspected conflict(s) of interest; a change in the circumstances detailed in sections 4.5.4 or 4.5.5 of this Grant Contract; or potential or actual fraud, waste, and abuse. No reimbursements will be processed until all information requested by the OAG is submitted and approved by the OAG. If GRANTEE is placed on financial hold, the OAG, in its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to any financial hold, the OAG, in its sole discretion and with no obligation to require a corrective action plan first, may impose sanctions, including, without

limitation, one or more of the following: withholding or suspending funding; offsetting previous reimbursements; requiring repayment; disallowing claims for reimbursement; reducing funding; terminating this Grant Contract; and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, GRANTEE remains responsible for complying with this Grant Contract's terms and conditions. Corrective action plans, financial holds, and/or sanctions do not excuse or operate as a waiver of any prior failure to comply with this Grant Contract. GRANTEE is charged with full knowledge of all terms, conditions, and other requirements of this Grant Contract and all documents incorporated herein, and ignorance of any terms, conditions, or other requirements referenced in this Grant Contract and all documents incorporated herein shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

SECTION 10. GENERAL TERMS AND CONDITIONS

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

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

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

10.4 Dealings with Public Servants; Disclosure of Conflicts. GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic

opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this Grant Contract or in connection with this Grant Contract, except as allowed under relevant state or federal law. Further, GRANTEE represents and warrants that in the administration of the Grant Funds, it will comply with all conflict of interest prohibitions and disclosure requirements required by any applicable laws, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of this Grant Contract or GRANTEE's participation in the Grant Program, GRANTEE shall promptly notify the OAG. GRANTEE will establish safeguards to prohibit its principals, employees, and other agents from using their positions for a purpose that constitutes or presents the appearance of, a personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this Grant Contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this Grant Contract or other change in circumstances relevant to this section 10.4.

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

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

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

10.8 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits, and authorizations necessary to perform the responsibilities of this Grant Contract and currently is, and will remain, in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas

Comptroller of Public Accounts, and federal governmental bodies related to GRANTEE's right to operate and/or conduct business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinances or state or federal laws.

10.9 Restriction on Immigration Services. GRANTEE shall not use any Grant Funds for the provision of assistance with immigration related services (including, without limitation, any time spent by employees that is invoiced to the OAG for reimbursement under this Grant Contract). GRANTEE represents and warrants that the OAG's payments to GRANTEE and GRANTEE's receipt of Grant Funds under this Grant Contract, or other awarded or appropriated funds related to the Grant Program, shall not be used for immigration related services. Failure to comply with this section 10.9 would be a material breach of this Grant Contract and grounds for termination. Pursuant to section 4.3.7 of this Grant Contract, any Grant Funds that GRANTEE obtained improperly must be refunded to the OAG (or may be offset by the OAG in its sole discretion).

10.10 No Agency Status Between the Parties. Neither GRANTEE nor GRANTEE's employees are agent(s) or representative(s) of the OAG or the Attorney General of Texas by virtue of this Grant Contract. The OAG and its employees are not agents of GRANTEE, and will not act on behalf of GRANTEE, pursuant to this Grant Contract. As such, neither GRANTEE nor the OAG will represent itself or its employees as an agent of the other Party to its employees or to third parties. All persons furnished, used, retained, or hired by or on behalf of GRANTEE or, if applicable, any of GRANTEE's contractors/subcontractors shall be considered solely the employees or agents of GRANTEE or GRANTEE's contractors/subcontractors. GRANTEE is not a partner of, or part of any joint venture, or joint enterprise with, the OAG or the State of Texas by virtue of this Grant Contract or their performance hereunder

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Indemnification.

GRANTEE and/or its contractors or subcontractors, as applicable, are responsible for all types of claims whatsoever due to actions or performance under this Grant Contract, including, without limitation, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND LAWS PROMULGATED THEREUNDER, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OAG AND THE STATE OF TEXAS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE

EXECUTION OR PERFORMANCE OF THIS GRANT CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS GRANT CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OAG. THE OAG AND GRANTEE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG or the Attorney General of the State of Texas, directly or indirectly, nor may GRANTEE authorize anyone else to do so, in any media release, social media posting, public service announcement, or public service disclosure relating to this Grant Contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act (Texas Government Code Chapters 551 and 552, respectively).

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

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

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

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

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

11.7 No Subcontracting, Assignment, or Delegation Without Prior Written Approval of OAG; and GRANTEE's Oversight Responsibilities. GRANTEE may not subcontract, assign any of its rights, or delegate any of its duties under this Grant Contract without the prior written approval of the OAG. The OAG shall maintain complete and sole discretion to approve or deny any request to subcontract, assign any right, or delegate any duty under this Grant Contract, and the OAG may withhold its approval for any reason or no reason. Any attempted subcontracting, assignment, or delegation in violation of this provision will be void and without effect.

In the event the OAG approves subcontracting, assignment, or delegation by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this Grant Contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Contract and that the OAG shall not be liable in any manner to GRANTEE's contractor(s)/subcontractor(s). GRANTEE represents and warrants that it will maintain oversight to ensure that its contractor(s)/subcontractor(s) perform in accordance with the terms, conditions, and specifications of their contracts, subcontracts, or purchase orders.

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

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

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

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

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

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

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

11.14 Child Support Obligation Affirmation. Under Section 231.006 of the Texas Family Code, GRANTEE certifies that it is not ineligible to receive the specified Grant Funds and hereby acknowledges that this Grant Contract may be terminated and payment withheld if this certification is inaccurate. GRANTEE represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the bid or application."

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

11.16 Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a State agency, GRANTEE certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four (4) years before the date of this Grant Contract was the executive head of the OAG, or (3) a person who employs a current or former executive head of the OAG.

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

any entity which performs political polling.

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

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

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

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

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

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

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

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

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

11.26 Public Camping Ban. GRANTEE certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code Section 364.003. If GRANTEE is currently being sued under the provisions of Local Government Code Section 364.003, or is sued under that Section at any point during the duration of this Grant Contract, GRANTEE must immediately disclose the lawsuit and its current posture to the OAG.

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

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

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

11.30 Executive Order GA-55 Prohibiting All Forms of Race Discrimination. GRANTEE certifies that it will comply with the color-blind guarantee of both the Texas and United States Constitutions by ensuring, without limitation, that all GRANTEE rules, policies, employment practices, communications, curricula, services provided, use of Grant Funds, participation in the Grant Program, and any other organizational actions, treat people equally, regardless of race.

11.31 Former Agency Employees. GRANTEE represents and warrants that none of its employees including, but not limited to, those authorized to provide services under this Grant

Contract, were former employees of the OAG during the twelve (12) month period immediately prior to the date of execution of this Grant Contract.

11.32 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. In accepting Grant Funds, the GRANTEE:

- a. represents and warrants that GRANTEE neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described herein; and
- b. certifies that if GRANTEE discovers or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to the OAG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so OAG.

11.33 Disclosure of Prior State Employment. In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, GRANTEE certifies that it does not employ an individual who has been employed by the OAG or another agency at any time during the two (2) years preceding the submission of the Grant Application or, in the alternative, GRANTEE has disclosed in its Grant Application the following: (i) the nature of the previous employment with the OAG or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

SECTION 12. CONSTRUCTION OF GRANT CONTRACT AND AMENDMENTS

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

12.2 Entire Agreement, including All Exhibits, and Order of Precedence. This Grant Contract, including all exhibits (if any) and documents incorporated by reference, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this Grant Contract, GRANTEE agrees to strictly comply with the requirements and obligations of this Grant Contract, including all exhibits (if any) and documents incorporated by reference. In the event of a conflict between the provisions of this Grant Contract document and any Exhibits, or other documents incorporated herein by reference, the following order of precedence applies: (1) the OAG SAVNS Services Contract; (2) Exhibit B, Participating Entity Services Agreement (Service Agreement);

(3) this Grant Contract and Exhibit A.

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

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

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

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

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

12.8 False Statements. GRANTEE agrees and acknowledges that if GRANTEE signs the Grant Contract with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Grant Contract, or any documents submitted in connection with this Grant Contract, then GRANTEE will have breached this Grant Contract and the OAG may exercise any of its rights associated with such circumstances including, without limitation, termination of this Grant Contract for cause.

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

**OFFICE OF THE ATTORNEY
GENERAL**

Jefferson County

Printed Name: _____
Office of the Attorney General

Printed Name: Jeff Branick
Authorized Official

SAVNS MAINTENANCE GRANT CONTRACT

OAG Contract No. C-02709

EXHIBIT A

Population Size: 253,241 Pricing Tier: 5

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

Annual Cost for Jail	Annual Cost for District Court	Annual Cost for County Court	MAXIMUM REIMBURSABLE COSTS
\$24,445.41	\$6,193.95		\$30,639.36

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

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

CONTRACT NUMBER: 52025-SYZ- [County/Entity Name]

The Office of the Attorney General (OAG) is the Texas State agency tasked with providing a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, Community Supervision Departments, courts, clerks, district attorneys, county attorneys, and others that are participating in the SAVNS ("Participating Entities"). The OAG conducted a competitive solicitation and contracted with SylogistGov, Inc. as the statewide vendor to provide SAVNS to each of the Participating Entities.

This Agreement is entered into by and between the [Insert County] ("Named Entity"), and SylogistGov, Inc. ("Contractor"), (collectively, "the Parties").

1. Purpose of the Agreement.

This Participating Entities Services Agreement ("Agreement") is issued in order for Contractor to provide all of the SAVNS services to ("Named Entity") as described in the Contract Documents referenced in Section 5 of this Agreement which are fully incorporated herein by reference.

2. Contract Term.

This Agreement shall be effective upon execution and the subscription term for the SAVNS solution shall begin on May 1, 2025 when modification and access to the Integrated Victim Services System (IVSS) is initiated. The agreement shall end on August 31, 2026. The Agreement may be renewed for two (2) optional, two (2) year renewal terms, only to the extent the OAG Contract No. C-02213 for SAVNS remains in effect and is renewed. Any such renewals shall be subject to the requirements of this Agreement and all of the Contract Documents referenced in Section 5 of this Agreement. For clarity, all of the terms regarding Termination shall apply to this Agreement as set out in the OAG Contract No. C-02213 for SAVNS referenced in Section 5 of this Agreement and incorporated herein, and the Named Entity/Participating Entity has all of the same requirements, rights, and remedies as the OAG as set out in the Termination sections of that Contract.

3. Compensation and Invoicing.

The Parties stipulate and agree that the total amount to be paid to Contractor in consideration of full and satisfactory performance of all Contractor's duties, services, and obligations as set forth in this Agreement shall be billed on a recurring bi-annual basis, in accordance with Form B – SAVNS Pricing, and not to exceed the bi-annual fee per calendar year, in accordance with the Contract Documents referenced in Section 5 of this Agreement which are incorporated herein. The SAVNS services shall be performed for the bi-annual fee, which will be billed and invoiced in accordance with Form B – SAVNS Pricing and pursuant to the terms of this Agreement.

Invoices will contain all pertinent information such as this Agreement's contract number, the dates of services rendered, and outages or performance issues, if any, all in accordance with the Contract Documents referenced in Section 5 of this Agreement.

4. Appropriated Funds.

Payments are subject to the availability of appropriated funds. Whereas OAG provides grant funds to the Participating Entities as a reimbursement of the bi-annual fees due hereunder, Contractor acknowledges and agrees that payments for Participating Entity Services provided are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

5. Contract Documents and Order of Precedence.

This Agreement consists of the following documents in order of precedence:

- a. This Agreement;
- b. OAG Contract C-02213 for SAVNS;
- c. SAVNS RFP dated February 14, 2025; and
- d. Contractor's response to SAVNS RFP dated March, 7 2025.

Each of the above-referenced documents, together with all their attachments and supporting documents, are hereby incorporated into this Agreement by reference.

6. Entire Agreement.

The Parties acknowledge that this Agreement constitutes the entire understanding between them with respect to the SAVNS. No other agreements or understandings, whether written or oral, that are not contained in this Agreement and its supporting Contract Documents shall be binding or valid.

[County/Entity Name]

SylogistGov, Inc.

Name & Title

Nathan Branscome
Senior Director VSS

Date

Date



Certificate Of Completion

Envelope Id: 96329842-E8C0-45D8-A30C-D602A3FC8956

Status: Sent

Subject: Please DocuSign SAVNS Award Contract

Template ID:

Template ID Usage Tracking:

Division Designed Templates:

Template ID Usage Tracking - List 2:

Division Designed Templates - List 2:

Source Envelope:

Document Pages: 29

Signatures: 0

Envelope Originator:

Certificate Pages: 6

Initials: 0

Sarah Cook

AutoNav: Enabled

PO Box 12548

Envelopeld Stamping: Disabled

Austin, TX 78711-2548

Time Zone: (UTC-06:00) Central Time (US & Canada)

Sarah.Cook@oag.texas.gov

IP Address: 75.27.137.97

Record Tracking

Status: Original

Holder: Sarah Cook

Location: DocuSign

9/5/2025 5:18:44 PM

Sarah.Cook@oag.texas.gov

Signer Events

Signature

Timestamp

Jeff Branick

fred.jackson@jeffcotx.us

Security Level: Email, Account Authentication
(None)

Sent: 9/5/2025 5:18:47 PM

Viewed: 9/8/2025 9:09:01 AM

Electronic Record and Signature Disclosure:

Accepted: 9/8/2025 9:09:01 AM

ID: eae44389-f591-4caf-b947-2d417e3faf2b

Grants Administration Division Chief

Signing Group: Grants Administration Division Chief

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Crime Victim Services - Director

Signing Group: Crime Victim Services - Director

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

GCD Attorneys

Signing Group: GCD Attorneys

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Budget Analysts (Non-CS)

Signing Group: Budget Analysts (Non-CS)

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Deputy Attorney General for Criminal Justice		
Signing Group: Deputy Attorney General for Criminal Justice		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Accounting - DocuSign Contracts
 ACC_DocuSign_Contracts@oag.texas.gov
 Victoria Ojeda
 Victoria.Ojeda@oag.texas.gov
 Signing Group: Accounting - DocuSign Contracts
 Inbox
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

General Counsel Division - Contracts
 GCDContracts@oag.texas.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Accepted: 2/14/2024 9:28:00 AM
 ID: eecf43d8-1763-44c6-85c7-b376774aebfc

GAD Contract Box
 gadcontracts@oag.texas.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	9/5/2025 5:18:48 PM
---------------	------------------	---------------------

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

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

Electronic signature

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

Security standards

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

Sending information to and receiving information from us

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Office of the Attorney General

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

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

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

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

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

To request paper copies from Office of the Attorney General

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

To withdraw your consent with Office of the Attorney General

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

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

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

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

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: JEFFERSON COUNTY AUDITORS OFFICE, RS PATIN
SUBJECT: BUDGET TRANSFER
DATE: 09/16/25

Budget adjustment –Criminal District Court– additional cost of
pauper attorney fees

120-2032-412-5072	Pauper Attorney Fees	\$175,000
120-9999-415-9999	Contingency	\$175,000

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: JEFFERSON COUNTY AUDITORS OFFICE, RS PATIN
SUBJECT: BUDGET TRANSFER
DATE: 09/16/25

Budget adjustment –County Court at Law #3– additional cost of
pauper attorney fees

120-2053-412-5072	Pauper Attorney Fees	\$25,000
120-2053-412-1002	Assistants & Clerks	\$25,000

Texas Traffic Safety eGrants

Fiscal Year 2026

Organization Name: Jefferson County Sheriff's Office

Legal Name: County of Jefferson

Payee Identification Number: 17460002912002

Project Title: STEP Comprehensive

ID: 2026-JeffersonCoSO-S-1YG-00074

Period: 10/01/2025 to 09/30/2026

**Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form**

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: County of Jefferson

Project Title: STEP Comprehensive

Authorizing Authority

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	Judge Jeff R. Branick
Title:	County Judge
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments

List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	Ryan Bodley Sr.	Lieutenant-Patrol
2.	Fran Lee	County Auditor
3.		

Texas Traffic Safety eGrants

Fiscal Year 2026

Organization Name: Jefferson County Sheriff's Office

Legal Name: County of Jefferson

Payee Identification Number: 17460002912002

Project Title: STEP Comprehensive

ID: 2026-JeffersonCoSO-S-1YG-00074

Period: 10/01/2025 to 09/30/2026

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Jefferson** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2025.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
Unique Entity Identifier (UEI) : **ekc1bvnljxa8**
FAIN:
300004020TX0
300004020TX0

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2025** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2026** unless terminated or otherwise modified.

Total Awarded: **\$32,909.20**
Amount Eligible for Reimbursement by the Department: **\$25,878.30**
Match Amount provided by the Subgrantee: **\$7,030.90**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC.

related grant program. False statements on this form may be prosecutable under TC 600.1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

M. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

N. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

O. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

P. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

Revised: 11/07/2017

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Account for any approved Program Income earned and expended
 - 4. Identify exemplary performance or best practices

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GENERAL INFORMATION

Project Title:STEP Comprehensive

Project Description:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's
2. Spring Break
3. Memorial Day
4. Independence Day
5. Labor Day

STEP Mobilization Calendar is available on [eGrantsHelp](#) page

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

GOALS AND STRATEGIES

- Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, injuries and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.
- Goal:** To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of DWI laws.
- Goal:** To increase occupant restraint use, including child-safety seats, in all passenger vehicles and trucks.
- Strategy:** Increase and sustain high visibility enforcement of occupant protection laws.
- Goal:** To reduce the number of speed-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of speed-related laws.
- Goal:** To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
- Goal:** To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

☒ I agree to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click [here](https://egranths.bts.txdot.gov/_Upload/1408656_341467-JeffCo_COMP_HEAT[1].pdf) to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number. [https://egranths.bts.txdot.gov/_Upload/1408656_341467-JeffCo_COMP_HEAT\[1\].pdf](https://egranths.bts.txdot.gov/_Upload/1408656_341467-JeffCo_COMP_HEAT[1].pdf)

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes to	9	
Reduce the number of Speed-related KA crashes to	16	
Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	10	
Reduce the number of ITC-related KA crashes to	9	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of five (5) presentations
- b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)



Subgrantee Administrator Information

For more detailed instructions, select the **Show Help** button.

Export Results to [Screen](#) [Results Per Page](#) 20 [Sort By](#) -- SELECT -- [ASCENDING](#)

Number of Results 3

Results

Subgrantee Administrator	Title	Phone
Mr. Ryan G Bodley Sr.	Sergeant-Traffic Division	(409) 835-8411
Ms. Vanecia S Jordan	Grant Manager	(409) 835-8502
Mrs. Fran Lee	County Auditor	(409) 835-8500

1



RE: Transfer of Money

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

Date Wed 9/10/2025 11:08 AM

To Rebekah Patin <Rebekah.Patin@jeffersoncountytexas.gov>

Cc Fran Lee <Fran.Lee@jeffersoncountytexas.gov>; Kate Carroll <Kate.Carroll@jeffersoncountytexas.gov>; Michelle Farnie <Michelle.Farnie@jeffersoncountytexas.gov>; Mistey Reeves <Mistey.Reeves@jeffersoncountytexas.gov>; Heather Salazar <Heather.Salazar@jeffersoncountytexas.gov>

Rebekah,

We will need to move \$4,783.00 from 280-0000-415.6002 to 280-000-415.6014 in order to complete our building projects for this budget year. (This is the amount needed to pay for the items left, Mistey will be putting in a change order, and has the necessary information.)

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



PGM: GMCOMMV2	DATE 09-16-2025	PAGE: 1
NAME	AMOUNT	CHECK NO. 111 TOTAL
JURY FUND		
CASH ADVANCE ACCOUNT	1,616.73	532079
DAWN DONUTS	43.50	532198
		1,660.23**
ROAD & BRIDGE PCT.#1		
RITTER @ HOME	153.84	532090
ACE IMAGEWEAR	111.62	532095
ENVIRONMENTAL TREE SERVICE	4,800.00	532150
FUNCTION 4 LLC	31.00	532208
JCN OIL SERVICE	75.00	532233
EQUIPMENTSHARE.COM, INC	485.14	532239
ODP BUSINESS SOLUTIONS, LLC	312.09	532258
		5,968.69**
ROAD & BRIDGE PCT.#2		
CARY ERICKSON	1,430.09	532059
ENTERGY	1,009.42	532070
S.E. TEXAS BUILDING SERVICE	520.00	532097
W. JEFFERSON COUNTY M.W.D.	171.13	532111
BUBBA'S AIR CONDITIONING	937.50	532114
ASCO	4,477.83	532186
FUNCTION 4 LLC	31.00	532208
		8,576.97**
ROAD & BRIDGE PCT. # 3		
SPIDLE & SPIDLE	2,282.35	532040
AUDILET TRACTOR SALES	336.79	532045
CERTIFIED LABORATORIES	1,147.45	532050
CINTAS, INC.	71.85	532051
COASTAL WELDING SUPPLY INC	69.44	532053
RB EVERETT & COMPANY, INC.	11,059.54	532060
PHILPOTT MOTORS, INC.	384.25	532085
RITTER @ HOME	824.78	532090
ACE IMAGEWEAR	42.00	532095
S.E. TEXAS BUILDING SERVICE	162.50	532097
W. JEFFERSON COUNTY M.W.D.	32.71	532111
WINDSTREAM	49.10	532154
MARTIN PRODUCT SALES LLC	62,124.06	532156
ALL SERV INDUSTRIAL LLC	54.54	532173
INTERSTATE ALL BATTERY CENTER - BMT	265.90	532175
SAM'S CLUB DIRECT	189.94	532183
SOUTHEAST TEXAS PARTS AND EQUIPMENT	2,964.30	532190
MARTIN MARIETTA MATERIALS	642.96	532197
WALLER COUNTY ASPHALT	7,509.50	532201
FUNCTION 4 LLC	62.00	532208
ALL TERRAIN EQUIPMENT CO	151.24	532214
O'REILLY AUTO PARTS	10.99	532220
		90,438.19**
ROAD & BRIDGE PCT.#4		
ABLE FASTENER, INC.	29.95	532037
SPIDLE & SPIDLE	2,890.97	532040
COASTAL WELDING SUPPLY INC	155.55	532053
ENTERGY	23.37	532070
M&D SUPPLY	9.06	532082
W. JEFFERSON COUNTY M.W.D.	140.37	532111
UNITED STATES POSTAL SERVICE	1.48	532131
ON TIME TIRE	290.00	532182
ASCO	111.70	532186
FUNCTION 4 LLC	52.00	532208
O'REILLY AUTO PARTS	721.90	532220
		4,426.35**
ENGINEERING FUND		
VERIZON WIRELESS	117.97	532127
FUNCTION 4 LLC	62.00	532208
ALLTERRA CENTRAL, INC.	1,538.12	532224
		1,718.09**
PARKS & RECREATION		
ENTERGY	30.31	532070

PGM: GMCOMMV2	DATE 09-16-2025	PAGE: 2
NAME	AMOUNT	CHECK NO. 112 TOTAL
M&D SUPPLY	2,479.04	532082
W. JEFFERSON COUNTY M.W.D.	59.86	532111
LOWE'S HOME CENTERS, INC.	108.42	532141
SAM'S CLUB DIRECT	238.76	532183
ALL TERRAIN EQUIPMENT CO	673.60	532214
		3,589.99**
GENERAL FUND		
TAX OFFICE		
THE LABICHE ARCHITECTURAL GROUP	2,000.00	532044
CONSOLIDATED ELECTRICAL DIST INC.	578.28	532056
ACE IMAGEWEAR	43.75	532095
SOUTHEAST TEXAS WATER	153.50	532101
UNITED STATES POSTAL SERVICE	227.16	532131
UNITED STATES POSTAL SERVICE	2.22	532132
FUNCTION 4 LLC	155.00	532208
ODP BUSINESS SOLUTIONS, LLC	698.60	532258
		3,858.51*
COUNTY HUMAN RESOURCES		
SETHRA	400.00	532098
PRE CHECK, INC.	333.36	532123
UNITED STATES POSTAL SERVICE	.74	532131
BAPTIST PHYSICIAN NETWORK	151.00	532134
FUNCTION 4 LLC	31.00	532208
AMAZON CAPITAL SERVICES	151.94	532262
BLUE TRITON BRANDS INC	127.46	532285
		1,195.50*
AUDITOR'S OFFICE		
SOUTHEAST TEXAS WATER	39.95	532102
UNITED STATES POSTAL SERVICE	31.87	532131
FUNCTION 4 LLC	31.00	532208
		102.82*
COUNTY CLERK		
CASH ADVANCE ACCOUNT	569.47	532079
UNITED STATES POSTAL SERVICE	73.01	532131
UNITED STATES POSTAL SERVICE	7.24	532132
FUNCTION 4 LLC	467.00	532208
FUNCTION4	695.72	532252
ODP BUSINESS SOLUTIONS, LLC	193.11	532258
AMAZON CAPITAL SERVICES	62.72	532262
		2,068.27*
COUNTY JUDGE		
REGINA BELL	500.00	532038
CASH ADVANCE ACCOUNT	1,567.92	532079
JOHN EUGENE MACEY	500.00	532083
ANITA F. PROVO	1,000.00	532088
UNITED STATES POSTAL SERVICE	2.51	532131
JEFF R BRANICK	999.36	532157
GRACE NICHOLS	450.00	532172
JERRY JOHN BRAGG	500.00	532176
KENT W JOHNS	500.00	532178
FUNCTION 4 LLC	31.00	532208
THE MAYO LAW FIRM PLLC	500.00	532209
		6,550.79*
RISK MANAGEMENT		
FUNCTION 4 LLC	31.00	532208
AMAZON CAPITAL SERVICES	131.75	532262
		162.75*
COUNTY TREASURER		
UNITED STATES POSTAL SERVICE	181.45	532131
FUNCTION 4 LLC	62.00	532208
		243.45*
PRINTING DEPARTMENT		
CINTAS CORPORATION	106.15	532200
FUNCTION 4 LLC	350.00	532208

PGM: GMCOMMV2	DATE 09-16-2025	PAGE: 3
NAME	AMOUNT	CHECK NO. 113 TOTAL
BOSWORTH PAPERS	68.40	532241
AMAZON CAPITAL SERVICES	322.28	532262
PURCHASING DEPARTMENT		846.83*
PORT ARTHUR NEWS, INC.	25.88	532086
FUNCTION 4 LLC	31.00	532208
GENERAL SERVICES		56.88*
CASH ADVANCE ACCOUNT	85.00	532079
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	532107
INTERFACE EAP INC	1,356.75	532116
BOSWORTH PAPERS	2,740.00	532241
DATA PROCESSING		7,381.75*
FUNCTION 4 LLC	31.00	532208
AMAZON CAPITAL SERVICES	183.20	532262
VOTERS REGISTRATION DEPT		214.20*
THE EXAMINER	345.00	532061
UNITED STATES POSTAL SERVICE	335.22	532131
FUNCTION 4 LLC	31.00	532208
ELECTIONS DEPARTMENT		711.22*
CASH ADVANCE ACCOUNT	1,327.45	532079
UNITED STATES POSTAL SERVICE	1.77	532131
FUNCTION 4 LLC	31.00	532208
ODP BUSINESS SOLUTIONS, LLC	376.37	532258
BLUE TRITON BRANDS INC	127.43	532284
DISTRICT ATTORNEY		1,864.02*
JEFFERSON CTY. BAR ASSOCIATION	4,790.00	532077
UNITED STATES POSTAL SERVICE	83.47	532131
MCM ELEGANTE HOTEL	123.05	532152
SUMMER TANNER	89.25	532158
FUNCTION 4 LLC	155.00	532208
ODP BUSINESS SOLUTIONS, LLC	325.49	532258
AMAZON CAPITAL SERVICES	62.23	532262
DISTRICT CLERK		5,628.49*
KIRKSEY'S SPRINT PRINTING	25.95	532080
UNITED STATES POSTAL SERVICE	468.27	532131
FUNCTION 4 LLC	31.00	532208
ODP BUSINESS SOLUTIONS, LLC	253.57	532258
CRIMINAL DISTRICT COURT		778.79*
TODD W LEBLANC	6,668.75	532039
DOUGLAS M. BARLOW, ATTORNEY AT LAW	4,800.00	532047
THOMAS J. BURBANK PC	24,093.56	532049
A. MARK FAGGARD	425.00	532062
NATHAN REYNOLDS, JR.	4,606.25	532089
UNITED STATES POSTAL SERVICE	.74	532131
LANGSTON ADAMS	1,746.85	532142
ADA V. CHRISTY, CSR	162.00	532143
TURK LAW FIRM	800.00	532185
JENNIFER DELAGE	3,715.00	532202
FUNCTION 4 LLC	62.00	532208
ODP BUSINESS SOLUTIONS, LLC	86.77	532258
GERALD E BOURQUE	28,849.33	532282
58TH DISTRICT COURT		76,016.25*
SOUTHEAST TEXAS WATER	44.70	532103
FUNCTION 4 LLC	31.00	532208
60TH DISTRICT COURT		75.70*

PGM: GMCOMMV2	DATE 09-16-2025	PAGE: 4
NAME	AMOUNT	CHECK NO. 114 TOTAL
FUNCTION 4 LLC	31.00	532208
ODP BUSINESS SOLUTIONS, LLC	289.86	532258
136TH DISTRICT COURT		320.86*
TERI DAIGLE, CSR, RPR	1,431.31	532122
UNITED STATES POSTAL SERVICE	1.48	532131
LEXIS-NEXIS	227.79	532133
FUNCTION 4 LLC	31.00	532208
172ND DISTRICT COURT		1,691.58*
FUNCTION 4 LLC	31.00	532208
252ND DISTRICT COURT		31.00*
THOMAS J. BURBANK PC	900.00	532049
FUNCTION 4 LLC	62.00	532208
AMAZON CAPITAL SERVICES	15.34	532262
279TH DISTRICT COURT		977.34*
THOMAS J. BURBANK PC	346.50	532049
ANITA F. PROVO	1,210.00	532088
NATHAN REYNOLDS, JR.	3,982.00	532089
GLEN M. CROCKER	1,110.00	532136
DONEANE E. BECKCOM	1,540.00	532139
LANGSTON ADAMS	330.00	532142
JOEL WEBB VAZQUEZ	660.00	532148
KIMBERLY PHELAN, P.C.	1,650.00	532153
TONYA CONNELL TOUPS	990.00	532164
REAUD MORGAN & QUINN LLP	715.00	532169
BRITTANIE HOLMES	330.00	532184
BRYAN E MCEACHERN PC	660.00	532189
JENNIFER DELAGE	1,500.00	532202
FUNCTION 4 LLC	31.00	532208
EVA COLETTE SHELANDER	4,510.00	532287
317TH DISTRICT COURT		18,564.50*
ANITA F. PROVO	325.00	532088
NATHAN REYNOLDS, JR.	325.00	532089
SOUTHEAST TEXAS WATER	38.45	532099
KIMBERLY PHELAN, P.C.	1,050.00	532153
RONALD PLESSALA	325.00	532168
MATUSKA LAW FIRM	1,325.00	532191
FUNCTION 4 LLC	31.00	532208
JUSTICE COURT-PCT 1 PL 1		3,419.45*
UNITED STATES POSTAL SERVICE	66.57	532131
FUNCTION 4 LLC	31.00	532208
JUSTICE COURT-PCT 1 PL 2		97.57*
UNITED STATES POSTAL SERVICE	23.68	532131
FUNCTION 4 LLC	31.00	532208
JUSTICE COURT-PCT 2		54.68*
UNITED STATES POSTAL SERVICE	119.14	532132
JUSTICE COURT-PCT 4		119.14*
FUNCTION 4 LLC	31.00	532208
ODP BUSINESS SOLUTIONS, LLC	65.10	532258
JUSTICE COURT-PCT 6		96.10*
UNITED STATES POSTAL SERVICE	39.73	532131
FUNCTION 4 LLC	31.00	532208
JUSTICE OF PEACE PCT. 8		70.73*

PGM: GMCOMMV2	DATE 09-16-2025	PAGE: 5
NAME	AMOUNT	CHECK NO. 115 TOTAL
UNITED STATES POSTAL SERVICE	175.96	532132
FUNCTION 4 LLC	31.00	532208
AMAZON CAPITAL SERVICES	231.60	532262
KALAN GARDNER	1,014.91	532281
COUNTY COURT AT LAW NO.1		1,453.47*
UNITED STATES POSTAL SERVICE	8.14	532131
FUNCTION 4 LLC	31.00	532208
COUNTY COURT AT LAW NO. 2		39.14*
UNITED STATES POSTAL SERVICE	46.17	532131
ADA V. CHRISTY, CSR	88.00	532143
JOEL WEBB VAZQUEZ	350.00	532148
JENNIFER DELAGE	750.00	532202
FUNCTION 4 LLC	31.00	532208
COUNTY COURT AT LAW NO. 3		1,265.17*
TODD W LEBLANC	700.00	532039
A. MARK FAGGARD	250.00	532062
CASH ADVANCE ACCOUNT	1,725.61	532079
MARVA PROVO	350.00	532087
NATHAN REYNOLDS, JR.	350.00	532089
UNITED STATES POSTAL SERVICE	47.36	532131
JOEL WEBB VAZQUEZ	1,825.00	532148
KIMBERLY PHELAN, P.C.	350.00	532153
JENNIFER DELAGE	425.00	532202
FUNCTION 4 LLC	31.00	532208
LAW OFFICE OF GILES R COLE & ASSOC	400.00	532244
THE WALKER LAW FIRM	850.00	532246
THE LAW OFFICE OF CHRISTY L CAUTHEN	1,050.00	532271
COURT MASTER		8,353.97*
JEFFERSON CTY. BAR ASSOCIATION	75.00	532077
FUNCTION 4 LLC	31.00	532208
RICHARD D HUGHES ATTORNEY AT LAW	2,050.00	532238
MEDIATION CENTER		2,156.00*
SOUTHEAST TEXAS WATER	84.25	532104
KARA HAWTHORN	90.00	532179
FUNCTION 4 LLC	31.00	532208
COMMUNITY SUPERVISION		205.25*
FUNCTION 4 LLC	124.00	532208
SHERIFF'S DEPARTMENT		124.00*
CITY OF NEDERLAND	37.19	532052
EQUINE MEDICINE & SURGERY	1,161.70	532058
FED EX	31.36	532065
ENTERGY	880.50	532070
MOORMAN & ASSOCIATES, INC.	1,850.00	532084
SAM'S WESTERN WEAR, INC.	465.98	532092
ULINE SHIPPING SUPPLY SPECIALI	259.90	532110
MOTOROLA SOLUTIONS INC	3,600.00	532118
UNITED STATES POSTAL SERVICE	2,903.93	532131
UNITED STATES POSTAL SERVICE	42.28	532132
FUNCTION 4 LLC	310.00	532208
LAKE COUNTRY CHEVROLET, INC.	15,512.81	532219
COTTON CARGO	270.00	532228
ODP BUSINESS SOLUTIONS, LLC	1,983.91	532258
AMAZON CAPITAL SERVICES	950.31	532262
RJ LEE GROUP INC	2,204.06	532275
KIESLER POLICE SUPPLY INC	308.00	532286
VALOR LAW ENFORCEMENT TRAINING AND	1,200.00	532288
CRIME LABORATORY		33,971.93*

PGM: GMCOMMV2	DATE 09-16-2025	PAGE: 6
NAME	AMOUNT	CHECK NO. ¹¹⁶ TOTAL
ABACUS DIAGNOSTIC, INC.	427.55	532042
FED EX	99.48	532066
FISHER SCIENTIFIC	604.52	532067
FUNCTION 4 LLC	31.00	532208
ODP BUSINESS SOLUTIONS, LLC	1,588.25	532258
BAK GLOBAL LLC	100.00	532264
JAIL - NO. 2		2,850.80*
BOB BARKER CO., INC.	2,536.88	532046
ENTERGY	459.10	532070
M&D SUPPLY	383.77	532082
GIBSON AVIATION	635.50	532120
MONUMENT CONSTRUCTORS	139,650.60	532151
KENNETH HARRELL	172.94	532187
GALLS LLC	653.51	532195
FUNCTION 4 LLC	217.00	532208
MOORE-ALL TEX SUPPLY	39.68	532217
LASALLE CORRECTIONS VI LLC	68,100.00	532222
TRINITY SERVICES GROUP INC	50,044.57	532229
BOSWORTH PAPERS	1,370.00	532241
ODP BUSINESS SOLUTIONS, LLC	3,792.51	532258
PTS OF AMERICA LLC	5,337.00	532283
JUVENILE PROBATION DEPT.		273,393.06*
FED EX	17.77	532063
FED EX	130.65	532064
SAM HOUSTON STATE UNIVERSITY	225.00	532091
CHERYL TARVER	28.00	532115
UNITED STATES POSTAL SERVICE	.74	532131
KESHA DUPLCHAIN	33.60	532155
ROXANA MITCHELL	235.20	532196
SUMMER KENNERSON	130.20	532204
FUNCTION 4 LLC	93.00	532208
CHARITY HIGHTOWER	434.70	532218
BRENDA WOOD	126.00	532237
LAQUITA TORRES	126.00	532268
NAKIA FOBBS	243.60	532274
JUVENILE DETENTION HOME		1,824.46*
ENTERGY	6,681.99	532070
CASH ADVANCE ACCOUNT	595.70	532079
SAM HOUSTON STATE UNIVERSITY	225.00	532091
S.E. TEXAS BUILDING SERVICE	2,250.00	532097
CHARMTX INC.	30.90	532145
BEN E KEITH COMPANY	4,930.57	532146
VANSCHUCA SANDERS-CHEVIS	500.00	532159
A1 FILTER SERVICE COMPANY	299.00	532181
CAT5 RESOURCES LLC	213.75	532194
FUNCTION 4 LLC	31.00	532208
VEQUAL ROBERTS	400.00	532240
BAK GLOBAL LLC	200.00	532264
CONSTABLE PCT 1		16,357.91*
CASH ADVANCE ACCOUNT	1,479.94	532079
UNITED STATES POSTAL SERVICE	9.62	532131
FUNCTION 4 LLC	31.00	532208
CONSTABLE-PCT 4		1,520.56*
DISH NETWORK	106.38	532162
FUNCTION 4 LLC	31.00	532208
CONSTABLE-PCT 6		137.38*
COCOMO JOE'S	10.00	532055
GT DISTRIBUTORS, INC.	164.03	532068
CASH ADVANCE ACCOUNT	1,525.99	532079
UNITED STATES POSTAL SERVICE	72.12	532131
FUNCTION 4 LLC	31.00	532208
CONSTABLE PCT. 7		1,803.14*

PGM: GMCOMMV2	DATE 09-16-2025	PAGE: 7
NAME	AMOUNT	CHECK NO. 117 TOTAL
HARRIS COUNTY TOLL ROAD AUTHORITY	72.73	532216
CONSTABLE PCT. 8		72.73*
THIRD COAST TINT	330.00	532166
FUNCTION 4 LLC	31.00	532208
AGRICULTURE EXTENSION SVC		361.00*
UNITED STATES POSTAL SERVICE	.74	532131
DAVID OATES	266.90	532199
FUNCTION 4 LLC	31.00	532208
TYLER FITZGERALD	353.50	532223
CORENA N FITZGERALD	53.76	532227
AMAZON CAPITAL SERVICES	321.82	532262
DISTRICT 9 TEXAS COUNTY AAA	300.00	532263
HEALTH AND WELFARE NO. 1		1,327.72*
BROUSSARD'S MORTUARY	900.00	532048
UNITED STATES POSTAL SERVICE	67.15	532131
4IMPRINT, INC.	656.62	532140
FUNCTION 4 LLC	62.00	532208
VECTOR SECURITY	480.36	532212
HEALTH AND WELFARE NO. 2		2,166.13*
ENTERGY	106.27	532073
UNITED STATES POSTAL SERVICE	254.96	532132
FUNCTION 4 LLC	62.00	532208
VECTOR SECURITY	134.85	532212
LISA WASHINGTON	212.80	532260
AMAZON CAPITAL SERVICES	356.00	532262
NURSE PRACTITIONER		1,126.88*
FUNCTION 4 LLC	31.00	532208
ENVIRONMENTAL CONTROL		31.00*
US POSTAL SERVICE	624.00	532137
FUNCTION 4 LLC	31.00	532208
INDIGENT MEDICAL SERVICES		655.00*
CARDINAL HEALTH 110 INC	14,321.88	532188
CORLISS R RANDLE	1,200.00	532225
CLIFTON R LEWIS	4,800.00	532277
EMERGENCY MANAGEMENT		20,321.88*
VERIZON WIRELESS	150.00	532129
AMAZON CAPITAL SERVICES	7.18	532262
MAINTENANCE-BEAUMONT		157.18*
JOHNSTONE SUPPLY	1,281.14	532041
CITY OF BEAUMONT - LANDFILL	52.00	532043
CERTIFIED LABORATORIES	1,037.15	532050
COBURN SUPPLY COMPANY INC	2,828.37	532054
W.W. GRAINGER, INC.	315.84	532069
HYDRO-CLEAN SERVICES, INC.	554.25	532075
M&D SUPPLY	202.78	532082
SANITARY SUPPLY, INC.	785.00	532093
ACE IMAGEWEAR	279.43	532095
S.E. TEXAS BUILDING SERVICE	24,342.17	532097
WORTH HYDROCHEM OF THE GULF COAST	290.00	532113
FIRETROL PROTECTION SYSTEMS, INC.	5,792.00	532170
SHERWIN-WILLIAMS	2,297.16	532174
CAT5 RESOURCES LLC	1,571.42	532194
CINTAS CORPORATION	40.28	532200
FUNCTION 4 LLC	31.00	532208
FLOOR CARE & INTERIOR	3,740.50	532213

PGM: GMCOMMV2	DATE 09-16-2025	PAGE: 8
NAME	AMOUNT	CHECK NO. 118 TOTAL
INTEGRITY ELEVATOR SOLUTIONS LLC	4,615.38	532231
WES VICE HARDWOODS & SUPPLY INC	197.27	532232
UNITED REFRIGERATION INC	257.08	532235
AMAZON CAPITAL SERVICES	111.16	532262
MAINTENANCE-PORT ARTHUR		50,621.38*
RITTER @ HOME	222.17	532090
SHERWIN-WILLIAMS	76.78	532096
S.E. TEXAS BUILDING SERVICE	5,000.00	532097
SOLAR	395.91	532135
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	1,096.64	532171
FUNCTION 4 LLC	93.00	532208
CHARTER COMMUNICATIONS	116.00	532254
PARKER'S BUILDING SUPPLY	390.88	532259
AMAZON CAPITAL SERVICES	39.98	532262
SMARTSIGN	277.19	532289
MAINTENANCE-MID COUNTY		7,264.21*
ENTERGY	2,665.60	532070
S.E. TEXAS BUILDING SERVICE	3,608.32	532097
W. JEFFERSON COUNTY M.W.D.	56.17	532111
FUNCTION 4 LLC	31.00	532208
ADVANTAGE INTERESTS INC	40.00	532215
SERVICE CENTER		6,401.09*
SPIDLE & SPIDLE	12,368.88	532040
J.K. CHEVROLET CO.	8,306.43	532076
PHILPOTT MOTORS, INC.	135.27	532085
TATE & CO., INC.	618.11	532106
VIN'S PAINT & BODY, INC.	4,257.11	532117
JEFFERSON CTY. TAX OFFICE	16.75	532124
JEFFERSON CTY. TAX OFFICE	7.50	532125
JEFFERSON CTY. TAX OFFICE	7.50	532126
VOYAGER FLEET SYSTEM, INC.	26,957.84	532144
PETROLEUM SOLUTIONS, INC.	977.25	532147
BUMPER TO BUMPER	952.51	532149
MIGHTY OF SOUTHEAST TEXAS	1,052.64	532180
FUNCTION 4 LLC	31.00	532208
TWIN CITY HONDA	1,148.67	532242
TOWN AND COUNTRY FORD	1,267.55	532270
VETERANS SERVICE		58,105.01*
UNITED STATES POSTAL SERVICE	22.92	532132
US POSTAL SERVICE	546.00	532138
FUNCTION 4 LLC	62.00	532208
MOSQUITO CONTROL FUND		630.92*
ENTERGY	670.64	532070
JACK BROOKS REGIONAL AIRPORT	134.46	532078
SETZER HARDWARE, INC.	28.36	532094
ACE IMAGEWEAR	80.35	532095
FUNCTION 4 LLC	31.00	532208
O'REILLY AUTO PARTS	185.69	532220
CHARTER COMMUNICATIONS	92.19	532256
BREATH ALCOHOL TESTING		1,222.69**
COURTNEY RIVERS	1,955.23	532248
FAMILY GROUP CONFERENCING		1,955.23**
FUNCTION 4 LLC	31.00	532208
SECURITY FEE FUND		31.00**
ALLIED UNIVERSAL SECURITY SERVICES	11,311.40	532230
LAW LIBRARY FUND		11,311.40**

PGM: GMCOMMV2	DATE	PAGE: 9
NAME	09-16-2025	
	AMOUNT	CHECK NO. 119 TOTAL
FUNCTION 4 LLC	31.00	532208 31.00**
ENVIRONMENTAL GRANTS/H2O		
TEXAS ENVIRONMENTAL HEALTH ASSN.	1,300.00	532108 1,300.00**
SHSP/CCP2005/RURAL LAW EN		
LAKE COUNTRY CHEVROLET, INC.	14,934.99	532219 14,934.99**
EMPG GRANT		
VERIZON WIRELESS	1,548.75	532129
FUNCTION 4 LLC	31.00	532208 1,579.75**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	131.32	532128 131.32**
GRANT A STATE AID		
PREFERRED FACILITIES GROUP-USA, LLC	30,752.71	532243 30,752.71**
COMMUNITY SUPERVISION FND		
UNITED STATES POSTAL SERVICE	37.42	532131
UNITED STATES POSTAL SERVICE	66.89	532132
LOCAL GOVERNMENT SOLUTIONS LP	7,662.00	532165
FUNCTION 4 LLC	62.00	532208
LLOYD GOSSELINK ROCHELLE & TOWNSEND	837.50	532221
CHARTER COMMUNICATIONS	130.83	532255
BAK GLOBAL LLC	200.00	532264 8,996.64**
COMMUNITY CORRECTIONS PRG		
CASH ADVANCE ACCOUNT	736.52	532079
FUNCTION 4 LLC	31.00	532208 767.52**
DRUG DIVERSION PROGRAM		
FUNCTION 4 LLC	31.00	532208 31.00**
SHERIFF'S TRAINING GRANT		
EAN SERVICES LLC	850.74	532193 850.74**
LAW OFFICER TRAINING GRT		
ENTERGY	385.82	532070 385.82**
COUNTY CLERK - RECORD MGT		
DELL MARKETING L.P.	24,705.30	532057 24,705.30**
REGIONAL COMM. SAVNS		
APPRISS INSIGHTS, LLC	7,798.44	532250 7,798.44**
HURRICANE LEPC GRANTS		
UNITED COMMUNICATIONS, INC.	7,673.24	532121 7,673.24**
DEPUTY SHERIFF EDUCATION		
CASH ADVANCE ACCOUNT	1,646.26	532079
TEXAS COMMISSION ON LAW ENFORCEMENT	275.00	532167
TXFACT, LLC	2,480.00	532210 4,401.26**
TAX OFFICE AUTO DEALER		
PREFERRED FACILITIES GROUP-USA, LLC	38,955.78	532243 38,955.78**
J.P. COURTROOM TECH. FUND		

PGM: GMCOMMV2	DATE 09-16-2025	PAGE: 10
NAME	AMOUNT	CHECK NO. 120 TOTAL
DELL MARKETING L.P.	1,605.00	532057
CDW COMPUTER CENTERS, INC.	73.83	532119
		1,678.83**
HOTEL OCCUPANCY TAX FUND		
CINTAS, INC.	148.07	532051
HERNANDEZ OFFICE SUPPLY, INC.	3,856.80	532074
AT&T	108.90	532105
TRIANGLE BLUE PRINT CO., INC.	310.00	532109
UNITED STATES POSTAL SERVICE	.61	532131
DISH NETWORK	142.39	532161
GRINNELL COMPUTERS	125.00	532203
FUNCTION 4 LLC	31.00	532208
FERGUSON ENTERPRISES INC	95.64	532211
AERUS	469.94	532234
CHAPMAN VENDING	1,114.02	532245
CHARTER COMMUNICATIONS	108.86	532253
		6,511.23**
DISTRICT CLK RECORDS MGMT		
FUNCTION 4 LLC	62.00	532208
		62.00**
GLO DISASTER GRANT HOME		
GRIFFITH MOSELEY JOHNSON & ASSOCIAT	25,414.53	532192
		25,414.53**
CAPITAL PROJECTS FUND		
THE LABICHE ARCHITECTURAL GROUP	1,000.00	532044
		1,000.00**
AIRPORT FUND		
ENTERGY	14,953.45	532072
UNITED STATES POSTAL SERVICE	.74	532131
DISH NETWORK	124.39	532160
FUNCTION 4 LLC	62.00	532208
		15,140.58**
SE TX EMP. BENEFIT POOL		
NEUROMUSCULAR CORPORATE SOLUTIONS	15,750.00	532226
SECURIAN LIFE INSURANCE COMPANY	31,932.73	532272
MADISON NATIONAL LIFE INSURANCE COM	7,710.74	532273
LIVINITI LLC	88,277.96	532279
LIVINITI LLC	276,780.13	532280
		420,451.56**
SETEC FUND		
TELEPHONICS UNLIMITED INC	8,287.50	532278
		8,287.50**
LIABILITY CLAIMS ACCOUNT		
JEFFERSON CTY - WORKERS COMP	4,973.22	532269
		4,973.22**
WORKER'S COMPENSATION FD		
JEFFERSON CTY - WORKERS COMP	28,153.07	532269
		28,153.07**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	19,505.43	531753
CLEAT	3,539.00	531754
JEFFERSON CTY. TREASURER	11,611.45	531755
INTERNAL REVENUE SERVICE	208.00	531756
JEFFERSON CTY. COMMUNITY SUP.	6,218.30	531757
JEFFERSON CTY. TREASURER - HEALTH	592,569.38	531758
JEFFERSON CTY. TREASURER - GENERAL	10.00	531759
JEFFERSON CTY. TREASURER - PAYROLL	2,138,882.12	531760
JEFFERSON CTY. TREASURER - PAYROLL	705,064.61	531761
POLICE & FIRE FIGHTERS' ASSOCIATION	3,288.95	531762
TEXAS CHILD SUPPORT SDU	415.38	531763
JEFFERSON CTY. TREASURER - TCDRS	843,918.92	531764
JEFFERSON COUNTY TREASURER	3,627.34	531765
JEFFERSON COUNTY - TREASURER -	11,288.57	531766

PGM: GMCOMMV2	DATE 09-16-2025	PAGE: 11
NAME	AMOUNT	CHECK NO. ¹²¹ TOTAL
NECHES FEDERAL CREDIT UNION	31,187.43	531767
JEFFERSON COUNTY - NATIONWIDE	59,527.25	531768
SBA - U S DEPARTMENT OF TREASURY	318.43	531769
ALLSTATE BENEFITS	9,023.87	531770
SECURIAN LIFE INSURANCE COMPANY	1,193.71	531771
CHUBB	5,463.12	531772
		4,446,861.26**
LANGUAGE ACCESS FUND		
ANITA U SEPEDA	200.00	532177
MASTERWORD SERVICES, INC	289.81	532251
RUBEN ZAPATA	1,000.00	532265
ERIKA BURGE	200.00	532276
		1,689.81**
ARPA CORONAVIRUS RECOVERY		
W. JEFFERSON COUNTY M.W.D.	82,650.00	532112
TIDAL BASIN GOVERNMENT CONSULTING	14,060.00	532236
BURNS ARCHITECTURE LLC	1,816.50	532266
		98,526.50**
BRIC/FMA GRANT		
COMAL DESIGN GROUP LLC	1,000.00	532267
		1,000.00**
ELECTION SECURITY GRANT		
STEEPMEADOW SOLUTIONS, LLC	29,497.09	532249
		29,497.09**
MARINE DIVISION		
W.W. GRAINGER, INC.	4,369.74	532069
ENTERGY	154.02	532070
JACK BROOKS REGIONAL AIRPORT	1,213.60	532078
LOUIS' YAZOO SALES & SERVICE, LLC	321.50	532081
RITTER @ HOME	1,315.80	532090
SETZER HARDWARE, INC.	13.39	532094
SOUTHEAST TEXAS WATER	74.20	532100
THE DINGO GROUP-PETE JORGENSEN MARI	415.30	532163
VECTOR SECURITY	54.52	532212
PROFORCE LAW ENFORCEMENT	1,920.00	532247
		9,852.07**
SHERIFF - COMMISSARY		
MOORE-ALL TEX SUPPLY	2,219.35	532217
AMAZON CAPITAL SERVICES	479.88	532262
		1,739.47**
		6,002,930.60***

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: SEPTEMBER 10, 2025

The following budget transfer for is necessary for Sheriff – additional cost for postage.

120-3059-421-4052	Postage	\$15,000
120-3059-421-5016	Criminal Investigation	\$15,000

Gene A. Winston, Jr.

Constable PCT. 8

525 Lakeshore Drive

Port Arthur, TX 77640



Willie Jane Briscoe

Senior Office Specialist

Phone: 409-983-8311

Fax: 409-983-8303

jcp8@jeffersoncountytexas.gov

September 8, 2025

Jefferson County Commissioner's Court

Jefferson County Courthouse

1149 Pearl Street

Beaumont, Texas 77701

Honorable Judge and Commissioners:

Please consider and possibly approve the hiring of Jeremy Dwain Way as a Reserve Deputy Constable with Constable Precinct Eight in accordance with Local Government Code (LGC) 86.011.

Jeremy Dwain Way a certified Peace Officer and his commission are active. He has been cleared with Texas Commission on Law Enforcement Officer Standards and Education.

If you need further information, call me. Your cooperation in this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink that reads "G.A. Winston, Jr." in a cursive, stylized script.

Gene A. Winston, Jr.

Constable, Pct. 8



PROCLAMATION

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 16th day of September, 2025 on motion made by Everette "Bo" Alfred, Commissioner of Precinct No. 4, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Proclamation was adopted:

Recognizing National Ovarian and Breast Cancer Awareness Months and Celebrating the Lifesaving Mission of the Julie Rogers “Gift of Life” Program
Jefferson County

WHEREAS, September and October are National Ovarian and Breast Cancer Awareness Months that bring communities together to heighten information on the risks and symptoms of these diseases, and to champion education, prevention and early detection; and

WHEREAS, breast cancer is the most common cancer among American women, except for skin cancers, and approximately 1 in 8 women in the U.S. will develop breast cancer during her lifetime; and

WHEREAS, the Julie Rogers “Gift of Life” Program has served Southeast Texas for more than three decades, providing thousands of FREE breast cancer screenings, diagnostic mammograms, ultrasounds and biopsies with navigation to treatment for medically underserved women; and

WHEREAS, Gift of Life has helped diagnose breast cancer in 25 Southeast Texas women in less than two years; and more than 315 women through its lifesaving medical services; and

WHEREAS, Gift of Life's Julie Richardson Procter Ovarian Education Outreach Program heightens awareness of ovarian cancer, a silent disease which is the fifth leading cause of cancer deaths of women in the United States; and

WHEREAS, Gift of Life will host the 15th Annual Julie Richardson Procter 5K Ribbon Run Monster Dash in Downtown Beaumont on Saturday, October 25 to further awareness of breast and ovarian cancer throughout Southeast Texas while also raising funds for its provision of prevention and educational outreach; and

NOW, THEREFORE, BE IT RESOLVED the Commissioners Court of Jefferson County, does hereby proclaim September and October 2025 as Breast & Ovarian Cancer Awareness Months in Jefferson County, and Tuesday, September 16 as Gift of Life Breast and Ovarian Cancer Awareness Day and we also call upon all citizens to honor these months by celebrating survivors, pursue preventative health practices and join Gift of Life in its mission to save lives.

Signed this 16th day of September, 2025.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SENEAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

ATTEST

DATE _____

ct No. 2
Rudy Hinnell
9/18/25

STATE OF TEXAS § IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SEC 312.401 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 16th day of September, 2025 on motion made by Everette "Bo" Alfred, Commissioner of Precinct No 4, and seconded by Michael S. Sinegal, Commissioner of Precinct No 3, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the county to designate the Project Cement facility in Beaumont, TX a reinvestment zone, pursuant to Sec. 312.401 et seq., Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the Project Cement property, 1745 Buford St., Beaumont, TX (mailing purposes only), Jefferson County, Texas 77701, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone"). Within the parcel of land designated by this Reinvestment Zone, Beaumont Bulk Solutions, LLC. intends to erect facilities for the purpose of storage and marketing of cement and related materials. This Zone is comprised of one parcels designated on Exhibit "A" as JCCAD identification, #124743 being the limits of this reinvestment zone.
- Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4 That the Commissioners Court held a public hearing to consider this Order on the 16th day of September, 2025.

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 16th day of September, 2025



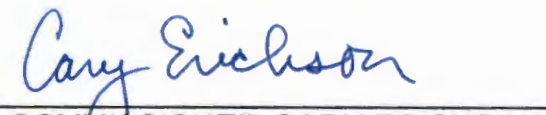
 JEFF R. BRANICK
 County Judge



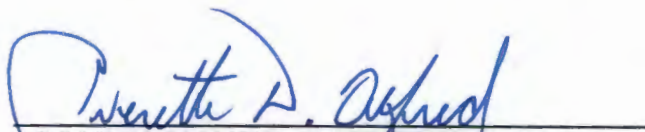
 COMMISSIONER BRANDON WILLIS
 Precinct No. 1



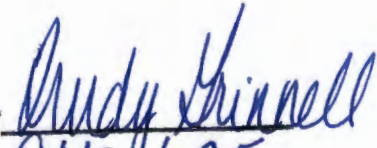
 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3



 COMMISSIONER CARY ERICKSON
 Precinct No. 2



 COMMISSIONER EVERETTE D. ALFRED
 Precinct No 4

ATTEST 

DATE 9/18/25





KATE CARROLL
Jefferson County
Tax Assessor Collector

128
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: Wales Debora J
Address: 9615 Southmeadow St. Beaumont, TX 77706-3874
Account Number: 019475-000/018500-00000
Amount of Refund: \$3,183.62
Reason: The taxpayer made numerous partial payments towards 2024 tax balance all by electronic check starting on 01/31/2025. On 08/28/2025 a final payment of \$970.33 was made which paid account in full. A subsequent electronic check payment was made on 08/31/2025, resulting in an overpayment of \$3,183.62.

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.

A handwritten signature in cursive script, reading "Kate Carroll", written over a horizontal line.

Kate Carroll
Jefferson County Tax Assessor-Collector

A handwritten date "9/4/25" written in cursive script over a horizontal line.

Date

A handwritten signature in cursive script, reading "Cecilia Sorocci", written over a horizontal line.

County Auditor employee

A handwritten date "9/5/25" written in cursive script over a horizontal line.

Date

DUPLICATE TAX RECEIPT



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

Certified Owner:

WALES DEBORA J
9615 SOUTHMEADOW ST
BEAUMONT, TX 77706-3874

Legal Description:

EVANGELINE MEADOW III LT 2 BLK 9

Parcel Address: 9615 SOUTHMEADOW ST

Legal Acres: 0.1928

1st payment

Remit Seq No: 60527889

Receipt Date: 08/28/2025

Deposit Date: 08/28/2025

Print Date: 09/03/2025

NO.: 31791

Deposit No: EC08282025
Validation No: 2
Account No: **019475-000/018500-00000**
Operator Code: ASHLEYBB

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2024	Jefferson County	0	0.357000	116.52	8.16	0.00	124.68
2024	Beaumont Isd	0	0.964910	288.12	20.17	0.00	308.29
2024	City Of Beaumont	0	0.659663	368.92	25.82	0.00	394.74
2024	Port Of Beaumont	0	0.068253	26.67	1.87	0.00	28.54
2024	Drainage District #6	0	0.184917	72.24	5.06	0.00	77.30
2024	Sabine-Neches Nav. Dist.	0	0.088000	34.37	2.41	0.00	36.78
2023	Jefferson County	159,035	0.359000	369.95	114.68	96.93	581.56
2023	Beaumont Isd	133,794	0.986410	914.63	283.54	239.63	1,437.80
2023	City Of Beaumont	231,294	0.681485	1,092.37	338.63	286.20	1,717.20
2023	Port Of Beaumont	159,035	0.095921	105.72	32.77	27.70	166.19
2023	Drainage District #6	159,035	0.192429	212.10	65.75	55.57	333.42
2023	Sabine-Neches Nav. Dist.	159,035	0.088000	96.99	30.07	25.41	152.47
				\$3,698.60	\$928.93	\$731.44	\$5,358.97

Check Number(s):
CC007169723

Exemptions on this property:

CAPPED
HOMESTEAD
OVER 65

PAYMENT TYPE:

eChecks: \$5,358.97

Total Applied: \$5,358.97

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:

DEBORA WALES
9615 SOUTHMEADOW DRIVE, BEAUMO
BEAUMONT, TX 77706

PAYMENT DETAIL

REPORT CREATED: 09/03/2025 09:38:22 AM

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID	100334456543
Date/Time	8/20/2025 9:23:44 AM
Amount	\$5,358.97
Conv. Fee	\$1.00
Flow	Payment

Check Payment

Account Number	xxxx5911
Routing Number	xxxxx7727
Origination	Internet
Outcome	Complete
Account Type	Checking

Billing Information

First Name	Debora
Middle Name	J
Last Name	Wales
Name Suffix	
Address	9615 Southmeadow Drive, Beaumo
City	Beaumont
State	TX
Postal Code	77706
Country	UNITED STATES
Telephone	XXXXXXXXXX
Email Address	XXXXXXXXXX @100.com

Property Information

Payment Type	
Property Tax Account Number	01947500001850000000
Client	88000000
Description	Property Tax
Owner Ref	0
Reference	7169723
First Name	Debora
Middle Name	
Last Name	Wales
Name Suffix	
Address	9615 Southmeadow Drive, Beaumo
City	Beaumont
State	TX
Postal Code	77706
Country	UNITED STATES
Telephone	XXXXXXXXXX

DUPLICATE TAX RECEIPT



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

Certified Owner:

WALES DEBORA J
9615 SOUTHMEADOW ST
BEAUMONT, TX 77706-3874

Legal Description:

EVANGELINE MEADOW III LT 2 BLK 9

Parcel Address: 9615 SOUTHMEADOW ST

Legal Acres: 0.1928

Deposit No: EC09022025
Validation No: 4
Account No: **019475-000/018500-00000**
Operator Code: ASHLEYBB

Remit Seq No: 60536659

Receipt Date: 08/31/2025

Deposit Date: 09/02/2025

Print Date: 09/03/2025

NO.: 31791

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2024	Overpay	0	0.000000	0.00	0.00	0.00	3,183.62
				\$0.00	\$0.00	\$0.00	\$3,183.62

Check Number(s):
CC007171220

Exemptions on this property:

CAPPED
HOMESTEAD
OVER 65

PAYMENT TYPE:

eChecks: \$3,183.62

Total Applied: \$3,183.62

Change Paid: \$0.00

PAYER:

DEBORA WALES
9615 SOUTHMEADOW DRIVE, BEAUMO
BEAUMONT, TX 77706

PAYMENT DETAIL

REPORT CREATED: 09/03/2025 09:37:49 AM

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID	100334682552
Date/Time	8/22/2025 2:27:10 PM
Amount	\$3,183.62
Conv. Fee	\$1.00
Flow	Payment

Check Payment

Account Number	xxxx5911
Routing Number	xxxxx7727
Origination	Internet
Outcome	Complete
Account Type	Checking

Billing Information

First Name	Debora
Middle Name	J
Last Name	Wales
Name Suffix	
Address	9615 Southmeadow Drive, Beaumo
City	Beaumont
State	TX
Postal Code	77706
Country	UNITED STATES
Telephone	XXXXXXXXXX
Email Address	XXXXXXXXXX@XXXXXX

Property Information

Payment Type	
Property Tax Account Number	01947500001850000000
Client	88000000
Description	Property Tax
Owner Ref	0
Reference	7171220
First Name	Debora
Middle Name	
Last Name	Wales
Name Suffix	
Address	9615 Southmeadow Drive, Beaumo
City	Beaumont
State	TX
Postal Code	77706
Country	UNITED STATES
Telephone	XXXXXXXXXX