Special, 10/28/2025 10:30:00 AM

BE IT REMEMBERED that on October 28, 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 (ABSENT)

Absent

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 (ABSENT)

Donta Miller

Honorable Roxanne Acosta-Hellberg, County Clerk

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

1

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 October 28, 2025

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **28th** day of **October 2025** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

8:55 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to contracts being negotiated, that deliberation in open meeting, would have a detrimental effect on the position of the Commissioners Court in negotiations with a third party.

9:00 a.m. – Announcement of a Workshop to discuss and receive information regarding the Jefferson County Sheriff's Office Aviation fleet.

9:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to contracts being negotiated, that deliberation in open meeting, would have a detrimental effect on the position of the

Notice of Meeting and Agenda October 28, 2025

Commissioners Court in negotiations with a third party.

9:45 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.

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

The following options are available:

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

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

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

(a).Consider and approve, execute, receive and file renewal for (IFB 24-050/CG), Term Contract for Liquid Soil Stabilizer for Jefferson County for a first (1) one-year renewal with Base-Seal International, Inc., from December 2, 2025 to December 1, 2026.

SEE ATTACHMENTS ON PAGES 12 - 12

Motion by: Erickson Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(b). Consider and approve, execute, receive and file Amendment 1 to Agreement 23-022/MR) with Guardian RFID for additional implementation fees, training and Mission Command SRF increases to Addendum B in the amount of \$38,997.00; in accordance with Buyboard Contract 769-25.

SEE ATTACHMENTS ON PAGES 13 - 15

Motion by: Erickson Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(c). Consider and approve data conversion, implementation and training fee in the amount of \$80,650.25 with CentralSquare Technologies, LLC pursuant to Agreement 25-056/MR for OneSolution Software for Jefferson County Sheriff's Office; in accordance with TIPS contract 220105.

SEE ATTACHMENTS ON PAGES 16 - 42

Motion by: Erickson Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(d). Consider and approve, execute, receive and file Agreement (25-061/MR) with Flock Safety for Jefferson County Sheriff's Office real-time video surveillance monitoring software and equipment in the amount of \$50,146.86 for the first year and \$43,543.50 for annual renewals from October 28, 2025 to October 27, 2028; in accordance with OMNIA contract RS250203.

Motion by: Erickson Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(e).Consider and approve, execute, receive and file Professional Services Agreement (PROF 25-062) with Brave Architecture, Spindletop Center and Jefferson County in the amount of \$240,158.00 for Phase 2 Diversion Center Redesign; in accordance with Request for Statements of Qualifications (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326. This project is funded by Interlocal Agreement between Spindletop Center and Jefferson County executed March 18, 2025.

SEE ATTACHMENTS ON PAGES 49 - 51

Motion by: Erickson Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(f). Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 52 - 55

Motion by: Erickson Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY AUDITOR:

(a). Consider and approve FY 2026 budget transfer - Road & Bridge Pct 3 - purchase County cellphone instead of providing cell phone allowance for park staff.

SEE ATTACHMENTS ON PAGES 56 - 56

113-0305-431-5077	CONTRACTUAL SERVICE	\$825.00	
113-0301-431-2007	CELLULAR PHONE ALLOWANCE		\$825.00

Notice of Meeting and Agenda October 28, 2025

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(b). Consider and approve FY 2026 budget transfer - Constable Pct 1 - additional cost for radio.

SEE ATTACHMENTS ON PAGES 57 - 61

120-3065-425-3084	MINOR EQUIPMENT	\$2,500.00	
120-3065-425-6007	AUTOMOBILES		\$2,500.00

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(c). Consider and approve FY 2025 budget transfer - Jail - additional cost for inmate medical.

SEE ATTACHMENTS ON PAGES 62 - 62

120-3062-423-5077	CONTRACTUAL SERVICE	\$400,000.00	
120-3062-423-2003	EMPLOYEES' INSURANCE		\$400,000.00

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(d). Consider and approve FY 2025 budget amendment - 279th District Court - additional cost for indigent defense.

SEE ATTACHMENTS ON PAGES 63 - 63

120-2038-412-5079	JUVENILE ATTORNEY FEES	\$16,000.00	
120-2039-412-1002	ASSISTANTS & CLERKS		\$16,000.00

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(e).Receive and file Resolution designating authorized signatories for Community Development Block Grant Mitigation Resilient Communities Program through the General Land office. Contract # 23-160-112-F240.

SEE ATTACHMENTS ON PAGES 64 - 66

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(f). Consider, approve, and ratify Grant Agreement for the Rural Sheriff's office Salary Assistance Program award #IA-0000002258.

SEE ATTACHMENTS ON PAGES 67 - 81

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(g).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending September 30, 2025 (unadjusted).

SEE ATTACHMENTS ON PAGES 82 - 99

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

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

NO ATTACHMENTS

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(i).Regular County Bills - check #533420 through check # 533676.

SEE ATTACHMENTS ON PAGES 100 - 109

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(j). Consider and approval FY 2025 budget transfers for payroll accrual items.

SEE ATTACHMENTS ON PAGES 110 - 110

	SEE ATTACHIVIE	NIS ON FAUL	29 110 - 110
110-2027-412-1002	ASSISTANTS & CLERKS	\$260.00	
110-2027-412-1007	COURT REPORTER	\$410.00	
110-2027-412-3078	OFFICE SUPPLIES		\$670.00
120-2034-412-1001	DEPARTMENT HEAD	\$113.00	
120-2034-412-1002	ASSISTANTS & CLERKS	\$260.00	
120-2034-412-1007	COURT REPORTER	\$410.00	
120-2034-412-1042	BAILIFF	\$205.00	
120-2034-412-2003	EMPLOYEES' INSURANCE		\$988.00
120-2035-412-1001	DEPARTMENT HEAD	\$113.00	
120-2035-412-1002	ASSISTANTS & CLERKS	\$260.00	
120-2035-412-1007	COURT REPORTER	\$410.00	
120-2035-412-1042	BAILIFF	\$202.00	
120-2035-412-2003	EMPLOYEES' INSURANCE		\$985.00
120-2036-412-1001	DEPARTMENT HEAD	\$113.00	
120-2036-412-1002	ASSISTANTS & CLERKS	\$260.00	
120-2036-412-1007	COURT REPORTER	\$410.00	
120-2036-412-1042	BAILIFF	\$202.00	
120-2036-412-5062	TRAVEL EXPENSE		\$685.00
120-2036-412-5077	CONTRACTUAL SERVICE		\$300.00

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

(a). Consider, possibly approve, authorize the County Judge to execute, receive and file an Amended Agreement between Jefferson County and Tim Richardson (Consultant) for professional services related to the BP Deepwater Horizon (DWH) restoration.

SEE ATTACHMENTS ON PAGES 111 - 118

Motion by: Erickson Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

(b). Consider, possibly approve, authorize the County Judge to sign, receive and file an Interlocal Agreement between Jefferson County and the Lower Neches Valley Authority (LNVA) for the removal of a bridge pursuant to Chapter 791, Texas Government Code.

SEE ATTACHMENTS ON PAGES 119 - 152

Motion by: Erickson Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY TREASURER:

(a). Consider and Approve Quarterly Report/wire for State Pooled Fees in the amount of \$351,481.50 to the Texas Comptroller.

NO ATTACHMENTS

Motion by: Sinegal Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

OTHER BUSINESS:

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

Notice of Meeting and Agenda October 28, 2025

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.

Jeff R. Branick County Judge

Special, October 28, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 28, 2025.

CONTRACT RENEWAL FOR IFB 24-050/CG TERM CONTRACT FOR LIQUID SOIL STABILIZER FOR JEFFERSON COUNTY

The County entered into a contract with Base-Seal International, Inc. for one (1) year, from December 3, 2024 to December 2, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from December 2, 2025 to December 1, 2026.

ATTEST:

JEFFERSON COUNTY, TEXAS

Roxanne Acosta Hellberg, County Clerk

Jeff Branick, County Judge

SEFFER SON COURT SEFFER SEFFER SON COURT SEFFER SEFFER SON COURT SEFFER SEFF

CONTRACTOR:

Base-Seal International, Inc.

(Name)



GUARDIAN RFID SYSTEM AGREEMENT ADDENDUM B AMENDMENT

THIS GUARDIAN RFID SYSTEM AGREEMENT ADDENDUM B AMENDMENT (the "Amendment") is entered into as of October 14, 2025 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Jefferson County by the Jefferson County Sheriff's Office, a body corporate and politic under the laws of the state of Texas ("Customer"), having its principal place of business at 5030 U.S. Highway 69 South, Beaumont, TX 77705.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "GUARDIAN RFID System").

WHEREAS, GUARDIAN RFID and the Customer previously entered into an agreement governing the implementation and use of the GUARDIAN RFID System (the "Agreement").

WHEREAS, the Customer desires to continue using the GUARDIAN RFID System along with replacing addendum B pursuant to this Amendment.

NOW THEREFORE, the parties agree as follows:

Addendum B is amended to reflect changes to the Annual Software Renewal Fee (SRF) and is to be replaced with the following terms on the following Addendum B:



ADDENDUM B

FEE PAYMENT SCHEDULE

Fee Type*	e* Event Occurrence		
First 25% of Initial Term Fee	Contract Execution	\$42,943.17	
Date (03/14/2023)			
Second 25% of Initial Term	Access to GUARDIAN RFID Mission Command	\$42,943.17	
Fee	prior to the Go-Live Date	ψ42,943.17	
	(Unless the Agreement is terminated prior to		
Date (06/13/2023)	renewal as set forth in the Agreement)		
Third 25% of Initial Term Fee	Delivery of Hardware	\$42,943.17	
	(Unless the Agreement is terminated prior to		
	renewal as set forth in the Agreement)		
Date (06/26/2023)			
Final 25% of Initial Term Fee	Go-Live Date	\$42,943.17	
	(Unless the Agreement is terminated prior to		
	renewal as set forth in the Agreement)		
Date (09/15/2023)			
Extended Term Year One Renewal Fee***	First Year Anniversary of the Go-Live Date	\$45,995.00	
	(Unless the Agreement is terminated prior to		
Date (09/15/2024)	renewal as set forth in the Agreement)	 	
Extended Term Year Two Renewal Fee***	Second-year anniversary of the Go-Live Date	\$45,995.00	
	(Unless the Agreement is terminated prior to		
D 4 (0014E(000H)	renewal as set forth in the Agreement)		
Date (09/15/2025)		4 7 000 00	
Implementation and	Implementation Fee	\$ 5,000.00	
Training	Training Days x 5	\$10,000.00 \$15,000.00	
Data (Go-Livo)	Total (Due at Mission Command Go-Live)	\$15,000.00	
Date (Go-Live)	(Unless the Agreement is terminated prior to		
	renewal as set forth in the Agreement)		
Extended Term Year Four	Current Annual SRF	\$45,995.00	
Renewal Fee***	Mission Command SRF Increase	\$23,997.00	
	New Annual SRF	\$69,992.00	
Date (08/12/2026)	The second secon	+,	
	(May be prorated of Command Cloud Go-Live		
	date is prior to 08/12/2026)		
	(Unless the Agreement is terminated prior to		
	renewal as set forth in the Agreement)		
Modification Fee	[No such modification contemplated as of the Effective Date.]	[N/A]	

^{*} These amounts do not include any taxes.



** In accordance with Section 17(b), termination for convenience by the Customer before either of the Go-Live

Date or the first-year anniversary of the Go-Live Date will cause any remaining portions of the Initial Term Fee for Year One that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in this Addendum B have occurred.

*** The Renewal Fee represents the costs for renewing licenses to use the GUARDIAN RFID System for the Extended Term and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B.

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

The remainder of the Agreement remains in full force and effect.

By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Amendment and acknowledges the existence of consideration.

LAI	וחכ	LABI	RFI	

(signature of authorized representative)

Name: Mark Cowley

Title: Director of Jail Ops

Date: 10/14/2025

REGETVING PARTY

(signature of authorized representative)

Name: Jeff Branick

Date:

ATTE

DATE 10 28 25

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "Agreement"), effective as of the latest date shown on the signature block below (the "Effective Date"), is entered into between CentralSquare Technologies, LLC with its principal place of business in Lake Mary, FL ("CentralSquare") and Jefferson County, TX for the benefit of the Jefferson County Sheriff's Office ("Customer"), together with CentralSquare, the "Parties", and each, a "Party".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("Solutions") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Jefferson County
1000 Business Center Drive Lake Mary, FL 32746	1149 Pearl Street Beaumont, TX 77701
By: Ron linderson DOE45FA2938A4EB DOE45FA2938A4EB	By:
Print Name: Ron Anderson	Co Print Name DIFF Branck
Print Title: Chief Revenue Officer	Pant Title: Ounty Judge,
Date Signed: 10/3/2025	Dete Signed:
Solution: ONESolution PS Term.	ATTEST DATE DIA 2020

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "Renewal Term" and, collectively, with the Initial Term, the "Term").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

- 1. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
 - 1.1. "Affiliate" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
 - 1.2. "Authorized User" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
 - 1.3. "Baseline Solution" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
 - 1.4. "CentralSquare Systems" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
 - 1.5. "Customer Data" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
 - 1.6. "Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
 - 1.7. "Defect" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
 - 1.8. "Delivery" means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
 - 1.9. "Documentation" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
 - 1.10. "End User Training" means the process of educating general users of the Software on the operation of the Software.
 - 1.11. "Entity" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
 - 1.12. "Hardware" means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
 - 1.13. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
 - 1.14. "Managed Services Hardware" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
 - 1.15. "Maintenance" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support).
 - 1.16. "New or Major Releases" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

- 1.17. "Personal Information" means any Information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Billey Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 1.18. "Professional Services" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.19. "Project Kickoff" is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.20. "Reliability Period" is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.21. "Software" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.22. "Software Version" means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.23. "Solutions" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.24. "Support Services" means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 1.25. "Third-Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

- 2.1. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own Internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

- 2.3. <u>Documentation License</u>. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.
- 2.5. <u>Hardware</u>. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.6. <u>Managed Services Hardware</u>. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any Defect or warranty claims in accordance with Exhibit 8.
- 2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (li) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and

records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. <u>Customer Systems and Cooperation</u>. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. <u>Effect of Customer Fallure or Delay.</u> CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. <u>Maintaining Current Versions of CentralSquare Solutions.</u> In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

- 6.1. <u>Compliance with Customer Policies</u>. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("Contributed Material"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.
- 6.3. Federal Grant Funds. CentralSquare shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment. Additionally, CentralSquare shall not discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee based on race, color, religion, sex, national origin, age, medical condition, marital status, sexual orientation, gender identity, genetic information, veteran status, or disability, or any other characteristic or classification protected by applicable law. Not Applicable.
- 6.4. <u>Criminal Justice Information Services</u>. To the extent permissible, the parties acknowledge that any employee of CentralSquare who has been granted Criminal Justice Information Services ("CJIS") clearance in any state within the United States shall be deemed to have satisfied the CJIS clearance requirements under this Agreement. This provision is based on the principle of reciprocity, recognizing the validity of CJIS clearance across state lines.
 - Notwithstanding the foregoing, CentralSquare shall ensure that all employees comply with the applicable laws and regulations of the state in which services under this Agreement are performed. CentralSquare shall also ensure that all employees continue to meet the standards required for CJIS clearance and shall promptly notify Customer of any changes in an employee's CJIS clearance status.

7. Confidentiality.

7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. "Confidential Information" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and

- future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.
- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.
- 7.3. Public Record. As this Agreement is public record, CentralSquare is permitted to disclose Customer as a Customer. However, CentralSquare shall not make any statements or representations regarding Customer's opinion of CentralSquare or its services. CentralSquare may reach out to Customer from time to time for references or marketing engagements, subject to Customer's written approval.

8. <u>Security</u>.

- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.
- 9. <u>Personal Data.</u> If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:
 - 9.1. Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
 - 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
 - 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
 - 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
 - 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

- 10.1. <u>Intellectual Property Warranty</u>. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

- 10.3. <u>Software Warranty</u>. CentralSquare warrants to Customer that: (i) for a period of one year from Delivery (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of Delivery the Software does not contain any virus or other malicious code.
- 10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option and as the sole remedy, reinstall the Software or correct the Defects pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 10.5. <u>Services Warranty</u>. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
- 10.6. Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION, ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.
- 11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courler. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare Technologies, LLC

1000 Business Center Dr. Lake Mary, FL 32746 Phone: 407-304-3235 Attention: Legal/Contracts

If to Customer:

Jefferson County 1149 Pearl Street Beaumont, TX 77701 Phone: (409) 835-8447

Email: jeff.ross@jeffersoncountytx.gov

Attention: Jeff Ross

12. Force Majeure.

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. <u>CentralSquare Indemnification</u>. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection

with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

- 13.2. <u>Customer Indemnification</u>. Intentionally Omitted.
- 13.3. "Claim" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoens or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

- 14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.
- 14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.
- 14.3. Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through fallure of the governing body to appropriate funds, then the Client will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The Client will provide at least forty-five (45) days advance written notice of such termination. The Client will use reasonable efforts to ensure appropriated funds are available. Notwithstanding the above, both parties agree that the sole outcome of this clause is to allow the Client to terminate the Agreement upon each anniversary date of the Effective date when the subscription billing commences and for the sole reason of Non-Appropriation of funds.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
- 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the date of the termination or expiration, including anything that accrues within those thirty (30) days.
- 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
- 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
- 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
- 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

- 16. <u>Assignment</u>. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.
- 17. <u>Dispute Resolution</u>. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:
 - 17.1. <u>Good Faith Negotiations</u>. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.
 - 17.2. <u>Escalation to Mediation</u>. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
 - 17.3. <u>Confidential Mediation</u>. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
 - 17.4. <u>Litigation</u>. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction in Jefferson County, Texas.
- 18. <u>Waiver/Severability</u>. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 19. <u>LIABILITY</u>. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
 - 19.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
 - 19.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.
- 20. <u>Insurance</u>. During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhlbit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
- 21. Third-Party Materials. CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
- 22. <u>Subcontractors</u>. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
- 23. <u>Entire Agreement</u>. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and

- contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
- 24. Amendment. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
- 25. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 26. <u>Counterparts</u>. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 27. <u>Material Adverse Change</u>. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 28. Cooperative Purchases. The Parties agree that other entities ("Cooperative Customers") may use this Agreement as a purchasing vehicle for similar CentralSquare software and services. Terms and conditions specific to each Cooperative Customer's purchase, including but not limited to pricing, payment terms, and scope of work, shall be negotiated separately between CentralSquare and the Cooperative Customer. A separate contract and any necessary supplemental documents shall be developed independently from this Agreement for each Cooperative Customer, and each such contract shall be fully independent of the others. The original Customer shall not be a party to any agreements made between CentralSquare and Cooperative Customers and will not incur any liability related to specifications, delivery, payment, or any other aspect of purchases made by Cooperative Customers.

29. Order of Precedence.

- 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
 - 29.1.1. The main body of this Agreement and any associated amendments, statements of work (Including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
- 29.2. Customer's purchase order terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
- 29.3. Incorporated Exhibits to this Agreement:
 - Exhibit 1: Solution(s) and Services Fee Schedule
 - Exhibit 2: Maintenance & Support
 - Exhibit 3: CentralSquare Access Management Policy
 - Exhibit 4: Certificate of Insurance (Evidence of Coverage)
 - Exhibit 5: Summary of Services
 - Exhibit 6: Service Level Commitments

EXHIBIT 1 Solution(s) and Services Fee Schedule

Quote #: Q-220309 TIPS# 220105

WHAT SOFTWARE IS INCLUDED?

FREED	OM				
, , ,	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	OneSolution Freedom Premium Annual Subscription Fee	50	240.00	- 600.00	11,400.00
2.	OneSolution Freedom Server Annual Subscription Fee	1	2,100.00	- 105.00	1,995.00
			Freedom S	Software Subtotal oftware Discount om Software Total	14,100.00 USD - 705.00 USD 13,395.00 USD
INTER					
	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
3.	ONESolution Automated Secure Alarm Protocol Interface (ASAP) Annual Subscription Fee	1	9,000.00	- 450.00	8,550.00
4.	ONESolution Generic CAD Event Export-Law/Fire/EMS Annual Subscription Fee	1	4,500.00	- 225.00	4,275.00
5.	ONESolution Incode Courts System Interface Annual Subscription Fee	1	6,000.00	- 300.00	5,700.00
6.	ONESolution Odyssey Warrant Interface Annual Subscription Fee	°1	5,100.00	- 255,00	4,845.00
			Interfaces S	Software Subtotal oftware Discount es Software Total	24,600.00 USD - 1,230.00 USD 23,370.00 USD
ONESC	DLUTION CAD/MCT				
3.1230	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
7.	CentralSquare ONESolution CAD Cloud Dispatch Position Annual Subscription Fee	3	4,000.00	- 600.00	11,400.00
8.	CentralSquare ONESolution CAD Cloud MCT Position Annual Subscription Fee	100	700.00	- 3,500.00	66,500.00

9.	CentralSquare ONESolution CAD Cloud Platform Annual	1	90,000.00	- 4,500.00	85,500.00
10.	Subscription Fee ONESolution CAD Site License Upgrade Annual Subscription Fee	1	1,200.00	- 60,00	1,140.00
11.	ONESolution MCT Site License Upgrade Annual Subscription Fee	1	7,000.00	- 350.00	6,650.00

ONESOLUTION CAD/MCT Software Subtotal 180,200.00 USD ONESOLUTION CAD/MCT Software Discount ONESOLUTION CAD/MCT Software Total 171,190.00 USD

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	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
12.	CentralSquare ONESolution RMS Cloud Officer Annual Subscription Fee	100	750.00	- 3,750.00	71,250.00
13.	CentralSquare ONESolution RMS Cloud Platform Annual Subscription Fee	1	90,000.00	- 4,500.00	85,500.00
14.	ONESolution Field Training Online-Cloud Annual Subscription Fee	1	3,750.00	- 187.50	3,562.50
15.	ONESolution Intelligence Annual Subscription Fee	1	4,000.00	- 200.00	3,800.00
16.	ONESolution Property & Evidence Annual Subscription Fee	1	4,000.00	- 200.00	3,800.00
17.	ONESolution Quartermaster Annual Subscription Fee	1	4,000.00	- 200.00	3,800.00
18.	ONESolution RMS Site License Upgrade Annual Subscription Fee	1	7,500.00	- 375.00	7,125.00

ONESOLUTION RMS Software Subtotal
ONESOLUTION RMS Software Discount
ONESOLUTION RMS Software Total
188,250.00 USD
- 9,412.50 USD
178,837.50 USD

SOFTWARE SUMMARY

Software Subtotal 407 Software Discount - 20

Software Total

407,150,00 USD - 20,357.50 USD 386,792.50 USD

WHAT SERVICES ARE INCLUDED?

DATA CONVERSION

	DESCRIPTION	TOTAL
1.	Public Safety Consulting Services - Fixed Fee	2,340.00
2.	Public Safety Project Management Services - Fixed Fee	2,340.00
3,	White Box Implementation Services - Fixed Fee	11,356.25

Data Conversion Services Subtotal	16,036.25 USD
Data Conversion Services Discount	- 240.00 USD
Data Conversion Services Total	15,796.25 USD

IMPLEMENTATION

	DESCRIPTION	IOIAL
4.	ONESolution CAD Cloud Migration Services (1-45 CAD Positions) -	10.000.00
	Fixed Fee	10,000.00
5.	ONESolution RMS Cloud Migration Services (1-2,500 Sworn) - Fixed	10,000.00
	Fee	10,000.00

Implementation Services Subtotal	20,000.00 USD
Implementation Services Discount	- 1,026.00 USD
Implementation Services Total	18,974,00 USD

TRAINING

	DESCRIPTION	TOTAL
6.	Public Safety Consulting Services - Fixed Fee	21,060.00
7.	Public Safety Project Management Services - Fixed Fee	8,190.00
8.	Public Safety Technical Services - Fixed Fee	780.00
9.	Public Safety Training Services - Fixed Fee	18,330.00

Training Services Subtotal	48,360.00 USD
Training Services Discount	- 2,480.00 USD
Training Services Total	45,880.00 USD

SERVICES SUMMARY

 Services Subtotal
 84,396.25 USD

 Services Discount
 - 3,746.00 USD

 Services Total
 80,650.25 USD

QUOTE SUMMARY

Software Subtotal

407,150.00 USD

Services Subtotal

84,396.25 USD

Quote Subtotal

491,546.25 USD

Discount

- 24,103.50 USD

Quote Total

467,442.75 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	386,792.50
FIRST YEAR RECURRING SERVICES TOTAL	0.00

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year

Services:

Payment Schedule;

	Implementation Services
30%	Due on Effective Date
20%	Due at End User CAD Training
20%	Due at End User RMS Training
25%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the
 preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment
 Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2 Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. <u>Software Version</u>. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. <u>Updates.</u> From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a Defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. <u>Customer Responsibilities</u>

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	issue Definition	Response Time			
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 Issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.			
Priority 2 – Critical	customer's operation but there is capacity to	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.			
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Https://support.centralsquare.com/s/contact-us			
Priority 4 Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Minor Priority 4 issues must be reported via Https://support.centralsquare.com/s/contact-us			

- Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:
 - 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented Defect.
 - 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
 - 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
 - 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.
- 8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the Issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines;

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System.
	normal operations on the production System.	CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have no defined resolution time.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

- 9. Cases needing development. Support cases that require code development (e.g. writing, modifying or reviewing source code to create new functionality, resolve issues, or improve existing features) will be transferred to the appropriate product development team. Cases transferred to product development will be reviewed to determine the nature of the request, the severity of the impact on the performance of the solution, and the availability of a resolution. CentralSquare reserves the right to close out Non-Critical (Priority 3) and Minor (Priority 4) support cases, without resolution, for development items that do not reasonably fall within the current product roadmap.
- Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
 - 10.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments,
 - 10.2. <u>Incidents and service requests</u>. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
- 11. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
- 12. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
- 13. Technology Life Expectancy. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3 CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4 Certificate of Insurance (Evidence of Coverage)

ACORD C	ERTIF	ICATE OF LIA	BILI	TY INS	URANC	:E [(MM/DD/YYYY) 09/2025
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
If SUBROGATION IS WAIVED, subject	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER MARSH USA, LLC			NAME	T		LEAV		
TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400			PHONE (AC No. Ext): (AC No. Ext): (AC No. Ext):					
ATLANTA GA 30326			ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #					
CN130114897-8/31-5M-25-26			INSURE	R A : The Charl	er Oak Fire Insur	ance Co.		25615
CentralSquare Technologies, LLC			Computation of the		sutance Compar			26623
1000 Business Center Drive Lake Mary, FL 32746			1			v Company Of America		25674 19038
			1		Casualty And Sur alty Insurance Co			26883
			INSURE		any meetanea es	illieany.		
		NUMBER:		06076984-00		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAIN, POLICIES	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT THE POLICIE EDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
A X COMMERCIAL GENERAL LIABILITY		H-660-65758660-COF-25		08/31/2025	08/31/2026	EACH OCCURRENCE	\$	1.000,000
CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	5	1,000,000
						MED EXP (Any one person) PERSONAL & ADV INJURY	5	1.000,000
GENT AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	5	2,000,000
X POLICY PRO. LOC						PRODUCTS - COMPIOP AGG	5	2,000,000
OTHER							3	
B AUTOMOBILE LIABILITY		BA-65783539-25-13-G		08/31/2025	08/31/2026	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000.000
OWNED SCHEDULED						BODILY INJURY (Per person) BODILY INJURY (Per acodent	5	
AUTOS ONLY AUTOS NON-DWNED					PROPERTY DAMAGE (Per accident)	5		
AUTOS ONLY AUTOS ONLY						(rer acogent)	\$,
C X UMBRELLALIAB OCCUR		CUP-65801390-25-13		08/31/2025	08/31/2026	EACH OCCURRENCE	5	10,000,000
EXCESS LIAB CLAIMS-MADE						AGGREGATE	3	10,000,000
DED X RETENTIONS 10,000 D WORKERS COMPENSATION		UB-6S783668-25-I3-G		08/31/2025	08/31/2026	I PER TOTH	ş	
AND EMPLOYERS' LIABILITY ANYPROPRIETOR PARTNER/EXECUTIVE		UD-63/03660-23-13-13	1	0000112020	00/3/1/2020	X STATUTE ER	s	1,000,000
OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E L. EACH ACCIDENT E L. DISEASE - EA EMPLOYEE	1	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - POLICY LIMIT	5	1.000,000
E E&O/Cyber		01-232-82-99		08/31/2025	08/31/2026	Limit		5,000,000
						SIR		1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / USING	LEG (ACOUR	101 8455 - 10 - 4 - 5 - 4		n A - 13				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) EVICENCE OF INSURANCE								
CENTER AND								
CERTIFICATE HOLDER			CANC	ELLATION				
CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS,					
				IZED REPRESEI H USA LLC	NTATIVE	Doren celle	ي در ميدمن.	de.

ACORD 25 (2016/03)

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EXHIBIT 5 Summary of Services

(Attached)

SUMMARY OF SERVICES



CentralSquare On Premise to Cloud Migration - ONESolution

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not detailed requirements or designs of solution.

Project Scheduling

Parties agree that a schedule will be provided for services within sixty days from the execution of the applicable quote.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined below) to complete the necessary steps for successful deployment of the contracted services. All Services are performed remotely.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM local time. If Client desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises Customer systems and/or data. These solutions meet all requirements as contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enables Customer agencies to remain CJIS compliant for the purposes of FBI and/or state regulatory agency audits.

Services Scope of Project

The project includes the following scope of services.

Migration to Cloud

The migration process involves backing up the on-premise environment, uploading critical data to the cloud, and deploying the latest software versions in the cloud environment. CentralSquare is responsible for ensuring the cloud environment functions as expected, while the Customer must review and provide feedback on the cloud deployment.

System Installation

Cloud provisioning will be the responsibility of CentralSquare. On-premise hardware provisioning is the responsibility of the Customer. The installation of CentralSquare software on on-premise hardware is the responsibility of CentralSquare.

This implementation will be a combination of cloud and on-premise components.

Cloud Components:

The CentralSquare Cloud Team will provision the CentralSquare software in the cloud. This will entail a planning meeting with the Customer/Network Administrator and other CentralSquare staff (Project Manager, Engineering), configuration of the connection, advising on network communications, and configuring access to the provisioned system.

The administration services of the cloud environment are the responsibility of CentralSquare, including support, operation, and maintenance of the underlying infrastructure. Access to any resources by the Customer will not be allowed except through applications and programmatic connections.

SUMMARY OF SERVICES



The Customer will be responsible for their side of the connection with CentralSquare maintaining the AWS environment.

On-Premise Components:

CentralSquare will give guidance on virtual provisioning of on-premise servers using the existing hardware from the current CentralSquare environment. Specifications for virtual servers to support the software suite will be provided as part of the project documentation. Unless specifically contracted as part of the project's professional services, the Customer is responsible for initial provisioning and basic configuration of virtual servers.

The administration services of the On-Premise environment is the responsibility of the Customer, including support, operation, and maintenance of the underlying infrastructure.

On-Premise installation of CentralSquare software takes place after On-Premise servers are provisioned and prepared for installation.

On-Premise Reporting Server If applicable

CentralSquare will replicate data to an on-premise reporting server. The Customer handles user access control, and CJIS compliance regarding the replicated data.

Geographical Information Services (GIS) If applicable

The migration from on-premise to cloud will include GIS. The Customer maintains ownership for updating and maintaining the data using CentralSquare provided GIS tools.

Interfaces

The standard interfaces and integrations currently maintained by CentralSquare that are fully operational, and in the production environment, will be transitioned to the cloud production environment as part of this project. Any interface(s) currently under implementation will need to be reviewed with CentralSquare.

The Customer will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration of interfaces. If there are any additional costs from the third parties the Customer is responsible for those costs.

Additional Services, Products and Interfaces

Addition of Child Agency

Constables (add-on agency) will join the Jefferson County (parent agency) ONESolution RMS system.

CentralSquare will create the new agency within ONESolution RMS

Workshops and Training

CentralSquare will perform the following ONESolution Workshops and Training classes.

- CAD System Administrator Workshop (SAW) (24 hr workshop/Remote)
- CAD System Options/User Group Admin Workshop (12 hr workshop/Remote)
- CAD End User Training (32 hr training/Remote)
- MCT Admin Training (4 hr training/Remote)
- Freedom User Training (14 hr training/Remote)

SUMMARY OF SERVICES



- RMS System Administrator Workshop (SAW) (24 hr workshop/Remote)
- MFR System Administrator Workshop (SAW) (24 hr workshop/Remote)
- RMS End User Training (24 hr training/Remote)
- MFR End User Training (24 hr training/Remote)

Data Parsing

CentralSquare's subcontractor White Box Technologies will perform a data parse of Jefferson County's data from the Beaumont data.

PROJECT NAME: Jefferson County-Data Separation

This Statement of Work (SOW) sets forth the roles and responsibilities, assumptions, scope, constraints (with an estimated schedule TBD) that will govern the project detailed below. The content of this document is intended to provide framework for the project processes to ensure mutual understanding, clear expectations and successful results.

PERIOD OF PERFORMANCE: 6/1/25-to thirty days after final delivery

PROJECT SUMMARY: White Box will perform a process to separate and parse out Jefferson data from the Beaumont OSSI Database. White Box will then put the data in a separate database in the current OSSI format and deliver back to Jefferson.

Roles and responsibilities:

Central Square

- Project Manager and System Engineer
 - Manage project scope, schedule and performance, coordinate conversion activities with White Box
 - o Coordinate access for Whitebox to access customer's environment

Jefferson

- CentralSquare to facilitate access to Agency Legacy System Subject Matter Expert and IT Support to:
 - Provide backup of OSSI legacy data files and deliver to White Box
 - Answer any technical or data related questions

White Box

- Project Manager
 - o Manage project scope, schedule, and performance, coordinate conversion activities with Central Square.
- Engineer
 - Create process to separate/parse agency data to an OSSI compatible format
 - o Remove agency data from White Box Systems 45 days after delivery.

Assumptions and Constraints:

- No code mappers will be built by White Box, any code mapping to be completed will be a change request.
- White Box will not be manipulating, cleansing or altering the data received by agency
- Each data backup received by White Box must be in the same format per backup
- Up to two parsing deliveries are included, one for testing and one for final delivery. Any additional delivery of parsed/extracted data will be a change request.
- White Box can assist with a data extraction if needed
- All work performed on White Box Internal environment. Anything contrary may result in a change request

DATE: 5/23/2025





- White Box will not be converting data into any other system or application. If a data conversion into a new target system is required, a separate Work Order will be supplied by White Box.
- A list of Tables and Data counts to be provided by the Agency from the source system to White Box.
- Should any additional processes other that what is outlined above need to be performed, or an additional separation process created for any other database not listed previously, a separate Work Order will be submitted for both time and cost
- White Box is not responsible nor held accountable for any conflict-political or otherwise, arising between the agencies where each respective agency data resides.
- Work performed under this Statement of Work is under warranty by White Box for thirty (30) days following
 delivery of the extracted and parsed data. For any issues that are the direct result of a White Box error and
 found within the 30-day warranty period, WB will fix those errors. Errors or omissions in data that result from
 application, database, source data changes or requested changes to the extraction logic made by Central Square
 or Jefferson after delivery of the extracted and parsed data or found after the 30-day warranty period are not
 included in this Statement of Work and will be subject to a change request.

Estimated Key project milestones:

Milestone Responsibility

Deliver Source data to White Box
Deliver Parsed/Separated Data
Review of Parsed Data
Deliver Final Parsed/Separated Data
Cut off for reporting issues (30 day Warranty

Jefferson/Central Square
White Box
Jefferson
White Box

Period, after delivery of parsed data)

Jefferson/Central Square

Source System(s):

OSSI

Target System (s):

OSSI

Parsed Data will be formatted to be loaded into Jefferson OSSI database.

EXHIBIT 6

Service Level Commitments

The following applies to any cloud-hosted CentralSquare software only. The following does not apply to any on-premise software, hardware, or third-party products.

1. Service Level Commitments

- A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.99%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.
- C. Calculation. Service availability for a given month shall be calculated using the following calculation:
 - The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - Service availability targets are subject to change due to the variance of the number of days in a month.
 - III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability in the relevant Service period	Percentage reduction in monthly fee for the subsequent service period
Less than 99.99% but greater than or equal to 99.9%	1%
Less than 99.9% but greater than or equal to 99.5%	5%
Less than 99.5%	10%

- E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.
- Exceptions. The Service Level Commitments and availability stated in this Exhibit do not cover services
 interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's
 control. Such factors may include, but are not limited to:
 - Internet Access. Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;
 - B. <u>Customer's Internal Network Issues</u>. Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;
 - C. <u>Third-Party Acts</u>. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

- D. <u>Gross Negligence or Willful Misconduct</u>. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,
- E. <u>Force Majeure</u>. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.
- 3. <u>Server Performance & Capacity.</u> The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (glgabyte, hour, license, etc).
- 4. <u>Releases.</u> Customer agrees keep the software up-to-date with the cloud release cycle as determined by centralsquare. Staying current is essential to address security, performance, and infringement issues, and is required for receiving software support. All modifications, revisions, and updates to the software will be provided through new releases, accompanied by documentation updates whenever the centralsquare deems necessary.
- 5. Non-Production Environments, Included in the subscription fee is access to the training environment during the hours of 8:00am 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

Flock Safety + TX - Jefferson County SO

Flock Group Inc. 1170 Howell Mill Rd, Suite 210 Atlanta, GA 30318

MAIN CONTACT: Houston Whatley houston.whatley@flocksafety.com +18062067672

frock safety



EXHIBIT A ORDER FORM

Customer: Legal Entity Name: TX - Jefferson County SO

Legal Entity Name: TX
Accounts Payable Email:

TX - Jefferson County SO

Address:

1001 Pearl St Ste 103 Beaumont, Texas 77701

Initial Term: Renewal Term: Payment Terms:

12 Months 36 Months Net 30

Billing Frequency:

Annual Plan - Invoiced at First Camera Validation.

Retention Period:

30 Days

Hardware and Software Products

Annual recurring amounts over subscription term			
Item	Cost	Quantity	Total
Flock Safety Platform			\$43,543.50
Flock Safety Flock OS			
FlockOS Starter	Included	$\hat{1}_{\circ}$	Included
Flock Safety Bundles			
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Included	1.	Included
Flock Safety LPR Products			
Flock Safety LPR, Ika Falcon	Included	9	Included
Flock Safety Long-Range LPR, fka Falcon LR	Included	3	Included

Professional Services and One Time Purchases

Item		Cost	Quantity	Total
One Time Fees		A SECTION TO SECTION		
Floc	k Safety Professional Services			
	Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$598.13	9	\$5,383.17
	Professional Services - Electrical Implementation Fee	\$119.63	3	\$358.89
	Professional Services - Bundle Implementation Fee	\$861.30	1)	\$861.30
			Subtotal Year 1:	\$50,146.86
			Annual Recurring Subtotal:	\$43,543.50
			Estimated Tax:	\$0.00
			Contract Total:	\$50,146.86

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

Billing Schedule

Billing Schedule	Amount (USD)	
Year I		
At First Camera Validation	\$50,146.86	
Annual Recurring after Year 1	\$43,543.50	
Contract Total	\$50,146.86	

^{*}Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$1,956.50
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$9,296.64

Product and Services Description

Flock Safety Platform Items	Product Description		
FlockOS Starter	FlockOS Starter provides real-time situational awareness for agencies without requiring a full RTCC. It includes access to privately funded live video and a real-time jurisdiction map, enabling resource allocation and response coordination without complex infrastructure or extensive IT requirements		
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.		
Flock Safety Long-Range LPR, fka Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. AC Power Only.		
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.		
Professional Services - Electrical Implementation Fee	Electrical connection and maintenance services for AC powered devices by Flock qualified electrical workers.		
Flock Safety Solar Multi-Purpose LPR and Video Fixed w/ LTE Service	Law enforcement grade bundled standard range license plate recognition camera and live streamed solar powerd fixed camera with 30 days of edge storage, with LTE. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users. AC power is also available if needed.		
Professional Services - Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.		
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.		
Solar Video Camera Fixed, fka Condor	Law enforcement grade live streamed Solar powerd Fixed camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.		

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions.

The Parties have executed this Agreement as of the dates set forth below.

FLOC	K GROUP, INC.	Customei	r: 1X - Jetterson County SO
By:	Signed by:	Ву:	Street
Name:	Dan Haley	Name:	Jeff Branick
Title:	Chief Legal Officer	Title:	County Judge
Date:	10/22/2025	Date:	
		PO Numb	er:



ATTEST POLITICAL DATE 1928 25



October 21, 2025

Deborah L. Clark
Purchasing Agent
Jefferson County
1149 Peral Street, 1st Floor
Beaumont, TX 77701

Re: Additional Services for Phase 2 Interior Renovation Expansion of Pods 100/300(reference RFQ 23-061/MR)

Dear Purchasing Agent Clark,

Per the request of and conversations with Misty Reeves, we are hereby submitting this Proposal for additional fees to provide professional design services for the remaining (2) pods of the Jefferson County Diversion Center, currently in construction.

UNDERSTANDING OF SCOPE

Based upon the program and as-built documentation established in Phase 1, the Architect will complete Design Documents consisting of drawings and specifications setting forth the requirements for the construction of the Project. The Scope of Work area will be as defined in Exhibit A and includes the following:

- 1. Design documentation for the interior renovation of Pods 100/300
- 2. Extension of MEP and AV/IT Security engineering scope into Pods 100/300
- 3. Construction Administration services for the completion of Pods 100/300
- 4. Delivery method assumed to be Job Order Contracting not GMP or Bid
- 5. Construction duration estimate is assumed to be only up to (6) months; beyond which hourly rates will apply

COMPENSATION

Compensation for this project is based on the scope of work described herein. The Architect proposes a Lump-Sum additional fee for the services rendered as follows:

BASIC SERVICES

Architecture		
	Schematic Design/Design Development	(Included)
	Construction Documents	\$147,000
	Construction Administration	\$42,000
	Administration Fee	\$18,900
	Subtotal Architecture	\$207,900
Consultants		
	MEPF Engineering	\$16,800
	AV & IT, Security Engineering	\$11,251
	Consultant Coordination	\$4,207
	Subtotal Consultants	\$32,258

4200 Montrose Blvd. Suite 400 Houston, TX 77006



Additional Services for Phase 2 Interior Renovation Expansion of Pods 100/300(reference RFQ 23-061/MR) October 21 2025 Page 2 of 2

TOTAL BASIC SERVICES	\$240,158
Thank you for the opportunity to continue to work with y	ou again.
Sincerely,	
	21 October 2025
Fernando L. Brave, FAIA Principal	Date
AGREED AND ACCEPTED this	_day of <u>October</u> 2025.
AGREED AND ACCEPTED THIS	_day of
Signature Byon i Cl	ATTEST DATE 10 28 28
Jeff Branick Name County Judge Jefferson Cou Title	INT SET OF THE SET OF
AGREED AND ACCEPTED this	day of
Ву:	
Signature	

Name

Title

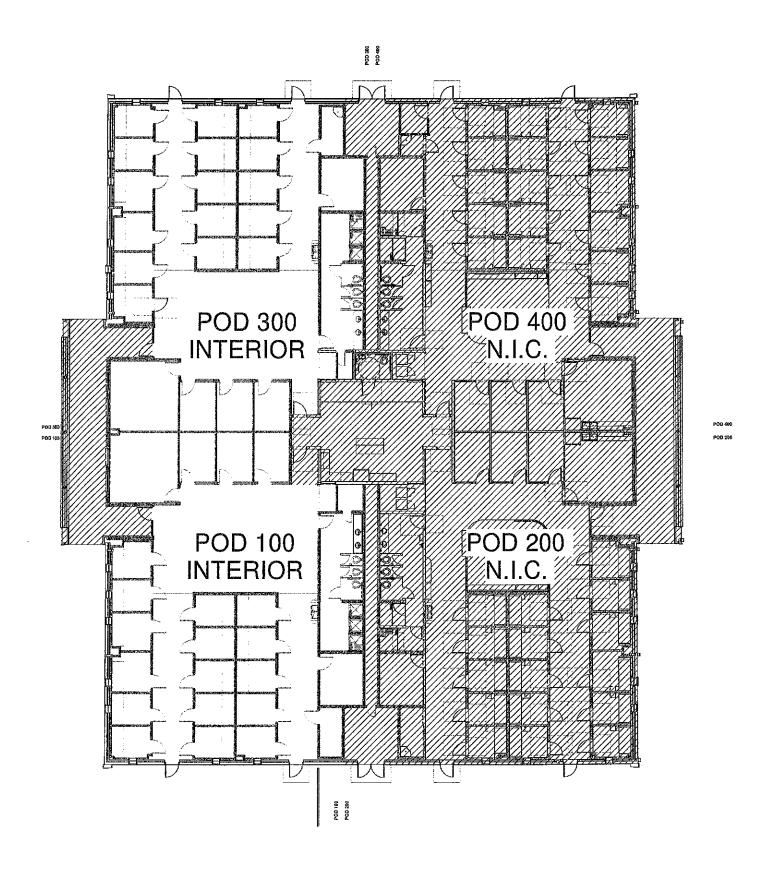


EXHIBIT A



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701

Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To:

Commissioners' Court

From:

Deborah Clark

Purchasing Agent

Date:

October 28, 2025

Re:

Disposal of Salvage Property - Computers and Equipment

Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

Jefferson County Surplus for Disposal

Description of Property	Serial #	Department Assigned	Asset #
PERSONAL COMPUTERS			
Dell Optiplex 7040	8V94ZG2	County Clerk	14BT-35929
Gateway E4100	0032824914	MIS	25BT-28065
Dell Optiplex 7040	HJZC2	County Clerk	14BT-35909
Dell Optiplex 7040	7Z75ZG2	County Clerk	14BT-35921
Dell Optiplex 7040	6DS8XH2	County Clerk	14BT-35936
Dell Optiplex 7040	7ZB5ZG2	County Clerk	14BT-35917
Dell Optiplex 7040	7YW9ZG2	County Clerk	14BT-35920
Dell Optiplex 7040	HJ5D8C2	County Clerk	14BT-35911
Dell Optiplex 7040	HJ54V62	County Clerk	14BT-35915
Dell Optiplex 7040	HJ5RBB2	County Clerk	14BT-35916
Dell Optiplex 7040	7Z96ZG2	County Clerk	14BT-35918
Dell Optiplex 7040	HJ5LMF2	County Clerk	14BT-35914
Dell Optiplex 7040	GPV6ZG2	County Clerk	14BT-35919
Dell Optiplex 7040	HJ5FXD2	County Clerk	14BT-35908
Dell Optiplex 7040	HJ64Z72	County Clerk	14BT-35912
Dell Optiplex 7040	6JGCXH2	County Clerk	14BT-35954
Dell Optiplex 7040	6JP5XH2	County Clerk	14BT-35947
Dell Optiplex 7040	6FH9XH2	County Clerk	14BT-35933
Dell Optiplex 7040	6НТ8ХН2	County Clerk	14BT-35946
Dell Optiplex 7040	6JWBXH2	County Clerk	14BT-35949
Dell Optiplex 7040	8W86ZG2	County Clerk	14BT-35931
Dell Optiplex 7040	8VT5ZG2	County Clerk	14BT-35930
Dell Optiplex 7040	FCF0KH2	County Clerk	14BT-35958
Dell Optiplex 7040	6DG6XH2	County Clerk	14BT-35938
Dell Optiplex 7040	6F59XH2	County Clerk	14BT-35937
Dell Optiplex 7040	6KC8XH2	County Clerk	14BT-35948
Dell Optiplex 7040	8YQ3ZG2	County Clerk	14BT-35940
Dell Optiplex 7040	6J2DXH2	County Clerk	14BT-35951
Dell Optiplex 7040	6DQBXH2	County Clerk	14BT-35934
Dell Optiplex 7040	8VF9ZG2	County Clerk	14BT-35927
Dell Optiplex 7040	6НҮТХН2	County Clerk	14BT-35955
Dell Optiplex 7040	8693ZG2	County Clerk	14BT-35890
Dell Optiplex 7010	6ZS2N22	Health & Welfare BMT	74BT-35007
Dell Optiplex 7010	6ZQ4N22	Health & Welfare BMT	74BT-35012
Dell Optiplex 7010	6ZS8N22	Health & Welfare BMT	74BT-35013

59BT-35854	Sheriff's Office BMT	7ATSA94618	Panasonic Toughbook 53
25BT-34678	SIM	1ZJMZY1	LAPTOPS Dell Latitude E6530
			TABLET
FORDPK-33865	Ford Park	GYMZBp1	Dell Optiplex 780
58BT-36205	Adult Probation	26RNMN2	Dell Optiplex 7050
58BT-36201	Adult Probation	26NNMN2	Dell Optiplex 7050
58BT-36153	Adult Probation	538JXM2	Dell Optiplex 7050
58BT-36147	Adult Probation	536KXM2	Dell Optiplex 7050
58BT-36146	Adult Probation	538KXM2	Dell Optiplex 7050
58BT-36140	Adult Probation	537GXM2	Dell Optiplex 7050
58BT-36210	Adult Probation	26PPMN2	Dell Optiplex 7050
58BT-36209	Adult Probation	26PNMN2	Dell Optiplex 7050
35560	SO Mid County Jail	3M09482	Dell Optiplex 5090
35394	SO Mid County Jail	G2RQT52	Dell Optiplex 7010
34526	County Judge	12W58Y1	Dell Optiplex 7010
12BT-32959	Human Resources	1V62VG1	Dell Optiplex 755
35257	SO Mid County Jail	7FLKD42	Dell Optiplex 7020
31BT-34542	District Clerk	2QLK8Y1	Dell Optiplex 7020
31BT-34448	District Clerk	CBNSSW1	Dell Optiplex 7010
31BT-34537	District Clerk	2QLJ8Y1	Dell Optiplex 7010
31BT-34585	District Clerk	H1SK9Y1	Dell Optiplex 7010
74PA-35811	HW PA	H18NMD2	Dell Optiplex 5040
35579	Risk Management	CXVT482	Dell Optiplex 5040
22BT-35732	Purchasing	3HDVQD2	Dell Opitplex 5040
58BT-36208		26QMMN2	Dell Optiplex 7050
FORDPK-34297	Ford Park	2RY1XV1	Dell Optiplex 7010
FORDPK-35675	Ford Park	DMСННВ2	Dell Optiplex 5040
FORDPK-35262	Ford Park	7F8HD42	Dell Optiplex 7020
FORDPK-34533	Ford Park	2QNH8Y1	Dell Optiplex 7010
FORDPK-34190	Ford Park	2XXNPS1	Dell Optiplex 790
74BT-35863	Health & Welfare BMT	J10DXG2	Dell Optiplex 5040
74BT-35858	Health & Welfare BMT	J10LXG2	Dell Optiplex 5040

MISCELLANEOUS			
Fujitsu fi-7160		District Attorney	30BT-36322
HPLJ 1320N		District Attorney	30BT-30443
Poweredge R630 Server	D84V182		64BT-35477
Dell Poweredge R610	1N081L1	MIS	25BT-33485
Fujitsu fi-6130Z Scanner	13269	District Attorney	30BT-34476
Fujitsu fi-7280 Scanner	A2JD001161	District Attorney	30BT-35024
HPLJ 1320N	CNHC5C31XH	District Attorney	30BT-29549
Fujitsu FI-5530C2	987	District Attorney	30BT-32421
HPLJ 1320N		District Attorney	30BT-29991
Lexmark 2590		JP 4	46HS-35674
Cisco Catalyst 3650 Switch	FD01917E0HJ	MIS	25BT-35411
Cisco Catalyst 3650 Switch	FD02333M1XJ	MIS	25BT-36708
Cisco Catalyst 3560 Switch	SFD01613X1DW	MIS	25BT-34280
Cisco Integrated Router 4321	FLM24331011	MIS	25BT-36794
Alcatel POE Switch	Y2281259	MIS	25BT-36584
Alcatel POE Switch	V2483451	MIS	25BT-35991
Alcatel POE Switch	U0980721	MIS	25BT-35634
Fujitsu fi-5750		Human Resources	12BT-33951

Other misc broken, unusable, untagged monitors, printers, scanners

Approved by Commissioners' Court

ATTEST DATE CALLO



Jefferson County Sub-Courthouse 525 Lakeshore Drive Port Arthur, Texas 77640



OFFICE: (409) 983-8300 FAX: (409) 983-8303 Email: msinegal@co.jefferson.tx.us

COMMISSIONER MICHAEL SHANE SINEGAL PRECINCT # 3

Agenda item:

Pct. 3 Road Bridge:

Transfer \$825.00 from the cell phone allowance account 113-0301-431-2007 to account 113-0305-431-5077 for the purchase of a cell phone for Walter Humphrey Park.

Reason: To maintain one phone number for Walter Humphrey Park.

Thanks,

Commissioner Sinegal Pct 3



(409) 835-8450 Phone (409) 839-2350 Fax 1085 Pearl St, Room 103 Beaumont, TX 77701

Jevonne Smith Pollard

Constable, Precinct One

Date:

October 21, 2025

To:

Fran/ Auditing

From:

Constable Jevonne Pollard

Re:

Transfer of Funds

Please transfer the funds to the account number listed below:

\$2,500 from account 120-3065-425-60-70 to Account 120-3065-425-30.84

-For budget adjustment

Please give me a call if you have any questions regarding this matter.

Sincerely,

Jevonne "J.C." Pollard Constable Precinct 1



Billing Address: JEFFERSON COUNTY AUDITORS OFFICE 1149 PEARL ST 7TH FLR BEAUMONT, TX 77701 US Shipping Address:
JEFFERSON COUNTY AUDITORS
OFFICE
1085 PEARL ST RM 103
JEFFERSON COUNTY CONSTABLE
PRECINCT 1
BEAUMONT, TX 77701
US

Quote Date:10/02/2025 Expiration Date:12/01/2025 Quote Created By: Mike Wise mike.wise@bearcom.com 409.351.1950

JEFFERSON COUNTY AUDITORS OFFICE Lawrence Gobert lawrence.gobert@jeffersoncountytx.gov

(409) 835-8450

End Customer:

Contract: 17724 - HGAC (TX)-RA05-21 Secondary Contract: 36875 -WATCHGUARD-HGACBUY

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Contract Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000	and references with finite services.	7020 X 700 X		- MANAGER - CONTRACTOR - CONTRACTOR
1	H98UCF9PW6BN	PORTABLE RADIO APX6000 700/800 MODEL 2.5	1	\$5,178.77	\$5,178.77	\$5,178.77
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1			A. Marie and the second se
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1			
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	1			
1d	H38BT	ADD: SMARTZONE OPERATION	1			anne de como en la companya de la companya de companya de companya de companya de companya de companya de comp
1e	QA09113AB	ADD: BASELINE RELEASE SW	1			announce of the second of the
1f	HA00025AH	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE	1	Addat		
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	1		7997	Section of the sectio
2	LSV00Q00202A	DEVICE PROGRAMMING	1	\$207.14	\$207.14	\$207.14
3	NNTN8863B	CHARGER, DESKTOP SINGLE UNIT IMPRES 2, US/NA/LACR	1	\$149.67	\$149.67	\$149.67



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement""). If authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

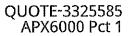


Line#	Item Number	Description	Qty	Contract Price	Sale Price E	xt. Sale Price
4	PMMN4099DL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	1	\$122.03	\$122.03	\$122,03
Grand Total			\$5,657.61(USD)			

Notes:

Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services
Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be
added to invoices.







Line#	Item Number	Parametric Data
1a	QA01648AA	ASKHOMID = 04E6





Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a case number.

Once checklist is complete, order still must go through Order Validation/Credit Approval

MEMORANDUM

TO:

COMMISSIONERS COURT

FROM:

FRAN LEE

SUBJECT: BUDGET AMENDMENT

DATE:

OCTOBER 20, 2025

The following FY 2025 budget amendment for the Jail is necessary for additional funding for inmate medical.

120-3062-423-5077

Contractual Services

400,000

120-3062-423-2003

Employees Insurance

400,000

MEMORANDUM

TO:

COMMISSIONERS COURT

FROM:

FRAN LEE

SUBJECT: BUDGET AMENDMENT

DATE:

OCTOBER 20, 2025

FY2025
The following budget amendment for the 279th District Court is necessary for additional funding for indigent defense.

120-2038-412-5079

Juvenile Attorney Fees

16,000

120-2039-412-1002

Assistants & Clerks

16,000

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM THROUGH THE GENERAL LAND OFFICE – CONTRACT NUMBER 23-160-112-F240

WHEREAS, Jefferson County, Texas has received a CDBG-MIT Resilient Communities Program grant award from the General Land Office for an updated Comprehensive Plan for the Jefferson County, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the General Land Office, and;

WHEREAS, an original signed copy of the *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

WHEREAS, Jefferson County, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide the General Land Office with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised Depository/ Authorized Signatories Designation Form.

THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS, THAT:

The County Judge and the County Auditor will be authorized to execute contractual documents for the CDBG-MIT Resilient Communities Program through the General Land Office.

The County Judge and the County Auditor will be authorized to execute the Request for Payment Form documents required for requesting funds approved in the CDBG-MIT Resilient Communities Program through the General Land Office.

PASSED AND APPROVED this 14 day of October, 2025.

SIGNATURES:

Jeff R. Branick, County Judge Jefferson County, Texas

ATTEST:

Roxanne Helberg, County Clerk

Jefferson County, Texas



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

Subrecipient:	Jefferson County	Contract Number: 23-160-112-F240	
	s below are designated by resolutories required.	ion as authorized signatories for <u>contractual</u> documents. At	
	JEFF BRANICK	FRAN LEE	
	Name	Name	
	COUNTY JUDGE	COUNTY AUDITOR	
	Title	Title	
X	mul	Gran Dee	
	Signature	Signature	
7	Name	Name	
	Title	Title	
	Signature	Signature	
The financial lending institution listed here will serve as the depository for the Texas General Land Office- Disaster Recovery Program Community Development Block Grant (CDBG) funds: STELLAR BANK			
F	Nam	e of Lending Institution	
		PO BOX 41314	
		Address	
		STON, TX 77241-1314	
· · · · · · · · · · · · · · · · · · ·		City, State, Zip Code	
	Fund Account Number:	1004221717	
The individuals		tion as authorized signatories for <u>financial</u> documents. At least	
	FRAN LEE	JEFF BRANICK	
	Name	Name	
	COUNTY AUDITOR	COUNTY AUDITOR JUDGE	
	Title	Title	
Dr	an Male	M mil	
	Signature	Signature	



COMMUNITY DEVELOPMENT & REVITALIZATION The Texas General Land Office

Depository/Authorized Signatories Designation Form

ERICA BELL
Name
FINANCIAL MANAGER
Title
ERICH Bell
Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

Grant Agreement Rural Sheriff's Office Salary Assistance Program Award # |A-0000002258

This grant agreement ("Agreeme	ent") is entered into by an	nd between the Texas	Comptrol	ller of Pub	lic
Accounts ("Comptroller") and Je	efferson	County	("Grante	e") located	at
1149 Pearl St 7th Floor	, <u>Beaumont</u>	, TX <u>77701</u>	Fo	r purposes	of
this Agreement, Comptroller an	d Grantee are sometimes	collectively referred	to as the	"Parties"	or
individually as a "Party."					

I. Recitals

Whereas, the 88th Texas Legislature (Regular Session) passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Section 130.911 of the Local Government Code;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

II. Authority

This Agreement is entered into pursuant to the authority granted in Section 130.911 of the Local Government Code. This Agreement is funded by state funds appropriated by the State Legislature.

III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of \$ 500000.00 ______ to be disbursed to Grantee for the purposes of funding a Rural Sheriff's Office Salary Assistance Grant, subject to the following:

- 1. Grantee shall use grant funds only for the authorized uses set forth in Part V of this Agreement (Authorized Uses of Grant Funds; Limitations);
- 2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Section 130.911 of the Local Government Code; the provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to this Grant, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D;
- 3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant;

- 4. Grantee may not reduce the amount of funds provided to the sheriff's office because of grant funds provided under this Agreement; and
- 5. Grant funds may only be used for the state purpose of ensuring professional law enforcement throughout the state.

IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of September 30 2026, unless terminated earlier in accordance with other provisions of this Agreement.

V. Authorized Uses of Grant Funds; Limitations

- A. Authorized Uses. Grant funds may only be used to provide a minimum annual salary of at least;
 - 1. \$75,000 for the county sheriff (as defined by 34 TAC §16.300(2));
 - 2. \$45,000 for each deputy sheriff (as defined by 34 TAC §16.300(3)) who performs motor vehicle stops in the routine performance of their duties; and
 - 3. \$40,000 for each jailer (as defined by 34 TAC §16.300(9)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county.
- B. Additional Authorized Uses. So long as each county sheriff that meets the definition in 34 TAC §16.300(2), each deputy sheriff that meets the definition in 34 TAC §16.300(3), and each county jailer that meets the definition in 34 TAC §16.300(9), regardless of hiring date, receives the respective minimum salary described by Section V.A. of this Agreement, grant funds may also be used:
 - 1. to increase the salary of a person described by Section V.A of this Agreement;
 - 2. to hire additional deputies or staff for the sheriff's office; or
 - 3. to purchase vehicles (as defined by 34 TAC §§16.300(16)), firearms, and safety equipment (as defined by 34 TAC §16.300(14)) for the sheriff's office.
 - a. Vehicle leases are allowable under this Agreement only if Grantee:
 - i. has the right to purchase the vehicle upon performing conditions stated in the lease agreement; and
 - ii. has an immediate right to possess the vehicle.
- C. **Deficient Grant Funds.** If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by Section V.A of this Agreement, Grantee may use grant funds to increase the salaries of the persons described in Section V.A on a pro-rata basis.
- D. Allowable Costs for Salary Increases. For salary increases required to bring a salary to a minimum annual salary described in Section V.A of this Agreement, and salary increases described in Section V.B.1:
 - 1. The cost of providing a salary increase includes:
 - a. the amount by which the salary increases;
 - b. excluding benefits and taxes paid for overtime pay, the amount by which the legally required nonmonetary benefits and taxes for that employee increases as a result of the salary increase, including:
 - i. the increase in the employer's share of payroll taxes; and

- ii. if applicable, any increase in the employer's share of retirement contributions.
- 2. The cost of providing a salary increase does not include:
 - a. overtime pay;
 - b. compensatory time pay that is paid out;
 - c. longevity pay; or
 - d. any legally required nonmonetary benefit that is not calculated as a percentage of salary or wages.
- 3. The increase in a salary is measured based on the salary provided on the last day of the entity's fiscal year ending prior to the first year the entity received grant funds under the Program.
- 4. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if the Grantee provides the minimum annual salary required by Section V.A of this Agreement, if applicable. Grantee may not reduce a salary below a minimum salary required by Section V.A in order to use grant funds for legally required nonmonetary benefits and taxes for that salary.
- E. Allowable Costs for New Employees. For additional employees hired under Section V.B.2 of this Agreement:
 - 1. The cost of hiring the additional employees includes:
 - a. the salary, which, if applicable, must meet the minimum annual salary required by Section V.A of this Agreement; and
 - b. the legally required nonmonetary benefits and taxes for that employee, including:
 - i. the employer's share of payroll taxes;
 - ii. if applicable, the employer's share of retirement contributions; and
 - iii. if applicable, the employer's share of health insurance premiums.
 - 2. The cost of hiring the additional employees does not include:
 - a. overtime pay;
 - b. compensatory time pay that is paid out; or
 - c. longevity pay.
 - 3. Determination of whether an employee is an additional employee is based on whether the position existed on the last day of the entity's fiscal year ending prior to the first year the entity received grant funds under the Program,
 - 4. For the additional position to be eligible for salary increases funded by the Grant, it must be an eligible salary increase under Section V.B.1 of the Agreement.
- F. Minimum Hourly Wage Calculation. If a person described in Section V.A of this Agreement is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in Section V.A and another position, the minimum annual salary required by Section V.A. may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in Section V.A as follows:
 - 1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:

- a. the minimum annual salary Section V.A; and
- b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in Section V.A each week, not to exceed 40; and
 - ii. the denominator of which is equal to 40; and
- 2. for an employee with a county adopted work period as authorized by the Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
 - a. the minimum annual salary described in Section V.A; and
 - b. a quotient:
 - i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in Section V.A each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and
 - ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.
- G. Salary Increase on Hourly-Wage Basis. A person whose salary increase may be paid with grant funds under Section V.B.1 of this Agreement may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.
- H. **Temporary Employees.** Grantee may hire an employee with a predetermined termination date but may not use grant funds for contract labor.
- I. Administrative Costs. Neither indirect costs nor direct administrative costs of Grantee are allowable under the Agreement.
- J. Expenditure of Grant Funds. Subject to Section VI.D of this Agreement (Pre-award Costs), Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds in accordance with 34 TAC §16.303(d).

VI. Payment

- A. Advance Payment. Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.
- B. **Deposit of Funds**. Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.
- C. Eligibility for Cost Reimbursement. Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.

- D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs are allowable under the terms of this Agreement.
- E. Return of Unspent Funds. Grantee agrees to return to Comptroller any unspent grant funds upon termination or expiration of the Agreement, and Grantee will return any such funds in accordance with Comptroller instructions.

VII. Reporting and Compliance

- A. Compliance Reports. Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.
- B. Remedies for Non-Compliance. If Comptroller finds that Grantee has failed to comply with the terms and conditions of this Agreement or any other requirement described in Part III, Sections 1 through 4, Comptroller may:
 - 1. require Grantee to cure the failure to comply to the satisfaction of Comptroller;
 - 2. require Grantee to return the grant funds or a portion of the grant funds;
 - 3. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;
 - 4. disallow all or part of the cost of the activity or action that is not in compliance;
 - 5. terminate the Agreement in whole or in part;
 - 6. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
 - 7. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

VIII. Equipment

Equipment purchased with grant funds is subject to the use, management, and disposition requirements of Texas Grant Management Standards. See Texas Grant Management Standards, Equipment, for applicable requirements. Grantee must obtain written disposition instructions from Comptroller when equipment acquired under the award is no longer needed, unless the per unit fair market value of the equipment is less than \$10,000. Firearms, whether equipment or supplies, are Controlled Assets, as defined by TxGMS, and must be tracked and secured by Grantee.

IX. Indemnification

TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND COMPTROLLER, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT, INCLUDING ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND COMPTROLLER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

X. General

- A. Audit Requirements. Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).
- B. **Texas Public Information Act.** Grantee understands that Comptroller will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State of Texas pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- C. Funding Limitation. The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.
- D. Right to Audit. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information

- the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.
- E. Records Retention. Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.
- F. Force Majeure. Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- G. Independent Contractor. The Parties agree that each Party is contracting as an independent contractor.
- H. Assignment. No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- I. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- J. No Waiver. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency or political subdivision of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- K. Survival. The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- L. Severability. If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- M. Governing Law and Venue. This Agreement is governed by and construed under and in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is other identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.
- N. **Termination for Convenience.** Comptroller may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Grantee. Comptroller's termination for convenience under this section may be for any reason or no reason at all.

XI. Certifications, Representations, and Warranties

Grantee certifies its compliance with and otherwise acknowledges the following and all other provisions of Appendix 6 (Uniform Assurances by Local Governments) of Texas Grant Management Standards that are applicable to this Agreement.

- A. Actual or Potential Conflicts of Interest Prohibited. Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the Agreement, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including the provisions under Chapters 171 and 176 of the Local Government Code and Chapter 573 of the Texas Government Code.
- B. Compliance with Laws, Rules, and Requirements. Grantee represents and warrants that it will comply with all applicable laws, rules, and regulations, and all terms and conditions established by Comptroller and the State of Texas with respect to the use of Grant funds.
- C. Cybersecurity Training Program (Local Government System). Grantee represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- D. Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations. Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- E. Executive Head of a State Agency. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not (1) the executive head of Comptroller, (2) a person who at any time during the four years before the date of the Agreement or grant was the executive head of Comptroller, or (3) a person who employs a current or former executive head of Comptroller.
- F. Firearm Suppressor Policy. Grantee certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Section 2.102(a) of the Texas Government Code in an action brought by the Attorney General under Section 2.104 of the Texas Government Code. If Grantee is currently being sued under Section 2.104 of the Texas Government Code or is sued under this section at any point during the duration of this grant, Grantee agrees to immediately disclose the lawsuit and its posture to Comptroller.
- G. Law Enforcement Agency Grant Restriction. If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.
- H. Legal Authority. Grantee represents that it possesses legal authority to apply for the Grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of Grantee's application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Grantee's application and to provide such additional information as may be required.

- I. Limitations on Grants to Units of Local Government. Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to a unit of local government unless the terms of the grant require that the funds received under the grant will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
- J. **Lobbying Expenditure Restriction.** Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.
- K. **Open Meetings.** If Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- L. **Political Polling Prohibition.** Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- M. Public Camping Ban. Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this Section at any point during the duration of this Grant, Grantee must immediately disclose the lawsuit and its current posture to Comptroller.
- N. Reporting Suspected Fraud and Unlawful Conduct. Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

XII. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller:

Texas Comptroller of Public Accounts

ATTN: Contracts Section 111 E 17th Street, Room 310C

Austin, Texas 78774

With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

County

Grantee: Jefferson

1149 Pearl St 7th Floor

Beaumont Texas 77701

Contact Person:

Jeff Branick

County Judge

1149 Pearl St 7th Floor

Beaumont Texas 77701 jeff.branick@jeffersoncountytx.gov

4098358466

XIII. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

lexas Comptroner of Public Accounts	Grantee	
Ву:	By: Lift Branick.	
Name	Jeff Branick	
Deputy Comptroller	County Judge	
Date:	Date: 10/16/2025 10:39 AM CDT	

docusign.

Certificate Of Completion

Envelope Id: 667C41CD-914B-4FD0-A192-36280869C436

Subject: Rural Law Enforcement Grant Agreement

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Certificate Pages: 5

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Status: Sent

Envelope Originator:

Maria Avalos

maria.avalos@cpa.texas.gov IP Address: 18.254.32.123

Record Tracking

Status: Original

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Signer Events

Jeff Branick

jeff.branick@jeffersoncountytx.gov Security Level: Email, Account Authentication

(None)

Holder: Maria Avalos

maria.avalos@cpa.texas.gov

Pool: FedRamp

Signatures: 1

initials: 0

Pool: Salesforce-PROD

Location: Docusign

Location: DocuSign

Signature

Juff Branick

Signature Adoption: Pre-selected Style Using IP Address: 67.204.4.26

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Sent: 10/16/2025 10:37:24 AM Viewed: 10/16/2025 10:38:50 AM Signed: 10/16/2025 10:39:08 AM

Electronic Record and Signature Disclosure:

Accepted: 10/16/2025 10:38:50 AM ID: 70af3ee2-7ed0-4114-8976-56a195fa9b21

Lisa Craven

lisa.craven@cpa.texas.gov

Deputy Comptroller

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 2/26/2024 10:14:36 AM

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Signature In Person Signer Events **Timestamp**

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Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status **Timestamp**

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Salesforce-PROD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact Salesforce-PROD:

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

To contact us by email send messages to: kaite.guerrero@cpa.texas.gov

To advise Salesforce-PROD of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Salesforce-PROD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Salesforce-PROD

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access: and
- Until or unless you notify Salesforce-PROD as described above, you consent to receive
 exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to you by Salesforce-PROD during the course of your relationship with
 Salesforce-PROD.

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending September 30, 2025 (Unadjusted)



Fran Lee - County Auditor

PAGE

JEFFERSON COUNTY, TEXAS FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY FOR THE MONTH ENDING SEPTEMBER 30, 2025 (UNADJUSTED) TABLE OF CONTENTS

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FRAN LEE COUNTY AUDITOR (409) 835-8500



1149 PEARL ST. – 7TH FLOOR BEAUMONT, TEXAS 77701

October 16, 2025

Honorable Commissioners Court: Judge Jeff R. Branick Commissioner Brandon Willis Commissioner Cary Erickson Commissioner Michael "Shane" Sinegal Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of September 30, 2025 (Unadjusted) together with the results of operations of the budget for the twelfth period then ended.

Revenue:

Total budgeted revenue collected for the twelve months ending September 30, 2025 (Unadjusted) is \$175,225,815. Budgeted Revenues are \$166,038,079, resulting in additional revenue collection of \$9,187,736 in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$113,066,073 for twelve months of the year. This amount represents 99% of the budgeted amount of \$114,126,069.

Sales Taxes:

Revenue from Sales Tax has exceeded the budgeted amount of \$32,700,000 by \$6,459,988.

Page Two

Licenses & Permits:

Revenue from Licenses & Permits has exceeded the budgeted amount of \$383,000 by \$15,688.

Intergovernmental:

Intergovernmental Revenue has exceeded the budgeted amount of \$1,629,660 by \$332,641.

Fees:

Revenue from Fees has exceeded the budgeted amount of \$12,006,100 by \$994,131.

Fines and Forfeitures:

Revenue from Fines and Forfeitures has exceeded the budgeted amount of \$1,405,000 by \$295,999.

Interest:

Revenue from Interest has exceeded the budgeted amount of \$3,751,250 by \$2,148,571.

Other Revenues:

Other Revenue has exceeded the budgeted amount of \$37,000 by \$714.

Expenditures:

Overall for the County's budgeted funds, ninety-two percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$175,985,984, which includes General Funds and debt service funds, excluding budgeted transfers of \$7,164,138 for the fiscal year ending September 30, 2025 (Unadjusted).

Please call me if you have any questions on the enclosed report.

Sincerely,

Fran Lee

County Auditor

Jefferson County, Texas Consolidated Balance Sheet For The Month Ending September 30, 2025 (Unadjusted)

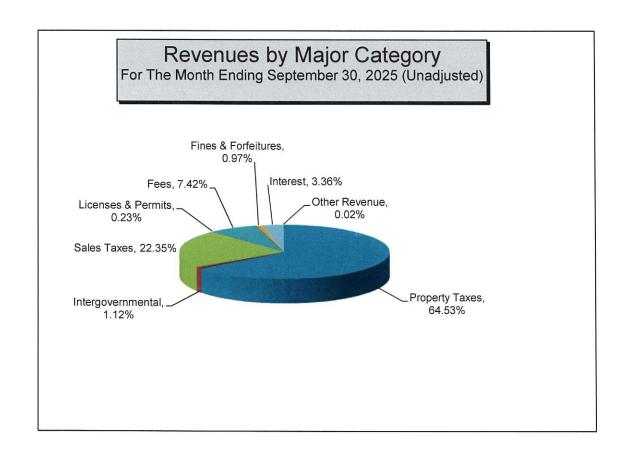
	_	General Funds	_	Special Revenue Funds	_	Capital Project Funds	S	Debt Service Funds	Enterprise Funds		Internal Service Funds	_	Total
<u>ASSETS</u>													
Cash and Cash Equivalents Receivables & Prepaids Intergovernmental Receivable Due From Other Funds Inventory Other Assets		98,203,228 6,872,230 136,834 150,000 948,116 215,923	-	50,103,671 14,373 80,785 - 18,257	_ _	20,396,203	the distribution of	822,249 252,441 - - - -	2,813,434 345,473 - 145,818 83,440,358		7,092,075	\$	179,430,860 7,484,517 217,619 150,000 1,112,191 83,656,281
Total Assets	\$ =		=		\$ =	20,396,203 \$	· <u> </u>	<u>,074,690</u> \$	86,745,083	Φ <u> </u>	7,092,073	. Ф =	272,031,400
<u>LIABILITIES AND FUNI</u>) B	<u> ALANCE/EQU</u>	ITY	, -									
Payables Intergovernmental Payables Other Liabilities Fund Balance/Equity	\$	3,836,089 360 6,761,844 95,928,038		502,803 115 677,505 49,036,663	-	20,396,203		253,572 821,118	780,447 19 5,054,130 80,910,487		3,405,949 - - 3,686,126	\$	8,525,288 494 12,747,051 250,778,635
Total Liabilities and Fund Balance/Equity	\$	106,526,331	\$	50,217,086	\$_	20,396,203	\$ <u>1</u>	1,074,690_\$	86,745,083	\$_	7,092,075	\$	272,051,468

Jefferson County, Texas Statement of Changes in Fund Balances For The Month Ending September 30, 2025 (Unadjusted)

		8/31/2025		Month Ending September 30, 2025 (Unadjusted)								9/30/2025
	Fund Balance			Receipts		Disbursements		Transfers In(/Out)	Prior Period Adjustment		_]	Fund Balance
Jury Fund	\$	16,991	\$	71,658		24,071	\$	84	\$	-	\$	64,578
Road & Bridge Pct. 1		5,300,676		63,910		213,851		_		-		5,150,735
Road & Bridge Pct. 2		1,761,318		100,852		178,246				and the same of th		1,683,924
Road & Bridge Pct. 3		777,858		63,907		237,365		-		_		604,400
Road & Bridge Pct. 4		3,810,641		24,870		310,888		-		-		3,524,623
Engineering Fund		364,153		3,420		93,351		***		-		274,222
Parks & Recreation		118,337		4,463		14,295		***		-		108,505
General Fund		87,198,083		4,964,583		12,250,188		(234,708)		-		79,677,770
Mosquito Control Fund		1,791,974		7,009		217,175		nes .		-		1,581,808
Tobacco Settlement Fund	-	3,244,049		13,424	·	_	-	-		-	_	3,257,473
Total General Funds		104,384,080		5,318,096		13,539,430		(234,708)				95,928,038
Total Special Revenue Funds		54,980,364		2,616,078		8,585,012		25,233		*		49,036,663
Total Capital Project Funds		20,112,674		84,054		10,000		209,475		-		20,396,203
Total Debt Service Funds		805,415		15,703		-		_		-		821,118
Total Enterprise Funds	-	81,125,663		416,861		632,037		-		-		80,910,487
Total Internal Service Funds	_	4,413,300		1,872,060		2,599,234		-				3,686,126
Total Balances	\$_	265,821,496	\$	10,322,852	\$_	25,365,713	\$	_	\$	_	\$_	250,778,635

Jefferson County Texas Statement of Revenues by Category - Compared with Budget Allocation For The Month Ending September 30, 2025 (Unadjusted)

Category	Cumulative Actual	7 <u></u>	Annual Budget	_	Unrealized Balance	Percentage Unrealized
Property Taxes \$	113,066,073	\$	114,126,069	\$	1,059,996	0.93%
Sales Taxes	39,159,988		32,700,000		(6,459,988)	-19.76%
Licenses & Permits	398,688		383,000		(15,688)	-4.10%
Intergovernmental	1,962,301		1,629,660		(332,641)	-20.41%
Fees	13,000,231		12,006,100		(994,131)	-8.28%
Fines & Forfeitures	1,700,999		1,405,000		(295,999)	-21.07%
Interest	5,899,821		3,751,250		(2,148,571)	-57.28%
Other Revenue	37,714		37,000		(714)	-1.93%
	-			\ -	o	·
\$	175,225,815	\$	166,038,079	\$_	(9,187,736)	-5.53%



Jefferson County, Texas Statement of Revenues - Compared With Budget Allocation For The Month Ending September 30, 2025 (Unadjusted)

	(October 2024										Cumulative	Annuai	Unrealized
		-December	January	February	March	April	May	June	July	August	September	Total	Budget	Balance
Jury Fund	_	<u> </u>			,									
Current Taxes	\$	32,047 \$	31,203 \$	68,122 \$	2,489 \$	1,212 \$	446 \$	689 \$	656 \$	277 \$	158			1,949
Delinquent Taxes		117	377	102	912	133	160	. 91	229	147	177	2,445	1,954	(491)
Jury Fees		10,599	4,852	5,627	5,657	6,081	5,671	5,712	5,922	6,428	7,877	64,426	65,000	574
Other Revenue		67,336	91	-	115	79,744	92	-	229	64,421	63,446	275,474	275,660	186
Road & Bridge Pct. 1														
Current Taxes		216,448	210,750	460,103	16,810	8,189	3,014	4,654	4,425	1,870	1,065	927,328	940,490	13,162
Delinquent Taxes		546	1,754	472	4,262	620	748	424	1,070	685	826	11,407	9,126	(2,281)
Intergovernmental Revenue		-	-	-	-	-	-	-	-	225	-	225	-	(225)
Auto Registration Fees		-	78,386	-	-	-	620,090	-	-	-	-	698,476	667,500	(30,976)
Road & Bridge Fees		103,876	58,060	37,521	62,097	38,198	60,068	44,444	54,348	43,345	40,608	542,565	525,000	(17,565)
Sales, Rentals & Services		-	-	-	-	1,041	960	-	129	-	-	2,130	-	(2,130)
Fines and Forfeitures		43,866	17,713	22,073	- 28,412	28,277	24,863	23,633	21,250	24,470	21,411	255,968	215,000	(40,968)
Road & Bridge Pct. 2														
Current Taxes		216,448	210,750	460,103	16,810	8,189	3,014	4,654	4,425	1,869	1,065	927,327	940,490	13,163
Delinquent Taxes		546	1,755	471	4,262	620	748	424	1,070	685	826	11,407	9,126	(2,281)
Intergovernmental Revenue		-	-	-	<u> -</u>	-	-	-	-	-	-	-	-	-
Auto Registration Fees		-	78,386	-	-	-	620,090	-	-	=	-	698,476	667,500	(30,976)
Road & Bridge Fees		103,876	58,060	37,521	62,097	38,198	60,068	44,444	54,348	43,345	40,608	542,565	525,000	(17,565)
Sales, Rentals & Services		-	-	-	-	6,135	-	3,784	-	- ,	36,945	46,864	"	(46,864)
Fines and Forfeitures		43,804	17,712	22,073	28,412	28,196	24,772	23,633	21,250	24,471	21,408	255,731	215,000	(40,731)
Road & Bridge Pct. 3														
Current Taxes		216,448	210,750	460,103	16,810	8,189	3,014	4,654	4,425	1,869	1,065	927,327	940,490	13,163
Delinquent Taxes		546	1,755	472	4,262	620	748	424	1,070	685	826	11,408	9,126	(2,282)
Intergovernmental Revenue			-	-	_	-	-	_	-	-	-	-	•	-
Auto Registration Fees		-	78,386	-	-	-	620,090	-	10,960	-	-	709,436	667,500	(41,936)
Road & Bridge Fees		103,876	58,060	37,521	62,097	38,198	60,068	44,444	43,388	43,345	40,608	531,605	525,000	(6,605)
Sales, Rentals & Services		2,988	-	-	-	-	-	-	-	-	-	2,988	-	(2,988)
Fines and Forfeitures		43,904	17,712	22,072	28,412	28,196	24,772	23,633	21,250	24,471	21,408	255,830	215,000	(40,830)
Road & Bridge Pct. 4														
Current Taxes		216,448	210,750	460,103	16,810	8,189	3,014	4,654	4,425	1,869	1,065	927,327	940,490	13,163
Delinquent Taxes		546	1,755	472	4,262	620	748	424	1,070	685	826	11,408	9,126	(2,282)
Intergovernmental Revenue		-	· -	-	-	_	-	-	8,379	12,881	-	21,260	11,000	(10,260)
Auto Registration Fees			78,386	-	_	-	620,089	-	-	-		698,475	667,500	(30,975)
Road & Bridge Fees		103,876	58,060	37,521	62,097	38,198	60,068	44,444	54,348	43,345	40,608	542,565	525,000	(17,565)
Sales, Rentals & Services		14,719	1,666	-	71	5,173	17,058	1,074	22,562	216	(39,037)		•	(23,502)
Fines and Forfeitures		44,104	17,713	22,073	28,412	28,196	24,772	23,633	21,250	24,471	21,408	256,032	215,000	(41,032)
Other Revenue		-	-	-	•	-	-	u.	-	-	-	-	-	-

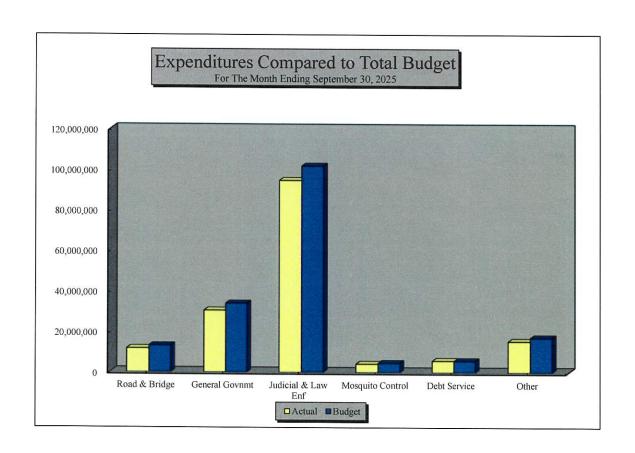
Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation For The Month Ending September 30, 2025 (Unadjusted)

	October 2024										Cumulative	Annuai	Unrealized
	-December	January	February	March	April	May	June	July.	August	September	Total	Budget	Balance
Engineering Fund												•	
Current Taxes \$	285,718 \$	278,196 \$	607,351 \$	22,189 \$	10,809 \$	3,978 \$	6,143 \$	5,841 \$	2,467	1,406 \$	1,224,098 \$	1,241,478 \$	17,380
Delinquent Taxes	670	2,153	579	5,229	761	918	520	1,314	841	1,014	13,999	11,198	(2,801)
Licenses and Permits	1,250	390	830	1,220	2,320	5,000	800	270	5,010	-	17,090	4,000	(13,090)
Sales, Rentals & Services	500	-	-	500	500	500	· -	-	500	1,000	3,500	2,000	(1,500)
Parks & Recreation													
Current Taxes	45,477	44,280	96,671	3,532	1,720	633	978	930	393	224	194,838 255	197,604 2 04	2,766 (51)
Delinquent Taxes	13	39	11	95	14	17	. 9	24	15	18	68,128	65,150	(2,978)
Sales, Rentals & Services	16,828	4,890	5,880	6,780	6,923	6,356	5,060	6,720	4,470	4,221	08,128	65,150	(2,978)
General Fund										110.000	06 671 604	07 022 569	1,360,944
Current Taxes	22,540,818	21,947,450	47,915,104	1,750,564	852,762	313,852	484,663	460,847	194,656	110,908	96,571,624	97,932,568	(242,054)
Delinquent Taxes	57,878	186,167	50,029	452,164	65,782	79,410	44,943	113,558	72,696	87,689	1,210,316	968,262	*
Sales Taxes	5,631,245	3,556,513	3,920,891	3,736,230	3,135,807	3,970,944	3,556,994	3,468,133	4,794,259	3,388,972	39,159,988	32,700,000	(6,459,988)
Other Taxes	-	-	-	-	-	-	28,078	-	9,636		37,714	37,000	(714)
Licenses and Permits	66,938	26,805	31,570	32,334	36,198	34,870	48,653	40,495	34,045	29,690	381,598	379,000	(2,598)
Intergovernmental Revenue	172,569	290	57,538	186,873	22,386	500,299	157,548	21,114	148,294	173,008	1,439,919	1,343,000	(96,919)
Fees of Office	786,012	304,635	284,975	304,396	404,673	259,434	389,942	344,669	320,375	275,410	3,674,521	3,518,800	(155,721)
Other Sales, Rentals & Svcs.	1,057,158	549,642	313,962	324,782	44,076	354,394	273,250	495,561	367,196	369,988	4,150,009	3,585,150	(564,859)
Fines & Forfeitures	77,216	40,629	38,969	41,916	67,482	55,732	108,361	94,101	88,612	64,420	677,438	545,000	(132,438)
Interest	1,008,738	524,464	626,411	507,196	512,260	589,877	446,110	556,541	392,434	464,498	5,628,529	3,600,000	(2,028,529)
Other Revenue	•	-	-	-	-	-	-	• •		-	-	-	-
Mosquito Control Fund													
Current Taxes	966,992	941,534	2,055,534	75,098	36,583	13,464	20,792	19,771	8,351	4,758	4,142,877	4,201,686	58,809
Delinquent Taxes	1,486	4,780	1,284	11,609	1,689	2,039	1,154	2,915	1,866	2,251	31,073	24,859	(6,214)
Sales, Rentals & Services	u		-	-	•	-	-		-	-	-	•	-
Tobacco Settlement Fund												*	
Intergovernmental Revenue	-	-	-	-	225,423	_	-	-	•	-	225,423	-	(225,423)
Interest	29,821	12,369	11,047	9,321	10,595	12,661	10,282	13,686	10,508	13,424	133,714	80,000	(53,714)
Debt Service								•					
Current Taxes	1,330,301	1,295,281	2,827,824	103,313	50,328	18,522	28,603	27,198	11,488	6,545	5,699,403	5,554,525	(144,878)
Delinquent Taxes	5,756	12,172	3,574	27,800	4,965	6,476	3,831	7,529	5,035	5,769	82,907	54,019	(28,888)
Interest	11,762	12,426	21,734	18,753	19,992	23,990	19,586	3,333	2,613	3,389	137,578	71,250	(66,328)
Other, Sales, Rentals & Svcs.	<u> </u>	· ·		-		10					_		
Total	\$ 35,682,110 \$	31,249,947 \$	61,026,293 \$	8,077,462 \$	5,914,460 \$	9,112,611 \$	5,940,270 \$	6,047,028 \$	6,841,835	\$ 5,333,799 \$	175,225,815 \$	166,038,079 \$	(9,187,736)

Jefferson County, Texas Statement of Expenditures - Compared With Budget Allocation - 100% of Budget Expended For The Month Ending September 30, 2025 (Unadjusted)

	Cumulative Actual	 Annual Budget	U	nencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 560,634	\$ 633,247	\$	72,613	11.47%
Road & Bridge Funds	10,282,915	11,365,040		1,082,125	9.52%
Engineering Fund	1,183,895	1,463,807		279,912	19.12%
Parks & Recreation Fund	180,681	264,728		84,047	31.75%
General Fund:					
General Government	30,344,837	33,919,589		3,574,752	10.54%
Judicial	23,000,531	24,581,503		1,580,972	6.43%
Law Enforcement	71,022,216	76,484,814		5,462,598	7.14%
Education	460,846	512,699		51,853	10.11%
Health & Welfare	8,925,033	9,819,872		894,839	9.11%
Maintenance	3,766,639	4,434,738		668,099	15.07%
Other	1,887,837	2,049,893		162,056	7.91%
Mosquito Control Fund	4,100,254	4,533,094		432,840	9.55%
Tobacco Settlement	250,000	250,000		_	-
Debt Service Funds	5,670,480	 5,672,850		2,370	0.04%
	\$ 161,636,798	\$ 175,985,874	\$	14,349,076	8.15%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending September 30, 2025 (Unadjusted)

	October 2024											Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	July	August	September	Encumbrances	Total	Budget	Balance
Jury Fund	\$ 138,353 \$	46,173 \$	20,868 \$	47,884 \$	72,188 \$	56,007 \$	46,346 \$	52,168 \$	42,973 \$	24,071 \$	13,603	560,634 \$	633,247 \$	72,613
Road & Brdg Pct. 1	324,806	155,006	148,510	114,031	178,623	228,426	308,614	233,690	595,776	213,851	267,225	2,768,558	3,017,540	248,982
Road & Brdg Pct. 2	1,009,660	196,078	146,016	157,151	141,457	160,659	145,054	145,465	332,830	178,246	95,208	2,707,824	2,859,877	152,053
Road & Brdg Pct. 3	591,236	213,971	149,271	197,275	151,038	184,598	159,825	205,738	212,189	237,365	148,892	2,451,398	2,706,969	255,571
Road & Brdg Pct. 4	405,031	202,320	149,922	151,988	116,302	129,766	320,269	233,872	269,465	310,888	65,312	2,355,135	2,780,654	425,519
Engineering	268,839	132,938	92,228	92,217	94,206	93,013	90,076	92,325	133,423	93,351	1,279	1,183,895	1,463,807	279,912
Parks & Recreation	30,618	13,106	25,099	25,075	12,910	13,660	11,659	17,461	10,286	14,295	6,512	180,681	264,728	84,047
Tax Assessor/Coll.	1,031,629	456,459	314,257	327,431	324,878	345,906	335,467	341,010	493,134	343,779	48,855	4,362,805	5,028,035	665,230
Human Resources	141,279	55,098	38,590	39,003	38,934	39,937	41,087	44,630	58,348	38,908	514	536,328	605,061	68,733
County Auditor	420,272	212,541	141,201	138,274	143,375	142,785	134,128	137,570	209,753	138,668	664	1,819,231	1,959,962	140,731
County Clerk	549,909	266,750	187,397	204,034	201,138	180,568	181,017	194,744	277,114	186,345	26,615	2,455,631	2,775,907	320,276
County Judge	231,578	105,462	77,448	76,182	84,995	80,562	77,834	80,789	107,484	85,399	2,382	1,010,115	1,195,416	185,301
Risk Management	79,737	35,772	16,196	8,715	8,606	8,662	13,087	14,812	21,576	17,057	-	224,220	389,355	165,135
County Treasurer	88,522	42,815	29,878	30,289	29,817	30,586	30,084	29,964	42,949	30,495	5	385,404	402,067	16,663
Printing Department	27,543	13,891	8,649	7,947	10,993	11,617	16,385	8,638	11,397	13,526	8,132	138,718	169,184	30,466
Purchasing Department	151,971	73,160	52,710	49,143	48,685	51,898	51,177	50,492	71,080	52,537	12,181	665,034	722,788	57,754
General Services	3,909,288	872,427	2,828,219	1,094,002	889,132	794,490	1,078,305	697,018	706,057	963,640	88,499	13,921,077	15,374,694	1,453,617
MIS	1,816,788	281,017	240,268	186,065	190,175	196,059	222,095	188,577	281,562	193,566	16,440	3,812,612	4,048,517	235,905
Voter's Registration	34,647	13,000	9,416	9,839	11,201	9,694	18,666	3,397	12,504	9,502	-	131,866	188,072	56,206
Elections	500,586	67,611	1.0,506	43,170	56,596	24,597	117,552	(70,023)	60,835	51,261	19,105	. 881,796	1,060,531	178,735
District Attorney	1,947,158	927,373	638,857	633,125	613,662	628,574	612,699	641,576	992,489	629,430	20,695	8,285,638	8,780,981	495,343
District Clerk	589,628	285,567	200,086	192,926	206,505	185,268	187,235	197,646	286,749	198,387	6,759	2,536,756	2,623,850	87,094
Criminal Dist, Court	340,697	234,256	152,045	164,903	231,244	180,760	84,917	236,198	183,789	. 246,953	1,281	2,057,043	2,162,303	105,260
58th Dist. Court	80,331	39,983	27,084	26,920	26,830	26,968	27,088	28,132	40,023	27,068	76	350,503	375,119	24,616
60th Dist. Court	86,299	42,456	28,797	28,688	28,806	28,801	28,804	29,736	42,318	29,333	31	374,069	404,440	30,371
136th Dist, Court	86,089	42,208	29,440	28,779	28,711	28,969	28,648	29,652	42,285	31,113	32	375,926	390,667	14,741
172nd Dist, Court	86,531	41,832	29,474	28,367	29,477	28,422	28,193	28,490	41,619	28,391	1,414	372,210	375,864	3,654
252nd Dist. Court	282,365	113,598	110,631	109,749	116,457	122,199	84,235	132,193	122,863	113,534	834	1,308,658	1,445,739	137,081
279th Dist. Court	164,342	62,156	61,158	50,214	62,616	50,222	83,573	83,943	64,796	74,004	322	757,346	793,030	35,684
317th Dist, Court	96,614	41,075	33,060	34,479	35,497	28,296	39,327	34,368	41,767	31,334	. 210	416,027	549,479	133,452
J.P. Pct. 1 Pl 1	100;678	51,584	35,747	35,749	35,465	34,960	34,811	37,246	51,739	35,105	201	453,285	471,448	18,163
J.P. Pct. 1 Pl 2	110,956	54,420	37,521	37,320	37,097	37,198	37,244	37,186	55,147	35,618	72	479,779	484,810	5,031
J.P. Pct, 2	106,199	51,728	33,266	33,806	34,197	33,746	33,882	33,779	49,443	33,861	1,051	444,958	463,389	18,431
J.P. Pct. 4	110,845	54,501	37,618	37,020	36,958	37,000	35,385	35,602	. 52,682	35,465	571	473,647	481,073	7,426
J.P. Pct. 6	100,239	49,761	33,457	34,962	33,535	32,637	32,441	35,850	51,884	35,018	635	440,419	473,782	33,363
J.P. Pct. 7	108,803	53,378	35,576	35,283	35,287	35,202	36,145	35,877	52,816	36,522	1,012	465,901	484,086	18,185
J.P. Pct. 8	58,825	38,797	32,560	30,955	33,422	32,318	31,946	32,974	47,999	34,000	287	374,083	470,011	95,928
Cnty. Court at Law 1	134,291	66,986	39,558	39,118	45,172	47,665	44,736	45,127	68,505	44,987	116	576,261	601,838	25,577
Cnty. Court at Law 2	142,931	67,038	51,025	49,184	69,874	53,907	51,003	60,463	64,301	55,602	97	665,425	798,053	132,628
Cnty. Court at Law 3	198,740	91,486	68,834	63,886	77,763	68,250	68,108	73,831	96,923	80,340	39	888,200	994,914	106,714
Court Master	134,623	56,799	48,273	46,004	46,502	46,689	44,967	49,577	58,835	48,816	36	581,121	609,736	28,615

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation For The Month Ending September 30, 2025 (Unadjusted)

Annual Cumulative Unencumbered October 2024 Budget Total Balance Mav July August September Encumbrances April December January February March hme 323,276 \$ 23,888 \$ 34,534 \$ 23,843 \$ 10,374 \$ 346,891 \$ 23,615 24,436 \$ 23,441 \$ 24,424 \$ Dispute Resolution 72,496 \$ 37,877 \$ 23,343 \$ 24,620 \$ 17,277 19,319 2,042 729 1,731 1,397 1,893 2,930 1,164 520 1,036 2,099 3,778 Comm. Supervision 18,752,320 17,451,455 1,300,865 1,324,549 32,534 3,878,145 1,891,760 1,292,878 1,292,835 1,491,135 1,633,178 1,306,049 1,392,857 1.915.535 Sheriff's Dept. 13,809 1,632,991 2,070,108 437,117 184,117 130,414 182,059 Crime Lab 356,908 181,827 116,765 108,598 107,961 137,422 113,111 42,967,910 45,152,135 2,184,225 3,565,039 736,933 3,446,985 3,122,541 3,225,066 5,100,420 Jail 9,838,641 4,174,697 3,248,847 3,285,751 3,222,990 1,979,891 421,246 141,277 198,098 (40,873)1,955 1,558,645 131,183 131,900 407,077 197,907 132,703 127,183 130,235 Juvenile Probation 2,329,189 2,768,767 439,578 45,135 503,166 255,529 190,547 161,977 193,229 201,620 179,036 202,242 259,597 137,111 Juvenile Detention 926,671 28,402 898,269 971 70,302 71,433 104,920 73,388 203,195 102,268 67.115 66,633 70,887 67,157 Constable Pct. 1 20,920 62,565 43,487 2,472 611,691 632,611 42,817 101,701 125,130 42,478 43,977 42,830 41,843 Constable Pct. 2 62,391 582,711 526,246 56,465 42,069 129,386 32,373 35,330 41,638 45,077 41,776 62,696 Constable Pct. 4 64,939 30,962 680,957 727,715 46,758 78,793 54,170 54,638 50,681 51,890 50,759 77,856 61,015 6,679 140,231 54,245 Constable Pct. 6 651,638 668,400 16,762 68,570 46,491 Constable Pct. 7 134,764 66,372 45,702 47,465 45,784 45,795 50,625 100,070 563,537 604,166 40,629 948 44,689 41,944 42,180 41,210 45,437 64,908 Constable Pct. 8 133,899 64,629 42,269 41,424 1,132,411 1,600,000 467,589 103,200 104.730 92,685 124,950 106,440 98,767 60,386 226,350 94,610 120,293 **County Morgue** 460,846 512,699 51,853 35,741 52,203 40,681 2,375 37,133 34,602 Agriculture Ext. 100,989 50,205 35,069 33,988 37,860 1,461,069 1.646,018 184,949 118,231 5,501 374,739 153,680 111,475 113,212 109,904 108,987 106,449 110,090 148,801 Public Health # 1 1,545,265 222,959 1,322,306 103,278 12,883 94,761 101,820 101.814 135,647 Public Health # 2 340,262 134,285 98,031 100,483 99,042 416,252 437,956 21,704 40,106 30,812 33,984 44,968 Nurse Practitioner 94,325 44,695 30,591 32,708 33,281 30,782 94,999 95,000 1 43,300 Child Welfare 47,500 4,199 522,705 71,700 451,005 34,499 36,448 866 47,520 34,279 34,277 36,128 36,270 36,845 52,910 100,963 Env. Control 4,907,036 5,267,720 360,684 1,725,079 124,955 143,307 123,755 143,099 Ind. Medical Svcs. 282,603 82,465 1,954,380 105,152 117,844 104,397 272,366 305,208 32,842 21,822 20,659 31,625 23,084 56,789 33,238 22,264 20,816 20,714 21,355 Emergency Mgmt. 193,810 218,218 254,785 261,908 109,228 2,629,883 3,159,506 529,623 192,848 282,944 209,005 500,043 196,420 210,674 Beaumont Maintenance 927,477 994,121 66,644 72,397 59,392 79,748 71,107 91,793 Port Arthur Maint. 196,520 88,865 67,774 68,262 65,361 66,258 209,279 281.111 71.832 17,528 15,316 15,620 21,438 14,915 Mid-County Maint. 38,003 20,315 18,663 16,608 16,077 14,796 1,619,331 70,382 87,026 1,548,949 128.856 161,026 127,466 126,723 116,943 134.066 Service Center 270,765 175,084 105,234 115,760 338,888 415,299 76,411 30,213 (57) 42,327 63,254 34,434 23,546 27,990 27,760 31,159 28,974 29,288 Veteran Service 4,533,094 432,840 4,100,254 333,925 1,628,331 164,243 143,374 218,201 113,141 136,909 122,908 451,923 217,175 570,124 Mosquito Control 250,000 250,000 250,000 Tobacco Settlement 5,672,850 2,370 5,670,480 5,384,050 **Debt Service Funds** 286,430 15,263 15,263 Contingency 175,985,874 \$ 13,539,430 \$ 2,701,755 \$ 161,636,798 \$

16,680,483 \$

16,316,790 \$

11,448,284 \$ 11,516,317 \$ 11,429,651 \$

\$ 35,893,125 \$ 16,138,439 \$ 14,842,104 \$ 11,130,420 \$

Total

Jefferson County, Texas Statement of Bonded Indebtedness For The Month Ending September 30, 2025 (Unadjusted)

	Beginning Amount	2024-2025 Requ	irements		2024-2025 Payn	nents	Ending Amount
Issue	Outstanding P	rincipal Interest	Fees Total	Principal	Interest	Fees Total	Outstanding
2012 Refunding Bonds	\$ 4,465,000 \$	4,465,000 \$ 133,950 \$	2,500 \$ 4,601,450	\$ 4,465,000 \$	133,950 \$	1,400 \$ 4,600,350	\$ -
2019 Certificates of Obligation	12,640,000	635,000 433,900	2,500 1,071,400	635,000	433,900	1,230 1,070,130	12,005,000
	\$ 17,105,000 \$	5,100,000 \$ 567,850 \$	5,000 \$ 5,672,850	\$5,100,000_\$	567,850 \$	2,630 \$ 5,670,480	\$ 12,005,000

Jefferson County, Texas Statement of Transfers In and Out For The Month Ending September 30, 2025

	Fund	Transfers In		Transfers Out	
120	General Fund	_		5,197,555	(a)
120	General Fund	-		485,430	(b)
217	Cybersecurity Grant	19,876	(b)	_	
230	Commuity Supervision Fund	-		276,783	(a)
233	Mentally Impaired Offender	1,922	(a)	~	
237	Community Corrections Program	89,528	(a)	-	
239	Drug Diversion Program	185,333	(a)	-	
241	Sheriff Department Grants	5,626	(b)	-	
245	Crime Victim's Clearing	222,273	(b)	-	
257	Auto Theft Grant	54,585	(b)		
263	VAWA Fund	44,383	(b)	-	
311	Capital Projects	2,709,475	(a)	-	
312	CETRZ Grant	34,822	(b)	_	
550	SETEC Fund	2,488,080	(a)	_	
876	Sheriff-Spindletop Grant	103,865	(b)	-	
		\$5,959,768	- : =	\$5,959,768	

⁽a) Budgeted Transfer

⁽b) Grant Match

Jefferson County, Texas Statement of Comp-Time Liability For The Fourth Quarter - September 30, 2025 (Unadjusted)

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	359.50	\$ 10,342.50
Road & Bridge # 2	413.26	13,122.75
Road & Bridge # 3	446.32	13,075.49
Road & Bridge # 4	4.75	129.18
Engineering	35.38	1,279.43
Tax Assessor/Collector	366.41	10,011.04
Human Resources		, <u>-</u>
County Auditor	43.87	1,413.99
County Clerk	342.32	9,130.08
County Judge	0.01	0.13
Treasurer	0.01	0.12
Printing	-	-
Purchasing Department	8.50	222.97
MIS	366.86	12,339.92
Voter Registration	7.40	246.25
Elections Department	199.46	5,945.88
District Attorney	53.13	1,570.76
District Clerk	455.25	12,368.85
Criminal District Court	79.51	2,555.90
58th District Court	1.63	52.24
172nd District Court	-	
252nd District Court	2.38	92.34
317th District Court	H	-
Justice of Peace Pct. 1 Pl. 1	172.26	4,801.08
Justice of Peace Pct. 1 Pl. 2	205.00	5,668.90
Justice of Peace Pct. 2		-
Justice of Peace Pct. 4		-
Justice of Peace Pct. 6	4.27	138.63
Justice of Peace Pct. 7	0.01	0.16
Justice of Peace Pct. 8	-	-
County Court at Law #2	36.44	1,149.11
County Court at Law #3	0.01	0.11
Court Master	0.01	0.16
Associate Court Administrator	7.51	218.40
Dispute Resolution Center	125.38	3,233.27
Sheriff's Department	12,534.22	534,447.71
Crime Lab	145.11	6,786.91
Correctional Facility	9,867.30	321,323.53
Juvenile Probation	85,26	2,418.46
Juvenile Detention Home	191.67	3,624.90
Constable Pct. 1	415.13	15,475.05

Jefferson County, Texas Statement of Comp-Time Liability For The Fourth Quarter - September 30, 2025 (Unadjusted)

.	Cumulative	Current
Department	Hours	Liability
Constable Pct. 2	2.00	\$ 98.10
Constable Pct. 4	8.50	324.25
Constable Pct. 6	188.30	5,141.52
Constable Pct. 7	31.04	1,388.87
Constable Pct. 8	24.00	614.48
Public Health No. 1	41.50	913.57
Public Health No. 2	12.57	306.27
Nurse Practitioner	22.63	736.75
Environmental Control	-	-
Indigent Health	2.75	55.27
Emergency Management	79.50	2,811.68
Mosquito Control	419.00	11,702.65
Maintenance - Beaumont	339.08	8,500.18
Maintenance - Port Arthur	338.22	9,325.09
Maintenance- Mid County	80.00	2,386.84
Service Center	97.00	2,781.11
Veterans' Services Office	53.25	1,528.93
Airport	1,175.35	29,322.74
Visitors' Center	104.00	1,945.21
Grant A Basic Probation	16.26	450.75
Grant A Mental Health Service	0.26	8.94
Grant A Community Programs	110.13	3,225.36
Grant A Pre and Post Adjudication	_	, -
Community Supervision	267,36	7,278.55
Adult Surveillance Program	10.00	158.23
Community Corrections	28.36	666.21
High Need Program	22.00	600.21
TJPC Grant Contract M	16.13	464.19
Drug Diversion	63.63	1,464.50
Juvenile Probation and Detention	73,63	1,184.53
Mentally Impaired Offender	22,00	613.85
Auto Theft	140.75	5,762.67
Sheriff Mental Health Liaison -Cnty	121.38	5,043.35
Sheriff Mental Health Liaison	21.25	871.55
Marine Division	3,899.49	166,338.41
Courthouse Security	400.00	17,720.29
District Clerk Records	0.01	0.13
Total	35,206.85	\$ 1,284,921.43
1 0 141	33,200.63	Ψ 1,207,721.43
Comp-Time Liability at 09/30/2024	39,126.32	\$ 1,376,415.55

PGM: GMCOMMV2	DATE		P.	AGE: 1
NAME	10-28-2025	AMOUNT	CHECK NO. 100	TOTAL
JURY FUND				
DAWN DONUTS			533588	43.50**
ROAD & BRIDGE PCT.#1				43.30""
CERTIFIED LABORATORIES W.W. GRAINGER, INC. M&D SUPPLY ACE IMAGEWEAR SOUTHERN TIRE MART, LLC UNITED STATES POSTAL SERVICE HERRERA'S EMERGENCY LIGHTING MARTIN PRODUCT SALES LLC HLAVINKA EQUIPMENT COMPANY ADVANCE AUTO PARTS ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES ROAD & BRIDGE PCT.#2		1,521.40 49.37 29.57 75.39 479.92 15.19 3,06.20 3,415.20 26.71 32.99 59.40	533445 5334458 5333469 5333491 5333535 53335548 53335552 53335577 5333647 10,	981.38**
AUDILET TRACTOR SALES		919 05	533442	
AUDILET TRACTOR SALES CERTIFIED LABORATORIES CARY ERICKSON PHILPOTT MOTORS, INC. ACE IMAGEWEAR SOUTHERN TIRE MART, LLC BUMPER TO BUMPER CENTERPOINT ENERGY RESOURCES CORP CHARTER COMMUNICATIONS TEXAS MATERIALS		919.05 1,569.85 834.23 154.95 1,50.35 26.54 788.63 1,687.40	533452 533472 533491 5333542 5333543 533666	044.01**
ROAD & BRIDGE PCT. # 3				
SPIDLE & SPIDLE BEAUMONT TRACTOR COMPANY ENTERGY PHILPOTT MOTORS, INC. SANITARY SUPPLY, INC. ACE IMAGEWEAR SOUTHERN TIRE MART, LLC ON TIME TIRE SAM'S CLUB DIRECT ALL TERRAIN EQUIPMENT CO CHARTER COMMUNICATIONS BIG TEX TRAILER WORLD INC		2,495.44 3,396.96 291.98 2,432.00 2,432.00 2,432.00 430.00 334.28 314.01 173.84 9,381.50	533459 5334777 53334891 53335574 53335574 53335597 53336633	889.18**
ROAD & BRIDGE PCT.#4			21,	007.10
CINTAS, INC. M&D SUPPLY SANITARY SUPPLY, INC. UNITED STATES POSTAL SERVICE US POSTAL SERVICE HOUSTON FREIGHTLINER INC COTTON CARGO GULF COAST WASHINGTON COUNTY TRACTOR, INC ODP BUSINESS SOLUTIONS, LLC US BANK NATIONAL ASSOCIATION		267.48 8666.350 951.509 294.000 429.300 429.30 418.09 631.15 359.98	533446 5334677 533345262 533355708 553336610 5533366423 5533366423 5533366423	160 54++
ENGINEERING FUND			335,	169.54**
ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES		368.63 121.49	533642 533647	490.12**
PARKS & RECREATION				
CITY OF PORT ARTHUR - WATER DEPT. ENTERGY SANITARY SUPPLY, INC. GENERAL FUND		77.61 673.00 1,974.04	533459 533477	724.65**

TAX OFFICE

PGM:	GMCOMMV2	DATE 10-28-2025			PAGE: 2
	NAME		AMOUNT	CHECK NO	. ¹⁰¹ TOTAL
UNITED LOWE'S	STATES POSTAL SERVICE STATES POSTAL SERVICE HOME CENTERS, INC. CAPITAL SERVICES		425.59 398.10 132.05 61.79	533526 533528 533534 533647	1 017 52+
COUNTY	HUMAN RESOURCES				1,017.53*
UNITED UNITED BAPTIST AMAZON	OVANCE ACCOUNT STATES POSTAL SERVICE STATES POSTAL SERVICE PHYSICIAN NETWORK CAPITAL SERVICES NATIONAL ASSOCIATION		1,576.72 .74 .74 218.00 57.57 50.00	533464 533526 533528 533530 533647 533673	1,903.77*
AUDITOF	R'S OFFICE				1,903.77
UNITED	STATES POSTAL SERVICE STATES POSTAL SERVICE		6.36 26.72	533526 533528	33.08*
COUNTY	CLERK				
UNITED UNITED VERITR <i>I</i>	Y'S SPRINT PRINTING STATES POSTAL SERVICE STATES POSTAL SERVICE ACE INC CAPITAL SERVICES		27.11 241.85 379.39 323.52 453.40 129.59	533455 533466 533526 533528 533647	1,554.86*
COUNTY	JUDGE				1,334.00
UNITED ROCKY I KIMBERI JOSHUA THOMSON SNIDER LAW OFF JAMES N AMAZON TEXAS	DEROUEN STATES POSTAL SERVICE LAWDERMILK LY PHELAN, P.C. C HEINZ I REUTERS-WEST LAW FIRM PLLC FICE OF J SCOTT FREDERICK M BLACK CAPITAL SERVICES ASSOCIATION OF COUNTIES LETTE SHELANDER		200.00 16.64 250.00 250.00 137.38 500.00 500.00 14.28 200.00 450.00	9065628 9255428 333555547788637762 333333333333333333333333333333333	8,018.30*
RISK MA	ANAGEMENT				0,010.30"
UNITED	STATES POSTAL SERVICE STATES POSTAL SERVICE		5.89 151.29	533526 533528	157.18*
	TREASURER STATES POSTAL SERVICE		350.79	533526	
UNITED	STATES POSTAL SERVICE		145.78	533528	496.57*
	JG DEPARTMENT		0.00	500500	
	ON 4 LLC CAPITAL SERVICES		270.00 553.14	533592 533647	823.14*
PURCHAS	SING DEPARTMENT				023.14"
UNITED	AMINER STATES POSTAL SERVICE STATES POSTAL SERVICE CAPITAL SERVICES		377.50 10.61 4.54 129.00	533453 533526 533528 533647	521.65*
GENERAI	SERVICES				J <u>J</u> I. () J
CASH AI SPINDLE S.E. TE ROCHEST	R BMT. CHAMBER OF COMMERCE DVANCE ACCOUNT ETOP MHMR EXAS REGIONAL PLANNING TER ARMORED CAR CO INC TH PAPERS		1,250.00 50.00 38,984.75 115,301.61 6,049.78 4,103.45	533443 533464 53334681 53334561 53336	

PGM: GMCOMMV2	DATE 10-28-2025		PAGE: 3
NAME	10 10 1010	AMOUNT	CHECK NO. 102 TOTAL
CHARTER COMMUNICATIONS CHARTER COMMUNICATIONS CHARTER COMMUNICATIONS CHARTER COMMUNICATIONS AMAZON CAPITAL SERVICES		2,442.83 221.17 239.20 896.35 215.38	533632 533635 533636 533640 533647 169,754.52*
DATA PROCESSING			109,734.32
INSIGHT PUBLIC SECTOR INC BIWAY MEDIA ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES SILKTIDE INC US BANK NATIONAL ASSOCIATION		16.57 3,845.00 404.68 161.88 4,400.16 2,421.39	533583 533617 533642 533647 533655 533673 11,249.68*
VOTERS REGISTRATION DEPT			11,249.00
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE		148.01 273.89	533526 533528 421.90*
ELECTIONS DEPARTMENT			
THE EXAMINER UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE AMG PRINTING & MAILING LLC ROXANNE ACOSTA-HELLBERG		4,950.00 15.51 64.51 148.12 456.90	533453 533526 533528 533596 533651 5,635.04*
DISTRICT ATTORNEY			
THE EXAMINER HERNANDEZ OFFICE SUPPLY, INC. CASH ADVANCE ACCOUNT RANDI A. KING PATRICK KNAUTH UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE MCM ELEGANTE HOTEL THOMSON REUTERS-WEST FUNCTION 4 LLC RAYMOND SHEARER PHILLIP SMITH ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES		1,280.50 1,280.44 1,139.56 148.33 148.33 1,483.30 1,483.00 1,483.00 1,483.00 1,483.78 1,483.79 712.27	533453 533464 5333465 5333467 53335528 53335528 53335578 53335599 5333599 5333642 5333647
DISTRICT CLERK			12,007.13
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE TEXAS ASSOCIATION OF COUNTIES ODP BUSINESS SOLUTIONS, LLC AERIALINK		433.84 409.37 225.00 242.74 226.92	533526 533528 533598 533642 533664 1,537.87*
CRIMINAL DISTRICT COURT			1,557.07"
CASH ADVANCE ACCOUNT JOHN D WEST UNITED STATES POSTAL SERVICE JOEL WEBB VAZQUEZ LAURIE PEROZZŌ TURK LAW FIRM RAEGAN MINALDI		88.00 8,750.00 .74 987.50 2,000.00 8,750.00 8,750.00	533464 533496 533526 533558 533575 533661
58TH DISTRICT COURT			29,326.24*
SOUTHEAST TEXAS WATER		79.90	533483 79.90*
60TH DISTRICT COURT			79.90*
UNITED STATES POSTAL SERVICE		.74	533526

136TH DISTRICT COURT

.74*

PGM: GMCOMMV2	DATE 10-28-2025			PAGE: 4
NAME		AMOUNT		103 TOTAL
UNITED STATES POSTAL SERVICE LEXIS-NEXIS		$\begin{smallmatrix} 1.32\\125.00\end{smallmatrix}$	533528 533529	106 20+
172ND DISTRICT COURT				126.32*
UNITED STATES POSTAL SERVICE ROBERT TRAPP		26.04 128.80	533528 533584	
252ND DISTRICT COURT		120.00	333301	154.84*
MIKE VAN ZANDT		8,750.00	533488	
UNITED STATES POSTAL SERVICE MATUSKA LAW FIRM		900.00	533528 533582	0 650 544
279TH DISTRICT COURT				9,650.74*
MARVA PROVO ANITA F. PROVO NATHAN REYNOLDS, JR. UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE GLEN M. CROCKER DONEANE E. BECKCOM LANGSTON ADAMS JOEL WEBB VAZQUEZ KIMBERLY PHELÂN, P.C. TONYA CONNELL TOUPS ALLEN PARKER JONATHAN L. STOVALL THOMSON REUTERS-WEST BRYAN E MCEACHERN PC JENNIFER DELAGE JULLIANA REYES THE PARDUE LAW FIRM, PLLC JULIANNA NICKS EVA COLETTE SHELANDER		1,500.00 2,970.00 1,925.00 1,925.00 330.00 1,320.00 1,380.00 1,380.00 1,3220.00 220.00 9924.00 1,220.00 9925.10 12,3357.00	34568136164958912491 777223333445567790157 444555555555555556666 33333333333333333	
317TH DISTRICT COURT		2,357.00	333071	36,249.32*
MARVA PROVO NATHAN REYNOLDS, JR. KEVIN PAULA SEKALY PC SOUTHEAST TEXAS WATER CHARLES ROJAS GLEN M. CROCKER LANGSTON ADAMS JOEL WEBB VAZQUEZ KIMBERLY PHELAN, P.C. ODP BUSINESS SOLUTIONS, LLC		1,500.00 325.00 325.00 21.50 1,700.00 325.00 440.00 435.00 220.00 73.69	533478 533478 5334482 53334491 53333533 53335546 53333 53333546 533333 533335462	5,365.19*
JUSTICE COURT-PCT 1 PL 1				3,303.17
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE JUSTICE COURT-PCT 1 PL 2		50.14 117.39	533526 533528	167.53*
UNITED STATES POSTAL SERVICE		53.12	533526	
UNITED STATES POSTAL SERVICE		43.66	533528	96.78*
JUSTICE COURT-PCT 2				
TEXAS STATE UNIVERSITY SAN MARS		450.00	533484	450.00*
JUSTICE COURT-PCT 4 TEXAS STATE UNIVERSITY SAN MARS		150.00	533485	
JUSTICE COURT-PCT 6		130.00	222403	150.00*
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE DIRECTV, LLC JUSTICE COURT-PCT 7		78.15 35.39 111.99	533526 533528 533629	225.53*

PGM: GMCOMMV2	DATE			PAGE:	5
NAME	10-28-2025	AMOUNT	CHECK NO.	104 TO	OTAL
BEAUMONT ENTERPRISE TEXAS STATE UNIVERSITY SAN MARS		31.92 850.00	533451 533484	881.9	92*
JUSTICE OF PEACE PCT. 8				001.3	7
TEXAS STATE UNIVERSITY SAN MARS TEXAS ASSOCIATION OF COUNTIES		700.00 350.00	533486 533598	1,050.0	10 *
COUNTY COURT AT LAW NO.1				1,050.0	J
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE		2.96 4.44	533526 533528	7	1 ∩ *
COUNTY COURT AT LAW NO. 2				7.4	±0 "
A. MARK FAGGARD MARVA PROVO UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE JENNIFER DELAGE LAW OFFICE OF GILES R COLE & ASSOC THE LAW OFFICE OF CHRISTY L CAUTHEN BLUE TRITON BRANDS INC	<u>-</u>	350.00 350.00 19.66 20.72 1,050.00 400.00 350.00 58.96	533454 5334573 53335228 533355221 53336659 53336659	2 500 7	0.4 *
COUNTY COURT AT LAW NO. 3				2,599.3	34 ^
TODD W LEBLANC MARVA PROVO NATHAN REYNOLDS, JR. UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE LAW OFFICE OF GILES R COLE & ASSOC THE LAW OFFICE OF CHRISTY L CAUTHEN	<u>-</u>	350.00 350.00 1,437.50 3.70 2.22 775.00 400.00	533439 533475 5333475 533528 533522 533653	3,318.4	10*
COURT MASTER				3,310.	12
LAWRENCE E THORNE III ODP BUSINESS SOLUTIONS, LLC	į	5,928.82 343.41	533561 533642	6,272.2	23*
MEDIATION CENTER					
SHERIFF'S DEPARTMENT				. (00*
CASH ADVANCE ACCOUNT KIRKSEY'S SPRINT PRINTING MOORMAN & ASSOCIATES, INC. DEPARTMENT OF INFORMATION RESOURCES VERIZON WIRELESS UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE RITA HURT THOMSON REUTERS-WEST GALLS LLC WALMART CAPITAL ONE ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES BEAUMONT OCCUPATIONAL SERVICES US BANK NATIONAL ASSOCIATION		5, 383.75 1, 633.00 1, 537.23 1, 537.23 3, 8920.09 3, 8920.09 1, 206.00 1, 274.87 1, 274.87 1, 2733.2.0 1, 2733.2.0 1, 2733.2.0 1, 2733.2.0	55555555555555555555555555555555555555	25,440.6	5 7 *
CRIME LABORATORY			2	13,440.0	5 /
FERGUSON ENTERPRISES INC AIRGAS USA, LLC WATERS TECHNOLOGIES CORPORATION ODP BUSINESS SOLUTIONS, LLC LGC STANDARDS US BANK NATIONAL ASSOCIATION	23	323.24 813.18 1,813.19 185.99 871.12 356.44	533593 533604 533630 533642 533670 533673	24,363.2	16*
JAIL - NO. 2	21	175 QA	522 <i>117</i>		
CITY OF BEAUMONT - WATER DEPT. CITY OF BEAUMONT - WATER DEPT.	31	0,175.90 244.03	533447 533448		

PGM: GMCOMMV2	DATE 10-28-2025			PAGE: 6
NAME	10 20 2023	AMOUNT	CHECK NO	· 105 TOTAL
KIRKSEY'S SPRINT PRINTING GALLS LLC TRINITY SERVICES GROUP INC WORKQUEST ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES POWERDMS INC BRAEKO INC		24.95 1,254.83 52,225.47 2,885.86 1,823.23 706.28 4,070.23 2,000.00	533466 5335809 5333624 5333642 5333647 5333658 5333660	25 410 504
JUVENILE PROBATION DEPT.			`	95,410.78*
FED EX UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE KESHA DUPLECHAIN		167.05 .74 11.45 33.60	533456 533526 533528 533547	212.84*
JUVENILE DETENTION HOME				212.01
CITY OF BEAUMONT - WATER DEPT. BEN E KEITH COMPANY CENTERPOINT ENERGY RESOURCES CORP VANSCHECA SANDERS-CHEVIS INDUSTRIAL & COMMERCIAL MECHANICAL BIG THICKET PLUMBING INC BAK GLOBAL LLC		5,614.58 5,476.53 264.09 400.00 1,877.69 180.00 100.00	533447 533540 533543 533549 533571 533600 533648	13,912.89*
CONSTABLE PCT 1			•	13,912.09
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE		44.90 40.43	533526 533528	05 22+
CONSTABLE-PCT 4				85.33*
GT DISTRIBUTORS, INC. EASTEX TACTICAL		480.90 129.96	533457 533668	610.86*
CONSTABLE-PCT 6				010.80
GT DISTRIBUTORS, INC. UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE THOMSON REUTERS-WEST		2,392.23 16.31 60.65 137.38	533457 533526 533528 533578	2,606.57*
CONSTABLE PCT. 7				2,000.57
AT&T		49.43	533487	49.43*
CONSTABLE PCT. 8				17.13
THOMSON REUTERS-WEST		348.00	533578	348.00*
COUNTY MORGUE				
FORENSIC MEDICAL		121,680.00	533606 12	21,680.00*
AGRICULTURE EXTENSION SVC		7.4	E22E26	
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE		.74 .74	533526 533528	1.48*
HEALTH AND WELFARE NO. 1				1.40
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE PROCTOR'S MORTUARY INC BONNIE SWAIN EZEA D EDE MD EZEA D EDE MD MUNRO'S UNIFORM SERVICES, LLC		65.54 65.83 900.00 174.72 3,297.95 350.00 69.58	533526 5335560 533562 5335615 533616 533643	4,923.62*
HEALTH AND WELFARE NO. 2				

70.00

533460

ENTERGY

PGM: GMCOMMV2	DATE 10-28-2025			PAGE: 7
NAME	10-20-2025	AMOUNT	CHECK NO	. 106 TOTAL
CLAYBAR HAVEN OF REST EZEA D EDE MD EZEA D EDE MD		1,288.00 3,297.95 350.00	533524 533615 533616	E 00E 0E*
NURSE PRACTITIONER				5,005.95*
SERVET MUHITTIN SATIR BAK GLOBAL LLC		1,000.00	533623 533648	1,100.00*
ENVIRONMENTAL CONTROL				1,100.00
NATIONAL ENVIRONMENTAL HEALTH ASSOC		240.00	533628	240.00*
INDIGENT MEDICAL SERVICES				210.00
LOCAL GOVERNMENT SOLUTIONS LP THOMSON REUTERS-WEST OUTCOMES OPERATING INC		8,096.00 323.79 278.00	533555 533578 533657	8,697.79*
MAINTENANCE-BEAUMONT				0,091.19
W.W. GRAINGER, INC. M&D SUPPLY ACE IMAGEWEAR AT&T DEPARTMENT OF INFORMATION RESOURCES OTIS ELEVATOR COMPANY SHERWIN-WILLIAMS A1 FILTER SERVICE COMPANY AT&T CORP CHARTER COMMUNICATIONS AMAZON CAPITAL SERVICES		116.00 293.04 279.43 937.48 1.64 2,808.46 927.50 12,809.94 237.87 2,399.00	89074 46889977 33448893556134 33333335556133 555555555555555555555555	00.045.104
MAINTENANCE-PORT ARTHUR				20,847.18*
METAL-MART SUPERIOR SUPPLY & STEEL TEXAS GAS SERVICE ALLIED ELECTRICAL SYSTEMS&SOLUTIONS CHARTER COMMUNICATIONS PARKER'S BUILDING SUPPLY AMAZON CAPITAL SERVICES MASSEY SERVICES INC		1,689.92 392.00 500.81 405.00 514.64 212.10 97.00 601.00	533477 533455536 533355538 533336647 553336647 553336662	4 410 47+
MAINTENANCE-MID COUNTY				4,412.47*
SETZER HARDWARE, INC. W. JEFFERSON COUNTY M.W.D. CENTERPOINT ENERGY RESOURCES CORP		29.64 317.98 267.53	533479 533489 533543	615.15*
SERVICE CENTER				013.13
J.K. CHEVROLET CO. JEFFERSON CTY. TAX OFFICE		3 4 5 5 7 7 7 7 7 7 7 7 7 7 7 7 7	278901234567890123456 6999900000000011111111 333333333333333333	

PGM: GMCOMMV2	DATE 10-28-2025			PAGE: 8
NAME		AMOUNT	CHECK NO	. 107 TOTAL
JEFFERSON CTY. TAX OFFICE LOWE'S HOME CENTERS, INC. ADVANCE AUTO PARTS DENNIS LOWE		7.50 7.50 7.50 7.50 7.50 7.30 1,6532.22 103.64	533517 5335519 5335520 533355221 53335534 533355377 5333590	
AMAZON CAPITAL SERVICES		148.00	533647	7,991.66*
VETERANS SERVICE				
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE		3.00 4.61	533526 533528	7.61* 50,668.42**
MOSQUITO CONTROL FUND			0	50,000.42
JACK BROOKS REGIONAL AIRPORT SETZER HARDWARE, INC. CENTERPOINT ENERGY RESOURCES CORP TARGET SPECIALTY PRODUCTS CY-FAIR TIRE US BANK NATIONAL ASSOCIATION		905.48 25.33 55.32 23,518.80 149.75 87.69	533463 533479 533543 533594 533607 533673	24 242 22**
J.C. FAMILY TREATMENT			•	24,742.37**
MARY BEVIL		1,309.00	533613	1,309.00**
SECURITY FEE FUND				1,303.00
ALLIED UNIVERSAL SECURITY SERVICES		11,488.88	533612	11,488.88**
LAW LIBRARY FUND			·	,
THOMSON REUTERS-WEST		206.00	533578	206.00**
CWPP /GAF ERIC PREV				
H2O PARTNERS		12,155.00	533654	12,155.00**
GRANT A STATE AID				·
BI INCORPORATED		881.30	533493	881.30**
COMMUNITY SUPERVISION FND				
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE REDWOOD TOXICOLOGY LABORATORY, INC JCCSC CHARTER COMMUNICATIONS		56.97 159.81 267.33 15.00 208.53	533526 533528 533550 533564 533637	707.64**
COMMUNITY CORRECTIONS PRG				707.01
US BANK NATIONAL ASSOCIATION		700.50	533673	700.50**
COUNTY CLERK - RECORD MGT				700.30
DLT SOLUTIONS LLC		50,391.63	533441	50,391.63**
COUNTY RECORDS MANAGEMENT				
UNITED STATES POSTAL SERVICE		60.00	533526	60.00**
DEPUTY SHERIFF EDUCATION				
US BANK NATIONAL ASSOCIATION		1,500.00	533673	1,500.00**
HOTEL OCCUPANCY TAX FUND				•
ENTERGY		1,456.21	533459	

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1.69 21.35 247.50 163.65 218.79 265.00 79,423.75 1,227.55 520.00	CHECK NO. 108 TOTAL 533494 533528 533566 533589 533593 533618 533621 533631 533642 533675 83,574.89**
30,073.33 998.85	533528 533566 533589 533593 533618 533621 533631 533642 533675 83,574.89**
	·
	533450
	533458 31,072.18**
	31,072.10
142.89 2,335.02 156.00 163.28 1,000.00 175.44 507.81 63,716.78 476.35 216.28 15.10 126.00	533446 533458 533534 533551 5335576 5335605 533607 533642 533644 533673
	09,030.93
858.00 193,191.17 3.18	533611 533665 533667 194,052.35**
	194,032.33
1,652.00	533571 1,652.00**
20,667.82	533676 20,667.82**
19,124.86 19,429.45 11,629.45 11,629.47 2045.49 2045.90 6,1,005.88 33,1,1,623 752,,4129 883,1,1,623 111,623 883,1,1,623 111,691	533422 533423 533424 5333426 5333427 5333429 5333430 5333431 53334332 53334334
	193,191.17 3.18 1,652.00 20,667.82 19,124.86 3,499.00 11,629.45 208.00 6,045.47 589,193.92

RUBEN ZAPATA

MARINE DIVISION

200.00 533650

200.00**

PGM: GMCOMMV2	DATE 10-28-2025			PAGE:	10
NAME	10 20 2025	AMOUNT	CHECK NO). ¹⁰⁹ TO	TAL
JACK BROOKS REGIONAL AIRPORT RITTER @ HOME SETZER HARDWARE, INC. OTIS ELEVATOR COMPANY THE DINGO GROUP-PETE JORGENSON MARI NIGHT FLIGHT CONCEPTS INC ARROW AVIATION CO LLC HELICOPTER INSTITUTE INC MASSEY SERVICES INC A1 TINT AND ACCESSORIES INC SHERIFF - COMMISSARY		153.70 308.00 16.12 3,562.20 464.49 1,035.00 1,781.94 2,575.50 1,628.00	536 54799 347799 3333355685 5533333555667 553333333333333333333333	11,684.9	5**
THOMSON REUTERS-WEST GUARDIAN RFID SHERIFF-SPINDLETOP GRANT		3,877.73 3,580.50	533578 533652	7,458.2	3**
GALLS LLC		66.82	533587 6,1	66.8 69,291.7	2** 9***

CONSIDER AND APPROVE BUDGET TRANSFER FOR ACCRUALS FY 2025

ACCOUNT NUMBER	DESCRIPTION	INCREASE	DECREASE
110 2027 412 10 02	Assistants & Clerks	260.00	
110 2027 412 10 07	Court Report	410.00	
110 2027 412 30 78	Office Supplies		670.00
120 2034 412 10 01	Department Head	113.00	
120 2034 412 10 02	Assistants & Clerks	260.00	
120 2034 412 10 07	Court Report	410.00	
120 2034 412 10 42	Bailiff	205.00	
120 2034 412 20 3	Employees Insurance		988.00
120 2035 412 10 01	Department Head	113.00	
120 2035 412 10 02	Assistants & Clerks	260.00	
120 2035 412 10 07	Court Report	410.00	
120 2035 412 10 42	Bailiff	202.00	
120 2035 412 20 3	Employees Insurance		985.00
120 2036 412 10 01	Department Head	113.00	
120 2036 412 10 02	Assistants & Clerks	260.00	
120 2036 412 10 07	Court Report	410.00	
120 2036 412 10 42	Bailiff	202.00	
120 2036 412 50 62	Travel		685.00
120 2036 412 50 77	Contractual Services		300.00
	Total	3,628.00	3,628.00

Count 19

AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between **Jefferson County** (County), and **Tim Richardson** ("Consultant"). This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

I. <u>SCOPE OF AGREEMENT</u>

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

II. RESPONSIBILITIES OF THE PARTIES

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds, GOMESA funds and Congressional Supplemental bills (hurricanes and any others) will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
 - Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Evaluate and pursue government and private foundation grant funding opportunities consistent with County approved objectives;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. <u>PERSONNEL</u>

- A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.
- B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall begin October 1, 2025 and expire on September 30, 2026 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.
- B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.
- C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.
- D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in it's or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. COMPENSATION/TERMS OF PAYMENT

- A. During the term of this Agreement the County shall pay Consultant \$108,000 annually at \$9,000 per month which payments will be made upon receipt of a monthly invoice.
- B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.
 - C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.
- D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.
- E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14-day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.
- F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

B. <u>Joint Copyright Ownership</u>

- 1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.
- 2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.
- 3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

VII. <u>AUTHORIZED CONTACTS</u>

The following County employees are authorized contacts under this Agreement:

Jeff Branick, Judge, **Jefferson County**; jeff.branick@jeffersoncountytx.gov; office: 409-835-8466.

Tim Richardson, consultant, trpr51@gmail.com, office/mobile 202-352-1269.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

a) If to the County, to:
 Honorable Jeff Branick
 Jefferson County
 County Court House
 1149 Pearl Street

Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson 6707 Old Stage Road Rockville, MD 20852

- A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.
- B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.
 - C. This section shall survive termination of this Agreement.

XII. GOVERNING LAW / VENUE

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

XIII. <u>AGENCY</u>

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

XIV. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

XVI. <u>EQUAL OPPORTUNITY</u>

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

XVII. MISCELLANEOUS

- A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.
- B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.
- C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel

advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their

Date

Signature of Consultant

STATE OF TEXAS	§ §	INTERLOCAL AGREEMENT
COUNTY OF JEFFERSON	§	

WHEREAS, The Lower Neches Valley Authority (LNVA) and Jefferson County, Texas, seek to remove an unsafe wooden bridge over the LNVA Port Arthur Canal located west of the Jefferson County Airport on Jefferson County property. See location map, Attachment A; and

WHEREAS, LNVA performed a formal inspection of the bridge and determined it to be Circa 1960, made of wood on wooden piling and has now deteriorated to the point of being hazardous for vehicle crossing and could block the flow of water if the bridge were to collapse (See letter and report from LNVA in Attachment B); and

WHEREAS; LNVA agrees to use its manpower and equipment to remove the structure from the canal and the County agrees to provide manpower and trucks/trailers to haul the debris from the site to a County laydown area and to be responsible for the final disposition of the debris; and

WHEREAS, the LNVA and the County will work together to coordinate the efforts regarding the removal and loading of the demolished structure and associated debris.

NOW, THEREFORE, KNOW ALL MEN BY THE PRESENTS:

The LNVA and Jefferson County hereby agree as follows:

- 1. The LNVA shall be responsible for all labor, equipment and any possible additional costs associated with the structure removal i.e. additional structure evaluation, surveying, Texas One Calls, utility relocation, etc. deemed necessary by LNVA for the structure removal.
- 2. Jefferson County agrees to coordinate and allow LNVA access to the site across Jefferson County Property for the purposes of the bridge removal activities. (See Attachment C for property survey)
- 3. Jefferson County agrees to manage the disposition of the debris resulting from the bridge removal and will have trucks and or trailers available for loading of the removed debris. LNVA will load the debris onto County vehicles.
- 4. Gates and or fencing on the eastern side of the canal at the bridge location are to remain in place. Gates and or fencing on the western side should remain in place if possible, but can be removed and set aside, if necessary. County will re-install if needed.
- 5. County shall be responsible for traffic barriers or markers to be placed at the LNVA western easement after the bridge removal.

- 6. There shall be no other costs charged to either party by either party for the work described herein.
- 7. This Agreement shall be effective on the date of its execution and may be terminated for just cause by either party.
- 8. This Agreement shall be construed according to the laws of the State of Texas.
- 9. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this Agreement will be submitted to an agreed upon mediator for resolution. Nothing in this Section is intended to waive either party's right to seek civil relief in a Court of proper jurisdiction.
- 10. The parties further agree that during the performance of the work, no agent, servant or employee of a party will be an agent, servant or employee of the other.

Executed on the	day of	UPLO CONTRACTOR OF THE CONTRAC	, 2025.
~ l.			
XXX ramille			
Jeff R. Branick		Scott Hall	

County Judge, Jefferson County

Attest: County Clerk

General Manager, LNVA

ATTACHMENT A

ATTACHMENT A



ATTACHMENT B

ATTACHMENT B

RECEIVED JUN 0 9 2025



June 2, 2025

The Honorable Judge Jeff Branick 1149 Pearl Street Beaumont, Texas 77701

Re: PA_B_20.63 Bridge Inspection Report

Jefferson County, Texas

Lower Neches Valley Authority

Judge Branick:

Last year, the Lower Neches Valley Authority (LNVA) commissioned a bridge inspection contract with Barnhart Constructors, Inc. to inspect various bridges and flumes on LNVA's canal system. One (1) of the structures inspected is referenced by LNVA as the "PA_B_20.63 Bridge". This bridge is located approximately 200-feet east of W. Port Arthur Road (Spur 93) in the vicinity of the Jack Brooks Regional Airport on what was formerly Doornbos property. It is our understanding that the referenced bridge is located in a dedicated Jefferson County public right-of-way.

Based on LNVA's records, the bridge was presumably constructed circa 1960 as a 14'x42' creosoted wooden bridge on timber piling. The condition of the bridge has since deteriorated to a point it is now deemed hazardous to cross. Several of the wooden stringers under the wheel paths of the bridge are broken, rotted, and collapsing as noted in the enclosed inspection report. As a result of the inspection and the bridge's apparent poor condition, LNVA desires to permanently close the bridge to private and public access, with preference being that the bridge be physically removed from the canal.

We bring this issue to your attention because the bridge is located in the County's right-of-way. LNVA is desirous to close this bridge as soon as possible and requests the County's concurrence. If in agreement, we also request the County advise whether it will close or otherwise remove the bridge with its own forces, or if assistance will be required of LNVA.

Please refer to the enclosed inspection report and photos for details on the current condition of the bridge. Should we need to discuss the matter further, please advise.

Sincerely

Scott Hall, P.E. General Manager

Bridge Inspection Record

:	ucture: Bridge Route: Bridge PA B20.63	_
Description: Three Simple Span Timber Stringer Bridge On Timber P		_
	Christopher R. Barnhart, P.E. Date: 02/16/24	_
Company Name: Barnhart Constructors, Inc. F-669 Maintenance S N- Not applicable 9- Excellent condition 8- Very good condition - no problems noted 7- Good condition - some minor problems 6- Satisfactory condition - minor deterioration of structural elements (limited 5- Fair condition - minor deterioration of structural elements (extensive) 4- Poor condition - deterioration significantly affects structural capacity	STATE OF TEXASON	
3- Serious condition - deterioration seriously affects structural capacity 2- Critical condition - bridge should be closed until repaired 1- Failing condition - bridge closed but repairable 0- Failed condition - bridge closed and beyond repair	60390 CENSE ONAL ENGLOSIONAL ENGLOS ONAL	
Enter a rating for each element of each component. The rating should equal Component Ratings should equal the lowest rating of any element of the coattachments for all ratings of 7 or below.	al or exceed the minimum rating listed to the left of each element.	
Min. Deck (Item 58) Rating	Min. Superstructure (Item 59) Rating	g
1 Deck-Rating Timber 1) 6 Wearing Surface 8" Gravel Base 2) 6 6 Joints, Expansion, Open N Joints, Expansion, Sealed N Joints, Other N Drainage System 2) 6 6 Curbs, Sidewalks & Parapets 3) 6 6 Median Barrier N N A Railings N N P Delineation (curve markers) N DOTHER N N DOTHER N N DOTHER N N N N N N N N N N N N N N N N N N N	0 Main Members - Steel N 0 Main Members - Concrete N 0 Main Members - Timber 1) 3 0 Main Member Connections N 1 Floor System Members N 5 Secondary Members N 5 Secondary Members Connections N 6 Expansion Bearings N 6 Fixed Bearings 2) 6 6 Steel Protective Coating N	N N N N N N N N N N N N N N N N N N N

District:	County: _	124 Cont-Secti	on: No - Name	Structure: Bridge Route: Bridge PA B20.63
Min.	Substruc	cture (Item 60)	Rating	Min. Channel (Item 61) Rating
0 0 0 5 0 5 6 Comm 1) Ab 2) Ab 3) Mc 4) Mc 5) Mc	Abutment Caps Above Ground Below Ground or Fou Backwalls & Wingwal Intermediate Support Caps - Con Caps - Stee Caps - Tim bove Groun Above	undation Ils Is Is Increte Is Is Increte Is Is Is Is Is Is Is Is Is I	1) 5 2) 5 8 3) 6 N N N 4) 6 N N S) 4 N N N N	O Channel Banks 1) 7 O Channel Bed 2) 8 S Rip Rap, Toe Walls & Aprons N Dikes N Other N Component Rating 7 Comments: 1) Moderate erosion behind west wingwall; photo 33. Moderate erosion along east channel bank; see photo 34. 2) Channel bed appears stable. Min. Approaches (Item 65) Rating D Embankments 1) 6 Embankment Retaining Walls N S Slope Protection 1) 6 S Roadway Gravel Base 2) 7 Relief Joints N Gravel Base 2) 7 Relief Joints N
				6 Guardfence N 7 Delineation N 7 Sight Distance 8 Other N Component Rating 6 Comments: 1) Moderate erosion behind west wingwall; photo 33. 2) Gravel base approach is largely grassed over.
				Min. Miscellaneous Rating 7 Signs N 7 Illumination N 7 Warning Devices 1) 8 7 Utility Lines N Other N
				Comment 1) Entry Gate Controls Access.

BRIDGE INSPECTION FOLLOW-UP ACTION WORKSHEET

District:	20 County: 124 Control-Section: No - Name Structure#: Bridge Route: Bridge P.	A B20.63	3
Description		ary 16, 2	024
Feature Cr			
Firm Name	Barnhart Constructors, Inc. F-669 Maintenance Section: Lower Neches Vall	ey Autric	ority
	Reference Feature:		
1. Roadway	- Wearing Surface 5. Superstructure - Bearings 9. Substructure - Other 13. Structural Paint System		
2. Roadway			
3. Roadway			
4 Superstru	cture - Main Member 8. Substructure - Bents & Piers 12. Approaches 16 Other		
Recommen	ndation Type: 1 - Critical (30 days) 2 - Urgent (6 Months) 3 - Routine (24 Months) 4 - Action GT 24 months NR - Previously Rec; Not Performe	d	
Reference	Action/Comments	1085	Rec.
Feature	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ratings	Туре
	In the southeast span three stringers are broken under the east wheel path, and one under the west wheel path.		
4	The east exterior stringer has crushed over the northeast abutment, and over southwest abutment.	6	3
	Replace broken timber stringers. Alternately, evaluate bridge for replacement.		
	Replace broken timber stringers. Alternately, evaluate bridge for replacement.		
			1
		-	
		1	
		-	

LNVA

Bridge PA B20.63 Inventory Record

Page 1 of 1 County: Jefferson Feature Carried: No Name Bridge Location: N 29.940549, W 94.032676 PORT ARTHUR CANAL **FLOW** 44'-0" 16'-0" 17'-0" 18'-2" -13'-11"--14'-10"-PLAN VIEW 9" Deep Base At Side, 8" Deep Base At Vehicle Wheel Paths 6" Timber Curb (Typ) 12"x10". Timber Cap ~ Timber Backwall Timber (Typ) Backwall 3~13"Ø Timber Piles 3~11"Ø Timber Piles 3~13"Ø Timber Piles 3~12"Ø Timber Piles 4 1 ELEVATION (LOOKING NORTHWEST) 18'-2" 17'-0" 6" Timber Curb (Typ) 16'-0" Timber Deck Plank 8"x2" (Typ) 4"x12" Timber Stringers @ 14" Avg Spacing 12" x 10" Timber Cap -6'-9"-6'-9"--1'-5" 1'-5"-**Timber Piles** TYPICAL SECTION R. BARNHART **BARNHART** CRS amlas 08 Nov 2024 CONSTRUCTORS, INC. F669

Load Rating Summary

Date: 11/07/24 Rating Engineer's Initials: NDT Version: 4.0.4

Bridge Information

District: Beaumont (20) County: Jefferson (124)

Structure # : LNVA Bridge PA B20.63
Location: No Name Bridge Over LNVA Port Arthur Canal

AADT®: 50

Truck % (1% MIN): 1%

EV Daily Crossing: 1

(1 or 10) One Direction

of Lanes:

Year Built: Unknown

Components and Load Ratings

		Inve	ntory	Oper	ating
Component	Description	Н	HS	Н	HS
Timber Deck	Timber Deck Plank 8"X2"	16.2	16.2	30.5	30.5
Timber Stringer	4"X12" Timber Stringers Span 1 From SOUTHWE	2.7	2.7	5.3	5.3
Timber Cap	12" X 10" Timber Cap	7.3	6.9	12.5	11.8
Timber Pile	11" Dia Timber Pile At SW Interior Bent	28.5	26.8	37.3	35.0

Controlling Component

		Controlling Component
H Inventory:	H 2.7	Timber Stringer
H Operating:	H 5.3	Timber Stringer
HS Inventory:	HS 2.7	Timber Stringer
HS Operating:	HS 5.3	Timber Stringer
SU₄ Operating:	0.28	Timber Stringer
SU₅ Operating:	0.28	Timber Stringer
SU ₆ Operating:	0.28	Timber Stringer
SU ₇ Operating:	0.28	Timber Stringer
TYPE 3:	0.32	Timber Stringer
TYPE 3S2:	0.36	Timber Stringer
TYPE 3-3:	0.39	Timber Stringer
NRL:	0.28	Timber Stringer
EV₂ Operating:	0.25	Timber Stringer
EV3 Operating:	0.18	Timber Stringer

C. R. BARNHART

60390

/CENSE

08 Nov 2024

Additional Notes

Recommended Load Posting: Weight Limit AXLE OR TANDEM 5,000 LBS. WEIGHT
LIMIT
AXLE OR
TANDEM
5,000 LBS

Timber Deck (ASD)

11/06/24 Date: Rating Engineer's Initials: NDT Version: 4.0.4

Bridge Information

District: Beaumont (20) County: Jefferson (124)

Structure #: LNVA Bridge PA B20.63 Location: No Name Bridge Over LNVA Port Arthur Canal AADT ®: 50

of Lanes:

Truck % (1% MIN): 1% EV Daily Crossing: 1

(1 or 10) One Direction

Year Built: Unknown

Deck Descr: Timber Deck Plank 8"X2"

Deck Inputs

DATA INPUT TABLE	
Deck Condition Rating:	5
Deck Unit Weight (kcf):	0.050
Actual Plank Thickness (in):	2.000
Actual Plank Width (in):	8.000
Surfacing (Runners) Thickness (in):	
Surfacing (Runners) Unit Weight (kcf):	
Surfacing (Asphalt) Thickness (in):	
Surfacing (Asphalt) Unit Weight (kcf):	
Fill Material Depth (in):	9.000
Fill Material Unit Weight (kcf):	0.125
Misc. Dead Load (ksf):	
Stringer Spacing (in):	14.000
Stringer Top Flange Width (in):	4.000

DECK PROPERTIES	
Is Deck Laminated:	No
Width of Deck Resist. Wheel Load (in):	16.000
S_x (in ³):	10.667
Allowable Bending Stress, F _b (ksi):	1.000
M _{ALL} (k-in):	10.667

CONTROLLING DECK SPAN CHECK***		
Deck Span ₁ (in):	12.000	
Deck Span ₂ (in):	12.000	
Controlling Deck Span (in):	12.000	

^{***}AASHTO 2002 17th Edition - 3.25.1.2

Analysis

 <i>y</i>					
Dead Load Moment					
Plank Weight (k/in):	0.001	_			
Wearing Surface Weight (k/in):	0.000				
Fill Weight (k/in):	0.010				
Misc. Weight (k/in):	0.000				
Total Weight in Deck Plank Span (k/in):	0.011				
[Simple / Distributed] MDL (k-in):	0.278				

H/HS - Ratings Inventory				
M _{LL} (k-in):	-			
H-Rating (Iteration):		<use (equation)="" below<="" h-rating="" td=""></use>		
H-Rating (Equation):	16.243	<equation 37b<="" td=""></equation>		
Controlling H-Rating:	16.243			

Inventory H-Rating Iteration

Operating H-Rating Iteration

Operating 1.36*M_{ALL} - M_{DL} (k-in): M_{LL} (k-in): 14.230 <Use H-Rating (Equation) below H-Rating (Iteration): H-Rating (Equation): 30.468 <Equation 37b Controlling H-Rating: 30.468

Additional Notes

€ - Flexure Controls Rating

HS	Inventory:	HS 16.2	RF= 0.81
HS	Operating:	HS 30.5	RF= 1.52
	¥£ H RA	TING	
H	Inventory:	H 16.2	RF= 0.81
Н	Operating:	H 30.5	RF= 1,52
AASHTO LI	GAL LOAD	S RATING FACTORS	S
SU ₄ Operating:	1.52	TYPE 3:	1.52
SU ₅ Operating:	1.52	TYPE 3S2:	1.52
SU ₆ Operating:	1.52	TYPE 3-3:	1.52
SU ₇ Operating:	1.52	NRL:	1.52
EMERGENC)	VEHICLE (EV) RATING FACTO	RS
EV2 Operating:	1.46	EV ₃ Operating:	1.52

€ HS Ratings

¥ - Based on H-20 Rating £ - Flexure Controls Rating

Values calculated based on Allowable Stress Method

*** DO NOT DISCLOSE ***

THIS INFORMATION IS CONFIDENTIAL UNDER THE TEXAS HOMELAND SECURITY ACT AND 23 USC SECTION 409, SAFETY SENSITIVE INFORMATION

Timber Stringer (ASD)

11/07/24 Date: Rating Engineer's Initials: NDT Version: 4.0.4

of Lanes:

Bridge Information

District: Beaumont (20) County: Jefferson (124) Structure #: LNVA Bridge PA B20.63

Location: No Name Bridge Over LNVA Port Arthur Canal

AADT ®: 50 Truck % (1% MIN): 1%

EV Daily Crossing: 1

(1 or 10) One Direction

Year Built: Unknown

Stringer Descr: 4"X12" Timber Stringers Span 1 From SOU

Stringer Inputs

DATA INPUT TABLE		
Span ID:	SOUTHWEST SPAN	
Span Type:	Simple	
Simple Span Length (ft):	15.33	
**Stringer Spacing (in):	14.000	

"It is generally accepted to use the average springer spacing if the actual spacing

DECK INPUTS			
Import Values from Defined Deck Module:	Timber Deck		
Deck Thickness (in):	2.000		
Deck Weight (ksf):	0.008		
Fill Weight (ksf):	0.094		
Wearing Surface Weight (ksf):	0.000		
Misc. Loads (ksf):	0.000		

STRINGER PRO	Stringer Height (in):	12.000
	otched Height (in):	12,000
	Stringer Width (in):	4.000
Stringe	r Unit Weight (kcf):	0.050
Allowable Bendir	g Stress (Fb) (ksi):	0.800
Allowable She	ar Stress (F _v) (ksi):	0.085
Mis	c. Dead Load (klf):	
MISC. STRINGER ANAL	YSIS PROPERTIES	3
Deck Type for LLDF:	Treated Timb	er
LL	Distribution Factor:	0.29
	LL Impact	1.30

Controlling Equivalent Simple Span Length (ft):

Distance to Critical Section (ft):

Effective Stringer Height (in):

*See Additional Notes

3.00 1.00

12.000 S_x (in³): 96.000

Analysis

Moment Analysis				
H15 Wheel Line Moment (k-ft):	46.0			
HS15 Wheel Line Moment (k-ft):	46.0			
M _{ALL} (k-ft):	6.4			
M _{DL} (k-ft):	4.0			
[H15] - M _{LL} (k-ft):	13.4			
IR (H15):	2.7			
IR (HS15):	2.7			
OR (H15):	5.3			
OR (HS15):	5.3			

Shear Analysis	
H15 Wheel Line Shear (k):	9.7
HS15 Wheel Line Shear (k):	9.7
V _{ALL} (k):	2.7
V _{DL} (k):	0.6
[H15] - V _{LL} (k):	4.3
IR (H15):	7.3
IR (HS15):	7.3
OR (H15):	10.7
OR (HS15):	10.7

Southwest Span Has 3 Broken Timber Stringers At Western Wheel Path; One Stringer Broken At Eastern Wheel Path, And Southeast Exterior Stringer Is 100% Decayed At Southwest Abutment. Reduce Fb to 0.8, Fv to 0.085.

- € Flexure Controls Rating
- ¥ Based on H-20 Rating
- £ Flexure Controls Rating

€ HS Ratings				
HS	Inventory:	HS 2.7	RF= 0.13	
HS	Operating:	HS 5.3	RF= 0.26	
	¥£ H RA	TING		
ŀ	Inventory:	H 2.7	RF= 0.13	
Н	Operating:	H 5.3	RF= 0.26	
AASHTO LI	EGAL LOAD	S RATING FACTOR	S	
SU₄ Operating:	0.28	TYPE 3:	0.32	
SU ₅ Operating:	0.28	TYPE 3S2:	0.36	
SU ₆ Operating:	0.28	TYPE 3-3:	0.39	
SU ₇ Operating:	0.28	NRL:	0.28	
EMERGENCY	EMERGENCY VEHICLE (EV) RATING FACTORS			
EV ₂ Operating:	0.25	EV ₃ Operating:	0.18	

Values calculated based on Allowable Stress Method

*** DO NOT DISCLOSE ***

THIS INFORMATION IS CONFIDENTIAL UNDER THE TEXAS HOMELAND SECURITY ACT AND 23 USC SECTION 409, SAFETY SENSITIVE INFORMATION

Timber Cap (ASD)

11/06/24 Date: Rating Engineer's Initials: NDT 4.0.4 Version:

Bridge Information

District: Beaumont (20) County: Jefferson (124)

Structure #: LNVA Bridge PA B20.63

Location: No Name Bridge Over LNVA Port Arthur Canal

AADT ®: 50

of Lanes:

Truck % (1% MIN): 1%

EV Daily Crossing: 1

(1 or 10) One Direction

Year Built: Unknown

Cap Descr: 12" X 10" Timber Cap

Cap Inputs

DATA INPUT TABLE	
Bent ID Number:	Timber Cap At Bent 2
Pile Spacing (ft):	6.75
Equivalent Length Factor:	1.00
Cap Unit Weight (kcf):	0.050
Cap Width (in):	12.000
Cap Height (in):	10.000
Notched Height (in):	
Cap Condition:	Fair
Abutment or Int. Bent:	Int. Bent
Adjacent Span Length 1 (ft):	13.92
Adjacent Span Length 2 (ft):	15,33
Superstructure Material Type:	Timber
Is Superstructure Continuous Over Cap:	No

DEAD LOAD CALCS	
Effective Deck Length for Dead Loads (ft):	14.63
Deck Type: Timber Deck	
Deck+Fill+Wear, Surface (ksf):	0.102
Superstructure Type: Timber Stringer	
Superstructure Member Spacing (in):	14.000
Superstructure Member Weight (klf):	0.017
Cap Weight (klf):	0.042
Total Dead Load (klf):	1.744
MISC. CAP ANALYSIS PROPERTIES	
Equiv. Simple Span Length (ft):	6.75
K:	1.00
Effective Cap Height (in):	10.000
Allowable Bending Stress, F _b (ksi):	1.200
Allowable Shear Stress, F _v (ksi):	0.125
S_x (in ³):	200.000
Distance to Critical Section (ft):	2.09
Effective Horizontal Shear Factor, K _s :	0.844

Analysis

Moment Analysis				
	Max H15 Reaction (k):	12.3		
	Max HS15 Reaction (k):	13.0		
	M _{ALL} (k-ft):	20.0		
	M _{DL} (k-ft):	9.9		
	[Max H15] - M _{LL} (k-ft):	20.7		
	IR (H15):	7.3		
	IR (HS15):	6.9		
	OR (H15):	12.5		
	OR (HS15):	11.8		

Shear Analysis				
	Max H15 Reaction (k):	12.3		
	Max HS15 Reaction (k):	13.0		
	V _{ALL} (k):	10.0		
	V _{DL} (k):	4.4		
	[Max H15] - V _{LL} (k):	7.1		
	IR (H15):	11.7		
	IR (HS15):	11.0		
	OR (H15):	19.3		
	OR (HS15):	18.1		

Additional Notes

€ - Moment Controls Ratings

- ¥ Based on H-20 Rating
- £ Moment Controls Ratings

	€ HS Ratings					
HS	Inventory:	HS 6.9	RF= 0.34			
HS	HS Operating:		RF= 0.59			
	¥£ H RATING					
ŀ	H Inventory:		RF= 0.37			
Н	H Operating:		RF= 0.63			
AASHTO LI	AASHTO LEGAL LOADS RATING FACTORS					
SU ₄ Operating:	0.55	TYPE 3:	0.67			
SU ₅ Operating:	0.51	TYPE 3S2:	0.68			
SU ₆ Operating:	0.47	TYPE 3-3:	0.81			
SU ₇ Operating:	0.46	NRL:	0.45			
EMERGENCY	EMERGENCY VEHICLE (EV) RATING FACTORS					
EV ₂ Operating:	0.59	EV ₃ Operating:	0.37			

Values calculated based on Allowable Stress Method

*** DO NOT DISCLOSE ***
THIS INFORMATION IS CONFIDENTIAL UNDER THE TEXAS HOMELAND SECURITY ACT AND 23 USC SECTION 409, SAFETY SENSITIVE INFORMATION

Timber Pile (ASD)

11/06/24 Date: Rating Engineer's Initials: NDT 4.0.4 Version:

Bridge Information

District: Beaumont (20) County: Jefferson (124)

Structure #: LNVA Bridge PA B20.63

Location: No Name Bridge Over LNVA Port Arthur Canal

AADT®: 50

of Lanes:

Truck % (1% MIN): 1%

EV Daily Crossing: 1

(1 or 10) One Direction

Year Built: Unknown

Pile Descr: 11" Dia Timber Pile At SW Interior Bent

Deck Inputs

DATA INPUT TABLE	
Pile ID Number:	NW Exterior Pile
Interior or Exterior Pile:	Exterior
Exterior Pile Spacing (ft):	6.75
Wheel Load Overhang Distance* (ft):	1.42
Pile Height (ft):	6.00
Pile Diameter (in):	11.000
Section Loss (%):	30%
Pile Unit Weight (kcf):	0.050
Pile Condition	Poor
Abutment or Int. Bent	Int. Bent
Adjacent Span Length 1 (ft):	15,33
Adjacent Span Length 2 (ft):	13.92
Effective Length "K" Factor:	1.00
Method for Subsurface Capacity:	Assumed Pile Capacity
Superstructure Material Type:	Timber
Is Superstructure Continuous Over Pile:	No

"Wheel Load Overhang Distance is the largest distance that a wheel load is expected to travel outside the centerline of pile (min of 0')

IMPORT FROM CAP MODULE

Cap Module: Timber Cap

DEAD L	OAD CALCS			
Effective Deck Length for Dead Loads (ft): 14.63				
Effective Tributary Deck V	Vidth for Dead Loads (ft):	4.79		
Deck Type: Timber Deck				
Deck+	Fill+Wear. Surface (ksf):	0.102		
Superstructure Type:	Timber Stringer			
Superstructu	re Member Spacing (in):	14.000		
Superstruct	ure Member Weight (klf):	0.017		
Cap Type:	Timber Cap			
	Cap Weight (klf):	0.042		
	Total Dead Load (ksf):	0.119		
MISC. PILE ANA	LYSIS PROPERTIES"			
Wheel Line	e Distribution Factor, DF:	1.53		
	Timber Grade:	No. 1		
Mod	lulus of Elasticity, E (ksi):	1600.		
Allowable Com	pression Stress, F _c (ksi):	0,920		
Subs	urface Capacity, P _{ALL} (k):	44.0		
C	olumn Capacity, P _{ALL} (k):	87.4		
	Net Section, PALL (k):	61.2		
	Controlling F _c ' (ksi):	0.920		
Slenderness Ratio, kl/d: 8.3				
		27.98		

adjusted if necessary.

Analysis

Compression Analysis		
Max H15 Reaction (k):	12.3	
Max HS15 Reaction (k):	13.0	
Pile Capacity, PALL (k):	44.0	
P _{DL} (k):	8.4	
[Max H15] - P _{LL} (k):	18.8	
IR (H15):	28.5	
IR (HS15):	26.8	
OR (H15):	37.3	
OR (HS15):	35.0	

Additio	onal Note.	5				
	€- Co	mpressio	n Contro	Is Ratino	IS	

- ¥ Based on H-20 Rating
- £ Compression Controls Ratings

	€ HS Ratings					
HS	Inventory:	HS 26.8	RF= 1.34			
HS	HS Operating:		RF= 1.75			
	¥£ H RATING					
ŀ	H Inventory:		RF= 1.42			
Н	H Operating:		RF= 1.86			
AASHTO L	AASHTO LEGAL LOADS RATING FACTORS					
SU₄ Operating:	0.77500.10.00	TYPE 3:	1.98			
SU ₅ Operating:	1.52	TYPE 3S2:	2.03			
SU ₆ Operating:	1.40	TYPE 3-3:	2.41			
SU ₇ Operating:	1.36	NRL:	1.33			
EMERGENCY	EMERGENCY VEHICLE (EV) RATING FACTORS					
EV ₂ Operating:	1.75	EV ₃ Operating:	1.09			

Values calculated based on Allowable Stress Method

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VIEW-1 ROADWAY VIEW - LOOKING NORTHEAST JPEG No.: 0404

NOTE: BASE 9" DEEP AT SIDES, AND 8" DEEP AT VEHICLE WHEEL PATHS.



VIEW-2 ROADWAY VIEW - LOOKING SOUTHWEST JPEG No.: 0408

Note: Southeast Timber Curb Is Missing Along Spans 2 & 3.





VIEW-3

ELEVATION VIEW UPSTREAM SIDE - LOOKING EAST

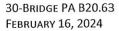
JPEG No.: 0412



VIEW-4

ELEVATION VIEW UPSTREAM SIDE - LOOKING SOUTH

JPEG No.: 0409







VIEW-5 **ELEVATION VIEW DOWNSTREAM SIDE - LOOKING NORTH** JPEG No.: 0413 Note: Southeast Timber Curb Is Missing Along Spans 2 & 3. Southeast Exterior Stringer Of Spans 1 & 3 Are 100% Decayed At End Over Abutment Caps.



VIEW-6 **ELEVATION VIEW DOWNSTREAM SIDE - LOOKING WEST** JPEG No.: 0407 NOTE: SOUTHEAST TIMBER CURB IS MISSING ALONG SPANS 2 & 3. SOUTHEAST EXTERIOR STRINGER OF SPANS 1 & 3 ARE 100% DECAYED AT END OVER ABUTMENT CAPS.

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VIEW-7 SUPERSTRUCTURE VIEW OF SPAN 1 - LOOKING WEST JPEG No.: 0434 Note: 3 Broken Timber Stringers At Western Wheel Path; And One Stringer Broken At Eastern Wheel Path.



VIEW-8 **SUPERSTRUCTURE VIEW OF SPAN 1 - LOOKING EAST** JPEG No. : 0460 Note: 3 Broken Timber Stringers At Western Wheel Path; And One Stringer Broken At Eastern Wheel Path.

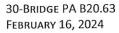




VIEW-9 SUPERSTRUCTURE VIEW OF SPAN 1 - LOOKING SOUTH JPEG No.: 0456 NOTE: 3 Broken Timber Stringers At Western Wheel Path; And One Stringer Broken At Eastern Wheel Path.



VIEW-10 SUPERSTRUCTURE VIEW OF SPAN 1 - LOOKING NORTH JPEG No. : 0445 Note: 3 Broken Timber Stringers At Western Wheel Path; And One Stringer Broken At Eastern Wheel Path.







VIEW-11

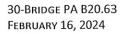
SUPERSTRUCTURE VIEW OF SPAN 2 - LOOKING NORTH



VIEW-12

SUPERSTRUCTURE VIEW OF SPAN 2 - LOOKING SOUTH

JPEG No.: 0453







VIEW-13 SUPERSTRUCTURE VIEW OF SPAN 3 - LOOKING EAST JPEG No.: 0450

Note: Timber Stringer 4 From Northwest Of Span 3 Is Split In Bottom Of Stringer.



VIEW-14 SUPERSTRUCTURE VIEW OF SPAN 3 - LOOKING WEST JPEG No.: 0444





VIEW-15 STREAM UNDER BRIDGE - LOOKING SOUTHEAST JPEG No.: 0448



VIEW-16 STREAM UNDER BRIDGE - LOOKING NORTHWEST JPEG No. : 0431





VIEW-17 UPSTREAM CANAL - LOOKING NORTHWEST JPEG No.: 0405



VIEW-18 DOWNSTREAM CANAL - LOOKING SOUTHEAST JPEG No. : 0406





VIEW-19 ROADWAY VIEW - LOOKING NORTHEAST JPEG No. : 1146

NOTE: SPAN 1 DEPRESSIONS IN DECK WHERE BROKEN STRINGERS SAG BENEATH.



VIEW-20 SPAN 1 BROKEN TIMBER STRINGERS - LOOKING SOUTHWEST JPEG No. : 0455

Note: 3 Broken Timber Stringers At Western Wheel Path; And One Stringer Broken At Eastern Wheel Path.





VIEW-21 SPAN 1 BROKEN TIMBER STRINGERS - LOOKING WEST JPEG No.: 0435 Note: 3 Broken Timber Stringers At Western Wheel Path; And One Stringer Broken At Eastern Wheel Path.



VIEW-22 SPAN 1 BROKEN TIMBER STRINGERS - LOOKING SOUTHEAST

NOTE: 3 Broken Timber Stringers At Western Wheel Path; And One Stringer Broken At Eastern Wheel Path.

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VIEW-23 **SOUTHEAST STRINGER OF SPAN 1 - LOOKING WEST** JPEG No.: 0432 Note: Southwest End Of Southeast Exterior Stringer Of Span 1 is Crushed (100% Decay) At Southwest Abutment.



VIEW-24 **SOUTHEAST STRINGER OF SPAN 3 - LOOKING NORTH** JPEG No.: 0433 Note: Northeast End Of Southeast Exterior Stringer Of Span 3 is Crushed (100% Decay) At Northeast Abutment.





VIEW-25 ELEVATION VIEW - LOOKING NORTH JPEG No.: 0441

Note: Timber Stringer 2 From Southeast Of Span 3 Has Slit.



VIEW-26 NORTHEAST ABUTMENT - LOOKING EAST JPEG No. : 0410

NOTE: MODERATE SPLIT AND CENTER DECAY AT NORTHWEST ABUTMENT CAP. THE NORTHWEST EXTERIOR STRINGER OF NORTHEAST SPAN HAS BEEN CRUSHED.

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VIEW-27

SOUTHWEST ABUTMENT - LOOKING SOUTHWEST

JPEG No.: 0458

NOTE: SOUTHWEST ABUTMENT BACKWALL DECAYED.

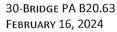


VIEW-28

BENT 2 NORTHWEST PILE - LOOKING WEST

JPEG No.: 0440

Note: Northwest Exterior Timber Pile At Bent 2 Has Advanced Decayed At Water Level.







VIEW-29 **BENT 3 NORTHWEST PILE - LOOKING NORTHEAST**NOTE: NORTHWEST EXTERIOR TIMBER PILE AT BENT 3 HAS ADVANCED DECAYED AT WATER LEVEL.

JPEG No.: 0462



VIEW-30 **BENT 3 NORTHWEST PILE - LOOKING EAST**NOTE: NORTHWEST EXTERIOR TIMBER PILE AT BENT 3 HAS ADVANCED DECAYED AT WATER LEVEL.

JPEG No.: 0452

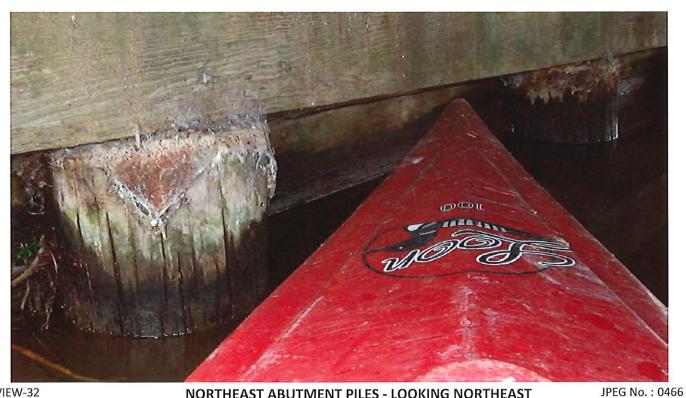
30-BRIDGE PA B20.63 FEBRUARY 16, 2024





VIEW-31 NORTHEAST ABUTMENT SOUTHEAST PILE - LOOKING NORTHEAST JPEG No.: 0443

NOTE: SOUTHEAST EXTERIOR TIMBER PILE AT NORTHEAST ABUTMENT HAS ADVANCED DECAYED AT WATER LEVEL.



VIEW-32 **NORTHEAST ABUTMENT PILES - LOOKING NORTHEAST**NOTE: INTERIOR TIMBER PILES AT NORTHEAST ABUTMENT HAVE ADVANCED DECAYED AT WATER LEVEL.

BARNHART



VIEW-33 WEST CHANNEL BANK - LOOKING SOUTH JPEG No.: 0461

Note: Channel Bank At Upstream Has Moderate Erosion Behind West Wingwall.



VIEW-34 EAST CHANNEL BANK - LOOKING NORTHEAST JPEG No. : 0414

Note: Channel Bank At Downstream Has Moderate Erosion Along East Bank.



ATTACHMENT C

