

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

BE IT REMEMBERED that on September 30, 2025, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda*  
*September 30, 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 30, 2025**

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

**9:30 a.m. – Announcement of a Workshop to receive and discuss information regarding the future acceptance of subdivision roads for maintenance and subdivision regulations.**

**10:00 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.**

**10:15 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.**

*Notice of Meeting and Agenda*  
*September 30, 2025*

**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](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: Everett "Bo" Alfred, Commissioner, Precinct Four**

**PLEDGE OF ALLEGIANCE: Brandon Willis, Commissioner, Precinct One**

## **PURCHASING:**

- (a).Consider and approve specifications for Request for Statements of Qualifications (RFQ 25-052/MR) Jefferson County Correctional Facility Professional Needs Assessment.

SEE ATTACHMENTS ON PAGES 11 - 57

**Motion by: Erickson**

**Second by: Willis**

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

**Action: APPROVED**

- (b).Consider and approve, execute, receive and file renewal for (IFB 23-054/MR), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County for a second (1) one-year renewal with Ferguson Enterprises, Global Equipment Company, HD Supply Facilities Maintenance, Ltd., ICS Jail Supply, Interboro Packaging, Sanitary Supply Company, and Unipak Corp. from October 08, 2025 to October 07, 2026.

SEE ATTACHMENTS ON PAGES 58 - 64

**Motion by: Erickson**

**Second by: Willis**

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

**Action: APPROVED**

- (c).Receive and file 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 renewal was approved by Commissioners' Court 09/16/2025.

SEE ATTACHMENTS ON PAGES 65 - 76

**Motion by: Erickson**

**Second by: Willis**

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

**Action: APPROVED**

- (d).Consider and approve, execute, receive and file Agreement (25-053/MR) with Tyler Technologies for SaaS services for Texas OCA Court Reminder Program in the amount of \$1,500.00; in accordance with Sourcewell Contract 060624-TTI.

SEE ATTACHMENTS ON PAGES 77 - 80

*Notice of Meeting and Agenda*  
*September 30, 2025*

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

**COUNTY AUDITOR:**

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

SEE ATTACHMENTS ON PAGES 81 - 81

|                   |                    |          |          |
|-------------------|--------------------|----------|----------|
| 120-2041-412-5062 | TRAVEL EXPENSE     | \$229.00 |          |
| 120-2041-412-1098 | OVERTIME ALLOWANCE |          | \$229.00 |

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

- (b).Consider and approve budget amendment – Transfer Out Capital Projects – delay in completing roof.

SEE ATTACHMENTS ON PAGES 82 - 82

|                   |                           |              |              |
|-------------------|---------------------------|--------------|--------------|
| 120-0000-491-8006 | CAPITAL PROJECTS FND #311 | \$209,475.00 |              |
| 120-3062-423-6014 | BUILDINGS AND STRUCTURES  |              | \$209,475.00 |

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

- (c).Consider and approve electronic disbursement for \$1,349.24 to Texas Department of Criminal Justice for October insurance reimbursement.

NO ATTACHMENTS

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

- (d).Consider and approve Resolution for 2026 Indigent Defense Formula grant application.

SEE ATTACHMENTS ON PAGES 83 - 83

*Notice of Meeting and Agenda*  
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**Motion by: Alfred**  
**Second by: Sinegal**  
**In Favor: Branick, Willis, Erickson, Sinegal, Alfred**  
**Action: APPROVED**

- (e).Consider and approve directing that all money that otherwise would be deposited in a salary fund shall be deposited in the general fund of the County in accordance with Local Government Code section 154.007 for the fiscal year 2025-2026.

NO ATTACHMENTS

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

- (f).Consider and approve budget transfer – Constable Pct. 2 – additional cost for travel.

SEE ATTACHMENTS ON PAGES 84 - 84

|                   |                |          |          |
|-------------------|----------------|----------|----------|
| 120-3066-425-5062 | TRAVEL EXPENSE | \$250.00 |          |
| 120-3066-425-3010 | BOOKS-PRINTED  |          | \$250.00 |

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

- (g).Regular County Bills - check #532533 through check #532745.

SEE ATTACHMENTS ON PAGES 85 - 93

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

- (h).Conduct a Public Hearing to receive comments concerning the closeout of the Community Development Block Grant-Disaster Recovery (CDBG-DR) Voluntary Acquisition/Buyout Program related to Hurricane Harvey. The purpose of this hearing is to provide an overview of the program's final activities and provide an opportunity for citizens to comment on the program's outcomes.

SEE ATTACHMENTS ON PAGES 94 - 95

*Notice of Meeting and Agenda*  
*September 30, 2025*

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

- (i).Consider and approve subrecipient agreement with between Jefferson County and Ducks Unlimited for projects utilizing \$2,960,000 in GOMESA funding.

SEE ATTACHMENTS ON PAGES 96 - 113

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

**CONSTABLE PRECINCT 1:**

- (a).Consider and possibly approve the hiring of Tyquisha Murray as a Full Time Deputy Constable with Constable Precinct 1 Office with accordance with Local Government Code (LGC) 86.01.

SEE ATTACHMENTS ON PAGES 114 - 114

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

**COUNTY COMMISSIONERS:**

- (a).Receive and file Oath of Office and Statement of Officer for Doug Saunders, appointed Commissioner for Jefferson County Emergency Services District 5.

SEE ATTACHMENTS ON PAGES 115 - 116

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

- (b).Consider, possibly approve, receive and file a Proclamation for 2025 NATIONAL 4-H WEEK.

SEE ATTACHMENTS ON PAGES 117 - 117

*Notice of Meeting and Agenda*  
*September 30, 2025*

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

- (c).Consider, possibly approve, receive and file, a Proclamation not to be read in court regarding Pat Parsons.

SEE ATTACHMENTS ON PAGES 118 - 118

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

**TAX OFFICE:**

- (a).Consider and possibly approve a Resolution recognizing Lisa Thomas for her 10 years of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 119 - 119

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

**CRIME LAB:**

- (a).Consider and possibly approve out of state travel for Steve Mayes of the Crime Lab to attend the Association of Forensic Quality Assurance Managers (AFQAM) Conference in Portland, Oregon, October 7 - 10, 2025. Funds were set aside in the Crime Lab Budget for "Out of State" Travel for the AFQAM Conference, but the location and date of the conference listed were those for 2026 ("Kansas City, Missouri October 13 -16, 2026") instead of the correct location and dates for 2025 ("Portland, Oregon October 7- 10").

SEE ATTACHMENTS ON PAGES 120 - 121

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

## **ENGINEERING DEPARTMENT:**

- (a).Execute, receive and file Overweight Vehicle Permit 09-OW-25 and Road Use Agreement between Jefferson County and Paragon Geophysical Services Inc. For the purpose of a 3D Geophysical Survey along Willis and Ebner Road. This project is located in Jefferson County in Precinct 4.

SEE ATTACHMENTS ON PAGES 122 - 151

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

## **PUBLIC HEALTH:**

- (a).Consider, possibly approve and authorize the County Judge to execute a renewal of the Clinical Affiliation Agreement between Jefferson County and Lamar Institue of Technology Pharmacy students.

SEE ATTACHMENTS ON PAGES 152 - 158

**Motion by: Alfred**

**Second by: Erickson**

**Abstained: Branick, Willis, Erickson, Sinegal, Alfred**

**Action:**

## **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.**

**Possible Consideration and approval of Resolutions or Proclamations not to be read during court.**

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**Jeff R. Branick**  
**County Judge**

*Notice of Meeting and Agenda*  
*September 30, 2025*

**Special, September 30, 2025**

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 30, 2025.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
**Deborah L. Clark, Purchasing Agent**

**1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701**

**OFFICE MAIN: (409) 835-8593  
 FAX: (409) 835-8456**

September 30, 2025

**Request for Statements of Qualifications  
 (RFQ 25-052/MR) Jefferson County Correctional Facility Professional Needs Assessment**

Jefferson County is seeking submittals from qualified firms to provide professional jail needs assessment in accordance with Request for Statements of Qualifications (RFQ 25-052/MR) Jefferson County Correctional Facility Professional Needs Assessment.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: <https://jeffersoncountytexas.gov/Purchasing/>

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, Texas 77701, no later than 11:00 am CT, November 5, 2025. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or [mistey.reeves@jeffersoncountytexas.gov](mailto:mistey.reeves@jeffersoncountytexas.gov). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or [deb.clark@jeffersoncountytexas.gov](mailto:deb.clark@jeffersoncountytexas.gov).

**REQUEST NAME: RFQ 25-052/MR**

**REQUEST NUMBER: Jefferson County Correctional Facility Professional Needs Assessment**

**DUE DATE/TIME: 11:00 am CT, Wednesday, November 5, 2025**

**MAIL OR DELIVER TO: Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, TX 77701**

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date (at 409-835-8593) to make appropriate arrangements.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this request. Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**PUBLISH:**  
**Beaumont Enterprise & Port Arthur News:**  
 October 1, 2025  
**The Examiner:**  
 October 2, 2025 & October 9, 2025

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## **SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 25-052/MR) Jefferson County Correctional Facility Professional Needs Assessment**

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### **1.1 PURPOSE.**

Jefferson County is requesting statements of qualifications and experience from all qualified firms or teams desiring to provide professional jail needs assessment for the Jefferson County Correctional Facility inmate housing and operation needs. This needs assessment will provide for a development plan that will be implemented over (15) fifteen-year period.

### **1.2 BACKGROUND & SCOPE OF SERVICES.**

Jefferson County covers approximately 1,100 square miles and has a population of 253,700. Jefferson County Correctional Facility was constructed in 1992 and has a current bed availability of 1,004, with an additional 52 maximum security beds that will be available in 2026. The facility has male bed availability for 108 maximum security offenders, 312 medium security offenders and 408 minimum security offenders and 24 medical medium security offenders. The facility has female bed availability for 96 medium security offenders and 48 minimum security offenders. The facility has unisex bed availability for 8 medical isolation offenders.

The average daily population for 2024 was 854 inmates and for 2025, the year-to-date average daily population is 852. The average number of inmates with misdemeanors is 120 male offenders and 30 female offenders. The average number of inmates with felonies is 575 male offenders and 130 female offenders

Jefferson County is seeking a qualified consulting firm or team to provide professional jail assessment services for the development of a plan for inmate housing and jail operations for changes in the demographics of criminal charges in Jefferson County. The development assessment must ensure compliance with the Texas Commission on Jail Standards. Ensuring safe and efficient jail operation are key objectives of Jefferson County.

The assessment will address short, medium and long-range facility needs. All solutions will require phasing alternatives with clearly defined triggers and be comprehensive, efficient, flexible and supported by a plan demonstrating cost-efficiency.

Jefferson County intends to complete a high-quality, cost-effective needs assessment in 6 to 12 months after the award of this request for statements of qualifications. The scope of services will include, but not be limited to the following:

- Meet with County leadership to meet County objectives.
- Inventory of existing conditions including a review of current jail operations.
- Identify areas for improvement.
- Population projections to determine facility needs.
- Identify options to meet projected facility requirements and alternative configurations.
- A jail layout plan shall be prepared according to Texas Jail Commission on Jail Standards.
- Opinion of probable construction cost.
- Comprehensive final analyses and recommendation report.

### **1.3 PROCEDURE.**

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a Selection Review Committee to evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience,

competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

#### **1.4 SELECTION REVIEW COMMITTEE.**

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

#### **1.5 EVALUATION PROCESS.**

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

**The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.**

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

**All correspondence relating to this RFQ, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFQ shall be coordinated by the Jefferson County Purchasing Department.**

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

#### **1.6 JAIL ASSESSMENT FIRM'S SERVICES.**

- A. A description of services that may be utilized under this RFQ includes:
  - 1. Jail Assessment of immediate and future needs.

## 1.7 LAWS AND REGULATIONS.

A. The Jail Assessment Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

## 1.8 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

### **Minimum Insurance Requirements:**

|                                                                        |             |
|------------------------------------------------------------------------|-------------|
| <b>Public Liability, including Products &amp; Completed Operations</b> | \$1,000,000 |
| <b>Excess Liability</b>                                                | \$1,000,000 |

### **Property Insurance (policy below that is applicable to this project):**

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**                      Statutory Coverage (**See Section 1.8 Below**)

## 1.9 WORKER'S COMPENSATION INSURANCE.

### 1.9.1 Definitions:

1.9.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.9.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.9.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.

- 1.9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 1.9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 1.9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 1.9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 1.9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 1.9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 1.9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 1.9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 1.9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 1.9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 1.9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

- 1.9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

#### **1.10 TERMS AND CONDITIONS.**

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Jail Assessment Firm/Team shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Jail Assessment Firm/Team under contract shall be made available to any individual or organization by the Jail Assessment Firm/Team without the prior written approval of the County.

**RESPONDENT: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.**

Note: For RFQ response submission purposes, a general COI will suffice. However, a COI that includes the notation that “Jefferson County as an additional insured” will be required from Awarded Respondent(s) prior to the issuance of a Purchase Order.

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**  
**MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY**  
**2 C.F.R. §200.327 APPENDIX II TO 2 CFR §200**

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. **\*Language as of January 3, 2025.**

| THRESHOLD                                        | PROVISION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | CITATION                                        |
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| >\$250,000<br>(Simplified Acquisition Threshold) | Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2 CFR 200 APPENDIX II (A)                       |
| >\$10,000                                        | All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2 CFR 200 APPENDIX II (B)                       |
| None                                             | <p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</a>), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> | 2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b) |

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of

investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through

(8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering

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|                                       | agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                              |
| >\$2,000                              | <p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p><b>FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.</b></p> <p>When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.</p> <p>If applicable per the standard described above, the NFE must include the provisions at <a href="#">29 C.F.R. § 5.5(a)(1)-(10)</a> in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.</p> <p>In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the <a href="#">FEMA Contract Provisions Guide</a>.</p> | <p>2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3</p> |
| > \$100,000+<br>Mechanics or Laborers | Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5</p>                                                                   |

of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Applicability**

**This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

**Required Language**

Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of

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|            | <p>this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.</p> <p><b>For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below.</b></p> <p><u>Suggested Language</u><br/>Further Compliance with the Contract Work Hours and Safety Standards Act.</p> <p>1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.</p> <p>Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.</p> |                                                                                                   |
| None       | <p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a>, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p> <p><b>This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).</p> |
| >\$150,000 | <p>Clean Air Act (<a href="#">42 U.S.C. 7401-7671q</a>) and the Federal Water Pollution Control Act (<a href="#">33 U.S.C. 1251-1387</a>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<a href="#">42 U.S.C. 7401-7671q</a>) and the Federal Water Pollution Control Act as amended (<a href="#">33 U.S.C. 1251-1387</a>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p><u>Suggested Language:</u><br/>Clean Air Act</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387</p>                 |

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|           | <p>The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 <i>et seq.</i></p> <p>The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.</p> <p>The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.</p> <p>Federal Water Pollution Control Act<br/>The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 <i>et seq.</i></p> <p>The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.</p> <p>The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                      |
| >\$25,000 | <p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.</p> <p><u>Suggested Language:</u><br/>Suspension and Debarment<br/>This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).</p> <p>The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.</p> <p>This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the</p>                     | <p>2 CFR 200<br/>APPENDIX II (H); 2<br/>C.F.R. Part 180<br/>(implementing<br/>Executive Order<br/>12549, Debarment<br/>and Suspension<br/>(1986) and<br/>Executive Order<br/>12689, Debarment<br/>and Suspension<br/>(1989)); 2 C.F.R.<br/>Part 3000<br/>(Department of<br/>Homeland Security<br/>regulations for<br/>Non-procurement<br/>Debarment and<br/>Suspension,<br/>implementing 2<br/>C.F.R. Part 180).</p> |

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|                                                                                                            | <p>contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.</p> <p>The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                     |
| <p>&gt; \$100,000;<br/>and Certification<br/>required for all contracts<br/>greater than<br/>\$100,000</p> | <p>Byrd Anti-Lobbying Amendment (<a href="#">31 U.S.C. 1352</a>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <a href="#">31 U.S.C. 1352</a>. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p><b>If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000.</b></p> <p><u>Required Certification:</u><br/>CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)</p>                                                                                                                                                                                                                                                                          | <p>2 CFR 200<br/>APPENDIX II (I)<br/>and<br/>24 CFR §570.303;<br/>(citing 31 U.S.C. §<br/>1352); 44 C.F.R. §<br/>18.110</p>                                         |
|                                                                                                            | See 2 CFR §200.323.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2 CFR 200<br>APPENDIX II (J)                                                                                                                                        |
|                                                                                                            | See 2 CFR §200.216.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2 CFR 200<br>APPENDIX II (K)                                                                                                                                        |
|                                                                                                            | See 2 CFR §200.322.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2 CFR 200<br>APPENDIX II (L)                                                                                                                                        |
| <p>Work involves the use of<br/>materials, and the<br/>contract is for more than<br/>\$10,000</p>          | <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <a href="#">40 CFR part 247</a> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p><u>Suggested Language:</u><br/>In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—</p> <p>Competitively within a timeframe providing for compliance with the contract performance schedule;</p> <p>Meeting contract performance requirements; or</p> <p>At a reasonable price.</p> | <p>2 CFR 200.323;<br/>Pub. L. No. 89-272<br/>(1965) (codified as<br/>amended by the<br/>Resource<br/>Conservation and<br/>Recovery Act at 42<br/>U.S.C. § 6962)</p> |

|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
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|            | <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</p> <p>The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| >\$100,000 | <p><i>§135.38 Section 3 clause</i><br/> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or</p> |  |

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|                                                                                     | <p>suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                      |
| <p>None; All FEMA declarations and awards issued on or after November 12, 2020.</p> | <p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</li> </ol> <ol style="list-style-type: none"> <li>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</li> <li>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</li> <li>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</li> </ol> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is</p> | <p>2 CFR 200.216</p> |

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|                                                                              | <p>reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                              |
| None                                                                         | The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2 CFR 200.112                |
| None                                                                         | The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.                                                                                                                                                                                                                                                                                                                                                | 2 CFR 200.336                |
| None; All FEMA declarations and awards issued on or after November 12, 2020. | <p><u>Suggested Language:</u></p> <p>If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.</p> <p>(b) Such consideration means:</p> <p>(1) These business types are included on solicitation lists;</p> <p>(2) These business types are solicited whenever they are deemed eligible as potential sources;</p> <p>(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;</p> <p>(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;</p> <p>(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring a contractor under a Federal award to apply this section to subcontracts.</p> | 2 C.F.R. § 200.321(b)(1)-(5) |
| None                                                                         | Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2 CFR 200.334; and 200.337   |

expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Suggested Language for All Procurements:

- a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as

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|                                                                              | <p>reasonably needed.</p> <p>c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.</p> <p>d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.</p>                                   |                                                                               |
| None                                                                         | <p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code.</p>                                                                                                                        | <p>United States Code<br/>19 U.S.C.<br/>2511</p>                              |
| >\$100,000                                                                   | <p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and will not boycott Israel during the term of the contract.</p> | <p>(Adhere to your<br/>State's Local<br/>Government Code)</p>                 |
| Option Contract<br>Language for contracts<br>awarded prior to Grant<br>Award | <p>The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Optional</p>                                                               |
|                                                                              | <p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p> <p><u>Suggested Language:</u></p> <p>The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).</p>                                                                                                         | <p>42 U.S.C. 6201</p>                                                         |
|                                                                              | <p>The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.</p>                                                                                                                                                                                                                                                                                                        | <p>Section 504 of the<br/>Rehabilitation Act<br/>of 1973, as<br/>amended.</p> |
|                                                                              | <p>Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i>, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.</p>                         | <p>Pub. L. 117-103,<br/>136 Stat. 49</p>                                      |

## BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

### REQUIRED FORM

#### Respondent:

**Please complete this form and include with RFQ response submission.**

## DEBARMENT/SUSPENSION CERTIFICATION

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Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor \_\_\_\_\_ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

### REQUIRED FORM

#### Respondent:

**Please complete this form and include with RFQ response submission.**

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

## CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

### REQUIRED FORM

#### Respondent:

**Please complete this form and include with RFQ response submission.**

## SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

### 3.1 SUBMISSION OF QUALIFICATIONS.

Each Respondent shall ensure that required parts of the RFQ response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Responses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFQ RESPONSE." The outside of the envelope or box shall also include the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

The County requests that response submissions NOT be bound by staples or glued spines.

**Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://jeffersoncountytexas.gov/Purchasing/>

**Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.**

### 3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

**All submissions must be received by 11:00 am CT, Wednesday, November 5, 2025**

RFQ responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Late responses will not be accepted and will be returned unopened to the Respondent.

Jefferson County will not accept any responsibility for responses being delivered by third party carriers.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFQ.

All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: [mistey.reeves@jeffersoncountytexas.gov](mailto:mistey.reeves@jeffersoncountytexas.gov). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 409-835-8593 or e-mail at: [deb.clark@jeffersoncountytexas.gov](mailto:deb.clark@jeffersoncountytexas.gov).

### 3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

### 3.4 COUNTY HOLIDAYS (2025):

|                  |                     |                             |
|------------------|---------------------|-----------------------------|
| January 20       | (Monday)            | Martin Luther King, Jr. Day |
| April 18         | (Friday)            | Good Friday                 |
| May 26           | (Monday)            | Memorial Day                |
| June 20          | (Friday)            | Juneteenth                  |
| July 4           | (Friday)            | Independence Day            |
| September 1      | (Monday)            | Labor Day                   |
| November 11      | (Tuesday)           | Veteran's Day               |
| November 27 & 28 | (Thursday & Friday) | Thanksgiving                |
| December 25 & 26 | (Thursday & Friday) | Christmas                   |
| January 1, 2026  | (Thursday)          | New Year's                  |

### 3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFQ and urgent County requirements preclude amendment to the RFQ, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

**PROPOSALS WILL BE OPENED PUBLICLY IN A MANNER TO AVOID PUBLIC DISCLOSURE OF CONTENTS; HOWEVER, ONLY NAMES OF PROPOSERS WILL BE READ ALOUD.**

### 3.6 PRE-PROPOSAL CONFERENCE.

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

### 3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffersoncountytexas.gov](mailto:mistey.reeves@jeffersoncountytexas.gov) or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffersoncountytexas.gov](mailto:deb.clark@jeffersoncountytexas.gov).

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, October 24, 2025.

### 3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFQ submission to be considered as "responsive" to the specifications for the project.

**However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.**

**PROPOSER: SAM.GOV REGISTRATION BEHIND THIS PAGE.**

### 3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

**ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.**

#### **INSTRUCTIONS:**

**(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.**

*Vendors must enter the required information on Form 1295, and print a copy of the completed form.*

*The form will include a certification of filing that will contain a unique certification number.*

**2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFQ SUBMISSION.**

**FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**SAMPLE: A sample of a completed FORM 1295 is included on PAGE 29.**

#### **FORM 1295 Implementation Background:**

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

#### **FORM 1295 EXEMPTIONS:**

**What type of contracts are exempt from the Form 1295 filing requirement under the amended law?**

**The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.**

**A completed Form 1295 is not required for:**

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

## SAMPLE FORM 1295

**VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.**

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------|--------------|
| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.                                                                                                                                                                                                                                                                                                                                                                              |  | <b>OFFICE USE ONLY</b><br><br>           |              |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business.<br><br><b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>                                                                                                                                                                                                                                                                                                               |  |                                          |              |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.<br><br><b>JEFFERSON COUNTY, TEXAS</b>                                                                                                                                                                                                                                                                                                                                                         |  |                                          |              |
| 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.<br><br><b>VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE</b>                                                                                                                                                                                                  |  |                                          |              |
| 4 Name of Interested Party                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | City, State, Country (place of business) |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | Nature of Interest (check applicable)    |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | Controlling                              | Intermediary |
| <b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>                                                                                                                                                                                                                                                                                                                                                                                                                          |  | X                                        |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |              |
| <b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                          | X            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                          |              |
| 5 Check only if there is NO Interested Party. <input type="checkbox"/> <b>CHECK BELOW IF APPLICABLE</b>                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                          |              |
| 6 UNSWORN DECLARATION <b>VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b><br>My name is _____, and my date of birth is _____.<br>My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).<br>I declare under penalty of perjury that the foregoing is true and correct.<br>Executed in _____ County, State of _____, on the _____ day of _____, 20_____.<br>(month) (year)<br>_____<br>Signature of authorized agent of contracting business entity (Declarant) |  |                                          |              |
| <b>ADD ADDITIONAL PAGES AS NECESSARY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                          |              |

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

**NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.**

**RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

### SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/RFQ SUBMISSION INSTRUCTIONS

#### 3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Jail Assessment Firm/Team for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide Jail Assessment services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 33 of this package.

#### 3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

#### 3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the Statement of Qualifications is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent), Respondent **must** clearly mark the applicable pages of Respondent's Statement of Qualifications to indicate each claim of confidentiality. Additionally, Respondent must include a statement on company letterhead identifying all Statement of Qualifications section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a Statement of Qualifications, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire Statement of Qualifications submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Statement of Qualifications subject to release under the Texas Public Information Act.

By submitting a Statement of Qualifications, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent's Statement of Qualifications submission or other information submitted by Respondent.

#### 3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses:

|                                                 |      |
|-------------------------------------------------|------|
| Qualification of Firm.....                      | 25 % |
| Qualifications of Project Team (Key Staff)..... | 35 % |
| Past Experience on Similar Projects.....        | 30 % |
| Project Understanding.....                      | 10 % |

## RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.  
PLEASE PRINT.

**RFQ Number & Name:** (RFQ 25-052/MR) Jefferson County Correctional Facility Professional Needs Assessment

**Respondent's Company/Business Name:** \_\_\_\_\_

**Respondent's TAX ID Number:** \_\_\_\_\_

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Mailing Address (Please provide a physical address for bid bond return, if applicable):**

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip Code

### REQUIRED FORM

#### Respondent:

**Please complete this form and include  
with RFQ response submission.**

## VENDOR REFERENCES FORM

Respondent: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

### REQUIRED FORM

**Respondent: Please complete this form and include with RFQ submission.**

#### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

#### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

#### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

## SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... Yes ☐ No ☐

This Statement of Qualifications/RFQ Response shall remain in effect for ninety (90) days from RFQ opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFQ response is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFQ Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFQ response in collusion with any other Respondent, and that the contents of this RFQ response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFQ Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFQ. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFQ Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

**REQUIRED FORM**
**Respondent:**

**Please complete this form and include with RFQ response submission.**

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official** *(Please Print)*

\_\_\_\_\_  
**Date**

#### **REQUIRED FORM**

##### **Respondent:**

**Please complete this form and include with RFQ response submission.**

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

---

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB  
0348-0046

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                       |                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <b>Type of Federal Action:</b><br>_____ a. contract<br>_____ b. grant<br>_____ c. cooperative agreement<br>_____ d. loan<br>_____ e. loan guarantee<br>_____ f. loan insurance                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Status of Federal Action:</b><br>_____ a. bid/offer/application<br>_____ b. initial award<br>_____ c. post-award                   | <b>Report Type:</b><br>_____ a. initial filing<br>_____ b. material change                                                           |
| <b>Name and Address of Reporting Entity:</b><br>_____ Prime _____ Sub-awardee<br>_____ Tier _____, if Known:<br><br><b>Congressional District, if known:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                       | <b>If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b><br><br><b>Congressional District, if known:</b> |
| <b>Federal Department/Agency:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable: _____                                                  |                                                                                                                                      |
| <b>Federal Action Number, if known:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>9. Award Amount, if known:</b><br>\$ _____                                                                                         |                                                                                                                                      |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(if individual, last name, first name, MI):</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i> |                                                                                                                                      |
| <b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b> | <b>Signature:</b> _____<br><b>Print Name:</b> _____<br><b>Title:</b> _____<br><b>Telephone No.:</b> _____ <b>Date:</b> _____          |                                                                                                                                      |
| <b>Federal Use Only</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Authorized for Local Reproduction</b><br><b>Standard Form - LLL (Rev. 7-97)</b>                                                    |                                                                                                                                      |

#### REQUIRED FORM

##### Respondent:

Please complete this form and include with RFQ response submission.

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# CONFLICT OF INTEREST QUESTIONNAIRE

| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b><br><b>For vendor doing business with local governmental entity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                          | <b>FORM CIQ</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div> |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>1</b>    <b>Name of vendor who has a business relationship with local governmental entity.</b> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                          |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>2</b>    <input type="checkbox"/>    <b>Check this box if you are filing an update to a previously filed questionnaire.</b><br/> <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                          |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>3</b>    <b>Name of local government officer about whom the information in this section is being disclosed.</b><br/> <div style="text-align: center; margin-top: 10px;"> <hr style="width: 200px; border: 0.5px solid black;"/> Name of Officer </div> <p style="margin-top: 10px;">This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> </div> |                                                                                                                                                                                          |                 |
| <div style="border: 1px solid black; padding: 2px;"> <b>4</b> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <hr style="width: 100%; border: 0.5px solid black;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 45%;"> <hr style="width: 100%; border: 0.5px solid black;"/> Date </div> </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                          |                 |

Adopted 8/7/2015

## REQUIRED FORM

### Respondent:

**Please complete this form and include with RFQ response submission.**

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

| <b>LOCAL GOVERNMENT OFFICER<br/>CONFLICTS DISCLOSURE STATEMENT</b>                                                                                                                                                                                                                                                                                                                |                     | <b>FORM CIS</b>        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>                            |                     | <b>OFFICE USE ONLY</b> |
| <b>1</b> Name of Local Government Officer                                                                                                                                                                                                                                                                                                                                         | Date Received _____ |                        |
| <b>2</b> Office Held                                                                                                                                                                                                                                                                                                                                                              |                     |                        |
| <b>3</b> Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code                                                                                                                                                                                                                                                                                    |                     |                        |
| <b>4</b> Description of the nature and extent of employment or other business relationship with vendor named in item 3                                                                                                                                                                                                                                                            |                     |                        |
| <b>5</b> List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).                                                                                                                                          |                     |                        |
| Date Gift Accepted _____ Description of Gift _____                                                                                                                                                                                                                                                                                                                                |                     |                        |
| Date Gift Accepted _____ Description of Gift _____                                                                                                                                                                                                                                                                                                                                |                     |                        |
| Date Gift Accepted _____ Description of Gift _____                                                                                                                                                                                                                                                                                                                                |                     |                        |
| (attach additional forms as necessary)                                                                                                                                                                                                                                                                                                                                            |                     |                        |
| <b>6</b> <b>AFFIDAVIT</b>                                                                                                                                                                                                                                                                                                                                                         |                     |                        |
| <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> |                     |                        |
| _____<br>Signature of Local Government Officer                                                                                                                                                                                                                                                                                                                                    |                     |                        |
| AFFIX NOTARY STAMP / SEAL ABOVE                                                                                                                                                                                                                                                                                                                                                   |                     |                        |
| Sworn to and subscribed before me, by the said _____, this the _____ day                                                                                                                                                                                                                                                                                                          |                     |                        |
| of _____, 20 _____, to certify which, witness my hand and seal of office.                                                                                                                                                                                                                                                                                                         |                     |                        |
| _____<br>Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath                                                                                                                                                                                                                                         |                     |                        |

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

## RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) “Non-resident RFQ Respondent” refers to a person who is not a resident.
- (4) “Resident RFQ Respondent” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- ☐ I certify that \_\_\_\_\_ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.
- ☐ I certify that \_\_\_\_\_ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

|                                                                                                               |  |
|---------------------------------------------------------------------------------------------------------------|--|
| Taxpayer Identification Number (T.I.N.):                                                                      |  |
| Company Name submitting bid/proposal/response:                                                                |  |
| Mailing address:                                                                                              |  |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: |  |
|                                                                                                               |  |

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

| Jefferson County Tax Acct. No.* | Property address or location** |
|---------------------------------|--------------------------------|
|                                 |                                |
|                                 |                                |
|                                 |                                |

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.

\*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

### REQUIRED FORM

#### Respondent:

**Please complete this form and include with RFQ response submission.**

## HOUSE BILL 89 VERIFICATION

I, \_\_\_\_\_, the undersigned representative of (company or business name) \_\_\_\_\_ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

**Pursuant to Section 2270.002, Texas Government Code:**

1. **“Boycott Israel”** means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. **“Company”** means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

\_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

\_\_\_\_\_  
**Notary Signature**

\_\_\_\_\_  
**Date**

**REQUIRED FORM**

**Respondent:**

**Please complete this form and include with RFQ response submission.**

**SENATE BILL 252 CERTIFICATION**

---

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

---

**Company Name**

---

**IFB/RFP/RFQ number****Certification check performed by:**

---

**Purchasing Representative**

---

**Date**

## NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFQ and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFQ, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Non-Disclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Non-Disclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of \$1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

### REQUIRED FORM

#### **Respondent:**

**Please complete this form and include with RFQ response submission.**

**RESPONDENT: INSERT ALL ADDENDA BEHIND THIS PAGE.  
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.**

## RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

BY:

\_\_\_\_\_  
SIGNATURE

Sworn to and subscribed before me  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

( ) \_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

### REQUIRED FORM

#### Respondent:

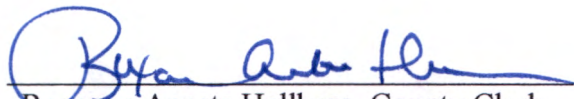
**Please complete this form and include  
with RFQ response submission.**

# CONTRACT RENEWAL FOR (IFB 23-054/MR) TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

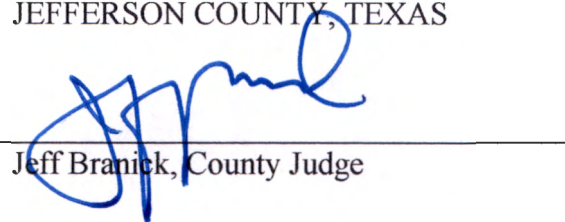
The County entered into a contract with Ferguson Enterprises for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from October 8, 2025 to October 7, 2026.

ATTEST:

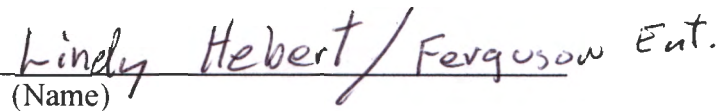
  
Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Ferguson Enterprises

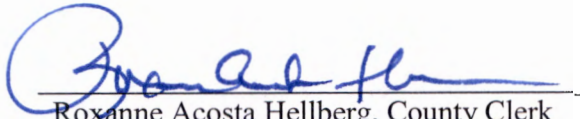
  
(Name) Linda Hebert / Ferguson Ent.

**CONTRACT RENEWAL FOR (IFB 23-054/MR)  
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL  
SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Global Equipment Company for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from October 8, 2025 to October 7, 2026.

ATTEST:

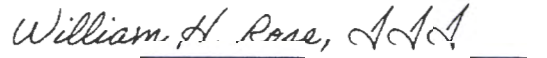
  
Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
Global Equipment Company

  
(Name)

William H. Rose, III · Bid Specialist  
(414) 302-7559

wrose@globalindustrial.com

**CONTRACT RENEWAL FOR (IFB 23-054/MR)**  
**TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL**  
**SUPPLIES FOR JEFFERSON COUNTY**

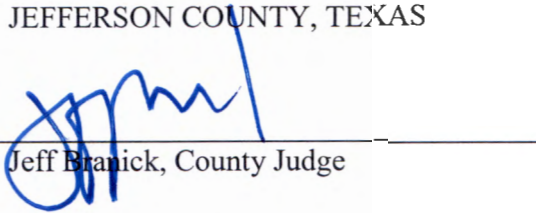
The County entered into a contract with HD Supply Facilities Maintenance, Ltd. for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from October 8, 2025 to October 7, 2026.

ATTEST:

  
Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

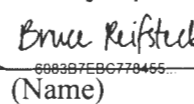
  
Jeff Branick, County Judge



CONTRACTOR:

HD Supply Facilities Maintenance, Ltd.

DocuSigned by:

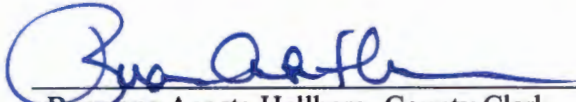
 Bruce Reifsteck  
600387E8C778465... Vice President, Public Sector  
(Name)

**CONTRACT RENEWAL FOR (IFB 23-054/MR)  
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL  
SUPPLIES FOR JEFFERSON COUNTY**

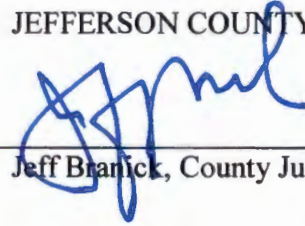
The County entered into a contract with ICS Jail Supply for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from October 8, 2025 to October 7, 2026.

ATTEST:

  
Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



CONTRACTOR:  
ICS Jail Supply

  
(Name)

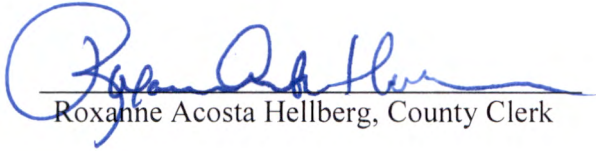
**ICS JAIL SUPPLIES, INC.**  
P.O. Box 21056  
Waco, TX 76702-1056  
Phone: 800-524-5427 Fax: 254-751-0299  
www.icswaco.com  
bids@icswaco.com  
FEID # 27-1494351  
GSA Contract # GS 07F-0552U  
BuyBoard Contract Holder

**CONTRACT RENEWAL FOR (IFB 23-054/MR)**  
**TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL**  
**SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Interboro Packaging for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from October 8, 2025 to October 7, 2026.

ATTEST:

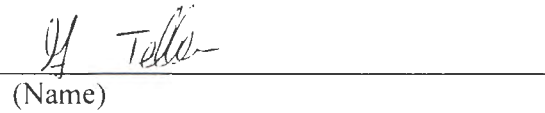
  
 Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

  
 Jeff Branick, County Judge



CONTRACTOR:  
 Interboro Packaging

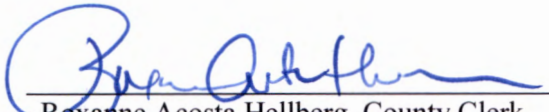
  
 (Name)

**CONTRACT RENEWAL FOR (IFB 23-054/MR)**  
**TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL**  
**SUPPLIES FOR JEFFERSON COUNTY**

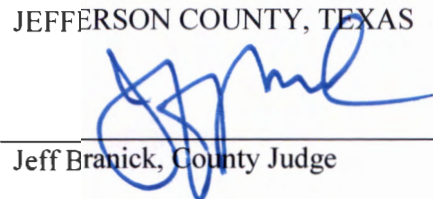
The County entered into a contract with Sanitary Supply Co. for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from October 8, 2025 to October 7, 2026.

ATTEST:

  
 Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

  
 Jeff Branick, County Judge



CONTRACTOR:  
 Sanitary Supply Co.

  
 (Name)

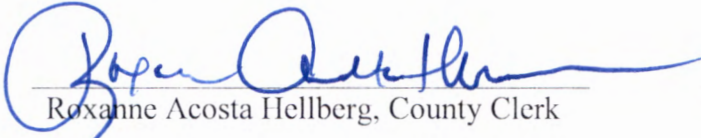
**CONTRACT RENEWAL FOR (IFB 23-054/MR)**  
**TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL**  
**SUPPLIES FOR JEFFERSON COUNTY**

The County entered into a contract with Unipak Corp for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from October 8, 2025 to October 7, 2026.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
Roxanne Acosta Hellberg, County Clerk

  
Jeff Branick, County Judge



CONTRACTOR:

Unipak Corp

  
(Name)



20250922-3851

**AT&T**

PCS ID: 20250922-101

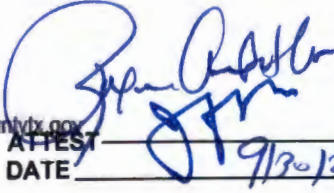
**Agreement 25-050/DC**

201505195174UA

AT&amp;T MA Reference No. 201505195174UA

AT&amp;T Contract ID No. SDNT0N3XS

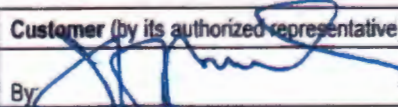
**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (with NETWORK ON DEMAND)  
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Customer</b>                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>AT&amp;T</b>                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| County of Jefferson<br>Street Address: 1149 Pearl Street 6 <sup>th</sup> Floor<br>City: Beaumont State/Province: TX<br>Zip Code: 77701 Country: USA                                                                                                                                                                                                                                                                                                   | The applicable AT&T Participating Carriers                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Customer Contact (for Notices)</b>                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>AT&amp;T Contact (for Notices)</b>                                                                                                                                                                                                                                                                                                                                                                                                              |
| Name: John Ferrera<br>Title: Systems Administrator<br>Street Address: 1149 Pearl Street 6 <sup>th</sup> Floor<br>City: Beaumont<br>State/Province: TX<br>Zip Code: 77701<br>Country: USA<br>Telephone: 4098358447<br>Email: john.ferrera@jeffersoncountytx.gov<br><br><div style="text-align: center;"> <br/> <b>ATTEST</b><br/> <b>DATE</b> 9/30/25         </div> | Name: Natasha Pratt<br>Street Address: 6500 West Loop South<br>City: Bellaire State/Province: TX<br>Zip Code: 77401 Country: USA<br>Telephone: 713-444-3877 Email: n5132@att.com<br>Sales/Branch Manager: Michelle Fowler SCVP Name: Erik Lindborg<br>Sales Strata: SLED Sales Region: SW<br><b>With a copy (for Notices) to:</b><br>AT&T<br>208 S. Akard Street<br>Dallas, TX 75202<br>ATTN: Master Agreement Support Team<br>Email: mast@att.com |
| <b>AT&amp;T Solution Provider or Representative Information (if applicable) <input checked="" type="checkbox"/></b>                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Name: Charles Barker Company Name: NetSpark IP & Telecom Inc. (RO)<br>Agent Street Address: 3129 College St Suite 300 City: Beaumont State: TX Zip Code: 77701 Country: USA<br>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.

|                                                                                         |                                                    |
|-----------------------------------------------------------------------------------------|----------------------------------------------------|
| <b>Customer (by its authorized representative)</b>                                      | <b>AT&amp;T (by its authorized representative)</b> |
| By:  | By: <b>Laura Williams</b>                          |
| Printed or Typed Name: Jeff Branick                                                     | Printed or Typed Name: Laura Williams              |
| Title: County Judge                                                                     | Title: Contractor CS, as signer for AT&T           |
| Date: 09/16/2025                                                                        | Date: 22 Sep 2025                                  |

rr8779

|                                        |                                                     |
|----------------------------------------|-----------------------------------------------------|
| <b>For AT&amp;T internal use only:</b> | <b>Contract Ordering and Billing Number (CNUM):</b> |
|----------------------------------------|-----------------------------------------------------|

|                                                                  |                                                                       |                                                                              |
|------------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------------------------------------|
| UA Required<br>OPPTY: 1-T0N3XS SR: 1-T6U7HSR<br>RLR: 1792065v1.2 | <b>AT&amp;T and Customer Confidential Information</b><br>Page 1 of 12 | [ASE_NoD_custom] PS 101824<br>AT&T Solution No. 4169349<br>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 Service<sup>SM</sup> (with Network On Demand)**  
**Pricing Schedule Provided Pursuant to Custom Terms**

# 1. SERVICES

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

# 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<br>OPPTY: 1-T0NQ3XS SR: 1-T6U7HSR<br>RLR: 1792065v1.2 | AT&T and Customer Confidential Information<br>Page 2 of 12 | [ASE_NoD_custom] PS 101824<br>AT&T Solution No. 4169349<br>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 Service<sup>SM</sup> (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<br>OPPTY: 1-T0NQ3XS SR: 1-T6U7HSR<br>RLR: 1792065v1.2 | AT&T and Customer Confidential Information<br>Page 3 of 12 | [ASE_NoD_custom] PS 101824<br>AT&T Solution No. 4169349<br>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 Service<sup>SM</sup> (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.

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

**AT&T Switched Ethernet Service<sup>SM</sup> (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        |

|                                                  |                                                                                                  |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------|
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|--------------------------------------------------|--------------------------------------------------------------------------------------------------|

**AT&T Switched Ethernet Service<sup>SM</sup> (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

Please sign by January 7, 2026.

For AT&amp;T Administrative Use Only

Pricing Schedule No. \_\_\_\_\_

Original Effective Date: \_\_\_\_\_

**AT&T Switched Ethernet Service<sup>SM</sup> (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        |

|                                 |                                  |
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|                                 | Original Effective Date: _____   |

**AT&T Switched Ethernet Service<sup>SM</sup> (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 Connection 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      |

|                                 |                                  |
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**AT&T Switched Ethernet Service<sup>SM</sup> (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.

|                                                  |                                                                                                  |
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|--------------------------------------------------|--------------------------------------------------------------------------------------------------|

**AT&T Switched Ethernet Service<sup>SM</sup> (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**

| <b>AT&amp;T Managed Switched Ethernet on Demand- PLUS MRC – 60-Month Term</b> |                                         |            |
|-------------------------------------------------------------------------------|-----------------------------------------|------------|
| <b>Managed Router*</b>                                                        | <b>Committed Information Rate (CIR)</b> | <b>MRC</b> |
| 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.

|                                                  |                                                                                                  |
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**AT&T Switched Ethernet Service<sup>SM</sup> (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 |

|                                 |                                  |
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**AT&T Switched Ethernet Service<sup>SM</sup> (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 |
|-----------|-------------|--------------------------------|--------------------|----------------------|----------------|-----------|------------------|
|           |             |                                |                    |                      |                |           |                  |

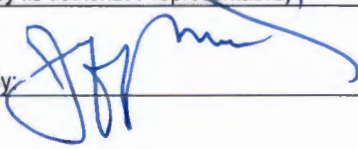
End of Document



## MASTER AGREEMENT

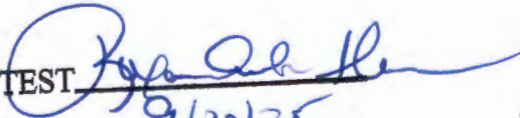
|                                                                                                                                                                                                                                                                                                           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

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.

|                                                                                         |                                                       |
|-----------------------------------------------------------------------------------------|-------------------------------------------------------|
| <b>Customer</b><br>(by its authorized representative)                                   | <b>AT&amp;T</b><br>(by its authorized representative) |
| By:  | By:                                                   |
| Name: Jeff Branick                                                                      | Name:                                                 |
| Title: County Judge                                                                     | Title:                                                |
| Date: 09/16/2025                                                                        | Date:                                                 |

ATTEST

DATE

  
9/30/25





## Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and TX Jefferson County (the "Client") as of the last date written below (the "Effective Date").

## Background

**WHEREAS**, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

**WHEREAS**, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

- A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.
- B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

## Schedule 1

| DESCRIPTION OF SERVICES                                                                                                                | FIXED AMOUNT                                      |
|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| SaaS -<br>Set up file share, monitoring, deploy and publish Texas OCA Court<br>Reminder ECR report<br><br>Tyler Sourcewell: 060624-TT1 | \$1,500.00                                        |
|                                                                                                                                        | <b>Total Contract Amount</b><br><b>\$1,500.00</b> |

**IN WITNESS WHEREOF**, this Agreement has been executed by a duly authorized officer of each Party hereto.

## TYLER TECHNOLOGIES, INC.

By: Rachel Mehlsak  
 Name: Rachel Mehlsak  
 Title: Senior Corporate Attorney  
 Date: September 18, 2025

## CLIENT

By: [Signature]  
 Name: Jeff Branick  
 Title: County Judge  
 Billing Address: 1149 Pearl St. 7th Floor, Bmt, Tx 77701  
 Date: \_\_\_\_\_



ATTEST  
DATE

[Signature]  
9/18/25

## Professional Services Agreement Terms and Conditions

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder for the fixed fee specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies Inc.-- Operating

3. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue until terminated or all work is complete (the "Term"). The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

### 6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;
- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

### 9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

# Services Agreement

Final Audit Report

2025-09-18

|                 |                                               |
|-----------------|-----------------------------------------------|
| Created:        | 2025-09-18                                    |
| By:             | Shannon Hydu (shannon.hydu@tylertech.com)     |
| Status:         | Signed                                        |
| Transaction ID: | CBJCHBCAABAANKn9gWQNa6YItVDg1LdenOpX2_fZbHL8v |

## "Services Agreement" History

-  Document created by Shannon Hydu (shannon.hydu@tylertech.com)  
2025-09-18 - 3:37:45 PM GMT- IP address: 163.116.147.39
-  Document emailed to Rachel Mehlsak (rachel.mehlsak@tylertech.com) for signature  
2025-09-18 - 3:37:49 PM GMT
-  Email viewed by Rachel Mehlsak (rachel.mehlsak@tylertech.com)  
2025-09-18 - 3:47:55 PM GMT- IP address: 163.116.254.40
-  Document e-signed by Rachel Mehlsak (rachel.mehlsak@tylertech.com)  
Signature Date: 2025-09-18 - 3:52:19 PM GMT - Time Source: server- IP address: 163.116.254.40
-  Agreement completed.  
2025-09-18 - 3:52:19 PM GMT



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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** FRAN LEE  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** SEPTEMBER 23, 2025

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The following budget transfer for the JP Pct 1, Pl 1 is necessary for additional cost for travel.

|                   |          |     |     |
|-------------------|----------|-----|-----|
| 120-2041-412-5062 | Travel   | 229 |     |
| 120-2041-412-1098 | Overtime |     | 229 |

**JEFFERSON COUNTY SHERIFF'S OFFICE***Zena Stephens, Sheriff*

1001 Pearl Street  
Beaumont, TX 77701  
(409) 835-8411

Donta Miller  
Chief of Law Enforcement  
donta.miller@jeffersoncountytexas.gov

John Shauberger  
Chief of Corrections  
john.shauberger@jeffersoncountytexas.gov

TO: Fran Lee  
Jefferson County Auditing Department

FROM: Chief John Shauberger  
Jefferson County Sheriff's Office

RE: Budget Amendment FY 2024-2025

DATE: September 22, 2025

Please consider and approve budget amendment transferring \$209,475.90 from 120-3062-423-60-14 Buildings and Structures FY 24-25 to 120-0000-491.80-06 Transfer Out / Capital Projects FND #311 FY 25-26 due to weather delays for the installation of the roof for the Correctional Facility.

  
Chief John Shauberger

**2026 Jefferson County Resolution  
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

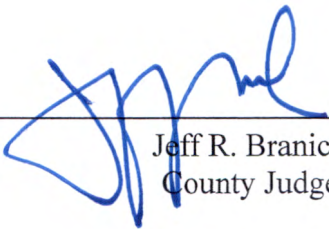
WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

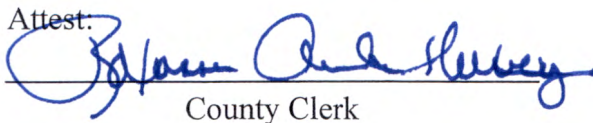
WHEREAS, Jefferson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Jefferson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 30 day of September, 2025.

  
\_\_\_\_\_  
Jeff R. Branick  
County Judge

Attest:   
\_\_\_\_\_  
County Clerk



**CHRISTOPHER L. BATES**  
CONSTABLE PCT. 2  
JEFFERSON COUNTY



525 LAKESHORE DRIVE  
SUB- COURTHOUSE  
PORT ARTHUR, TEXAS 77640  
PHONE: 409-983-8335  
FAX: 409-983-8320

September 24, 2025

Rebekah Patin  
Jefferson County auditing Dept.

Re: Transfer of Funds

Please transfer \$250.00 from account #120-3066-425.30-10 (Books-Printed) to account #120-3066-425.50-62 (Travel). This was for three Texas Justice Court Training Center Legislative update seminar on August 28, 2025. We just received the invoices.

Thank you!

A handwritten signature in cursive script that reads "Craig Turner".

Craig Turner  
Chief Deputy

| PGM: GMCOMMV2                       | DATE<br>09-30-2025 | PAGE: 1            |
|-------------------------------------|--------------------|--------------------|
| NAME                                | AMOUNT             | CHECK NO. 85 TOTAL |
| JURY FUND                           |                    |                    |
| DAWN DONUTS                         | 87.00              | 532673             |
| ROAD & BRIDGE PCT.#1                |                    | 87.00**            |
| SPIDLE & SPIDLE                     | 2,353.88           | 532557             |
| M&D SUPPLY                          | 1,565.44           | 532588             |
| SANITARY SUPPLY, INC.               | 20.52              | 532596             |
| ACE IMAGEWEAR                       | 43.09              | 532599             |
| AT&T                                | 47.66              | 532601             |
| SOUTHERN TIRE MART, LLC             | 185.22             | 532608             |
| VERIZON WIRELESS                    | 75.98              | 532619             |
| ON TIME TIRE                        | 150.00             | 532656             |
| ADVANCE AUTO PARTS                  | 337.42             | 532662             |
| ASCO                                | 57,225.30          | 532664             |
| PETROLEUM MATERIALS LLC             | 1,577.37           | 532670             |
| WALLER COUNTY ASPHALT               | 7,427.59           | 532674             |
| ODP BUSINESS SOLUTIONS, LLC         | 925.34             | 532717             |
| AMAZON CAPITAL SERVICES             | 781.86             | 532722             |
| TRIANGLE EQUIPMENT II LLC           | 258.90             | 532734             |
| ROAD & BRIDGE PCT.#2                |                    | 72,975.57**        |
| ACE IMAGEWEAR                       | 19.92              | 532599             |
| BUMPER TO BUMPER                    | 2,189.58           | 532637             |
| NEW WAVE WELDING TECHNOLOGY         | 27.90              | 532648             |
| GULF COAST                          | 11,599.20          | 532688             |
| CHARTER COMMUNICATIONS              | 188.63             | 532712             |
| BIG TEX TRAILER WORLD INC           | 12,022.50          | 532736             |
| ROAD & BRIDGE PCT. # 3              |                    | 26,047.73**        |
| ENTERGY                             | 460.59             | 532581             |
| VERIZON WIRELESS                    | 37.99              | 532619             |
| CHARTER COMMUNICATIONS              | 173.84             | 532706             |
| ROAD & BRIDGE PCT.#4                |                    | 672.42**           |
| BELL FENCE MFG. CO.                 | 4,531.52           | 532561             |
| CINTAS, INC.                        | 138.02             | 532565             |
| BEAUMONT ENTERPRISE                 | 263.50             | 532573             |
| M&D SUPPLY                          | 347.77             | 532588             |
| SANITARY SUPPLY, INC.               | 258.38             | 532596             |
| 4IMPRINT, INC.                      | 563.89             | 532625             |
| NATALIE ROBERTS                     | 194.60             | 532647             |
| SAM'S CLUB DIRECT                   | 401.29             | 532659             |
| O'REILLY AUTO PARTS                 | 177.49             | 532681             |
| COTTON CARGO                        | 46.75              | 532686             |
| GULF COAST                          | 828.90             | 532688             |
| AMAZON CAPITAL SERVICES             | 29.98              | 532722             |
| MODERN CONCRETE & MATERIALS LLC     | 79.80              | 532728             |
| ENGINEERING FUND                    |                    | 7,861.89**         |
| ESRI - ENVIRONMENTAL SYSTEMS        | 600.00             | 532553             |
| ODP BUSINESS SOLUTIONS, LLC         | 485.97             | 532717             |
| PARKS & RECREATION                  |                    | 1,085.97**         |
| ENTERGY                             | 642.69             | 532581             |
| SETZER HARDWARE INC.                | 391.36             | 532598             |
| VERIZON WIRELESS                    | 37.99              | 532619             |
| GENERAL FUND                        |                    | 1,072.04**         |
| TAX OFFICE                          |                    |                    |
| COBURN SUPPLY COMPANY INC           | 665.31             | 532570             |
| W.W. GRAINGER, INC.                 | 393.28             | 532579             |
| TEXAS A&M AGRILIFE EXTENSION SERVIC | 405.00             | 532607             |
| UNITED STATES POSTAL SERVICE        | 682.58             | 532623             |
| LOWE'S HOME CENTERS, INC.           | 132.05             | 532626             |

| PGM: GMCOMMV2                     | DATE<br>09-30-2025 | PAGE: 2            |
|-----------------------------------|--------------------|--------------------|
| NAME                              | AMOUNT             | CHECK NO. 86 TOTAL |
| ODP BUSINESS SOLUTIONS, LLC       | 9,520.19           | 532717             |
| COUNTY HUMAN RESOURCES            |                    | 11,798.41*         |
| UNITED STATES POSTAL SERVICE      | .74                | 532623             |
| CITIBANK NA                       | 598.00             | 532723             |
| AUDITOR'S OFFICE                  |                    | 598.74*            |
| CDW COMPUTER CENTERS, INC.        | 328.04             | 532612             |
| UNITED STATES POSTAL SERVICE      | 10.83              | 532623             |
| ODP BUSINESS SOLUTIONS, LLC       | 205.39             | 532717             |
| CITIBANK NA                       | 77.88              | 532723             |
| COUNTY CLERK                      |                    | 622.14*            |
| CASH ADVANCE ACCOUNT              | 650.68             | 532586             |
| UNITED STATES POSTAL SERVICE      | 228.62             | 532623             |
| AMAZON CAPITAL SERVICES           | 266.97             | 532722             |
| COUNTY JUDGE                      |                    | 1,146.27*          |
| UNITED STATES POSTAL SERVICE      | 19.60              | 532623             |
| ROCKY LAUDERMILK                  | 2,700.00           | 532627             |
| DUNHAM HALLMARK PLLC              | 1,000.00           | 532652             |
| THE BRINKLEY LAW FIRM, PC         | 500.00             | 532701             |
| ODP BUSINESS SOLUTIONS, LLC       | 71.61              | 532717             |
| CITIBANK NA                       | 445.00             | 532723             |
| RISK MANAGEMENT                   |                    | 4,736.21*          |
| UNITED STATES POSTAL SERVICE      | 14.07              | 532623             |
| COUNTY TREASURER                  |                    | 14.07*             |
| UNITED STATES POSTAL SERVICE      | 233.27             | 532623             |
| ODP BUSINESS SOLUTIONS, LLC       | 3.14               | 532717             |
| CITIBANK NA                       | 77.88              | 532723             |
| PURCHASING DEPARTMENT             |                    | 314.29*            |
| UNITED STATES POSTAL SERVICE      | 1.90               | 532623             |
| GENERAL SERVICES                  |                    | 1.90*              |
| CHARTER COMMUNICATIONS            | 2,442.83           | 532704             |
| CHARTER COMMUNICATIONS            | 221.17             | 532707             |
| CHARTER COMMUNICATIONS            | 239.20             | 532708             |
| CHARTER COMMUNICATIONS            | 896.35             | 532714             |
| DATA PROCESSING                   |                    | 3,799.55*          |
| HAWKEYE INFORMATION SYSTEMS, INC. | 750.00             | 532554             |
| VERIZON WIRELESS                  | 175.98             | 532619             |
| ODP BUSINESS SOLUTIONS, LLC       | 76.12              | 532717             |
| CITIBANK NA                       | 19.99              | 532723             |
| VOTERS REGISTRATION DEPT          |                    | 1,022.09*          |
| UNITED STATES POSTAL SERVICE      | 3.70               | 532623             |
| ELECTIONS DEPARTMENT              |                    | 3.70*              |
| ELECTION SYSTEMS & SOFTWARE LLC   | 5,572.61           | 532614             |
| UNITED STATES POSTAL SERVICE      | 95.01              | 532623             |
| LOWE'S HOME CENTERS, INC.         | 85.46              | 532626             |
| CITIBANK NA                       | 1,309.42           | 532723             |
| DISTRICT ATTORNEY                 |                    | 7,062.50*          |
| GT DISTRIBUTORS, INC.             | 353.80             | 532578             |
| CASH ADVANCE ACCOUNT              | 126.00             | 532586             |
| UNITED STATES POSTAL SERVICE      | 111.08             | 532623             |

| PGM: GMCOMMV2                | DATE<br>09-30-2025 | PAGE: 3            |
|------------------------------|--------------------|--------------------|
| NAME                         | AMOUNT             | CHECK NO. 87 TOTAL |
| THOMSON REUTERS-WEST         | 4,876.24           | 532665             |
| ODP BUSINESS SOLUTIONS, LLC  | 252.12             | 532717             |
| STATE BAR OF TEXAS           | 595.00             | 532744             |
| DISTRICT CLERK               |                    | 6,314.24*          |
| KIRKSEY'S SPRINT PRINTING    | 37.50              | 532587             |
| UNITED STATES POSTAL SERVICE | 438.76             | 532623             |
| ODP BUSINESS SOLUTIONS, LLC  | 3,759.29           | 532717             |
| CRIMINAL DISTRICT COURT      |                    | 4,235.55*          |
| TODD W LEBLANC               | 800.00             | 532556             |
| EDWARD B. GRIPON, M.D., P.A. | 7,455.00           | 532580             |
| CASH ADVANCE ACCOUNT         | 1,242.22           | 532586             |
| RENE MULHOLLAND              | 1,485.00           | 532606             |
| UNITED STATES POSTAL SERVICE | 5.16               | 532623             |
| KIMBERLY R. BROUSSARD        | 3,630.00           | 532649             |
| UNITED STATES TREASURY       | 900.00             | 532731             |
| 60TH DISTRICT COURT          |                    | 15,517.38*         |
| CITIBANK NA                  | 170.00             | 532723             |
| 136TH DISTRICT COURT         |                    | 170.00*            |
| ALISA RAUMAKER, CSR          | 190.90             | 532559             |
| 252ND DISTRICT COURT         |                    | 190.90*            |
| TODD W LEBLANC               | 800.00             | 532556             |
| MIKE VAN ZANDT               | 9,295.00           | 532605             |
| UNITED STATES POSTAL SERVICE | 74.78              | 532623             |
| ADA V. CHRISTY, CSR          | 2,332.00           | 532629             |
| MATUSKA LAW FIRM             | 3,612.50           | 532668             |
| 279TH DISTRICT COURT         |                    | 16,114.28*         |
| UNITED STATES POSTAL SERVICE | 57.72              | 532623             |
| DONEANE E. BECKCOM           | 660.00             | 532624             |
| LANGSTON ADAMS               | 1,210.00           | 532628             |
| JOEL WEBB VAZQUEZ            | 440.00             | 532636             |
| KIMBERLY PHELAN, P.C.        | 1,100.00           | 532639             |
| TONYA CONNELL TOUPS          | 220.00             | 532645             |
| BRITTANIE HOLMES             | 1,210.00           | 532660             |
| EVA COLETTE SHELANDER        | 1,430.00           | 532741             |
| JUSTICE COURT-PCT 1 PL 1     |                    | 6,327.72*          |
| CASH ADVANCE ACCOUNT         | 620.28             | 532586             |
| UNITED STATES POSTAL SERVICE | 49.26              | 532623             |
| THOMSON REUTERS-WEST         | 137.38             | 532665             |
| JUSTICE COURT-PCT 1 PL 2     |                    | 806.92*            |
| UNITED STATES POSTAL SERVICE | 35.52              | 532623             |
| JUSTICE COURT-PCT 6          |                    | 35.52*             |
| UNITED STATES POSTAL SERVICE | 105.69             | 532623             |
| DIRECTV, LLC                 | 104.99             | 532702             |
| JUSTICE COURT-PCT 7          |                    | 210.68*            |
| KIRKSEY'S SPRINT PRINTING    | 24.95              | 532587             |
| AT&T                         | 48.22              | 532601             |
| JUSTICE OF PEACE PCT. 8      |                    | 73.17*             |
| AMAZON CAPITAL SERVICES      | 217.94             | 532722             |
| COUNTY COURT AT LAW NO.1     |                    | 217.94*            |

| PGM: GMCOMMV2                       | DATE<br>09-30-2025 | PAGE: 4            |
|-------------------------------------|--------------------|--------------------|
| NAME                                | AMOUNT             | CHECK NO. 88 TOTAL |
| UNITED STATES POSTAL SERVICE        | 8.14               | 532623             |
| TINA M GRANGER                      | 76.50              | 532745             |
| COUNTY COURT AT LAW NO. 2           |                    | 84.64*             |
| TODD W LEBLANC                      | 400.00             | 532556             |
| DAVID GROVE                         | 425.00             | 532558             |
| THOMAS J. BURBANK PC                | 425.00             | 532562             |
| EDWARD B. GRIPON, M.D., P.A.        | 795.00             | 532580             |
| JOHN EUGENE MACEY                   | 350.00             | 532589             |
| NATHAN REYNOLDS, JR.                | 350.00             | 532593             |
| UNITED STATES POSTAL SERVICE        | 9.62               | 532623             |
| LANGSTON ADAMS                      | 400.00             | 532628             |
| MATUSKA LAW FIRM                    | 350.00             | 532668             |
| BUDDIE J HAHN                       | 382.23             | 532689             |
| UNITED STATES TREASURY              | 350.00             | 532731             |
| COUNTY COURT AT LAW NO. 3           |                    | 4,236.85*          |
| TODD W LEBLANC                      | 775.00             | 532556             |
| A. MARK FAGGARD                     | 350.00             | 532575             |
| MARVA PROVO                         | 425.00             | 532592             |
| NATHAN REYNOLDS, JR.                | 750.00             | 532593             |
| UNITED STATES POSTAL SERVICE        | 6.66               | 532623             |
| JOEL WEBB VAZQUEZ                   | 1,175.00           | 532636             |
| THE LAW OFFICE OF CHRISTY L CAUTHEN | 350.00             | 532730             |
| MEDIATION CENTER                    |                    | 3,831.66*          |
| WALMART CAPITAL ONE                 | 327.69             | 532700             |
| COMMUNITY SUPERVISION               |                    | 327.69*            |
| CHARTER COMMUNICATIONS              | 85.43              | 532713             |
| SHERIFF'S DEPARTMENT                |                    | 85.43*             |
| EQUINE MEDICINE & SURGERY           | 2,805.64           | 532574             |
| FED EX                              | 406.08             | 532576             |
| MOTOROLA SOLUTIONS INC              | 1,125.00           | 532610             |
| VERIZON WIRELESS                    | 3,837.07           | 532621             |
| UNITED STATES POSTAL SERVICE        | 1,350.15           | 532623             |
| FIVE STAR FEED                      | 157.35             | 532631             |
| RITA HURT                           | 550.00             | 532655             |
| ODP BUSINESS SOLUTIONS, LLC         | 277.58             | 532717             |
| AMAZON CAPITAL SERVICES             | 1,544.31           | 532722             |
| CITIBANK NA                         | 110.00             | 532723             |
| BEAUMONT OCCUPATIONAL SERVICES      | 428.90             | 532725             |
| SHIELDSPIKE LLC                     | 845.00             | 532742             |
| CRIME LABORATORY                    |                    | 13,437.08*         |
| FED EX                              | 98.46              | 532577             |
| AIRGAS USA, LLC                     | 372.02             | 532682             |
| ODP BUSINESS SOLUTIONS, LLC         | 31.54              | 532717             |
| BAK GLOBAL LLC                      | 100.00             | 532724             |
| JAIL - NO. 2                        |                    | 602.02*            |
| AAA LOCK & SAFE                     | 136.50             | 532552             |
| CERTIFIED LABORATORIES              | 215.70             | 532563             |
| CITY OF BEAUMONT - WATER DEPT.      | 33,335.85          | 532566             |
| J.S. EDWARDS & SHERLOCK INS. AGENCY | 71.00              | 532572             |
| CASH ADVANCE ACCOUNT                | 1,381.25           | 532586             |
| KIRKSEY'S SPRINT PRINTING           | 74.85              | 532587             |
| M&D SUPPLY                          | 485.96             | 532588             |
| ROMERO GLASS CO.                    | 913.03             | 532595             |
| UNITED COMMUNICATIONS, INC.         | 823.93             | 532615             |
| LOWE'S HOME CENTERS, INC.           | 158.40             | 532626             |
| CHARMTX INC.                        | 3,749.40           | 532632             |
| BELT SOURCE                         | 20.74              | 532640             |
| TEXAS COMMISSION ON LAW ENFORCEMENT | 35.00              | 532646             |
| INDUSTRIAL & COMMERCIAL MECHANICAL  | 256.00             | 532657             |

| PGM: GMCOMMV2                       | DATE<br>09-30-2025 | PAGE: 5            |
|-------------------------------------|--------------------|--------------------|
| NAME                                | AMOUNT             | CHECK NO. 89 TOTAL |
| CONSTELLATION NEWENERGY - GAS DIVIS | 1,351.23           | 532663             |
| FERGUSON ENTERPRISES INC            | 520.94             | 532675             |
| CORRHEALTH PLLC                     | 35,105.04          | 532679             |
| IMAGE 360 BEAUMONT                  | 157.07             | 532680             |
| TRINITY SERVICES GROUP INC          | 51,242.55          | 532687             |
| I-CON SYSTEMS INC                   | 1,916.07           | 532696             |
| WALMART CAPITAL ONE                 | 26.91              | 532700             |
| RALPH'S INDUSTRIAL ELECTRONICS SUPP | 25.06              | 532719             |
| PTS OF AMERICA LLC                  | 9,122.00           | 532739             |
|                                     |                    | 141,124.48*        |
| JUVENILE PROBATION DEPT.            |                    |                    |
| CASH ADVANCE ACCOUNT                | 595.24             | 532586             |
| VERIZON WIRELESS                    | 54.20              | 532619             |
| UNITED STATES POSTAL SERVICE        | 2.80               | 532623             |
| ODP BUSINESS SOLUTIONS, LLC         | 289.66             | 532717             |
|                                     |                    | 941.90*            |
| JUVENILE DETENTION HOME             |                    |                    |
| CITY OF BEAUMONT - WATER DEPT.      | 6,202.39           | 532566             |
| OVERHEAD DOOR CO.                   | 450.38             | 532590             |
| BEN E KEITH COMPANY                 | 759.61             | 532635             |
| CENTERPOINT ENERGY RESOURCES CORP   | 495.93             | 532638             |
| INDUSTRIAL & COMMERCIAL MECHANICAL  | 256.00             | 532657             |
| BAK GLOBAL LLC                      | 200.00             | 532724             |
|                                     |                    | 8,364.31*          |
| CONSTABLE PCT 1                     |                    |                    |
| VERIZON WIRELESS                    | 265.15             | 532619             |
| UNITED STATES POSTAL SERVICE        | 63.92              | 532623             |
| CITIBANK NA                         | 1,006.00           | 532723             |
|                                     |                    | 1,335.07*          |
| CONSTABLE-PCT 2                     |                    |                    |
| VERIZON WIRELESS                    | 113.97             | 532619             |
| GALLS LLC                           | 39.99              | 532672             |
| COTTON CARGO                        | 96.00              | 532686             |
| AMAZON CAPITAL SERVICES             | 269.17             | 532722             |
|                                     |                    | 519.13*            |
| CONSTABLE-PCT 4                     |                    |                    |
| CASH ADVANCE ACCOUNT                | 110.00             | 532586             |
| VERIZON WIRELESS                    | 113.97             | 532619             |
|                                     |                    | 223.97*            |
| CONSTABLE-PCT 6                     |                    |                    |
| VERIZON WIRELESS                    | 113.97             | 532619             |
| UNITED STATES POSTAL SERVICE        | 25.49              | 532623             |
| DISCOUNT UNIFORM INTERNATIONAL INC  | 185.83             | 532641             |
| AMAZON CAPITAL SERVICES             | 681.90             | 532722             |
|                                     |                    | 1,007.19*          |
| CONSTABLE PCT. 7                    |                    |                    |
| AT&T                                | 48.22              | 532601             |
| VERIZON WIRELESS                    | 113.97             | 532619             |
|                                     |                    | 162.19*            |
| CONSTABLE PCT. 8                    |                    |                    |
| VERIZON WIRELESS                    | 113.97             | 532619             |
| THOMSON REUTERS-WEST                | 97.00              | 532665             |
|                                     |                    | 210.97*            |
| AGRICULTURE EXTENSION SVC           |                    |                    |
| J.S. EDWARDS & SHERLOCK INS. AGENCY | 142.00             | 532572             |
| CASH ADVANCE ACCOUNT                | 1,293.73           | 532586             |
| M&D SUPPLY                          | 239.99             | 532588             |
| UNITED STATES POSTAL SERVICE        | .74                | 532623             |
| WALMART CAPITAL ONE                 | 342.69             | 532700             |
| AMAZON CAPITAL SERVICES             | 875.27             | 532722             |
| CITIBANK NA                         | 241.88             | 532723             |
| REBECCA CARPENTER                   | 233.80             | 532727             |
|                                     |                    | 3,370.10*          |
| HEALTH AND WELFARE NO. 1            |                    |                    |

| PGM: GMCOMMV2                       | DATE<br>09-30-2025 | PAGE: 6            |
|-------------------------------------|--------------------|--------------------|
| NAME                                | AMOUNT             | CHECK NO. 90 TOTAL |
| CLAYBAR FUNERAL HOME, INC.          | 738.00             | 532568             |
| UNITED STATES POSTAL SERVICE        | 73.01              | 532623             |
| SECURE TECH SYSTEMS, INC            | 950.00             | 532634             |
| THOMSON REUTERS-WEST                | 161.90             | 532665             |
| VECTOR SECURITY                     | 1,790.00           | 532676             |
| EZEAL D EDE MD                      | 3,140.91           | 532695             |
| ODP BUSINESS SOLUTIONS, LLC         | 138.17             | 532717             |
| HEALTH AND WELFARE NO. 2            |                    | 6,991.99*          |
| CITY OF PORT ARTHUR - WATER DEPT.   | 40.00              | 532567             |
| ENERGY                              | 140.00             | 532582             |
| HANNAH FUNERAL HOME, INC.           | 900.00             | 532583             |
| AT&T                                | 48.22              | 532601             |
| TEXAS GAS SERVICE                   | 39.53              | 532630             |
| THOMSON REUTERS-WEST                | 161.89             | 532665             |
| EZEAL D EDE MD                      | 3,140.91           | 532695             |
| NURSE PRACTITIONER                  |                    | 4,470.55*          |
| MCKESSON MEDICAL-SURGICAL INC       | 369.27             | 532613             |
| SERVET MUHITTIN SATIR               | 1,000.00           | 532698             |
| ENVIRONMENTAL CONTROL               |                    | 1,369.27*          |
| ODP BUSINESS SOLUTIONS, LLC         | 28.28              | 532717             |
| INDIGENT MEDICAL SERVICES           |                    | 28.28*             |
| VERIZON WIRELESS                    | 78.21              | 532619             |
| DUVALL'S RV LLC                     | 375.55             | 532678             |
| MAINTENANCE-BEAUMONT                |                    | 453.76*            |
| CITY OF BEAUMONT - WATER DEPT.      | 16,255.14          | 532566             |
| COBURN SUPPLY COMPANY INC           | 91.45              | 532570             |
| W.W. GRAINGER, INC.                 | 271.36             | 532579             |
| M&D SUPPLY                          | 22.12              | 532588             |
| SANITARY SUPPLY, INC.               | 1,765.64           | 532596             |
| ACE IMAGEWEAR                       | 279.43             | 532599             |
| AT&T                                | 918.83             | 532601             |
| TRIANGLE ENGINE DIST.               | 423.02             | 532604             |
| BAKER DISTRIBUTING COMPANY          | 783.38             | 532633             |
| SHERWIN-WILLIAMS                    | 204.85             | 532651             |
| ADVANTAGE INTERESTS INC             | 2,071.00           | 532677             |
| JCN OIL SERVICE                     | 140.00             | 532692             |
| JET AERATION OF TEXAS LLC           | 2,975.00           | 532697             |
| CHARTER COMMUNICATIONS              | 237.87             | 532711             |
| MAINTENANCE-PORT ARTHUR             |                    | 26,439.09*         |
| COASTAL WELDING SUPPLY INC          | 135.00             | 532569             |
| COBURN SUPPLY COMPANY INC           | 183.91             | 532570             |
| ALL-PHASE ELECTRIC SUPPLY           | 108.90             | 532571             |
| SCOOTER'S LAWNMOWERS                | 217.02             | 532597             |
| SHERWIN-WILLIAMS                    | 39.95              | 532600             |
| AT&T                                | 72.06              | 532601             |
| MARTIN PRODUCT SALES LLC            | 696.00             | 532642             |
| PRO CHEM INC                        | 202.89             | 532658             |
| FRED MILLER'S OUTDOOR EQUIPMENT LLC | 39.60              | 532671             |
| CHARTER COMMUNICATIONS              | 514.64             | 532710             |
| ODP BUSINESS SOLUTIONS, LLC         | 178.85             | 532717             |
| PARKER'S BUILDING SUPPLY            | 665.83             | 532720             |
| MAINTENANCE-MID COUNTY              |                    | 3,054.65*          |
| RITTER @ HOME                       | 7.99               | 532594             |
| SERVICE CENTER                      |                    | 7.99*              |
| SPIDLE & SPIDLE                     | 8,969.72           | 532557             |
| CHUCK'S WRECKER SERVICE             | 225.00             | 532564             |
| CINTAS, INC.                        | 254.91             | 532565             |

| PGM: GMCOMMV2                      | DATE<br>09-30-2025 | PAGE: 7            |
|------------------------------------|--------------------|--------------------|
| NAME                               | AMOUNT             | CHECK NO. 91 TOTAL |
| J.K. CHEVROLET CO.                 | 7,373.87           | 532584             |
| PHILPOTT MOTORS, INC.              | 547.61             | 532591             |
| TATE & CO., INC.                   | 4,665.53           | 532603             |
| VIN'S PAINT & BODY, INC.           | 9,145.95           | 532609             |
| JEFFERSON CTY. TAX OFFICE          | 7.50               | 532616             |
| JEFFERSON CTY. TAX OFFICE          | 7.50               | 532617             |
| BUMPER TO BUMPER                   | 3,243.06           | 532637             |
| AMERICAN TIRE DISTRIBUTORS         | 104.80             | 532650             |
| MIGHTY OF SOUTHEAST TEXAS          | 1,305.12           | 532653             |
| ADVANCE AUTO PARTS                 | 546.29             | 532662             |
| TOWN AND COUNTRY FORD              | 1,513.24           | 532729             |
|                                    |                    | 37,910.10*         |
| VETERANS SERVICE                   |                    |                    |
| UNITED STATES POSTAL SERVICE       | 2.22               | 532623             |
| ODP BUSINESS SOLUTIONS, LLC        | 17.67              | 532717             |
|                                    |                    | 19.89*             |
|                                    |                    | 341,944.42**       |
| MOSQUITO CONTROL FUND              |                    |                    |
| W.W. GRAINGER, INC.                | 1,384.43           | 532579             |
| ACE IMAGEWEAR                      | 80.35              | 532599             |
| SUN COAST RESOURCES, LLC.          | 1,093.74           | 532602             |
| FASTENAL                           | 143.04             | 532611             |
| CENTERPOINT ENERGY RESOURCES CORP  | 56.21              | 532638             |
| O'REILLY AUTO PARTS                | 199.99             | 532681             |
| ODP BUSINESS SOLUTIONS, LLC        | 44.59              | 532717             |
| AERO PERFORMANCE                   | 3,421.07           | 532718             |
| CITIBANK NA                        | 108.94             | 532723             |
|                                    |                    | 6,443.18**         |
| LATERAL ROADS- PRECINCT 4          |                    |                    |
| GULF COAST                         | 405.00             | 532688             |
|                                    |                    | 405.00**           |
| J.C. FAMILY TREATMENT              |                    |                    |
| MARY BEVIL                         | 1,424.50           | 532694             |
|                                    |                    | 1,424.50**         |
| SECURITY FEE FUND                  |                    |                    |
| GALLS LLC                          | 112.86             | 532672             |
| ALLIED UNIVERSAL SECURITY SERVICES | 10,599.31          | 532691             |
|                                    |                    | 10,712.17**        |
| LAW LIBRARY FUND                   |                    |                    |
| THOMSON REUTERS-WEST               | 206.00             | 532665             |
|                                    |                    | 206.00**           |
| SHSP/CCP2005/RURAL LAW EN          |                    |                    |
| KIESLER POLICE SUPPLY INC          | 9,080.00           | 532740             |
|                                    |                    | 9,080.00**         |
| JUVENILE PROB & DET. FUND          |                    |                    |
| VERIZON WIRELESS                   | 71.16              | 532619             |
|                                    |                    | 71.16**            |
| GRANT A STATE AID                  |                    |                    |
| TCSI, LLC                          | 8.48               | 532693             |
|                                    |                    | 8.48**             |
| COMMUNITY SUPERVISION FND          |                    |                    |
| UNITED STATES POSTAL SERVICE       | 61.81              | 532623             |
| REDWOOD TOXICOLOGY LABORATORY, INC | 506.86             | 532643             |
| CHARTER COMMUNICATIONS             | 208.53             | 532709             |
| BAK GLOBAL LLC                     | 200.00             | 532724             |
|                                    |                    | 977.20**           |
| COMMUNITY CORRECTIONS PRG          |                    |                    |
| M&D SUPPLY                         | 57.26              | 532588             |
|                                    |                    | 57.26**            |
| LAW OFFICER TRAINING GRT           |                    |                    |
| ODP BUSINESS SOLUTIONS, LLC        | 9.99               | 532717             |
|                                    |                    | 9.99**             |
| DEPUTY SHERIFF EDUCATION           |                    |                    |

| PGM: GMCOMMV2                       | DATE         | PAGE: 8               |
|-------------------------------------|--------------|-----------------------|
| NAME                                | 09-30-2025   |                       |
|                                     | AMOUNT       | CHECK NO. 92 TOTAL    |
| CASH ADVANCE ACCOUNT                | 1,095.84     | 532586 1,095.84**     |
| J.P. COURTROOM TECH. FUND           |              |                       |
| VERIZON WIRELESS                    | 151.96       | 532619 151.96**       |
| HOTEL OCCUPANCY TAX FUND            |              |                       |
| ENTERGY                             | 1,618.17     | 532581                |
| M&D SUPPLY                          | 280.29       | 532588                |
| UNITED STATES POSTAL SERVICE        | 5.92         | 532623                |
| CHAPMAN VENDING                     | 110.05       | 532699                |
| GEORGE WEST                         | 18.20        | 532703                |
| CHARTER COMMUNICATIONS              | 130.63       | 532705                |
| ODP BUSINESS SOLUTIONS, LLC         | 470.42       | 532717                |
| PORT ARANSAS TOURISM AND CHAMBER OF | 598.00       | 532743 3,231.68**     |
| CAPITAL PROJECTS FUND               |              |                       |
| TIM RICHARDSON                      | 9,000.00     | 532666 9,000.00**     |
| AIRPORT FUND                        |              |                       |
| N&T CONSTRUCTION COMPANY, INC.      | 219,294.00   | 532555                |
| SPIDLE & SPIDLE                     | 1,991.19     | 532557                |
| BEAUMONT TRACTOR COMPANY            | 727.34       | 532560                |
| CINTAS, INC.                        | 142.89       | 532565                |
| OVERHEAD DOOR CO.                   | 410.25       | 532590                |
| VERIZON WIRELESS                    | 37.99        | 532619                |
| LOWE'S HOME CENTERS, INC.           | 887.00       | 532626                |
| CENTERPOINT ENERGY RESOURCES CORP   | 169.38       | 532638                |
| MID COUNTY PLUMBING                 | 335.58       | 532644                |
| COUNTY HOME AND RANCH LP            | 431.24       | 532654                |
| CRAWFORD ELECTRIC SUPPLY COMPANY    | 335.50       | 532661                |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT | 495.75       | 532667                |
| TITAN AVIATION FUELS                | 60,019.91    | 532683                |
| BEARCOM / KAY ELECTRONICS           | 190.00       | 532684                |
| CY-FAIR TIRE                        | 1,416.03     | 532685 286,884.95**   |
| SE TX EMP. BENEFIT POOL             |              |                       |
| UNITED HEALTHCARE SERVICES INC      | 160,624.59   | 532690                |
| ANGIOLOGY CORPORATION OF AMERICA    | 24,750.00    | 532735                |
| LIVINITI LLC                        | 229,797.39   | 532737                |
| LANTERN SPECIALTY CARE              | 3,126.17     | 532738 418,298.15**   |
| PAYROLL FUND                        |              |                       |
| JEFFERSON CTY. - FLEXIBLE SPENDING  | 19,211.93    | 532533                |
| CLEAT                               | 3,539.00     | 532534                |
| JEFFERSON CTY. TREASURER            | 11,463.76    | 532535                |
| INTERNAL REVENUE SERVICE            | 208.00       | 532536                |
| JEFFERSON CTY. COMMUNITY SUP.       | 6,218.30     | 532537                |
| JEFFERSON CTY. TREASURER - HEALTH   | 589,264.38   | 532538                |
| JEFFERSON CTY. TREASURER - GENERAL  | 20.00        | 532539                |
| JEFFERSON CTY. TREASURER - PAYROLL  | 2,205,426.49 | 532540                |
| JEFFERSON CTY. TREASURER - PAYROLL  | 744,583.93   | 532541                |
| POLICE & FIRE FIGHTERS' ASSOCIATION | 3,288.95     | 532542                |
| TEXAS CHILD SUPPORT SDU             | 415.38       | 532543                |
| JEFFERSON CTY. TREASURER - TCDRS    | 878,928.22   | 532544                |
| JEFFERSON COUNTY TREASURER          | 3,638.60     | 532545                |
| JEFFERSON COUNTY - TREASURER -      | 11,266.42    | 532546                |
| NECHES FEDERAL CREDIT UNION         | 31,387.43    | 532547                |
| JEFFERSON COUNTY - NATIONWIDE       | 84,077.25    | 532548                |
| ALLSTATE BENEFITS                   | 8,964.26     | 532549                |
| SECURIAN LIFE INSURANCE COMPANY     | 1,165.03     | 532550                |
| CHUBB                               | 5,119.53     | 532551 4,608,186.86** |
| JUSTICE COURT SUPPORT FND           |              |                       |
| VERIZON WIRELESS                    | 37.99        | 532619 37.99**        |
| LANGUAGE ACCESS FUND                |              |                       |

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| NAME                                | AMOUNT             | CHECK NO. 93 TOTAL |
| RUBEN ZAPATA                        | 600.00             | 532726 600.00**    |
| ARPA CORONAVIRUS RECOVERY           |                    |                    |
| BRAVE/ARCHITECTURE INC              | 9,103.72           | 532732             |
| CARDINAL MEADOWS IMPROVEMENT DISTRI | 39,900.00          | 532733 49,003.72** |
| CNTY & DIST COURT TECH FD           |                    |                    |
| VERIZON WIRELESS                    | 113.97             | 532619 113.97**    |
| MARINE DIVISION                     |                    |                    |
| JACK BROOKS REGIONAL AIRPORT        | 678.54             | 532585             |
| RITTER @ HOME                       | 112.86             | 532594             |
| VERIZON WIRELESS                    | 151.96             | 532620             |
| ARROW AVIATION CO LLC               | 1,682.00           | 532669 2,625.36**  |
| SHERIFF - COMMISSARY                |                    |                    |
| THOMSON REUTERS-WEST                | 230.00             | 532665 230.00**    |
| SHERIFF-SPINDLETOP GRANT            |                    |                    |
| VERIZON WIRELESS                    | 114.41             | 532618 114.41**    |
|                                     |                    | 5,860,716.87***    |

# **PUBLIC HEARING NOTICE**

## **JEFFERSON COUNTY**

### **CDBG-DR Hurricane Harvey Voluntary Acquisition/Buyout Program Closeout**

**Date:** Tuesday, September 30, 2025

**Time:** 10:30 am

**Location:** 1149 Pearl Street, Beaumont, Texas 77701

Notice is hereby given that the Jefferson County Commissioners Court will conduct a public hearing to receive comments concerning the closeout of the Community Development Block Grant-Disaster Recovery (CDBG-DR) Voluntary Acquisition/Buyout Program related to Hurricane Harvey. The purpose of this hearing is to provide an overview of the program's final activities and provide an opportunity for citizens to comment on the program's outcomes.

#### **Program Background**

- **Program Name:** CDBG-DR Hurricane Harvey Voluntary Acquisition/Buyout Program.
- **Purpose:** To aid long-term recovery efforts by purchasing flood-prone properties from willing sellers and converting them to public green space or other uses that mitigate future flood risk.
- **Funding Source:** Funds were provided by the U.S. Department of Housing and Urban Development (HUD) through the Texas General Land Office (GLO).
- **Program Timeline:** The program officially began on 02/05/2020 and the closeout process commenced on 05/31/2025.

#### **Summary of Program Activities**

- **Properties Acquired:** Six (6) properties were acquired through this program. Thirty-nine (39) applications were received; thirty-three (33) voluntarily withdrew.
- **Projected Benefits:** The acquired properties were converted to [e.g., green space, retention ponds, parks], providing [e.g., flood storage, recreation] and benefiting low-to-moderate-income (LMI) residents.

- **Relocation Assistance:** Three (3) households received relocation assistance to move to safer, less flood-prone areas.
- **Funds in the amount of \$1,653,499.48 were expended. The remaining balance of \$978,029.02 will be deobligated.**

### **Closeout Activities**

The public hearing marks the final step in the citizen participation process for the closeout of this CDBG-DR grant. The program is completing its final administrative and reporting requirements with the Texas GLO, including:

- Final financial audit and reporting.
- Certification of program completion.
- Delivery of requested records.

### **Public Comment**

Citizens are invited to attend and comment on the closeout of the CDBG-DR Buyout Program. Written comments may also be submitted prior to the public hearing.

- **To Submit Written Comments:** Send comments to Vivian Ballou at [vballou@gmjinc.com](mailto:vballou@gmjinc.com).
- **Comment Deadline:** All written comments must be received by October 3, 2025.

### **Accessibility**

This meeting is open to the public. If you have a disability and require special assistance or accommodations to attend this meeting, please contact Vivian Ballou at [vballou@gmjinc.com](mailto:vballou@gmjinc.com) at least five days prior to the meeting.

# FDP Cost Reimbursement Subaward

96

## Federal Awarding Agency:

### Pass-Through Entity (PTE):

PTE PI:

### Subrecipient:

Sub PI:

PTE Federal Award No:

Subaward No:

Project Title:

Subaward Budget Period:

Start: End:

Amount Funded This Action (USD): \$

Estimated Period of Performance:

Start: End:

Incrementally Estimated Total (USD): \$

### Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Contact, as shown in Attachment 3A, not later than 60 days after The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Contact and the Subrecipient's Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget . Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Contact, and Subrecipient notice shall be directed to the Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:

By an Authorized Official of the Subrecipient:

Name:

Date

Name:

Date

Title:

Title:

## Attachment 1

### Certifications and Assurances

#### **Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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#### **Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

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#### **Audit and Access to Records**

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

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

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

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The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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#### **Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

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#### **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

## Attachment 2

### Federal Award Terms and Conditions

Subaward Number

**Required Data Elements**

The data elements required by Uniform Guidance are incorporated

Awarding Agency Institute (If Applicable)

Federal Award Issue Date      FAIN      Assistance Listing No.

**This Subaward Is:**

Assistance Listing Program Title (ALPT)

Research &amp; Development

Subject to FFATA

Key Personnel Per NOA

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
 

except for the following :

  - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
  - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
  - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
  - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
  - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income:

**Special Terms and Conditions:****Data Sharing and Access:**

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

**Copyrights:**

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

No Human or Vertebrate Animals

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**Human Subjects Data** (Select One)

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**Additional Terms**

**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

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**PTE Information**

Entity Name:

Legal Address:

Website:

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**PTE Contacts**

Central Email:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email:

Telephone Number:

Email invoices?      Yes      No      Invoice email (if different):

Authorized Official Name:

Email:

Telephone Number:

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**PI Address:**

**Administrative Address:**

**Invoice Address:**

## Attachment 3B

### Subrecipient Contacts

Subaward Number:

#### Subrecipient Information for [FFATA](#) reporting

Entity's UEI Name:

EIN No.:

Institution Type:

UEI:

Currently registered in SAM.gov: Yes No

Exempt from reporting executive compensation: Yes No *(if no, complete 3Bpg2)*

Parent UEI:

*This section for U.S. Entities:* Zip Code [Look-up](#)

Place of Performance Address

Congressional District: Zip Code+4:

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#### Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice Email:

Authorized Official Name:

Email:

Telephone Number:

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**Legal Address:**

**Administrative Address:**

**Payment Address:**

**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:

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**Subrecipient:**

Institution Name:

PI Name:

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**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

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Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

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## Attachment 4

### Reporting and Prior Approval Terms

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

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#### Technical Reports:

Monthly technical/progress reports will be submitted to the PTE's \_\_\_\_\_ within \_\_\_\_\_ days of the end of the month.

Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's \_\_\_\_\_.

Annual technical / progress reports will be submitted within \_\_\_\_\_ days prior to the end of each budget period to the PTE's \_\_\_\_\_. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

A Final technical/progress report will be submitted to the PTE's \_\_\_\_\_ within \_\_\_\_\_ days of the end of the Project Period or after termination of this award, whichever comes first.

Technical/progress reports on the project as may be required by PTE's \_\_\_\_\_ in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

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#### Prior Approvals:

Carryover:

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#### Other Reports:

In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's \_\_\_\_\_ within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's \_\_\_\_\_ within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

#### Additional Technical and Reporting Requirements:

Attachment 5

Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

|                             |                                    |                            |
|-----------------------------|------------------------------------|----------------------------|
| <b>Indirect Information</b> | Indirect Cost Rate (IDC) Applied % | <b>Cost Sharing</b>        |
| Rate Type:                  |                                    | If Yes, include Amount: \$ |

**Budget Details** Below Attached, pages

Budget Totals

Direct Costs \$

Indirect Costs \$

Total Costs \$

*All amounts are in United States Dollars*

## **Attachment 6**

### **Notice of Award (NOA) and any additional documents**

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.

## ATTACHMENT 5

### SUBRECIPIENT AGREEMENT FOR GULF OF MEXICO ENERGY SECURITY ACT

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Ducks Unlimited (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Interior ("Interior") pursuant to Sections 101-105 of the Gulf of Mexico Energy Security Act of 2006, Pub. L. No. 109-432 (Dec. 20, 2006), which authorized the Gulf of Mexico Energy Security Act ("GOMESA") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

**WHEREAS**, the County has received GOMESA; and

**WHEREAS**, the County is authorized by GOMESA to disburse all or a portion of its GOMESA funds to Subrecipients, which carry out eligible uses on behalf of the County; and

**WHEREAS**, the Subrecipient has applied to the County for eligible use of GOMESA funds; and

**WHEREAS**, based on the Subrecipient's project information and request for GOMESA funds in the form attached hereto as **Exhibit A1-A6**, the County has determined that the Subrecipient's Project in **Exhibit A1-A6** is an eligible use of GOMESA funds; and

**WHEREAS**, the County has awarded the Subrecipient GOMESA funds, representing the Exhibit A1-A6 project cost (the "Award"), in the amount of \$2,960,000, subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

#### 1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under GOMESA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of GOMESA funds or constitute a change in the category of eligible use of GOMESA funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of GOMESA funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional GOMESA funds for the Project. However, no such additional allocation is guaranteed.
- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

## 2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on September 30, 2029. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with GOMESA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

## 3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by the County for the Subrecipient's failure to use the funds for the Project in strict accordance with GOMESA and this Agreement.

## 4. EXPENDITURE TIMING REQUIREMENTS AND REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from October 1, 2025 to June 30, 2029,
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the GOMESA Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

## **5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

In addition to the requirements set forth in GOMESA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

## **6. RETURN OF FUNDS; RECOUPMENT**

The Subrecipient must return Award funds not expended by September 30, 2029.

If the County determines that the Subrecipient's use of the Award does not comply with GOMESA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

## **7. FAILURE TO PERFORM**

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under GOMESA and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

## **8. TERMINATION**

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
  1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
  2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
  3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to

terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with GOMESA and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

## 9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

## 10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under GOMESA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

## **11. NOTICES**

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas  
Judge Jeff Branick – County Judge  
1149 Pearl 4th Floor  
Beaumont, TX 77701

Texas Gulf Coast – Ducks Unlimited  
Todd Merendino, Ph.D. – Director of Conservation Program  
915 Richmond Parkway  
Richmond, TX 77469

jeff.branick@jeffcotx.us

www.ducks.org

## **12. RESERVATION OF RIGHTS**

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

## **13. FURTHER ASSURANCE**

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

## **14. ASSIGNMENT**

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

## **15. AMENDMENTS**

This Agreement cannot be amended or modified except in writing, signed by both Parties.

## **16. VENUE AND CHOICE OF LAW**

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

## **17. SEVERABILITY**

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

#### **18. INTEGRATED DOCUMENT**

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

#### **19. NO THIRD-PARTY BENEFICIARY**

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

#### **20. HEADINGS**

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

#### **21. AUTHORITY TO SIGN**

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

## GOMESA REPORTING REQUIREMENTS

### A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in GOMESA publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

### B. Important Concepts

#### Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of GOMESA funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the GOMESA program.

A "subaward" is an award of GOMESA funds provided to a subrecipient by a recipient to carry out the GOMESA program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by GOMESA funding."

#### Expenditure

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient.

For purposes of this Agreement and the Subrecipient's reporting under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

### C. Required Information for Project and Expenditure Reports

The Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its subrecipient monitoring requirements. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number and its Taxpayer Identification number (TIN), to the County in order to receive GOMESA funds.

## Ducks Unlimited / Jefferson County GOMESA Projects

1. Keith Lake Fish Pass Baffle (\$135,000)
  - a. Funding needed to procure engineering firm (Freese Nichol) for velocity analysis.
  - b. *DU has other funding in hand for DU staff time and USACE permitting.*
2. Needmore Ditch – (\$500,000)
  - a. Funding needed for DU staff time for preliminary project assessment.
  - b. Funding needed to procure a H@H analysis in concert with Jefferson County DD6.
  - c. Funding needed to procure a consultant to provide for partner meeting coordination with several state, federal, and local agencies.
3. McFaddin NWR – Regrading ditches and levees (\$1,500,000)
  - a. Funding needed for DU engineering / biological staff time for engineering.
  - b. Funding needed to procure consultant firm for USACE and regulatory permitting.
  - c. Funding needed to procure contractor to construct the repairs (note that funding for item C wouldn't be needed for at least 18 months).
4. J.D. Murphree Compartment 11 (\$125,000)
  - a. Funding needed to procure a geotechnical survey.
  - b. Funding needed to procure a submerged lands survey.
  - c. Funding needed to procure consultant firm for USACE / regulatory permitting.
  - d. *DU has other funding in hand for our engineering and biological staff time.*
5. McFaddin NWR (\$300,000)
  - a. Funding needed for DU engineering / biological staff time.
  - b. Funding to procure geotechnical assessment at each water control structure.
  - c. Funding needed to procuring consultant firm for USACE/ regulatory permitting.
6. Texas Point NWR – (\$400,000)
  - a. Funding needed for DU engineering / biological staff time.
  - b. Funding needed to procure water velocity analyses assessment in Texas Bayou.
  - c. Funding needed to procure a consultant to provide for partner meeting coordination with several state, federal, and local agencies.



(409) 835-8450 Phone  
(409) 839-2350 Fax

1085 Pearl St, Room 103  
Beaumont, TX 77701

**Jevonne Smith Pollard**  
Constable, Precinct One

September 19, 2025

Jeff Branick, County Judge  
1149 Pearl St.  
Beaumont, TX 77701

Re: Agenda Item

Dear Judge Branick,

I would like to place an item on the agenda for the Commissioner's Court Meeting Tuesday, September 30, 2025.

-Please consider and possibly approve the hiring of Tyquisha Murray as a Full Time Deputy Constable with Constable Precinct 1 Office with accordance with Local Government Code (LGC) 86.01.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jevonne Pollard", is written over a horizontal line.

Jevonne Pollard  
Constable Pct. 1

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



## STATEMENT OF OFFICER

### Statement

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

Title of Position to Which Elected/Appointed: Commissioner (Place 2), Jefferson Co. ESD No. 5

### Execution

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

Date: 9/22/2025

Doug Saunders  
 Signature of Officer

Form #2204 Rev 9/2017

This space reserved for office use

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

**OATH OF OFFICE**

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

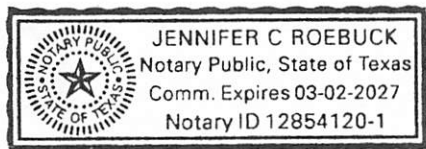
I, Doug Saunders, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Commissioner (Place 2), Jefferson Co. ESD No. 5 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Doug Saunders  
 Signature of Officer

## Certification of Person Authorized to Administer Oath

State of TexasCounty of JeffersonSworn to and subscribed before me on this 22<sup>nd</sup> day of September, 2025.

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



Jennifer C Roebuck

Signature of Notary Public or

Signature of Other Person Authorized to Administer An Oath

Jennifer C Roebuck  
 Printed or Typed Name



## 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 30 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:

### 2025 NATIONAL 4-H WEEK

**WHEREAS**, the Jefferson County Commissioner's Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 114 years of providing experience-based education to youngsters throughout the Lone Star State; and

**WHEREAS**, this admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

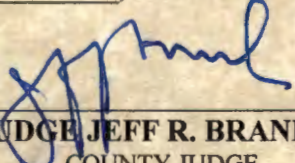
**WHEREAS**, its more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

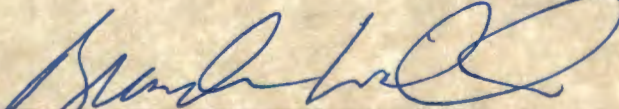
**WHEREAS**, the program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 22,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

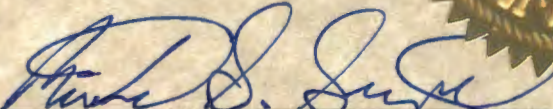
**WHEREAS**, throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great.

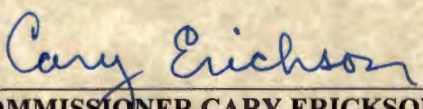
**THEREFORE, BE IT RESOLVED**, that the Jefferson County Commissioner's Court does hereby designate October 5-11, 2025 as National 4-H Week in Jefferson County and we commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

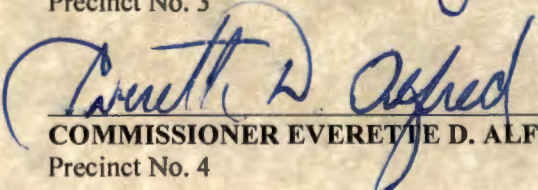
SIGNED this 30 day of September, 2025.

  
JUDGE JEFF R. BRANICK  
COUNTY JUDGE

  
COMMISSIONER BRANDON WILLIS  
Precinct No. 1

  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



www

OF JEFFERSON COUNTY, TEXAS

*Everette D. Alfred*  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4



## Resolution

STATE OF TEXAS

§  
§  
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 30<sup>th</sup> day of September, 2025, on motion made by Everette "Bo" Alfred, Commissioner of Precinct No. 4, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, Lisa Thomas, has devoted 10 years serving the taxpaying citizens of Jefferson County with pride, professionalism, and courtesy; and,

WHEREAS, that service was provided through the Office of Assessor-Collector of Taxes for Jefferson County; and,

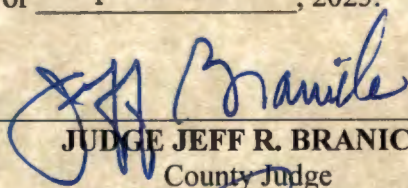
WHEREAS, Lisa Thomas dedicated her talents and services to the sometimes-overwhelming task of collecting motor vehicle sales taxes and license fees through the licensing and titling of motor vehicles, collecting current and delinquent taxes, and many other activities necessary for the daily functioning of the County Tax Office;

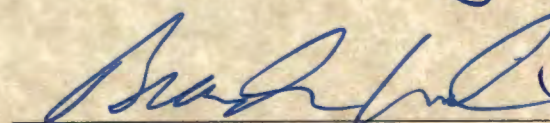
WHEREAS, a beloved and familiar sound in our office has been Lisa Thomas's friendly singing, a unique and joyful expression of her personality that has brightened our office and lifted our spirits;

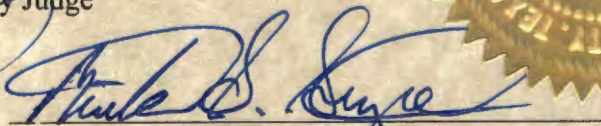
WHEREAS, this friendly song has served as a pleasant soundtrack to countless workdays, reminding us all to approach our tasks with a sense of cheer and optimism;

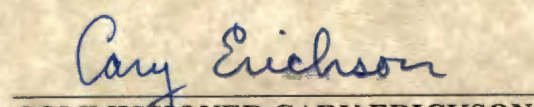
NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby honor and commend Lisa Thomas for her dedicated service of Jefferson County and wishes her well in her retirement.

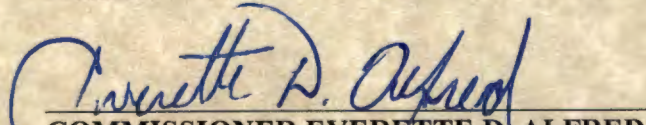
SIGNED this 30 day of September, 2025.

  
**JUDGE JEFF R. BRANICK**  
 County Judge

  
**COMMISSIONER BRANDON WILLIS**  
 Precinct No. 1

  
**COMMISSIONER MICHAEL S. SINEGAL**  
 Precinct No. 3

  
**COMMISSIONER CARY ERICKSON**  
 Precinct No. 2

  
**COMMISSIONER EVERETTE D. ALFRED**  
 Precinct No. 4



September 23, 2025

COMMISSIONERS COURT

Consider and possibly approve out of state travel for Steve Mayes of the Crime Lab to attend the Association of Forensic Quality Assurance Managers (AFQAM) Conference in Portland, Oregon, October 7 - 10, 2025. Funds were set aside in the Crime Lab Budget for "Out of State" Travel for the AFQAM Conference but the location and date of the conference listed were those for 2026 ("Kansas City, Missouri October 13 -16, 2026") instead of the correct location and dates for 2025 ("Portland, Oregon October 7- 10").

**Compliance with  
OUT OF STATE TRAVEL POLICY**

Steve Mayes attendance at the:  
Association of Forensic Quality Assurance Managers Conference  
October 7 - 10, 2025 (1 person)  
Portland, Oregon

1. It is included in the yearly budget.
2. This training directly impacts the employee's ability to perform his/her assigned tasks.
3. The benefit is worth the cost because this training is directly related to the management of the quality assurance programs in crime laboratories, and attendees receive continuing education units for this training. This training also allows the Lab to obtain current information from sources outside of our own area.
4. The training is occasionally offered in Texas, but this year it is out of state.

8/22/2025  
Application Date

N/A

State Permit Number  
(If Applicable)



09-OW-25

Permit Number

4

Precinct Number

## JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Paragon Geophysical Services Inc. Phone Number: 316.636.5552

Business Address: 3500 N Rock Road Bldg. 800 Ste B Wichita KS67226

Local Representative: Jorge Ramos 830.313.3577

Description of Work/Type/Location: 3D Geophysical Survey

Description of Route: Willis Road and Ebner Road

Bond Number: N-200041

Bond Amount: \$550,000.00

Check Applicable Boxes: ☐ Under 100,000 Lbs. ☐ Over 100,000 Lbs. ☐ Over 200,000 Lbs.

☐ 90 Day Renewal Permit (\$200 Fee) Original Permit Number: \_\_\_\_\_

☒ One (1) Year Annual Permit (\$500 Fee)

Permit Approved:

☒ Yes ☐ No (If No Reason) \_\_\_\_\_

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

Paragon Geophysical Services Inc.

Business Name

3500 N Rock Road Bldg. 800 Ste B

Mailing Address

Wichita, Kansas 67226

Bruce A Fulker Authorized Agent for Paragon Geophysical

Representative Name and Title

B. A. Fulker 9/19/25  
Representative Signature and Date

Jefferson County

Michael T. Felt

County Engineer

Michael Zachary

Precinct Superintendent

[Signature]

Engineering Specialist

Bond No.: N-2000041

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Paragon Geophysical Services, Inc. at 3500 N. Rock Road, Suite 800B, Wichita KS 67226, as Principal, and Indemnity National Insurance Company, at 238 Bedford Way, Franklin, TN 37064, as Surety, are held and firmly bound unto Jefferson County, 1149 Peal Street, Beaumont, Texas, as Obligee, in the penal sum of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00), to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, and assigns.

WHEREAS, the Principal has entered into a Road Bond Agreement with the Obligee to use Ebner Road beginning at the intersection of Willis Road extending south for a distance of 2.8 miles and Willis Road beginning at the intersection of Ebner Road extending east for a distance of 2.0 miles for the purposes of the movement of the vehicles and equipment in excess of established weight limits on Jefferson County Texas Roadways.

THE CONDITION OF THIS OBLIGATION IS SUCH that the said Principal has promised to pay all costs of excess maintenance, restoration or other expenses resulting from the movement of vehicles or combinations, together with loads, in excess of the gross weight restrictions on posted Township highways.

NOW, THEREFORE, if the said Principal shall pay to the Obligee for any and all damages that may be sustained to any roads and surface property as above recited by virtue of the operation of any vehicle, vehicles or equipment for which permit is issued by the Obligee to operate under, during the period of time for which such permit is issued, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED that if the Surety shall so elect, this bond may be canceled as to subsequent liability by giving ten (10) days written notice to both the Principal and the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals this 3<sup>rd</sup> day of September, 2025.

Paragon Geophysical Services, Inc.  
PRINCIPAL

Witness: Ra Bateman

By: [Signature] CFO  
(Name & Title)

Indemnity National Insurance Company  
SURETY

Witness: [Signature]  
Karen A. OConnell

By: [Signature]  
Martin Moss, Attorney-In-Fact

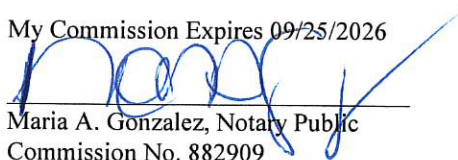
State of Illinois }  
                              } ss.

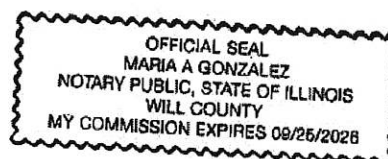
County of DuPage }

On September 3, 2025, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Martin Moss known to me to be Attorney-in-Fact of Indemnity National Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 09/25/2026

  
\_\_\_\_\_  
Maria A. Gonzalez, Notary Public  
Commission No. 882909



## Indemnity National Insurance Company

238 Bedford Way  
Franklin, TN 37064

## Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that Indemnity National Insurance Company, a Mississippi corporation, (hereinafter the "Company"), does hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, and Martin Moss\*\*\*\*\* of HUB International Limited\*\*\*\*\* to be its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, seal, and execute on its behalf surety bonds or undertakings and other documents of a similar nature issued in the course of its business up to a penal sum not to exceed Ten million dollars (\$10,000,000.00)\*\*\*\*\* each, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company.

This appointment is made under and executed pursuant to and by authority of the following Minutes of Special Actions Taken by Written Consent of the Board of Directors, which is now in full force and effect:

Authorization to Appoint Attorneys-in-Fact and the Use of Facsimile Signatures and Facsimile Seals for the Purpose of Issuing Bonds:

RESOLVED: That the president or any vice president may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds and related obligatory certificates and documents; and any one of said officers may remove any such attorney-in-fact or agent and revoke any power previously granted to such person, whether or not such officer appointed the attorney-in-fact or agent.

RESOLVED: That any bonds and related obligatory certificates and documents shall be valid and binding upon the Company,

- (i) when signed by the president, or any vice president, and sealed with the Company seal; or
- (ii) when duly executed and sealed with the Company seal by one or more attorneys-in-fact or agents pursuant to and within the limits of authority evidenced by the power of attorney issued by the Company to such person or persons a certified copy of which power of attorney must be attached thereto in order for such obligation to be binding upon the Company.

RESOLVED: That the signature of any authorized officer and the seal of the Company may be affixed to any power of attorney or certification thereof authorizing the execution and delivery of any bonds and related obligatory certificates and documents of the Company and such signature and seal then so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Indemnity National Insurance Company has been affixed thereto in Lexington, Kentucky this 20th day of August, 2021.



Indemnity National Insurance Company

By Thomas F. Elkins  
Thomas F. Elkins, President

State of Kentucky  
County of Fayette

On this 20th day of August, 2021, before me, a Notary Public, personally came Thomas F. Elkins, to me known, and acknowledged that he is President of Indemnity National Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Indemnity National Insurance Company thereto with the authority and at the direction of said corporation.



By Deborah A. Murphy  
Notary Public

My Commission Expires 09/26/2025

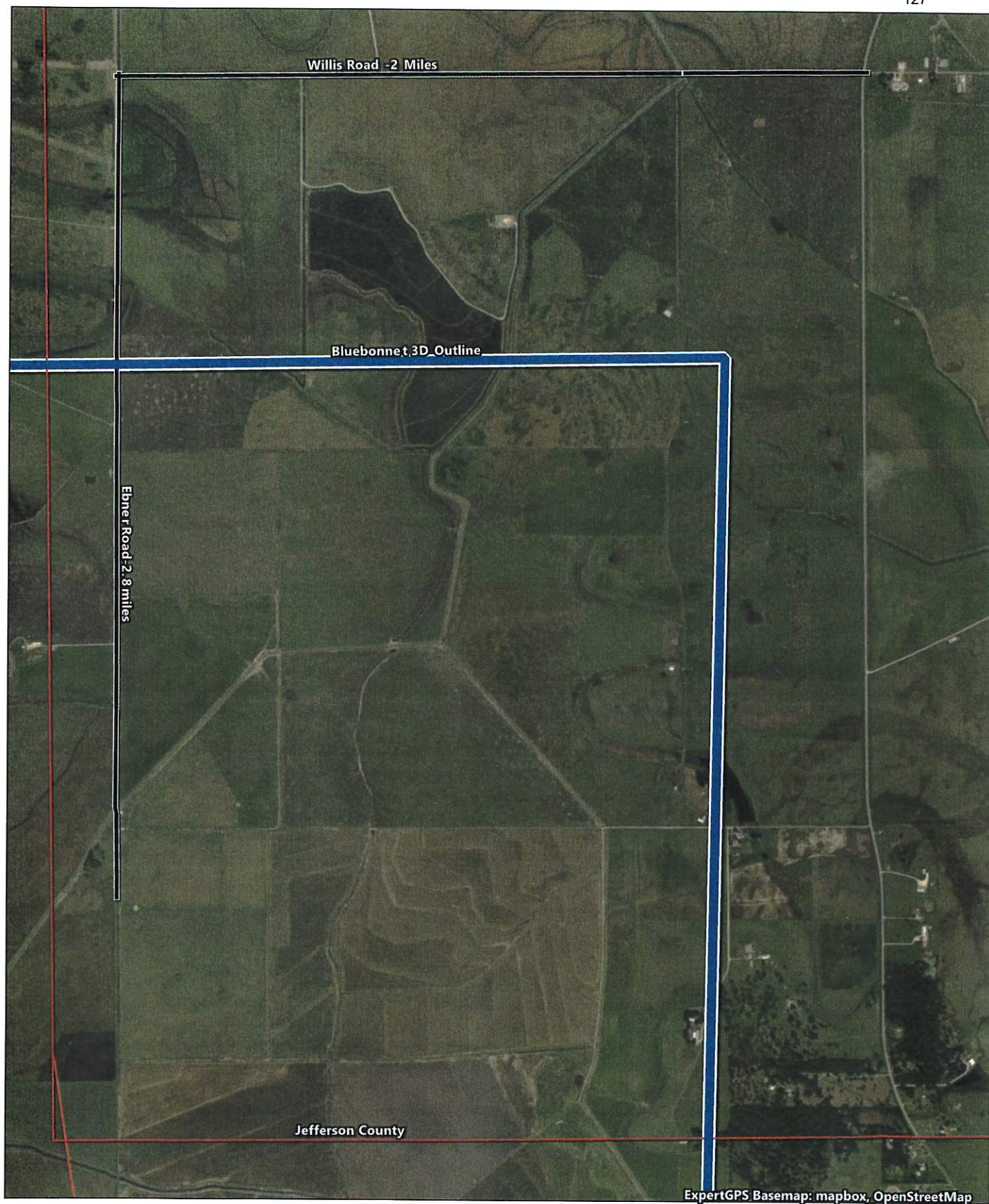
**CERTIFICATE**

I, James E. Hart, Secretary of Indemnity National Insurance Company, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that the Minutes of Special Actions Taken by Written Consent of the Board of Directors are now in full force and effect.

IN TESTIMONY WHEREOF I have subscribed my name and affixed the seal of said Company. Dated this 3rd day of September, 2025.



By James E. Hart  
James E. Hart, Secretary





STATE OF TEXAS  
COUNTY OF JEFFERSON

COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS

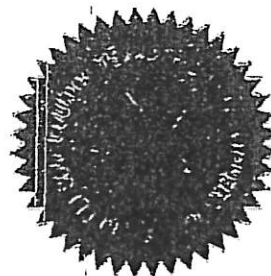
AN ORDER REGARDING ROAD USE IN  
JEFFERSON COUNTY

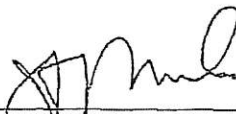
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that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

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

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

Signed this 26 day of August, 2013



  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge

STATE OF TEXAS           §  
                                      §  
 COUNTY OF JEFFERSON   §

**ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY  
 AND PARAGON GEOPHYSICAL**

WHEREAS Paragon Geophysical (hereinafter "Company") intends to conduct Geophysical Operations in Jefferson County [describe operation], (hereinafter the "Project") at a site located on Willis Road and Ebner Road (county road name) Located in Precinct No. 1; and

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

1. County Road           Willis Road  
 2. County Road           Ebner Road       ; and

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

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

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

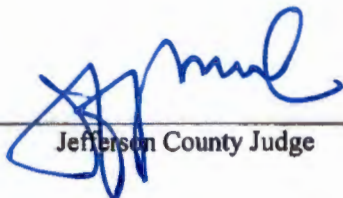
WHEREAS the Company and County hereby agree and contract as follows:

1. Company may utilize County road Willis Road and County road Ebner Road for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of September 22, 2025 to a termination date of December 31, 2025. The Project time period may be extended only by written agreement of the county after not less than five (5) day's notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement, or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across bridge located north of the intersection of County [road name: Willis

Road] and County [2<sup>nd</sup> road name: Ebner Road] for additional support.

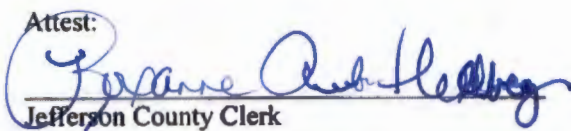
4. Company shall provide a surety bond in the sum of [\$ 550,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County commissioner or Road Superintendent for Precinct No. 1 of Jefferson County, Texas before transporting any equipment on County [road name: Willis Road] and County [2<sup>nd</sup> road name: Ebner Road] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 30 day of September, 2025

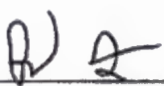
  
\_\_\_\_\_  
Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 30 day of September, 2025

Attest:

  
\_\_\_\_\_  
Jefferson County Clerk



  
\_\_\_\_\_  
Bruce Fulker  
Authorized Agent for Paragon Geophysical Service

THE STATE OF ARKANSAS           §  
                                                   §  
 COUNTY OF WASHINGTON           §

I, Rebekah Lawson, a notary public, do hereby certify that on this 19<sup>th</sup> day of September, personally appeared before me Bruce Fulker, being by me first duly sworn, declared that he is the Authorized Agent of Paragon Geophysical Services and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO A SUBSCRIBED before me on this 19<sup>th</sup> day of September, 2025.

*Rebekah Lawson*  
 Notary Public, State of Arkansas  
09-01-2033  
 My commission expires



## Exhibit 1

## Estimate of Cost:

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

## Anticipated cost of Repair:

Repeat for each Road: [1<sup>st</sup> road name]

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

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

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

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

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

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

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

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

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

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

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

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

Total for [1<sup>st</sup> road name] \$ \_\_\_\_\_

See Attached Rate Sheets



# JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, County Purchasing Agent*

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

## CURRENT PRICING

IFB 19-056/YS

Term Contract for Gray Limestone (Commonly Referred to as 610 Base) for Jefferson County

Awarded: November 19, 2019

Renewal 1: 11/18/2020-11/17/2021

Renewal 2: 11/16/2021 – 11/15/2022

Renewal 3: 11/15/2022 – 11/14/2023

Renewal 4: 11/14/2023 – 11/13/2023

Extension : 11/13/2024 – 01/12/2025

updated: 10/15/2024

|                                                                      | Gulf Coast, a CRH Company  |                                    | Knife River Corporation - South |                        |
|----------------------------------------------------------------------|----------------------------|------------------------------------|---------------------------------|------------------------|
| A. Gray Limestone Base - delivered from vendor's hopper to job site. | Price per ton, tandem dump | Price per ton, trailer             | Price per ton, tandem dump      | Price per ton, trailer |
| 1. 1 - 10 miles                                                      | \$36.75 \$50.00<br>\$60.00 | \$36.75 \$50.00<br>\$60.00 \$70.00 |                                 | No Bid                 |
| 2. 11 – 20 miles                                                     | \$39.45 \$52.00<br>\$62.00 | \$36.75 \$52.00<br>\$62.00 \$72.00 |                                 | No Bid                 |
| 3. 21 – 30 miles                                                     | \$42.60 \$54.00<br>\$64.00 | \$37.75 \$54.00<br>\$64.00 \$74.00 |                                 | No Bid                 |
| 4. 31 + miles                                                        | \$44.95 \$57.00<br>\$67.00 | \$39.75 \$57.00<br>\$67.00 \$77.00 |                                 | No Bid                 |

|                           | Gulf Coast, a CRH Company |                                    | Knife River Corporation – South |                    |
|---------------------------|---------------------------|------------------------------------|---------------------------------|--------------------|
| B. Hopper Pick Up         | Address                   | Price per ton                      | Address                         | Price per ton      |
| Location                  |                           |                                    |                                 |                    |
| 1. Beaumont               | 860 Pine Street           | \$31.75 \$42.00<br>\$50.00 \$58.00 |                                 |                    |
| 2. Port Neches            |                           |                                    |                                 |                    |
| 3. Port Arthur            |                           |                                    |                                 |                    |
| 4. Other                  |                           |                                    | Bridge City                     | \$38.00<br>\$45.00 |
| 5. Other                  |                           |                                    |                                 |                    |
| Hours of Hopper Operation | Mon-Fri, 7am - 4 pm       |                                    |                                 |                    |
| Loose weight in lbs/cy    | 2500 lbs/cy               |                                    |                                 |                    |

Gulf Coast, a CRH Company

PO Box 20779

Beaumont TX 77720

attn: Jeremy Hemmings

[jeremy.hemmings@texasmaterials.com](mailto:jeremy.hemmings@texasmaterials.com)

ph: 409-718-8082

~~Knife River Corporation – South~~

~~PO Box 20257~~

~~Beaumont TX 77720~~

~~attn: Toby C. Burns~~

~~[toby.burns@kniferiver.com](mailto:toby.burns@kniferiver.com)~~

~~ph: 409-842-9393~~



## JEFFERSON COUNTY PURCHASING DEPARTMENT

*Deborah L. Clark, County Purchasing Agent*

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

### Current Pricing

IFB 24-050/CG

Term Contract for Liquid Soil Stabilizer for Jefferson County

Awarded: Tuesday, December 3, 2024

|                                            | <b>Base Seal International</b>                                                                                                                       |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Price Per Gallon                           | \$25.00                                                                                                                                              |
| Drum Size                                  | 55 gallons                                                                                                                                           |
| Dilution Rate                              | Dilution rate is approximately 32 to 1, water to product, and is necessary to achieve optimum moisture content of the soil mixture being stabilized. |
| Coverage Rate<br>Linear Feet Per<br>Gallon | 23.5                                                                                                                                                 |
| <b>Total:</b>                              | <b>\$1,375.00 per 55 gal drum</b>                                                                                                                    |

Base-Seal International, Inc.  
 9107 Hudson Court  
 Houston TX 77024  
 attn: Carol and Danny Bowers  
[base-seal@att.net](mailto:base-seal@att.net)  
 ph: 281-497-7743  
 fx: 855-311-8604

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

Renewal 1: 08/01/2023 – 07/31/2024  
 Renewal 2: 07/31/2024 – 07/30/2025

Updated: August 1, 2024

| <b>I. Asphalt Products – Direct Pick Up at Vendor's Asphalt Storage/Production Facility</b> |                                  |                                                 |
|---------------------------------------------------------------------------------------------|----------------------------------|-------------------------------------------------|
|                                                                                             | 1. Grade CRS-2 Emulsion          | \$2.80 Per gallon                               |
|                                                                                             | 2. Grade SS-1                    | \$ 2.80 Per gallon                              |
|                                                                                             | 3. Grade AE-P                    | \$3.25 Per Gallon                               |
|                                                                                             | Vendor's Shipping Point Address: | 100112 East Pt. Neches, Pt. Neches, TX<br>77654 |
|                                                                                             | Hours of Hopper Operation:       | 7:00 am – 4:00 pm                               |

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

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

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

Current Pricing  
(IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County  
Awarded: November 14, 2023  
Renewal 1: 11/13/2024 to 11/12/2025

Updated 12/3/2024

**1. Rock Asphalt Item 302 - Truck Delivery**

| Description                                                     |                                                                    | Location     |                  |               |                  |               |               |               |                 |
|-----------------------------------------------------------------|--------------------------------------------------------------------|--------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|
| A.                                                              | Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:  | 205 Hwy 90   | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |
|                                                                 | Item 302 Type B Grade 3, Non-Lightweight                           | No Bid       | No Bid           | No Bid        | No Bid           | No Bid        | No Bid        | No Bid        | No Bid          |
|                                                                 | 2. Item 302 Type B Grade 4                                         | No Bid       | No Bid           | No Bid        | No Bid           | No Bid        | No Bid        | No Bid        | No Bid          |
|                                                                 | 3. Item 302 Type B Grade 4S                                        | No Bid       | No Bid           | No Bid        | No Bid           | No Bid        | No Bid        | No Bid        | No Bid          |
| Vulcan Construction Materials * Item B1 is not Non-Lightweight. |                                                                    |              |                  |               |                  |               |               |               |                 |
| B.                                                              | Precoated Limestone Rock Asphalt Aggregate for Surface Treatments: | 205 Hwy 90   | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |
|                                                                 | 1. Item 302 Type B Grade 3, Non-Lightweight                        | \$120.08/ton | \$132.08/ton     | \$129.20/ton  | \$132.56/ton     | \$126.80/ton  | \$129.20/ton  | \$129.20/ton  | \$131.60/ton    |
|                                                                 | 2. Item 302 Type PB Grade 4                                        | \$120.08/ton | \$132.08/ton     | \$129.20/ton  | \$132.56/ton     | \$126.80/ton  | \$129.20/ton  | \$129.20/ton  | \$131.60/ton    |
|                                                                 | 3. Item 302 Type PB Grade 4S                                       | \$120.08/ton | \$132.08/ton     | \$129.20/ton  | \$132.56/ton     | \$126.80/ton  | \$129.20/ton  | \$129.20/ton  | \$131.60/ton    |

**2. Rock Asphalt Item 302- Railroad Delivery**

| Description                                                                              |                                                                    | Location     |                  |               |                  |               |               |               |                 |
|------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|
| A.                                                                                       | Uncoated Limestone Rock Asphalt Aggregate for Surface Treatments:  | 205 Hwy 90   | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |
|                                                                                          | 1. Item 302 Type B Grade 3, Non-Lightweight                        | No Bid       | No Bid           | No Bid        | No Bid           | No Bid        | No Bid        | No Bid        | No Bid          |
|                                                                                          | 2. Item 302 Type B Grade 4                                         | No Bid       | No Bid           | No Bid        | No Bid           | No Bid        | No Bid        | No Bid        | No Bid          |
|                                                                                          | 3. Item 302 Type B Grade 4S                                        | No Bid       | No Bid           | No Bid        | No Bid           | No Bid        | No Bid        | No Bid        | No Bid          |
| Vulcan Construction Materials * Item B1 is not Non-Lightweight. Minimum order 4,000 tons |                                                                    |              |                  |               |                  |               |               |               |                 |
| B.                                                                                       | Precoated Limestone Rock Asphalt Aggregate for Surface Treatments: | 205 Hwy 90   | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |
|                                                                                          | 1. Item 302 Type B Grade 3, Non-Lightweight                        | \$110.66/ton | \$110.66/ton     | \$110.66/ton  | \$110.66/ton     | \$110.66/ton  | \$110.66/ton  | \$110.66/ton  | \$110.66/ton    |
|                                                                                          | 2. Item 302 Type PB Grade 4                                        | \$110.66/ton | \$110.66/ton     | \$110.66/ton  | \$110.66/ton     | \$110.66/ton  | \$110.66/ton  | \$110.66/ton  | \$110.66/ton    |
|                                                                                          | 3. Item 302 Type PB Grade 4S                                       | \$110.66/ton | \$110.66/ton     | \$110.66/ton  | \$110.66/ton     | \$110.66/ton  | \$110.66/ton  | \$110.66/ton  | \$110.66/ton    |

**4. Flexible Base, Item 247 Type D Grade 1-2, Crushed Concrete (Minimum P.I. 4 - Maximum P.I. 10)**

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

| A. Delivery to Job Site. |               | Modern Concrete & Materials, LLC |             |
|--------------------------|---------------|----------------------------------|-------------|
|                          |               | Vehicle Type                     |             |
| Distance                 |               | Tandem Dump                      | Trailer     |
| 1.                       | 1 - 10 Miles  | \$38.00/ton                      | \$38.00/ton |
| 2.                       | 11 - 20 Miles | \$39.00/ton                      | \$39.00/ton |
| 3.                       | 21 - 30 Miles | \$43.00/ton                      | \$43.00/ton |
| 4.                       | 31+ Miles     | \$45.00/ton                      | \$45.00/ton |

| Modern Concrete & Materials, LLC |             |                  |               |                  |               |               |               |                 |
|----------------------------------|-------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|
| B. Delivery to Storage Yard      | 205 Hwy 90  | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |
| Tanden Dump                      | \$40.00/ton | \$40.00/ton      | \$40.00/ton   | \$40.00/ton      | \$40.00/ton   | \$40.00/ton   | \$40.00/ton   | \$40.00/ton     |
| Trailer                          | \$40.00/ton | \$40.00/ton      | \$40.00/ton   | \$40.00/ton      | \$40.00/ton   | \$40.00/ton   | \$40.00/ton   | \$40.00/ton     |

| Modern Concrete & Materials, LLC |             |                  |                           |
|----------------------------------|-------------|------------------|---------------------------|
| C. Hopper Pick-Up                | Location    | Address          | Prices F.O.B. for Pick-Up |
| 1.                               | Beaumont    | 6016 MLK Parkway | 7:00 am - 5:00 pm         |
| 2.                               | Port Neches | No Bid           | No Bid                    |
| 3.                               | Port Arthur | No Bid           | No Bid                    |
| 4.                               | Other       | No Bid           | No Bid                    |
| 5.                               | Other       | No Bid           | No Bid                    |

**6. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)**

Truck Delivery - Prices F.O.B. delivered with freight prepaid and allowed by type of equipment indicated. Material shall be delivered from vendor's closest location to job site or storage yard.

| A. Delivery to Job Site |               | Texas Materials |               |
|-------------------------|---------------|-----------------|---------------|
|                         |               | Vehicle Type    |               |
| Distance                |               | Tandem Dump     | Trailer       |
| 1.                      | 1 - 10 Miles  | \$132.00/ton    | \$132.00/ton  |
| 2.                      | 11 - 20 Miles | \$134.00/ton    | \$134.00/ton  |
| 3.                      | 21 - 30 Miles | \$137.00/ton    | \$137.00/ton  |
| 4.                      | 31+ Miles     | \$143.00/ ton   | \$143.00/ ton |

| Texas Materials             |              |                  |               |                  |               |               |               |                 |
|-----------------------------|--------------|------------------|---------------|------------------|---------------|---------------|---------------|-----------------|
| B. Delivery to Storage Yard | 205 Hwy 90   | 9550 Viterbo Rd. | 12911 Hwy 365 | 7759 Viterbo Rd. | 24420 Hwy 124 | 9059 Boyt Rd. | 7780 Boyt Rd. | 2202 Hebert Rd. |
| Tanden Dump                 | \$135.00/ton | \$135.00/ton     | \$135.00/ton  | \$135.00/ton     | \$137.00/ton  | \$135.00/ton  | \$135.00/ton  | \$135.00/ton    |
| Trailer                     | \$135.00/ton | \$135.00/ton     | \$135.00/ton  | \$135.00/ton     | \$137.00/ton  | \$135.00/ton  | \$135.00/ton  | \$135.00/ton    |

| C. Hopper Pick-Up |             |                 |                           |                           | Texas Materials |  |  |
|-------------------|-------------|-----------------|---------------------------|---------------------------|-----------------|--|--|
| Location          |             | Address         | Hours of Hopper Operation | Prices F.O.B. for Pick-Up |                 |  |  |
| 1.                | Beaumont    | 860 Pine Street | 7:00 am - 4:00 pm         | \$123.00/ton              |                 |  |  |
| 2.                | Port Neches | No Bid          | No Bid                    | No Bid                    |                 |  |  |
| 3.                | Port Arthur | No Bid          | No Bid                    | No Bid                    |                 |  |  |
| 4.                | Other       | No Bid          | No Bid                    | No Bid                    |                 |  |  |
| 5.                | Other       | No Bid          | No Bid                    | No Bid                    |                 |  |  |

**8. Cement Stabilized Base, Item 276 (Plant Mixed) Crushed Limestone**

**Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.**

| A. Delivered to Job Site |             | Modern Concrete & Materials, LLC |             |             |             |
|--------------------------|-------------|----------------------------------|-------------|-------------|-------------|
|                          |             | Description                      |             |             |             |
| Distance                 |             | 1 1/2 sack/ton                   | 2 sack/ton  | 3 sack/ton  | 4 sack/ton  |
| 1.                       | 1-10 Miles  | \$54.50/ton                      | \$59.50/ton | \$68.00/ton | \$75.50/ton |
| 2.                       | 11-20 Miles | \$55.50/ton                      | \$60.50/ton | \$69.00/ton | \$76.50/ton |
| 3.                       | 21-30 Miles | \$59.50/ton                      | \$64.50/ton | \$73.00/ton | \$80.50/ton |
| 4.                       | 31+ Miles   | \$61.50/ton                      | \$66.50/ton | \$75.00/ton | \$82.50/ton |

| B. Hopper Pick Up |             | Modern Concrete & Materials, LLC |                    |                |             |             |             |
|-------------------|-------------|----------------------------------|--------------------|----------------|-------------|-------------|-------------|
|                   |             | Address                          | Hours of Operation | 1 1/2 sack/ton | 2 sack/ton  | 3 sack/ton  | 4 sack/ton  |
| 1.                | Beaumont    | 2120 N. 7th St.                  | 7:00 am- 5:00 pm   | \$49.50/ton    | \$54.50/ton | \$63.00/ton | \$70.50/ton |
| 2.                | Port Neches | No Bid                           | No Bid             | No Bid         | No Bid      | No Bid      | No Bid      |
| 3.                | Port Arthur | No Bid                           | No Bid             | No Bid         | No Bid      | No Bid      | No Bid      |
| 4.                | Other       | No Bid                           | No Bid             | No Bid         | No Bid      | No Bid      | No Bid      |
| 5.                | Other       | No Bid                           | No Bid             | No Bid         | No Bid      | No Bid      | No Bid      |

**10. Cement Stabilized Sand, Item 400, Plant Mixed**

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

| A. Delivered to Job Site |  | Modern Concrete & Materials, LLC |             |             |             |
|--------------------------|--|----------------------------------|-------------|-------------|-------------|
|                          |  | Description                      |             |             |             |
| Distance                 |  | 1 1/2 sack/ton                   | 2 sack/ton  | 3 sack/ton  | 4 sack/ton  |
| 1. 1-10 Miles            |  | \$40.00/ton                      | \$45.00/ton | \$52.50/ton | \$60.50/ton |
| 2. 11-20 Miles           |  | \$41.00/ton                      | \$46.00/ton | \$53.50/ton | \$61.50/ton |
| 3. 21-30 Miles           |  | \$45.00/ton                      | \$50.00/ton | \$57.50/ton | \$65.50/ton |
| 4. 31+ Miles             |  | \$47.00/ton                      | \$52.00/ton | \$59.50/ton | \$67.50/ton |

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

| B. Hopper Pick up |  | Modern Concrete & Materials, LLC   |                    |                |             |             |             |
|-------------------|--|------------------------------------|--------------------|----------------|-------------|-------------|-------------|
|                   |  | Address                            | Hours of Operation | 1 1/2 sack/ton | 2 sack/ton  | 3 sack/ton  | 4 sack/ton  |
| 1. Beaumont       |  | 2120 N. 7th St/ 6025 Highland Ave. | 7:00 am- 5:00 pm   | \$35.00/ton    | \$40.00/ton | \$47.50/ton | \$55.50/ton |
| 2. Port Neches    |  | No Bid                             | No Bid             | No Bid         | No Bid      | No Bid      | No Bid      |
| 3. Port Arthur    |  | No Bid                             | No Bid             | No Bid         | No Bid      | No Bid      | No Bid      |
| 4. Other          |  | No Bid                             | No Bid             | No Bid         | No Bid      | No Bid      | No Bid      |
| 5. Other          |  | No Bid                             | No Bid             | No Bid         | No Bid      | No Bid      | No Bid      |

**11. Flowable Backfill, Item 401**

Truck Delivery - Prices F.O.B. delivered with freight prepaid. Material shall be delivered from vendor's closest location to job site.

|                  |  | Martin Marietta Materials |
|------------------|--|---------------------------|
| Distance         |  | Cost                      |
| 1. 1 - 10 Miles  |  | \$116.00/C.Y.             |
| 2. 11 - 20 Miles |  | \$116.00/C.Y.             |
| 3. 21 - 30 Miles |  | \$116.00/C.Y.             |
| 4. 31+ Miles     |  | \$116.00/C.Y.             |

**Modern Concrete & Materials, LLC**

P.O. Box 21557  
Beaumont, TX 77720  
Attn: Trent Almond  
Phone: (409) 840-2080  
[talmond@modernconcretetx.com](mailto:talmond@modernconcretetx.com)  
[jfrederick@modernconcretetx.com](mailto:jfrederick@modernconcretetx.com)

**Vulcan Construction Materials, LLC**

P.O. Box 791550  
San Antonio, TX 78279  
Attn: Melanie Manrique  
Phone: (210) 965-0448  
[manriquem@vmcmail.com](mailto:manriquem@vmcmail.com)

**Texas Materials, a CRH Company**

12907 US Highway 90  
Beaumont, TX 77713  
Attn: Jeremy Hemmings  
Phone (409) 718-8082  
[jeremy.hemmings@texasmaterials.com](mailto:jeremy.hemmings@texasmaterials.com)

**Martin Marietta Materials, LLC**

5675 Fannett Road  
Beaumont, TX 77705  
Attn: Bill Kelley  
Phone (409) 835-4933  
[william.kelley@martinmarietta.com](mailto:william.kelley@martinmarietta.com)

**Waller County Asphalt, Inc.**

22010 Fairgrounds Rd.  
Hempstead, TX 77445  
Attn: Kyle Dawson  
Phone: (979) 826-7075  
[info@wcasphalt.com](mailto:info@wcasphalt.com)

**Current Pricing****IFB 21-003/YS****Term Contract for Limestone Rock Asphalt for Jefferson County****Awarded: March 2, 2021****Renewal 1: 3/01/22 to 2/28/23****Renewal 2: 02/28/23 to 02/27/24****Renewal 3: 02/27/24 to 02/26/25****Updated 02/23/2024**

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

Vulcan Construction Materials, LLC

PO Box 791550

San Antonio TX 78279

attn: Julia Farrar

[Farrarj@vmcmail.com](mailto:Farrarj@vmcmail.com)

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

# Jefferson County's Overweight Policy

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COUNTY OF JEFFERSON §

STATE OF TEXAS §

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 23<sup>rd</sup> day of August, 1999, on motion made by Jimmie P. Cokinos, Commissioner of Precinct No. 1, and seconded by Waymon D. Hallmark, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, a public hearing was held on the 9<sup>th</sup> day of August, 1999 at 10:00 A.M. in the Jefferson County Commissioners' Courtroom, 4<sup>th</sup> Floor, Jefferson County Courthouse, Beaumont, Texas to discuss the establishment of maximum load limits for all county roads in Jefferson County, and

WHEREAS, notice of said public hearing was published in a newspaper with county wide circulation one time, giving at least seven (7) days but not more than thirty (30) days notice of said hearing as required by Section 251.152, Transportation Code.

It is therefore RESOLVED and ORDERED that the following weight limitations be and hereby are established for all vehicular traffic on county roads pursuant to and in accordance with the county's authority under Section 621.301, Transportation Code.

(a) A vehicle or combination of vehicles may not be operated over or on a county road if the vehicle or combination exceeds the maximum weight of load as specified in Section 621.101, Transportation Code, to wit:

(1) an axle that carries a load heavier than:

- A. 16,000 pounds on high-pressure tires; or
- B. 20,000 pounds on low-pressure tires, including all enforcement tolerances as established in the Transportation Code.

(2) a tandem axle weight heavier than 34,000 pounds, including all enforcement tolerances as established in the Transportation Code.

(3) an overall gross weight on a group of two or more consecutive axles heavier than the weight computed using the following formula and rounding the result to the nearest 500 pounds:

$$W = 500((LN/(N - 1)) + 12N + 36)$$

Where:

"W" is maximum overall gross weight on the group;

"L" is distance in feet between the axles of the group that are the farthest apart; and

"N" is number of axles in the group;

(4) a weight heavier than:

- A. 600 pounds for each inch of tire width concentrated on the surface of the highway on a wheel using high-pressure tires; or
- B. 650 pounds for each inch of tire width concentrated on the surface of the highway on a wheel using low-pressure tires; or

(5) a wheel that carries a load heavier than:

- A. 8,000 pounds on high-pressure tires; or
- B. 10,000 pounds on low-pressure tires.

(b) Notwithstanding Subsection (a)(3), two consecutive sets of tandem axles may carry a gross load of not more than 34,000 pounds each if the overall distance between the first and last axles of the consecutive sets is 36 feet or more. The overall gross weight on a group of two or more consecutive axles may not be heavier than 80,000 pounds, including all enforcement tolerances as established in the Transportation Code.

(c) For the purposes of this ORDER, the load carried on an axle is the total load transmitted to the road by all wheels the centers of which can be included between two parallel transverse vertical planes 40 inches apart, extending across the full width of the vehicle.

Notwithstanding any other provision of this Resolution, the following roads are excluded from the Resolution and are limited to the gross weight limits as indicated:

Hillebrant Road from Humble Road to Hwy. 365 – in Precinct No. 4 and 2. – 10,000 pounds.

Labelle Road from Steinhagen Road to Hwy. 365 – in Precinct No. 4 and 2 – 32,000 pounds.

Keith Rd. from Hwy. 105 to Calder – in Precinct No. 1 – 32,000 pounds.

Walden Rd. from Major Dr. to South Pine Island – in Precinct No. 1 – 32,000 pounds.

South Pine Island to Hwy. 90 – in Precinct No. 1 – 32,000 pounds

Tram Rd. from Hwy. 105 to County Line - in Precinct No. 1 – 32,000 pounds

Tolivar Canal Rd. – in Precinct No. 1 – 32,000 pounds

Gentry Road – from Reins Road to Dishman – in Precinct No. 1 – 32,000 pounds

Grayburg Road – from FM 362 to Highway 90 – in Precinct No. 1 – 32,000 pounds

Moore Road – from Reins Road to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds

Dishman Road – from Major Drive to Reins Road – in Precinct No. 1 – 32,000 pounds

Westbury – from Broadway to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds

Reins Road – from Highway 105 to Moore Road – in Precinct No. 1 – 32,000 pounds

Aggie Drive – from Old Sour Lake Road to Highway 90 – in Precinct No. 1 – 32,000 pounds

Old Sour Lake Road – from Calder Avenue to Bayou – in Precinct No. 1 – 32,000 pounds

Broadway – from Highway 90 to North China Road – in Precinct No. 1 – 32,000 pounds

Broadway – from Highway 90 to South China Road – in Precinct No. 1 – 32,000 pounds

South China to County Line – in Precinct No. 1 – 32,000 pounds

North China Road to Old Sour Lake Road – in Precinct No. 1 – 32,000 pounds

Labelle Rd. from Hwy. 73 North to Burrell Wingate Rd.- in Precinct No. 2- 24,000 pounds.

Jap Rd. from Patterson Rd. South to Hwy. 73- in precinct No. 2 – 28,000 pounds.

Craigen Rd. from Clark Refining entrance east to Paterson Rd.- in Precinct No. 2 –32,000 pounds.

Wilber Rd. from New Park Industries entrance South to East Hamshire Rd. – in Precinct 2 and 3 - 32,000 pounds.

Santa Fe Trail – in Precinct No. 3 – 32,000 pounds.

Mesa lane – in Precinct No. 3 – 32,000 pounds.

Mustang Trail – in Precinct No. 3 – 32,000 pounds.

Sandy Lane – from FM 365 to Dead End in Precinct No. 3 – 32,000 pounds

Southfork Dr. – in Precinct No. 3 – 32,000 pounds

Azlea Drive – Precinct No. 3 – 32,000 pounds

Oleander Ave. – Precinct No. 3 – 32,000 pounds

Orchid Ave. – Precinct No. 3 – 32,000 pounds

Camellia Dr. – Precinct No. 3 – 32,000 pounds

Magnolia Dr. – Precinct No. 3 – 32,000 pounds

Holly Ave. – Precinct No 3 – 32,000 pounds

Coon Road – Precinct No. 3 – 32,000 pounds

Gordon Road – Precinct No 3 – 32,000 pounds

Gordon Road – Precinct No. 3 – 32,000 pounds

Glen Road – Precinct No. 3 – 32,000 pounds  
East Hamshire Rd. – Precinct No. 3 – 32,000 pounds  
North Wilber Rd. – Precinct No. 3 – 32,000 pounds  
Bayou Trace – Precinct No. 3 – 32,000 pounds  
Cyress Lane – Precinct No. 3 – 32,000 pounds  
Wise Road – Precinct No. 3 – 32,000 pounds  
Maverick Lane – Precinct No. 3 – 32,000 pounds  
Marsh Road – Precinct No. 3 – 32,000 pounds  
McCall Road – Precinct No. 3 – 32,000 pounds  
League Road – Precinct No. 3 – 32,000 pounds  
Alamo Street – Precinct No. 3 – 32,000 pounds  
2<sup>nd</sup> Street – Precinct No. 3. – 32,000 pounds  
Main Street – Precinct No. – 32,000 pounds  
San Jacinto - Precinct No. 3 – 32,000 pounds  
Hall Road – Precinct No. 3 – 32,000 pounds  
Fig Plant Rd. – Precinct No. 3 – 32,000 pounds  
Powers Road – Precinct No. 3 – 32,000 pounds  
West Powers Rd. – Precinct No. 3 – 32,000 pounds  
Martin Street – Precinct No. 3 – 32,000 pounds  
Glory Road – Precinct No. 3 – 32,000 pounds  
Old Big Hill Rd. – Precinct No. 3 – 32,000 pounds  
Wilford Road – Precinct No. 3 – 32,000 pounds  
Clifton Ave. – Precinct No. 3 – 32,000 pounds  
Jackie road – Precinct No. 3 – 32,000 pounds  
Dell Dale Ave – Precinct No. 3 – 32,000 pounds  
Ward Circle – Precinct No. 3 – 32,000 pounds  
Bergeron Drive – Precinct No. 3 – 32,000 pounds

Sandell Drive – Precinct No. 3 – 32,000 pounds

Horton Drive – Precinct No. 3 – 32,000 pounds

Buccaneer Road – Precinct No. 3 – 32,000 pounds

Heckaman Loop – Precinct No. 3 – 32,000 pounds

French Village – Precinct No. 3 – 32,000 pounds

Gallier Road – Precinct No. 3 – 32,000 pounds

Hamshire Rd from Hwy 124 to IH-10 – Precinct No. 3 – 32,000 pounds

Rollins Rd from Englin Rd. to Hwy 124 – Precinct No. 3 – 32,000 pounds

Kiker Rd. from Hwy 124 to Hwy 73 – Precinct No. 3 – 32,000 pounds

Brush Island from Hampshire Rd. to Rollins Rd.-Precinct No. 32,000 pounds

It is further RESOLVED and ORDERED that any vehicular traffic exceeding any of the foregoing weight limits be and hereby is divided into two categories:

**CATEGORY 1: OVERWEIGHT VEHICLES** – Vehicles exceeding any of the foregoing weight limits but which does not exceed 100,000 pounds in overall gross weight on a group of two or more consecutive axles.

**CATEGORY 2: SUPERHEAVY VEHICLES** – Vehicles exceeding any of the foregoing weight limits with an overall gross weight on a group of two or more consecutive axles exceeding 100,000 pounds.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 1 and not possessing a valid State permit for overweight vehicles must first notify the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate and then obtain a permit from the Jefferson County Engineer. The initial permit granted by the County Engineer shall be valid for a period of ninety (90) days from the date of its issuance. During this ninety (90) day period it shall be the duty of anyone desiring to operate overweight vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of an overweight vehicle may be required by the Commissioner's Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the State or County permit. The granting of permits under this provision shall be in accordance with Section 623.018, Transportation Code.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 2 and not possessing a valid state permit for overweight vehicles will be allowed to operate on county roads after notifying the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate, and after obtaining a Category 2 overweight permit from the County Engineer. The initial permit granted by the County Engineer shall be valid for a ninety (90) day period; it shall be the duty of anyone desiring to operate superheavy vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of a superheavy vehicle may be required by the Commissioners' Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the County permit. The granting of

permits under this provision shall be in accordance with Section 623.018, Transportation Code. A \$200.00 fee shall be charged for Category 2 superheavy permits.

It is therefore RESOLVED and ORDERED that the following:

### **Who Must Apply**

Any person, company or corporation wishing to operate a motor vehicle, trailer, semitrailer, or combination of those vehicles, or a truck-tractor or combination of a truck-tractor and one or more other vehicles, that is in itself overweight, oversize or overlength, or while in the action of transporting a commodity, is overweight, oversize or overlength, on the roadways of Jefferson County, or in the opinion of the County Engineer could severely damage the roadway.

A maximum weight set under this resolution does not apply to a vehicle delivering groceries or farm products to a destination requiring travel over a road for which the maximum is set.

A maximum weight or load set under this policy becomes effective on a highway or road when appropriate signs giving notice of the maximum weight or load are erected on the highway or road under order of the Commissioners Court.

Any person, company or corporation in possession of a valid and current overweight vehicle permit issued by the State of Texas, as defined in the State of Texas' Transportation Code, section 623.011, "Permit For Excess Axle Or Gross Weight", is exempt from having to obtain an overweight vehicle permit from Jefferson County. Any person, company or corporation issued a state permit under the above section must provide copies of the issued permit and bonds provided to the state, along with the completed permit application to the address listed below under Application.

The permittee shall comply with all rules, regulations, principals and specifications herein contained and any others subsequently adopted by the Jefferson County Commissioners' Court prior to the issuance of the permit.

### **Application**

The permittee must complete seven (7) copies of the form herein contained, outlining in detail the purpose and route of the overweight vehicle. A plat of the project area identifying the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership.

A current USGS (United States Geological Survey) 7.5' Quad map with the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership will satisfy the plat requirements.

The completed application forms and maps must be returned to:

Jefferson County Engineering Department

1149 Pearl Street – 5<sup>th</sup> Floor

Beaumont, Texas 77701

## Changes and Alterations

Advance notification in writing will be required for any changes or alterations in the Overweight Vehicle Permit except in emergency situations where the safety of the public would be endangered.

In any such emergency, contact the County Engineer by phone (409) 835-8584 and inform him/her of the emergency situation and any proposed solution. As soon as practical, but no later than 48 hours after starting the emergency response, the permit holder shall notify the County Engineer in writing of the emergency response effected, in detail and the reason(s) immediate action was necessary.

## Time Limits

The permit holder is allowed ninety (90) days from the granting of the permit to complete operations. If the permit holder can not complete the work within the allowed time frame specified, the permit holder may re-apply. Any re-application must be completed prior to the expiration of the previously issued permit.

## Bonds

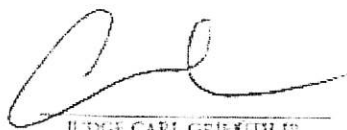
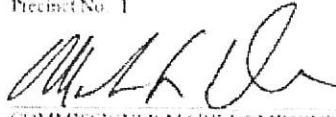
Permit holder shall have in force with Jefferson County a performance bond in the principal amounts of **\$10,000.00** for each roadway crossing and **\$100,000.00** per mile or fraction thereof or **\$25,000.00** per culvert crossing. The bond shall be payable to Jefferson County for the use and benefit of protecting against damage to Jefferson County's property.

The bond shall provide that it may not be cancelled, altered or otherwise modified without fifteen (15) days prior written notice to Jefferson County. The bond shall be good and in effect for the length of the permit or such time as operations may be reasonably expected to be in effect.

Violations of this order shall be adjudicated in accordance with Section 251.161, Transportation Code which provides that a violation of a County Weight Limit Order is a misdemeanor which will be punished by a fine not to exceed \$50.00 for the first offense; a fine not to exceed \$200.00 for the second offense; and for each subsequent offense a fine not to exceed \$500.00; confinement in the county jail for a period not to exceed 60 days; or both the fine and confinement.

This resolution supersedes and repeals the 1986 resolution of the Jefferson County Commissioners' Court concerning maximum weight limits for County roads, and shall be in full force and effect from the 23rd day of August, 1999.

PASSED this 23rd day of August, 1999.

  
JUDGE CARL GRIFFITH JR.  
  
COMMISSIONER JIMMIE P. CORNS  
Precinct No. 1  
  
COMMISSIONER WAYNE D. HALLMARK  
Precinct No. 3  
  
COMMISSIONER MARK DOMINGUE  
Precinct No. 2  
  
COMMISSIONER ED MOORE  
Precinct No. 4



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**[Download Overweight Vehicle Permit](#)**

**[Back to Engineering](#)**





# Resolution

STATE OF TEXAS

§

COMMISSIONERS'  
COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY,  
TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 14th day of June, 2010, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

## Resolution Concerning Overweight Trucks

**WHEREAS**, overweight trucks are causing extensive damage to Jefferson County roads and thereby causing our county taxpayers to absorb an unfair burden to repair that damage; and

**WHEREAS**, the Texas Senate Transportation and Homeland Security Committee has conducted hearings to consider requests by the transportation industry to increase weight permit limits from 84,000 to 97,000 pounds; and

**WHEREAS**, allowing an increase in current overweight truck permits would ignore the increased cost and safety issues resulting from the current overweight truck permits; and

**WHEREAS**, most of our <sup>county</sup> roads are normally designed for a 42,000-pound capacity and a single overweight truck is causing as much road damage as 10,000 automobiles; and

**WHEREAS**, the Jefferson County budget is grossly underfunded and any savings achieved by the transportation industry from an increase of overweight truck limits will be eclipsed by the cost to taxpayers to repair damage to our roads; and

**NOW THEREFORE**, be it resolved that the Commissioners' Court of Jefferson County, Texas urges all state elected officials to:

1. Abolish the statewide overweight truck permit;
2. To triple the fines for overweight vehicles; and
3. Allocate a portion of the motor fuel tax to Jefferson County for road repair and improvement.

SIGNED this 14th day of June, 2010.

JUDGE RONALD WALKER  
County Judge



Eddie Arnold  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

Michael S. Sinegal  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

Mark L. Domingue  
COMMISSIONER MARK L. DOMINGUE  
Precinct No. 2

Everette D. Alfred  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES  
FOR THE EDUCATION OF PHARMACY TECHNICIAN  
STUDENTS

Between

LAMAR INSTITUTE OF TECHNOLOGY

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

## CONTENT

- I. AGREEMENT
- II. LAMAR INSTITUTE of TECHNOLOGY
- III. CLINICAL AFFILIATE RESPONSIBILITY
- IV. TERMS OF AGREEMENT

**AFFILIATION AGREEMENT**  
between  
**LAMAR INSTITUTE OF TECHNOLOGY**  
and  
**JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT**

This AGREEMENT ("Agreement") is made and entered into by and between Lamar Institute of Technology, Beaumont, Texas by for and on behalf of the Department of Allied Health and Sciences ("College,") and Jefferson County Public Health Department ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of Pharmacy Technician students, the parties agree as follows:

**A. IT IS MUTUALLY AGREED BY THE COLLEGE AND CLINICAL AFFILIATE THAT:**

1. The educational program and curricula of the College is and shall be the responsibility of, and shall be carried out under the direction of personnel of the College.
2. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the College and student in such training.
3. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.
4. It is mutually agreed that clinical experiences for students enrolled in the pharmacy technician program of the College will be provided at the Clinical Affiliate and the College will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.
5. It is mutually agreed that College faculty will select and assign students for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The College shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the College will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.
6. It is mutually agreed that the College does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.
7. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the College and the Clinical Affiliate. The College shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The College will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.
8. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any or not reason without notice and without recourse by the student, Faculty or College.

9. It is mutually agreed that representatives of the College and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.
10. It is mutually agreed that the College will comply with all regulatory and accreditation agency standards.
11. In the event a student or College member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the student, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the College of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. The College will provide the Clinical Affiliate evidence of appropriate liability coverage and Personal Health Insurance for each student during each rotation.
12. The parties agree that the sole purpose of this agreement is to facilitate learning for the students and that the Clinical Affiliate is volunteering to participate in this program and that the students will occupy the status of "licensee" as that term is interpreted by Texas law. The students participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

With regard to any of these general areas of agreement, The College is responsible for, and agrees to:

1. Protect the health and safety of all parties by:
  - a. Requiring student liability insurance coverage at no cost to the Clinical Affiliate;
  - b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;
  - c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);
  - d. Providing, or otherwise arranging for, faculty and student orientation to the Clinical Affiliate, its major policies, rules and regulations.
  - e. Adequately indoctrinate students to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.
2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for students prior to each semester. The College representative will provide parties with:
  - a. Names of students;
  - b. Name(s) of faculty;
  - c. Dates, days, times of clinical practice periods will be agreed upon.

3. Assist with or contribute to Clinical Affiliate educational activities when requested.
4. Remove students for academic and /or behavioral misconduct according to the College's Student Code of Conduct per the Clinical Affiliation and the College's Policies.
5. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.
6. The individual student is responsible for equipment damaged or broken due to the student's negligence.
7. College shall require all students, faculty, employees, agents, and representatives of College participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.
8. Notwithstanding any other provision herein, the governmental immunity, qualified immunity, official immunity and all other immunities and defenses of Clinical Affiliate and its employees and officials shall be unimpaired and in full force and effect at all times. Nothing in this agreement shall constitute a waiver of Clinical Affiliate's or Jefferson County's immunities to suit or liability. The Clinical Affiliate, Jefferson County, its employees, agents and officials shall, at all times, have the benefit of all defenses, immunities, rights and limitations of liability and damages recognized in law including, without limitation, the CPRC Chapter 101, Texas Tort Claims Act.
9. It is further understood and agreed that the students, faculty and College shall be solely liable for any and all damages, injuries, claims, suits and grievances of any student, faculty member or the College and anyone claiming on their behalf arising from the performance or implementation of this agreement. In no event shall the Clinical Affiliate or Jefferson County or any of its employees, agents or officials ever have any liability hereunder the fullest extent allow under law for such claims.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the Department of Allied Health and Sciences, Pharmacy Technician Program for the purpose of clinical education.
2. Provide, to the extent reasonable, conference rooms for student education, and locker rooms or other secure space for faculty and students to store coats, books, etc., while on duty.
3. Allow students and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.
4. Charge no fees for clinical laboratory practice.
5. Legal responsibility for the performance of students during the program shall be and remain solely with student, Faculty and College and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any student for any services rendered by the student during this training.

### **DISPUTE RESOLUTION**

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

### **TERMS OF AGREEMENT:**

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of one (1) year commencing upon the Effective Date of October 1, 202 through September 30, 2026. This agreement will automatically renew for an additional year unless terminated as provided hereinabove.

By: **Program Director**

**Pharmacy Technician**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Lamar Institute of Technology**

**Department Chair, Allied Health and Sciences**

By: **Clinical Affiliate, Chief Administrator**

\_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Vice President of Academic Affairs**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Sid Valentine, PhD.**

**President, Lamar Institute of Technology**

\_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_ **Date** \_\_\_\_\_

**Judge Jeff R. Branick**  
**Jefferson County Judge**

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**Department Chair, Allied Health and Sciences**

By: **Clinical Affiliate, Chief Administrator**

\_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Vice President of Academic Affairs**

\_\_\_\_\_ **Date** \_\_\_\_\_

**Sid Valentine, PhD.**

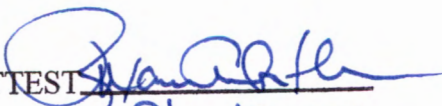
**President, Lamar Institute of Technology**

\_\_\_\_\_ **Date** \_\_\_\_\_

  
\_\_\_\_\_  
**Judge Jeff R. Branick**  
**Jefferson County Judge**

**Date** 9.30.25



**ATTEST**   
**DATE** 9/30/2025