

Regular, 11/12/2025 10:30:00 AM

BE IT REMEMBERED that on November 12, 2025, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2 (ABSENT)

Absent

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Notice of Meeting and Agenda
November 12, 2025

Jeff R. Branick, County Judge
Brandon Willis, Commissioner, Precinct One
Cary Erickson, Commissioner, Precinct Two
Michael S. Sinegal, Commissioner, Precinct Three
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
November 12, 2025**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **12th** day of **November 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 **Regular** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

9:30 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting would have a detrimental effect on the Commissioners Court in negotiations with a third party.

9:45 a.m. - Announcement of a Workshop to receive and consider information regarding Annex 1 and Annex 2 roof repairs.

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.

Notice of Meeting and Agenda
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The following options are available:

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

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

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

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Brandon Willis, Commissioner, Precinct One

PURCHASING:

- (a).Consider and approve specifications for Invitation for Bid (IFB 25-064/MR) Jefferson County Sheriff's Office Airplane.

SEE ATTACHMENTS ON PAGES 16 - 83

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Sinegal, Alfred

Action: APPROVED

- (b).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Statements of Qualifications (RFQ 25-046/MR) Airport Engineering Consulting; pursuant to Chapter 262 Texas Local Government Code, the Purchasing Act and 2 CFR Sections 200.318-327.

NO ATTACHMENTS

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Sinegal, Alfred

Action: APPROVED

- (c).Consider and approve, execute, receive and file Amendment No. 2 (two) to Task Order #1 for (RFP 23-028/MR) Re-Bid Term Contract for FEMA Grant Management Services for Jefferson County. This amendment will extend the expiration date of Task Order #1 from July 24, 2024 to September 30, 2026.

SEE ATTACHMENTS ON PAGES 84 - 84

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Willis, Sinegal, Alfred

Action: APPROVED

- (d).Consider and approve, execute, receive and file Amendment No. 1 (one) to Task Order #2 for (RFP 23-028/MR) Re-Bid Term Contract for FEMA Grant Management Services for Jefferson County. This amendment will extend the expiration date of Task Order #2 from July 24, 2024 to September 30, 2026.

SEE ATTACHMENTS ON PAGES 85 - 85

Notice of Meeting and Agenda
November 12, 2025

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

- (e).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 86 - 89

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

- (f).Consider and approve, execute, receive and file a Professional Services Agreement (PROF 25-066/MR) with LJA Engineering, Inc. for Environmental Consulting Services for the continued implementation of Jefferson County's Stormwater Management Program for the period of October 1, 2025 through September 30, 2026, for an estimated cost of \$16,250.00, which will not be exceeded without prior approval, in accordance with a discretionary exemption as authorized by Local Government Code 262.024(a)(4) a personal or professional service.

SEE ATTACHMENTS ON PAGES 90 - 92

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

- (g).Consider and approve, execute, receive and file a Professional Services Agreement (PROF 25-067/MR) with Atlas Technical Consultants, LLC for the Geotechnical Investigation for Garth Street Concrete Pavement Design for Engineering in the amount of \$6,590.00, in accordance with a discretionary exemption as authorized by Local Government Code 262.024(a)(4) a personal or professional service.

SEE ATTACHMENTS ON PAGES 93 - 98

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

- (h). Consider and approve, and execute, an Agreement (25-068/MR) with OutFront for billboard advertisement located at I-10 and N/O Hwy 124 for Ben J. Rogers Visitor Center. This agreement is for the term December 29, 2025 – December 27, 2026; at a cost of \$1,207.50 per 4-week period for an annual total of \$15,697.50.

SEE ATTACHMENTS ON PAGES 99 - 102

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

- (i). Consider and approve, execute, receive and file an Agreement (25-069/MR) with PioneerRX for pharmacy software for Health & Welfare at the approximate annual cost of \$12,000.00.

SEE ATTACHMENTS ON PAGES 103 - 143

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

- (j). Consider and approve, execute, receive and file an Agreement (25-070/MR) with TransUnion for TRADS Law Enforcement Public Records Search for Constable Pct. 6.

SEE ATTACHMENTS ON PAGES 144 - 158

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

- (k). Consider and approve the disposition of salvage property, cooking oil, as authorized by Local Government Code §263.152(a)(3) through a recycling program with Northern Gulf Services.

NO ATTACHMENTS

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

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- (l).Consider and approve, execute, receive and file disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 159 - 161

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

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

SEE ATTACHMENTS ON PAGES 162 - 172

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

- (n).Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.452 (a)(1) by Horn's Auction, Inc. The auction is scheduled for Saturday, December 6, 2025 at 9:00 am.

SEE ATTACHMENTS ON PAGES 173 - 175

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

COUNTY AUDITOR:

- (a).Consider and approve FY 2026 budget transfer - Human Resource - additional cost for software renewal.

SEE ATTACHMENTS ON PAGES 176 - 177

120-1012-415-6053	COMPUTER SOFTWARE	\$13,637.00	
120-1012-415-1002	ASSISTANTS & CLERKS		\$13,637.00

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

- (b).Consider and approve FY 2026 budget transfer - Elections - purchase printer.

SEE ATTACHMENTS ON PAGES 178 - 180

120-1034-414-3084	MINOR EQUIPMENT	\$3,462.00	
120-1034-414-5077	CONTRACTUAL SERVICE		\$3,462.00

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

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

SEE ATTACHMENTS ON PAGES 181 - 182

120-3065-425-6018	POWER TOOLS & APPLIANCES	\$6,500.00	
120-3065-425-6007	AUTOMOBILES		\$4,000.00
120-3065-425-3084	MINOR EQUIPMENT		\$2,500.00

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

- (d).Receive and file the Certified Roll Jurisdiction Summary Resolution for the tax roll for tax year 2025 for Jefferson County.

SEE ATTACHMENTS ON PAGES 183 - 185

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

Notice of Meeting and Agenda
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- (e). Consider and approve advanced funding request for American Rescue Plan Act approved project with Jefferson County reVision in the amount of \$34,768.28.

SEE ATTACHMENTS ON PAGES 186 - 186

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

- (f). Consider and approve electronic disbursement for \$319,627.98 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

- (g). Regular County Bills - check #533677 through check # 533889 for (11/4/2025) and check #533890 through check #534113 for (11/11/2025).

SEE ATTACHMENTS ON PAGES 187 - 202

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

COUNTY COMMISSIONERS:

- (a). Consider, possibly approve, receive and file an Order to Rescind the Public Information Act Policy Resolution for Jefferson County pursuant to Sections 552.234 and 552.205, Government Code.

SEE ATTACHMENTS ON PAGES 203 - 203

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

Notice of Meeting and Agenda
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- (b).Consider, possibly approve, receive and file a Resolution to nominate two persons to fill vacancies on the Jefferson County Central Appraisal Board of Directors.

SEE ATTACHMENTS ON PAGES 204 - 204

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

- (c).Consider and possibly approve a Resolution to cast votes for nominees to fill two vacancies on the Jefferson County Central Appraisal Board of Directors.

SEE ATTACHMENTS ON PAGES 205 - 205

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

- (d).Consider, possibly approve, authorize the County Judge to execute, receive and file a Consent Form for Demolition of an Unsafe Structure for the City of Beaumont, excluding Paragraph 2 regarding indemnity, for a structure located at 2265 Washington Blvd., Beaumont, TX. (JCCAD acct: 00645000000590000000)

SEE ATTACHMENTS ON PAGES 206 - 211

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

- (e).Consider, possibly approve and authorize the County Judge to execute, receive and file a Demolition Waiver for the City of Port Arthur to remove an unsafe structure located at 1316 Liberty Ave aka 2301 12th St., Lot 7, Block 290 in the City of Port Arthur, Texas.

SEE ATTACHMENTS ON PAGES 212 - 218

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

Notice of Meeting and Agenda
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- (f).Receive and file executed Interlocal Agreement between Jefferson County, the cities of Beaumont and Port Arthur and the Counties of Hardin, Jasper and Orange for the Southeast Texas Auto Task Force for FY 2026 pursuant to Senate bill 224 and Chapter 791, Texas Government Code, to prevent theft of catalytic converters.

SEE ATTACHMENTS ON PAGES 219 - 237

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

- (g).Receive and file executed Interlocal Agreement between Jefferson County, the cities of Beaumont and Port Arthur and the Counties of Hardin, Jasper and Orange for the Southeast Texas Auto Task Force for FY 2026 pursuant to Senate bill 224 and Chapter 791, Texas Government Code.

SEE ATTACHMENTS ON PAGES 238 - 256

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

- (h).Consider, possibly approve, receive and file Final Order Adopting Revised Political Boundaries Following Redistricting of United States Congressional Boundaries.

SEE ATTACHMENTS ON PAGES 257 - 280

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

- (i).Consider, possibly approve, authorize County Judge to send a letter to the City of Beaumont requesting annexation by ordinance portions of Dishman Road and Keith Road as well as the intersections of Dishman Road and Keith Road and Keith Road and Phelan Blvd pursuant to Texas Local Government Code Sec. 43.1055.

SEE ATTACHMENTS ON PAGES 281 - 282

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

ENGINEERING DEPARTMENT:

- (a).Execute, receive and file Pipeline Permit 04-P-25 between Jefferson County and Trident Pipeline Project, specifically the main line, for the purpose of pipeline crossings at multiple county roads across Jefferson County. This project is located in Jefferson County, Texas in Precincts 1, 2 and 4.

SEE ATTACHMENTS ON PAGES 283 - 314

Action: TABLED

- (b).Execute, receive and file Pipeline Permit 05-P-25 between Jefferson County and Trident Pipeline Project, specifically the Golden Triangle Lateral line, for the purpose of pipeline crossings at multiple county roads across Jefferson County. This project is located in Jefferson County, Texas in Precincts 1, 2 and 4.

SEE ATTACHMENTS ON PAGES 315 - 334

Action: TABLED

- (c).Execute, receive and file Overweight Vehicle Permit 11-OW-25 and Road Use Agreement between Jefferson County and Energy Transfer Spindletop, LLC. For the purpose of Pipeline Construction along Highland Ave. This project is located in Jefferson County, Texas in Precinct 4.

SEE ATTACHMENTS ON PAGES 335 - 351

Motion by: Sinegal

Second by: Alfred

In Favor: Branick, Willis, Sinegal, Alfred

Action: APPROVED

- (d).Execute, receive and file Overweight Permit 12-OW-25 and Road Use Agreement between Jefferson County and Trident Pipeline Project, for the purpose of overweight traffic carrying equipment and materials along multiple county roads. This project is located in Jefferson County, Texas in Precincts 1, 2 and 4.

SEE ATTACHMENTS ON PAGES 352 - 384

Action: TABLED

Notice of Meeting and Agenda
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- (e).Execute, receive and file Overweight Permit 13-OW-25 and Road Use Agreement between Jefferson County and WHC Energy LLC, Trident Pipeline Project, for the purpose of carrying equipment and materials along State Park Road from Hwy 87 to Keith Lake Boat Ramp. This project is located in Jefferson County, Texas in Precinct 3.

SEE ATTACHMENTS ON PAGES 385 - 401

Action: TABLED

- (f).Consider and possibly approve a Replat of Tracts 1-A & 1-B: 1.134 Acres of Land, Replat of Part of Lot 1 Block 3, Smith Hodgson & Bigelow Truck Subdivision, Volume 4, Page 73 Jefferson County Map Records, Jefferson County, Texas. This replat is located on Holmes Road in Precinct 2. This replat is not within any ETJ and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 402 - 402

Motion by: Sinegal

Second by: Alfred

In Favor: Branick, Willis, Sinegal, Alfred

Action: APPROVED

- (g).Consider, possibly approve, authorize the County Judge to execute, receive, file and record Boat Ramp Letter Agreement between Jefferson County and Trident Intrastate Pipeline LLC. For the purpose of granting Trident use of County Boat Ramps for the construction of a Pipeline Project. This project is located in Jefferson County, Texas in Precinct 3.

SEE ATTACHMENTS ON PAGES 403 - 407

Action: TABLED

- (h).Consider, possibly approve, authorize the County Judge to execute, receive, file and record Right-Of-Way and Easement Agreement between Jefferson County, Texas and Trident Intrastate Pipeline LLC.

SEE ATTACHMENTS ON PAGES 408 - 419

Action: TABLED

OTHER BUSINESS:

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

Notice of Meeting and Agenda
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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

Notice of Meeting and Agenda
November 12, 2025

Regular, November 12, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, November 12, 2025.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

November 12, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-064/MR) Jefferson County Sheriff's Office Airplane**. Specifications for this project may be obtained from the Jefferson County website, <https://jeffersoncountytexas.gov/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Jefferson County Sheriff's Office Airplane
BID NUMBER: IFB 25-064/MR
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, December 10, 2025
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytexas.gov.

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

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:

The Examiner:

November 13, 2025 & November 20, 2025

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet (including technical specifications), in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.**1.1 BIDS.**

All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in

the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://jeffersoncountytexas.gov/Purchasing/> as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing

Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the

authority to bind the Bidder to the contract.

20. DEFINITIONS.

“County” – Jefferson County, Texas.

“Contractor” – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B

San Antonio, TX 78207

210-458-2480

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: <https://www.sba.gov/local-assistance>

Dallas/Fort Worth District Office

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

Website: <https://www.sba.gov/district/dallas-fort-worth>

Email: dfwdo.email@sba.gov

El Paso District Office

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

Website: <https://www.sba.gov/district/el-paso>

Email: lee.vega@sba.gov

Houston District Office

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

Website: <https://www.sba.gov/district/houston>

Email: houston@sba.gov

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

Website: <https://www.sba.gov/district/lower-rio-grande-valley>

Email: lrgvdo.email@sba.gov

San Antonio District Office

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

Website: <https://www.sba.gov/district/san-antonio>

Email: sado.email@sba.gov

West Texas District Office

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

Website: <https://www.sba.gov/district/west-texas>

Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <https://comptroller.texas.gov/purchasing/vendor/hub>

Email: statewidehubprogram@cpa.texas.gov

PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.

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

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

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

	Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.	
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- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR. When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141- 3144 and 3146- 3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3

	In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide .	
> \$100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. <u>Applicability</u> This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements <i>do not</i> apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. <u>Required Language</u> Compliance with the Contract Work Hours and Safety Standards Act. 1. <i>Overtime requirements.</i> No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. <i>Violation; liability for unpaid wages; liquidated damages.</i> In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. <i>Withholding for unpaid wages and liquidated damages.</i> The (insert	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701- 3708; supplemented by 29 C.F.R. Part 5

	name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. <i>Subcontracts.</i> The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below. <u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). <u>Suggested Language:</u> Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401- 7671q; 33 U.S.C. §§ 1251-1387
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180

	Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. <u>Suggested Language:</u> Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	(implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
> \$100,000; and Certification required for all contracts greater than \$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000. <u>Required Certification:</u> CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)

Work involves the use of materials, and the contract is for more than \$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. <u>Suggested Language:</u> In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement	

	or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:	2 CFR 200.216

	(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If	2 CFR 200.336

	paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	<u>Suggested Language:</u> If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 C.F.R. § 200.321(b)(1)-(5)
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds	2 CFR 200.334; and 200.337

	must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <u>Suggested Language for All Procurements:</u> a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that	United States Code 19 U.S.C. 2511

	is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code.	
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and will not boycott Israel during the term of the contract.	(Adhere to your State's Local Government Code)
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. <u>Suggested Language:</u> The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i> , the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet (including technical specifications), **in its entirety**.

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

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

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

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

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

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

All submissions must be received by 11:00 am CT, Wednesday, December 10, 2025.

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.

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

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

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

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

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2025):

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

Submissions During Time of Inclement Weather, Disaster, or Emergency:

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mistey.reeves@jeffersoncountytexas.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffersoncountytexas.gov. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, December 1, 2025.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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

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

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

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department with bid submission.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 36**.

FORM 1295 Implementation Background:

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

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

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

Question: Will the date of birth and address provided appear on the TEC’s website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. **MULTIPLE VENDOR AWARD.**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. **DELIVERY.**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. **PAYMENT.**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:

Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. **USAGE REPORTS.**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. **INSURANCE.**

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

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

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

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

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE**11.1 Definitions:**

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

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

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

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

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 25-064/MR) Jefferson County Sheriff's Office Airplane

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

If Applicable: HUB Vendor No. _____ DBE Vendor No. _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytexas.gov. Please reference Bid Number: IFB 25-064/MR.

4.1 Scope of Project:

Jefferson County is soliciting bids for a used airplane for our Sheriff's Office. The airplane furnished under these specifications shall be of good quality workmanship and material. All airplanes offered under this Specification shall meet or exceed the Required Features specified below.

4.2 Specifications:

The Sheriff's Office is seeking a used King Air 90, King Air C90GTI or King Air C90B airplane. The airplane should be a year 2000 model or newer. Garmin avionics equipment is preferred. The airplane should have at least 2,000 hours left of the engines. The airplane should also have less than 5,000 frame hours.

4.3 Approved Equivalent Items:

The specifications shown are intended to define the level of quality, performance and features only. Products offered shall be of equivalent dimensions, performance and features or better. The brand name product listed is not required. All bidders bidding equivalent items shall submit an itemized comparison documenting equivalence for quality, performance and features of the products offered, as well as the complete manufacturer specifications.

Field demonstrations may be requested by Jefferson County prior to, and/or during bid evaluation. Demonstrations must be available at a location in the Jefferson County area without cost to the County unless the County approves alternate location.

4.4 Minimum Requirements: A copy of the manufacturer specifications, airplane description including, year, make, model, and full warranty terms for airframe, engine and propeller must be included with the bid submission. Bidders may submit more than one airplane for bid. Include all required information on each airplane submitted.

Include the following records with the bid submission.

- Last major overhaul date
- Time on engines
- Time on propellers
- Avionics equipment brand
- Air frame hours
- Photographs of airplane to include interior, cockpit, exterior, engines and propellers.
- Tail Number

Delivery time shall be part of the bid proposal and a factor in evaluation of each bid. Failure to honor stated delivery times could result in termination of the contract.

The airplane shall be completely assembled, adjusted and all equipment, including standard and supplemental equipment, installed and the airplane made ready for continuous operation upon delivery. All parts not specifically mentioned which are necessary for the unit to be complete shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standard for the industry. The airplane shall meet or exceed all Federal and State of Texas regulations.

Successful bidder must have an Aircraft Dealer Registration Number with the Federal Aviation Administration or broker license. This number must be provided on the Bid Form.

Do not place decals or other markings of any type pertaining to advertisement other than trademarks or model designation normally installed by manufacturer on equipment delivered. The airplane shall have an Aircraft Registration and Aircraft Bill of Sale upon delivery.

Jefferson County does not guarantee that all models shown or a specific volume will be awarded a contract.

Trade In Option

Jefferson County has a 1974 Mitsubishi MU2/J eight seater airplane that we would like to trade in with the purchase of the airplane supplied in this Invitation for Bid. The following is the information on the airplane we want to trade in.

Serial Number: 610

Tail Number: N601SD

Hours: Airframe Total time (AFTT): Approximately 14000

Hours: Engine 1: TPE 331-10V-511

Total Time: 10385

Engine Time Since Overhaul (TSO): 4690.8

Remaining: 2309.6

Hot Section: 2140.2 Remaining

Cycles 10240

Hours: Engine 2: TPE 331-10V-511

Total Time: 14236.1

Engine 2 Time Since Overhaul (TSO): 4690.8

Remaining: 2309.6

Hot Section: Engine 13,508

Hours: Propellers Since Major Overhaul (SMOH): Approximately 205.6 DATE 12/2023

Hours: Propellers Since Major Overhaul (SMOH): Approximately 205.2 DATE 12/2023

Equipment

Garmin g600

GTN750

GTN650

ADSB IN/OUT

AUTOPILOT BENDIX MD4

The airplane is not flyable at this time. It needs propeller pin on the left engine and diagnostic on right engine. The right engine loses torque at 2%X3 seconds. The prop governor most likely needs work. Both engines will start and run.

This airplane will be sold "as is". Contact Alejandro Cantarini at 409-540-0894 or via email at: Alejandro.cantarini@jeffersoncountytexas.gov to view the airplane. This is an option on the "Bid Form" for the bidder and is not required. Purchaser is responsible for transportation of airplane. Photos of the 1974 Mitsubishi MU2/J airplane are included below.

Photos of airplane to be traded.





(IFB 25-064/MR) Jefferson County Sheriff's Office Airplane





**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:

Company Name

Address

Name & Title

City State Zip

Phone Fax

Signature of Person Authorized to Sign

E-mail

Printed Name

Title

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Jefferson County Sheriff's Office Airplane

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 25-064/MR, Jefferson County Sheriff's Office Airplane. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

Bidders may submit more than one airplane option. Complete this form for all airplanes submitted.

Item No.	Item Description	Airplane Description	Bid Price	Projected Delivery Time from Date of Purchase
1	Sheriff's Office Airplane			
2	Trade in Amount for 1974 Mitsubishi MU2/J	N/A		N/A
3	Aircraft Dealer Registration Number with the Federal Aviation Administration			

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

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

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information in this section is being disclosed. Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section.		

Adopted 8/7/2015

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . . ?

- | | | |
|------------------------------|-----------------------------|---|
| ☐ Yes | ☐ No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| ☐ Yes | ☐ No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| ☐ Yes | ☐ No | 3. Provide HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)? |
| ☐ Yes | ☐ No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders? |
| ☐ Yes | ☐ No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| ☐ Yes | ☐ No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

If “No” was selected, please explain and include any pertinent documentation with your bid.

If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

☐ Yes ☐ No

Contractor Name: _____		HUB: ☐ Yes ☐ No	
Address: _____			
Street	City	State	Zip
Phone (with area code): _____		Fax (with area code): _____	
Project Title & No.: _____			
Prime Contract Amount: \$			

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____

Street	City	State	Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

HUB Subcontractor Disclosure

☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*

☐ HUBs were solicited but did not respond.

☐ HUBs solicited were not competitive.

☐ HUBs were unavailable for the following trade(s):

☐ Other:

☐ Yes ☐ No

Description of Subcontract Work to be Performed:

PAGE 62 OF 67

RESIDENCE CERTIFICATION/TAX FORM

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

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

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

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

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

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

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

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

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

On this _____ day of _____, 20____, personally appeared

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

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

Company Name

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

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

"I, _____ am a duly authorized officer of/agent
(name)

for _____ and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20____.

REQUIRED FORM

**Bidder: Please complete this form
and include with bid submission.**

Notary Public in and for
the State of _____

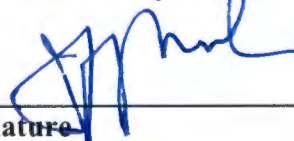


2nd AMENDMENT TO TASK ORDER NO. 1 2023-01-TBGC-Mitigation-FMA 2023
Jefferson County PSA-RFP 23-028/MR

This Second Amendment to the Task Order: 2023-01-TBGC-Mitigation-FMA 2023 ("Task Order No. 1"), which was entered into and between Tidal Basin Government Consulting, LLC ("Tidal Basin"), and Jefferson County, Texas ("Client") on or about October 9, 2023, and amended on or about January 2, 2024, is effective as of July 25, 2024.

- I. Task Order No. 1 is hereby amended as follows:
- a. **Period of Performance**, is hereby amended to extend the expiration date of Task Order No. 1 from July 24, 2024, to September 30, 2026.
- II. Except as amended herein and by 1st Amendment of January 2, 2024, all terms and conditions of Task Order No. 1 shall remain the same and in full force and effect.
- III. Acceptance of the terms of this Amendment is acknowledged by the following signatures of the authorized representatives for each party.

Jefferson County, Texas



Signature

Jeff Branick

Printed Name

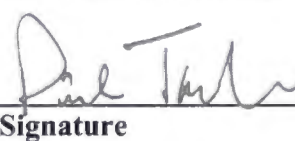
County Judge

Title

11-12-2025

Date

Tidal Basin Government Consulting, LLC



Signature

Paul Taylor

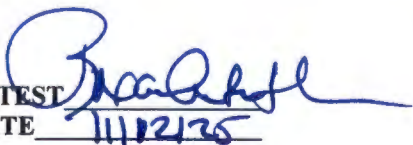
Printed Name

Vice President

Title

10/24/2025

Date

ATTEST
DATE 
11/12/25



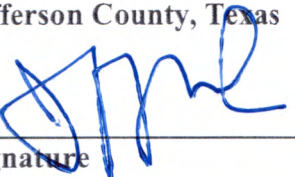


1st AMENDMENT TO TASK ORDER NO. 2 2023-02-TBGC-Mitigation-FMA 2022
Jefferson County PSA-RFP 23-028 MR

This First Amendment to the Task Order: 2023-02-TBGC-Mitigation-FMA 2022 ("Task Order No. 2"), which was entered into and between Tidal Basin Government Consulting, LLC ("Tidal Basin"), and Jefferson County, Texas ("Client") on or about October 17, 2023, is effective as of July 25, 2025.

- I. Task Order No. 2 is hereby amended as follows:
 - a. **Period of Performance.** is hereby amended to extend the expiration date of Task Order No. 2 from July 24, 2025, to September 30, 2026.
- II. Except as amended herein, all terms and conditions of Task Order No. 2 shall remain the same and in full force and effect.
- III. Acceptance of the terms of this Amendment is acknowledged by the following signatures of the authorized representatives for each party.

Jefferson County, Texas



Signature
Jeff Branick

Printed Name
County Judge

Title
11-12-2025

Date

Tidal Basin Government Consulting, LLC



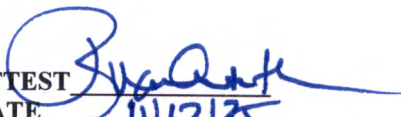
Signature
Paul Taylor

Printed Name
Vice President

Title
10/24/2025

Date

ATTEST
DATE


11/12/25





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

713.524.5858
bravearchitecture.com



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 you again.

Sincerely,



21 October 2025

Fernando L. Brave, FAIA
Principal

Date

AGREED AND ACCEPTED this 28th day of October 2025.

By:



Signature

Jeff Branick

Name

Title

County Judge, Jefferson County

ATTEST
DATE

10/28/25



AGREED AND ACCEPTED this _____ day of _____ 2025.

By:

Signature

Name

Title



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 you again.

Sincerely,



21 October 2025

Fernando L. Brave, FAIA
Principal

Date

AGREED AND ACCEPTED this _____ day of _____ 2025.

By:

Signature

Name

Title

AGREED AND ACCEPTED this 29th day of October 2025.

By:


Signature

Holly Borel

Name

Chief Executive Officer

Title



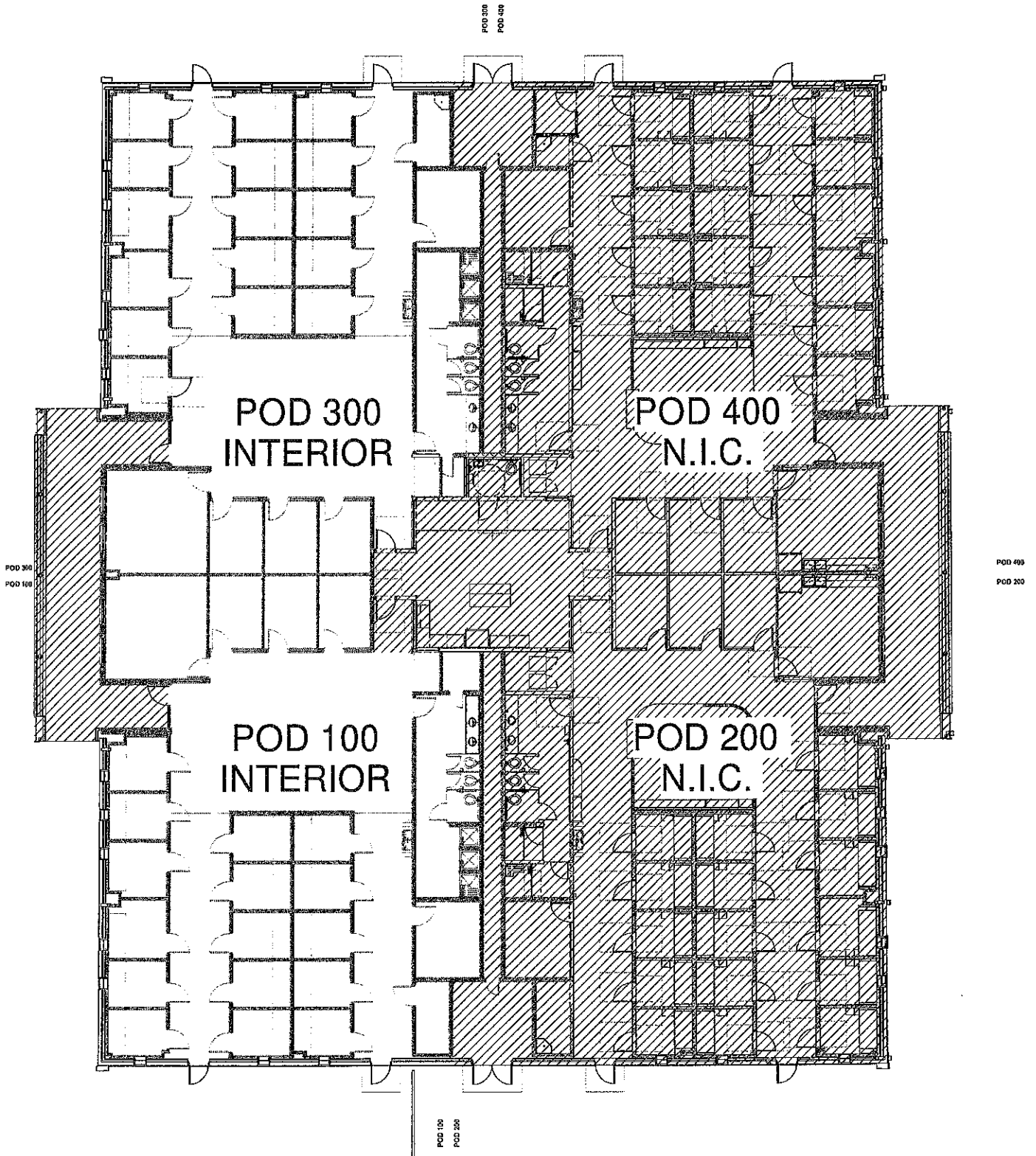


EXHIBIT A



TEPELS F 1122
TEPELS 1 5 1
Texas 77702

PROPOSAL

August 27, 2025

Michelle Falgout, P.E.
County Engineer
Jefferson County Texas
1149 Pearl Street
Beaumont, Texas 77701

Re: Environmental Consulting Services
Stormwater Management Program Implementation: Oct. 1, 2025 – Sept. 30, 2026
LJA Proposal No. 25-48587

Ms. Falgout:

Submitted for your review is an outline of proposed services for the continued implementation of Jefferson County's Stormwater Management Program in compliance with the permit regulations established in TPDES General Permit No. TXR040000. We propose the following services and corresponding fees in accordance with the terms and conditions established in the Professional Services Agreement executed on September 12, 2023, between Jefferson County and LJA Engineering, Inc.

Costs for this project will be billed on a time and materials basis with an estimated cost of **\$16,250.00**. These costs will not be exceeded without prior approval. Time will be billed according to the attached rate sheet.

If this proposal meets with your approval, your signature below will be sufficient authorization to commence the stated work. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

John Concienne, CPESC
Vice President
LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Office: 409.833.3363
Direct: 409.554.8980
Email: jconcienne@lja.com

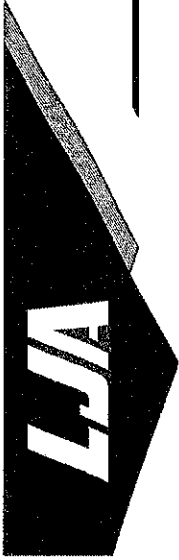
APPROVED BY:
JEFFERSON COUNTY



By:
Name: Jeff Branick
Title: County Judge
Date: 11-12-2025

ATTEST

DATE



409.833.3363
 TBP/ELS F-1386
 TBP/ELS 10110501
 www.LJA.com
 2615 Calder Avenue, Suite 500, Beaumont, Texas 77702

Jefferson County Stormwater Quality Coalition
 Nederland, Port Neches, Groves, Port Arthur, Jefferson County, Jefferson County DD7
Estimated Budget for Permit Term 4 - Attachment A

Key Implementation Tasks by MCM	FY 2026
1.0 Public Education, Outreach, and Involvement	
Development of Public Education Materials	
Annual SWMP Review	
Development and Maintenance of Stormwater Website	
Reproduction Costs for Flyers/Brochures	
Conduct Public Involvement Sessions	
SWMP Committee Meetings	
Record Maintenance/Data Entry	
2.0 Illicit Discharge Detection and Elimination	
Regulatory Enforcement Assistance	
Standard Operating Procedure Development	
Outfall Inspections/Mapping	
Maintain/Update Outfall Inventory Map	
Record Maintenance/Data Entry	
3.0 Construction Site Stormwater Runoff Control	
Regulatory Enforcement Assistance	
Standard Operating Procedure Development	
TCEQ Complaint Referral Assistance	
NOI Inventory Tracking	
Construction Plan Review Assistance	
Construction Site Inspections	
Record Maintenance/Data Entry	
4.0 Post-Construction Stormwater Management	
Regulatory Enforcement Assistance	
Standard Operating Procedure Development	
Inspection of Post-Construction Controls	
TCEQ Complaint Referral Assistance	
Record Maintenance/Data Entry	
5.0 Good Housekeeping for Municipal Operations	
Employee Training Programs	
Municipal Facility Inspections	
Pollution Prevention Plan Annual Review/Updates	
SOP Annual Review	
Maintain/Update MS4 Facility Inventory	
Record Maintenance/Data Entry	
Additional Services	
Stakeholder Representation	
Annual Impaired Water Bodies Review	
Permit Renewal Tasks	
Development/Submit of Annual Reports	
Total Annual Cost for Combined Activities	\$97,500.00
Annual Cost Per Entity (based on 6 coalition members)	\$16,250.00

*All scope items listed will be implemented in accordance with the measurable goals established in the Stormwater Management Program.
 (Each implementation cycle will run from October 1st - September 30th)



ATTACHMENT B

**STORMWATER DIVISION
RATE SCHEDULE**

Labor Classification	Hourly Rate
Vice President	\$210.00
Project Manager	\$155.00
Assistant Project Manager	\$135.00
Senior Environmental Scientist	\$195.00
Environmental Scientist II	\$115.00
Environmental Scientist I	\$105.00
Environmental Technician III	\$ 98.00
Environmental Technician II	\$ 86.00
Environmental Technician I	\$ 78.00
Administrative Technician	\$ 65.00
CADD Technician	\$100.00
Expert Witness Work	\$425.00

Payments

LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

Reimbursable expenses such as outside reproduction services, courier service, laboratory fees, etc. will be invoiced at cost.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.

ATLAS

Technical Consultants

GEOTECHNICAL INVESTIGATION PROPOSAL

Garth Street Concrete Pavement Design

Garth Street

Beaumont, TX 77705

PREPARED FOR:

Jefferson County Engineering

c/o Michelle Falgout, CFM, PE

Ph.409-835-8584

michelle.falgout@jeffersoncountytexas.gov

PREPARED BY:

Atlas Technical Consultants LLC

150 North 13th Street

Beaumont, Tx. 77702

October 21, 2025
Proposal No. 25-08185



150 North 13th Street
Beaumont, Texas 77702
409.299.9550 | oneatlas.com

October 21, 2025
Proposal No. 25-08185
PEPT No.20256

Jefferson County Engineering
c/o Michelle Falgout, CFM, PE
1149 Pearl Street, 5th Floor
Jefferson County Courthouse
Beaumont, Texas 77701
Ph.409-835-8584
John@rollins-construction.com

Proposal for Geotechnical Site Investigation

**Garth Street Concrete Pavement Design
Garth Street
Beaumont, TX 77705**

Atlas Technical Consultants, LLC. (Atlas) appreciates the opportunity to submit this proposal to provide a Geotechnical Exploration proposal for the above-referenced project. This proposal includes our project understanding, our scope of services, estimated fee, and terms and conditions.

PROJECT UNDERSTANDING

Based on the conversation that we had on Monday, 10-13-25, we understand that we will be performing a geotechnical study by obtaining, evaluating, and testing in-place materials to provide you a pavement design and full-depth repair recommendations for the existing roadway. The project roadway is understood to serve an industrial area with frequent truck traffic including concrete trucks from a concrete batch plant located on the road.

SCOPE OF SERVICES

Our anticipated Scope of Services includes a geotechnical exploration and engineering report that will include the following:

1. Review of existing, if any, site and/or subsurface information made available to us.
2. Cut one concrete core at each of the 5 (five) bore locations to give access to retrieve the soil samples. Advance five (5) soil borings to the depth of 10 feet as indicated on attached map, at which point the soil borings will be terminated. The soil borings will concurrently include split-spoon sampling and Standard Penetration or Shelby Tube sampling with pocket penetrometer testing along with pertinent observations and/or classifications of subsurface conditions. The five (5) locations shall be reviewed by the County prior to the start of work.
3. Contact the Texas One-Call System for public utility location.
4. Undertake laboratory testing of representative samples in order to determine their classification, compressibility, strength characteristics and other parameters of the subsurface materials deemed necessary.



5. Present Atlas' professional opinions in a written report. The final report will include the following:
 - a. Pavement recommendations for truck traffic based upon assumed traffic loads, unless otherwise provided.
 - b. Generating geotechnical parameters that can be used to facilitate the design of at-grade and below-grade features.
 - c. Recommendations and comments regarding earthwork, including subgrade preparation, excavation, and backfilling operations for pavements.
 - d. Potential geologic hazards.
 - e. A plot plan showing the boring locations.
 - f. Exploration logs with soil characterization detailing subsurface conditions noted at the boring locations.
 - g. Observed groundwater levels and the necessity for dewatering. Please note that if groundwater is encountered and a retroactive monitoring well permit is required, Atlas reserves the right to modify the scope and fee.

COMPENSATION

Atlas will perform the above scope of services for **\$6,590.00**. This providing that no unexpected subsurface conditions are encountered in which additional work, beyond what was estimated above is required or the project characteristics are changed significantly. This estimate covers the work needed to present findings and recommendations in report form.

GEOTECHNICAL EXPLORATION SERVICES ASSUMPTIONS

SITE WORK

Atlas will take reasonable precautions to avoid any damage to the site from the activities of its activities or equipment. Any damage caused by Atlas' negligence will be restored at Atlas' expense. However, unavoidable damage caused in the execution of work such as tire rutting, cutting and splicing of fences, drilling through pavements, etc. will not be restored unless otherwise stated in the contract.

UTILITIES

In the execution of any substance exploration Atlas will take reasonable precautions to avoid damage to subterranean structures or utilities of which Atlas has received notification. It is our expectation that the locations of known underground man-made obstructions will be provided by the Client where possible.

SAMPLES

Atlas will retain any soil samples obtained for 90 days after submitting its report.



INTERPRETATION OF DATA

Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by Atlas, and that the data interpretations and recommendations of Atlas' personnel are based solely on the information available to them. Atlas will be responsible only for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

ENVIRONMENTAL PROBLEMS OTHER ASSUMPTIONS AND RESPONSIBILITIES

The proposed fee estimate, schedule, and scope of work in this proposal are based on the following assumptions and Client responsibilities which include, but are not limited to the following:

- Providing timely access to the site,
- Provide available documentation and information about the site and subsurface utilities,
- The ground surface at each proposed boring location is fairly clear and not obstructed (i.e., built features, debris, dense brush or trees). If required, Atlas will make a field adjustment for a proposed boring location that is obstructed by relocating it to a nearby area that is not obstructed.
- Maximum boring depth is 10 feet.
- Subsurface utilities can be sufficiently located.

PROJECT DELIVERABLES AND SCHEDULE

Atlas and our drilling subcontractor can complete the geotechnical exploration and report within 3-4 weeks of Notice to Proceed based on our current drilling schedule.

AUTHORIZATIONS

If this proposal is acceptable, please sign this proposal and the attached Client Services Agreement, and return via email to sidney.errington@oneatlas.com. ATLAS will execute the agreement and return one copy for your file



CLOSURE

It is Atlas' intention that our services will complement your efforts towards maintaining the highest standards of quality. Please let us know if you require additional information. We thank you for considering our firm and look forward to working with you on this project.

Thank you for the opportunity to propose these services. Should you have questions regarding this proposal, please contact our office.

Respectfully submitted,

ATLAS TECHNICAL CONSULTANTS, LLC

TBPE Firm Registration No. F-19813

Sidney Errington

Sidney Errington
Business Development Manager
Ph 409-622-0120

Attachments: Geotechnical Testing Fee Schedule
Project Data Sheet
Client Services Agreement

Accepted by: Jefferson County

Signature: [Signature]

Printed Name: Jeff Branick

Date: 11-12-2025



ATTEST

DATE

[Signature]
11/12/25



GEOTECHNICAL TESTING FEE SCHEDULE

Description of Services			
	Unit Price	Quantity	Total
SPT Testing per Ft. (0-10 continuous - then every 5 Ft.	\$ 18.00	50.00	\$ 900.00
SPT Testing per Ft. (0-20 continuous - then every 5 Ft.	\$ 19.00		\$ 0.00
Mobilization	\$ 500.00	1.00	\$ 500.00
Drill Crew Support and Travel	\$ 225.00	1.00	\$ 225.00
Technician (Logger) per hour (sampling supplies and transport included)	\$ 70.00	8.00	\$ 560.00
Laboratory Test (Moisture Content)	\$ 20.00	25.00	\$ 500.00
Percent fines passing #200 Sieve	\$ 70.00	10.00	\$ 700.00
Laboratory Test (Atterberg Limits/Plasticity Index)	\$ 100.00	10.00	\$ 1,000.00
Laboratory Test (Unconfined Strength)	\$ 50.00	2.00	\$ 100.00
Professional Engineer (Hourly)	\$ 175.00	8.00	\$ 1,400.00
Clerical and Administration	\$ 60.00	1.00	\$ 60.00
Flagging and Set up for Utility Locate	\$ 60.00	2.00	\$ 120.00
Consolidated Undrained Triaxial Test	\$ 525.00	1.00	\$ 525.00
Consolidation Test	\$ 425.00	0.00	\$ 0.00
		Total	\$ 6,590.00

ADVERTISER AGREEMENT

Agreement 25-068/MR

PAGE 1 OF 4

OUTFRONT/

OUTFRONT Media
1600 Studemont St.
Houston, TX 77007
(713) 868-2284
(713) 862-7652

CONTRACT NO.: 4281527

DATE: 10/28/25

ADVERTISER: Jefferson County, Visitors Center

BRAND:

CAMPAIGN: 2026 RENEWAL CONTRACT

CLIENT SUPPLIES PRODUCTION: No

ACCOUNT EXECUTIVE: Isabella Rideaux (H91)

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Advertiser Bill-To# 1162593

Kathi Weathington Hughes
5055 IH-10 South
Beaumont, TX 77705
409-679-2808
Attn: Kathi Hughes

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient coverage Copy and posting instructions.

See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.

Market	Media/Location(s)	Configured Spots***	Size	GRP/IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Houston, TX	Bulletin/General Coverage/Unit# 4, 8467-O I-10 1.00 mi N/O Hwy 124 E/S F/S	NA	10"x40"		1	12/29/25-12/27/26	13.00	4W	\$1,207.50



Customer Ref# TBD
Special Instructions:

Net Agreement Total:

\$15,697.50

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO. THIS CONTRACT CONSISTS OF THIS PAGE, THE INVENTORY SPECIFICATIONS LOCATED AT WWW.OUTFRONTMEDIA.COM/RESOURCES/POSTING-STANDARDS, THE PRODUCTION INFORMATION ADDENDUM PAGE, ANY ADDENDA APPLICABLE TO OTHER PRODUCTS AND SERVICES (SUCH AS MOBILE ADVERTISING OR ATTRIBUTION SERVICES), AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS CONTRACT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER. FACSIMILE OR ELECTRONIC SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA

ADVERTISER/AGENCY

BY _____ DATE _____

PLEASE PRINT

Jeff Branick
Jeff Branick, County Judge
NAME - TITLE

DATE 11-12-2025

* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid *** Configured Spots is the maximum number of spots on a digital display

ATTEST
DATE 11/12/25

ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM100
PAGE 2 OF 4**OUTFRONT/**CONTRACT NO.: **4281527**

DATE: 10/28/25

ADVERTISER: Jefferson County, Visitors Center

ACCOUNT EXECUTIVE: Isabella Rideaux (H91)

BRAND:

CAMPAIGN: 2026 RENEWAL CONTRACT

*Copy must meet Production specifications and be received 10 working days prior to each advertising period.*THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S
MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Market	Media/Location(s)	Configured Spots***	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Houston, TX	Bulletin/General Coverage/Unit# 4_8467-O I-10 1.00 mi N/O Hwy 124 E/S F/S	NA	10'x40'	12/12/25	1	OUTFRONT Media 1600 Studemont St. Houston, TX 77007 (713) 868-2284 Attn Outdoor Operations		

OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE

Page 3 of 4

1. Scope of the Contract. The "Contract" consists of these terms and conditions, the Facing page, the Production Information Addendum, any attached addenda applicable to other products and services (such as mobile advertising or attribution services), if any, and Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"), which are incorporated by reference herein. If an advertising agency or other agent or licensee of Advertiser ("Agency") is entering into this Contract on Advertiser's behalf, Agency represents that it has the authority to act and is acting as agent for Advertiser.
2. Delivery of Copy. At least ten working days before the estimated start date (unless otherwise agreed in writing by Company or set forth in the Inventory Specifications), Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company sufficient supply of advertising copy ("Copy"), in the form and type specified by Company, with all necessary overage supply and posting instructions. If Copy is not timely and properly received in accordance with the Contract, a loss of service may occur and additional costs may be charged by Company, although commercially reasonable efforts will be used to post late Copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of Company's receipt of late Copy, a fee of not less than \$650 per location will be payable. Company may use the location(s) in any manner prior to posting the late received Copy without limiting Advertiser's liability to pay for such location(s).
3. Copy Approval and Responsibility for Content. The character, design, text and illustrations on Copy and the material used are subject to approval by Company and by the location owner, transit company/authority or third party controlling the location ("Owner"). Nudity, pornographic, profane or obscene Copy is prohibited. If Copy is rejected, Advertiser shall provide acceptable replacement Copy within ten days of notification of rejection. If Advertiser fails to provide acceptable replacement Copy within such ten-day period, Company shall have the right to use the location(s) involved in any manner, without releasing Advertiser from its obligation to pay for such location(s). If after installation or posting, the Owner of a display disapproves any advertisement or if Company determines that adverse publicity, reputational harm or liability to Company or third parties has or is likely to result from any display, Company shall have the right to remove the advertisement and, at its option, either terminate this Contract or request new acceptable Copy in accordance with this paragraph. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities (including reasonable attorneys' fees and expenses) arising out of the advertising material displayed under this Contract, including, but not limited to, any claim for defamation, fraud, misrepresentation, any claim for infringement of any copyright, trademark, or other intellectual property right, or any claim for violation of any right of privacy, common law right or any other right of any person or entity.
4. Publicity for Certain Copy. If the Copy concerns a political, religious or social issue, Advertiser (including Agency) shall not make any press release or other public announcement or media outreach regarding this Contract or the related Copy that refers to Company without Company's express prior written consent (which consent may be granted or denied in Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.
5. Inspection of Displays. Advertiser shall inspect each display within three days after installation or posting. Unless Advertiser gives written notice to Company specifying any defect within such three-day period, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including the content and location of displays.
6. Maintenance and Damage. Company will use commercially reasonable efforts to maintain static displays in good condition to the extent of matters reasonably within Company's control. Should Advertiser's static Copy be lost, stolen, damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, Advertiser shall furnish replacement Copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement Copy, Company may use the location in any manner, without releasing Advertiser from its obligation to pay for such location. Any repainting or reposting requested by Advertiser in addition to that specified herein shall be paid by Advertiser in advance per Company's current quoted prices.
7. Inability to Post Copy. If for any reason whatsoever (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) Company posts fewer locations or less Copy than specified, or (iii) any location becomes obstructed, destroyed or defaced, or (iv) Company fails to display digital Copy in accordance with the minimum display standard for digital displays as set forth in the Inventory Specifications, or (v) Company fails to deliver the minimum number of guaranteed impressions in accordance with the Inventory Specifications (where Company has provided an impression guarantee), or (vi) Company otherwise fails to meet its obligations hereunder, such failure shall not be deemed a breach or termination of this Contract and shall not render Company liable for any damages or offsets of any kind other than as set forth in this paragraph. As Advertiser's sole remedy and Company's sole obligation for any such failure (except where a more specific remedy is expressly provided for in this Contract), Company shall, at its sole option, either (A) extend the Advertising Period and/or post additional Copy to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value (per Company's prices and/or classifications), (B) provide a pro-rated credit for advertising services equivalent to the amounts paid for services not rendered, or (C) terminate the Contract in whole or in part and receive payment in full for services rendered through the termination date, with all other remedies at law or equity being expressly waived by Advertiser.
8. Illumination of Static Displays. Where illuminated static displays are provided, illumination will be from dusk to midnight unless otherwise specified by Company for a specific display. If illumination is halted or reduced for any reason, including, but not limited to, compliance with law or malfunction of equipment, and such period of halted or reduced illumination continues for more than five days after Company's receipt of notice from Advertiser, as Advertiser's sole remedy for such illumination failure, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of 15% of the contract price for the impacted period.
9. Invoicing and Payment. Invoicing will be rendered monthly in advance dating from the commencement date of the first Advertising Period. Where the facing page of this Contract specifies delivery by impressions and Company approves payment in arrears, invoicing will be rendered monthly as of the last business day of each month during the Advertising Period and following the end of the Advertising Period based on the number of impressions delivered during the prior monthly period or part thereof. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within 15 days of the invoice date. Non-receipt of invoices or lack of invoicing shall not impact Advertiser's liability hereunder. All rates and adjustments are computed on the basis of 30 days to the month, unless

- a different period is specified on the facing page of this Contract. Invoices shall be due 30 days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of 1.5% per month (18% annually), or such lesser rate permitted by law. Additionally, any discounts given shall be forfeited/reversed for invoices not paid within 60 days from the date thereof. Notwithstanding the foregoing, in the event that Company accepts payment by ACH or credit card, Company shall have the right, at Company's option, to either (i) require Advertiser to pay all amounts due or coming due under the Contract on the date of the ACH or credit card payment or (ii) require Advertiser to set up recurring payments whereby Advertiser's ACH or credit card is charged on each invoice date for the full invoice amount.
10. Credit Approval. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term withdraw credit, and Company may thereupon require partial or full payment of the remaining contract amount in advance.
11. Advertiser Default. In the event of default or material breach by Advertiser, in addition to other remedies available at law, Company may: (i) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (ii) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (iii) remove all of Advertiser's Copy without limiting Advertiser's liability hereunder; and/or (iv) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company.
12. Unused Copy. Company shall not be held responsible for unused posters, displays or other Copy provided by Advertiser and Company may dispose of any such materials in its discretion. Company may promote Company's own business through the use of Advertiser's Copy or displays in any manner whatsoever.
13. General. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligations of either party hereto. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. All parties comprising Advertiser hereunder, including Agency, shall be jointly and severally liable under this Contract. This Contract and all related claims shall be construed according to the laws of the State of New York and New York County, New York shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action. Company is an Equal Opportunity Employer.
14. Counterpart Signatures. This Contract may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Contract, facsimile or electronic signatures shall be considered original signatures.

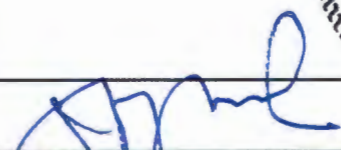
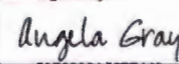
End of Terms and Conditions

PioneerRx[®]

SYSTEM
AGREEMENT



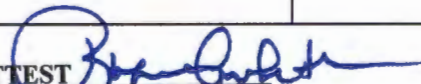
PioneerRx System Agreement Coversheet

Customer: County of Jefferson Contact: Mikayla Mewa Address: 1295 Pearl St, Beaumont, TX, 777013642 Telephone: (409) 835-8530 Email: mikayla.mewa@jeffersoncountytexas.gov Fax: (409) 839-2302	PioneerRx Contact: Accounting P.O. Box 53407 Shreveport, LA 71135-3407 Telephone: (800) 850-5111 Email: Accounting@PioneerRx.com For notices: Attn: Corporate Counsel, PioneerRx, LLC 920 Pierremont Rd, Suite 300 Shreveport, LA 71115 (800) 850-5111 Fax: (318) 588-8801
By:  Printed Name: Jeff Branick, County Judge Title: County Judge Date Signed: 11-12-2025	Signed by:  By: Angela Gray, CPA Senior VP, Finance Date Signed: 11/4/2025



LICENSED LOCATIONS

ATTEST
DATE


11/12/25

Billing Address

Name/DBA	Location Address	NCPDP	NPI	Federal Tax ID Number
County of Jefferson	1295 Pearl St, Beaumont, TX, 777013642	4530374	1720112055	

PIONEERRX PRICING

FEES:

A. PioneerRx Required Fees

PioneerRx License and Support	\$380.00	Per month
Server with 5 CAL	\$114.80	Per month per location
Connected Client Access License (CAL)	\$4.95	Per month per connected device
PioneerRx Usage	\$0.086	Per completed Rx transaction
Claim Basic Transaction via Powerline	\$0.01	Per transmission
eScripts Basic Transaction	\$0.13	Per Surescript's rules
SMS Message	\$0.02	Per message

B. PioneerRx Central Management Options (in addition to Required Fees) *

	Central	\$300.00	Per company per month
	Central Server (Additional Server)	\$114.80	Per company per month
	Central Location Management Add-on	\$100.00	Per month per location

C. PioneerRx Fees and Optional Services (in addition to Required Fees) *

	Priority Support	\$3,600.00	Per year per location in advance
	Standby Server (Standard Server)	\$167.45	Per month per server plus \$500.00 setup fee
	1U Server Upgrade	\$247.52	Per month per server
	High Performance/Availability Server	\$20,000.00	Per 5 years billed in advance
	Developer Support Agreement (includes 12 hours support per year)	\$2,400.00	Per company per year in advance
	Developer Support Add-on Pack (12 hours of support)	\$2,400.00	Per company in advance
	Emergency Developer Support	\$200.00	Additional per hour billed in 1 hour increments
	Prior Day SQL Access	\$0.01 / \$25.00	Per completed Rx transaction / monthly minimum
	Rx Events API	\$0.01 / \$25.00	Per completed Rx transaction / monthly minimum
	Live API Read Access (Stored Procedure / API Access only)	\$0.01 / \$100.00	Per completed Rx transaction / monthly minimum



	Live API Write Access (Stored Procedure / API Access only)	\$0.03 / \$150.00	Per completed Rx transaction / monthly minimum
	On-site Development, Design or Training	Additional	Custom: time, materials and expenses
	Custom Networking	\$200.00	Per location per month
	RxCash+**	Additional	Per transaction

*** PioneerRx Options:** PioneerRx reserves the right to modify, add or remove data access services in its sole discretion. The PioneerRx Options are not subject to the 5% price increase limitations found in Article VIII. Price and Payment.

****By participating in this program, Customer agrees to the RxCash+ Terms and Conditions located at <https://4968908.fs1.hubspotusercontent-na1.net/hubfs/4968908/pdfs/RedSail%20RxCashPlus%20Terms%20And%20Conditions%20-%20System%20Agreement.pdf> which are incorporated herein by reference.**



PioneerRx System Agreement

This Agreement is entered into on the Date of last signature on the PioneerRx System Agreement Coversheet ("Coversheet"), which is incorporated herein by reference in its entirety, by and between PioneerRx, LLC hereinafter referred to as "Vendor" or "PioneerRx" and the Customer identified on the Coversheet.

I. SOFTWARE LICENSE

A. Subject to the terms of this Agreement and to the pricing and options selected as shown on the Coversheet, which may be updated from time to time, Vendor grants to Customer, and the Customer accepts from Vendor, a revocable, non-exclusive, non-assignable and non-transferable object code license to use only for the Customer's internal business purposes and only on the Customer's pharmacy data in the United States, the current version of Vendor's PioneerRx Pharmacy Management Software and all programs, systems, modules and components of same, together with any and all improvements, modifications, upgrades, translations, compilations, updated works, enhancements, fixes and additions thereto and replacements thereof which, from time to time, may be provided to the Customer by the Vendor, all of which are collectively referred to herein as the "Software." This license will be valid as long as it is not terminated or restricted by the terms of this Agreement and the Customer timely pays monthly fees as described in FEES on the Coversheet and in Article VIII. Price and Payment.

B. Except as expressly provided in this Article, no license under any patents, copyrights, trademarks, trade secrets, or any other intellectual property rights, express or implied, are granted by Vendor to Customer or any third-party under this Agreement.

C. The Customer shall not, nor shall it permit others to, recreate, copy, screen scrape, duplicate, modify, translate, reverse engineer, decompile, rent, sublicense, grant rights to, disassemble, create derivative works based upon, convey, transfer, disclose or otherwise make available to any third person or entity, the Software, Documentation, or any physical or electronic embodiment thereof. Nor shall Customer remove or change any product identification, proprietary, copyright, or other notices contained in the Software or Documentation.

D. The Software shall only be operated on a Vendor-owned computer server ("Vendor Hardware") and the Customer must comply with all the requirements of the Vendor's Technical Specifications, including the requirement for open network connections. The Software and rented Vendor Hardware shall only be installed and used at the locations listed in LICENSED LOCATIONS on the Coversheet. In case of disaster, the Customer may request transfer of its PioneerRx operation to standby equipment or cloud operations for temporary emergency use, not to exceed ninety (90) days. For purposes of this Agreement, a disaster is any act, event or occurrence caused by, or immediately and directly related to, fire, water damage, electrical surge act of God, civil riot or insurrection, or other such catastrophe which materially affects the use of Vendor Hardware or Software. In the event of such a disaster, the Customer shall promptly notify the Vendor of the nature of the disaster and its preference for continuing its operations.

E. In no event shall the Customer have in use more than one production copy of the Software per Licensed Location at any time. Transfer of the Software in contravention of the terms and conditions of this paragraph may result in termination of the license, in Vendor's sole discretion.

F. Client Access Licenses (CALs) are mandatory for each Customer device accessing Vendor's Hardware. Customer shall maintain enough CALs to meet this requirement. Vendor reserves the right to periodically count the number of Customer's devices accessing the Vendor Hardware. Vendor further reserves the right to require Customer to obtain additional licenses, if necessary, to satisfy the requirement.

II. SOFTWARE AND VENDOR HARDWARE OWNERSHIP

A. Vendor is the sole owner of the proprietary Software and has the right to modify and to grant a license for the use of the Software and represents that there is no claim by any person or entity which, by said claim, contests the representations as provided herein.

B. The Parties intend that Vendor shall, at all times relevant to this Agreement, remain the sole owner of the Software,



and the Vendor does not, by any means, transfer any right of ownership of the Software to the Customer, the assignee of a Customer, or any third person or entity. No act, word or deed shall vary or alter the status of title in Vendor to the Software. All applicable rights and interests to patents, copyrights, trademarks and trade secrets in the Software, and any derivative works, enhancements or alterations to the Software made at the request of the Customer, are and remain in the Vendor.

C. Vendor is the sole owner of the Vendor Hardware. The Vendor shall, at all times relevant to this Agreement, remain the sole owner of the Vendor Hardware, and the Vendor does not, by any means, transfer any right of ownership of the Vendor Hardware to the Customer, the assignee of Customer, or any third person or entity. Customer shall have no right, title or interest in the Vendor Hardware. Customer shall not transfer, sublease, assign, permit liens to be placed upon, or in any way encumber the Vendor Hardware.

III. VENDOR-CREATED SOFTWARE AND CONFIDENTIALITY

A. The Customer shall limit the persons who have access to the Software to those persons who use the Software in the normal business operations of the Customer. THE CUSTOMER SHALL NOT KNOWINGLY PROVIDE ACCESS TO THE SOFTWARE TO ANY THIRD-PARTY, TO ANY COMPETITOR OF VENDOR OR ANY PERSON OR ENTITY WHO IS EMPLOYED BY OR WORKS AS A CONTRACTOR FOR ANY COMPETITOR OF VENDOR. During the term of this Agreement and for a period of two (2) years after its termination or expiration (the "Non-development Period") Customer shall not, and shall not assist or engage others to, create or contribute in any way to the creation or development of pharmacy management software for use by Customer or others, which include, but are not necessarily limited to, any of the following features or functionality:

1. Submits an electronic claim for payment or reimbursement,
2. Accepts or transfers electronic prescriptions, or
3. Checks patient condition, allergy and/or drug interaction.

B. If Customer develops or contributes to the development of pharmacy management software that includes any of the above features or functionality within the Non-development Period ("Customer Pharmacy Management System"), Customer shall pay a royalty of \$0.10 per transaction to Vendor for twenty (20) years, beginning the date the first transaction is processed by any person or entity using the Customer Pharmacy Management System. The royalty shall be payable monthly. Vendor reserves the right to audit and if the royalty payments are found to be underpaid by 5% or more, the Customer shall pay the cost of the audit in addition to any additional royalties owed.

C. If any court order or regulatory agency should require, or attempt to require, disclosure of or access to the Software, then the Customer shall promptly notify the Vendor of same and shall assist the Vendor in assuring that the Software, the terms of this agreement, and all Proprietary Information remain confidential. The Customer agrees to take all reasonable precautions to secure and protect all Software in a manner consistent with the Vendor's rights and to take such reasonable action as is necessary to satisfy the Vendor that said Software is protected.

D. In addition to the above, both Vendor and Customer have made and will continue throughout the term of this Agreement to make available to the other party confidential and proprietary materials and information ("Proprietary Information"). All material and information provided by one party to the other relating to the business, technology, policies, procedures, customers and forms of that party or any of its affiliates, including information previously divulged or delivered relating to the aforementioned subject matter is hereby designated as and considered to be Proprietary Information. Each party shall maintain the confidentiality of the other's Proprietary Information and will not disclose such Proprietary Information without the prior written consent of the other party. In addition, neither party shall use the other party's Proprietary Information except as contemplated herein. Each party shall use no less than commercially reasonable means to protect the Proprietary Information of the other party from loss, unauthorized access, disclosure or use. It is understood that the obligations set forth in this section do not apply to materials or information that (1) are already, or otherwise become, generally known by third parties as a result of no act or omission of the receiving party; (2) subsequent to disclosure hereunder are lawfully received from a third party having the right to disseminate the information without restriction on disclosure; (3) are generally furnished to others by the disclosing party without restriction on disclosure; (4) were already known by the receiving party prior to receiving them from the disclosing party and were not received from a third party in breach of that third party's obligations of confidentiality; (5) are independently developed by the receiving party without the use of Proprietary Information of the disclosing party; or (6) are disclosed in accordance with a subpoena or court order. In the event of a material breach in the terms and conditions of this Article by any party to this Agreement, then and in such event, the non-breaching party shall be entitled to seek immediate injunctive relief, and, in addition, such other relief as may be



provided in law and in equity.

E. Neither party shall use the name, logo, or trademarks of the other without the other's prior written approval. However, each party grants the other the right to include its name and contact information in the other's internal newsletters or a customer or reference list provided that said list includes other customers or partners of the party and that it is not an advertisement.

F. Vendor further retains the right to disclose any information or data necessary to fulfill its obligations under this Agreement, to comply with any applicable laws, legal process, or regulatory obligations or as described in Article XII. Data Use and REMS Programs.

IV. SOFTWARE WARRANTIES AND LIMITATIONS OF LIABILITY

A. The Vendor warrants that the Software will conform, in substantially all material operational aspects, to Vendor's Documentation. Documentation for the purposes of this Article, shall mean only the online help utility incorporated into the Software and the PioneerRx University as they exist at the date of completion of installation (as that process is described in Article V. Equipment, below) and as they may be updated from time to time, in Vendor's sole discretion. The Vendor further warrants that the Software shall support applicable jurisdictional requirements of which it is made aware by Customer. These warranties shall begin upon installation of the Software and continue until the first anniversary of this Agreement. If the Customer discovers a defect in the Software during said warranty period, the Customer shall immediately notify the Vendor of the nature of said defect. Vendor's sole obligation under this warranty is to correct such defect to conform the Software to the above referenced Documentation. Customer's sole remedy if Vendor fails to make such corrections is to terminate the Agreement in accordance with the terms of Article X. Term and Termination

B. The Customer is hereby placed on notice of the following warranty limitation as to the Software, Support, (including all updates, bug fixes, work arounds or error corrections) and Documentation, and this disclaimer and exclusion shall apply even if the express warranty set forth herein fails of its essential purpose: THE ABOVE CONSTITUTES A LIMITED WARRANTY AND IS THE ONLY WARRANTY PROVIDED BY THE VENDOR. THE VENDOR MAKES AND THE CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND THE CUSTOMER ACKNOWLEDGES THAT NO WARRANTIES EXTEND BEYOND THE DESCRIPTIONS AS HEREIN PROVIDED. THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY OR FOR FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE VENDOR SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES (INCLUDING BUT NOT BEING LIMITED TO LOST PROFITS, LOST INCOME, INCREASED EXPENSE, LOSS OF GOOD WILL OR LABOR COSTS). FURTHER, LIABILITY OF THE VENDOR FROM ANY AND ALL LEGAL AND EQUITABLE CAUSES, OF EVERY KIND AND CHARACTER, SHALL IN THE AGGREGATE NOT EXCEED THE AMOUNTS PAID TO VENDOR BY THE CUSTOMER FOR USE OF THE SOFTWARE LICENSE (AND NOT THE EQUIPMENT) IN THE SIX (6) MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE CLAIM. NO ACTION, REGARDLESS OF ITS NATURE, ORIGIN, OR FORM, ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT BY THE CUSTOMER AFTER ONE YEAR FROM THE DATE OF INITIAL INSTALLATION OF THE EQUIPMENT.

C. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY CUSTOMER FROM VENDOR SHALL CREATE ANY WARRANTY OR OBLIGATION NOT EXPRESSLY STATED IN THIS AGREEMENT.

D. If the Customer makes, or attempts to make, any modifications to the Software without Vendor's prior written consent, any warranty as stated herein is immediately and without further notice void in all respects. If the Customer makes such modifications and the Vendor elects to not terminate the license for breach, then the Vendor shall evaluate the methods of correction of the defects or malfunction caused by the modifications and provide the Customer with an estimate of the expense in correcting same. Notwithstanding the foregoing, the Vendor is under no duty to correct said defects or malfunctions. Vendor's prior written consent shall be required for any integration or interfaces between the PioneerRx System and Customer or third-party applications or services. Automation of user interaction implemented by Customer shall be at Customer's sole risk and expense and unsupported by Vendor.

V. EQUIPMENT

A. If this is a new installation and not a renewal of an existing agreement, Vendor may sell to the Customer certain computer hardware equipment and license or sublicense third party software hereinafter referred to as the "Equipment" as more particularly described in APPENDIX B: Hardware Purchase and Installation Agreements. The Vendor shall also rent to the Customer Vendor Hardware, as described in Article I. Software License and Article II. Software and Vendor Hardware



Ownership, which shall be maintained by and continue to be owned by the Vendor. Title to any and all items of Equipment sold under this Agreement shall pass to the Customer upon payment of the initial deposit. However, the Customer shall, at Vendor's request, execute a security agreement and financing statement in a form (as provided by the Vendor) which shall provide security for payment of all amounts remaining due under this Agreement.

B. If this is a new installation and not a renewal of an existing agreement, prior to delivery of said Equipment and Vendor Hardware, the Customer shall prepare and maintain, at its sole expense, a complete and suitable environment for installation of such Equipment and Vendor Hardware, with facilities (including power lines and Internet service) as prescribed by the original equipment manufacturer and Vendor and as described in Article VI.A, A. Failure to provide or maintain such an environment for the term of this Agreement may increase the quoted price, delay installation or interfere with the proper operation of the system. Initial installation of the Equipment and Vendor Hardware, shall be performed as described in APPENDIX B: Hardware Purchase and Installation Agreements (Sales Order), and unless the Sales Order states otherwise, shall consist of un-crating the Equipment and Vendor Hardware, making necessary connections, and verifying through the successful operation of diagnostic programs that the Equipment and Vendor Hardware is functioning according to manufacturer's specifications. Delivery of all Equipment and Vendor Hardware and charges for installation are included in the quoted price as shown on the Sales Order (as otherwise adjusted by the terms of this paragraph). The Customer shall not cause or request unreasonable delays in the implementation of the Software, Equipment and Vendor Hardware installation process. Any unreasonable delays may cause an adjustment to the quoted price, at the Vendor's sole discretion.

C. The Customer shall make available, for the implementation of the Software, such computer equipment (including a data communications line to be connected to a modem supplied by the Customer) and system software approved by the Vendor which will be adequate for such implementation. The Vendor shall provide trained and qualified employees and/or subcontractors for the installation process as described in the Sales Order. The Vendor shall make reasonable efforts to avoid disruption of the Customer's business, resolve installation problems and address Customer inquiries during the installation and training process.

D. The Customer shall not tamper with or make any changes to the Vendor Hardware without Vendor's prior approval. The Customer hereby assumes and shall bear the entire risk of loss or damage to the Vendor Hardware, including but not limited to causes such as deliberate damage or tampering, theft, or casualties such as fire or flood. No loss or damage to the Vendor Hardware or any part thereof shall relieve any obligation of Customer under this agreement. Customer may include Vendor Hardware on its casualty insurance policies.

E. If Vendor Hardware fails under normal, intended use, Vendor will repair or replace the Vendor Hardware. If, in Vendor's discretion, it becomes necessary to replace Vendor Hardware, Vendor will provide the replacement Vendor Hardware and, through normal customer support services, assist Customer in setting up the Vendor Hardware and moving the Customer's data to the replacement Vendor Hardware. Up to ten (10) business days from Customer's receipt of the replacement Vendor Hardware will be allowed for this transition. No later than ten (10) business days after Customer receives the replacement Vendor Hardware, Customer shall return ship the original Vendor Hardware to Vendor, at Vendor's expense. After the 10-day transition period, if Customer has not returned the original Vendor Hardware to Vendor, Vendor may begin to charge Customer the then-current rental rate for both the original and the replacement Vendor Hardware and may continue to do so until the original Vendor Hardware is returned.

F. ALL WARRANTIES RELATING TO EQUIPMENT SOLD OR RENTED TO THE CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO THOSE WARRANTIES AS PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, AND VENDOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO SAID EQUIPMENT. VENDOR SHALL PASS THROUGH ALL WARRANTIES PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER WITH RESPECT TO EQUIPMENT SOLD TO CUSTOMER. IN NO EVENT SHALL VENDOR BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT BEING LIMITED TO LOSS OF PROFITS, LOSS OF INCOME, INCREASED EXPENSE, EXPENSES RELATED TO RECOVERY OR RESTORATION OF LOST DATA, OR LOSS OF GOOD WILL) ARISING FROM OR RELATING TO THE EQUIPMENT SOLD OR RENTED TO THE CUSTOMER EVEN IF THE VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGES. FURTHER, LIABILITY OF THE VENDOR FROM ANY AND ALL CAUSES, WHETHER NEGLIGENCE, BREACH OF CONTRACT, WARRANTY OR OTHERWISE, SHALL IN THE AGGREGATE NOT EXCEED THE AMOUNTS PAID TO VENDOR FOR VENDOR HARDWARE IN THE SIX (6) MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE CLAIM. FURTHER, THE CUSTOMER AGREES THAT THE VENDOR WILL NOT BE LIABLE FOR ANY LOST PROFITS, NOR FOR ANY CLAIM OR DEMAND AGAINST THE CUSTOMER BY ANY OTHER PARTY. NO ACTION, REGARDLESS OF ITS NATURE, ORIGIN, OR FORM, ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT BY THE CUSTOMER AFTER ONE YEAR FROM THE DATE OF INSTALLATION OF THE EQUIPMENT.



G. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY CUSTOMER FROM VENDOR SHALL CREATE ANY WARRANTY OR OBLIGATION NOT EXPRESSLY STATED IN THIS AGREEMENT.

VI. COOPERATION

A. Both Vendor and Customer acknowledge that complete compliance with the terms and conditions of this Agreement will require good faith cooperation by both parties and Vendor reserves the right to suspend or terminate service if Customer does not comply with these conditions. To effectuate such compliance, the parties agree that the Customer shall, prior to the scheduled installation and during the term of this Agreement, provide and maintain a suitable environment for the Equipment, Vendor Hardware and Software and reasonable access to same. A "suitable environment" is an environment:

1. With Internet connectivity, sufficient electrical supply and outlets to support the Equipment and services provided under this Agreement;
2. That has the appropriate ports and network connections open and available for proper operation of the system;
3. That is of sufficient size to store and operate the Equipment, Vendor Hardware and Software; and
4. That is safe, comfortable and accessible to the Vendor for training and installation purposes, as applicable.

Further, Customer may be asked to assist with Equipment replacement (e.g. physically swapping out Vendor Hardware if the need should arise due to Equipment failure, or installing additional Equipment purchased by Customer after the initial installation).

B. Vendor undertakes to provide prompt, professional and effective customer service to its customers. To achieve this, Customer shall be professional and cooperative with Vendor in all matters relating to the services and support to be provided hereunder and promptly provide such access to Customer's premises, personnel using the Software, Equipment and Vendor Hardware and such other accommodations and other facilities as may reasonably be requested by Vendor for the purposes of performing the installation, training, maintenance and support. Customer shall respond promptly to any Vendor request to provide information or materials, authorizations or decisions that are reasonably necessary for Vendor to perform installation, training, maintenance and support in accordance with the requirements of this Agreement. Customer agrees to the following conditions related to its use of Vendor's customer support services:

1. Customer shall designate a primary and an alternate point of contact that Vendor may contact for support purposes.
2. Neither party shall use abusive, offensive, threatening, harassing, hateful, inflammatory or otherwise objectionable language when communicating with the other.
3. Customer will cooperate with Vendor support personnel by promptly providing reasonable access (remote or on-site) to the Equipment, Software, relevant documentation and records related to the reported issue and such reasonable assistance and sufficient information and examples to enable diagnosis and correction of hardware and software problems.
4. Customer shall assist with replacement and return of Equipment and Vendor Hardware when such Equipment or Hardware fails or reaches its end of life.
5. Outside of normal support hours, Customer will use the On-Call support services as available for emergencies only.
6. Customer shall not unduly burden Vendor support services by:
 - a. Exceeding the maximum number of support calls per month as calculated as an average per licensed location across Customer's retail location base:
 1. 80 calls per month for the first 3 months after installation,
 2. 60 calls per month for months 4-12 after installation,
 3. 40 calls per month after the first year after installation, or
 4. 10 calls in a single day.
 - b. Intentionally disabling connections or disconnecting the power or Internet from Vendor system equipment.
 - c. Requesting support for, using, or connecting unapproved equipment or applications to the Vendor system.
 - d. The Customer shall reasonably, upon discovery, disclose to the Vendor the existence or potential existence of Software, Equipment, or Vendor Hardware problems or deficiencies known to or discovered by the Customer.

C. For purposes of clarity, individual licensed location calls are added together on a daily or monthly basis as contemplated above and divided by the number of licensed locations across Customer's entire licensed base to calculate the average on a daily or monthly basis as appropriate. For example, Customer would not exceed the daily average if it had three (3) licensed locations and two (2) locations generated twelve (12) calls each and the third location generated four (4) calls on a



day as the average in this hypothetical scenario would be the quotient of 28/3 or 9.3. As the average of 9.3 is less than the limit of 10 calls per day as an average, this is not an undue burden as contemplated above.

D. If Vendor's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Vendor shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

E. It is the parties' intention to resolve any disputes or issues in a spirit of cooperation. However, if that is not possible and Customer initiates legal action against Vendor, Vendor reserves the right to require all support requests or other communication be initiated in writing via email (support@pioneerx.com) or support functionality available in the Software.

VII. CONSULTING AND TRAINING SERVICES

A. In conjunction with the initial installation process, Vendor shall provide to the Customer installation and training, as indicated on the Sales Order, to familiarize Customer with the use of the Software. During the training and installation process, Vendor's employees assigned to the Customer's site will comply with Customer's lawful and reasonable policies related to premises security and employee conduct to the extent Customer advises the Vendor of such policies in advance.

B. Customer will notify the Vendor of any noncompliance, including a description of the noncompliance, and the Vendor shall take appropriate action in accordance with the Vendor's personnel policies.

VIII. PRICE AND PAYMENT

A. Customer shall pay to the Vendor the amounts set forth in FEES on the Coversheet and APPENDIX B: Hardware Purchase and Installation Agreements (Sales Order) as attached hereto and made a part hereof. Terms of payment for items described on the Sales Order shall be as stated in APPENDIX B: Hardware Purchase and Installation Agreements.

B. Setup, installation, data conversion and training fees are non-refundable. Within thirty (30) days of receipt, Equipment may be returned for a refund less any discounts applied and subject to a 15% restocking fee, if such Equipment is in resalable condition.

C. Fees for licensing and support shall begin to accrue and be charged the first day of the calendar month following the Customer's receipt of the Equipment and Vendor Hardware.

D. Claims switching shall be contracted only through the Vendor. Claims shall be transmitted to the Vendor's designated switch processor through Vendor servers. Switching fees will be billed to Customer on their regular monthly invoice. Vendor shall act solely as the aggregator on behalf of the Customer, and makes no warranty with respect to, and assumes no liability for payment or rejection of claims by third party plans or other claims payors.

E. The amounts specified in FEES, Sections A. PioneerRx Required Fees, on the Coversheet are subject to change on an annual basis, from the date of initial installation, in an amount not to exceed five percent (5%) per year since the date of initial installation as if prices had increased each year. Subject to paragraph X. Term and Termination, Paragraph B, all fees will be paid monthly and are non-refundable. The PioneerRx Options, Fees, Section B. PioneerRx Central Management Options, and Section C. PioneerRx Fees and Optional Services, on the Coversheet are not subject to the 5% limitation for increasing fees.

F. Payments of undisputed amounts are due thirty (30) calendar days from the date of the invoice. Overdue payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly, but no less than \$5.00 per month.

G. If any invoice is not timely paid as provided herein, Vendor may, in addition to any other right or remedy that it may have under this Agreement or at law or in equity, suspend Customer's use of the Software if Vendor has not received payment in full within fifteen (15) calendar days of Vendor's written demand therefor. If, in its sole discretion, Vendor agrees to reinstate Customer's access to the Software after it has been suspended or terminated for non-payment, Customer shall, in addition to paying all amounts due, pay Vendor \$200.00 per location for Restoration Fees. Customer shall reimburse Vendor for all costs and expenses, including reasonable attorney's fees, incurred by Vendor in enforcing collection of any monies due to it under this Agreement or recovering any Vendor Hardware.

H. Customer shall keep the Vendor Hardware free and clear of all levies, liens and encumbrances. Customer shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes ("Assessments") arising out of receipts from ownership, possession, use or operation of the Software,



Equipment or Vendor Hardware, together with any penalties or interest thereon, imposed by any local, state, or federal government or any agency, or department thereof, whether or not the same shall be assessed against or in the name of Vendor or Customer. Should Customer fail to timely pay the Assessments, Vendor may pay them and apply the charges to the Customer's account.

IX. LICENSED CONTENT

A. During the term of this Agreement, the Vendor will provide the Customer access to third-party data including information relating to drug interaction, generic substitution, allergy precautions, and other related material, collectively referred to as the "Licensed Content." In addition, the Vendor may provide daily price updates on Customer's inventory as part of the Licensed Content. The Customer expressly acknowledges that the Licensed Content services and any other similar services are not part of the Software license and are provided for Customer's internal use only.

B. Licensed Content and other reference or catalog data is intended to supplement the knowledge of healthcare professionals, providers and patients regarding drug therapies and patient counseling information. This Licensed Content is advisory only and is not intended to replace sound clinical judgment in the delivery of healthcare services.

C. If Customer is granted access to Licensed Content or services provided through the PioneerRx Pharmacy Management System, such data or service is provided for Customer's internal use only, and shall not be republished in any manner, including on the Customer's web site, or any Internet service, sold, rented, sublicensed, shared, copied or otherwise provided to third parties. The Customer shall not sublicense, sell, republish or offer a service bureau any of the Licensed Content.

D. Vendor represents and warrants that it either owns or has the rights necessary to grant Customer the right to use the Licensed Content when used in accordance with the terms herein. Customer shall only use the Licensed Content as a source of drug product information within the PioneerRx Pharmacy Management System at its licensed locations to assist in clinical screening and to support and regulate the distribution of medication to a patient in a retail pharmacy environment. Licensed Content, or any subset thereof, may not be extracted and/or embedded in or used in support of software applications or business processes outside of the PioneerRx Pharmacy Management System. No other use of the Licensed Content or Vendor's other intellectual property is licensed hereunder. Customer shall not: (1) use, permit the use of, permit access to, or distribute the Licensed Content to any third-party, (2) print all or any substantial portion the Licensed Content, (3) modify, translate, reverse engineer, decompile, disassemble, or attempt to derive or alter any of the Licensed Content or any underlying source code or software, (4) use the Licensed Content to provide service bureau, time sharing, or similar services to third parties, including any parent, subsidiary, or other affiliate of Licensee, (5) distribute or sublicense the Licensed Content, or make any attempt to do so, (6) sell, assign, transfer, rent, lease, pledge, or encumber the Licensed Content or make any attempt to do so, (7) alter, remove, or hinder delivery of any content in the Licensed Content, including without limitation any formatting, ordering or placement of content, or any copyright, disclaimer, warning, data expiration date, or last updated date included in the content, (8) take any action compromising the use of the Licensed Content by any other customer, or (9) take any action asserting rights in the Licensed Content.

E. VENDOR AND THE DRUG DATABASE PROVIDERS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE LICENSED CONTENT, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO THE QUALITY, ACCURACY, COMPLETENESS OR SUITABILITY OF THE LICENSED CONTENT FOR ANY PARTICULAR PURPOSE. VENDOR AND ITS PROVIDERS ASSUME NO RESPONSIBILITY FOR ERRORS THAT MAY APPEAR IN ANY LICENSED CONTENT. CUSTOMER ACKNOWLEDGES THAT THE PIONEERRX SYSTEM AND ANY THIRD-PARTY SERVICES OR LICENSED CONTENT PROVIDED THROUGH PIONEERRX ARE NOT TO BE REGARDED OR RELIED UPON AS A SUBSTITUTE FOR THE SKILL, JUDGMENT AND CARE OF ANY HEALTHCARE PROFESSIONAL IN DISPENSING OR BILLING FOR ANY PHARMACEUTICAL OR OTHER PRODUCTS. VENDOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR OR RESPONSIBLE FOR ANY PRODUCT DISPENSED OR DISTRIBUTED BY ANY PERSON OR ENTITY USING THE PIONEERRX SYSTEM OR ANY THIRD-PARTY SYSTEM FOR ANY PURPOSE OR FOR ANY SIDE EFFECTS OR OTHER DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND OR DESCRIPTION WHATSOEVER FROM THE USE OF ANY PIONEERRX SYSTEM, LICENSED CONTENT OR THIRD-PARTY PRODUCT OR SERVICE. IT SHALL BE EXPRESSLY UNDERSTOOD THAT SUCH LIABILITY AND RESPONSIBILITY REST ENTIRELY UPON THE PHARMACIST OR OTHER USER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THIS AGREEMENT, LICENSED CONTENT OR THIRD-PARTY SERVICE.

F. Ancillary Services Program Terms. Customer may be enrolled in or elect to receive certain ancillary services provided by Vendor or its affiliates or third parties engaged by Vendor that integrate or interface with the Software. These



programs may include, without limitation, electronic auto copay vouchers, pre and post edit services, and eligibility services. Customer shall comply with the applicable terms governing those programs and conform to any specifications required to participate and utilize those ancillary services. In the event Customer violates the terms of any ancillary services delivered by Vendor, its affiliates, or a third party, Vendor may immediately terminate those ancillary services and this Agreement at its sole discretion. The terms of the RedSail Advantage® automated copayment solutions program located at <https://www.redsailtechnologies.com/copay-assistance/terms> are incorporated by reference.

X. TERM AND TERMINATION

A. The initial term of this Agreement shall be one (1) year beginning the date the Software is first installed at a Customer's location unless a different term is shown on the Coversheet. After the initial term and the end of each subsequent term, this Agreement shall automatically renew for a term of one (1) year unless either party gives the other ninety (90) days' written notice of its intention to not renew.

B. The Customer may terminate this Agreement at any time for convenience upon ninety (90) days' written notice to Vendor under the following conditions only:

1. The Initial Term of this Agreement is one (1) year or less. If applicable, Customer shall pay any cancellation/buyout fees associated with discounts or preferred pricing;
2. The ninety (90) day notice period begins the day the Vendor receives the notice of termination;
3. Customer shall, with its Notice, pay a \$3,000.00 Termination Deposit, which Vendor shall refund when the Vendor Hardware is returned, less any undisputed amounts due Vendor;
4. Customer shall return all Vendor Hardware. All Fees will continue to accrue until the Vendor receives the Vendor Hardware;
5. Customer shall pay all Fees due to Vendor up to the date of termination;
6. Customer shall pay, in full, any outstanding payments relating to the purchase price of Equipment; and
7. Customer shall return to the Vendor all Software licensed under this Agreement and all of Vendor's Proprietary Information.

C. Should Customer terminate this Agreement after execution but prior to the System installation, the Customer shall pay for all items described on the applicable sales order and three (3) months' worth of recurring fees. Vendor's then-current policies regarding equipment returns shall apply.

D. Vendor may terminate this Agreement for convenience upon ninety (90) days' written notice to Customer. Vendor shall further reasonably cooperate with Customer to enable an orderly transition to a successor solution provider.

E. The Vendor may, in its sole discretion, at any time, have the right and option to suspend or terminate this Agreement and all licenses granted hereunder if any of the following occur:

1. Customer breaches the terms and conditions of this Agreement and has not cured such material breach within thirty (30) days of receiving notice of such breach;
2. Customer's business is terminated, suspended, or sold, or any federal or state agency assumes control of the business;
3. Customer seeks relief under any bankruptcy laws or is declared insolvent;
4. Customer fails to pay within thirty (30) days from the date due all fees and payments due under this Agreement; or
5. If Customer attempts to access or tampers with the Software or allows a third-party access in contravention of Article I, Software License, Paragraph C of this Agreement, services will be immediately suspended or terminated, without notice, until the breach is cured.

F. In the event of the occurrence of an act or event which, under the terms of this Agreement, gives either party the right to terminate or suspend said Agreement, the non-breaching party shall notify the breaching party in writing of the existence of said act. Upon notification of said act, the breaching party shall have thirty (30) calendar days following receipt of the notice to cure the conduct of which the non-breaching party has complained, except as noted above in regard to tampering with the software, and except for Customer's failure to pay, in which case Customer shall have fifteen (15) calendar days following receipt of the notice to cure the nonpayment. If a Customer breach has not been cured within the applicable cure period, the Vendor shall have the right to collect any outstanding amounts due and to immediately terminate the Agreement and the license. If a Vendor breach has not been cured within the applicable cure period, the Customer's sole remedy shall be the right to immediately terminate the Agreement and the license, return the Vendor Hardware and



Software and be relieved of all responsibility to pay any additional fees to Vendor except for those accrued prior to the date of termination (by example, but not limitation, fees such as switching, eScripts, data access or support, etc.).

G. Upon the expiration or earlier termination of this agreement, Customer shall return the Vendor Hardware to Vendor in good repair, condition and working order, ordinary wear and tear resulting from proper use excepted, by delivering the Vendor Hardware at Vendor's cost and expense to such place as Vendor shall specify. The Termination Deposit, less any remaining Fees due, shall be refunded to Customer upon Vendor's receipt of Vendor Hardware.

H. Within ten (10) days of termination, the Customer will remove all Software from its equipment (and warrant in writing it has done same), return to the Vendor all of the Software as defined above, return to the Vendor the Vendor Hardware in good condition, normal wear and tear excepted, and cease any and all attempts to use same. The duty of confidentiality, as described in Article III. Vendor-Created Software and Confidentiality shall survive termination or expiration of the license or this Agreement. If the Customer does not return the Software or Vendor Hardware, the Vendor shall be entitled to such remedies at law and in equity as may be provided by law, including injunctive relief. The Customer acknowledges that the use of the Software in contravention of the terms and conditions of this Agreement would cause irreparable harm to the Vendor, which harm may not be recoverable in damages. Therefore, during the term of the resolution of any dispute concerning the terms and conditions of this Agreement, Vendor shall have the right to restrain, by any and all legal or equitable remedies, the unauthorized use of the Software.

I. Throughout the term of this Agreement, both parties will use commercially reasonable efforts to backup the PioneerRx server and data for disaster recovery and restoration purposes. For avoidance of doubt, Customer is solely responsible for complying with all applicable local, state and Federal laws regarding document retention and accessibility, both during and after the term of this Agreement.

XI. INDEMNIFICATION

A. Vendor shall indemnify, defend and hold harmless Customer from and against any damages, judgments, liabilities, losses, penalties, costs and expenses (including reasonable attorney's fees) incurred by the Customer in connection with any third-party action, claim or suit arising from any claim that the Software, infringes upon or misappropriates any third party's intellectual property rights. If the Vendor's Software is held to be infringing and its use enjoined, the Vendor may, in its sole discretion (1) obtain the right to continue using or licensing the infringing material, (2) replace the infringing material, or (3) terminate the agreement under Article X. Term and Termination.

B. Customer shall indemnify, defend and hold harmless Vendor and its owners, officers, agents, employees, subcontractors or affiliates from and against any damages, judgments, liabilities, losses, penalties, costs and expenses (including reasonable attorney's fees) incurred by the Vendor in connection with any third party action, claim or suit arising from any claim that the Software when combined with any third-party software not supplied or approved by Vendor infringes upon a U.S. Patent, copyright or trademark. Customer shall indemnify Vendor for any breach by it or any of its contractors or consultants of Vendor's intellectual property rights and any claim arising out of Customer's use of any third-party services offered by Vendor through the PioneerRx Pharmacy Management System.

C. Provided that the indemnifying party is notified promptly and given full authority, information and assistance for such defense, the indemnifying party shall pay all damages and costs finally adjudicated against the indemnified party but will not be responsible for any compromise made without the indemnifying party's consent.

XII. DATA USE AND REMS PROGRAMS

A. Data Use. In accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as it may be amended or updated from time to time, and any other applicable State or Federal law, Customer hereby grants Vendor a license to, and the right to collect, use, disclose and distribute data elements contained in Customer's pharmacy data from all Customer locations ("Pharmacy Data") for the following purposes:

1. To provide de-identified Pharmacy Data to drug manufacturer data reporting or aggregation programs;
2. To use de-identified Pharmacy Data for legislative, research and industry-related purposes or programs;
3. For such other optional programs as Customer may enroll in from time to time;
4. As required or permitted by law; and
5. For treatment, payment or health care operations.



B. Risk Evaluation and Mitigation Strategies.

1. Risk Evaluation and Mitigation Strategies ("REMS") programs are government-required risk management plans that use risk minimization strategies beyond the professional labeling to ensure that the benefits of certain prescription drugs outweigh their risks. PioneerRx enables required reporting so pharmacies can participate in various REMS programs. Customer acknowledges that it may be required to complete registration, qualify for eligibility, complete training, fulfill reporting and perform other obligations to meet a Program Sponsor's requirements. Customer authorizes wholesalers/distributors to send full distribution and purchasing data, including without limitation unblinded or unblocked 867 data, for all enrolled Customer locations to switch provider (or its subcontractor) and the Program Sponsor and their respective agents. Customer will execute an additional written data delivery authorization if requested. Customer shall permit all required reporting for all Program Drug dispensing.

2. Vendor's Software supports reporting to the REMS programs, including submission of the required PHI in each billing (claim) request for the Program Drug.

3. Customer acknowledges that when processing a claim utilizing the switch system under the Program, a billing request for the Program Drug will not pass to the payer, or cash prescription processor, if the prescriber, patient, or Customer enrollment is not verified. Customer further acknowledges that use of a REMS Program drug may carry severe health risks to the patient and therefore, in addition to the enrollment requirements for prescriber, patient and Customer, the prescription processor may also have additional validation requirements, including acceptable lab results, etc. Customer acknowledges that FDA Assessments may be required for REMS.

4. Notwithstanding anything in this Agreement to the contrary, Customer hereby authorizes the REMS Administrator, in accordance with HIPAA, as amended, to access and use its historical and prospective prescriptions claims data processed over REMS processing networks on behalf of Customer under the Agreement, including without limitation any distribution or purchasing data from wholesalers of the Program Drugs for purposes of (i) analyzing, identifying, designing and/or enabling a REMS service; (ii) developing communication documentation for such services for both Program Sponsor(s) and Customer; (iii) to de-identify and use de-identified data to provide the Program Sponsor(s) and prospective program sponsors with reports and information (including any fees paid, which will be aggregated), for purposes of implementing, maintaining, supporting, monitoring or improving the REMS Program; and (iv) any other purpose required by law. These reports may contain information aggregated by NABP number. In addition, Customer hereby authorizes the switch provider and its subcontractors to include Customer's name in its list of customers who have agreed to participate in Programs where such list may be provided to potential Program Sponsors or distributors of the Program Drug or in a list of customers who are participants in a specific Program.

5. Customer acknowledges that the FDA or Program Sponsor may mandate modification, suspension or termination of a Program. The switch provider reserves the right to modify, suspend or terminate any REMS service for any reason, without liability to the switch provider.

XIII. DATA ACCESS AND USE SERVICES

A. Vendor shall grant Customer access to Customer Data as indicated on the Coversheet for reporting and interfacing with approved third-party providers and subject to the terms of Appendix C: Descriptions and Definitions.

B. The Customer is permitted to access the Customer Data as indicated by the selection of options made by Customer on the Coversheet. Vendor reserves the right to modify, add or remove data access services, features or functionality in its sole discretion. The PioneerRx Options, Fees, Section C, are not subject to the 5% limitation for increasing fees in Article VIII, Price and Payment, Paragraph E.

C. Vendor does not represent that it is possible to successfully integrate the PioneerRx System with any third-party software system or service. Vendor may refuse, in its sole discretion, to make changes to the PioneerRx System to accommodate integration or communication between the PioneerRx System and a third-party system. Vendor may terminate a third party's access to the PioneerRx System at any time, in its sole discretion and without liability.

D. The Customer is responsible for supplying any hardware, software, networking or consulting services necessary to access or use the Customer Data as permitted hereunder.

E. Vendor will make commercially reasonable efforts to make the Customer Data available except during planned downtime and any unavailability caused by circumstances beyond Vendor's reasonable control. Customer acknowledges that Vendor is granting access to Customer Data on an "as is, where is, as available" basis and is not obligated to maintain the Customer Data, the table structure or any other attribute or characteristic of the Customer Data or the PioneerRx System.



Customer further acknowledges that Vendor owns the PioneerRx System and will, from time to time, maintain, modify, and update the PioneerRx System and its table structure and features as it sees fit, in its sole discretion. Any such changes shall not create liability or obligations of any kind for Vendor.

F. Vendor shall not be liable for any interruption of service or corruption of data that is caused by or arises from Customer's access to or use of the Customer Data or any use or failure of any third-party service or system. Customer shall be solely responsible for any loss, damage or corruption of Customer Data, PioneerRx System or other software accessed by Customer or its contractors or consultants. Customer shall fully indemnify Vendor for any loss or damage, including attorney's fees, to the PioneerRx System caused by any activities contemplated under this Agreement. Customer shall be fully responsible for the Customer Data and the integrity of the PioneerRx System, and shall not look to Vendor to recover, restore or repair any lost, damaged or corrupted data or software without charge.

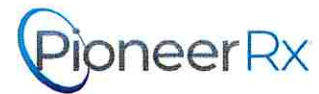
G. The Customer is hereby placed on notice of the following warranty limitation as to the Data Access service and this disclaimer and exclusion shall apply even if the express warranty set forth herein fails of its essential purpose: **THE ABOVE CONSTITUTES A LIMITED WARRANTY AND IS THE ONLY WARRANTY PROVIDED BY VENDOR. VENDOR MAKES AND THE CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND THE CUSTOMER ACKNOWLEDGES THAT NO WARRANTIES EXTEND BEYOND THE DESCRIPTIONS AS HEREIN PROVIDED. THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY OR FOR FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. VENDOR SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING BUT NOT BEING LIMITED TO LOST PROFITS, LOST INCOME, INCREASED EXPENSE, LOSS OF GOOD WILL OR LABOR COSTS). FURTHER, LIABILITY OF VENDOR FROM ANY AND ALL LEGAL AND EQUITABLE CAUSES, OF EVERY KIND AND CHARACTER, SHALL IN THE AGGREGATE NOT EXCEED THE AMOUNTS PAID TO VENDOR BY THE CUSTOMER FOR USE OF THE DATA ACCESS SERVICE IN THE SIX (6) MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE CLAIM. NO ACTION, REGARDLESS OF ITS NATURE, ORIGIN, OR FORM, ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT BY THE CUSTOMER AFTER ONE YEAR FROM THE DATE THE CLAIM ARISES.**

H. **NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY CUSTOMER FROM VENDOR SHALL CREATE ANY WARRANTY OR OBLIGATION NOT EXPRESSLY STATED IN THIS AGREEMENT.**

I. If the Customer makes, or attempts to make, any modifications to the PioneerRx System or Data Access service without Vendor's prior written consent, any warranty as stated herein is immediately and without further notice void in all respects. If the Customer makes such modifications and Vendor elects to not terminate the service, then Vendor shall evaluate the methods of correction of the defects or difficulties caused by the modifications and provide the Customer with an estimate of the expense in correcting same. Notwithstanding the foregoing, Vendor is under no duty to correct said defects or difficulties. Vendor's prior written consent shall be required for any integration or interfaces between the PioneerRx System and Customer or third-party applications or services.

J. Customer shall indemnify Vendor for any breach by it or any of its contractors or consultants of Vendor's proprietary or confidentiality rights.

K. **Confidentiality.** Customer acknowledges that it has been provided unique access to and knowledge of the technical aspects of how data is stored, accessed and processed within the PioneerRx Pharmacy Management System. Customer further acknowledges that this is valuable proprietary and confidential information, developed and owned by Vendor, and gives Vendor a competitive advantage in the pharmacy management system marketplace. As a condition of providing access to PioneerRx Systems, Customer Data and Data Access Credentials as described herein, Customer agrees not to disclose or use for any purpose any knowledge acquired via access to the PioneerRx Systems in any way. For clarification (but not limitation), Customer may not, nor allow others to use any of the confidential and proprietary information in any business or activity that competes with Vendor or otherwise engage in any competitive use of Vendor's proprietary information, nor may the Customer share any Data Access Credentials with anyone other than a direct employee of Customer without Vendor's prior written consent. The Customer shall limit the persons who have access to the PioneerRx Systems, Customer Data and Data Access Services to employees who use said Customer Data for the normal business operations of the Customer. **THE CUSTOMER SHALL NOT KNOWINGLY PROVIDE ACCESS TO THE PIONEERRX SYSTEMS, DATA ACCESS SERVICES OR CREDENTIALS TO ANY PERSON OR ENTITY WHO IS EMPLOYED BY OR WORKS AS A CONTRACTOR TO CUSTOMER OR TO ANY COMPETITOR (AS AN EMPLOYEE OR CONTRACTOR) OF VENDOR WITHOUT VENDOR'S PRIOR WRITTEN CONSENT AND THEY MUST BE BOUND BY A NONDISCLOSURE AGREEMENT AT LEAST AS STRINGENT AS THE TERMS HEREUNDER.** If any court order or regulatory agency should require, or attempt to require, disclosure of or access to the PioneerRx System, then the Customer shall promptly notify Vendor of same and shall assist Vendor in assuring that the PioneerRx System, the terms of this agreement, and all Proprietary Information remain



confidential. The Customer agrees to take all reasonable precautions to secure and protect the PioneerRx System in a manner consistent with Vendor's rights and to take such reasonable action as is necessary to satisfy Vendor that said PioneerRx System is protected.

L. Vendor further retains the right to disclose any information or data necessary to fulfill its obligations under this Agreement, to comply with any applicable laws, legal process, or regulatory obligations.

XIV. MISCELLANEOUS PROVISIONS

A. Unless the Customer is tax exempt and provides satisfactory evidence of its exemption to Vendor, the Customer shall, in addition to the payments required hereunder, pay all use, transfer or other taxes, whether federal, state or local, however designated, which are levied or imposed by reason of this transaction; excluding, however, income taxes on profits which may be levied against Vendor. Customer shall reimburse Vendor for the amount of any such taxes paid or accrued by Vendor as a result of this transaction.

B. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (1) when delivered by hand (with written confirmation of receipt); (2) when received by addressee if sent by a nationally recognized overnight courier (receipt requested); (3) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (4) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage prepaid). Such communications must be sent to the respective parties at the addresses noted on the Coversheet (or at such other address for a party as shall be specified in a notice given in accordance with this section).

C. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege or condition arising from this Agreement: (1) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or (2) any act, omission or course of dealing between the parties.

D. If any term or condition of this Agreement is found to be invalid, unenforceable or illegal under the laws of the jurisdiction where enforcement is sought whether on the basis of a court decision or of arbitral award applicable to the entire Agreement, then such invalid, unenforceable or illegal term or condition shall not affect the remaining terms and conditions of this Agreement or render such term or condition unenforceable in any other jurisdiction.

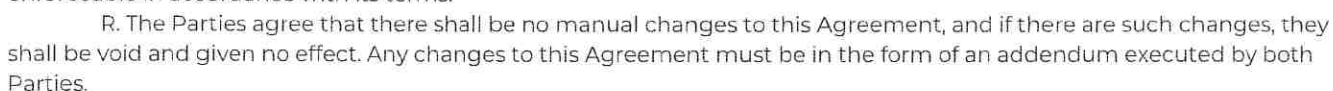
E. This Agreement, together with the Coversheet, appendices, addenda, and exhibits as attached hereto, constitute the sole and entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to the subject matter hereof. No amendment to this Agreement shall be binding unless it is in writing and executed by both parties. Both Customer and Vendor expressly declare that any previous PioneerRx System Agreement(s) covering any of the Software, Vendor Hardware and/or Equipment described herein are hereby null and void for such Software, Vendor Hardware and/or Equipment.

F. Neither party hereto is, to its knowledge, subject to any restriction from any third party or entity which would prevent its full and complete compliance with this Agreement.

G. Survival. The provisions of Articles II. Software and Vendor Hardware Ownership, III. Vendor-Created Software and Confidentiality, IV. Software Warranties and Limitations of Liability, V. Equipment, X. Term and Termination, XI. Indemnification, XII. Data Use and REMS Programs, XIII. Data Access and Use Services, and XIV. Miscellaneous Provisions, as well as any other provision that must survive in order to give proper effect to its intent, shall survive any cancellation, termination, or rescission of this Agreement.

H. This Agreement, any rights, duties or obligations hereunder, the license granted hereunder or any Appendices hereto shall not be assigned, transferred, or sublicensed by Customer, whether by merger, consolidation, operation of law or otherwise to any person or entity, in whole or in part, without the prior written consent of the Vendor. Any attempt to do so by Customer shall be null and void.

I. Except for Customer's obligation to make timely payment, each party shall be excused from performing hereunder for any period it is prevented from performing any services or obligation under this Agreement, in whole or in part, as a result of any act of God, war, civil disturbance, government or court order, labor dispute or other cause beyond its reasonable





Qty	Description	Serial Number	Price Each	Taxable	Amount
1	DCR PioneerRx Week Specific Discount *DCR - PioneerRx Week Specific Discount applies for quote signed by September 30th, 2025 and installed by October 28th, 2025. 2 year commitment to PioneerRx. Installers Flights Waived. *Customer plans to reuse the following equipment and will upgrade to meet minimum spec requirements as needed prior to installation: -Workstations -Printers -Scanners PioneerRx License & Support (Monthly): \$380.00 - Includes software updates, Point of Sale support, Integrated pre/post edit, Claim Scout post edit, drug database updates, drug warning updates, address updates, MedsOnCue from VUCA Health, DEA updates and NPI database updates. PioneerRx Managed Server Monthly Charges: \$114.80 - Includes PioneerRx Server hosting / support with replacement and off-site backup. Includes 5 SQL CALs (Connected Access License). Additional CALs at \$4.95 per connected device per month. Internet Claim Submission: 1 cent per transaction via Powerline, includes batching. eScripts: 13 cents per transaction, billed per SureScripts. PioneerRx Usage Fee: 8.6 cents per completed Rx transaction. Customer will be responsible for any fees associated with schedule changes less than 3 weeks from the planned installation. Fees starting at \$1,000 per installer. Flight portion of travel billed after installation.		\$-14,834.42		\$-14,834.42



Subtotal*

\$0.00

*plus applicable sales tax

I am satisfied with the products listed above and agree to pay the full amount as shown.

Payment Method: Payment in Advance

Estimated 1 payment of \$0.00 due 3 week(s) prior to scheduled installation date.

All warranties are based on the manufacturer's warranty unless otherwise noted.

Hardware in saleable condition may be returned within 30 days of installation subject to a 15% restocking fee. All other items are non-refundable.

Deposits are non-refundable, but may be applied to the 15% restocking fee.

Applicable taxes not shown shall be the customer's responsibility.

Packed By: _____

Date: _____ 10/23/2025



APPENDIX C: Descriptions and Definitions

Customer Data: Defined as information generated or stored as a result of Customer's use of the PioneerRx Pharmacy Management System, including patient data, prescription data, payor information and the like. Customer Data does not include Vendor's or any third party's proprietary information or intellectual property.

PioneerRx License and Support: Base Vendor fee per Location / NPI. This includes software updates, point of sale support, integrated pre/post edit, claim scout post edit, drug database updates, drug warning updates, address updates, DEA updates and NPI updates.

Server with 5 CAL: Monthly charge for Vendor owned server and software hosted at the Customer location. Includes 5 Connected Client Access Licenses (CAL).

Connected Client Access License (CAL): License to connect a workstation to the Vendor server charged on a monthly basis. 5 CALs per location are included with the Server. Workstations are calculated in aggregate per billing period.

PioneerRx Usage: Volume based fee for using PioneerRx Pharmacy Management System based upon the number of completed Rx Transactions in a billing period.

Claim Basic Transaction via Powerline: Claim transaction fee for adjudicating claims through the Vendor's primary claims switch provider. This price does not include pass through fees charged by different PBMs, payers and other third parties. Additional fees such as pass-through fees are passed on to the Customer. These pass-through fees include but are not limited to commercial eligibility checks, PBM charges and Part D eligibility checks. In addition, if the switch provider raises Vendor's contract cost, this fee will increase by the same amount.

eScript Transaction: Basic eScript transaction fee for receiving and sending basic eScripts through the Vendor's primary claims provider. This price does not include pass-through fees charged by different parties. Additional fees such as pass-through fees are passed on to the Customer. In addition, if the eScript provider raises Vendor's contract cost, this fee will increase by the same amount. This does not include long term care related eScripts.

SMS Message: Basic SMS message fee for messages to or from pharmacy up to 160 characters. MMS, ported phone number, carrier add on fees and other miscellaneous fees are in addition to base.

Vendor Options in addition to base fees: These are optional items that can be added to the PioneerRx Pharmacy Management System. These items can be added or removed by the Customer with 30 days' written notice. Vendor reserves the right to discontinue or change any of these services with 90 days' notice including pricing. Options are not limited by the 5% limitation for raising fees.

Non-Powerline Switch Selection for Claim Transaction: Per claim transmission fee for using a switch vendor other than Powerline, the preferred switch vendor.

Priority Support: Priority support provides the Customer with an expedited path in the support queue ahead of customers without priority support. It also provides assigned support staff with a higher degree of skill and experience. Priority support payment is due in advance of the service being provided.

High Performance/Availability Server: This provides for two high performance rack mounted servers on site in a primary / backup configuration. In addition, the servers use more redundant components than the standard configuration. This fee is required in advance of service and is based upon a 5-year replacement cycle. This fee may change on a per customer basis if an even greater level of performance is needed based upon extraordinary volume. Priority support is required with this option.

Developer Support Agreement: The Developer Support Agreement allows the Customer to access developer expertise with the PioneerRx database, API, etc. The Developer Support Agreement includes twelve (12) hours of support billed in 1-hour



increments. It is payable per Customer per year in advance of service. Support hours are based upon a scheduled call during normal business hours.

Developer Support Add-On Pack: The Developer Support Add-On pack provides up to twelve (12) hours of additional support to the Developer Support Agreement. The support hours are billed in 1-hour increments. They expire with the annual Developer Support Agreement on an annual basis. Support hours are based upon a scheduled call during normal business hours. A Developer Support Agreement is required with this option.

Emergency Developer Support: This is an add-on fee for developer support outside of normal business hours or based upon a non-scheduled meeting. It requires a Developer Support Agreement with available developer support hours.

Prior Day SQL Access: This provides read access to a backup test database. It is useful for internal reporting. If developer support is needed in order to utilize/understand the database, a Developer Support Agreement would be required. The fee is based upon completed RxTransactions in the billing cycle. The Customer Data shall be for the Customer's internal use only. Customer shall not cause or allow the Customer Data to be linked to, or accessed by, any third party. Customer's access to Customer Data for production purposes or to provide data to an external third party requires Live API Read Access. This product is available with read/write access when combined with Live API access. In this mode, the database can be recreated if damaged throughout the day.

RxEventsAPI: An event driven push data feed of prescription data. There are a variety of formats available. The data is sent based upon a variety of configurable events. Documentation is provided with RxEventsAPI. If developer support is needed in order to utilize the RxEventsAPI, a Developer Support Agreement would be required. The fee is based upon completed RxTransactions in the billing cycle. This fee is for access to existing functionality. New functionality will require custom development.

Live API Read Access (Stored Procedure / API Access only): This provides read access to web APIs to the PioneerRx database. In some situations, temporary access may be given to read directly from tables. That ability is subject to change. Allows expanded access (read / write) of Prior Day SQL for testing. A Developer Support Agreement is required for this option. The fee is based upon completed RxTransactions in the billing cycle. This fee is for access to existing functionality. New functionality will require custom development.

Live API Write Access (Stored Procedure / API Access only): This provides write access to web APIs to the PioneerRx database. Allows expanded access (read / write) of Prior Day SQL for testing. A Developer Support Agreement is required for this option. The fee is based upon completed RxTransactions in the billing cycle. This fee is for access to existing functionality. New functionality will require custom development.

Custom Networking: This is for any networking outside of the PioneerRx standard configuration. This includes but is not limited to ports, encryption methods and server configuration.

Custom Development: This is for development of API, RxEventsAPI or data feed functionality that does not already exist in PioneerRx. Cost is time and materials. Any new development is available to all users of the particular product. Approval of new functionality is at PioneerRx's sole discretion.



APPENDIX D: SMS Messaging Service Terms

Electronic Messaging Service is provided under the following terms and conditions:

Vendor shall provide the Customer access to its Electronic Messaging Service applications, including without limitation, SMS, text, fax, email and voice ("Services") as they may be offered from time to time under these terms and conditions. By accepting and ratifying these terms and conditions, Customer expressly authorizes Vendor to transmit Customer's electronic messages to Vendor's vendors in accordance with the vendor's processes and procedures. Customer shall pay Vendor's then-current fees therefor. All fees are non-refundable. Vendor reserves the right to modify or discontinue the Services in its sole discretion and to increase fees with 60 days' notice. Either party may terminate its use or provision of the Services at any time by notifying the other in writing.

Vendor does not warrant that the Services will perform without error or interruption. Customer accepts the Services "AS IS," with no representation or warranty of any kind, express or implied, including without limitation, implied warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights. Vendor reserves the right to take any action with respect to the Services it deems necessary or appropriate in its sole discretion if Vendor believes Customer may create liability for Vendor, compromise or disrupt the Services, or cause Vendor to lose (in whole or in part) the services of its ISPs or other vendors.

Customer is fully responsible for its past, present and future use of the Services, including without limitation, managing recipients, obtaining and maintaining the records for any required consent from those to whom it will be sending or receiving electronic messages, and the frequency and content of the electronic messages. Customer is solely responsible for training its staff on appropriate use of the Services. **Customer is also cautioned that electronic messaging is not intended to be used to transmit Protected Health Information as defined by HIPAA regulations at 45 CFR §160.103.** Customer will indemnify and hold Vendor and its owners, officers, agents, subcontractors and affiliates harmless from any loss or liability, damages, judgments, penalties, costs and expenses (including reasonable attorney's fees) arising out of Vendor performing its obligations as contemplated by these terms and conditions or any claims concerning any electronic messages sent by Customer or under Customer's account at any time, including without limitation the Telephone Consumer Protection Act of 1991, FTC regulations, the Can-Spam act and any other applicable laws or regulations.

Customer shall indemnify, defend and hold harmless Vendor from and against any damages, judgments, liabilities, losses, penalties, costs and expenses (including reasonable attorney's fees) incurred by the Vendor in connection with any third party action, claim or suit arising from any claim that the Software when combined with any third-party software not supplied or approved by Vendor infringes upon a U.S. Patent, copyright or trademark. Customer shall indemnify Vendor for any breach by it or any of its contractors or consultants of Vendor's intellectual property rights.

Without limiting the generality of the foregoing, Vendor has no obligation to indemnify or defend Customer against claims arising from the use of the Services or against claims related to infringement of intellectual property rights. Nor will Vendor be liable for any errors or omissions in the Services or the direct or indirect consequences of acting or failing to act based on the output of the Services. In no event will Vendor be liable to Customer for any direct, indirect, consequential, special, exemplary, incidental, or punitive damages including without limitation, governmental fines, lost profits, loss of goodwill, or labor costs arising out of or related to the use, provision or performance of services of the Services. The Services are not intended to be used in place of, or a substitute for the advice of a qualified health care professional.

Provided that the indemnifying party is notified promptly and given full authority, information and assistance for such defense, the indemnifying party shall pay all damages and costs finally adjudicated against the indemnified party but will not be responsible for any compromise made without the indemnifying party's consent.



BUSINESS ASSOCIATE AGREEMENT

HIPAA "Omnibus" Final Rule Update

This Agreement is made effective **10/23/2025** by and between **County of Jefferson**, hereinafter referred to as "Covered Entity", and **PioneerRx**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule" and the "HIPAA Security Rule"); and

WHEREAS, Title XIII of the American Recovery and Reinvestment Act, known as "the HITECH Act" has amended HIPAA and the HIPAA regulations, including HIPAA's Administrative Simplification provisions; and

WHEREAS, amendments to the HIPAA Regulations contained in the HIPAA Omnibus Final Rule became effective on March 26, 2013, and amended HIPAA's Privacy, Security, Breach Notification and Enforcement Rules; and

WHEREAS, The requirements of the HIPAA Administrative Simplification Regulations (including the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules) implement sections 1171-1180 of the Social Security Act (the Act), sections 262 and 264 of Public Law 104-191, section 105 of 492 Public Law 110-233, sections 13400-13424 of Public Law 111-5, and section 1104 of Public Law 111-148.

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Privacy Rule; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the HIPAA Privacy Rule and Security Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and Security Rule and to protect the interests of both Parties.



I. DEFINITIONS

Except as otherwise defined herein, all terms in this Agreement shall have the definitions set forth in the current HIPAA Rules. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Protected Health Information -- The term "Protected Health Information" (abbreviated as "PHI") means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Covered Entity -- The term "Covered Entity" (abbreviated as "CE") means 1.) a health plan; 2.) a health care clearinghouse; 3.) a health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.

Business Associate -- The term "Business Associate" (abbreviated as "BA") means, with respect to a Covered Entity, a person who: 1.) On behalf of such Covered Entity or of an organized health care arrangement (as defined in this section) in which the Covered Entity participates, but other than in the capacity of a member of the workforce of such Covered Entity or arrangement, creates, receives, maintains, or transmits protected health information for a function or activity regulated by this subchapter, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and repricing; or, 2.) Provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, data aggregation (as defined in § 164.501 of this subchapter), management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involves the disclosure of protected health information from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person.

Business Associates, under the 2013 HIPAA Final Rule amendments, include the following:

- ☐ Subcontractors.
- ☐ Patient safety organizations.
- ☐ HIOs - Health Information Organizations, including Health Information Exchanges (HIEs) and regional Health Information Organizations.
- ☐ E-Prescribing gateways.
- ☐ PHRs - Personal Health Record vendors that provide services on behalf of a covered entity. PHR vendors that do not offer PHRs on behalf of CEs are not BAs.
- ☐ Other firms or persons who "facilitate data transmission" that requires routine access to PHI.

HIPAA Rules -- The term "HIPAA Rules" means the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.



Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic media by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(A) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, or the HIPAA Privacy Rule or Security Rule;

(ii) at termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information in perpetuity and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement or the mandatory requirements of the HIPAA Privacy Rule and Security Rule that may apply to Business Associate.

(B) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(a) the disclosure is required by law, not merely permitted by law; or

(b) Business Associate obtains reasonable written assurances from the person or party to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or party, and the person or party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of another covered entity, to permit



data analyses that relate to the health care operations of the respective covered entities.

(iii) to de-identify PHI in accordance with the HIPAA de-identification requirements in 45 CFR 164.514(b), and thereafter use and disclose such information for any purpose permitted by law; for public health and other purposes permitted by and consistent with 45 CFR 164.512; pursuant to a valid HIPAA authorization or as permitted by 45 CFR 164.506(c); and as otherwise permitted in writing by Covered Entity.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to uses and disclosures of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule and Security Rule. Business Associate shall timely report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the HIPAA Security Rule, including the Security Rule's Administrative, Physical, and Technical safeguard requirements.

(b) Business Associate agrees that it is required under the amended HIPAA regulations to comply with, and shall comply with, the use and disclosure provisions of the HIPAA Privacy Rule.

(c) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

(d) Business Associate agrees that it may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

(e) Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.

(f) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(g) Breach Disclosures to Covered Entity: Business Associate agrees to immediately report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware; and any security incident of which it becomes aware. Further, Business Associate agrees to notify the Covered Entity of any individual whose Protected Health Information has been inappropriately or unlawfully released, accessed, or obtained. Business Associate agrees that such notification will meet the requirements of 45 CFR 164.410 of the amended HIPAA regulations.

Specifically, the following shall apply:



- i. A breach is considered discovered on the first day the Business Associate knows or should have known about it.
 - ii. In no case shall the Business Associate notify the Covered Entity of any breach later than 30 days after a breach is discovered.
 - iii. Business Associate shall notify the Covered Entity of any and all breaches of Protected Health Information, and provide detailed information to the Covered Entity about the breach, along with the names and contact information of all individuals whose Protected Health Information was involved.
 - iv. For breaches determined to be caused by the Business Associate, where such breaches require notifications to patients or consumers, the cost of such breach notifications shall be borne by the Business Associate.
- (h) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (i) Business Associate agrees to apply HIPAA's Minimum Necessary Standard to all uses, disclosures, and requests for Protected Health Information, and to make reasonable efforts to limit the Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
- (j) Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements of 45 CFR § 164.524.
- (k) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual.
- (l) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity or to the Secretary, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Rule and Security Rule.
- (m) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- (n) Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with Section III of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.



IV. AVAILABILITY OF PHI

- (a) Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule.
- (b) Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.
- (c) In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

V. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement immediately.

Upon termination of this Agreement for any reason, Business Associate agrees to return to Covered Entity all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business associate shall retain no copies of the Protected Health Information in any form or medium.

VI. MISCELLANEOUS

Except as expressly stated herein or in the HIPAA Rules, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement shall be governed by the laws of the State of Louisiana. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion. The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions



relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or Security Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the requirements of the HIPAA Privacy Rule and Security Rule, then either party has the right to terminate upon written notice to the other party. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**Covered Entity:****County of Jefferson****1295 Pearl St****Beaumont, TX 77701-3642**

By: _____

Print Name: Jeff Branick, County JudgeTitle: County JudgeDate: 11-12-2025**Business Associate:****PioneerRx****920 Pierremont Rd, Ste 300****Shreveport, LA 71106**

By: _____

Print Name: Angela Gray, CPATitle: SVP, FinanceDate: 11/4/2025ATTEST
DATE _____Angela Gray
11/4/25



APPENDIX B: HARDWARE PURCHASE AND INSTALLATION AGREEMENTS

Agreements to follow on next page(s).



Packing Slip

Ship/Install Date:

Ship Via:

Fed Ex

MD Account #:

PioneerRx Account #:

N477-685

PO Number:

Category:

PioneerRx 01

Requested By: Johnathon Duhon

Packed On

S.O. Number

10/23/2025

183219

P. O. Box 53407 tel 800/850-5111
Shreveport, LA 71135 fax 318/404-1105

Ship To:

County of Jefferson
1295 Pearl St
Beaumont, TX 77701-3642

Qty	Description	Location	Serial Number	Packed
1	Cash Drawer - APG S100 Compact (USB)	601-Z-2	W215967103250157	☐
1	Luxe 8500 Cables and power supply (to be sold with Luxe 8500 signature pad)	503-A-4		☐
1	Luxe 8500 Signature Pad (No Cables Included)	503-B-4	H2448003032270	☐
1	PioneerRx 8-Port Gigabit 10/100/1000 Ethernet Switch	505-Z-2	U8EL14B001119	☐
1	PioneerRx CAT5e Installation Cable Bundle	506-A-2		☐
1	PioneerRx IOGear GCS22U 2-Port KVM Switch w/ Built in Cables	505-C-4		☐
1	PioneerRx Portable External Hard Drive	506-A-4	WX62A25KLTKC	☐
1	Uninterruptible Power Supply	606-Z-2	BHSPV7000258	☐

Packed By

**Addendum #1
To the
PioneerRx System Agreement**

This addendum to the PioneerRx System Agreement entered into on _____ by and between PioneerRx, LLC ("PioneerRx") and County of Jefferson ("Customer") is entered into and effective _____.

Customer is currently a customer of PioneerRx, using the PioneerRx Pharmacy Management System. PioneerRx and Customer desire to modify the PioneerRx System Agreement.

The parties agree as follows:

1. **XI. Indemnification** – Article XI shall be deleted in its entirety and replaced with a new Article XI. Liability of Client with the following language:

"A. Vendor shall release Customer from and against any damages, judgments, liabilities, losses, penalties, costs and expenses (including reasonable attorney's fees) in connection with any third-party action, claim or suit arising from any claim that the Software infringes upon or misappropriates any third party's intellectual property rights. If the Vendor's Software is held to be infringing and its use enjoined, the Vendor may, in its sole discretion (1) obtain the right to continue using or licensing the infringing material, (2) replace the infringing material, or (3) terminate the agreement under Article X. Term and Termination.

B. To the extent permitted in accordance with the State of Texas Attorney General Opinion No. DM-467, Customer releases Vendor and its owners, officers, agents, employees, subcontractors or affiliates from and against any damages, judgments, liabilities, losses, penalties, costs and expenses (including reasonable attorney's fees) in connection with any third-party action, claim or suit arising from (1) any claim that the Software, when combined with any third-party software not supplied or approved by Vendor infringes upon a U.S. Patent, copyright or trademark, (2) for any breach by Customer or any of its contractors or consultants of Vendor's intellectual property rights; or (3) any claim arising out of Customer's use of any third-party services offered by Vendor through the PioneerRx Pharmacy Management System."

2. **XIV. Miscellaneous Provisions, Section L** – Section L shall be amended as follows:

"L. Any conflict, litigation, arbitration or resolution of any dispute related to or arising from this Agreement, or the rights and duties of the parties shall be construed exclusively under the laws of Texas. Venue for all such litigation or arbitration shall be exclusively in Jefferson County, Texas. Notwithstanding the foregoing, Vendor reserves the right to seek injunctive remedies (or an equivalent type of urgent legal relief) in any appropriate jurisdiction. The parties agree that this Agreement is not a contract for the sale of goods; therefore, this Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act (UCITA)."

3. Except as set forth in this Addendum, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement or any earlier Addendum, the terms of this Addendum will control.

4. The undersigned have executed this Addendum 1, as of the Effective Date shown above.

PioneerRx, LLC

County of Jefferson

Signed by:
By: Angela Gray
59F8330A527F443...

Angela Gray
Senior VP, Finance



[Signature]
Name: Jeff Branick, County Judge, Jeff R. Branick
Title: Bra

ATTEST [Signature]
DATE 11/12/25

**Addendum #1
To the
PioneerRx System Agreement**

This Addendum to the PioneerRx System Agreement entered into on 10/23/2025 by and between PioneerRx, LLC ("PioneerRx") and County of Jefferson ("Customer") is entered into and effective 10/23/2025.

Customer is currently a customer of PioneerRx, using the PioneerRx Pharmacy Management System. PioneerRx and Customer desire to modify the PioneerRx System Agreement.

The parties agree as follows:

1. Article X TERM AND TERMINATION, Paragraph A is deleted in its entirety and replaced with the following:

The Initial Term of this Agreement shall be two (2) years beginning the date the Software is first installed at a Customer's location. After the Initial Term and the end of each subsequent term, this Agreement shall automatically renew for a term of one (1) year unless either party gives the other 90-days' written notice of its intention not to renew.

2. Discount: As consideration for Customer adopting the PioneerRx Pharmacy Management System and additional services or products, PioneerRx has discounted the installation price by the amounts shown below. If this Agreement, or any of the individual services shown below, are terminated for one or more locations by the Customer for any reason, or by PioneerRx for Customer's material breach, prior to the end of the Initial Term, then the Customer shall owe PioneerRx the remaining prorated balance of the discounts as shown below.

Discount Description	Total Discount Amount	Number of Locations	Monthly Amount per location
DCR PioneerRx Week Specific Discount	\$14834.42	1	\$618.11

3. Payment: The amounts to be paid pursuant to Paragraph 2 above shall be paid under the following terms and conditions:

- i. **Calculation and Manner of Payments:** The amounts to be paid for early termination shall be calculated by multiplying the number of months remaining in the Initial Term by the Monthly Amount shown above for the programs or services terminated.
- ii. Should the PioneerRx System Agreement between the Parties terminate for any reason before the end of the Initial Term, then the remaining prorated balance plus applicable interest shall be accelerated and immediately due and payable in full. Payment of interest and principal shall be made by check or by wire transfer to PioneerRx's account at a bank specified by PioneerRx in writing to the Customer from time to time, or as PioneerRx may otherwise direct. All payments made hereunder shall be applied first to the payment of any fees or charges outstanding, second to accrued interest, if any, and third to the payment of the balance of the discount.

4. Customer represents that the execution and delivery of this Addendum and the transactions hereunder do not and will not (a) violate any provision of the Customer's organizational documents; (b) violate any law or order applicable to the Customer or by which any of its properties or assets may be bound; or (c) constitute a default under any material agreement or contract by which the Customer may be bound.

5. This Addendum is a valid, legal and binding obligation of the Customer, enforceable against the Customer in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

6. Covenants. Until all amounts outstanding under this Addendum have been forgiven or paid in full, the Customer shall:

- i. **Maintenance of Existence.** (a) Preserve, renew and maintain in full force and effect its corporate or organizational existence and (b) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, where the failure to do so would not reasonably be expected to have a material adverse effect on the Customer's operations.
- ii. **Compliance.** Comply with (a) all the terms and provisions of its organizational documents; (b) its obligations under its material contracts and agreements; and (c) all laws and orders applicable to it and its business, except where the failure to do so would not reasonably be expected to have a material adverse effect on the Customer's operations.

- iii. Payment Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings.

7. Events of Default. The occurrence and continuance of any of the following shall be a default hereunder:

- i. Failure to Pay. The Customer fails to pay (a) any amounts due under the System Agreement, or other agreements with PioneerRx, when due or (b) interest or any other amount when due and such failure continues for 5 days after written notice to the Customer.
- ii. Breach of Representations and Warranties. Any representation or warranty made or deemed made by the Customer to PioneerRx herein is incorrect in any material respect on the date as of which such representation or warranty was made or deemed made.
- iii. Breach of Covenants. The Customer fails to observe or perform (a) any covenant, condition or agreement contained in the System Agreement or herein or (b) any other material covenant, obligation, condition or agreement contained in this Addendum other than those specified 7.a. and such failure continues for 30 days after written notice to the Customer.
- iv. Bankruptcy.
 - a. The Customer commences any case, proceeding or other action (i) under any existing or future law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or (ii) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Customer makes a general assignment for the benefit of its creditors;
 - b. There is commenced against the Customer any case, proceeding or other action of a nature referred to in Section 7.iv.a. above which (i) results in the entry of an order for relief or any such adjudication or appointment or (ii) remains undismissed, undischarged or unbonded for a period of 60 days;
 - c. There is commenced against the Customer any case, proceeding or other action seeking issuance of a warrant of attachment, execution or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which has not been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof;
 - d. The Customer takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in Sections 7.iv.a, 7.iv.b, or 7.iv.c above; or
 - e. The Customer is generally not, or shall be unable to, or admits in writing its inability to, pay its debts as they become due.

8. Remedies. Upon the occurrence of any Event of Default and at any time thereafter during the continuance of such Event of Default, PioneerRx may at its option, by written notice to the Customer (a) declare the entire principal amount due under this Addendum, together with all accrued interest thereon and all other amounts payable hereunder, immediately due and payable; and/or (b) exercise any or all of its rights, powers or remedies under applicable Law; *provided, however* that, if an Event of Default described in Section 7 shall occur, the principal of and accrued interest on the discounted installation fee shall become immediately due and payable without any notice, declaration or other act on the part of PioneerRx.

9. Expenses. The Customer shall reimburse PioneerRx on demand for all reasonable out-of-pocket costs, expenses and fees (including reasonable expenses and fees of its counsel) incurred by PioneerRx in connection with the enforcement of PioneerRx's rights hereunder.

10. Except as set forth in this Addendum, the Agreement is unchanged and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement or any earlier Addendum, the terms of this Addendum will control.

11. The undersigned have executed this Addendum 1, as of the Effective Date shown above.

PioneerRx, LLC

By: Signed by:
Angela Gray
59F8330A527F443...

Angela Gray
SVP, Finance



County of Jefferson

[Signature]

Name: Jeff Branick, County Judge
Title:

ATTEST *[Signature]*
DATE 11/12/25

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of the date shown below by and between PioneerRx, LLC, a Louisiana limited liability company, hereinafter referred to as the "Secured Party", and County of Jefferson who is hereinafter referred to as the "Debtor". Debtor operates a business operation at 1295 Pearl St Beaumont, TX 77701. Any reference to the "Debtor", to the collateral or "Property" of the "Debtor", to the retail operations of the "Debtor", or to the assets of the "Debtor", shall include any and all assets, tangible or intangible, of this business operation and to all other assets as are now or hereafter owned by the Debtor.

Premises

The Secured Party intends to sell to the Debtor and the Debtor intends to purchase from the Secured Party certain computer hardware as more particularly described in the Sales Order as attached hereto. In order to pay for said hardware, the Debtor, simultaneously with the execution of this Security Agreement, has executed Addendum #1 to the PioneerRx System Agreement (the "Note"). This Security Agreement is created for the purpose of securing said Note.

Terms and Conditions

1. Creation of Security Interest: The Debtor, for and in consideration of good and adequate consideration, the sufficiency and receipt of which are hereby acknowledged, does hereby grant unto the Secured Party a security interest in and to the hardware as described in the attached Sales Order and which is hereinafter referred to as the Property.

The Property is being used for business operations at the location whose address is shown above. This Security Interest is given to secure the Note of even date executed herewith.

2. Covenants and Warranties of Debtor: The Debtor expressly grants the following covenants and warranties:

- A. The Debtor is the owner of the Property which is free from any first liens, security interests, or claims not previously disclosed to the Secured Party by the Debtor. The Debtor will, at Debtor's cost and expense, defend any action which may affect Secured Party's security interest in and to the Property.
- B. The Property is adequately insured, and the Debtor, by this agreement, hereby assigns to the Secured Party any benefit of insurance received as a result of the loss, damage or reduction in value to the Property.
- C. The Property shall be adequately maintained and shall be kept in good condition and free of defects. The Secured Party shall have the right to examine and inspect the Property at all reasonable times.

3. Events of Default: The Debtor shall be in default under this agreement in the event that any one or more of the following conditions occur:

- A. Failure to pay the Note and/or the Account in accordance with its terms and condition.
- B. Any warranty or covenant herein contained is found by the Secured Party to be false or misleading.
- C. The Property is moved, relocated, sold, leased, encumbered, contracted to be sold or otherwise disposed of except in the ordinary course of business without the complete satisfaction of the Debt.
- D. The Property is destroyed in whole or in part, seized, stolen, encumbered, attached, foreclosed upon or damaged.
- E. The Secured Party is of the belief that the Debtor is insolvent or cannot pay its debts as said debts become due.
- F. The market value of any Property or security declines in value and, by reason of this decline, the Secured Party considers itself insecure. If the Secured Party considers itself insecure, it may give written notice to the Debtor and declare all of the unpaid indebtedness to be immediately due and payable. In the alternative, the Secured Party may demand that Debtor furnish collateral Property in a form acceptable to the Secured Party having a market value of not less than 125% of the debt outstanding. If the Debtor fails to furnish the necessary collateral Property, then Secured Party may declare all indebtedness immediately due and payable.
- G. The death, dissolution, forfeiture, termination, business failure or commencement of bankruptcy by the Debtor.

H. The filing of any tax lien on the Property.

4. Remedies of Secured Party: Upon the occurrence of any act of default as herein defined, the Secured Party may proceed to take such actions as permissible under the Uniform Commercial Code as in force in Louisiana or any other applicable jurisdiction. In addition, the Secured Party may at its sole option, as to part or all of the Property, assemble said Property and retain same for the use or benefit of the Secured Party. In such instance, any Property retained by the Secured Party shall have its value first determined by the Secured Party and said value shall act as a reduction of any amount remaining due under the Note. The Secured Party shall have a reasonable time after retention of said Property to determine the value of same. The Secured Party will seasonably notify the Debtor of the value determined. The Debtor shall have within five days of the receipt of same notification to object to same. If objection is made, said Property shall be sold at public sale. If objection is not made, the Debtor will be deemed to have consented to said sale.

5. Miscellaneous Terms: The Debtor acknowledges the following:

- A. This agreement is binding upon the heirs, successors and assigns of the parties.
- B. The parties agree that this agreement contains the entire agreement of the parties and supersedes any and all prior agreements, arrangements or understandings between the parties and may not be modified or terminated without written consent of all parties.
- C. The Debtor will notify the Secured Party in writing 30 days prior to the change of any location of the collateral or the establishment of any new place of business or change in the name of business.
- D. The Debtor shall pay all costs incurred by Secured Party in the connection of the preparation, recording, filing, administration and enforcement of all documents incident to this transaction. If, in connection with the collection of the Debt, the Secured Party retains the services of an attorney, the Secured Party shall be entitled to recover all legal fees and costs incurred by the Secured Party.
- E. The Secured Party may, at its option, and at any time, discharge taxes, liens, security interests, or other encumbrances levied on the collateral and may pay for the maintenance and preservation of the collateral. The Debtor agrees to reimburse the Secured Party, on demand, for any such payment made or expense incurred, together with interest thereon at the highest rate permitted by law.
- F. The parties warrant and represent that no promise, representation, conduct or consideration by any other party to this agreement or its agents, servants, employees, attorneys, or persons in privity with it has induced the execution of this Agreement, except for those representations and considerations which are specifically set forth in this Agreement.
- G. This agreement shall be governed by, construed and enforced in accordance with, and subject to the laws of the State of Louisiana.
- H. In the event that any term or condition of this agreement is deemed to be unenforceable, then and in such event, said unenforceability shall not affect the remaining terms of this agreement.
- I. All notices required or permitted to be given by this agreement shall be transmitted by facsimile transmission, certified mail or hand delivery. The parties shall designate the address and facsimile number of each party.
- J. Waiver by either party of any term or condition herein shall not constitute waiver of any other term or condition. Any such waiver must be in writing and signed by the party waiving the term or condition.
- K. Neither party hereto is, to its knowledge, subject to any restriction from any third party or entity which would prevent its full and complete compliance with this agreement.
- L. The terms of this Agreement apply to those obligations that survive any cancellation, termination, or rescission of this Agreement.
- M. The parties hereto have executed this agreement by and through their lawful representatives. Said representatives may have executed this agreement on different dates. The parties expressly acknowledge and stipulate that the latter date of execution of this Agreement by either party shall be the effective date and date of making of this agreement.

N. This Agreement shall terminate automatically upon Debtor's satisfaction of the Note.

Debtor: County of Jefferson

By:

Name: Jeff Branick, County Judge

Date Signed: 11-12-2025

Tax ID #: 1-74-6000-291-2

ATTEST
DATE

Grande
11/2/25



Secured Party: PioneerRx, LLC

Signed by:
by: *Angela Gray*
59F8330A527F443...
Angela Gray, SVP, Finance

Date signed: 11/4/2025

SUBSCRIBER AGREEMENT FOR TRADS SERVICES
(for Public Sector Subscriber)

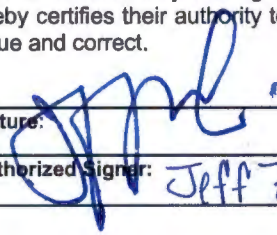
Full Legal Name of Agency or Department (the "Subscriber")	County of Jefferson, Texas - Jefferson County Constable's Office Pct. 6
Physical Address:	

THIS SUBSCRIBER AGREEMENT FOR TRADS SERVICES (for Public Sector Subscriber) (the "Agreement") is entered into as of the date indicated below by and between the above-identified Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") effective as of the later of the date on which Subscriber has undergone and satisfactorily completed TRADS' subscriber credentialing with an approval disposition and is issued user credentials or the date indicated below (the "Effective Date").

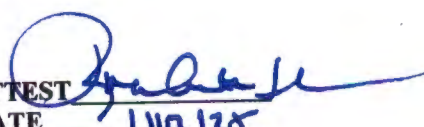
- Subscriber understands and agrees that TRADS offers public record and proprietary information services and other products and services (the "TRADS Services") that may contain sensitive information that is governed by applicable state and federal laws, including, but not limited to, the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) ("GLBA") and the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) ("DPPA"), all of which Subscriber certifies to comply.
- TRADS is not a "consumer reporting agency," and the TRADS Services do not constitute "consumer report(s)," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Accordingly, the TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment, or for any other purpose contemplated by the FCRA.
- TRADS may make a reasonable number of TRADS Services available to Subscriber on a trial basis free of charge until the earlier to occur of: (i) reaching 300 transactions or seven (7) calendar days from the commencement of such free trial, unless otherwise agreed to by TRADS in writing (which may be by means of an email to the primary account administrator); or (ii) the start date of purchased TRADS Services ordered by Subscriber. Subscriber's access to the TRADS Services during any such free trial shall be subject to all terms of this Subscriber Agreement and the Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for the TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within ~~twenty (20)~~ forty-five (45) days of the date of each invoice.
- Unless provided otherwise in a pricing supplement to this Agreement, either party may terminate this Agreement at any time for any reason upon notice to the other party.
- The online Additional Terms and Conditions located at <https://www.tlo.com/ps-terms-conditions> (the "Terms and Conditions") are incorporated herein by reference. This Agreement, which includes the incorporated Terms and Conditions and any attachments hereto, constitutes the entire agreement between the parties, and supersedes and replaces all previous agreements and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the Terms and Conditions. The undersigned hereby certifies their authority to execute this Agreement on behalf of the Subscriber and that the statements provided in this Agreement are true and correct.

Authorized Signature: 	Date: 11-12-2025
Print Name of Authorized Signer: Jeff Branick	Title: County Judge

ATTEST
DATE


11/12/25





TLOxp Transactional Pricing Schedule: Law Enforcement



We offer flexible options and competitive pricing to match your organization's needs. As an alternative to transactional pricing*, TLOxp® Per-seat and Flat-rate pricing plans offer volume discounts for agencies seeking a predictable monthly investment. Contact your account representative to learn more, call 800-856-5599 or email tloxp@transunion.com.

People	
Searches	
TruLookup Advanced	\$0.40
TruLookup Expert Plus	\$0.40
TruLookup Expanded Expert	\$0.40
TruLookup Deceased	FREE
Phones	
TruLookup 411+	\$0.40
TruLookup Super Reverse Phone Lookup ①	\$0.40
TruLookup Real-time Phone Carrier ①	\$0.40
Licenses	
TruLookup Driver's License	\$0.40
TruLookup Professional Licenses	\$0.40
TruLookup Pilot Licenses	\$0.40
TruLookup Voter Registrations	\$0.40
TruLookup Emails	\$0.40
TruLookup Global Watch List ①	\$0.40
Reports	
TruLookup Comprehensive Report	\$7.00
TruLookup Locate Report	\$2.00
TruLookup Address Report	\$3.00
TruLookup Relationship Report	\$5.00
TruLookup Phone Report	\$3.00
TruLookup Social Media Comprehensive Report ①	\$4.00
Other	
TruLookup Relationship Graph	\$0.40

Business Plus	
Searches	
TruLookup US Business	\$0.40
TruLookup US Corporations	\$0.40
TruLookup World Business	\$0.40
TruLookup UCC Filings	\$0.40
TruLookup Phones/Business Phones	\$0.40
Reports	
TruLookup Business Report	\$7.50

Criminal	
Reports	
TruLookup Criminal & Traffic Offenses	\$0.30
TruLookup Real-time Incarcerations & Arrests ①	\$3.00

Assets	
Searches	
TruLookup Vehicles	\$0.40
TruLookup Vehicles - Wildcard	\$0.40
TruLookup Vessels	\$0.40
TruLookup Properties	\$0.40
TruLookup Property Assessments	\$0.40
TruLookup Property Deeds	\$0.40

Courts	
Searches	
TrueLookup Foreclosures	\$0.40
TrueLookup Liens - Personal/Business	\$0.40
TrueLookup Judgments - Personal/Business	\$0.40
TrueLookup Bankruptcies	\$0.40
TrueLookup Evictions	\$0.40

California	
Searches	
TruLookup Ultimate Weapon	\$3.00
TruLookup Births	\$0.40
TruLookup Equalization and ABC Licenses	\$0.40
TruLookup Civil Filings	\$0.40
TruLookup Corporations	\$0.40
TruLookup Criminal Records	\$0.40
TruLookup Deceased	\$0.40
TruLookup Fictitious Business Names	\$0.40
TruLookup Marriages	\$0.40
TruLookup Professional Licenses	\$0.40
TruLookup Property	\$0.40
TruLookup UCC Filings	\$0.40

PER-SEAT PRICING

Per-seat pricing provides unlimited usage on an individual basis.

FLAT-RATE PRICING

Flat-rate pricing gives your organization the ability to lock in reduced pricing based on a monthly plan, regardless of the number of users on the plan.

TransUnion TLOxp Confidential
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① These Searches and Reports are not included in contract options and are not discounted.
21-F100173 REVISED: FEBRUARY 2023



Subscriber Agreement Additional Terms and Conditions for Public Sector Subscribers

General TLO Terms & Conditions →

These Terms and Conditions are incorporated into the Subscriber Agreement (the "Agreement," as may be amended, supplemented and/or modified from time to time), and constitute the entire agreement between Subscriber and TRADS.

1. **Restricted License.** TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") grants to Subscriber (and any Permitted Users, defined below) a restricted personal, non-exclusive, non-transferable, non-sublicenseable, revocable license to obtain and use the TRADS Services and the information derived from the TRADS Services ("Services Information") in compliance with the terms of the Agreement and all applicable laws, rules, regulations and regulatory directives, including any permissible use certifications. Subscriber agrees that its use of the TRADS Services and Services Information (i) will comply with the Agreement, these Terms and Conditions, and all applicable laws, rules, regulations and regulatory directives; and (ii) will be consistent with the purpose(s) for which the TRADS Services and Services Information are provided as specified in the solicitation, request for proposal, contract reward, request for information, or any other method through which Subscriber engages with TRADS. Failure to comply with the terms of the Agreement and/or applicable laws, rules, regulations and regulatory directives may result in immediate suspension and/or termination of your access to and use of the TRADS Services, in TRADS' sole discretion. Certain elements of the TRADS Services require compliance with specific terms, defined below. If there is a conflict between this Agreement and any state-specific requirements, the state-specific requirements shall prevail solely to the extent there is a conflict with the terms of this Agreement.

2. **Permitted Users.** Subscriber may identify authorized users of the TRADS Services ("Permitted Users"). Subscriber shall be solely responsible for such Permitted User's actions or omissions and understands and agrees that its Permitted Users shall not be able to take any action against TRADS regarding any claim based under this Agreement. Subscriber is used throughout this Agreement as meaning Subscriber and any Permitted Users.

3. **Fees and Payment.** Subscriber agrees to pay the fees and charges for the TRADS Services provided to Subscriber under the Agreement as set forth in a supplemental document executed by both parties ("Addendum") within thirty (30) days of the invoice date. If Subscriber in good faith disputes any fees on an invoice, Subscriber must notify TRADS in writing of the reasons for, and the amount of, such dispute, within thirty (30) days of the date of invoice. In such event, Subscriber may only withhold payment of the amount in dispute and will pay all undisputed amounts when due. The parties shall work in good faith to resolve any disputed fees within sixty (60) days from the date of invoice, and Subscriber shall pay any such disputed fees immediately upon resolution of the dispute. Unless otherwise agreed to by the parties, all fees under the Agreement are non-refundable, in whole or in part, in the event of a termination of the applicable Addendum or the Agreement. Unless otherwise agreed to by the parties in a supplemental document, TRADS reserves the right to change the fees and charges from time to time, but no change in such charges is effective as to Subscriber earlier than thirty (30) days after written notice is provided to TRADS.

a) **Surcharges and Third-Party Costs.** In the event that TRADS's cost of rendering the TRADS Services increases as a result of laws, ordinances or other regulatory, administrative or governmental acts, then TRADS may implement a surcharge subject to the following: (i) any surcharge will be applicable generally to TRADS's similar customers; (ii) TRADS will provide sixty (60) days prior written notice to Subscriber prior to implementing any new surcharge; and, (iii) any surcharge will be applied only to the TRADS Services affected by the law, ordinance or other regulatory, administrative or governmental act. TRADS reserves the right to increase the price of any third-party scores or data provided as part of the TRADS Services if the corresponding third-party royalty or fee increases.

b) **Overdue Charges.** Without limiting any of TRADS's remedies for non-payment or late payment of invoices, unless subject to a good faith dispute, amounts which are not paid within sixty (60) days of the invoice date shall be subject to a late charge of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorneys' fees.

c) **Billing Agent.** Subscriber may, at Subscriber's discretion, elect to engage a billing agent authorized by TRADS ("Billing Agent") for the purpose of billing and collecting Subscriber's applicable fees and charges for the TRADS Services, including any taxes, duties, and other charges imposed by any governmental entity for such TRADS Services. Upon written notice to TRADS for such engagement, including



additions/removals) and transaction history for purposes of the Billing Agent to perform its obligations hereunder. TRADS may, at TRADS' discretion, revoke its authorization of Subscriber's utilization of the Billing Agent upon notice to Subscriber, and accordingly, Subscriber agrees to thereafter pay TRADS all fees and charges for the TRADS Service

4. **Predictive Attributes.** If Subscriber receives any TRADS Services including predictive attributes, Subscriber hereby certifies that the predictive attributes are used only for the following permitted uses: (i) fraud prevention, (ii) institutional risk control, and/or (iii) identity verification.

5. **Driving Violations Services.** If Subscriber receives any Driving Violations Services, Subscriber enters into an agreement with Drivers History Information Sales LLC ("DHI") through TRADS, as agent for DHI, into which Sections 2-11 and 22-37 of these Terms and Conditions are incorporated by reference; provided each reference to "TRADS" in such provisions shall mean "DHI", and each reference to "TRADS Services" shall mean "Driving Violations Services". The Driving Violations Services are provided by DHI. DHI makes no representations or warranties, expressed or implied, regarding the accuracy, completeness or timeliness of the Services Information or the results to be obtained with the Services Information, or that the Services Information has been scrubbed against any regulatory or self-regulatory registry. DHI hereby disclaims all express and implied warranties with respect to the Services Information. Except as expressly set forth in this Agreement, DHI and its third-party providers shall have no liability whatsoever to Subscriber or any third party with respect to the Services Information or this Agreement. Subscriber agrees to indemnify and hold DHI, and its parents, subsidiaries, and affiliates, and each of their respective officers, directors, members, employees, contractors, agents, representatives, successors and assigns, harmless from and against any claims, charges, demands or suits instituted against DHI and its third party data providers arising out of or resulting from Subscriber's: (i) failure to comply with the terms and conditions of this Agreement; (ii) violation of any applicable federal, state or local law, regulation, rule or judicial or administrative order with regard to the subject matter of this Agreement; (iii) any actual, potential or threatened unauthorized access to or use of the Services Information; (iv) any use of the Services Information by individuals or entities that obtain access to the Service Information through or from Subscriber, which have not been authorized by this Agreement to have access to and/or use the Services Information; or (v) its use of or negligent maintenance of the Services Information. If liability is imposed on DHI, Subscriber agrees that DHI's total liability for any or all of the Subscriber's losses or injuries resulting from DHI's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount the Subscriber paid to DHI for the particular Services Information which is the subject of the alleged breach. Subscriber agrees it will not sue DHI or any third party for any amount greater than such amount and that it will not seek punitive damages in any suit against DHI or any of its third-party providers. Except where expressly noted to the contrary, in no event shall DHI be liable for any indirect, incidental, special, exemplary, punitive, consequential or other damages whatsoever (including, but not limited to, liability for loss of profits), even if advised of the possibility of such damages, without regard to the form of any action, including but not limited to contract, negligence or other tortious actions, arising out of or in connection with this Agreement or the data. Subscriber also agrees to give DHI immediate written notice of all actions, claims, losses or damages arising out of its use of the Services Information. Certain states providing data incorporated into the Driving Violations Services mandate the delivery of the following state-specific terms. Subscriber certifies that it will review such terms upon each receipt of the Driving Violations Services.

a. **Arkansas Administrative Office of the Courts.** The official custodian of all official court records for each court in Arkansas is the clerk of the court. The Arkansas Administrative Office of the Courts (AOC) is not the official custodian of any case record and provides only copies of data entered or provided by the clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The AOC does not warrant the accuracy of the data. To verify a record's accuracy, contact the clerk of the court of record.

b. **Arizona Supreme Court, Administrative Office of the Courts; Pima County Consolidated Justice Court; Maricopa County Justice Courts; Mesa Municipal Court.** The data provided is based on data obtained from the Arizona Supreme Court, Pima County Consolidated Justice Court, Maricopa County Court, Mesa County Court, and other judicial Arizona courts. Neither the Arizona Supreme Court, the Administrative Office of the Courts, nor any other courts of the state of Arizona provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file at the court of origin. All copies of the data must be purged, updated, or restricted upon notice from the Arizona Courts and certified as such to the Arizona courts.

c. **Illinois Circuit Court of Cook County.** The data provided is based on the latest data obtained from the Circuit Court of Cook County, Illinois. The Court does not warrant the accuracy, completeness, or currency of this data. This data is not and may not be represented as an official record of the Court or of the Clerk. The official court record may be found in hard copy files held and maintained by the Clerk. The Clerk provides no warranties, express or implied that the information or data is accurate, complete, or correct.

d. **Illinois Counties on the Clericus Magnus Network (Jano Technologies).** The recipient of the data has no recourse against the Illinois counties or the Clericus Magnus Network (Jano Technologies) based on the contents of the data or for any restrictions, whether new, old, or anticipated, as to what data is available, when the data is available, and/or the response times for access to the data.



information is accurate or complete; 2) Make no representation regarding the identity of any persons whose names appear in the information; and 3) Disclaim any liability for any damages resulting from the resale or use of the information.

f. **Minnesota Judicial Branch.** The data are provided "as is" as of the preparation date indicated by the State and that recent entries made by court staff may not be immediately reflected in the data. The State, DHI and TRADS do not assume any liability for inaccurate or delayed data, errors, or omission and user relieves such parties from all such liability. Users assumes all risk and liability for verification, use, and misuse of the data. Users may verify the accuracy and public status of the data by logging in to the State's public access portal at www.mncourts.gov or visiting a public access terminal at any State courthouse.

g. **North Carolina Administrative Office of the Courts.** Neither TRADS, nor DHI, is affiliated with the judicial branch of the State of North Carolina or with the North Carolina Administrative Office of the Courts (NCAOC) and cannot provide a certified or other official record of any court proceeding. The official custodian of all official court records for each county in North Carolina is the clerk of superior court of that county. The NCAOC is not the official custodian of any case record and provides only copies of data entered by the clerks. Data provided through this service may not reflect pending or post-disposition activity on a case. The NACOC does not warrant the accuracy of the data. To verify a record's accuracy or to obtain an official copy of a record of any court proceeding, contact the clerk of the county of record.

h. **North Dakota Supreme Court.** The data or information provided is based on information obtained from the North Dakota District Courts. The Court Administrator and the North Dakota Supreme Court: (a) Do not warrant the information as accurate or complete except for court purposes; (b) Make no representation regarding the identity of any persons whose names appear in the records; and (c) Deny liability for any damages resulting from the release or use of the data or information. The user should verify the information by personally consulting the official record reposing at the district court.

i. **Oregon Judicial Department.** The transferred database files are not official records of the court and may not reflect the most current disposition activity. Users should verify the data by consulting the "official" record maintained by the court of record. The official custodian of all official circuit and appellate court records in Oregon is the clerk or court administrator of the respective circuit and appellate court. The official court records are the OECL and ACMS data repository systems themselves.

j. **Pennsylvania Courts, Administrative Office.** The data or information provided is based upon information received by the Administrative Office of Pennsylvania Courts ("AOPC"). AOPC makes no representation as to the accuracy, completeness, or utility, for any general or specific purpose, of the information provided and as such, assumes no liability for inaccurate or delayed data, errors or omissions. Use of this information is at your own risk. AOPC makes no representations regarding the identity of any persons whose names appear in the records. User should verify that the Information is accurate and current by personally consulting the official record reposing in the court wherein the record is maintained. The information received from APOC is not the official case record. Official case records are maintained by the court in which the record was filed.

k. **Seattle Municipal Courts.** The data made available here has been modified for use from its original source, which is the City of Seattle. Neither the City of Seattle nor the Office of the Chief Technology Officer (OCTO) makes any claims as to the completeness, timeliness, accuracy or content of any data contained in this application; makes any representation of any kind, including, but not limited to, warranty of the accuracy or fitness for a particular use; nor are any such warranties to be implied or inferred with respect to the information or data furnished herein. The data is subject to change as modifications and updates are complete. It is understood that the information contained in the web feed is being used at one's own risk.

l. **Utah Administrative Office of the Courts.** The data provided is based on the latest data obtained from the Utah Administrative Office of the Courts. Neither the Administrative Office of the Courts, nor any other courts of the State of Utah, provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete, nor do they make any representations regarding the identity of any persons whose names appear in the data. It is expressly understood that it is the responsibility of users to verify the data by personally comparing it with the official court records on file at the court of origin.

m. **Washington Courts, Administrative Office.** The information or data provided is based on information obtained from the Administrative Office of the Courts and the Washington Courts. The Administrative Office of the Courts, the Washington Courts, and the Washington County Clerks: 1) do not warrant that the information is accurate or complete except for court purposes; 2) make no representation regarding the identity of any persons whose name appear in the Index; and 3) deny liability for any damages resulting from the release or use of the data. To verify the information, the user should personally consult the "official" record reposing at the court of record.

n. **Wisconsin Circuit Courts.** Wisconsin Circuit Court information provided is only a snapshot of the information accessible in the case management system on the date the information is obtained by DHI. Notice to Employers: It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. An employer may refuse to hire an applicant based on a conviction only if

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5. **Wyoming Department of Transportation.** The information shall be maintained in accordance with safeguards and procedures to ensure the security and protection of the data. Minimum security measures include controlling access to data storage and production areas, secure destruction of data, and other reasonable security measures. Notice to Employment Users: Employers may only retain the information in an employee's employment historical file. Notice to Insurance Users: The information may only retain the information as long as necessary to conduct insurance business.

6. **Motor Vehicle Reports.** If Subscriber receives any motor vehicle report services (collectively, "MVR Services"), Subscriber hereby enters into an agreement with Datalink Services, Inc. ("Datalink") through TRADS, as agent for Datalink, into which the following Sections 1-3 and 14-26 of this Agreement are incorporated by reference; provided each reference to "TRADS" in such provisions shall mean "Datalink", and each reference to "TRADS Services" shall mean "MVR Services". In addition, the following terms and conditions shall apply:

a) **Authorized Requests.** Subscriber shall use the MVR Services and Services Information: (i) solely for the Subscriber's certified, exclusive one-time use and shall not request, obtain or use MVR Services for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing Services Information to any other party, whether alone, in conjunction with Subscriber's own data, or otherwise in any service which is derived from the MVR Services. Subscriber shall not transfer MVR Services and Services Information outside of the United States. MVR Services shall be requested by Subscriber's Permitted Users having a need to know and only to the extent necessary to enable Subscriber to use the MVR Services and Services Information. Subscriber shall investigate any allegations of misuse of the MVR Services in full cooperation with Datalink and/or its third-party providers of such data, including at the request of a state or government official.

b) **Oklahoma State Specific Requirements.** Subscriber must maintain commercially reasonable procedures to protect Services Information derived from the MVR Services related to or in connection with the state of Oklahoma ("Oklahoma MVR Services") that include, but are not limited to, background investigations of Permitted Users authorized to access Oklahoma MVR Services and execution of confidentiality and non-disclose agreements by such employees or other individuals with authorized access. Subscriber shall report any breach of security or confidentiality of Oklahoma MVR Services to Datalink and the State of Oklahoma no later than twenty-four (24) hours after discovery.

7. **Death Master File ("DMF") Data.** Certain data provided by TRADS as part of TRADS Services may include information obtained from the Limited Access Death Master File (LADMF) made available by the US Department of Commerce National Technical Information Service (NTIS) and subject to regulations found at 15 CFR Part 1110. All TRADS subscribers are required to comply with all applicable laws and, if Subscriber is granted access to LADMF data, Subscriber certifies compliance with 15 CFR 1110. Subscriber's failure to comply with 15 CFR Part 1110 may subject Subscriber to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.

8. **TruValidate Services.** Subscriber certifies that a) Subscriber and/or a Subscriber customer is the user of any of the TruValidate non-FCRA fraud prevention services (the "TruValidate Services"); and b) Subscriber and/or a Subscriber customer (and their respective employees) will request, obtain and use such TruValidate Services only in the normal course of business to verify the accuracy of information submitted by the consumer and if it is not correct, to obtain the correct information, but only to protect against or prevent actual fraud, unauthorized transactions, claims or other liability. Subscriber and/or Subscriber customers shall not use the TruValidate Services: i) as a factor in establishing a consumer's eligibility for credit, insurance, health care, employment, or for any other "permissible purpose" as defined by the FCRA; ii) to take any "adverse action," as defined by the FCRA, against any consumer; iii) as a factor in establishing an individual's creditworthiness or eligibility for credit, insurance, or employment, nor for any other purpose under the FCRA. Some TruValidate Services are provided for Subscriber's internal use only, and Subscriber shall not: (i) interfere with or disrupt the integrity of performance of the TruValidate service or the data contained therein; or (ii) attempt to gain unauthorized access to the TruValidate service or its related systems or networks. If any TruValidate Service is determined by a court of competent jurisdiction and/or other governing regulatory authority to contain Consumer Reports as defined in the FCRA, Subscriber certifies that Subscriber or Subscriber's customer(s) (as applicable) will request and use the TruValidate Services solely for a permissible purpose as defined under the FCRA.

a) **TruValidate Account Verification.** Account Verification utilizes consumer reports as defined in the FCRA. If Subscriber obtains Account Verification, Subscriber certifies that it will request and use each Account Verification transaction solely for one of the permissible purposes certified in the Agreement.

b) **TruValidate Device Risk and Digital Identity Risk.** Subscriber shall assign the appropriate technical resources for integrating and testing Device Risk and Digital Identity Risk who will i) determine the unique identifier that will be used; ii) participate in training to utilize Device Risk, place evidence in the system and reporting; iii) establish initial business rules and evidence types to be used to report fraud; iv) regularly identify data trends and anomalies and work with TRADS to evaluate and refine business rules. Subscriber shall actively participate in the shared Device Risk database and shall regularly and diligently report Feedback Data into the Device Risk system. At additional cost to



c) **TruValidate Phone Verification and TruValidate One-Time Passcode.** Prior to requesting a One-Time Passcode, Subscriber shall provide its customers any and all disclosures or explanations required under applicable law concerning the customers' utilization of One-Time Passcode, including, but not limited to, those disclosures regarding additional data fees and text messaging and/or phone call rates. Subscriber agrees that TRADS will in no way be liable for Subscriber's failure to provide such disclosures or explanations, or for failing to obtain all required consents and authorizations. Subscriber shall not, and shall not permit any employee or third party to, use Phone Verification and/or One-Time Passcode to transmit: (a) unsolicited, including without limitation, unauthorized "bulk" messages; (b) a cause of the introduction of "viruses", "worms", "Trojan Horses", "e-mail bombs", "cancelbots" or other similar computer programming routines into TRADS's or its service providers' platform; (c) unlawful; (d) infringes the intellectual program rights of any person; or (e) executes, initiates or causes "phishing" or social engineering activities.

d) **TruValidate Document Verification.** Subscriber acknowledges that to utilize the Document Verification services, Subscriber will collect certain information, as further described in the Documentation, which may include biometric information and identifying documents ("Document Verification Information") from Subscriber's customers. Prior to collecting any Document Verification Information from any of its customers, Subscriber shall obtain and secure any required consents and authorizations from its customers ("Consent Records"). As part of obtaining such records, Subscriber must i) notify its customers as to the purpose for collecting the Document Verification Information; ii) notify its customers that Document Verification Information will be shared with certain third parties as needed to perform the Document Verification services; and iii) obtain consent from its customers allowing the collection, use, and storage of such Document Verification Information by Subscriber, TRADS, and other third parties who process data to perform Document Verification services. Subscriber agrees to maintain all Consent Records in an electronic format for a period of five (5) years and shall promptly make such electronic records available for inspection by TRADS upon TRADS's reasonable request. For the avoidance of doubt, Subscriber's obligations to store Subscriber Consent Records will survive termination of this Addendum or any Agreement to which Document Verification is subject. Subscriber shall not submit identifying documents from any country except the United States.

e) **TruValidate Behavioral Analytics.** If Subscriber receives the Behavioral Analytics Services through TruValidate Services, access to and use of the Behavioral Analytics Services is subject to the following additional terms and conditions. The Behavioral Analytics Services include real-time experience analytics that use proprietary software to monitor and analyze the digital interactions of persons ("End Users") with questions and input fields on digital forms. TRADS does not collect, request, or require any data that contains or is based on any names, addresses, social security numbers, or any information relating to an identified or identifiable natural person who can be identified, directly or indirectly ("Personal Information"). Subscriber shall not provide, transmit, or otherwise transfer to TRADS any Personal Information in connection with its access to and use of the Behavioral Analytics Services. If Subscriber transfers any other data (excluding Personal Information) to TRADS, any such transfers shall be made using an anonymous, hashed, and/or encrypted unique session identifier. Subscriber acknowledges and agrees that any vendor materials provided by TRADS' third-party service providers in connection with the Behavioral Analytics Services ("Vendor Materials") contain valuable assets, proprietary information and confidential information. Subscriber acknowledges and agrees that TRADS' Service Provider is entitled to collect and store de-identified input data on the interactions of End Users with questions and input fields on digital forms ("Anonymous Data"). Any Anonymous Data shall not be considered Subscriber's Confidential Information and shall be owned by TRADS' Service Provider. TRADS disclaim all responsibility and/or liability that may arise in connection with Subscriber's use of the Behavioral Analytics Services, including any decisions (including any determination regarding an individual's eligibility for credit, insurance, or employment) made resulting from the use thereof. If the Behavioral Analytics Services are accessed and/or used by the United States government, including any prime contractor, subcontractor (at any tier), or agent thereof, then (1) the government's rights in the Vendor Materials, including its rights to use, modify, reproduce, release, perform, display or disclose such materials, will be subject in all respects to the license grant and restrictions provided in the Agreement, and shall be in no case broader than the license grant set forth therein, and (2) any code exchanged in connection with the Behavioral Analytics Services will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212, as applicable. For clarity, the Behavioral Analytics Services, including the Vendor Materials, were developed solely with private funds.\

f) **Secure Sockets Layer Certificate.** If Subscriber elects the option to obtain Secure Sockets Layer Certificate hosting as part of the TruValidate Services, Subscriber must purchase from a third-party provider (a "Certificate Authority") and deliver to TRADS, for TRADS to deliver such to the third-party service provider, for installation on the service provider's server cluster, a Secure Sockets Layer Certificate to authenticate the Subscriber's website (a "Certificate"). Subscriber represents and warrants that it has all the rights necessary to deliver the Certificate to TRADS for delivery to the third-party service provider and the third-party service provider has the right to install the Certificate on the service provider's server cluster as necessary to provide the enhanced profiling service. Subscriber will provide to TRADS for delivery to the third-party service provider a list of any information required by the Certificate Authority that may be necessary for the third-party service provider to install the Certificate on the service provider's server cluster. Any such information provided by the third party service provider constitutes the third-party service provider's confidential information, which Subscriber may disclose solely to the Certificate Authority



relating to Subscriber's failure to maintain the license for the Certificate.

9. **Real-time Phone Carrier Search.** Subscriber shall use the Real-time Phone Carrier Search product or information obtained therefrom in compliance with the Direct Marketing Association's Privacy Promise and other applicable industry standards. Subscriber shall not use the Real-time Phone Carrier Search product or information obtained therefrom in any way i) that may violate rights of publicity or privacy of any individual whose personally identifiable data is retrieved; ii) if Subscriber is a telephone solicitor doing business in Massachusetts or Connecticut and using the data provided by TRADS exclusively for the initiation of a telephone call or message to encourage the purchase or rental of, or investment in, property, goods or services, that is transmitted to a consumer; or (iii) will violate applicable laws or governmental regulations, including, without limitation, "do not call" legislation, consumer protection, securities, child pornography, obscenity, data privacy, data transfer and communications laws, export laws, or any other applicable international, federal, state or local laws or regulations.

10. **Real-time Incarceration and Arrest Search.** Subscribers use of TRADS' Real-time Incarceration and Arrest Search product is to be used for investigative purposes, including collections, skip tracing, and corporate due diligence purposes, and may not be used for program integrity (that is, integrity of public assistance programs to detect and deter fraud, waste and/or abuse and confirm compliance with applicable law) or for regulatory licensing purposes, without the prior written consent of TRADS.

11. **CARFAX Vehicle History Reports.** TRADS' CARFAX's vehicle history report (the "CARFAX Vehicle History Report") is generated by CARFAX through a CARFAX service that provides information regarding motor vehicle transactions (the "CARFAX Vehicle History Service"). Subscriber may use the CARFAX Vehicle History Report solely for the purpose of evaluating a vehicle for its internal business purposes and in no event may Subscriber use such information as a factor in evaluating any consumer's eligibility for credit, insurance, employment or any other permissible purpose under the FCRA. Subscriber shall not resell, redistribute, compile, alter or disseminate the CARFAX Vehicle History Report in any way to any third party. Subscriber understands and acknowledges that (i) CARFAX is not a consumer reporting agency; (ii) the CARFAX Vehicle History Report only includes data regarding vehicles and has no bearing on any consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living; iii) CARFAX collects data from public records and other sources to generate the CARFAX Vehicle History Report, and such information may contain errors and omissions and that errors can occur in data transmission; iv) CARFAX does not guarantee the accuracy or completeness of the CARFAX Vehicle History Report; v) CARFAX shall have no liability for errors or omissions with respect to the CARFAX Vehicle History Report or any information received through the CARFAX Vehicle History Service; vi) information that is available for some jurisdictions may not be available for other jurisdictions and that CARFAX may not have access to some information that may be available to other parties; vii) there may be a period of time between CARFAX's receipt of information and its inclusion into the CARFAX Vehicle History Service; viii) CARFAX does not provide any conclusions regarding the condition of any vehicle; ix) it will exercise its own independent judgment in determining the applicability, accuracy, reliability and suitability of the CARFAX Vehicle History Report for the permitted use, and Subscriber assumes full responsibility with respect to Subscriber's decisions and transactions using the CARFAX Vehicle History Report. If Subscriber or its Permitted Users notifies CARFAX when Subscriber believes there may be an error(s) in any CARFAX Vehicle History Report, CARFAX agrees to research any potential errors in the data, and Subscriber agrees to provide assistance and cooperation to CARFAX as necessary for CARFAX's research into such error(s). CARFAX MAKES AND SUBSCRIBER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall CARFAX be liable for lost profits or special, indirect, incidental, consequential, punitive or exemplary damages arising under or in connection with the use of the CARFAX Vehicle History Report by Subscriber, or the performance of, or failure to perform, any obligations hereunder, even if CARFAX has been advised of the possibility of such damages. Subscriber understands and agrees that CARFAX will have no liability to Subscriber in connection with the CARFAX Vehicle History Report. Subscriber acknowledges and agrees that the CARFAX Vehicle History Report is a third-party product and/or service and that TRADS does not compile, produce, prepare, report, or provide the CARFAX Vehicle History Report.

12. **Verified Place of Employment (POE) Reverification and/or Credit.** Subscriber may use TRADS' Verified POE Services subject to the following additional terms and conditions. If Subscriber determines that any Verified POE information provided is inaccurate, Subscriber must notify TRADS of the inaccuracy within thirty (30) days of receipt of the Verified POE Information at issue from TRADS. The notice must describe the inaccuracy in detail to permit TRADS to investigate the matter. If the Verified Information at issue pertains to place of employment, the notification shall include, at a minimum, the reason for the inaccuracy accompanied by the Verified Information returned by TRADS. Within fourteen (14) days of TRADS's receipt of notification from Subscriber with the required information, TRADS will review, reverify and respond to Subscriber. Subscriber will promptly provide additional information as is reasonably request by TRADS to permit TRADS to conduct its review and reverification of the Verified Information at issue. If the Verified Information at issue is determined by TRADS to be inaccurate (such as, a false positive), Subscriber will receive a credit for applicable fee paid by Subscriber for such Verified Information. Such credit will be applied in the form an invoice credit on the next billing invoice.

13. **Prefill.** Subscriber may use the TRADS Services and Services Information for Prefill Use subject to the following additional requirements:



consumer would then enter to confirm they own the device.

- b) **Consumer Consent for GLBA Data; No DPPA Data.** If Subscriber desires to receive GLBA-regulated data from the TRADS Services, Subscriber's GLBA permitted use must be as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer. Subscriber must obtain the consumer's consent to prefill information about such consumer on an application or form, prior to any information prefilled. The consent screen, page or pop-up must appear / be presented very close in time to the form or application being presented for prefill. Services Information from the TRADS Services that is subject to the DPPA may not be used for Prefill Use.
- c) **Ancillary Display.** The Information obtained by Subscriber for Prefill Use may only be displayed to the specific consumer that provided their consent for prefill in furtherance of the specific purpose for which it was obtained; that is, prefilling the application or form, and not displayed, provided, and/or used for any other purposes whatsoever.
- d) **Subjects Returned on Output.** If multiple subjects (that is, more than a single identifiable subject) are returned for Subscriber's search query results from the TRADS Services, then Subscriber may not use the Services Information for Prefill Use. Rather, Subscriber is required to ask the consumer for additional information to refine the search query results to a single identifiable subject to use Services Information for Prefill Use.
- e) **Information for Prefill.** If provided directly to the consumer, Subscriber may use the following information for Prefill Use once the consumer has been successfully authenticated: i) Top ranked Name(s); ii) Up to top 3 ranked Address(es); iii) Up to top 3 ranked Phone(s) and Phone Type(s); iv) Up to top 3 ranked Email(s); v) Age or DOB-Year; vi) SSN; and vii) Gender for Healthcare use only. DOB and SSN data-masking requirements do not apply for Prefill use. If provided to a Subscriber representative, such as a call center agent, Subscriber may only use the following information for Prefill Use: i) Name(s); ii) Address(es); iii) Phone(s), phone type; iv) Email(s); v) Age; vi) DOB; and vii) SSN. No other information obtained from the TRADS Services may be used for Prefill Use
- f) **Independent Verification of Information.** If the application or form for which Services Information is being used for Prefill Use progresses to a process that is subject to the FCRA—such as, for example, a loan, underwriting or other decisioning process, then the information that was prefilled on such application or form using Services Information must be confirmed and/or verified with the consumer directly and/or using data obtained from other sources.
- g) **Separate Sub-Account.** For Prefill Use, Subscriber must access through a separate TRADS user account (sub-account) from the primary TRADS user account (master account) Subscriber's uses to access the TRADS Services and Services Information. Subscriber shall cooperate with TRADS in setting up and activating such separate user account. Prefill Use activity shall only be run through such separate (sub) account, and not through the primary (master) account.

14. Access, Use and Security Requirements.

- a) **Access.** TRADS Services, including those accessed via VPN, may only be accessed from physical locations located within the United States unless TRADS provides advance written consent. TRADS reserves the right to immediately suspend or terminate the TRADS Services if Subscriber accesses the TRADS Services or Services Information from outside the United States. TRADS reserves the right to determine the equipment or software required to access the TRADS Services. Subscriber will: (i) control, track and monitor access to the TRADS Services by Subscriber using reasonable and appropriate administrative, technical, and physical security safeguards; (ii) prevent any access or use not in conformance with this Agreement; (iii) maintain records sufficient to demonstrate compliance with its obligations under this Agreement; and (iv) meet any minimum access, authentication and security requirements TRADS may require, as may be modified over time. TRADS may use one or more cloud providers in connection with the provision of the TRADS Services.
- b) **API.** Subscriber may be able to access the TRADS Services via TRADS' application programming interface ("API") if Subscriber implements, updates and maintains access to TRADS' interface. Subscriber agrees to comply with current Payment Card Industry (PCI) session encryption standards (currently Transport Layer Security (TLS) 1.2 or higher), as well as any additional minimum security requirements TRADS may require, as may be modified by TRADS from time to time. Unless otherwise agreed to in writing by TRADS, Subscriber shall engage a nationally-recognized, industry-leading third party at least annually to conduct a SOC 2 Type II (or equivalent) audit and independent penetration tests of such Party's external-facing network, internal environment, and applications. Subscriber shall use commercially reasonable efforts to promptly implement any changes to the minimum security requirements and agrees to re-certify its compliance at TRADS' request.
- c) **Use.** Subscriber shall not use the TRADS Services and/or Services Information for any impermissible purpose under applicable laws or regulations. Subscriber's use of the TRADS Services and Services Information must comply with the terms of this Agreement. Subscriber may not identify TRADS as the source of the Services Information, and the TRADS Services may not be delivered or resold to or filed with parties. Subscriber shall not, directly or indirectly, i) copy, decompile, disassemble or otherwise reverse engineer any part of the TRADS Services; ii) modify, translate, or otherwise create any derivative works based upon the TRADS Services; iii) distribute, disclose, market, rent,



to provide and/or make available any and all inquiry data and/or input data, including, but not limited to, data obtained from third parties, to TRADS for its use in providing the TRADS Services.

d) **Security.** Subscriber shall implement, and shall take sufficient measures to maintain reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") consistent with industry standards and applicable regulatory guidance designed to: (i) ensure the security and confidentiality of personal information or similar terms as defined under applicable laws ("Personal Information"); (ii) protect against anticipated threats or hazards to the security or integrity of Personal Information; and, (iii) protect against unauthorized access or use of Personal Information. Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information and to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure including without limitation, ensuring that Subscriber's intentional deletion, destruction and/or disposal of Personal Information (whether in electronic format or on tangible media) is performed in a manner so as to reasonably prevent its misappropriation or unauthorized use in accordance with industry standards (e.g., NIST SP 800-88 rev.1, or its successor standard. Subscriber must: (i) employ appropriate policies and procedures to control access and security of usernames, passwords, and terminal access for TRADS Services and (ii) not access and/or use the TRADS Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by TRADS. Any password / TRADS ID issued to a Subscriber is personal and confidential to the Subscriber. If TRADS suspects that any such password / ID is being used by an unauthorized user or a different authorized user to the person to whom it was issued, that password / ID may be cancelled and Subscriber may be responsible for additional fees or charges. Subscriber agrees to be responsible for all access to and use of the TRADS Services and Services Information by Subscriber. At least annually, Subscriber shall engage a nationally recognized, industry leading third party to conduct a SOC 2 Type II (or equivalent) audit and independent penetration tests of such Party's external-facing network, internal environment, and applications. Subscriber agrees to ensure all use of the TRADS Services and Services Information by Subscriber complies with Agreement and applicable law. Unless otherwise agreed to by TRADS in writing, Subscriber will promptly (but in no event later than twenty-four (24) hours after the occurrence) notify TRADS at SecurityIncident@TransUnion.com of any breach of security involving the TRADS Services.

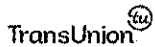
e) **Third-Party Providers.** If Subscriber will utilize a third party ("Third-Party Provider") to access or use the TRADS Services and/or Services Information, Subscriber shall ensure any such Third-Party Provider complies with TRADS' technical specifications and access and security requirements. Subscriber authorizes such Third-Party Provider to act on Subscriber's behalf using Subscriber's user credentials and other required authentication information. Certain features and/or functionality and searches and/or reports may not be available to Subscriber when accessing the TRADS Services via third-party platform, application or interface. TRADS is not responsible for errors in configuration, authentication, and/or provisioning by any Third-Party Provider used by Subscriber. Subscriber shall be solely liable for and indemnify TRADS with respect to any of its, Permitted Users' or Third-Party Provider's actions or omissions.

f) **Cooperation.** Subscriber shall fully cooperate with TRADS in mitigating any damages due to any misappropriation or unauthorized use or disclosure of any TRADS Services or Services Information. Such cooperation shall not relieve Subscriber of any liability it may have. Subscriber agrees that to the extent any such unauthorized use, unauthorized disclosure, misappropriation, or other event is due to Subscriber's (including, without limitation, its employee's, or Third-Party Provider's) negligence, intentional wrongful conduct, or breach of this Agreement, Subscriber shall be responsible for any required consumer, public and/or other notifications, and all costs associated therewith; provided however, that other than except to the extent required to comply with applicable law, Subscriber shall make no public notification of such misappropriation and/or unauthorized disclosure without TRADS' prior written consent, and, with respect to any such notifications required by law, Subscriber shall not use any TRADS trade name, trademark, service mark, logo, in any such notifications without the prior written approval of TRADS.

15. **Audit.** During the term of the Agreement and for a period of three (3) years thereafter, Subscriber shall maintain reasonable and sufficient books and records to demonstrate compliance with the terms of the Agreement and make such books and records (including any policies, procedures and other records) available to TRADS no more than once per year upon reasonable request to ensure compliance with the Agreement. The foregoing notwithstanding, regardless of any prior audit conducted by TRADS, TRADS shall have the right to exercise its audit rights in the event that: (i) a material breach of the Agreement has occurred; (ii) TRADS has a good faith reason to believe there has been a material breach of the Agreement; or (iii) more frequent audits are required to meet TRADS' regulatory requirements. Violations discovered in any review or audit may be subject to immediate action including, but not limited to, legal action, suspension of the provision of TRADS Services, termination of the Agreement, reactivation fees, and/or referral to federal or state regulatory agencies.

16. Confidentiality; Reservation of Rights.

a) Subscriber shall hold in confidence and shall not disclose, in whole or in part, information relating to TRADS' business, including, without limitation, products, services, systems, processes, pricing, data sources, test results, and other TRADS technical and financial information, including the terms of the Agreement, as well as TRADS Services and Services Information, and any analyses, compilations and reports derived from any of the foregoing.



manuals, training materials, technical, financial, strategies and related information, computer programs, algorithms, knowhow, processes, ideas, inventions, schematics, trade secrets, and other information (whether written or oral), and in the case of Services Information, product information, pricing information, product development plans, forecasts, the TRADS Services, and other business information ("Confidential Information").

- c) Confidential Information shall not include information that: (i) was known to the receiving party, as demonstrated through its written records, prior to the time of receipt; (ii) is or becomes public or available to the general public (through no improper action or inaction by the receiving party); (iii) was independently developed without use of any Confidential Information of the disclosing party by employees of the receiving party who have had no access to such Confidential Information; (iv) was lawfully disclosed to the receiving party by a third-party and received in good faith and without any duty of confidentiality by the receiving party or the third-party; or (v) is used or disclosed with prior written approval of the disclosing party.
- d) Each receiving party agrees not to disclose any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care.
- e) Notwithstanding the foregoing, the receiving party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, including as necessary to comply with public records laws applicable to Subscriber as a governmental entity, provided that the receiving party shall give the disclosing party prompt written notice of such subpoena, court order, public records request or other governmental authority so as to allow the disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure (including to protect any TRADS trade secrets) at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order, public records request, or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.
- f) Each party's obligations with respect to Confidential Information shall continue for the term of Agreement and for a period of three (3) years thereafter, provided however, that with respect to trade secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a trade secret.
- g) If a receiving party has or acquires actual knowledge of any breach of the confidentiality of, or the misappropriation of, any Confidential Information received under this Agreement, such party shall promptly give notice thereof to the other party.
- h) Neither party shall issue any news releases, advertising or promotional releases relating to this Agreement without the prior written approval of the other party. Such approval shall not be unreasonably withheld. Prior to responding to any inquiry, that either party receives from news media concerning this Agreement, the parties shall coordinate their responses with each other.
- i) Subscriber acknowledges that TRADS has expended considerable time, effort, and funds to create, compile and generate the TRADS Services and Services Information. Except for the limited access and use rights granted in the Agreement, TRADS and its data sources retain all respective rights, titles and interests in the TRADS Services and Services Information, and Subscriber is not granted any ownership rights or title thereto, whether by estoppel or otherwise. Subscriber shall not use the TRADS Services or Services Information in any way that may infringe any copyright or other proprietary interests of TRADS or a third party. TRADS shall own Subscriber's search inquiry and/or input data used to access the TRADS Services and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations. The parties hereto acknowledge their respective obligations to control access to technical information and material under the U.S. Export Laws and Regulations and agree to adhere to such Laws and Regulations about any technical information and material received under this Agreement.

17. Drivers Privacy Protection Act ("DPPA") Data. If Subscriber receives TRADS Services subject to DPPA, Subscriber certifies that the TRADS Services will only be used for one of the following permitted uses under the DPPA:

- a) Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
- b) Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- c) Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.



e) Use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49, U.S. Code.

f) Use by any licensed private investigative agency or licensed security service for any purpose described above.

18. Fair Credit Reporting Act. TRADS is not a "consumer reporting agency," and the TRADS Services do not constitute "consumer report(s)," as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") and are not subject to the FCRA requirements relating to disputes, access, accuracy or otherwise. Accordingly, the TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment, or for any other purpose contemplated by the FCRA. If Subscriber is using TRADS Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Subscriber shall not use TRADS Services to revoke consumer credit or accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer.

19. Gramm-Leach-Bliley Act ("GLBA") Data. If Subscriber receives TRADS Services subject to GLBA, Subscriber certifies that the TRADS Services will only be used for one or more of the following permitted uses under Section 6802(e) of the GLBA:

- a) As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
- b) To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
- c) For required institutional risk control, or for resolving consumer disputes or inquiries;
- d) For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
- e) For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;
- f) To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or
- g) To comply with federal, state, or local laws, rules, and other applicable legal requirements.

20. Indemnity. Subscriber shall indemnify, defend and hold harmless TRADS and its officers, directors and employees, from and against any third party's claims, suits, damages, and losses, including reasonable attorneys' fees and costs, arising out of or in connection with: (i) Subscriber's use of TRADS Services or Services Information derived therefrom; (ii) Subscriber's violation of any applicable federal, state or local law, regulation, rule, ordinance or judicial or administrative ruling; and (iii) Subscriber's breach of this Agreement. TRADS may, at its election and expense, be represented by counsel of its choice and be present at all associated proceedings. Subscriber may not settle or consent to the entry of any judgment without the prior written consent of TRADS, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the parties understand and agree that Subscriber, as a governmental entity, is not permitted to provide indemnity if providing indemnity: (a) violates a law or regulation applicable to Subscriber as a government entity; (b) usurps powers delegated to a legislative body; or (c) results in expenditures in advance of or in excess of appropriations.

21. Limitation of Liability. In no event shall TRADS or its representatives, including parents, subsidiaries, and affiliates, be liable in any manner whatsoever to Subscriber or any third party for any claims, losses or liability of any kind related to or arising from i) Subscriber's use of the TRADS Services or Services Information and ii) TRADS' procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the TRADS Services or Services Information. **TRADS' ENTIRE AGGREGATE LIABILITY TO SUBSCRIBER UNDER THE AGREEMENT IS LIMITED TO DIRECT DAMAGES NOT EXCEEDING THE FEE PAID BY SUBSCRIBER FOR THE TRADS SERVICES WHICH GIVE RISE TO ANY SUCH CLAIM. IN NO EVENT SHALL TRADS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ADDITIONALLY, TRADS SHALL NOT BE LIABLE FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.**

22. Representations and Warranties. Subscriber represents and warrants that: (i) it has the authority to enter into and perform under this Agreement; (ii) it has the right to give TRADS the rights set forth in this Agreement; (iii) it has the right to provide any and all information including, but not limited to, data obtained from third parties, to TRADS, and to allow TRADS to provide the same to any authorized TRADS subcontractors, for use in performance of the TRADS Services; (iv) it shall not build, accumulate, store, enhance, create, modify, develop, publish, or maintain any database, list, directory, or similar product and/or service including, or derived from, the TRADS Services; (v) it shall destroy the Services Information when no longer needed for the purpose(s) for which they were provided; and (vi) it has implemented an information security program that substantially conforms to the standards set forth and maintained by the National Institute of Standards



trade usage and warranties of merchantability and fitness for a particular purpose.

23. Product Changes. TRADS reserves the right to add new features and/or data sources to the TRADS Services and discontinue existing features and/or data sources from time to time, without notice and in its sole discretion. TRADS may not be the source of the data within the TRADS Services, nor is TRADS a comprehensive source of that data. TRADS may also limit or impose restrictions and/or prohibitions on Subscriber's use of some or all of TRADS Services resulting from a modification to a TRADS policy, a modification to a third-party agreement, change in industry standards, security incident, or change in law, rule, or regulation.

24. Subscriber Requirements.

a) **Credentialing and Notification of Changes.** Subscriber acknowledges and agrees that TRADS will grant Subscriber access to the TRADS Services only if Subscriber meets, and continues to meet, TRADS' credentialing standards. Subscriber agrees to reasonably cooperate with TRADS' credentialing procedures, including, but not limited to, submittal of a completed application for access to the TRADS Services (the "Application"), a review of Subscriber's business records and information, and, as applicable, a physical inspection of Subscriber's business premises. Subscriber shall notify TRADS immediately of any changes to the information on the Subscriber's Application by email to accountupdate@tlo.com. Subscriber acknowledges that changes to the business location, classification or other material facts may be subject to re-credentialing by TRADS. TRADS reserves the right to terminate the license to use TRADS Services without further notice.

b) **Feedback Data.** Subscriber may provide specific feedback to TRADS from time to time regarding specific TRADS Services. TRADS, its affiliates and any third-party service providers may use Feedback Data and data collected from Subscriber in connection with Subscriber's use of the TRADS Service to: (i) deliver the TRADS Services; (ii) operate, improve, and support the TRADS Services; and (iii) corroborate the association of data points within their data repositories. Subscriber hereby assigns to TRADS, its affiliates and any third-party services providers all rights, titles and interests in and to all Feedback Data.

25. Termination. Unless provided otherwise in writing, either party may terminate this Agreement at any time for any reason upon notice to the other party. Failure to comply with the terms of the Agreement and/or applicable laws, rules, regulations and regulatory directives may result in immediate suspension and/or termination of Subscriber's access to and use of the TRADS Services. Upon termination or expiration of the Agreement, Subscriber shall immediately cease use of the TRADS Services and Services Information and promptly (within three (3) business days) return to TRADS or destroy the Services Information using industry standard measures to prevent unauthorized access to or use of the Services Information. Upon request, Subscriber shall certify in writing to TRADS that such return or destruction has occurred.

26. Miscellaneous.

a) **Assignment.** Neither party may assign or otherwise transfer the Agreement, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed. However, either party may assign or transfer the Agreement without the other party's consent (a) in connection with a merger, acquisition, or sale of all or substantially all of such party's assets, or (b) to an Affiliate or as part of a corporate reorganization; provided, however, that prior to such assignment by Subscriber, the subsequent assignee meets all of the TRADS credentialing requirements and is deemed, in TRADS's sole discretion, a non-competitor of TransUnion's. Any assignment or transfer in violation of this will be void. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

b) **Compliance with Laws.** Each party agrees to comply with all applicable laws or governmental regulations, including, without limitation, any and all applicable federal, state, or local law, rule or regulation, regulatory directive, or binding administrative or court decision, "do not call" legislation, consumer protection, securities, child pornography, obscenity, data privacy, data transfer and communications laws, export laws, or any other applicable international, federal, state or local laws or regulations. Changes in the performance of TRADS' obligations under this Agreement necessitated by TRADS' good faith interpretations of any applicable law, regulation, judicial or regulatory action or license rights, shall not constitute a breach of this Agreement.

c) **Conflict.** If there is a conflict between the terms of the documents constituting the Agreement, the order of precedence is as follows, unless expressly agreed otherwise by TRADS and Subscriber: Pricing Addendum, Terms and Conditions, then Subscriber Agreement. To the extent that any TRADS Services rely upon or use information from any third-party sources, then those sources shall be intended third-party beneficiaries with all rights and privileges of TRADS. TRADS, and any such sources (as intended third-party beneficiaries), are entitled to enforce the Agreement directly against Subscriber.

d) **Force Majeure.** Except for Subscriber's payment obligations, neither party shall be liable to the other for failure to perform or delay in performing under the Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control. Such conditions include, but are not limited to, acts of God; failure of utilities; strikes, boycotts or other concerted acts of workmen; Laws,



- e) **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State in which Subscriber's principal place of business is located, without reference to its choice of law rules, or, if Subscriber is a U.S. federal government entity, then by U.S. federal laws.
- f) **Injunctive Relief.** Subscriber agrees that any breach by Subscriber of its Agreement with TRADS may cause TRADS immediate and irreparable harm and that TRADS shall be entitled to seek equitable relief, including but not limited to preliminary and permanent injunctive relief, without the necessity of providing any actual damages sustained by TRADS, and without having to post a bond, in addition to any and all other remedies available at law or in equity. Moreover, any such award of relief to TRADS shall include recovery of all actual and reasonable costs associated with enforcement of this Agreement including, without limitation, attorneys' fees.
- g) **Modifications.** Modifications to the Agreement are only binding upon TRADS if contained in a written amendment signed by authorized representatives of TRADS. These Terms and Conditions are subject to change from time to time. Changes, modifications, additions or deletions to these Terms and Conditions shall be effective immediately upon notice thereof which may be given by any reasonable means, including, but not limited to, posting such changes on the website. Accordingly, Subscriber should periodically review these Terms and Conditions. By continuing to access the TRADS Services, Subscriber acknowledges and agrees that it shall be bound by any such modifications. The section numbering and headings in these Terms and Conditions are provided for convenience only. Any changes, modifications, additions or deletions to these Terms and Conditions, pursuant to the foregoing, which result in a section numbering and/or heading change shall not impact the topic or substance of the underlying provision itself.
- h) **Publicity.** Subscriber shall not advertise or otherwise disclose in any manner to any third party, directly or indirectly, that TRADS is the source of the TRADS Services, TRADS Data, or any information derived therefrom unless Subscriber first obtains the prior written consent of TRADS.
- i) **Relationship.** The parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment, outsourced servicer or joint venture relationship between the parties.
- j) **Severability.** If any provision of the Agreement is or becomes void or unenforceable by law, the other provisions shall remain valid and enforceable.
- k) **Survival.** Except for TRADS's obligation, if any, to provide Services under the Agreement, all provisions of the Agreement that are designed and intended to survive any termination of this Agreement including disclaimer of warranties, access to and use of the TRADS Services, audit, limitation of liability, indemnification, Subscriber's release of claims, confidentiality and payment shall survive any such termination.
- l) **Third Party Beneficiaries.** To the extent that any TRADS Services rely upon or use information from any third-party sources, then those sources shall be third-party beneficiaries with all rights and privileges of TRADS. TRADS, and any such sources (as third-party beneficiaries), are entitled to enforce this Agreement directly against Subscriber.

Updated: September 12, 2025

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Business Needs

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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: Mistey Reeves 
Assistant Purchasing Agent

Date: November 12, 2025

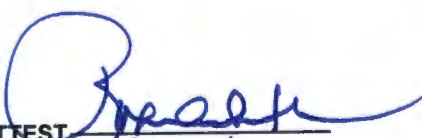
Re: Disposal of Scrap Property

Consider and approve, execute, receive and file disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

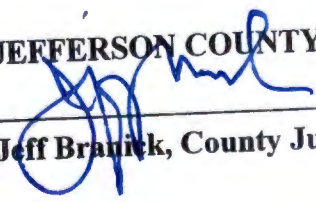
Thank you.



ATTEST
DATE


11/12/25

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Scrap
DISPOSAL OF SALVAGE PROPERTY

Date: October 28, 2025

Department: Precinct 1, Road & Bridge

Contact Person: Lori Fountain

Phone: 409-434-5430

Fax: _____

Department Head Approval: _____

Approved in Com. Court: _____

ATTEST [Signature]
 DATE 11/11/25



Description of Property	Serial No.	Asset No.	Condition of Property
2 - 1,000 gallon fuel tanks (empty)			rusty out, unusable
2 - truck fuel tanks (empty)			rusty out, unusable
band saw			road garbage
2 old tanks (empty) - <i>not fuel</i>			road garbage
patch truck conveyor			rusty, unusable
refridgerator			road garbage
dishwasher			road garbage
table saw			road garbage

*sent interoffice
 mail 10/28/25*



JEFFERSON COUNTY PURCHASING DEPARTMENT
Scrap
DISPOSAL OF ~~SALVAGE~~ PROPERTY

Date: October 28, 2025

Department: Precinct 1, Road & Bridge

Contact Person: Lori Fountain

Phone: 409-434-5430

Fax: _____

Department Head Approval: _____

Approved in Com. Court: _____

[Signature]



ATTEST *[Signature]*
 DATE 11/12/25

Description of Property	Serial No.	Asset No.	Condition of Property
tin			mangled, unusable
perlings			unusable

03-26-07

*Sent
interoffice
mail
10/28*



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: Mistey Reeves 
Assistant Purchasing Agent

Date: November 12, 2025

Re: Disposal of Salvage Property

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, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

November 12, 2025

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AUDITING	4-DRAWER FILE CABINET		10542
<i>contact person: Maintenance</i>			
AGRICULTURE	4-DRAWER FILE CABINET		16245
AGRICULTURE	PAPER SHREDDER		30341
<i>contact person: Jennifer Coleman</i>			
172nd DISTRICT COURT	HIGH BACK SWIVEL CHAIR (OXBLOOD)		35145
<i>contact person: Maintenance</i>			
DISTRICT ATTORNEY	LEATHER & WOOD CHAIR		12197
DISTRICT ATTORNEY	LEATHER & WOOD CHAIR		12146
DISTRICT ATTORNEY	SHREDDER		
DISTRICT ATTORNEY	(3) WOODEN DESKS		
<i>contact person: Dan'na Rouse</i>			
MAINTENANCE - BEAUMONT	CONFERENCE TABLE		
MAINTENANCE - BEAUMONT	5-SHELF BOOKCASE		
MAINTENANCE - BEAUMONT	4-DRAWER FILE CABINET		
<i>contact person: Greg Keller</i>			
MIS	OFFICE CHAIR		
MIS	OFFICE CHAIR		11108
MIS	OFFICE CHAIR		11171
MIS	OFFICE CHAIR		11135
MIS	OFFICE CHAIR		11170
MIS	OFFICE CHAIR		
<i>contact person: Mike Bain</i>			



ATTEST *[Signature]*
DATE 11/12/25

Approved by Commissioners' Court:

[Signature]

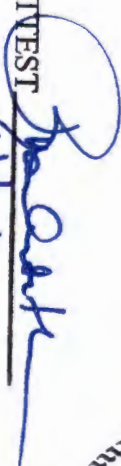
JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

November 12, 2025

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
ROAD & BRIDGE PCT. 1	METAL DESK		16060
ROAD & BRIDGE PCT. 1	BLUE ROLLING CHAIR		13133
ROAD & BRIDGE PCT. 1	BLUE ROLLING CHAIR		9249
<i>contact person: Lori Fountain</i>			
TAX OFFICE - BEAUMONT	IBM PERSONAL WHEELWRITER		
<i>contact person: Heather Salazar</i>			



ATTEST 
DATE 11/12/25

Approved by Commissioners' Court:





JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 10/30/2025

Department: Jefferson County Sheriff's Office

Contact Person: Captain Sue Kelly

Phone: 409-726-2532

Fax: 409-726-2583

Department Head Approval: [Signature]

Approved in Com. Court: [Signature]

ATTEST [Signature]
DATE 11/12/25



Description of Property	Serial No.	Asset No.	Condition of Property
Point Blank Ballistic Vest	170000071799	none	expired
Point Blank Ballistic Vest	170000071826	none	expired
Point Blank Ballistic Vest	190000273582	none	expired
Point Blank Ballistic Vest	190000273573	none	expired
Point Blank Ballistic Vest	190000089074	none	expired
Point Blank Ballistic Vest	190000089065	none	expired
Point Blank Ballistic Vest	190000089077	none	expired
Point Blank Ballistic Vest	190000089076	none	expired



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 10/30/2025

Department: Jefferson County Sheriff's Office

Contact Person: Captain Sue Kelly

Phone: 409-726-2532

Fax: 409-726-2583

Department Head Approval: _____

Approved in Com. Court: _____

[Signature]

ATTEST *[Signature]*
DATE 11/12/25



Description of Property	Serial No.	Asset No.	Condition of Property
Point Blank Ballistic Vest	190000089068	none	expired
Point Blank Ballistic Vest	190000089058	none	expired
Point Blank Ballistic Vest	190000169088	none	expired
Point Blank Ballistic Vest	190000169060	none	expired
Point Blank Ballistic Vest	190000273584	none	expired
Point Blank Ballistic Vest	190000273575	none	expired
Point Blank Ballistic Vest	200000002538	none	expired
Point Blank Ballistic Vest	200000002519	none	expired



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 10/30/2025

Department: Jefferson County Sheriff's Office

Contact Person: Captain Sue Kelly

Phone: 409-726-2532

Fax: 409-726-2583

Department Head Approval: [Signature]

Approved in Com. Court: [Signature]

ATTEST [Signature]
DATE 11/12/25



Description of Property	Serial No.	Asset No.	Condition of Property
Point Blank Ballistic Vest	20000002552	none	expired
Point Blank Ballistic Vest	20000002534	none	expired
Point Blank Ballistic Vest	20000002542	none	expired
Point Blank Ballistic Vest	20000092522	none	expired
Point Blank Ballistic Vest	20000092550	none	expired
Point Blank Ballistic Vest	20000092530	none	expired
Point Blank Ballistic Vest	20000092537	none	expired
Point Blank Ballistic Vest	20000092518	none	expired

Date: 8/13/2025

Department: Jefferson County Sheriff's Office

Contact Person: Captain Sue Kelly

Phone: **408-726-2532**

Fax: 409-726-2583

Department Head Approval:

Approved in Com. Court:

03-26-07



JEFFERSON COUNTY PURCHASING DEPARTMENT DISPOSAL OF SALVAGE PROPERTY

Date: 10/30/2025

Department: Jefferson County Sheriff's Office

Contact Person: Captain Sue Kelly

Phone: 409-728-2532

Fax: 409-726-2583

Department Head Approval:

Approved in Com. Court:

[Signature]

ATTEST *[Signature]*
DATE 11/12/25



Description of Property	Serial No.	Asset No.	Condition of Property
Point Blank Ballistic Vest	200000092526	none	expired
Point Blank Ballistic Vest	200000092545	none	expired
Point Blank Ballistic Vest	200000092523	none	expired
Point Blank Ballistic Vest	200000092541	none	expired
Point Blank Ballistic Vest	130000203751	none	expired
Point Blank Ballistic Vest	130000203704	none	expired
Point Blank Ballistic Vest	200000092548	none	expired
Point Blank Ballistic Vest	200000092532	none	expired



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 10/30/2025

Department: Jefferson County Sheriff's Office

Contact Person: Captain Sue Kelly

Phone: 409-726-2532

Fax: 409-726-2583

Department Head Approval: _____

Approved in Com. Court: _____

ATTEST
 DATE 11/12/25



Description of Property	Serial No.	Asset No.	Condition of Property
Point Blank Ballistic Vest	190000303487	none	expired
Point Blank Ballistic Vest	190000303478	none	expired
Point Blank Ballistic Vest	190000142284	none	expired
Point Blank Ballistic Vest	190000142280	none	expired
Point Blank Ballistic Vest	190000303484	none	expired
Point Blank Ballistic Vest	190000303492	none	expired
Point Blank Ballistic Vest	180000280907	none	expired
Point Blank Ballistic Vest	180000280896	none	expired



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 10/30/2025

Department: Jefferson County Sheriff's Office

Contact Person: Captain Sue Kelly

Phone: 409-726-2532

Fax: 409-726-2583

Department Head Approval: _____

Approved in Com. Court: _____

[Signature]

ATTEST *[Signature]*
DATE 11/12/25



Description of Property	Serial No.	Asset No.	Condition of Property
Point Blank Ballistic Vest	180000280909	none	expired
Point Blank Ballistic Vest	180000280898	none	expired
Point Blank Ballistic Vest	180000394605	none	expired
Point Blank Ballistic Vest	180000394597	none	expired
Point Blank Ballistic Vest	170000126522	none	expired
Point Blank Ballistic Vest	170000126435	none	expired
Point Blank Ballistic Vest	120001293743	none	expired
Point Blank Ballistic Vest	120001293689	none	expired



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 10/30/2025

Department: Jefferson County Sheriff's Office

Contact Person: Captain Sue Kelly

Phone: 409-726-2532

Fax: 409-726-2583

Department Head Approval:

Approved in Com. Court:

ATTEST
DATE 11/12/25



Description of Property	Serial No.	Asset No.	Condition of Property
Point Blank Ballistic Vest	200000048959	none	expired
Point Blank Ballistic Vest	200000048958	none	expired
Point Blank Ballistic Vest	190000089071	none	expired
Point Blank Ballistic Vest	190000089062	none	expired
Point Blank Ballistic Vest	2000000092521	none	expired
Point Blank Ballistic Vest	2000000092540	none	expired



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: Mistey Reeves 
Assistant Purchasing Agent

Date: November 12, 2025

Re: Surplus Property Auction

Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is scheduled for Saturday, December 6, 2025 at 9:00 a.m.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION
December 6, 2025

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
DISTRICT ATTORNEY	METAL COAT RACK		12549
DISTRICT ATTORNEY	BROWN TABLE W/METAL LEGS		1506
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		12168
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		12489
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		12054
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		12089
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		
DISTRICT ATTORNEY	4-DRAWER FILE CABINET		
<i>contact person: Dan'na Rouse</i>			
DISTRICT CLERK	TALL CORNER TABLE		
DISTRICT CLERK	BROWN BOOKSHELF		
DISTRICT CLERK	(2) BROWN BOOKSHELVES		
DISTRICT CLERK	SMALL BROWN BOOKSHELF		
DISTRICT CLERK	METAL TABLE		
DISTRICT CLERK	(2) CHAIRS		
DISTRICT CLERK	(2) LARGE BOOKSHELVES		
<i>contact person: Damaris Miranda</i>			
ROAD & BRIDGE PCT. 1	1996 FREIGHTLINER TRUCK (UNIT C-16)	1FUYPD9TH881147	25320
ROAD & BRIDGE PCT. 1	2015 FORD F-750 SUPER TRUCK (UNIT C-20)	3FRWF7FL2FV730272	35329
<i>contact person: Lori Fountain</i>			



ATTEST

DATE

[Signature]
11/12/25

Approved by Commissioners' Court:

[Signature]

**SURPLUS PROPERTY SALE
HORN AUCTION
December 6, 2025**

[illegible]

ATTEST *[Signature]*
DATE 11/12/25

Approved by Commissioners' Court:

10

Verenice Rosales, SPHR
Director of
Human Resources and Risk Management
Tel. (409) 839-2391
Fax. (409) 839-2399



Jefferson County Courthouse
1225 Pearl Street
Suite 201
Beaumont, TX 77701
Email: hrdept@jeffcotx.us

MEMORANDUM

To: Fran Lee, County Auditor
From: Verenice Rosales, Director of Human Resources *VR*
Date: October 30, 2025
Subject: Budget Transfer of Funds

Please transfer **\$13,637.00** from our Assistants & Clerks (1002) to Capital – Computer Software (6053). This transfer will allow the department to pay the upcoming NeoGov renewal.

Please call me if you have any questions.

**Invoice**

177

Carahsoft Technology Corp.
11493 Sunset Hills Road, Suite 100
Reston, Virginia 20190

Phone: (703) 871-8500
Fax: (703) 871-8505

To:
Jefferson County Auditors Office
ATTN: McKenna Bertrand
1149 Pearl St 7th floor
Beaumont, TX 77701

Date	Page
10/24/2025	1
Invoice Number	
60436608INV	

PO Number	Order Date	Customer No.	Salesperson	Quote No.	Ship VIA	Terms
TBD			Amanda Jack	60436608	ESD	PP
Quantity	Item Number	Start/End Date	Description		Unit Price	Extended Price
1.00	IN-L-1000-1249-1195	10/31/2025 10/30/2026	Insight Annual License 1000 - 1249 FTE		17,070.64	17,070.64
1.00	CTM-L-1000-1249-1195	10/31/2025 10/30/2026	Candidate Text Messaging Annual License 1000 - 1249 FTE		1,545.06	1,545.06
1.00	GJ-L-1000-1249-1195	10/31/2025 10/30/2026	GovernmentJobs.com Annual License 1000 - 1249 FTE		3,766.53	3,766.53
1.00	ON-L-1000-1249-1195	10/31/2025 10/30/2026	Onboard Annual License 1000 - 1249 FTE		14,936.91	14,936.91
			Total Amount Due:		37,319.14	

Remit to:
Carahsoft Technology Corporation
11493 Sunset Hills Road Ste 100
Reston, VA 20190
FEIN 52-2189693 DUNS 088365767
CA Sales Tax # SC OHB 100-529633
GST/HST# 848833299 RT0001
BC-PST# PST-1487-7716

Currency USD unless otherwise specified

Subtotal	37,319.14
Total Sales Tax	
Total Amount	37,319.14
Less Payment	
Amount Due	37,319.14

For questions on this invoice, please contact AR at 703-581-6566
or via email at AR@Carahsoft.com

1085 Pearl Street
Beaumont, Texas 77701

P.O. Box 1151
Beaumont, Texas 77704



Phone: 409-835-8475

Fax: 409-839-2379

E-mail address:

countyclerk@jeffersoncountytexas.gov

Roxanne Acosta-Hellberg

JEFFERSON COUNTY CLERK

Haylee Fournier-Williams
Operations Manager

Trudy Grinnell
CHIEF DEPUTY

Denise Taylor
Accounting Administrator

<https://jeffersoncountytexas.gov/cclerk/>

DATE: October 23, 2025
TO: FRAN LEE
FROM: ROXANNE ACOSTA-HELLBERG, COUNTY CLERK
RE: BUDGET LINE ITEM TRANSFER

Please transfer the amount of **\$3,461.25** for **purchase of compatible printer for Agreement 25-060-DC approved in Commissioners Court 10-21-2025 with Compu-Data International LLC. There is a +\$2,050 difference in contracts Vista and Compu-Data. and +\$7,255.50 difference in the ES&S Yearly service contract :**

- MISCELLANEOUS SERVICES / CONTRACTUAL SERVICE 120-1034-414.50-77 to
- MISCELLANEOUS SERVICES / MINOR EQUIPMENT 120-1034-414.30.84

Respectfully,

Roxanne Acosta-Hellberg, County Clerk
By: Haylee Fournier-Williams



COMPU-DATA
TSO- International, LLC

COMPU-DATA International, LLC
14610 Falling Creek Dr.
Houston, Texas 77068
Phone 281.292.1333
Fax 866.836.6069
Sales Contact: Carlos Gutierrez

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QUOTE: CDI-152128

Issued Date: 10-15-2025
Expiration Date : 10-12-2024

Company Name

Jefferson County

Contact Name

Roxanne Acosta-Hellberg
Jefferson County Clerk

Email all Purchase Orders to
orders@cdiac.com

Billing Address	Shipping Address
Roxanne Acosta-Hellberg Jefferson County 1149 Pearl St Beaumont, TX 77701	Roxanne Acosta-Hellberg Jefferson County 1149 Pearl St Beaumont, TX 77701

Item Part #	Description	Qty.	Price	Item Total	Final Total
8001703	Alaris S2085f Scanner- 85ppm (800-1703) S2085f Scanner - 85ppm Alaris Scanner 3 month warranty	1	\$2,813.25	\$2,813.25	\$2,813.25
8006397	Kodak Extended Warranty Care Kit, S2085, 1Yr, NBD, 1PM Kodak Extended Warranty Care Kit, S2085, 1Yr, NBD, 1PM	1	\$648.00	\$648.00	\$648.00
				Items Total	\$3,461.25
				Discount(0%)	0.00
				Adjustment	0.00
				GRAND TOTAL(\$)	\$3,461.25

Comments / Clarifications

Note: Express or Priority shipping will be added at time of invoicing.

Terms and Conditions:

**** COMPANY CONFIDENTIAL ****

Privileged/Confidential information is contained in this price quote. If you are not the addressee indicated in this quote (or responsible for delivery of the quote to the addressee), you may not copy or deliver this message to anyone not employed by your organization. In such case, you should destroy this message, and notify us immediately.

*This quote expires 30 days from "Issued Date" unless otherwise specified.

*Unless otherwise agreed in writing by the supplier all invoices are payable within thirty (30) days of the date of invoice

*Texas Sales tax and Shipping will be added at time of Invoicing

*Annual Software Assurance (ASA) provides all software updates and upgrades at no additional cost provided the annual contract is current. Primary technical support is provided by CDI. This shall include standard releases with improvements or modifications to the Software, which are not priced as new products or options ("Standard Release").

*Pricing is subject to purchase through TXDIR contract.



Dept. of Information Resources

Contract # DIR-CPO-5415

<http://www.cdla.com>

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



1085 Pearl St, Room 103
Beaumont, TX 77701

Jevonne Smith Pollard

Constable, Precinct One

Honorable Judge Branick

Members of Commissioners Court

County Auditor, Fran Lee

Dear Court Members,

As I am trying to navigate outfitting a new position, there are a few things that we didn't anticipate being as costly as they were. When the county purchased the radios, the Sheriff's office made the purchase because of the obvious buying power and the ability to get a better price. When we reached out for a rough estimate of each radio, we were unable to get a figure before budget.

Fast forward, we found out that the amount of just the radio exceed the entire onboarding monies assigned for the new position. Knowing that I was able to save nearly \$23,000 on vehicle purchases, I am asking that, \$6,500 in total, monies from the vehicle account be moved to cover the purchase of the portable radio, mic and holder.

I appreciate the courts consideration of this request.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Jevonne", written over a circular stamp or seal.

Jevonne Pollard



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

1085 Pearl St, Room 103
Beaumont, TX 77701

Jevonne Smith Pollard
Constable, Precinct One

Date: October 29, 2025
To: Fran/ Auditing
From: Constable Jevonne Pollard
Re: Transfer of Funds

Please transfer the funds to the account numbers listed below:

\$4,000.00 from 120-3065-425-60-07 Automobiles to 120-3065-425-60.18 Capital outlay/power tools appliance.

\$2,500.00 from 120-3065-425-30.84 minor equipment to 120-365-425-60.18 Capital outlay/power tools appliance

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

Sincerely,

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

Jevonne Pollard
Constable Pct. 1

RESOLUTION

BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2025 TAX ROLL THIS 21st DAY OF October, 2025.

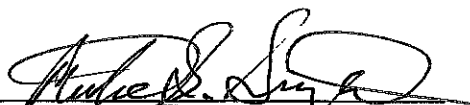

JEFF BRANICK
County Judge


BRANDON WILLIS
Commissioner, Precinct No.

1


CARY ERICKSON
Commissioner, Precinct No.

2

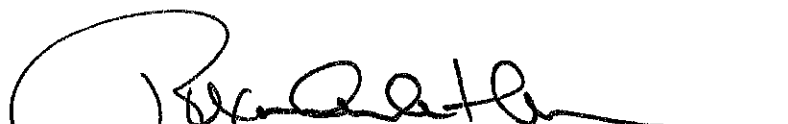

MICHAEL SINEGAL
Commissioner, Precinct No.

3


EVERETTE D. ALFRED
Commissioner, Precinct No.

4

Sworn to and subscribed before me, the undersigned authority, this 21 day of OCTOBER, 2025.


ROXANNE ACOSTA-HELLBERG, County Clerk



Tax Collection System - JEFFERSON COUNTY
 Certified Roll Jurisdiction Summary
 Processing For Tax Year: 2025 County Code: ALL Tax Unit: ALL Roll Codes: ALL

Jurisdiction:		1 JEFFERSON COUNTY									
Total Parcels:	155,924	Tax Rate:	0.3570000	Opt Hom:	0.2000000						
Market Value:	49,198,217,356	State Hom:	0	Opt O65:	40,000						
		State O65:	0	Opt Disabled:	0						
		Disabled:	40,000								
AG Exclusion Count:	3,941	AG Exclusion Amt:	532,030,515								
Timber Exclusion Count:	433	Timber Exclusion Amt:	31,153,134								
HS Capped Count:	21,580	HS Capped Amt:	628,123,494								
NHS Capped Count:	15,873	NHS Capped Amt:	429,475,213								
Assessed Value:	47,577,435,000										
Prorated-Exxy Cnt/Amt:	6,608	Low Income Housing Cnt/Amt:	3,177,678,896	14	29,099,500						
100% Exempt Vet Cnt/Amt:	1,127	Pollution Control Cnt/Amt:	255,081,965	161	926,586,415						
Immed Residential Homestead Cnt/Amt:	218	Pro Charitable Functions Cnt/Amt:	7,492,956	28	7,499,921						
Pro Youth Associations Cnt/Amt:	28	Surviving Spouse First Responder Cnt/Amt:	14,043,470	3	631,113						
Prorated-Excl Cnt/Amt:	4	Surviving Spouse Active Duty Cnt/Amt:	2,386,337	1	17,930						
Chdo Cnt/Amt:	27	Abatement Cnt/Amt:	2,566,226	18	5,505,709,259						
Pro Schools Cnt/Amt:	81	Hb366 Cnt/Amt:	44,950,447	782	974,639						
Pro Misc Exempts Cnt/Amt:	134	Medical Or Biomedical Property Cnt/Amt:	10,361,714	4	22,289,191						
Child Care Facility Cnt/Amt:	22	Solar Exemption Cnt/Amt:	6,887,856	11	556,035						
State Homestead Count:	0	State Homestead Amt:	0								
Local Homestead Count:	51,263	Local Homestead Amt:	1,949,660,441								
State Over 65 Count:	0	State Over 65 Amt:	0								
Local Over 65 Count:	21,683	Local Over 65 Amt:	827,830,103								
Surviving Spouse Count:	173	Surviving Spouse Amt:	6,653,580								
State Disabled Count:	0	State Disabled Amt:	0								
Local Disabled Count:	1,852	Local Disabled Amt:	70,901,891								
Total VET Count:	1,358	Total VET Amt:	14,124,907								
*VET Surviving Spouse Count:	49	*VET Surviving Spouse Amt:	504,362								
*included in the Total VET Count/Amt											
Partial Exempt Values:	2,869,170,922	Late AG Penalty Amt:	1,498.18								
Taxable Value:	34,693,450,208	Late Rendition Penalty Amt:	97,873.24								
Total Levy Amt:	120,526,208.17	Other Penalty Amt:	17.58								
Late AG Penalty Count:	24										
Late Rendition Penalty Count:	2,426										
Other Penalty Count:	1										
Frozen Account Count:	22,563										
Frozen Homestead Value:	4,064,387,146										
Frozen Taxable Value:	2,297,622,604										
Unfrozen Levy Amt:	8,202,512.70										
Frozen Levy Amt:	4,774,870.23										
Frozen Levy Loss Amt:	3,427,642.47										
Total Non-Exempt Parcel Count:	155,924										



KATE CARROLL
Jefferson County
Tax Assessor-Collector/Voter Registrar

Chief Deputy of Operations – Michelle Farnie

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

Chief Deputy of Finance – Cindy Savant, P.C.C.

October 8, 2025

Ms. Fran Lee
Jefferson County
1149 Pearl Street
Beaumont, TX 77701

Dear Ms. Lee:

Attached is the **2025 Certified Tax Roll Summary**. Pursuant to the Texas Property Tax Code, Section 26.09, this certified tax roll summary should be approved by your Board of Directors at your next board meeting. After the approval, please return the resolution for retention in the Tax Office.

If you should have any questions or require further information, please feel free to call.

Sincerely,

A handwritten signature in cursive script that reads "Kate Carroll".

Kate Carroll
Assessor-Collector of Taxes
Jefferson County, Texas

KC:hs

Attachment

cc: Rebekah Patin

Jefferson County

American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form**Project Owner**

Regina Rogers

Project Name / Description

Jefferson County reVision

Primary Project Contact/Requester & TitleBrit Featherston - Board President
Mary Young, Admin Support Specialist**Mailing Address**701 Calder Ave.
Beaumont, TX 77701**Request Breakdown**

Year:	2025	Advance Drawdown Approved Amount:	34768.28
Quarter:	4th 2025	Validated Total:	0
Total Award:	450000	Unvalidated Funds Remaining Total:	69250

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Actual
1 Program Office Space Rent Q4 Oct, Nov, Dec 2025	2100	
2 Employee and Employer Payroll Liability (2FT/3PT employees) Payroll 7 periods: 42,000 and Payroll Tax:10,500	52500	
3 Professional Youth Counseling Services Oct, Nov, Dec 2025	1000	
4 Accounting Services - Payroll Sept, Oct, Nov 2025	900	
5 Employee Health Insurance Expense Q4 Aug, Sept, Oct 2025 @ 1250/mo	3750	
6 Youth Support Purchases Q4 Operational Expenses - non-rent	8000	
7 Training and Development	1000	
Total Request:		Validated Total 0
Remaining Unvalidated Funds Adjustment from previous advance:	-34481.72	Unvalidated Amt 69250

Net Drawdown Amount:

34768.28

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

Mary Young
Requester Signature & Title - Admin. Support Specialist

10/28/2025

Date

PGM: GMCOMMV2	DATE	PAGE: 1
NAME	11-04-2025	
	AMOUNT	CHECK NO. 187 TOTAL
JURY FUND		
DAWN DONUTS	43.50	533812
CHAPMAN VENDING	769.99	533846
		813.49**
ROAD & BRIDGE PCT.#1		
BEAUMONT TRACTOR COMPANY	354.06	533684
M&D SUPPLY	346.02	533713
ACE IMAGEWEAR	100.83	533723
SMART'S TRUCK & TRAILER, INC.	125.30	533725
AT&T	48.94	533729
TRAILER HITCH DEPOT	775.00	533742
VERIZON WIRELESS	75.98	533747
ADVANCE AUTO PARTS	100.39	533802
DYNAMIC POWER SYSTEMS	113.79	533869
		2,040.31**
ROAD & BRIDGE PCT.#2		
ENTERGY	275.77	533703
RITTER @ HOME	115.78	533717
SETZER HARDWARE, INC.	76.22	533722
ACE IMAGEWEAR	19.92	533723
BUMPER TO BUMPER	316.91	533775
SCHAEFFER MFG CO	1,525.34	533805
MARTIN MARIETTA MATERIALS	8,996.68	533811
BLADES GROUP LLC	2,104.00	533845
DYNAMIC POWER SYSTEMS	26.50	533869
		13,457.12**
ROAD & BRIDGE PCT. # 3		
SPIDLE & SPIDLE	4,777.99	533679
BEAUMONT TRACTOR COMPANY	67.24	533684
CINTAS INC.	45.00	533686
CITY OF PORT ARTHUR - WATER DEPT.	66.76	533690
FARM & HOME SUPPLY	18.99	533696
PHILPOTT MOTORS, INC.	352.50	533714
ACE IMAGEWEAR	42.00	533723
AT&T	52.24	533729
VERIZON WIRELESS	37.99	533747
TEXAS GAS SERVICE	225.20	533761
PRO CHEM INC	289.00	533798
ALL TERRAIN EQUIPMENT CO	1,100.48	533824
MASSEY SERVICES INC	102.00	533870
		7,177.39**
ROAD & BRIDGE PCT.#4		
ABLE FASTENER, INC.	14.85	533677
BEAUMONT TRACTOR COMPANY	179,500.00	533684
CINTAS INC.	128.97	533686
CITY OF BEAUMONT - WATER DEPT.	35.18	533687
ENTERGY	1,201.18	533703
M&D SUPPLY	191.44	533713
SMART'S TRUCK & TRAILER, INC.	10.79	533725
EVERETT D ALFRED	109.20	533760
MARTIN PRODUCT SALES LLC	249.20	533778
ON TIME TIRE	385.00	533796
CINTAS CORPORATION	150.14	533815
O'REILLY AUTO PARTS	351.58	533831
GULF COAST	1,937.25	533836
TREDZ CENTRAL LLC	3,620.00	533883
		187,884.78**
ENGINEERING FUND		
ODP BUSINESS SOLUTIONS, LLC	533.47	533853
AMAZON CAPITAL SERVICES	31.35	533857
		564.82**
PARKS & RECREATION		
BELL FENCE MFG. CO.	418.00	533685
CITY OF PORT ARTHUR - WATER DEPT.	92.62	533688
ENTERGY	356.87	533703
M&D SUPPLY	123.22	533713

PGM: GMCOMMV2	DATE 11-04-2025	PAGE: 2
NAME	AMOUNT	CHECK NO. 188 TOTAL
VERIZON WIRELESS	37.99	533747
LOWE'S HOME CENTERS, INC.	193.66	533756
PRO CHEM INC	289.00	533798
GENERAL FUND		1,511.36**
TAX OFFICE		
ACE IMAGEWEAR	43.75	533723
UNITED STATES POSTAL SERVICE	590.12	533750
INSIGHT PUBLIC SECTOR INC	497.20	533807
KATHLEEN SPENCER	49.00	533809
VECTOR SECURITY	219.00	533821
ODP BUSINESS SOLUTIONS, LLC	833.76	533853
AMAZON CAPITAL SERVICES	99.96	533857
COUNTY HUMAN RESOURCES		2,332.79*
UNITED STATES POSTAL SERVICE	.74	533750
BAPTIST PHYSICIAN NETWORK	151.00	533751
AUDITOR'S OFFICE		151.74*
UNITED STATES POSTAL SERVICE	5.76	533750
ODP BUSINESS SOLUTIONS, LLC	313.53	533853
COUNTY CLERK		319.29*
COUNTY & DISTRICT CLERK ASSN. OF TX	10.00	533734
CDW COMPUTER CENTERS, INC.	102.25	533738
UNITED STATES POSTAL SERVICE	340.20	533750
ODP BUSINESS SOLUTIONS, LLC	220.90	533853
AMAZON CAPITAL SERVICES	347.64	533857
COUNTY JUDGE		1,020.99*
PHILLIP DOWDEN	500.00	533682
UNITED STATES POSTAL SERVICE	1.77	533750
ROCKY LAUDERMILK	500.00	533757
AMAZON CAPITAL SERVICES	16.22	533857
RISK MANAGEMENT		1,017.99*
UNITED STATES POSTAL SERVICE	12.93	533750
COUNTY TREASURER		12.93*
UNITED STATES POSTAL SERVICE	268.04	533750
PURCHASING DEPARTMENT		268.04*
UNITED STATES POSTAL SERVICE	26.58	533750
INSIGHT PUBLIC SECTOR INC	99.44	533807
CINTAS CORPORATION	83.11	533815
GENERAL SERVICES		209.13*
CASH ADVANCE ACCOUNT	25.00	533710
CROWN CASTLE INTERNATIONAL	2,059.98	533769
RAPE & SUICIDE CRISIS OF SET, INC.	20,000.00	533784
DATA PROCESSING		22,084.98*
DELL MARKETING L.P.	5,069.92	533692
CDW COMPUTER CENTERS, INC.	243,865.55	533738
VERIZON WIRELESS	175.98	533747
MICHAEL BAIN	422.10	533780
INSIGHT PUBLIC SECTOR INC	298.32	533807
TYLER TECHNOLOGIES INC	10,000.00	533837
ODP BUSINESS SOLUTIONS, LLC	237.02	533853
AMAZON CAPITAL SERVICES	278.49	533857
FS.COM INC	1,094.00	533872
VOTERS REGISTRATION DEPT		261,441.38*

PGM: GMCOMMV2	DATE 11-04-2025	PAGE: 3
NAME	AMOUNT	CHECK NO. 189 TOTAL
UNITED STATES POSTAL SERVICE	107.49	533750
ELECTIONS DEPARTMENT		107.49*
DELL MARKETING L.P.	449.42	533692
UNITED STATES POSTAL SERVICE	18.18	533750
A. RIFKIN COMPANY	1,040.70	533774
AMG PRINTING & MAILING LLC	127.75	533823
DISTRICT ATTORNEY		1,636.05*
CASH ADVANCE ACCOUNT	57.00	533710
JAMES ARCENEUX	89.64	533748
UNITED STATES POSTAL SERVICE	253.59	533750
MCM ELEGANTE HOTEL	127.05	533776
PRESTON KOBAY HOFFPAUIR	208.00	533790
FUNCTION 4 LLC	8,820.00	533818
DISTRICT CLERK		9,555.28*
KIRKSEY'S SPRINT PRINTING	167.85	533711
UNITED STATES POSTAL SERVICE	292.18	533750
FLOOR CARE & INTERIOR	16,713.19	533822
ODP BUSINESS SOLUTIONS, LLC	181.74	533853
CRIMINAL DISTRICT COURT		17,354.96*
KIMBERLY R. BROUSSARD	3,382.50	533782
WILLIAM MARCUS WILKERSON	800.00	533801
60TH DISTRICT COURT		4,182.50*
BLUE TRITON BRANDS INC	61.97	533878
252ND DISTRICT COURT		61.97*
UNITED STATES POSTAL SERVICE	64.38	533750
279TH DISTRICT COURT		64.38*
ALISA RAUMAKER, CSR	259.70	533680
NATHAN REYNOLDS, JR.	539.00	533716
GLEN M. CROCKER	412.50	533753
DONEANE E. BECKCOM	1,100.00	533755
LANGSTON ADAMS	1,100.00	533758
JOEL WEBB VAZQUEZ	660.00	533773
BRITTANIE HOLMES	220.00	533800
JENNIFER DELAGE	5,995.00	533816
JULLIANA REYES	660.00	533829
THE LAW OFFICE OF CHRISTY L CAUTHEN	8,950.82	533864
JULIANNA NICKS	2,541.00	533868
EVA COLETTE SHELANDER	1,100.00	533881
317TH DISTRICT COURT		23,538.02*
CATHERINE BRUNEY	700.00	533706
MARVA PROVO	700.00	533715
NATHAN REYNOLDS, JR.	425.00	533716
SOUTHEAST TEXAS WATER	16.95	533726
CHARLES ROJAS	650.00	533741
LANGSTON ADAMS	650.00	533758
JOEL WEBB VAZQUEZ	1,375.00	533773
RONALD PLESSALA	1,050.00	533781
MATUSKA LAW FIRM	325.00	533806
JUSTICE COURT-PCT 1 PL 1		5,891.95*
TEXAS STATE UNIVERSITY SAN MARS	450.00	533727
UNITED STATES POSTAL SERVICE	133.78	533750
THOMSON REUTERS-WEST	137.38	533803
JUSTICE COURT-PCT 1 PL 2		721.16*

PGM: GMCOMMV2	DATE 11-04-2025	PAGE: 4
NAME	AMOUNT	CHECK NO. 190 TOTAL
UNITED STATES POSTAL SERVICE	31.82	533750
TEXAS ASSOCIATION OF COUNTIES	45.00	533827
		76.82*
JUSTICE COURT-PCT 2		
THOMSON REUTERS-WEST	137.38	533803
JUSTICE COURT-PCT 6		
		137.38*
UNITED STATES POSTAL SERVICE	44.17	533750
JUSTICE COURT-PCT 7		
		44.17*
TEXAS STATE UNIVERSITY SAN MARS	200.00	533728
AT&T	49.55	533729
ODP BUSINESS SOLUTIONS, LLC	219.82	533853
		469.37*
COUNTY COURT AT LAW NO.1		
UNITED STATES POSTAL SERVICE	39.96	533750
COUNTY COURT AT LAW NO. 2		
		39.96*
A. MARK FAGGARD	425.00	533695
NATHAN REYNOLDS, JR.	700.00	533716
UNITED STATES POSTAL SERVICE	18.50	533750
JOEL WEBB VAZQUEZ	1,550.00	533773
BENJAMIN ALAN JEFFERIES	350.00	533862
THE LAW OFFICE OF CHRISTY L CAUTHEN	425.00	533864
		3,468.50*
COUNTY COURT AT LAW NO. 3		
TODD W LEBLANC	400.00	533678
UNITED STATES POSTAL SERVICE	8.14	533750
LANGSTON ADAMS	400.00	533758
JOEL WEBB VAZQUEZ	425.00	533773
		1,233.14*
COURT MASTER		
UNITED STATES POSTAL SERVICE	1.48	533750
KENT W JOHNS	500.00	533789
		501.48*
COMMUNITY SUPERVISION		
CHARTER COMMUNICATIONS	85.43	533851
		85.43*
SHERIFF'S DEPARTMENT		
FED EX	135.45	533699
CASH ADVANCE ACCOUNT	414.00	533710
OCARC INC	1,200.00	533735
UNITED STATES POSTAL SERVICE	4,264.57	533750
RITA HURT	275.00	533795
INSIGHT PUBLIC SECTOR INC	99.44	533807
GALLS LLC	349.95	533810
3L PRINTING COMPANY	40.00	533813
FOREMOST PROMOTIONS	723.00	533814
CHARTER COMMUNICATIONS	130.68	533849
		7,632.09*
CRIME LABORATORY		
FED EX	108.95	533700
CASH ADVANCE ACCOUNT	1,990.19	533710
VERIZON WIRELESS	37.99	533744
AIRGAS USA, LLC	353.91	533832
CAMEO TRAVEL SERVICE	715.94	533854
BAK GLOBAL LLC	100.00	533859
FULL SPECTRUM GROUP LLC	33,032.88	533867
		36,339.86*
JAIL - NO. 2		
BOB BARKER CO., INC.	1,085.06	533683
ECOLAB	778.70	533693

PGM: GMCOMMV2	DATE	PAGE: 5
NAME	11-04-2025	
	AMOUNT	CHECK NO. 191 TOTAL
M&D SUPPLY	88.05	533713
SCOOTER'S LAWNMOWERS	60.72	533721
ULINE SHIPPING SUPPLY SPECIALI	2,974.97	533732
SOUTHERN TIRE MART, LLC	78.45	533736
LOWE'S HOME CENTERS, INC.	293.96	533756
CHARMTX INC.	4,045.50	533767
INDUSTRIAL & COMMERCIAL MECHANICAL	3,020.00	533797
GALLS LLC	6,350.05	533810
PEPPERBALL	2,534.00	533817
FERGUSON ENTERPRISES INC	780.94	533819
CORRHEALTH PLLC	242,153.65	533828
TRINITY SERVICES GROUP INC	53,016.08	533835
UNITED REFRIGERATION INC	211.56	533840
AMAZON CAPITAL SERVICES	66.99	533857
PTS OF AMERICA LLC	9,140.00	533877
TURN KEY HEALTH CLINICS LLC	752,139.81	533880
JUVENILE PROBATION DEPT.		1,078,818.49*
FED EX	17.74	533698
KIRKSEY'S SPRINT PRINTING	24.95	533711
VERIZON WIRELESS	54.39	533747
UNITED STATES POSTAL SERVICE	20.56	533750
AMARI COLA	46.83	533882
JUVENILE DETENTION HOME		164.47*
CHARMTX INC.	165.80	533767
BEN E KEITH COMPANY	5,871.58	533771
A1 FILTER SERVICE COMPANY	299.00	533794
CONSTABLE PCT 1		6,336.38*
TEXAS STATE UNIVERSITY SAN MARS	3,150.00	533727
VERIZON WIRELESS	265.16	533747
UNITED STATES POSTAL SERVICE	54.37	533750
AXON ENTERPRISE INC	1,679.75	533820
AMAZON CAPITAL SERVICES	610.67	533857
CONSTABLE-PCT 2		5,759.95*
VERIZON WIRELESS	113.97	533747
CONSTABLE-PCT 4		113.97*
TEXAS STATE UNIVERSITY SAN MARS	1,800.00	533727
VERIZON WIRELESS	113.97	533747
CONSTABLE-PCT 6		1,913.97*
VERIZON WIRELESS	113.97	533747
UNITED STATES POSTAL SERVICE	27.28	533750
INSIGHT PUBLIC SECTOR INC	99.44	533807
INFOUSA MARKETING INC	575.00	533841
CONSTABLE PCT. 7		815.69*
TEXAS STATE UNIVERSITY SAN MARS	1,800.00	533727
VERIZON WIRELESS	113.97	533747
CONSTABLE PCT. 8		1,913.97*
TEXAS STATE UNIVERSITY SAN MARS	150.00	533727
VERIZON WIRELESS	113.97	533747
AGRICULTURE EXTENSION SVC		263.97*
UNITED STATES POSTAL SERVICE	2.22	533750
AMAZON CAPITAL SERVICES	9.99	533857
REBECCA CARPENTER	45.64	533861
MOBILE UNIT		57.85*

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NAME	11-04-2025	
	AMOUNT	CHECK NO. 192 TOTAL
VERIZON WIRELESS	75.21	533747
DUVALL'S RV LLC	199.00	533826
KAYLEE BENNETT	10.00	533838
HEALTH AND WELFARE NO. 1		284.21*
ENTERGY	210.00	533704
TEXAS MEDICAL ASSOCIATION, INC.	823.00	533731
UNITED STATES POSTAL SERVICE	89.61	533750
PROCTOR'S MORTUARY INC	900.00	533787
BLUE TRITON BRANDS INC	145.59	533879
HEALTH AND WELFARE NO. 2		2,168.20*
CITY OF PORT ARTHUR - WATER DEPT.	40.00	533689
ENTERGY	140.00	533705
AT&T	49.55	533729
KAYLEE BENNETT	133.70	533838
CHARTER COMMUNICATIONS	208.53	533850
NURSE PRACTITIONER		571.78*
MCKESSON MEDICAL-SURGICAL INC	3,264.59	533740
ODP BUSINESS SOLUTIONS, LLC	302.67	533853
INDIGENT MEDICAL SERVICES		3,567.26*
CARDINAL HEALTH 110 INC	17,292.87	533804
CORLISS R RANDLE	600.00	533834
OUTCOMES OPERATING INC	154.44	533865
CLIFTON R LEWIS	4,200.00	533873
MAINTENANCE-BEAUMONT		22,247.31*
CITY OF BEAUMONT - WATER DEPT.	13,719.41	533687
W.W. GRAINGER, INC.	72.75	533701
ENTERGY	41,476.32	533703
SANITARY SUPPLY, INC.	4,717.69	533720
ACE IMAGEWEAR	250.14	533723
SERVICE GRAPHICS	245.00	533737
TEXAS FIRE & COMMUNICATIONS	105.00	533743
OTIS ELEVATOR COMPANY	1,922.90	533768
SHERWIN-WILLIAMS	184.90	533785
CINTAS CORPORATION	184.71	533815
RALPH'S INDUSTRIAL ELECTRONICS SUPP	1,257.00	533855
MAINTENANCE-PORT ARTHUR		64,135.82*
CONSOLIDATED ELECTRICAL DIST. INC.	127.80	533691
INTERSTATE BATTERIES OF BEAUMONT/PA	160.95	533707
ROMERO GLASS CO.	29.54	533718
SCOOTER'S LAWNMOWERS	8.61	533721
SHERWIN-WILLIAMS CO.	1,516.46	533724
AT&T	600.32	533729
SOLAR	51.07	533752
LOWE'S HOME CENTERS, INC.	67.87	533756
COWBOY POWERSPORTS	717.69	533777
PARKER'S BUILDING SUPPLY	353.57	533856
AMAZON CAPITAL SERVICES	331.54	533857
MAINTENANCE-MID COUNTY		3,965.42*
ENTERGY	481.72	533703
SERVICE CENTER		481.72*
SPIDLE & SPIDLE	8,206.52	533679
J.K. CHEVROLET CO.	266.11	533708
M&D SUPPLY	165.85	533713
PHILPOTT MOTORS, INC.	1,125.12	533714
BUMPER TO BUMPER	341.39	533775
MIGHTY OF SOUTHEAST TEXAS	556.86	533791
ADVANCE AUTO PARTS	1,594.35	533802

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NAME	AMOUNT	CHECK NO. 193 TOTAL
CINTAS CORPORATION	64.09	533815
THE GOODYEAR TIRE & RUBBER COMPANY	5,520.00	533830
ODP BUSINESS SOLUTIONS, LLC	200.74	533853
		18,041.03*
		1,613,622.68**
MOSQUITO CONTROL FUND		
JACK BROOKS REGIONAL AIRPORT	710.32	533709
RITTER @ HOME	156.99	533717
ACE IMAGEWEAR	195.57	533723
SOUTHERN TIRE MART, LLC	952.10	533736
KATHERINE RUTH-PRITCHARD	50.00	533847
CHARTER COMMUNICATIONS	92.19	533848
ODP BUSINESS SOLUTIONS, LLC	395.84	533853
HARVEY AND RIHN AVIATION	2,563.50	533884
		5,116.51**
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	2,128.10	533803
		2,128.10**
ENVIRONMENTAL GRANTS/H2O		
CASH ADVANCE ACCOUNT	2,124.96	533710
		2,124.96**
JUVENILE PROB & DET. FUND		
KOMMERICAL KITCHENS	1,470.00	533712
VERIZON WIRELESS	71.45	533747
		1,541.45**
GRANT A STATE AID		
TCSI, LLC	8.48	533839
		8.48**
COMMUNITY SUPERVISION FND		
UNITED STATES POSTAL SERVICE	70.45	533750
JCCSC	225.00	533788
SAM'S CLUB DIRECT	156.88	533799
ODP BUSINESS SOLUTIONS, LLC	2,501.08	533853
BAK GLOBAL LLC	200.00	533859
		3,153.41**
J.P. COURTROOM TECH. FUND		
VERIZON WIRELESS	151.96	533747
		151.96**
HOTEL OCCUPANCY TAX FUND		
CITY OF BEAUMONT	4,000.00	533681
MUSEUM OF THE GULF COAST	10,566.00	533739
UNITED STATES POSTAL SERVICE	6.66	533750
ART MUSEUM OF SOUTHEAST TEXAS	7,500.00	533754
PORT NECHES CHAMBER OF COMMERCE	15,000.00	533759
FIRE MUSEUM OF TEXAS	2,922.61	533762
BEAUMONT HERITAGE SOCIETY	3,900.00	533763
BEAUMONT CONVENTION & VISITOR BUREAU	10,522.50	533764
BEAUMONT CONVENTION & VISITOR BUREAU	13,210.00	533765
DOGGETT FORD PARK	23,000.00	533766
YOUNG MEN'S BUSINESS LEAGUE	5,000.00	533770
LAMAR STATE COLLEGE/PORT ARTHUR	1,000.00	533772
EDISON PLAZA MUSEUM	1,738.00	533786
PORT ARTHUR CONVENTION & TOURIST	84,601.00	533792
PORT ARTHUR CONVENTION & TOURIST	25,597.00	533793
FERGUSON ENTERPRISES INC	121.78	533819
DOWNTOWN BEAUMONT CULTURAL ARTS	1,000.00	533843
PREFERRED FACILITIES GROUP-USA, LLC	50,085.97	533844
ODP BUSINESS SOLUTIONS, LLC	262.72	533853
NECHES RIVER FESTIVAL INC	1,680.00	533858
CHRIST IN YOU - CMC	4,260.00	533871
THE PROFESSIONAL FOOTBALL CAPITOL	2,000.00	533874
SOFTBALL PLAYERS ASSOCIATION	500.00	533876
I AM WOMAN EXPERIENCE	2,650.00	533885
MEXICAN HERITAGE SOCIETY OF PORT	2,000.00	533886
LAMAR RESEARCH FOUNDATION	4,000.00	533887

PGM: GMCOMMV2	DATE 11-04-2025	PAGE: 8
NAME	AMOUNT	CHECK NO. 194 TOTAL
AIMED DANCE	1,550.00	533888
AIMED DANCE	5,100.00	533889
		283,248.80**
GLO DISASTER GRANT HOME		
GRIFFITH MOSELEY JOHNSON & ASSOCIAT	13,026.30	533808
AIRPORT FUND		13,026.30**
SPIDLE & SPIDLE	1,213.77	533679
EASTEX RUBBER & GASKET	359.10	533694
FED EX	80.89	533697
W.W. GRAINGER, INC.	702.00	533701
SABINE NECHES' CHIEFS ASSOCIATION	300.00	533719
WORTH HYDROCHEM OF THE GULF COAST	180.00	533733
VERIZON WIRELESS	37.99	533747
LOWE'S HOME CENTERS, INC.	91.33	533756
MID COUNTY PLUMBING	1,100.00	533779
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	413.38	533783
A1 FILTER SERVICE COMPANY	624.75	533794
TITAN AVIATION FUELS	86,159.84	533833
JM TEST SYSTEMS INC	205.00	533842
ODP BUSINESS SOLUTIONS, LLC	139.69	533853
AMAZON CAPITAL SERVICES	49.59	533857
		91,657.33**
SE TX EMP. BENEFIT POOL		
SECURIAN LIFE INSURANCE COMPANY	8,033.21	533866
LANTERN SPECIALTY CARE	729.00	533875
		8,762.21**
SETEC FUND		
SOUTHEAST TEXAS PLUMBING INC	1,680.00	533825
		1,680.00**
JUSTICE COURT SUPPORT FND		
VERIZON WIRELESS	37.99	533747
		37.99**
LANGUAGE ACCESS FUND		
RUBEN ZAPATA	1,000.00	533860
		1,000.00**
J C ASSISTANCE DISTRICT 4		
ENTERGY	11.19	533703
		11.19**
CNTY & DIST COURT TECH FD		
VERIZON WIRELESS	113.97	533747
		113.97**
MARINE DIVISION		
JACK BROOKS REGIONAL AIRPORT	95.76	533709
VERIZON WIRELESS	151.96	533746
		247.72**
SHERIFF - COMMISSARY		
TEXAS CORRECTIONAL INDUSTRIES	38,054.00	533730
		38,054.00**
SHERIFF-SPINDLETOP GRANT		
VERIZON WIRELESS	114.39	533745
		114.39**
		2,279,250.72***

PGM: GMCOMMV2	DATE 11-11-2025	PAGE: 1
NAME	AMOUNT	CHECK NO. 195 TOTAL
JURY FUND		
DAWN DONUTS	43.50	534035
ROAD & BRIDGE PCT.#1		43.50**
CASH ADVANCE ACCOUNT	1,259.63	533945
ACE IMAGEWEAR	12.65	533959
PUMPTEX, INC.	1,119.38	533991
ADVANCE AUTO PARTS	627.84	534023
HARRIS COUNTY TOLL ROAD AUTHORITY	19.00	534048
ODP BUSINESS SOLUTIONS, LLC	274.90	534077
AMAZON CAPITAL SERVICES	89.80	534080
DOGGETT FORD	50,714.92	534102
ORANGE STATIONER	700.00	534110
ROAD & BRIDGE PCT.#2		54,818.12**
CITY OF NEDERLAND	131.68	533924
EASTEX RUBBER & GASKET	42.25	533928
CARY ERICKSON	412.20	533932
ENTERGY	24.97	533938
RITTER @ HOME	22.60	533957
ACE IMAGEWEAR	19.92	533959
W. JEFFERSON COUNTY M.W.D.	167.89	533970
MIKE TRAHAN	1,081.79	534034
ROAD & BRIDGE PCT. # 3		1,903.30**
ADAMS BACKHOE SERVICE	790.00	533910
BEAUMONT TRACTOR COMPANY	453.80	533916
ENTERGY	451.57	533938
INTERSTATE BATTERIES OF BEAUMONT/PA	62.95	533942
ACE IMAGEWEAR	42.00	533959
W. JEFFERSON COUNTY M.W.D.	29.93	533970
SOUTHERN TIRE MART, LLC	2,787.43	533973
LOWE'S HOME CENTERS, INC.	283.45	533994
WINDSTREAM	49.10	534005
PRO CHEM INC	208.91	534019
ROAD & BRIDGE PCT.#4		5,159.14**
BEAUMONT TRACTOR COMPANY	137.04	533916
CINTAS, INC.	128.97	533919
SMART'S TRUCK & TRAILER, INC.	168.14	533960
TRAILER HITCH DEPOT	50.00	533979
UNITED STATES POSTAL SERVICE	1.90	533987
MODICA BROS. TIRES & WHEELS	497.96	533989
ASCO	148.06	534025
SHOPPA'S FARM SUPPLY	493.02	534030
GULF COAST	419.85	534057
AMAZON CAPITAL SERVICES	41.96	534080
ENGINEERING FUND		2,086.90**
CDW COMPUTER CENTERS, INC.	63.65	533976
VERIZON WIRELESS	117.97	533982
FUNCTION 4 LLC	65.42	534043
ODP BUSINESS SOLUTIONS, LLC	117.78	534077
PARKS & RECREATION		364.82**
ADAMS BACKHOE SERVICE	625.00	533910
CITY OF PORT ARTHUR - WATER DEPT.	72.54	533923
ENTERGY	11.30	533938
W. JEFFERSON COUNTY M.W.D.	59.86	533970
LOWE'S HOME CENTERS, INC.	326.92	533994
PRO CHEM INC	289.00	534019
BTCI RENTCO LLC	210.90	534113
GENERAL FUND		1,595.52**

PGM: GMCOMMV2	DATE 11-11-2025	PAGE: 2
NAME	AMOUNT	CHECK NO. 196 TOTAL
GERMER PLLC	10.00	533977 10.00*
TAX OFFICE		
AT&T	99.04	533965
UNITED STATES POSTAL SERVICE	427.44	533987
UNITED STATES POSTAL SERVICE	3.25	533988
SHI GOVERNMENT SOLUTIONS, INC.	2,136.39	533990
RT LAWRENCE CORPORATION	67,772.00	534020
ODP BUSINESS SOLUTIONS, LLC	578.27	534077 71,016.39*
COUNTY HUMAN RESOURCES		
UNITED STATES POSTAL SERVICE	.74	533987 .74*
AUDITOR'S OFFICE		
SOUTHEAST TEXAS WATER	39.95	533962
UNITED STATES POSTAL SERVICE	8.22	533987
ODP BUSINESS SOLUTIONS, LLC	301.59	534077 349.76*
COUNTY CLERK		
UNITED STATES POSTAL SERVICE	276.25	533987
UNITED STATES POSTAL SERVICE	3.70	533988
FUNCTION4	695.72	534072
ODP BUSINESS SOLUTIONS, LLC	320.28	534077 1,295.95*
COUNTY JUDGE		
CAYLA CALAMIA	1,200.00	533918
BEAUMONT ENTERPRISE	89.00	533930
CATHERINE BRUNEY	500.00	533941
UNITED STATES POSTAL SERVICE	1.48	533987
WALDEN LAW PLLC	500.00	534099 2,290.48*
RISK MANAGEMENT		
UNITED STATES POSTAL SERVICE	5.76	533987 5.76*
COUNTY TREASURER		
UNITED STATES POSTAL SERVICE	212.74	533987 212.74*
PRINTING DEPARTMENT		
FUNCTION 4 LLC	975.16	534043 975.16*
PURCHASING DEPARTMENT		
BEAUMONT ENTERPRISE	319.88	533931
THE EXAMINER	320.00	533933
REGION V EDUCATION SERVICE CENTER	300.00	533956
UNITED STATES POSTAL SERVICE	10.65	533987 950.53*
GENERAL SERVICES		
JEFFERSON CTY. SHERIFF'S DEPARTMENT	145.20	533944
CASH ADVANCE ACCOUNT	85.00	533945
VERIZON WIRELESS	417.89	533984
IEA - INSPIRE, ENCOURAGE, ACHIEVE	250,000.00	533985
LJA ENGINEERING INC	1,077.16	534017
FIBERLIGHT LLC	2,009.00	534064
JEFFERSON COUNTY LONG TERM RECOVERY	208,500.00	534071
TREVIPAY	58.70	534106 462,292.95*
DATA PROCESSING		
CONSOLIDATED ELECTRICAL DIST INC.	221.34	533926
CDW COMPUTER CENTERS, INC.	164,285.71	533976
RUTTY & MORRIS LLC	14,470.00	534008
FACILITY GATEWAY CORPORATION	1,434.75	534081
FORTRA LLC	5,012.00	534089 185,423.80*
VOTERS REGISTRATION DEPT		

PGM: GMCOMMV2	DATE 11-11-2025	PAGE: 3
NAME	AMOUNT	CHECK NO. 197 TOTAL
UNITED STATES POSTAL SERVICE ELECTIONS DEPARTMENT	289.12	533987 289.12*
UNITED STATES POSTAL SERVICE PENSKE TRUCK LEASING CO LP	8.88 1,048.41	533987 533995
AMG PRINTING & MAILING LLC	74.06	534045
COTTON CARGO	430.00	534055
ODP BUSINESS SOLUTIONS, LLC	144.03	534077
JOHN ADAMS JR	231.00	534093
PAMELA VICKERS	199.50	534094
DANNY MILLER	270.90	534095
RODNEY PACETTI	287.00	534103
COMPU DATA INTERNATIONAL LLC	15,800.00	534112 18,493.78*
DISTRICT ATTORNEY		
CDW COMPUTER CENTERS, INC.	1,548.12	533976
UNITED STATES POSTAL SERVICE	87.72	533987
THOMSON REUTERS-WEST	3,392.94	534026
ODP BUSINESS SOLUTIONS, LLC	1,539.98	534077 6,568.76*
DISTRICT CLERK		
UNITED STATES POSTAL SERVICE	310.25	533987
TEXAS ASSOCIATION OF COUNTIES	500.00	534047
ODP BUSINESS SOLUTIONS, LLC	61.56	534077
PRECISION MICROPRODUCTS OF AMERICA	500.00	534078
AERIALINK	73.66	534097 1,445.47*
CRIMINAL DISTRICT COURT		
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,662.50	533915
MARSHA NORMAND	545.00	533951
WENDELL RADFORD	3,775.00	533955
UNITED STATES POSTAL SERVICE	.74	533987
TURK LAW FIRM	600.76	534021 7,584.00*
252ND DISTRICT COURT		
JOEL WEBB VAZQUEZ	700.00	533999
AMAZON CAPITAL SERVICES	29.90	534080 729.90*
279TH DISTRICT COURT		
ANITA F. PROVO	1,980.00	533954
PATRICIA VELASCO	614.49	534036
JENNIFER DELAGE	990.00	534041
JULLIANA REYES	462.00	534051
THE PARDUE LAW FIRM, PLLC	1,837.00	534062
THE LAW OFFICE OF CHRISTY L CAUTHEN	847.00	534092 6,730.49*
317TH DISTRICT COURT		
ANITA F. PROVO	325.00	533954
TONYA CONNELL TOUPS	1,050.00	534009 1,375.00*
JUSTICE COURT-PCT 1 PL 1		
UNITED STATES POSTAL SERVICE	54.86	533987 54.86*
JUSTICE COURT-PCT 1 PL 2		
CDW COMPUTER CENTERS, INC.	349.97	533976
UNITED STATES POSTAL SERVICE	5.92	533987 355.89*
JUSTICE COURT-PCT 2		
UNITED STATES POSTAL SERVICE	163.54	533988 163.54*
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	29.02	533987 29.02*
JUSTICE OF PEACE PCT. 8		

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NAME	AMOUNT	CHECK NO. 198 TOTAL
UNITED STATES POSTAL SERVICE	176.41	533988
COUNTY COURT AT LAW NO.1		176.41*
UNITED STATES POSTAL SERVICE	9.62	533987
COUNTY COURT AT LAW NO. 2		9.62*
TODD W LEBLANC	425.00	533911
JACK LAWRENCE	425.00	533914
JOHN EUGENE MACEY	1,587.50	533948
MARVA PROVO	350.00	533953
CHARLES ROJAS	250.00	533978
UNITED STATES POSTAL SERVICE	18.50	533987
MATUSKA LAW FIRM	50.00	534029
LAW OFFICE OF GILES R COLE & ASSOC	850.00	534068
COUNTY COURT AT LAW NO. 3		3,956.00*
UNITED STATES POSTAL SERVICE	5.92	533987
BLUE TRITON BRANDS INC	53.47	534105
COURT MASTER		59.39*
LAWRENCE E THORNE III	5,138.31	534011
RICHARD D HUGHES ATTORNEY AT LAW	1,850.00	534066
SHERIFF'S DEPARTMENT		6,988.31*
CITY OF NEDERLAND	37.19	533924
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	533929
FED EX	54.52	533935
CASH ADVANCE ACCOUNT	805.00	533945
LYNN PEAVEY CO., INC.	184.97	533946
AT&T	152.65	533965
UNITED STATES POSTAL SERVICE	1,421.13	533987
FIVE STAR FEED	145.75	533996
SIRCHIE FINGER PRINT LABORATORIES	67.53	534013
RITA HURT	825.00	534016
3L PRINTING COMPANY	40.00	534037
COTTON CARGO	386.00	534055
BEAUMONT OCCUPATIONAL SERVICES	151.80	534083
CRIME LABORATORY		4,342.54*
CASH ADVANCE ACCOUNT	1,185.68	533945
STEVE MAYES	403.01	534031
JAIL - NO. 2		1,588.69*
MARK'S PLUMBING PARTS	2,967.98	533909
J.S. EDWARDS & SHERLOCK INS. AGENCY	213.00	533929
W.W. GRAINGER, INC.	500.49	533937
ENERGY	38,467.36	533938
M&D SUPPLY	266.16	533947
ULINE SHIPPING SUPPLY SPECIALI	1,444.13	533968
WARREN EQUIPMENT CO.	240.78	533969
BELT SOURCE	33.01	534004
CONSTELLATION NEWENERGY - GAS DIVIS	1,318.24	534024
NORTH TEXAS TOLLWAY AUTHORITY	36.50	534046
IMAGE 360 BEAUMONT	54.82	534050
TRINITY SERVICES GROUP INC	52,104.16	534056
PTS OF AMERICA LLC	4,108.00	534101
JUVENILE PROBATION DEPT.		101,754.63*
FED EX	63.00	533934
UNITED STATES POSTAL SERVICE	8.14	533987
SUMMER KENNERSON	231.00	534042
BRENDA WOOD	168.00	534065
LAQUITA TORRES	98.00	534087
SHAQUITTA MITCHELL	25.90	534090
NAKIA FOBBS	303.80	534096

PGM: GMCOMMV2	DATE	PAGE: 5
NAME	11-11-2025	
	AMOUNT	CHECK NO. 199 TOTAL
HERA GOFFNEY	25.90	534107
JUVENILE DETENTION HOME		923.74*
ENTERGY	6,060.29	533938
SANITARY SUPPLY, INC.	1,094.42	533958
BEN E KEITH COMPANY	331.12	533998
INDUSTRIAL & COMMERCIAL MECHANICAL	668.00	534018
BAK GLOBAL LLC	100.00	534082
CONSTABLE PCT 1		8,253.83*
UNITED STATES POSTAL SERVICE	52.65	533987
RMA TOLL PROCESSING	20.91	534052
ODP BUSINESS SOLUTIONS, LLC	630.77	534077
CONSTABLE-PCT 6		704.33*
TEXAS STATE UNIVERSITY SAN MARS	1,350.00	533964
UNITED STATES POSTAL SERVICE	1.77	533987
CONSTABLE PCT. 8		1,351.77*
TEXAS STATE UNIVERSITY SAN MARS	450.00	533963
SILSBEE FORD INC	4,276.49	534028
ODP BUSINESS SOLUTIONS, LLC	149.45	534077
COUNTY MORGUE		4,875.94*
PROCTOR'S MORTUARY INC	9,600.00	534010
AGRICULTURE EXTENSION SVC		9,600.00*
DAVID OATES	133.70	534038
CORENA N FITZGERALD	113.75	534053
HEALTH AND WELFARE NO. 1		247.45*
UNITED STATES POSTAL SERVICE	40.99	533987
EZEAL D EDE MD	3,297.95	534063
HEALTH AND WELFARE NO. 2		3,338.94*
GABRIEL FUNERAL HOME, INC.	900.00	533936
ENTERGY	70.00	533939
VICKIE MCINTYRE	200.00	533972
UNITED STATES POSTAL SERVICE	230.38	533988
ROSA GUIDRY	42.00	534012
TOCCARA JOHNSON	200.00	534049
EZEAL D EDE MD	3,297.95	534063
CHARTER COMMUNICATIONS	208.53	534074
BLUE TRITON BRANDS INC	28.49	534104
ENVIRONMENTAL CONTROL		5,177.35*
AT&T	49.67	533965
INDIGENT MEDICAL SERVICES		49.67*
CARDINAL HEALTH 110 INC	1,461.38	534027
MAINTENANCE-BEAUMONT		1,461.38*
CITY OF BEAUMONT - WATER DEPT.	161.62	533920
COBURN SUPPLY COMPANY INC	57.00	533925
W.W. GRAINGER, INC.	96.99	533937
M&D SUPPLY	154.89	533947
ACE IMAGEWEAR	279.43	533959
S.E. TEXAS BUILDING SERVICE	24,342.17	533961
TEXAS DEPT OF LICENSING &	200.00	533967
ULINE SHIPPING SUPPLY SPECIALI	659.98	533968
WORTH HYDROCHEM OF THE GULF COAST	290.00	533971
CENTERPOINT ENERGY RESOURCES CORP	1,067.29	534002

PGM: GMCOMMV2	DATE 11-11-2025	PAGE: 6
NAME	AMOUNT	CHECK NO. ²⁰⁰ TOTAL
ODP BUSINESS SOLUTIONS, LLC	51.95	534077
MAINTENANCE-PORT ARTHUR		27,361.32*
CITY OF PORT ARTHUR - WATER DEPT.	1,086.08	533922
NOACK LOCKSMITH	96.00	533950
SANITARY SUPPLY, INC.	1,189.64	533958
BAKER DISTRIBUTING COMPANY	267.44	533997
FRED MILLER'S OUTDOOR EQUIPMENT LLC	4.90	534033
COTTON CARGO	438.50	534055
PARKER'S BUILDING SUPPLY	441.11	534079
AMAZON CAPITAL SERVICES	219.98	534080
AAA AWNING CO INC	1,700.00	534109
MUCAS TIRE AND SERVICE #4	560.44	534111
MAINTENANCE-MID COUNTY		6,004.09*
CITY OF NEDERLAND	276.42	533924
RITTER @ HOME	32.34	533957
ACE IMAGEWEAR	41.21	533959
W. JEFFERSON COUNTY M.W.D.	51.53	533970
SERVICE CENTER		401.50*
ACTION AUTO GLASS	420.17	533912
SPIDLE & SPIDLE	7,444.80	533913
CINTAS, INC.	302.91	533919
HI-LINE	919.80	533940
J.K. CHEVROLET CO.	282.35	533943
THE MUFFLER SHOP	100.00	533949
PHILPOTT MOTORS, INC.	645.90	533952
TATE & CO. INC.	4,192.27	533966
VIN'S PAINT & BODY, INC.	2,906.20	533974
FASTENAL	93.19	533975
JEFFERSON CTY. TAX OFFICE	7.50	533980
JEFFERSON CTY. TAX OFFICE	16.75	533981
UNITED STATES POSTAL SERVICE	11.21	533987
BUMPER TO BUMPER	951.03	534001
MIGHTY OF SOUTHEAST TEXAS	350.33	534014
ACTION OVERHEAD DOOR LLC	169.50	534022
ADVANCE AUTO PARTS	1,618.25	534023
DENNIS LOWE	89.04	534040
TOWN AND COUNTRY FORD	1,614.93	534091
VETERANS SERVICE		22,136.13*
UNITED STATES POSTAL SERVICE	9.10	533988
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	534032
MOSQUITO CONTROL FUND		80.10*
		979,487.22**
SANITARY SUPPLY, INC.	108.27	533958
ACE IMAGEWEAR	83.74	533959
AT&T	46.21	533965
FASTENAL	382.27	533975
CY-FAIR TIRE	70.35	534054
TOBACCO SETTLEMENT FUND		690.84**
JULIE ROGERS "GIFT OF LIFE" PROGRAM	250,000.00	534006
J.C. FAMILY TREATMENT		250,000.00**
MARY BEVIL	1,347.50	534061
SECURITY FEE FUND		1,347.50**
ALLIED UNIVERSAL SECURITY SERVICES	12,080.48	534060
JUVENILE PROB & DET. FUND		12,080.48**
VERIZON WIRELESS	65.74	533983
COMMUNITY SUPERVISION FND		65.74**

PGM: GMCOMMV2	DATE 11-11-2025	PAGE: 7
NAME	AMOUNT	CHECK NO. 201 TOTAL
CASH ADVANCE ACCOUNT	2,889.45	533945
UNITED STATES POSTAL SERVICE	56.07	533987
UNITED STATES POSTAL SERVICE	54.02	533988
ODP BUSINESS SOLUTIONS, LLC	820.96	534077
		3,820.50**
MENTALLY IMPAIRED OFFEND.		
TDCJ - CASHIERS OFFICE	19,114.09	533917
COMMUNITY CORRECTIONS PRG		19,114.09**
TDCJ - CASHIERS OFFICE	97,413.14	533917
DRUG DIVERSION PROGRAM		97,413.14**
TDCJ - CASHIERS OFFICE	44,805.47	533917
LAW OFFICER TRAINING GRT		44,805.47**
ENTERGY	496.61	533938
COUNTY RECORDS MANAGEMENT		496.61**
DELL MARKETING L.P.	31,790.92	533927
J.P. COURTROOM TECH. FUND		31,790.92**
TYLER TECHNOLOGIES INC	1,500.00	534058
HOTEL OCCUPANCY TAX FUND		1,500.00**
CINTAS, INC.	83.69	533919
CITY OF BEAUMONT - WATER DEPT.	77.32	533920
CITY OF BEAUMONT - WATER DEPT.	14.85	533921
CASH ADVANCE ACCOUNT	655.96	533945
M&D SUPPLY	95.09	533947
AT&T	112.30	533965
4IMPRINT, INC.	2,531.47	533992
SOUTHEAST TEXAS BASEBALL/ACADEMY	37,987.00	533993
ALLIANCE MECHANICAL SERVICES	445.50	534000
COUNTY HOME AND RANCH LP	25.00	534015
CINTAS CORPORATION	222.24	534039
FUNCTION 4 LLC	127.13	534043
CHAPMAN VENDING	421.20	534069
LION HEARTED	5,900.00	534070
GEORGE WEST	7.70	534073
ODP BUSINESS SOLUTIONS, LLC	411.18	534077
AMAZON CAPITAL SERVICES	186.24	534080
		49,303.87**
CAPITAL PROJECTS FUND		
MONUMENT CONSTRUCTORS	69,825.30	534003
CHASTANG FORD	234,381.00	534085
		304,206.30**
AIRPORT FUND		
CITY OF NEDERLAND	374.45	533924
UNITED STATES POSTAL SERVICE	.74	533987
DISH NETWORK	131.44	534007
		506.63**
SE TX EMP. BENEFIT POOL		
UNITED HEALTHCARE SERVICES INC	2,125.75	534059
LANTERN SPECIALTY CARE	144.60	534100
		2,270.35**
SETEC FUND		
LONE STAR SERVICES LLC	4,100.00	534108
LIABILITY CLAIMS ACCOUNT		4,100.00**
JEFFERSON CTY - WORKERS COMP	9,771.58	534088
WORKER'S COMPENSATION FD		9,771.58**

PGM: GMCOMMV2	DATE 11-11-2025	PAGE: 8
NAME	AMOUNT	CHECK NO. 202 TOTAL
JEFFERSON CTY - WORKERS COMP	23,281.75	534088
PAYROLL FUND		23,281.75**
JEFFERSON CTY. - FLEXIBLE SPENDING	19,064.86	533890
CLEAT	3,500.00	533891
JEFFERSON CTY. TREASURER	11,507.63	533892
INTERNAL REVENUE SERVICE	6,208.00	533893
JEFFERSON CTY. COMMUNITY SUP.	6,135.45	533894
JEFFERSON CTY. TREASURER - HEALTH	589,778.94	533895
JEFFERSON CTY. TREASURER - GENERAL	10.00	533896
JEFFERSON CTY. TREASURER - PAYROLL	2,236,545.94	533897
JEFFERSON CTY. TREASURER - PAYROLL	742,889.27	533898
POLICE & FIRE FIGHTERS' ASSOCIATION	2,930.06	533899
TEXAS CHILD SUPPORT SDU	415.38	533900
JEFFERSON CTY. TREASURER - TCDS	879,796.23	533901
JEFFERSON COUNTY TREASURER	3,693.77	533902
JEFFERSON COUNTY - TREASURER -	11,367.90	533903
NECHES FEDERAL CREDIT UNION	30,601.34	533904
JEFFERSON COUNTY - NATIONWIDE	58,723.54	533905
ALLSTATE BENEFITS	8,885.44	533906
SECURIAN LIFE INSURANCE COMPANY	1,175.40	533907
CHUBB	4,952.77	533908
LANGUAGE ACCESS FUND		4,612,181.92**
RUBEN ZAPATA	200.00	534084
ARPA CORONAVIRUS RECOVERY		200.00**
PREFERRED FACILITIES GROUP-USA, LLC	454,948.75	534067
BRIC/FMA GRANT		454,948.75**
COMAL DESIGN GROUP LLC	13,500.00	534086
EXCELLO HOMES	341,856.28	534098
MARINE DIVISION		355,356.28**
CITY OF NEDERLAND	26.20	533924
VECTOR SECURITY	54.52	534044
AMAZON CAPITAL SERVICES	37.00	534080
		117.72**
		7,324,828.96***



Resolution

STATE OF TEXAS § COMMISSIONERS' COURT
 §
 COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12 day of November, 2025, on motion made by Michael S. Sinegal Commissioner of Precinct No. 3, and seconded by Brandon Willis, Commissioner of Precinct No. 1, the following Resolution was adopted:

ORDER TO RESCIND THE RESOLUTION ADOPTING THE JEFFERSON COUNTY PUBLIC INFORMATION ACT POLICY

WHEREAS, the Commissioners Court did approve a Resolution to establish the Jefferson County Public Information Act Policy on March 23, 2021; and

WHEREAS, the Commissioners Court did, October 14, 2025, approve an Order to designate points of contact for all who request public information; and

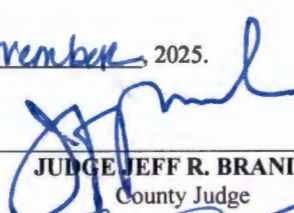
WHEREAS, the Commissioners Court designate that the County Judge and his staff attorney be jointly designated to receive such requests to comply with Sections 552.234 and 552.205 of the Texas Government Code; and

WHEREAS, the County Clerk was ordered to post a public notice of this Order to inform the public that all requests for public information directed to any office or official of Jefferson County should be directed to the email dedicated as pocpia@jeffersoncountytx.gov or may be faxed to 409-839-2322 or by letter mailed to 1149 Pearl St., Beaumont, Texas 77701; and

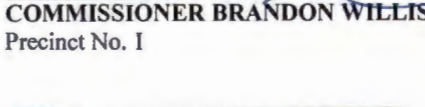
WHEREAS, resolution of March, 23, 2021 conflicts with the Order of October 14, 2025.

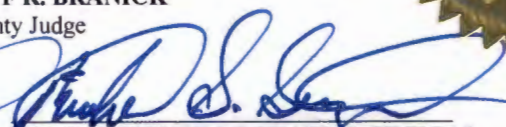
IT IS ORDERED that the resolution of March 23, 2021 is hereby RESCINDED.

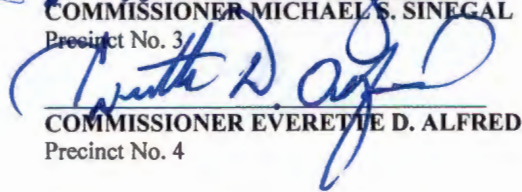
SIGNED this 12th day of November, 2025.


 JUDGE JEFF R. BRANICK
 County Judge


 COMMISSIONER BRANDON WILLIS
 Precinct No. 1


 COMMISSIONER CARY ERICKSON
 Precinct No. 2


 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3


 COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4





Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**A RESOLUTION TO NOMINATE CANDIDATES FOR THE BOARD OF DIRECTORS OF
THE JEFFERSON COUNTY CENTRAL APPRAISAL DISTRICT FOR THE 2026-2029
TERMS OF OFFICE AS PROVIDED BY SECTION 6.03 (f) OF THE PROPERTY TAX CODE**

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12 day of November, 2025, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Everette "Bo" Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

RESOLVED that the County Judge is hereby directed to submit this Resolution to the Chief Appraiser before December 15, 2025.

**RESOLUTION TO NOMINATE DIRECTORS FOR THE BOARD OF THE JEFFERSON
COUNTY CENTRAL APPRAISAL DISTRICT**

WHEREAS, five individuals seek to be nominated: Darrell Antoine, Donald Frank, Bert Lamson, Eugene Landry and Mary Wycoff who are residents of Jefferson County, Texas and are qualified to serve as Members of the Board of Directors of the Jefferson County Central Appraisal District; and

WHEREAS, the Commissioners Court wishes to submit nominations for Bert Lamson, and Mary Wycoff, as Members of the Board of Directors of the Jefferson County Central Appraisal District.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Jefferson County, does nominate BERT LAMSON, and MARY WYCOFF, to serve as members of the Board of Directors of the Jefferson Central Appraisal District for the 2026-2029 term, and does cast 334 votes for BERT LAMSON, and 334 votes for, MARY WYCOFF.

The foregoing Resolution was adopted as a valid action of the Commissioners Court of Jefferson County at a duly noticed meeting of that body on the 12th day of Nov., 2025 at which a quorum was present and voting.

SIGNED this 12th day of November, 2025

[Signature]
JUDGE JEFF R. BRANICK
County Judge

[Signature]
COMMISSIONER BRANDON WILLIS
Precinct No. 1

[Signature]
COMMISSIONER CARY ERICKSON
Precinct No. 2

[Signature]
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

[Signature]
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4





Resolution

STATE OF TEXAS

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§
§

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

COUNTY OF JEFFERSON

A RESOLUTION TO CAST VOTES IN THE ELECTION OF THE BOARD OF DIRECTORS OF THE JEFFERSON COUNTY CENTRAL APPRAISAL DISTRICT FOR THE 2026-2029 TERMS OF OFFICE AS PROVIDED BY SECTION 6.03 (f) OF THE PROPERTY TAX CODE

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12 day of November, 2025, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Brandon Willis, Commissioner of Precinct No. 1, the following Resolution was adopted:

RESOLVED that the County Judge is hereby directed to submit this Resolution to the Chief Appraiser before November 12, 2025.

RESOLUTION TO CAST VOTES FOR DIRECTOR FOR THE BOARD OF THE JEFFERSON COUNTY CENTRAL APPRAISAL DISTRICT

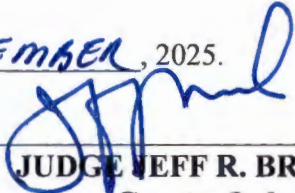
WHEREAS, BERT LAMSON, and MARY WYCOFF are residents of Jefferson County, Texas: and

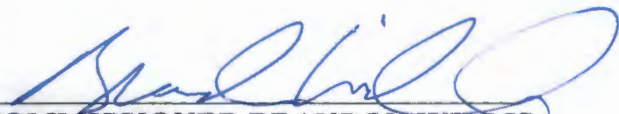
WHEREAS, BERT LAMSON, and MARY WYCOFF are nominees duly qualified to serve as a Member of the Board of Directors of the Jefferson County Central Appraisal District;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Jefferson County, cast their 334 votes, respectively as 167 votes for BERT LAMSON and 167 votes for MARY WYCOFF to serve as a members of the Board of Directors of the Jefferson Central Appraisal District for the 2025 term.

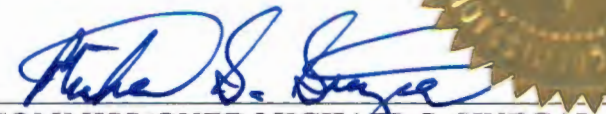
The foregoing Resolution was adopted as a valid action of the Commissioners Court of Jefferson County at a duly noticed meeting of that body on NOVEMBER 12, 2025 at which a quorum was present and voting.

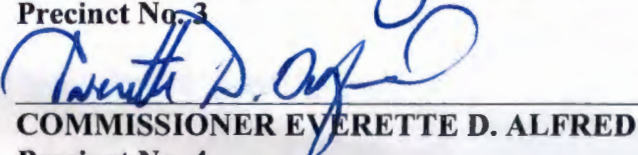
SIGNED this 12th day of NOVEMBER, 2025.


JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER CARY ERICKSON
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



BEAUMONT

— TEXAS —

**CITY OF BEAUMONT
BUILDING CODES DIVISION
CONSENT FORM FOR DEMOLITION OF UNSAFE STRUCTURE**

I, Jefferson County, do hereby give the City of Beaumont, Jefferson County, Texas, my consent as owner of the property and structure identified below to demolish and remove said structure. In consideration for the demolition I agree as follows:

1. I understand that the demolition may result in ruts in the property and the potential of damage to real and personal property remaining on the property.
2. I hereby indemnify the City, its employees, officers and agent against any and all claims for injuries or damages arising from demolition on my property, expressly including injuries to persons or damages to real or personal property arising from negligence by the City, its employees, officers or agents.

***** Any personal property should be removed immediately because the spoils from the demolition will be discarded according to city policies and procedures.

PROPERTY DESCRIPTION:

2265 WASHINGTON BLVD BEAUMONT, TX 77705 (Includes Shed)
BOOKER HEIGHTS L6 B8

Date: 11-12-2025

409.835.8466
Telephone Number

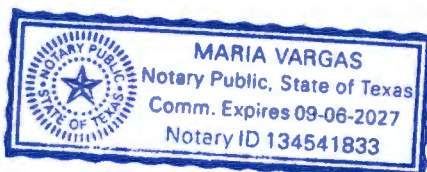
[Signature]
Signature



STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day appeared Jefferson County Judge Jeff Branick known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he (they) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of November, 2025.



[Signature]
Notary Public in and for
Jefferson, Texas
My Commission Expires: 9-6-2027

ATTEST [Signature]DATE 11/12/25

Jul 10, 2024 at 9:47:15 AM

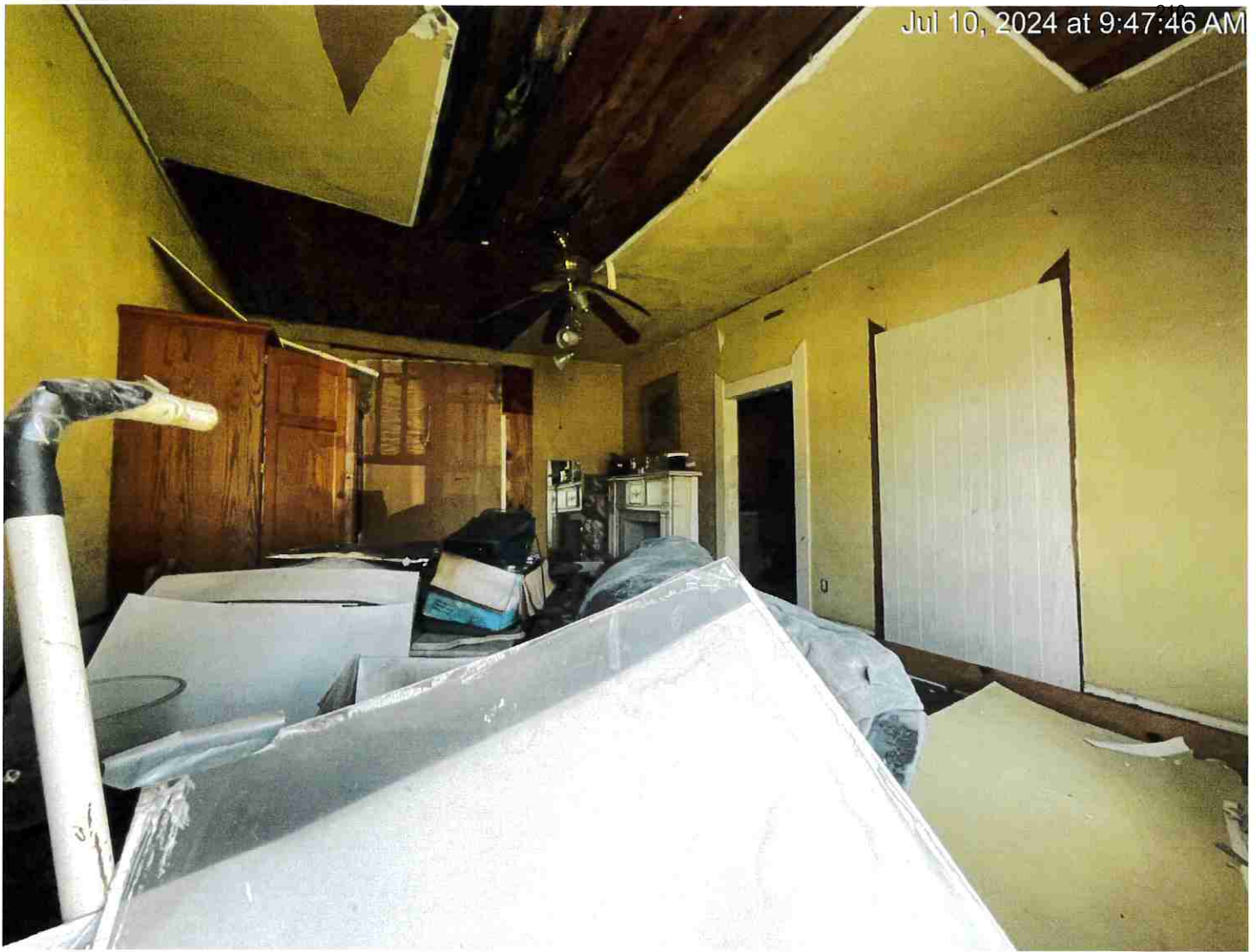


Jul 10, 2024 at 9:48:39 AM





Jul 10, 2024 at 9:47:46 AM



SI Payments

CHARLOTTE M. MOSES, MAYOR
HAROLD L. DOUCET, SR.,
MAYOR PRO TEM

COUNCIL MEMBERS:
WILLIE BAE LEWIS, JR.
TIFFANY L. HAMILTON EVERFIELD
DONEANE BECKCOM
THOMAS KINLAW, III
DONALD FRANK, SR.



RONALD BURTON, CPM
CITY MANAGER

SHERRI BELLARD, TRMC
CITY SECRETARY

ROXANN PAIS COTRONEO
CITY ATTORNEY

October 29, 2025

Certified: 7018 1830 0001 4313 3564
Copy Sent Via Regular Mail

Jefferson County et al.
1149 Pearl Street
Beaumont, Texas 77701-3638

1316 LIBERTY AVENUE AKA 2301 12TH STREET
(REAR GARAGE APARTMENT)
LOT 7 BLOCK GORMAN PLACE ADDITION

Dear Jefferson County et al,

An inspection was made on 10/17/2025 on the property located at 1316 Liberty Avenue, aka 2301 12th St., Port Arthur, Texas. The inspection disclosed that the building or structure located at the above-listed address is unsafe and represents a threat to public health, safety, and welfare. The City of Port Arthur's Housing Code of Ordinance Article VIII requires owners to **repair, rehabilitate or demolish** any structures which are (1) structurally unsound, unfit for human habitation, and/or substandard; (2) a hazard to public health, safety, and welfare by reason of access constituting a fire hazard or other danger to human life, inadequate maintenance, or abandonment.

The Demolition Division staff will discuss this letter and remedies with you at your request. Staff may be reached at (409) 983-8209. If this office receives no response from you, and if such elimination of defects through reconstruction, board-up or demolition has not begun within fifteen (15) days from the receipt of this letter, this division is required to institute proceedings as set forth in this code, which may involve the letting of contractor for demolition or cleanup of the property and/or filing of charges in Municipal Court for violation of this Code of Ordinance **Article VIII Section 18-381, Section 18-382.**

If you do not wish to discuss this matter with this office, you may appear before the Construction Board of Adjustments and Appeals and show cause why this request by the official should not be complied with. You have the right to appeal the decision of the Building Official to the Construction Board of Adjustments and Appeals. Your notice of appeal shall be in writing and filed within (15) days after the receipt of this letter at the office of the Demolition Division.

Sincerely,

Ronnie Mickens

Ronnie Mickens
Demolition Inspector

Sharon Flanagan

Sharon Flanagan
Demolition Supervisor

SW

101-Letter

CHARLOTTE M. MOSES, MAYOR
HAROLD L. DOUCET SR.,
MAYOR PRO TEM

COUNCIL MEMBERS:
WILLIE BAE LEWIS, JR.
TIFFANY L. HAMILTON EVERFIELD
DONEANE BECKOM
THOMAS KINLAW, III
DONALD FRANK, SR.



RONALD BURTON, CPM
CITY MANAGER

SHERRI BELLARD, TRMC
CITY SECRETARY

ROXANN PAIS COTRONEO
CITY ATTORNEY

October 30, 2025

Jefferson County et al.
1149 Pearl Street
Beaumont, Texas 77701-3638

RE: 1316 LIBERTY AVENUE AKA 2301 12TH STREET, LOT 7, BLOCK 290 CITY OF PORT ARTHUR ADDITION

Dear Joseph M. H. Johnson et al.,

The City of Port Arthur initially red-tagged the **Rear Garage Apartment** at this location on August 27, 2025, and notified the owner of the unsafe and substandard condition of the building. The **Rear Garage Apartment** is in serious disrepair. It is a safety hazard and an eyesore.

As the 101 letter states, you can demolish it yourself, or you can sign and return the enclosed waiver, thereby giving the City of Port Arthur permission to demolish it. If you choose the second option, we will need a copy of your deed and the waiver must be signed in the presence of a notary. We will notify you of the cost of demolition when we obtain bids for the work.

Please contact our office immediately to address this issue. You may call me at 409-983-8209 or email me at Sharon.flanagan@portarthurtx.gov if you have questions or need further information.

Sincerely,

Sharon Flanagan
Demolition Supervisor

Attachments: Waiver

C: Ronnie Mickens, Demolition Inspector
Earl Brown, Sr., Demolition Inspector

DEMOLITION WAIVER

City of Port Arthur
Development Services—Demolition Division
300 E. 4th Street, Suite 700/P. O. Box 1089, Port Arthur, TX 77641-1089
(409) 983-8209/(409) 983-8250

I, Jefferson County et al., am the owner of a Rear Garage Apartment
(Owner's Name) (Description of Building (s))
at 1316 Liberty Avenue aka 2301 12th St. legally described as Lot 7 Block 290, City of Port Arthur
Addition (Street Address) (Legal Description)

I hereby give my consent, without the necessity of a public hearing, to the City of Port Arthur to demolish the above described building (s) and to clear the above described property of all weeds, rubbish, trash and debris. The City of Port Arthur may use its own personal equipment to do such work, or the City may hire or otherwise engage others and the equipment of others, for such purpose. I also hereby consent to the filing of a lien against the above described property for all costs incurred by the City of Port Arthur in connection with such demolition provided that such costs do not exceed the actual amount.

Signature(s):

Mailing Address:

Telephone Number(s):

SUBSCRIBED AND SWORN BEFORE ME THIS

12th

DAY OF

November, 20 25

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES:

9-6-2027



ATTEST

DATE

11/12/25



1316 LIBERTY AVENUE (AKA 2301 12TH STREET)

REAR GARAGE APT# ONLY (NO TRANSITE)







Window

ORACLE

Account Status			
Prev Sel.	Next Sele..	Prev.Owner	Next Owner
		Acct History	Acpt Summary
		Notes	Documents
Go To:			
HSALAZAR ACT8006 v1.299		11/03/2025 14:06:28 ACTJC	
STATUS DETAIL			
Expand Fees		Summary	
Account Information			
Account No.	053400-00000000-00000-RECEIVED		
Certified Owner	JEFFERS		
Parcel Address	2301		
Amount Due as of	11/03/20		
Tax Units			
		Tax Unit Description	
		Tax Unit,Yr, Rec. Type	
		Tax Unit	
		Year	
		Rec. Type	
		Multi Select	
Amount Due/Paid Info		Refund Amount Due	
Year	Appr. Value	H C	
2025	\$89,826		
2024	\$91,279		
2023	\$82,703		
2022	\$75,597		
2021	\$73,081		
2020	\$43,818		
2019	\$35,780		
2018	\$35,850	Y Y	
2017	\$35,850	Y Y	
Last Payment Date			
Last Payer			

**** WARNING ****

The following condition(s) exist:

Judgment Exists;
Tax Deferral Inactive;
Statutory Cancellations Made To This Account On 03/29/2021 (

OK

INTERLOCAL AGREEMENT

SOUTHEAST TEXAS AUTO THEFT TASK FORCE

Senate Bill 224 Grant FY2026

STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

This Interlocal Agreement is entered into by and between the City of Beaumont, a municipal corporation situated in Jefferson County, Texas (“**Beaumont**”), the City of Port Arthur, a municipal corporation situated in Jefferson County, Texas (“**Port Arthur**”), Jefferson County, a political subdivision of the State of Texas (“**Jefferson County**”), Hardin County, a political subdivision of the State of Texas (“**Hardin County**”), Jasper County, a political subdivision of the State of Texas (“**Jasper County**”), and Orange County, a political subdivision of the State of Texas (“**Orange County**”), pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County, and Orange County, collectively herein after referred to as “**Parties**”, have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$244,167.00 for the Southeast Texas Auto Theft Task Force, and,

WHEREAS, the Parties has agreed to contribute the total of \$48,833.00 in matching funds and \$0.00 in in-kind matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the Parties believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **Parties** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow **Beaumont** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as **Exhibit “A”** and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **Parties** agrees to contribute a total of \$0.00 in matching funds and \$0.00 in in-kind matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Travel; Equipment; Supplies and Direct Operating Expenses	\$48,833.00	
Professional and Contractual Services (Investigator’s Benefits for Port Arthur employee)	\$0.00	
Professional and Contractual Services (Investigator’s Benefits for Jefferson County employee)	\$0.00	
Hardin County	0	
Jasper County	0	
Orange County	0	
Total Source of Cash Match	\$48,833.00	

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Beaumont (Personnel, Fringe, Overtime, Supplies and Direct operating Expenses)	\$0.00	In kind Match Expenditures paid by Beaumont
Port Arthur	0	
Jefferson County	0	
Hardin County	0	
Jasper County	0	
Orange County	0	
Total Source of In-Kind Match	\$0.00	

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the **Parties** fund is set out in the attachment to this Agreement, marked as **Exhibit “B”**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

ARTICLE VII. LEGAL CONSTRUCTION

7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VIII. UNIFORM ASSURANCES

8 .01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment - Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

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

Clean Air Act & Federal Water Pollution Control Act - Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements - Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight - Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act - Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program - Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act - Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as

supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

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

Debts and Delinquencies - Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan - Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law - Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & 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.

Dispute Resolution - The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties - Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with

Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation - Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation - Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

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

Indemnification - to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of

subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. 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 agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction - Grantee on behalf of Southeast Texas Auto Theft Task Force 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 (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

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 the Response, 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 Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction - Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State - Grantee represents and warrants that performance under the contract or grant 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 grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity - The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

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

Texas Public Information Act - Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "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 pursuant to the contract or grant, 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.

Reporting Compliance - Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant - Grantee shall maintain and retain all records relating to the performance of the grant 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 four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

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.

State Auditor's Right to Audit - The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, 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.

Sub-award Monitoring - Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub-award performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10.01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting - Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records - Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control - Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control - Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost - Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation - Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management - Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant - All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period - Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor

Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management - The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

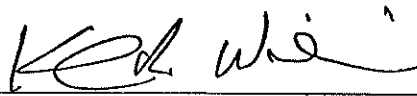
ARTICLE XII. ENTIRE AGREEMENT

12.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all Parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2026.

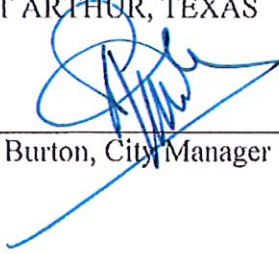
EXECUTED by the City of Beaumont this 8th day of
October, 2025

CITY OF BEAUMONT, TEXAS

By: 
Kenneth Williams, City Manager

EXECUTED by the City of Port Arthur this 28th day of
October, 2025

CITY OF PORT ARTHUR, TEXAS

By: 

Ronald Burton, City Manager

EXECUTED by Jefferson County this 21st day of
October, 2025



JEFFERSON COUNTY, TEXAS

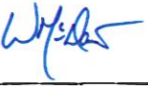
By: [Signature]
Jeff Branick, County Judge

ATTEST [Signature]

DATE 10/21/25

EXECUTED by Hardin County this 28 day of
October, 2025

HARDIN COUNTY, TEXAS

By:  Digitally signed by Judge Wayne
McDaniel
Date: 2025.10.28 11:17:52 -05'00'

Wayne McDaniel, County Judge

EXECUTED by Jasper County this 10th day of
October, 2025

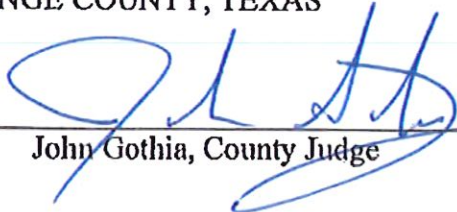
JASPER COUNTY, TEXAS

By: 
Mark Allen, County Judge

EXECUTED by Orange County this 22nd day of
October, 2025

ORANGE COUNTY, TEXAS

By:



John Gothia, County Judge

INTERLOCAL AGREEMENT

**SOUTHEAST TEXAS AUTO THEFT TASK FORCE
FY 2026**

STATE OF TEXAS §
COUNTY OF JEFFERSON §

This Interlocal Agreement is entered into by and between the City of Beaumont, a municipal corporation situated in Jefferson County, Texas (“**Beaumont**”), the City of Port Arthur, a municipal corporation situated in Jefferson County, Texas (“**Port Arthur**”), Jefferson County, a political subdivision of the State of Texas (“**Jefferson County**”), Hardin County, a political subdivision of the State of Texas (“**Hardin County**”), Jasper County, a political subdivision of the State of Texas (“**Jasper County**”), and Orange County, a political subdivision of the State of Texas (“**Orange County**”), pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS, Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County, and Orange County, collectively herein after referred to as “**Parties**”, have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$760,241.00 for the Southeast Texas Auto Theft Task Force, and,

WHEREAS, the **Parties** has agreed to contribute the total of \$152,830.00 in matching funds and \$452,300.00 in in-kind matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the Parties believe it to be in their best interests to continue a *multijurisdictional MVCPA Task Force*; and

WHEREAS, the **Parties** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1 .01 The purpose of this Agreement is to allow **Beaumont** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as **Exhibit “A”** and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2025 and to end August 31, 2026.

ARTICLE III. CONSIDERATION

3 .01 As consideration for this Agreement, the **Parties** agrees to contribute a total of \$152,830.00 in matching funds and \$452,300.00 in in-kind matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Task Force Office and Warehouse Lease	\$55,000.00	Cash Match Expenditures paid by City of Beaumont (Supplies and Direct Operating Expenses)
Investigator’s Benefits (Port Arthur employee)	\$39,000.00	Fringe paid by City of Port Arthur in lieu of match (Professional and Contractual Services)
Investigator’s Benefits (Jefferson County employee)	\$35,000.00	Fringe paid by Jefferson County in lieu of match (Professional and Contractual Services)
Hardin County	0	
Jasper County	0	
Orange County	0	
Total Source of Cash Match	\$129,000.00	

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
City of Beaumont (Personnel, Fringe, Overtime, Travel, Supplies and Direct Operating Expenses)	\$452,300.00	In kind Match Expenditures paid by Beaumont
City of Port Arthur (Supplies and Direct Operating Expenses)	0	In kind Match Expenditures paid by Port Arthur
Jefferson County (Supplies and Direct Operating Expenses)	0	In kind Match Expenditures paid by Jefferson County
Hardin County	0	
Jasper County	0	
Orange County	0	
Total Source of In-Kind Match	\$452,300.00	

ARTICLE IV. ALLOCATION OF FUNDS

4 .01 The specific allocation of the **Parties** fund is set out in the attachment to this Agreement, marked as **Exhibit “B”**, and made a part hereof for all purposes.

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5 .01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

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6 .01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

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7 .01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid,

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Cybersecurity Training Program - Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act - Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

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

Debts and Delinquencies - Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan - Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law - Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & 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.

Dispute Resolution - The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

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

Executive Head of a State Agency Affirmation - Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation - Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

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

Indemnification - to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or

suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. 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 agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction - Grantee on behalf of Southeast Texas Auto Theft Task Force 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 (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

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 the Response, 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 Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction - Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or

grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State - Grantee represents and warrants that performance under the contract or grant 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 grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity - The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

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

Texas Public Information Act - Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "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 pursuant to the contract or grant, 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.

Reporting Compliance - Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant - Grantee shall maintain and retain all records relating to the performance of the grant 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 four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

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.

State Auditor's Right to Audit - The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, 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.

Sub-award Monitoring - Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub-award performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10.01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting - Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records - Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control - Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control - Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost - Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation - Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management - Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant - All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period - Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor

Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management - The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

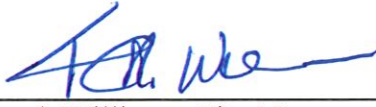
ARTICLE XII. ENTIRE AGREEMENT

12.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all Parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2022.

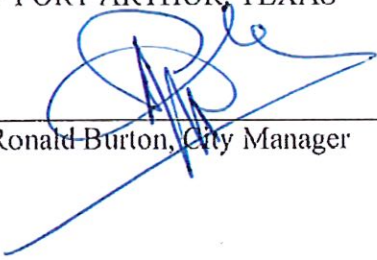
EXECUTED by the City of Beaumont this 7th day of
October, 2025

CITY OF BEAUMONT, TEXAS

By: 
Kenneth Williams, City Manager

EXECUTED by the City of Port Arthur this 29th day of
October, 2025

CITY OF PORT ARTHUR, TEXAS

By: 

Ronald Burton, City Manager

EXECUTED by Jefferson County this 14th day of
October, 2025

JEFFERSON COUNTY, TEXAS

By: _____

Jeff Branick, County Judge



ATTEST _____

DATE _____

10/14/2025

EXECUTED by Hardin County this 28 day of
October, 2025

HARDIN COUNTY, TEXAS

By:  Digitally signed by Judge
Wayne McDaniel
Date: 2025.10.28
11:17:38 -05'00'

Wayne McDaniel, County Judge

EXECUTED by Jasper County this 8TH day of
OCTOBER, 2025

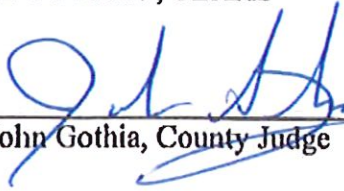
JASPER COUNTY, TEXAS

By: 
Mark Allen, County Judge

EXECUTED by Orange County this 22nd day of
October, 2025

ORANGE COUNTY, TEXAS

By: _____


John Gothia, County Judge

AGENDA ITEM**NOVEMBER 12, 2025**

Consider, possibly approve, receive and file Final Order Adopting Revised Political Boundaries Following Redistricting of United States Congressional Boundaries.

IN THE COMMISSIONERS COURT OF

JEFFERSON COUNTY, TEXAS

**FINAL ORDER ADOPTING REVISED POLITICAL BOUNDARIES
FOLLOWING THE 2025 REDISTRICTING OF UNITED STATES
CONGRESSIONAL BOUNDARIES**

BE IT REMEMBERED, that on August 29, 2025, the Texas Legislature passed H.B. 4, during the Second Special Session of the 89th Texas Legislative Session wherein they redrew the United State Congressional Boundaries for the State of Texas. As a consequence of these boundary modifications and for the purpose of bringing Jefferson County, Texas into compliance with section 42.005(a) of the Texas Election Code, Jefferson County Commissioners Court is instructed to modify commissioner precincts, and election precincts pursuant to section 42.031 of the Texas Election Code. Accordingly, Commissioners Court, by this Order, changes commissioner percent boundaries and election percent boundaries to conform to the new United State Congressional boundaries. This Final Order, and the attached maps, data and narrative text, sets forth the changes resulting from redistricting of the United State Congressional boundaries.

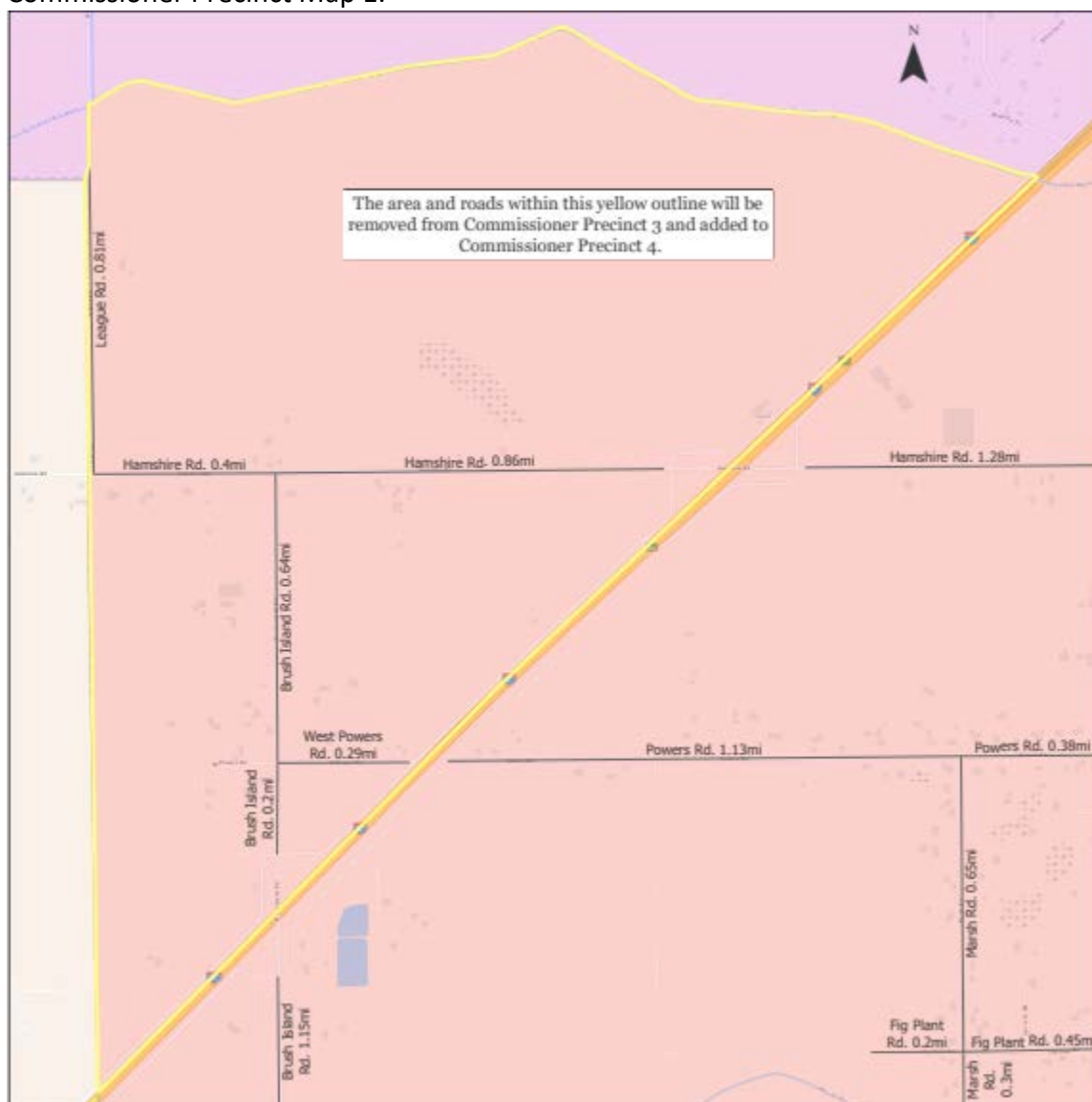
IT IS THEREFORE ORDERED, ADJUDGED and DECREED that this Order, is the FINAL ORDER of the Jefferson County Commissioners Court regarding redistricting, as fully detailed below, of two (2) Commissioner Precincts, Precincts 3 and 4 (the boundaries for Commissioner Precincts 1 and 2 remain the same); and Nine (9) election precincts, as detailed below, Precincts 10, 11, 13, 14, 19, 20, 28, 29, 91, and 92 (the boundaries of all other election precincts remain the same).

I.

Acknowledgement of the Realignment of Congressional Districts 14 and 36.

1. Pursuant to the Texas Legislature, on 8-29-2025, with passage of H.B. 4, during the Second Special Session of the 89th Texas Legislature, that the Congressional Districts 14 and 36 were redrawn. A digital map of the United States congressional boundaries for the State of Texas may be found at: <https://data.capitol.texas.gov/dataset/planc2333/resource/0e6c1549-774a-4eba-bf40-acd8b9124ee0> . Below is a select portion of the new Congressional map showing the changes therein that caused Commissioners Court to redraw the boundaries for Commissioner Precinct 3 and 4, and will be referred to as “Commissioner Precinct, Map 1.”

Commissioner Precinct Map 1.



II.

Realignment of County Commissioner Precinct 3 and Precinct 4.

2. Pursuant to the provisions of Chapter 42, Texas Election Code, the Commissioners Court hereby Orders the realignment of County Commissioner Precincts 3 and 4 to conform to the newly revised and adopted boundaries of Congressional Districts 14 and 36, with Precincts 1 and 2 remaining unchanged, as follows:

3. The identified area in Commissioner Precinct Map 1 above, is being move from Commissioner Pct. 3 to Commissioner Pct. 4. A narrative description of the area that is being moved from Pct. 3 to Pct. 4, point of beginning at the Jefferson/Chambers County Line intersection with Interstate 10, then due north following the County Line until it becomes League Road, then continuing north on League Road to the point it intersects with the South Fork of Taylor Bayou, then in a easterly direction following the South Fork of Taylor Bayou until it intersects with Interstate 10, and then in a Southwesterly direction along Interstate 10 until it intersects with the Jefferson/Chamber's County Line, the point of beginning. This identified area was moved by the Texas Legislature from the 14th Congressional District to the 36th Congressional District.

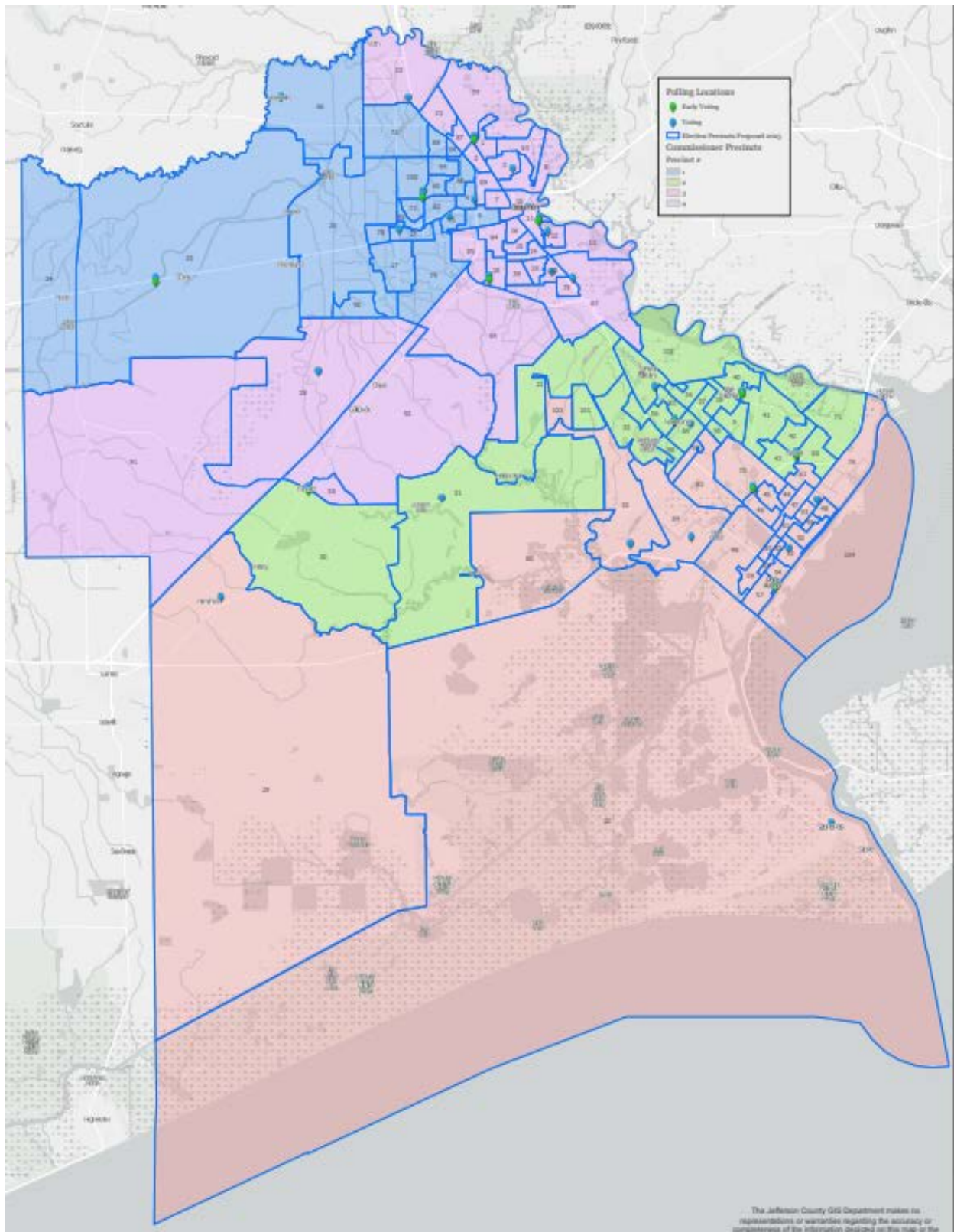
4. Election Precinct of constituent election precincts that make up each of the 4 Commissioners Court Precincts, can be found on the digital map found at:

<https://jeffco.maps.arcgis.com/apps/webappviewer/index.html?id=3af399920c3343d39e272266fee2d49e>

The following is a map of the new Commissioner Precincts, and the Election Precincts located in each Commissioner Precinct, and will be labeled as, "Commissioner Precinct Map 2."

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Commissioner Precinct Map 2.



III.

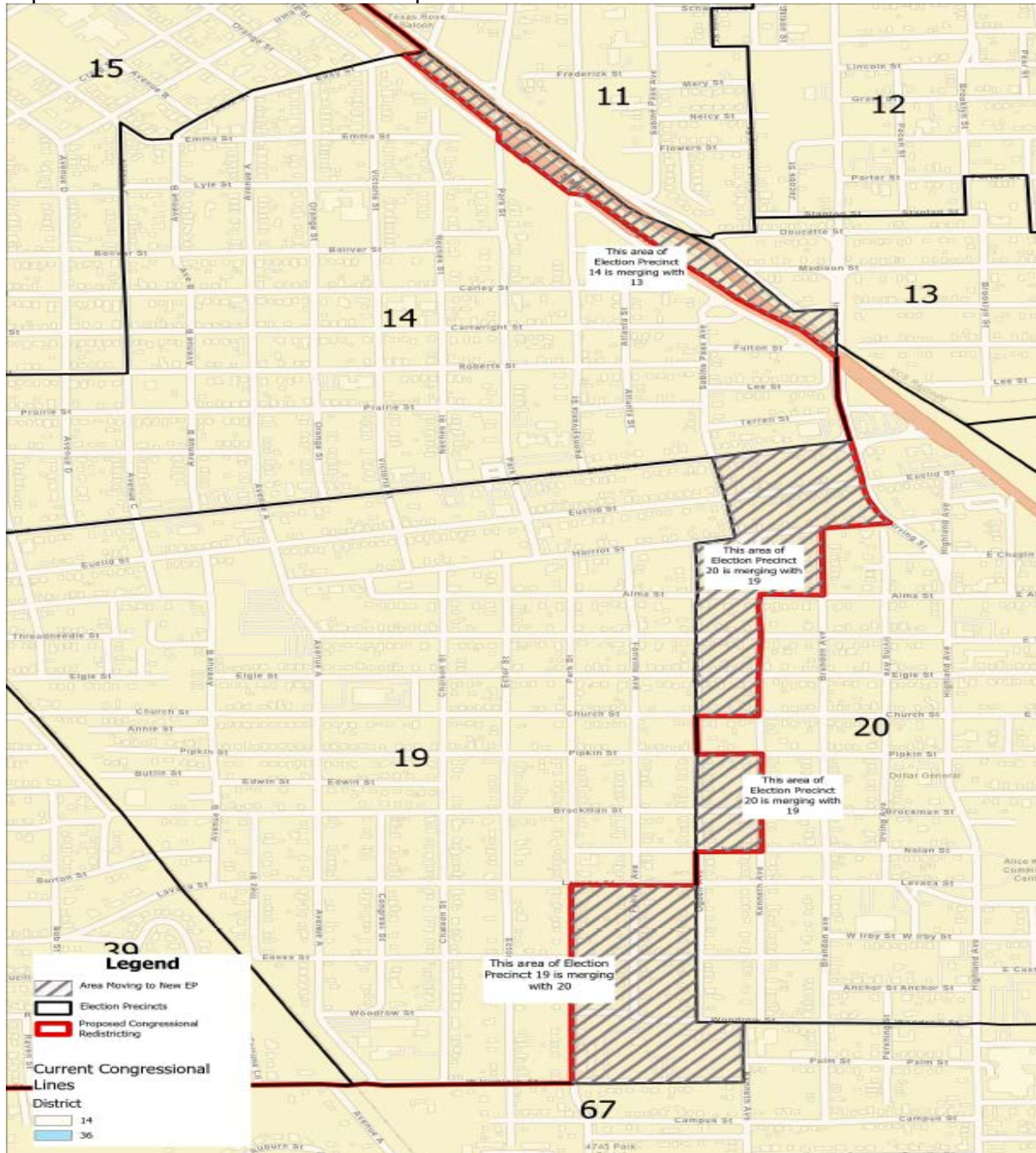
Realignment of Election Precincts 10, 11, 13, 14, 19, 20, 28, 29, 91 and 92.

5. The Commissioners Court Hereby Orders the redrawing of the boundaries of Election Precincts 10, 11, 13, 14, 19, 20, 28, 29, 91 and 92 to conform to the new realignment of County Commissioner Precincts 3 and 4, addressed above, and to conform to the newly revised and adopted boundaries of Congressional Districts 14 and 36, as follows:

6. **Election Precincts 91 and 29** were modified to move territory formerly in Election Pct. 29 into Election Pct. 91, which corresponds with the changes made above to Commissioner Pct. 3 and Pct. 4. A narrative description of the area that is being moved from Election Pct. 29 to Election Pct. 91, as identified above in Commissioner Precinct Map 1, with the point of beginning being at the Jefferson/Chambers County Line intersection with Interstate 10, then due north following the County Line until it becomes League Road, then continuing north on League Road to the point it intersects with the South Fork of Taylor Bayou, then in a easterly direction following the South Fork of Taylor Bayou until it intersects with Interstate 10, and then in a Southwesterly direction along Interstate 10 until it intersects with the Jefferson/Chamber's County Line, back to the point of beginning. This identified area was moved by the Texas Legislature from the 14th Congressional District to the 36th Congressional District.

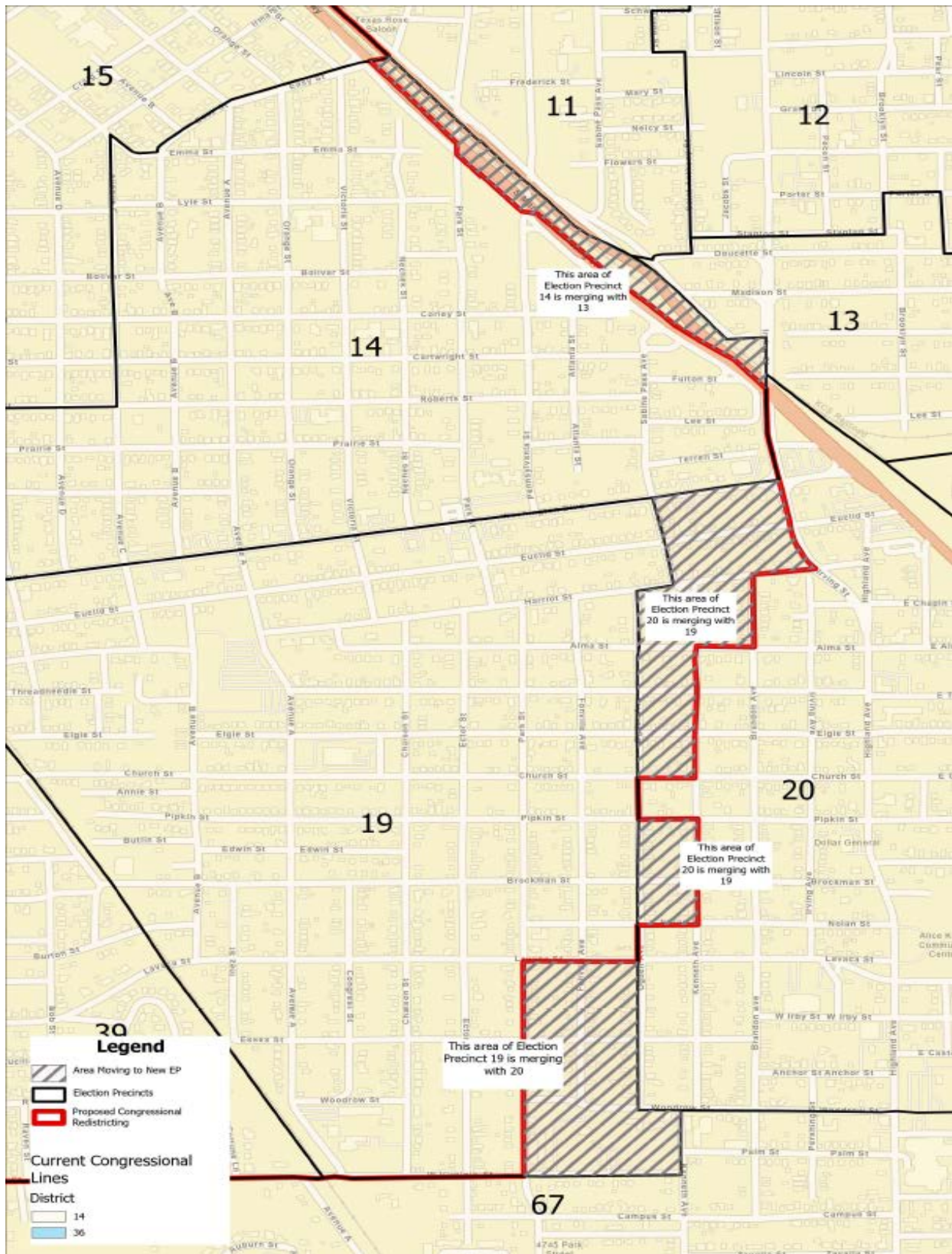
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10. **Election Precincts 14 and 13** were modified to move territory formerly in Election Precinct 14 into Election Precinct 13, with the point of beginning starting at the northwest corner by Easy St and S. Martin Luther King Jr Pkwy, then south along the southbound side of S. Martin Luther King Jr Pkwy to Irving St. overpass, then north on Irving St to Van Buren St, then west on Van Buren St to the northbound side of S. Martin Luther King Jr Pkwy, then north on S. Martin Luther King Jr Pkwy to Neches St, then west along the projected line to the point of beginning, as depicted in the hatched area on the map below.

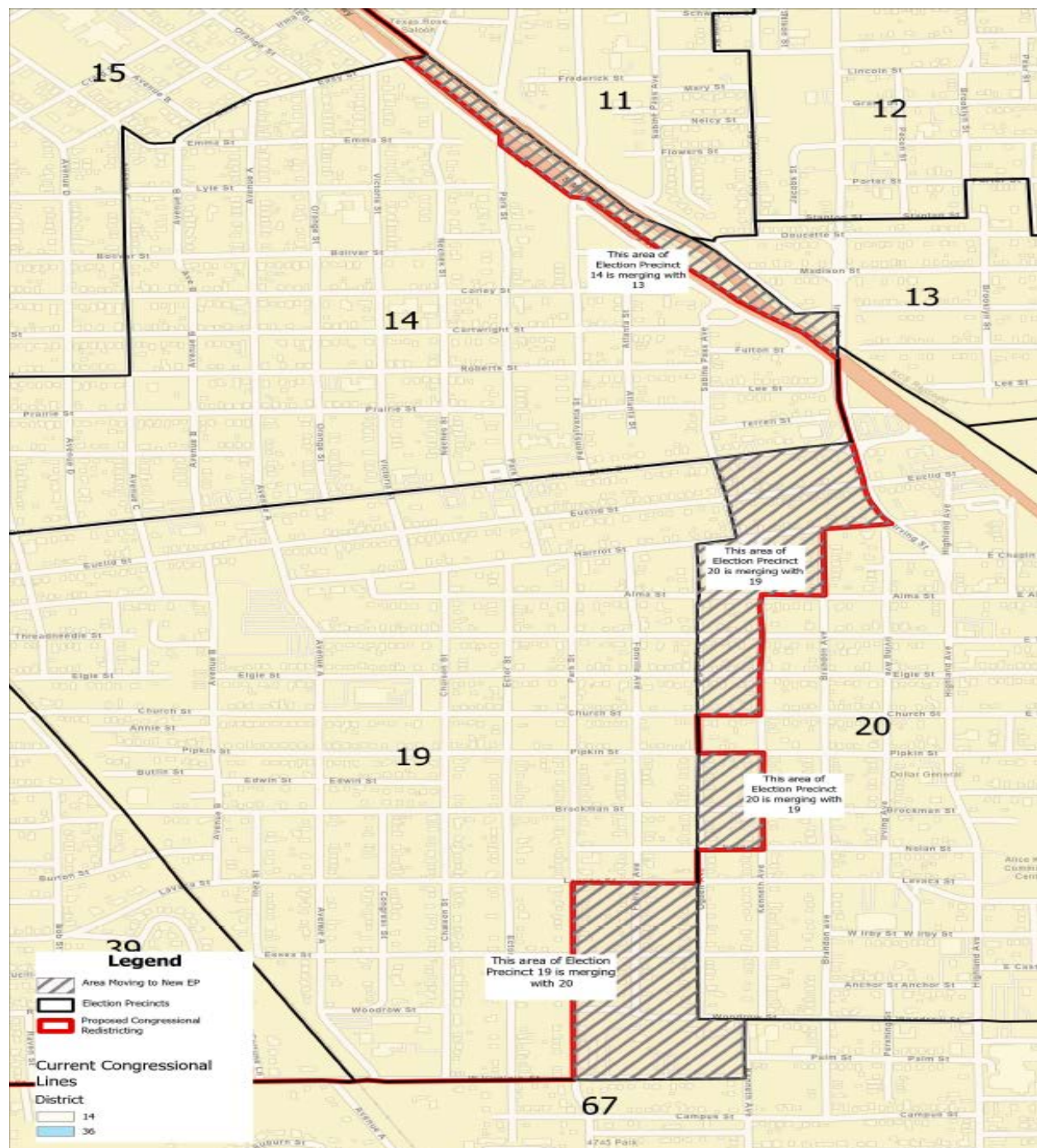


11. **Election Precincts 20 and 19** were modified to move two sections of territory formerly in in Election Precinct 20 into Election Precinct 19, with the first section point of beginning starting at the northwest corner by Washington Blvd and Sabine Pass Ave, then south on Sabine Pass Ave to Harriot St, then west on Harriot St to Ogden Ave, then south on Ogden Ave to Church St, then east on Church St to Kenneth Ave, then north on Kenneth Ave to Alma St, then east on Alma St to Brandon Ave, then north on Brandon Ave to Harriot St, then east on Harriot St to Irving St, then west on Irving St to the point of beginning, as depicted in the hatched area on the map below. The second section of territory point of beginning starts at the northwest corner by Pipkin St and Ogden Ave, then south on Ogden Ave to Nolan St, then east on North St to Kenneth Ave, then north on Kenneth Ave to Pipkin St, then west on Pipkin St to the point of beginning, as depicted in the hatched area on the map below.

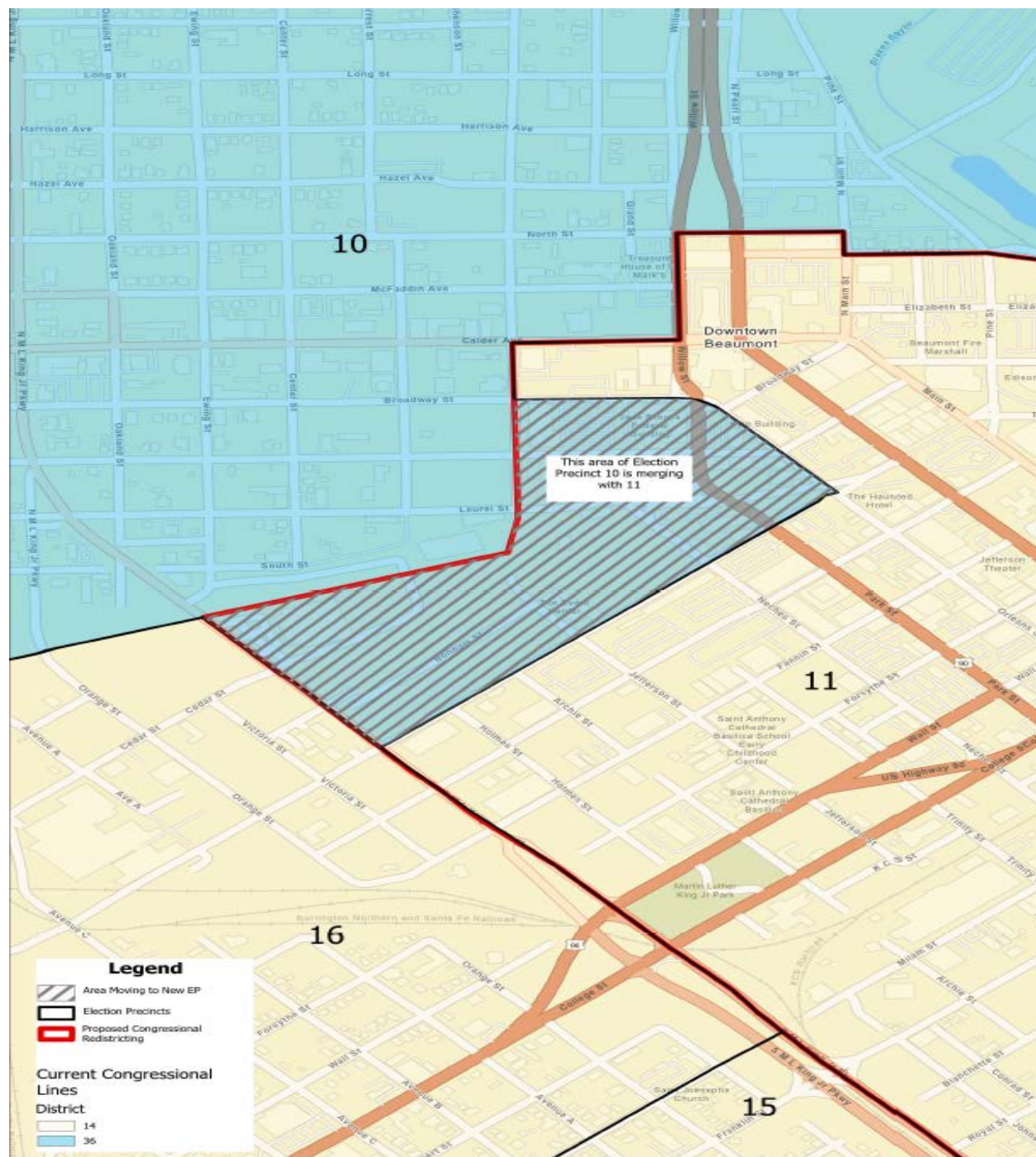
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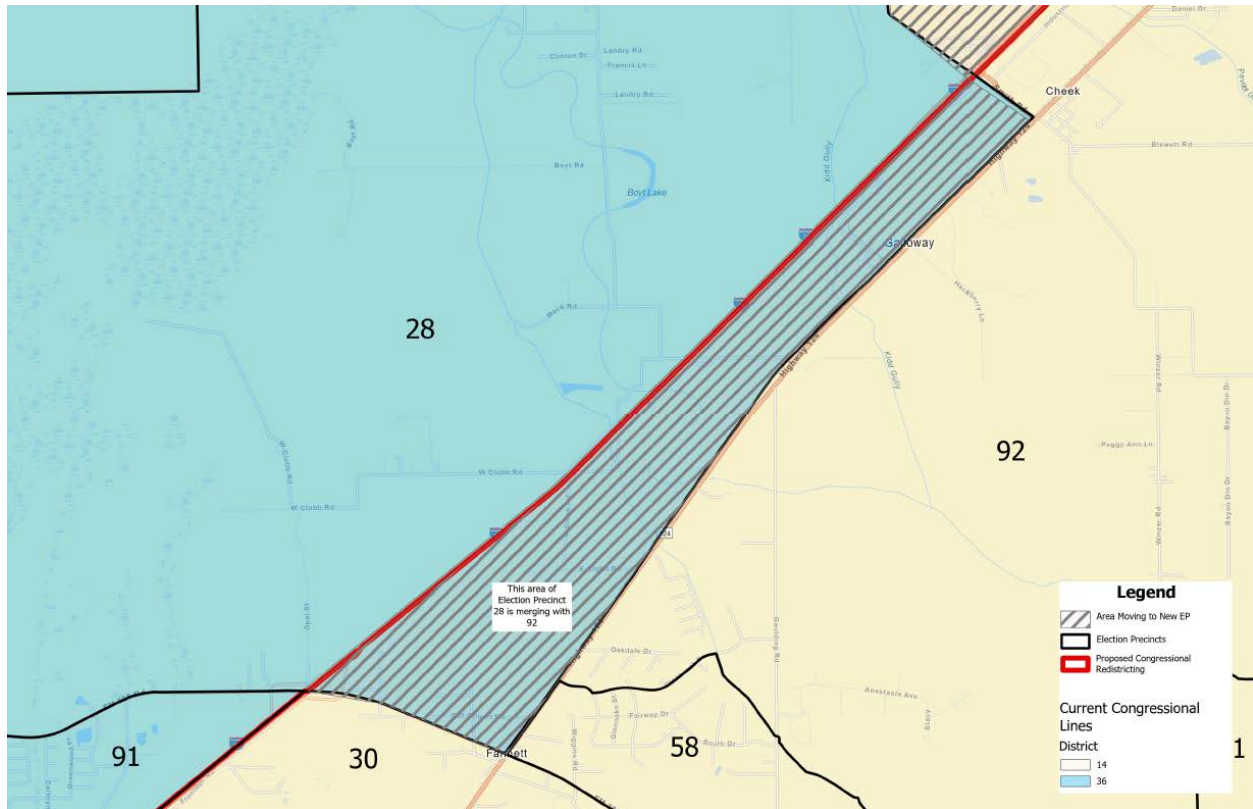
12. **Election Precincts 19 and 20** were modified to move territory formerly in in Election Precinct 19 into Election Precinct 20, with the point of beginning starting at the northwest corner by Lavaca St and Park St, then south on Park St to W. Virginia St to Kenneth Ave, then north on Kenneth Ave to Woodrow St, then west on Woodrow St to Ogden Ave, then north on Ogden Ave to Lavaca St, then west on Lavaca St to the point of beginning, as depicted in the hatched area on the map below.



13. **Election Precincts 10 and 11** were modified to move territory formerly in in Election Precinct 10 into Election Precinct 11, with the point of beginning starting at the northeast corner by Crockett St and Orleans St, then northeast on Orleans St to Broadway St, then west on Broadway St to Magnolia St, then south on Magnolia St to the western point of projected line, then west along the projected line to S. Martin Luther King Jr Pkwy, then southeast on S. Martin Luther King Jr Pkwy to Crockett St, then northeast on Crockett St to the point of beginning, as depicted in the hatched area on the map below.

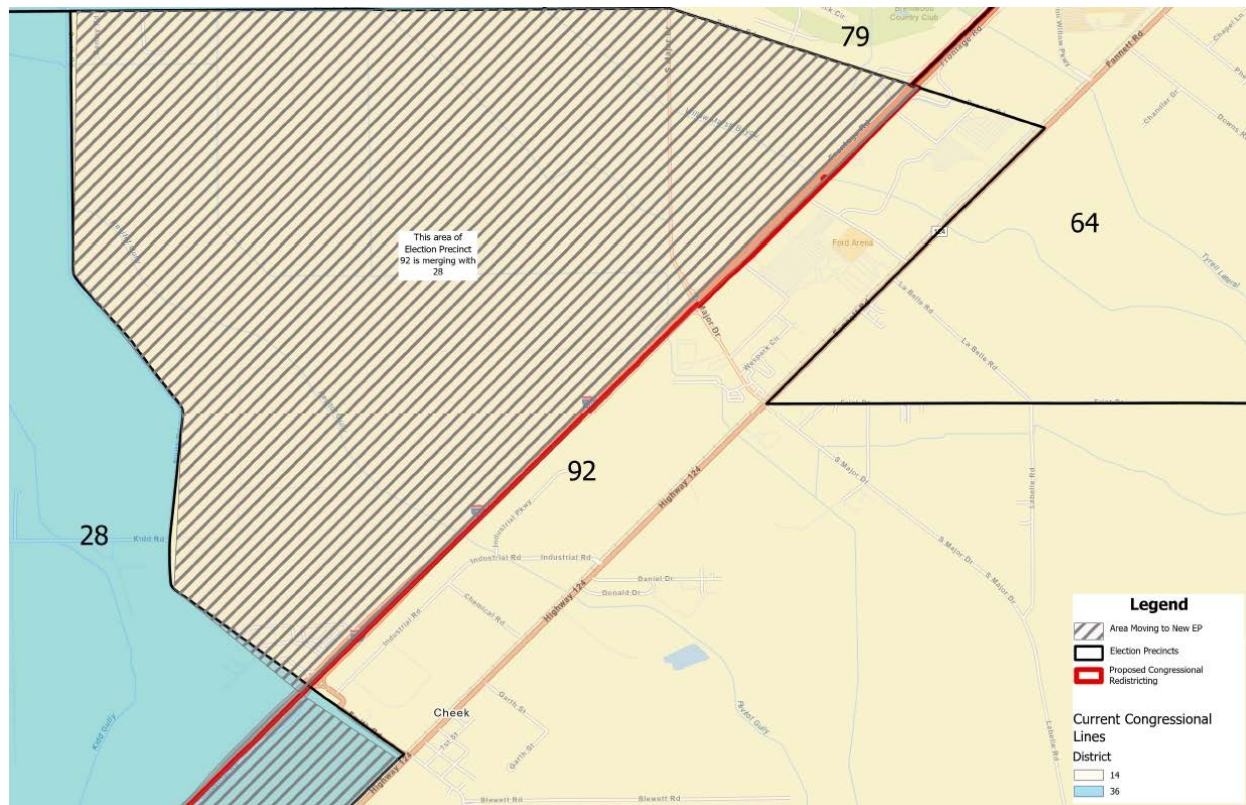


14. **Election Precincts 28 and 92** were modified to move territory formerly in in Election Precinct 28 into Election Precinct 92, with the point of beginning starting at the northeast corner by Hwy 124 and Smith Rd, then northwest on Smith Rd to Interstate 10, then southwest on Interstate 10 to FM 365, then east on FM 365 to Hwy 124, then north on Hwy 124 to the point of beginning, as depicted in the hatched area on the map below.



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15. **Election Precincts 92 and 28** were modified to move territory formerly in in Election Precinct 92 into Election Precinct 28, with the point of beginning starting at the northwest corner by Brooks Rd and Smith Rd, then south on Smith Rd to Interstate 10, then northeast on Interstate 10 to Brooks Rd, then west, northwest on Brooks Rd to the point of beginning, as depicted in the hatched area on the map below.



16. The Commissioners Court Hereby Orders that the boundaries of Election Precincts, **other than 10, 11, 13, 14, 19, 20, 28, 29, 91 and 92**, will not be changed by this Order. Attached are the 10 revised Election Precinct maps in complete form.

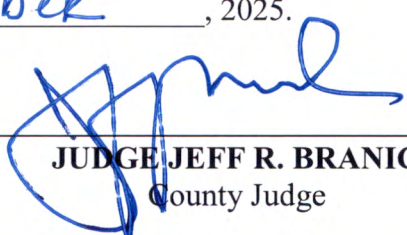
17. Jefferson County has County-wide polling. As such, voters can vote at any polling place in the County for an election held by the County. A list of all County polling places, listed by name of the location and address, for each Election held by the County, can be located using the interactive map found at: <https://www.jeffersonelections.com/>. Polling places are identified in the interactive map designated on the map with a location pin. The County Clerk of Jefferson County is charged with the obligation of designating polling places. Barring unforeseen circumstances, the polling places for the 2026 elections will not change from the 2024 primary/general elections. Thereafter, polling places will be changed in accordance with the law as determined by the County Clerk of Jefferson County.

18. Sections 42.005, 42.0051, 42.006 and 42.007 of the Texas Election Code contain various provisions related to the creation of election precincts. The Commissioners Court of Jefferson County, Texas hereby recognizes that in some cases, the provisions of Section 42.007 are impracticable, in that portions of the municipal ward lines contain little or no population, and that as stand-alone entities, such areas cannot constitute a separate election precinct of suitable size or shape that contains a permissible number of voters or cannot be combined with other territory on the same side of a political boundary to form an election precinct of a suitable size or shape without causing another election precinct to fail to meet those same requirement. This Order recognizes that where such conditions exist, the Elections Administrator is given discretion to allocate territory in such a manner as to obtain substantial compliance with the applicable statutes.

19. **Notice of Availability:** A copy of the entire redistricting plan shall be available for inspection by the public during regular business hours in the office of the County Clerk, or on the county website. www.jeffersoncountytexas.gov.

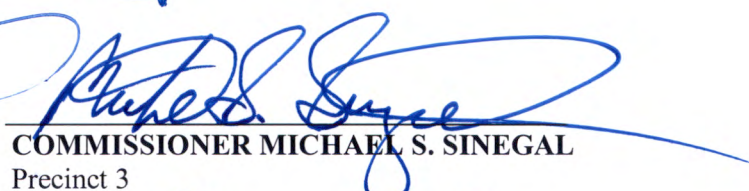
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Redistricting Plan depicted in the maps and data contained or reference by this Order are hereby APPROVED and ADOPTED by the Commissioners Court of Jefferson County, Texas. This Final Order and plan adopted by this Order shall be effective January 1, 2026, for the 2026 general and primary election, and for all subsequent elections until changed or modified by later Order.

Signed this 12th day of November, 2025.


JUDGE JEFF R. BRANICK
 County Judge

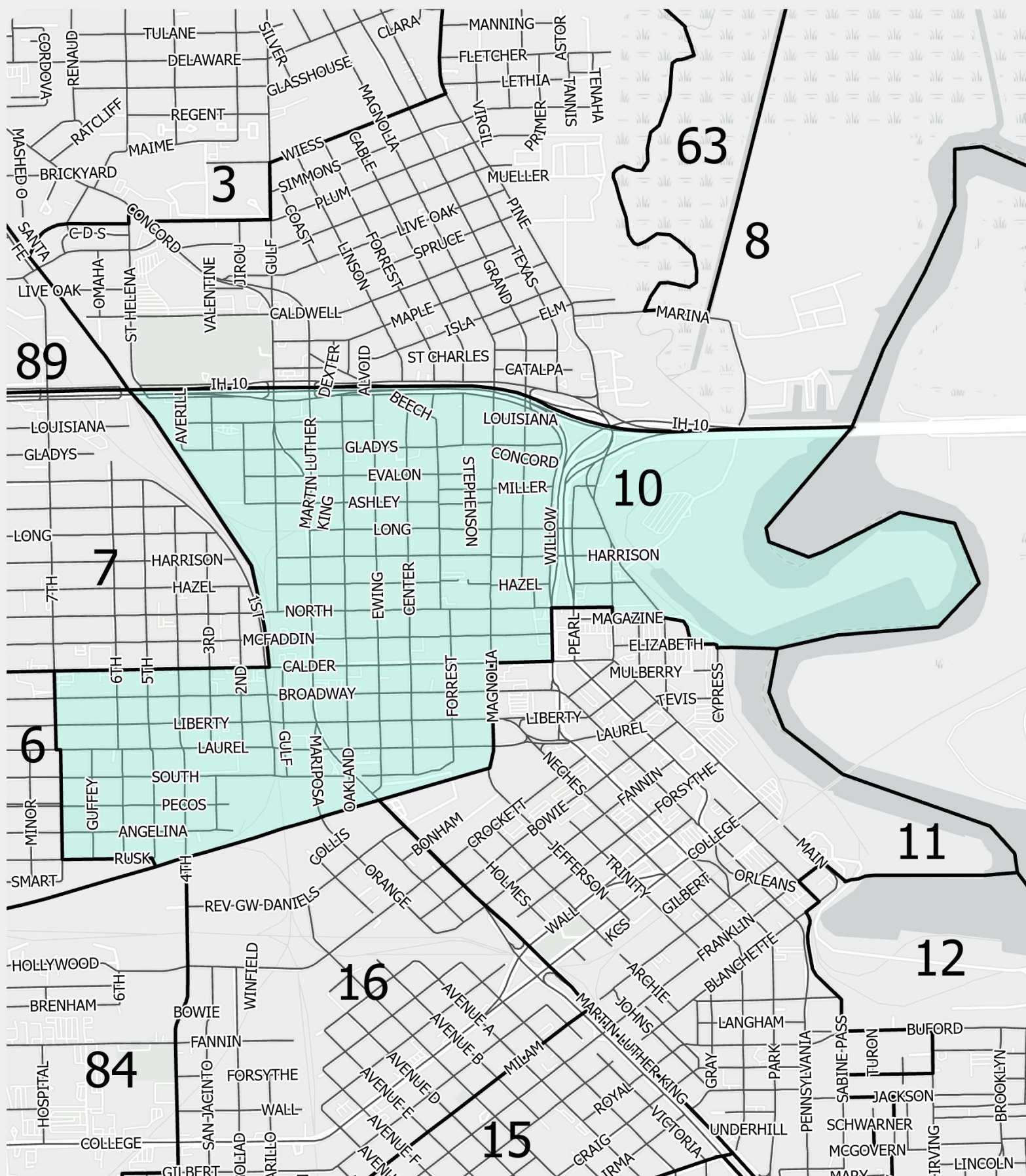



COMMISSIONER BRANDON WILLIS
 Precinct 1

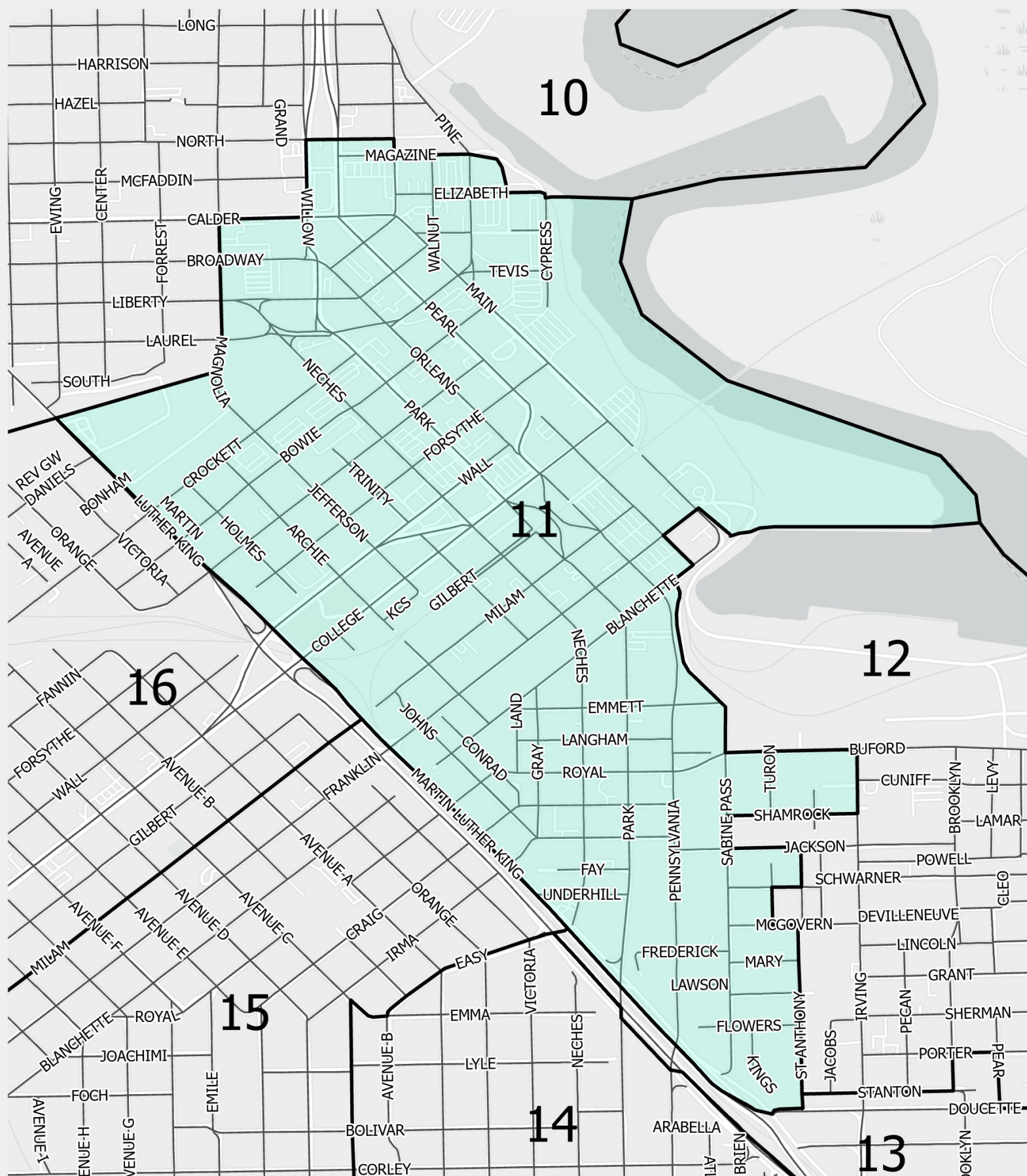

COMMISSIONER MICHAEL S. SINEGAL
 Precinct 3


COMMISSIONER CARY ERICKSON
 Precinct 2

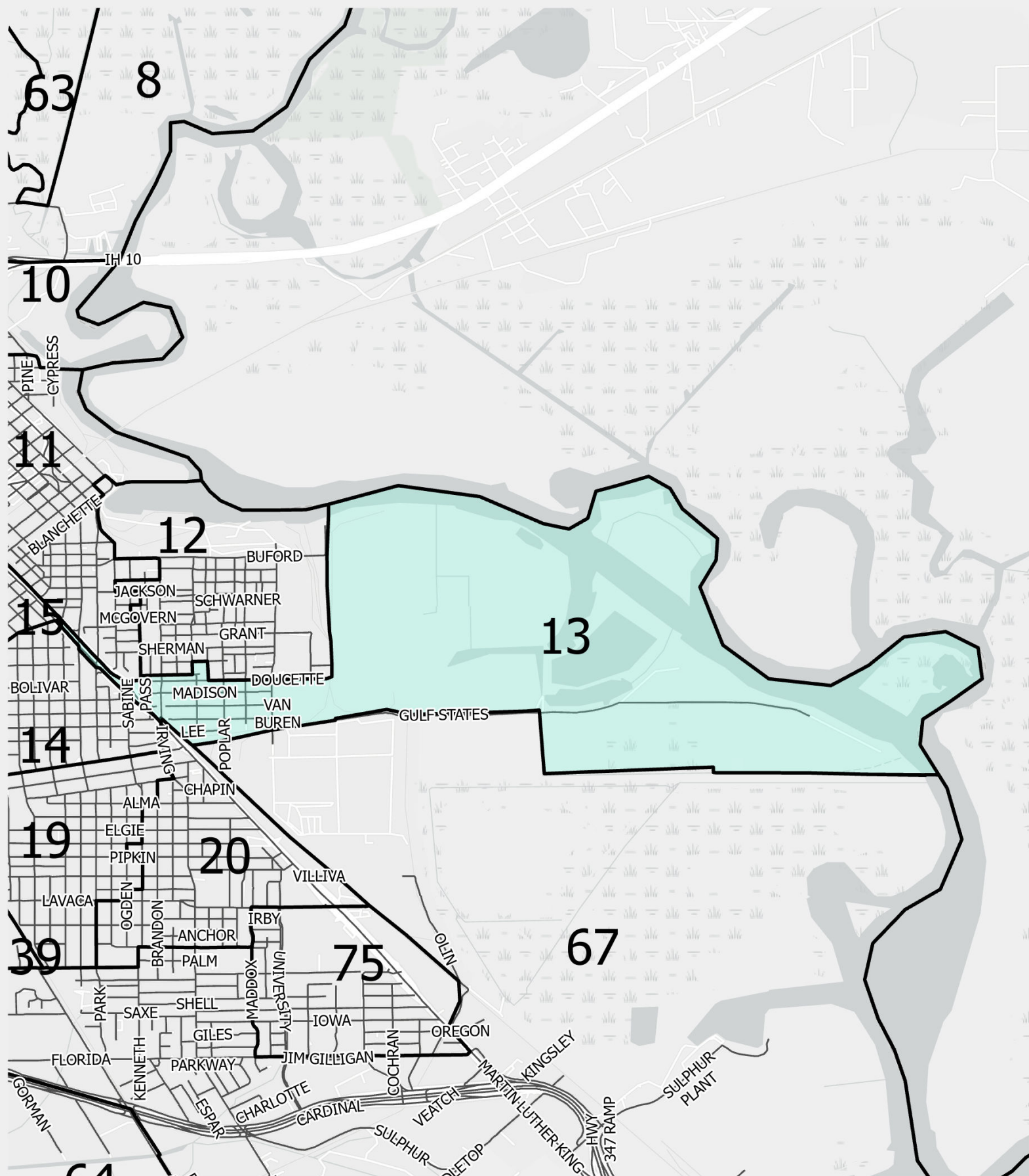

COMMISSIONER EVERETTE D. ALFRED
 Precinct 4



Jefferson County, Texas - Election Precinct No. 10
November 12, 2025



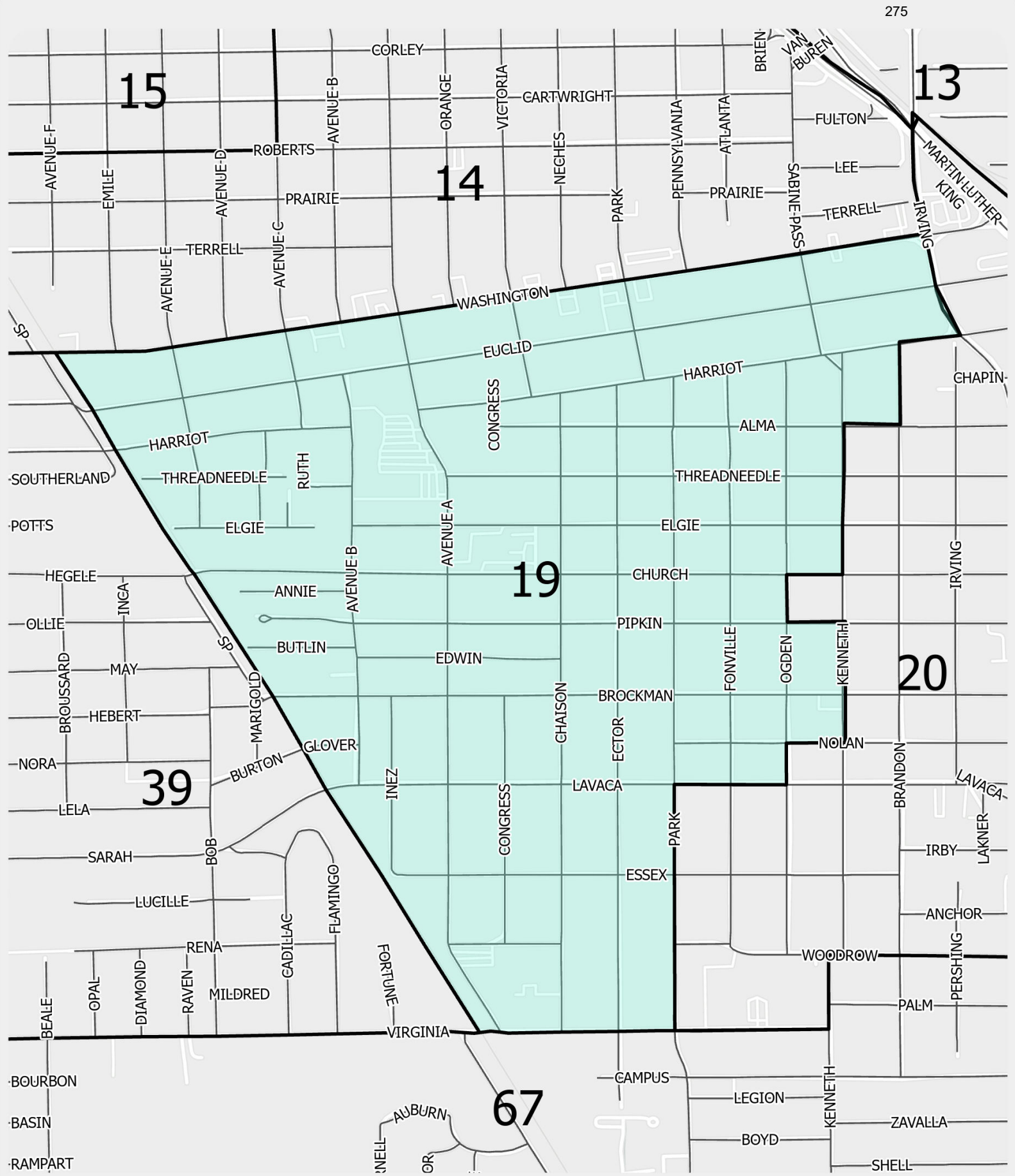
Jefferson County, Texas - Election Precinct No. 11
November 12, 2025



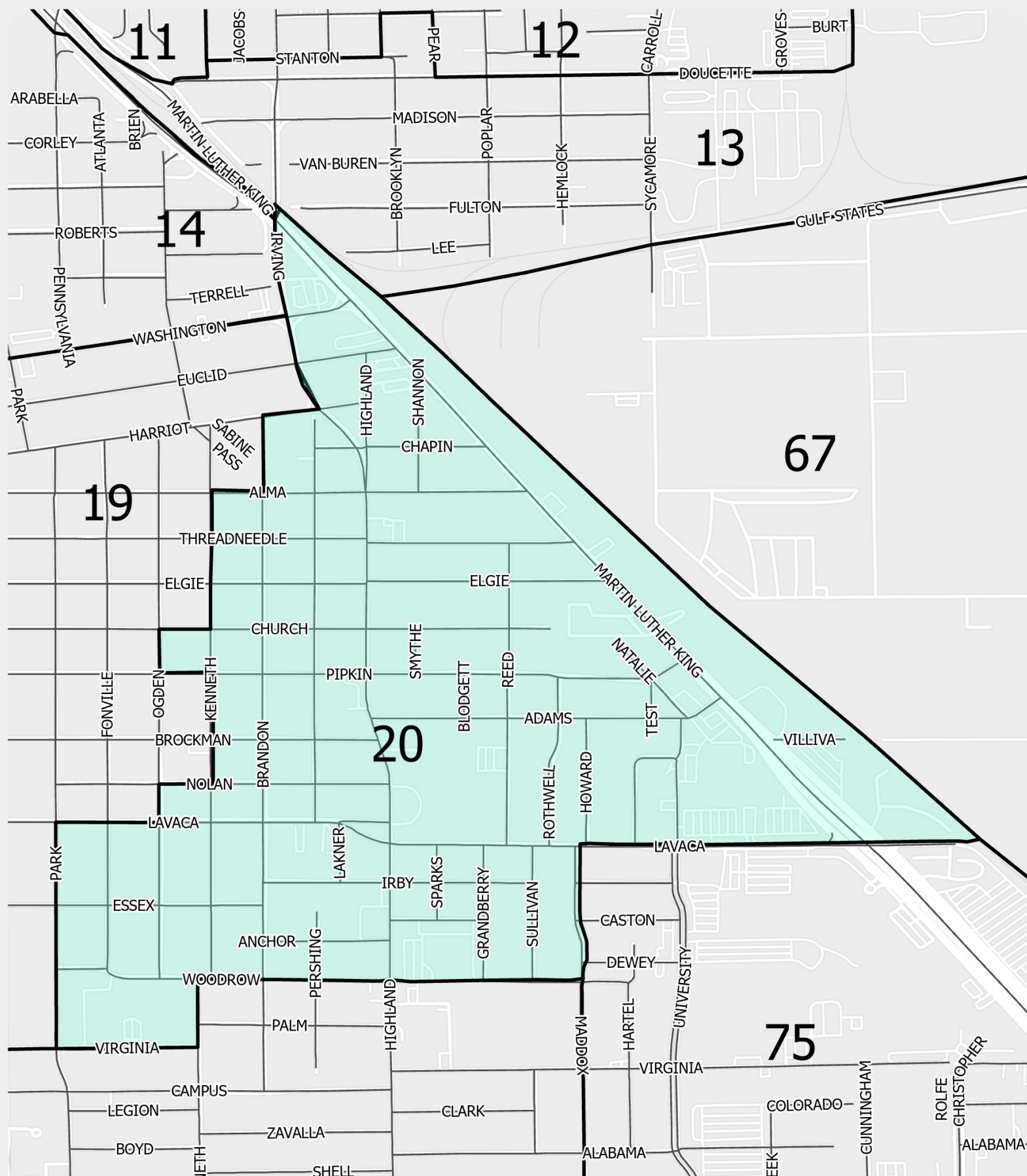
Jefferson County, Texas - Election Precinct No. 13
November 12, 2025



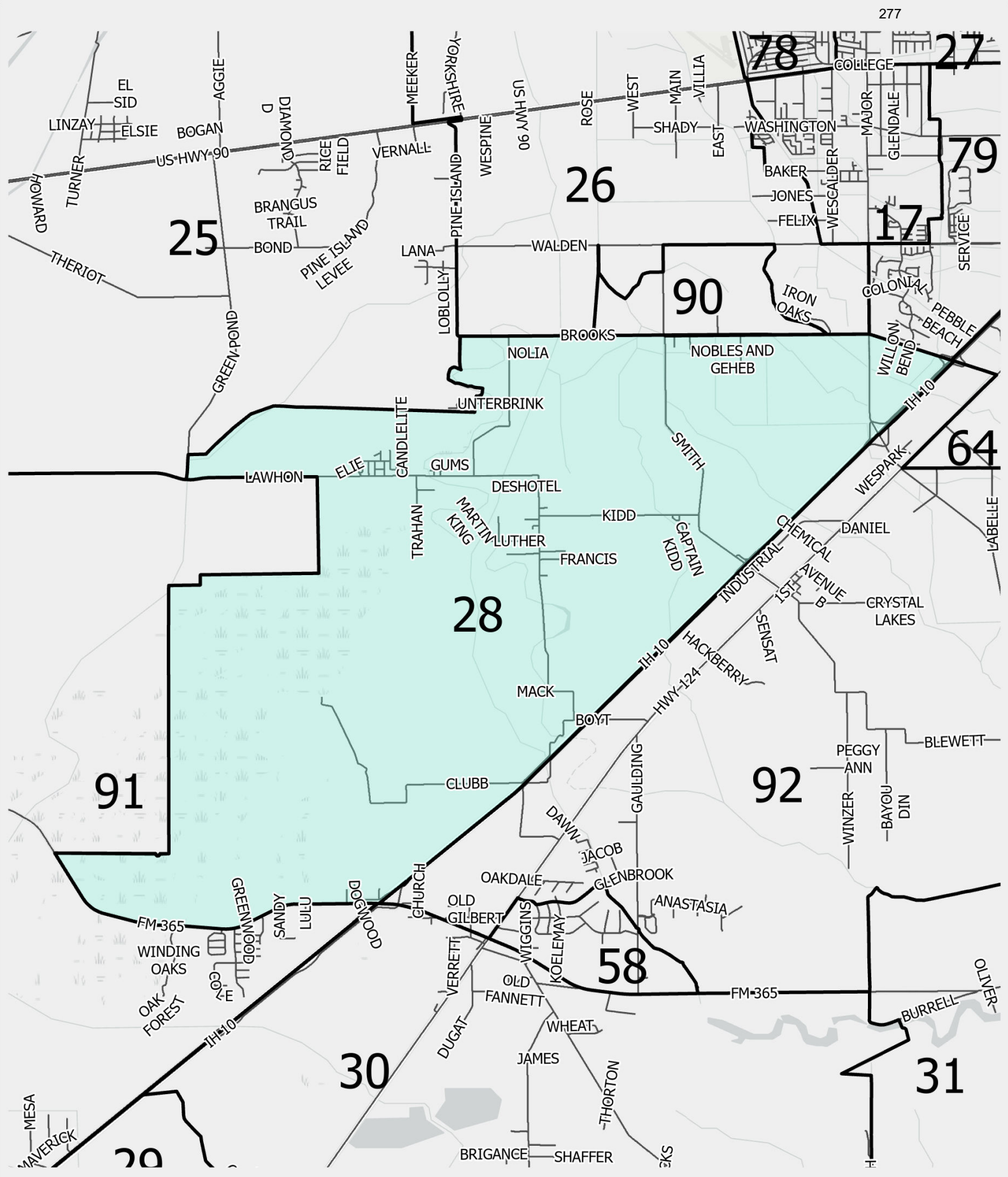
Jefferson County, Texas - Election Precinct No. 91
November 12, 2025



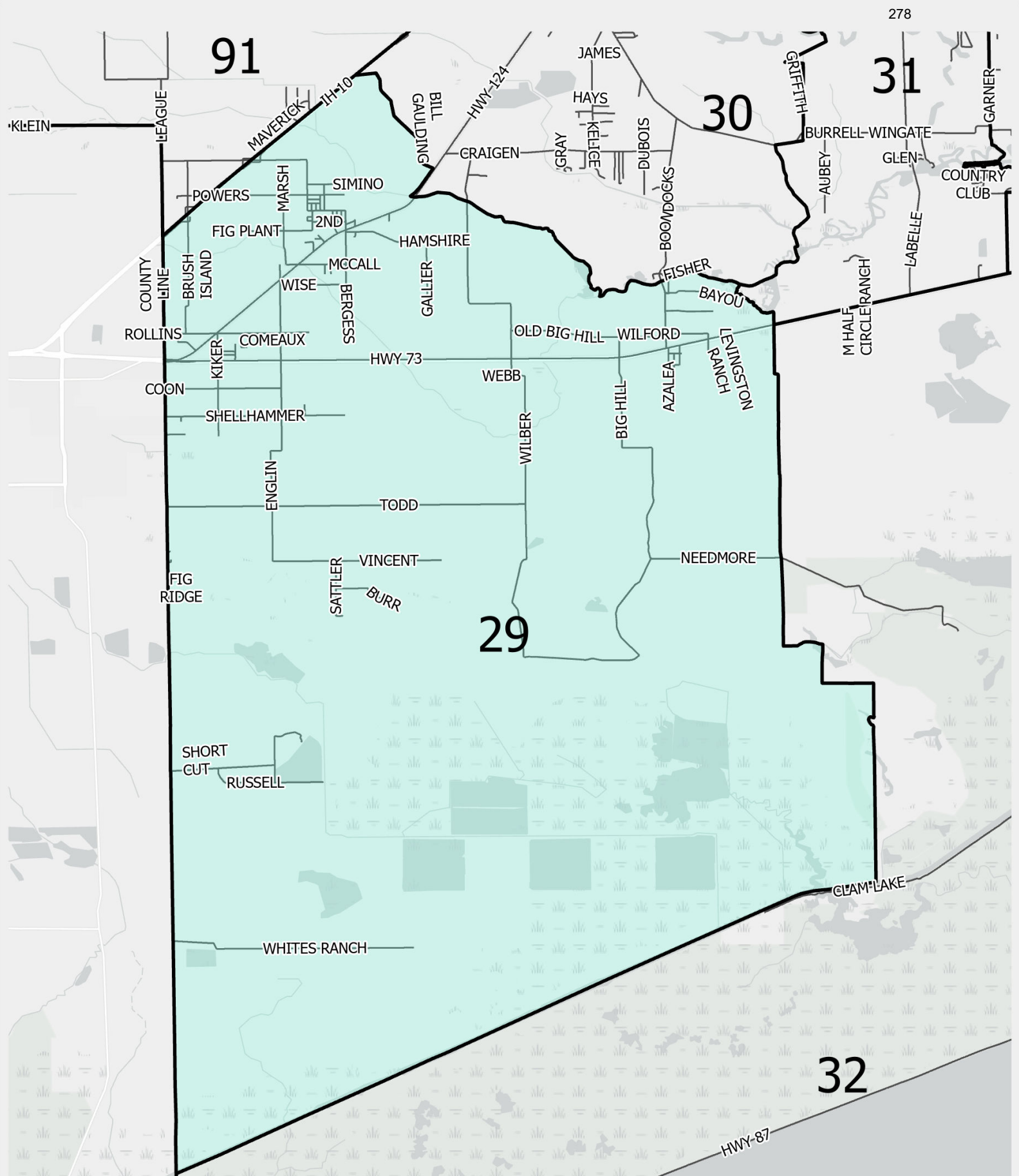
Jefferson County, Texas - Election Precinct No. 19
November 12, 2025



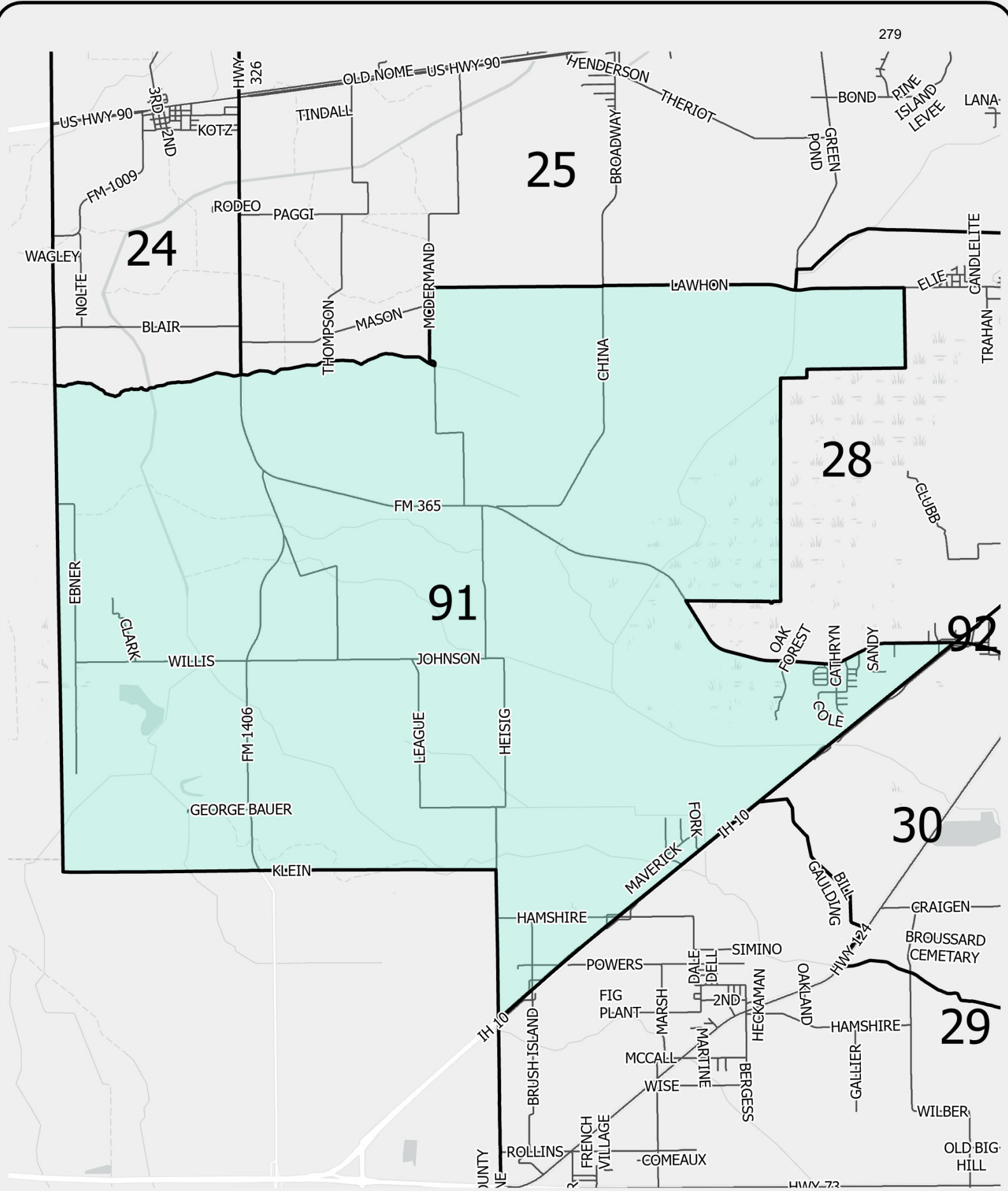
Jefferson County, Texas - Election Precinct No. 20
November 12, 2025



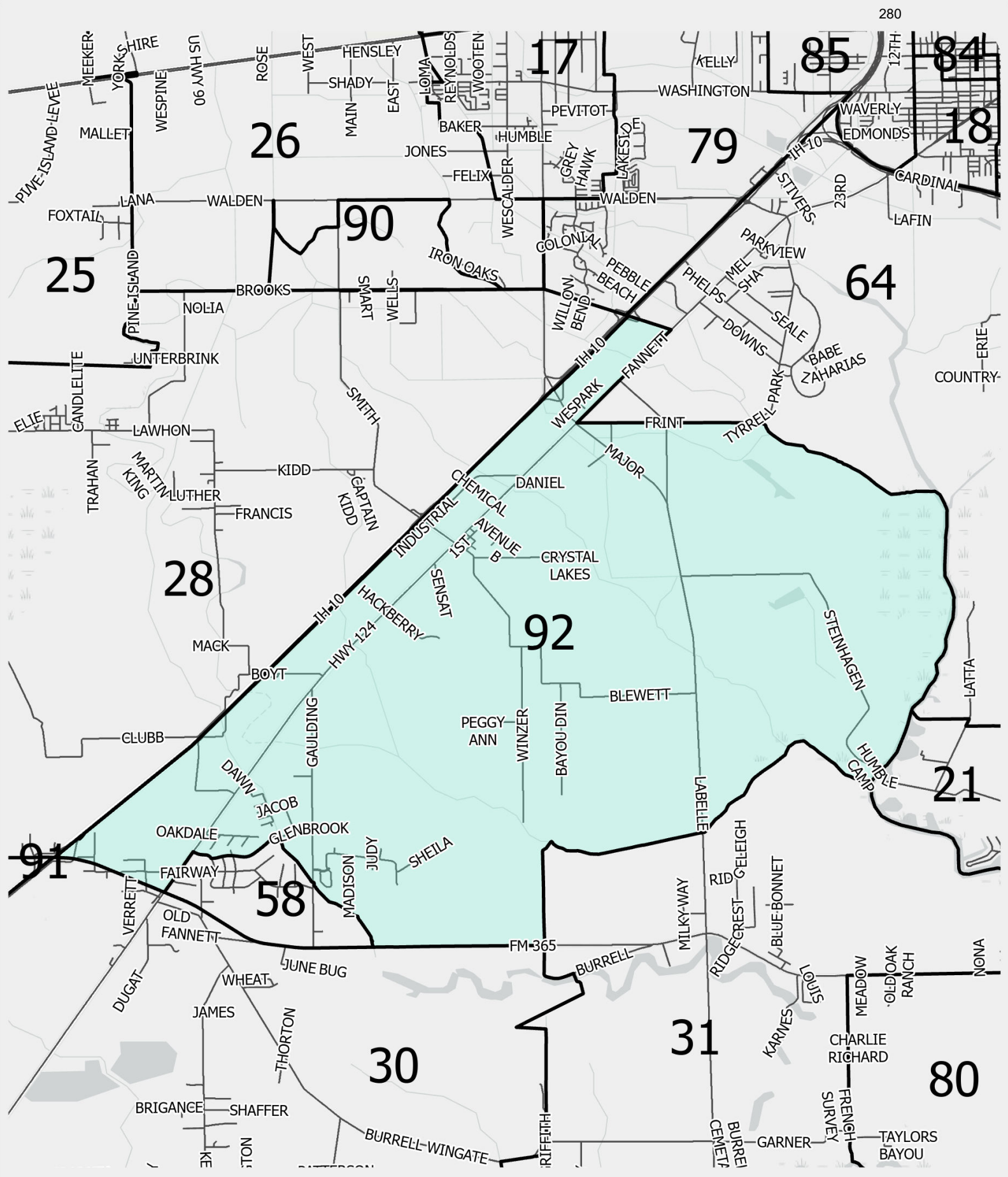
Jefferson County, Texas - Election Precinct No. 28
November 12, 2025



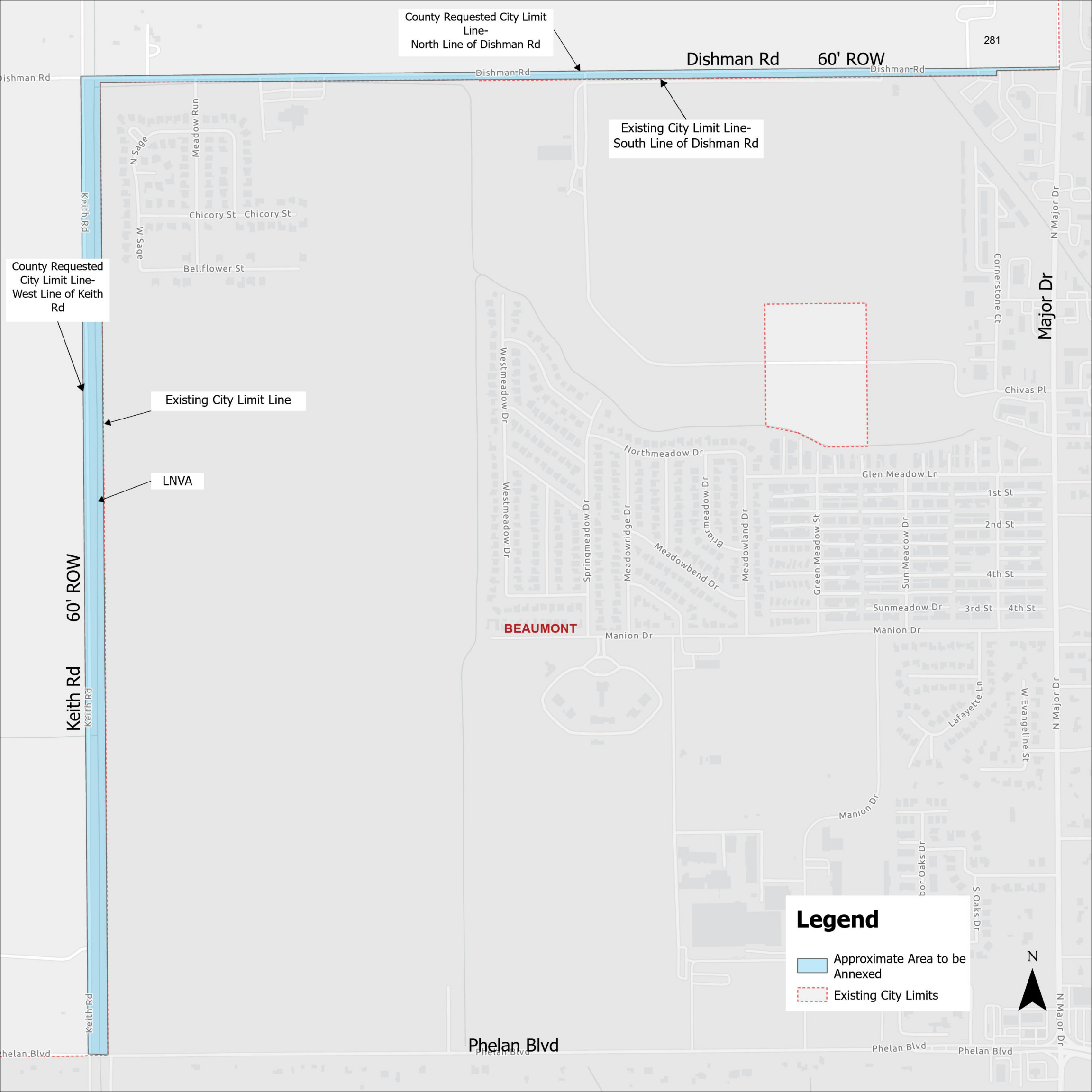
Jefferson County, Texas - Election Precinct No. 29
November 12, 2025



Jefferson County, Texas - Election Precinct No. 91
November 12, 2025



Jefferson County, Texas - Election Precinct No. 92
November 12, 2025





Jeff Branick
County Judge

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

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

November 12, 2025

City of Beaumont
Attn: Roy West, Mayor
801 Main St.
Beaumont, TX 77701

Re: Request for Annexation of County Roads and Intersections

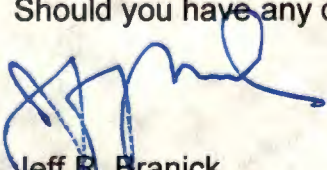
Dear Mayor West,

The Meadows development is a ten-phase subdivision project. Currently four phases have been completed. The subdivision currently uses Dishman Road as ingress and egress. Two additional phases are set to start in the near future. Another ingress and egress will be placed on Keith Road. Since the development of The Meadows is on city land that abuts to Dishman Road and Keith Road, both county roads, and are or are planned to be utilized by The Meadows, the Jefferson County Commissioners' Court requests the City to ordinance annex portions of these two roads as generally shown on the attached Exhibit A pursuant to Texas Local Government Code §43.1055. The proposed relocation of the City Limit would be described as:

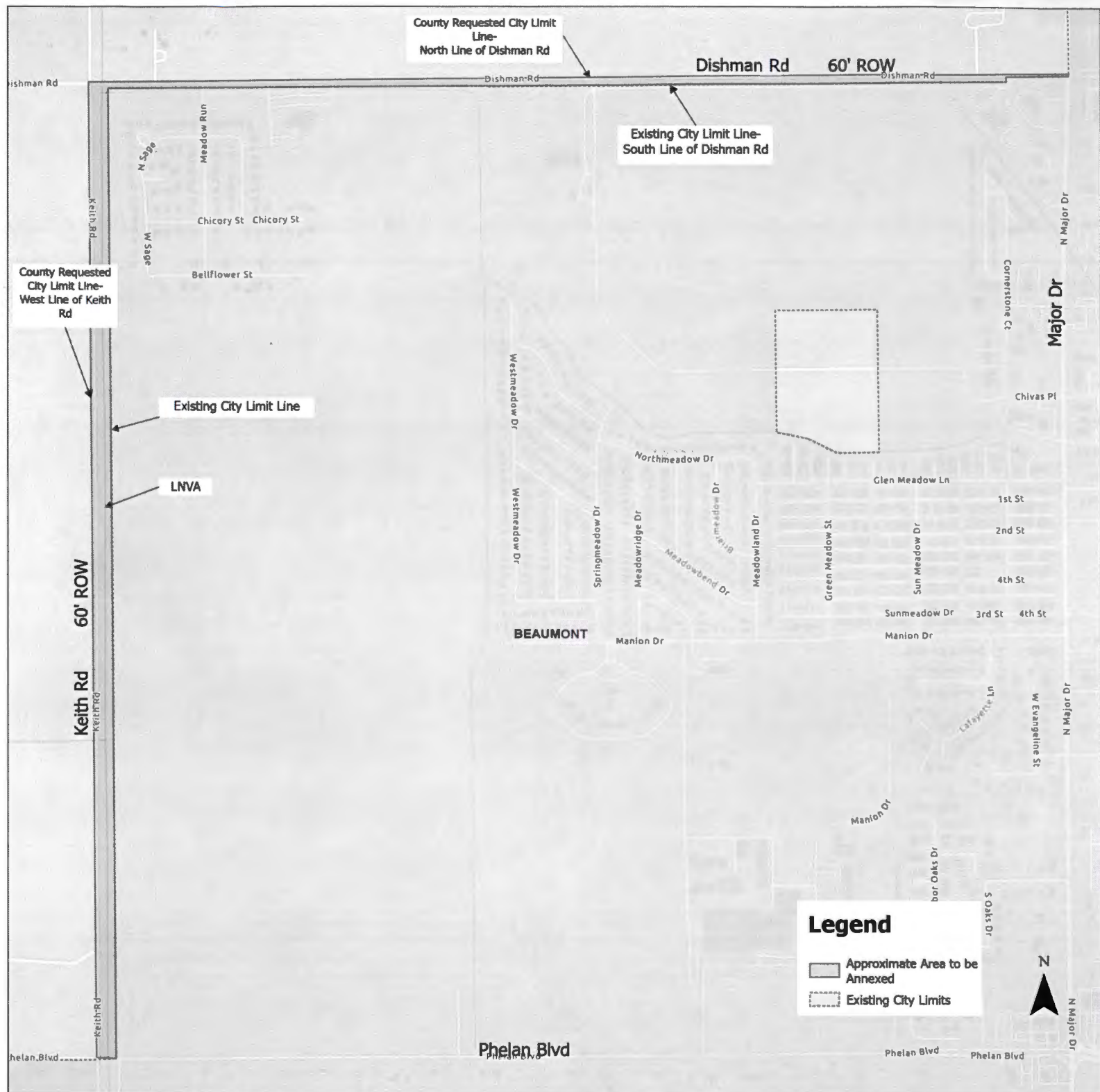
Along Dishman Road: Modify the City Limit Line from the current location to the north Right of Way (ROW) line of Dishman Road extending from the west ROW line of Major Drive to the west ROW line of Keith Road;

Along Keith Road: Modify the City Limit Line from the current location to the West line of Keith Road to extend from the north line of Dishman to the south line of Phelan Blvd.

Intersections: The requested annexation is understood to include the intersection of Dishman Road and Keith Road and the intersection of Keith Road and Phelan Blvd. Should you have any questions, please feel free to contact me to discuss.



Jeff R. Branick
County Judge
Jefferson County



Permit Number: 04-P-25Precinct Number: 1,2 & 4Bond Number: CMS0359033**APPLICATION FOR PIPE LINE PERMIT**Date: 10/15/2025

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Trident Intrastate Pipeline LLC , (Company)

does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:

Uncased Natural Gas Pipeline of 42" to be constructed in Jefferson County with use temporary access driveways

across multiple county roads as shown on the attached drawings (Main Line)

Number of drawings attached 8

Construction will begin on or after January 2, 20 26

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on November 12, 2025 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

8 Road crossing @\$100.00 \$ 800.00

 Miles parallel @\$150.00/mile or fraction \$

TOTAL \$ 800.00

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

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

Trident Intrastate Pipeline LLC

Company Name

Melissa Cowan, Attorney-in-Fact

Company Representative Name/Title

1001 Louisiana St., Suite 1000, Houston , TX 77002

Address

701-334-6530

Phone Number

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 40,000



County Engineer

11/12/2025

Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 40,000.
Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

PERMIT PERFORMANCE BONDBond No. CMS0359033

KNOW ALL MEN BY THESE PRESENTS, that we, Kinder Morgan Tejas Pipeline, LLC, 1001 Louisiana St., Ste 1000, Houston, TX 77002, as Principal, and RLI Insurance Company, licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County Commissioner's Court, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701 (Obligee), in the penal sum of Forty Thousand and No/100 Dollars (\$40,000.00), lawful money of the United State of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has obtained a permit from the Obligee to work within the public right-of-way as indicated on the permit. 8 road crossing for Trident

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall repair or install said facilities in the right-of-way as set forth in said permit; and complete, or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the Obligee. If the restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until the permit expires. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

This bond shall become effective the 11th day of August, 2025, and may be terminated by thirty (30) days written notice of cancellation by the Surety. The liability of the Surety under this bond shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 11th day of August, 2025.

Kinder Morgan Tejas Pipeline, LLC
(Principal)

Witness

Tinsna Shepherd

By

[Signature]
Chris Graeter, Vice President

RLI Insurance Company
(Surety)

Witness

Ashley Coleman
Ashley Coleman

By

[Signature]
Stephanie Moore Harold, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Marc W. Boots, Vickie Lacy, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Ryan Varela, Stephanie Moore
Harold, Dylan Young, Melanie Salinas, jointly or severally

in the City of Houston, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars
(\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 17th day of October, 2024.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By:

Eric Raudins

Sr. Vice President

State of Illinois

County of Peoria

} SS

CERTIFICATE

On this 17th day of October, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Jill A. Scott

Notary Public



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11th day of August, 2025.

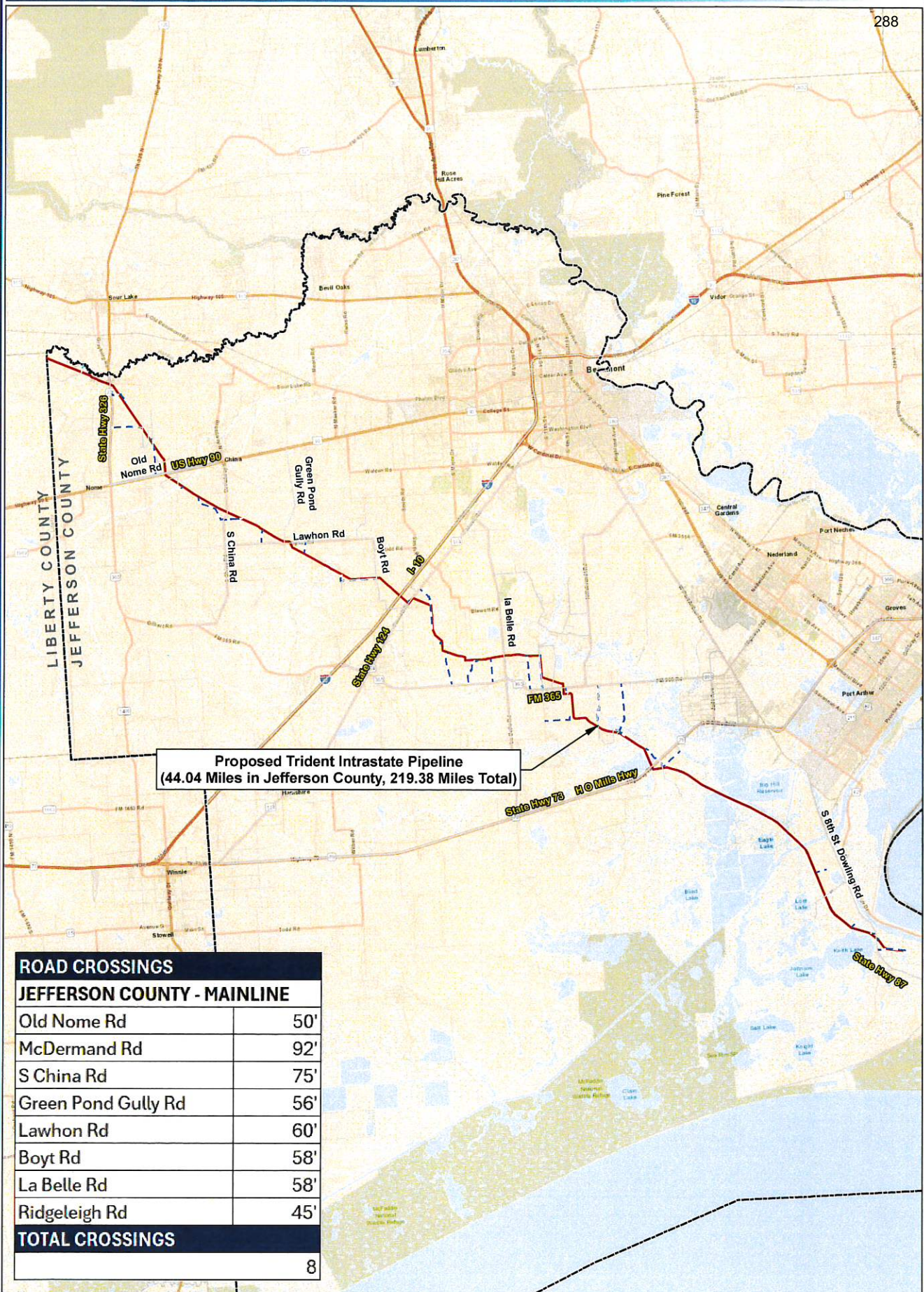
RLI Insurance Company

Contractors Bonding and Insurance Company

By:

Jeffrey D. Dick

Corporate Secretary



Proposed Trident Intrastate Pipeline
(44.04 Miles in Jefferson County, 219.38 Miles Total)

ROAD CROSSINGS	
JEFFERSON COUNTY - MAINLINE	
Old Nome Rd	50'
McDermard Rd	92'
S China Rd	75'
Green Pond Gully Rd	56'
Lawhon Rd	60'
Boyt Rd	58'
La Belle Rd	58'
Ridgeleigh Rd	45'
TOTAL CROSSINGS	
	8



- LEGEND**
- Access Roads
 - Trident Intrastate Pipeline
 - County Boundary



KINDER MORGAN

COUNTY: JEFFERSON

DATE: 7/9/2025 SHEET: PAGE 1 of 1

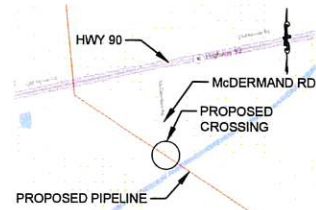
LEGEND

R/W RIGHT OF WAY
 FM FARM TO MARKET
 MIN. MINIMUM
 CLR. CLEARANCE
 ———— EXISTING PIPELINE
 ———— POWER LINE
 — x — FENCE
 ———— PROPERTY LINE
 ● POWER POLE



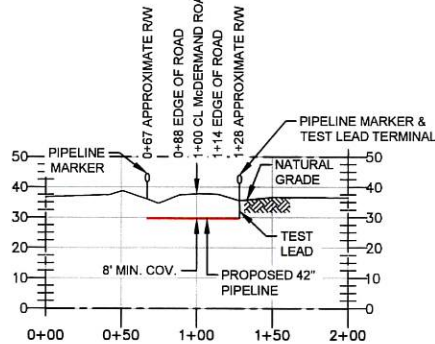
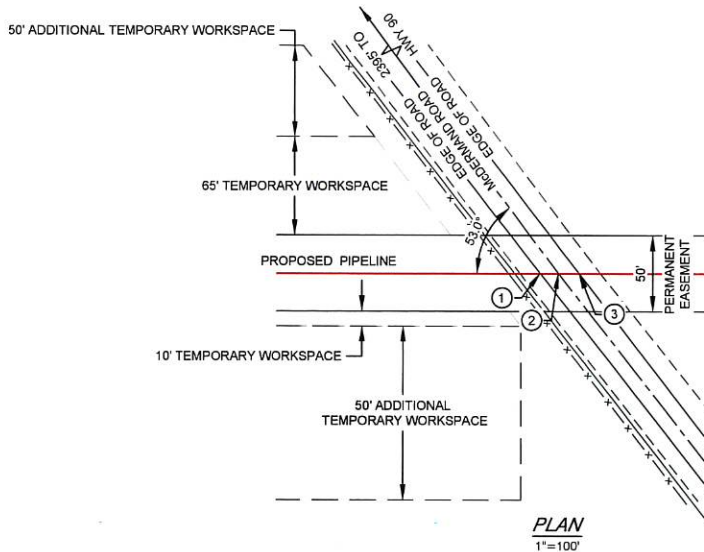
LOCATION COORDINATES

1. X= 4184359.50
 Y= 10027787.04
 2. X= 4184369.63
 Y= 10027780.49
 3. X= 4184381.09
 Y= 10027772.70



VICINITY MAP

N.T.S.



02-JULY-2025

NOTE:

- DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
- EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
- ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
- CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
- CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.



CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
 CODE: 49 CFR PART 192.111/ASME B31.8
 CLASS LOCATION: 1
 DESIGN FACTOR: 0.60
 PIPE: 42" O.D., 0.720" w.t., API 5L X70, PSL2
 CASING: NOT APPLICABLE
 COATING: 14-16 MILS FBE, 30-40 MILS ARO
 M.A.O.P.: 1,440 PSIG
 PIPELINE CATHODICALLY PROTECTED
 METHOD OF INSTALLATION: BORE

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	JRW	VLG	GLC		

KINDER MORGAN

TRC
 Houston, TX PH: (281) 616-0100
 LIC. No. TX-F-82

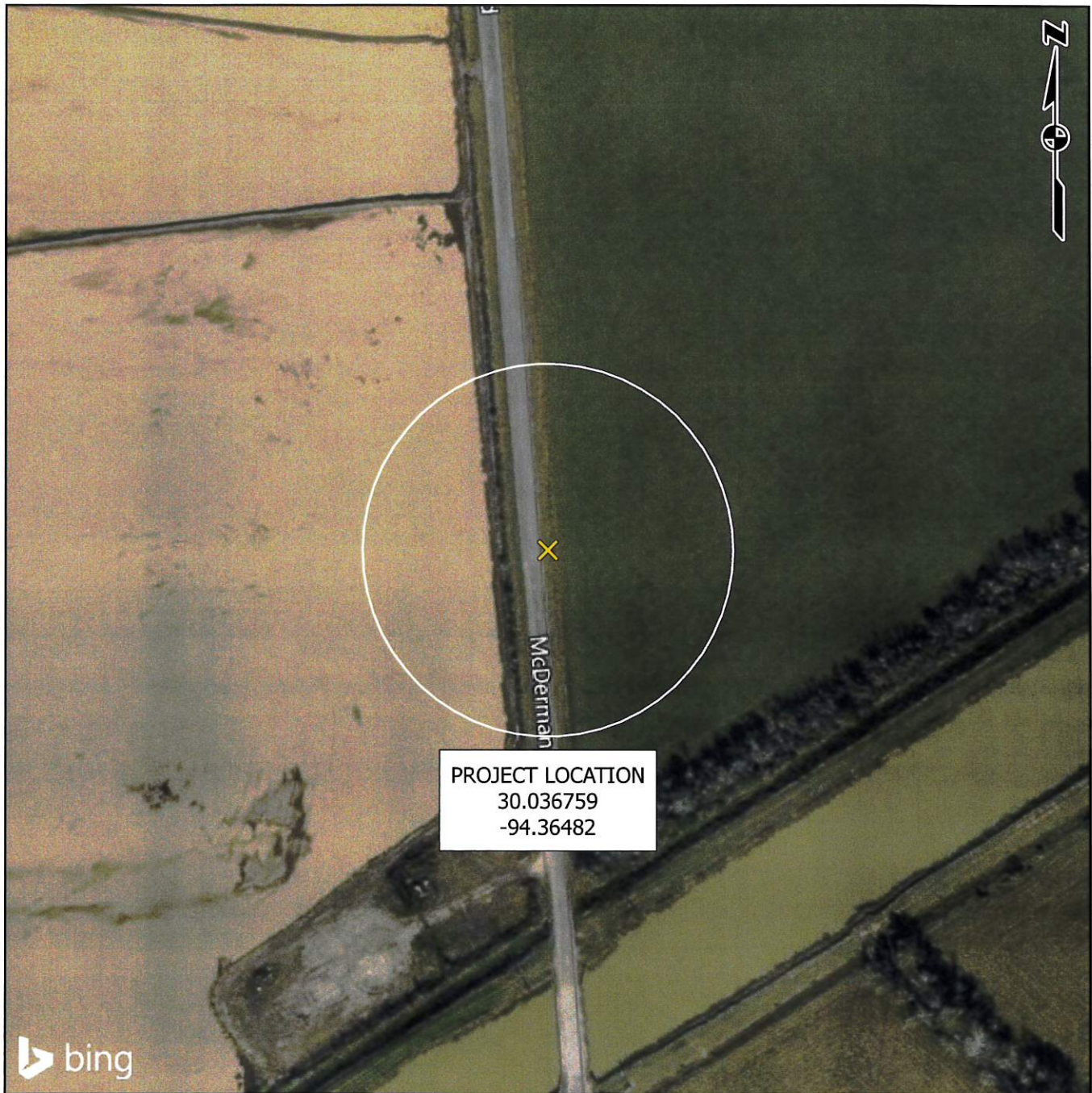
DRAWING ISSUES	CONSTRUCTION	LAST ORIG.			
	BIDS	LAST ORIG.			
	APPROVAL	LAST ORIG.			
	INFORMATION	LAST ORIG.			
	ISSUED FOR:	SIGNATURE	DATE	REV.	
DRAWING APPROVALS	DRAWN: VLG		DATE:	05/05/25	
	CHECKED: JW		DATE:	05/05/25	
	ENGINEER:		DATE:		
	TRC:		DATE:		
	CLIENT:		DATE:		
	CLIENT:		DATE:		

ROAD CROSSING PERMIT

TRIDENT PIPELINE
 McDERMAND ROAD (PRECINCT 1)
 JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-001	1 OF 1	A

01-Jul-2025 : 10:44 AM



LOCATION MAP
McDermann Road E



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE	7/30/2025	
NO.	REVISION	DATE	APPR.

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS	7/30/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1



LOCATION MAP
McDermand Road W



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

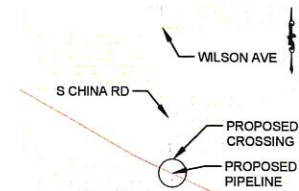
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
---	EXISTING PIPELINE
---	POWER LINE
-x-x-	FENCE
- - -	PROPERTY LINE
●	POWER POLE

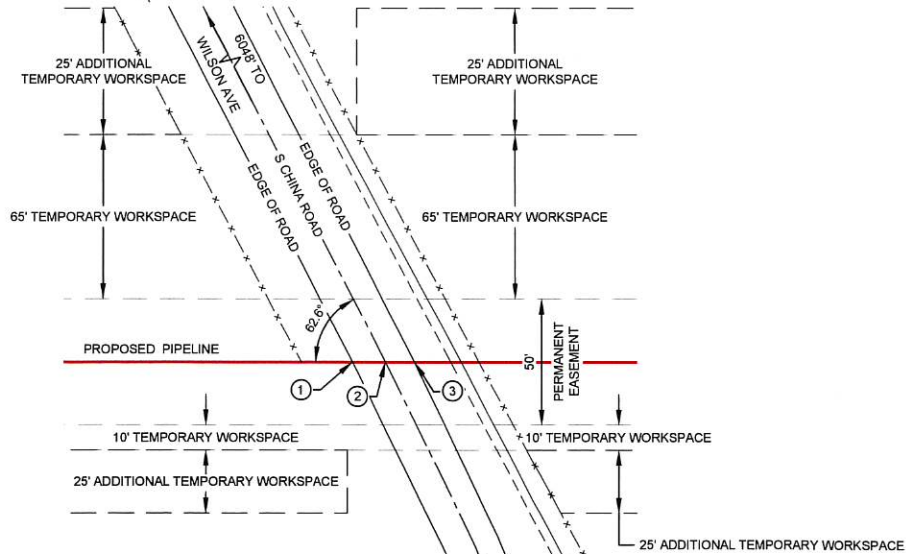
LOCATION COORDINATES

1. X= 4194269.44
Y= 10021995.43
2. X= 4194281.42
Y= 10021990.00
3. X= 4194291.84
Y= 10021985.16



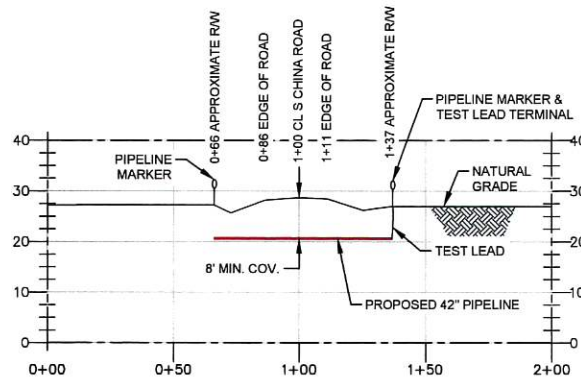
VICINITY MAP

N.T.S.



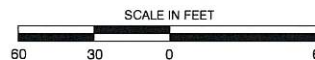
PLAN

1"=60'



CROSSING LENGTH - 71' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=60' H
1"=30' V

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
 CODE: 49 CFR PART 192.111/ASME B31.8
 CLASS LOCATION: 1
 DESIGN FACTOR: 0.60
 PIPE: 42" O, 0.720" w.t., API 5L X70, PSL2
 CASING: NOT APPLICABLE
 COATING: 14-16 MILS FBE, 30-40 MILS ARO
 M.A.O.P.: 1,440 PSIG
 PIPELINE CATHODICALLY PROTECTED
 METHOD OF INSTALLATION: BORE



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN



DRAWING ISSUES	CONSTRUCTION	LAST ORIG.			
	BIDS	LAST ORIG.			
	APPROVAL	LAST ORIG.			
	INFORMATION	LAST ORIG.			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	VLG	DATE:	05/05/25	
	CHECKED:	JW	DATE:	05/05/25	
	ENGINEER:		DATE:		
	TRC:		DATE:		
	CLIENT:		DATE:		

ROAD CROSSING PERMIT

TRIDENT PIPELINE
 S CHINA ROAD (PRECINCT 1)
 JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-003	1 OF 1	A

01-Jul-2025 : 10:47 AM



PROJECT LOCATION
30.019577
-94.334479

LOCATION MAP
S China Road E



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE	7/30/2025	
NO.	REVISION	DATE	APPR.

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS	7/30/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1



PROJECT LOCATION
30.019684
-94.334686

LOCATION MAP
S China Road W



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

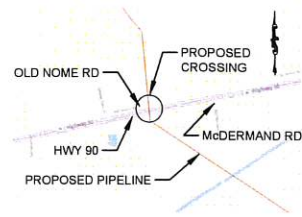
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
---	EXISTING PIPELINE
- - -	POWER LINE
x - x	FENCE
- - -	PROPERTY LINE
●	POWER POLE

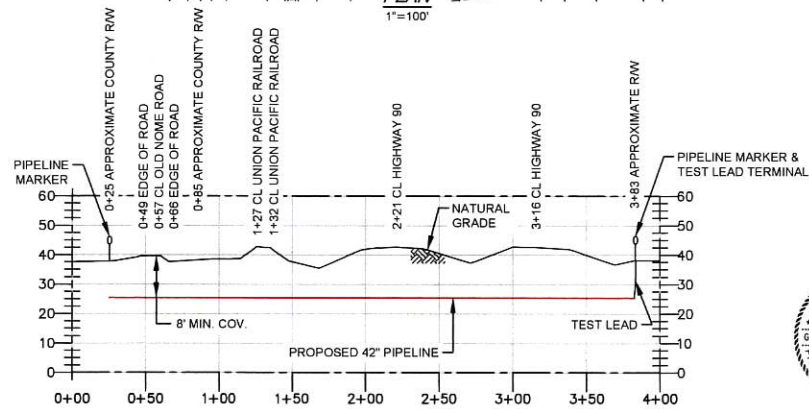
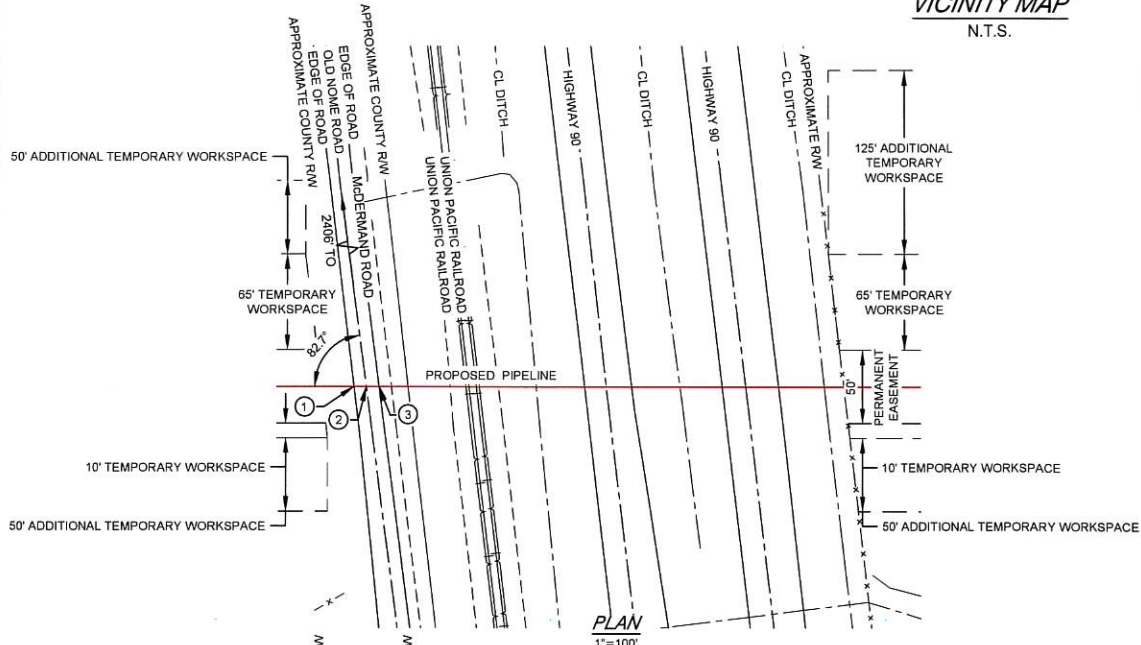
LOCATION COORDINATES

1. X= 4181817.26
Y= 10029954.11
2. X= 4181818.03
Y= 10029945.96
3. X= 4181818.86
Y= 10029937.16



VICINITY MAP

N.T.S.



CROSSING LENGTH - 60' (APPROX. COUNTY RW TO COUNTY APPROX. RW)



02-JULY-2025

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
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4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

PROFILE

1"=100' H
1"=50' V

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
CARRIER PIPE: 42" O.D., 0.500" W.T., API 5L X70, PSL2
CASING: UNCASING
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	06/27/25	ISSUED FOR PERMIT	VLG	JRW	GLC		

KINDER MORGAN

TRC
Houston, TX PH: (281) 616-0100
LIC. No. TX-F-82

DRAWING ISSUES	CONSTRUCTION	LAST			
	BIDS	LAST			
	APPROVAL	LAST			
	INFORMATION	LAST			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	VLG	DATE:	06/27/25	
	CHECKED:	JRW	DATE:	26/27/25	
	ENGINEER:		DATE:		
	TRC:		DATE:		
	CLIENT:		DATE:		

ROAD CROSSING PERMIT

TRIDENT PIPELINE
OLD NOME ROAD (PRECINCT 1)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-009	1 OF 1	A

01-JUL-2025 : 10:59 AM



LOCATION MAP
Old Nome Rd (N)

		11767 Katy Fwy STE 230 Houston, TX 77079 (281) 616-0100		LOCATION MAP TEMPORARY DRIVEWAY PERMIT				
		A	INITIAL ISSUE				7/9/2025	
NO.	REVISION	DATE	APPR.					
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET	
NTS	7/9/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1	



LOCATION MAP
Old Nome Rd (S)



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE			7/30/2025	
NO.	REVISION			DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED	
NTS	7/30/2025	TRC	TRC		

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

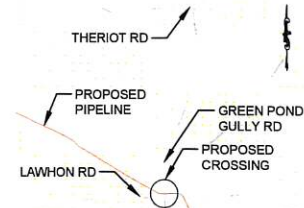
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

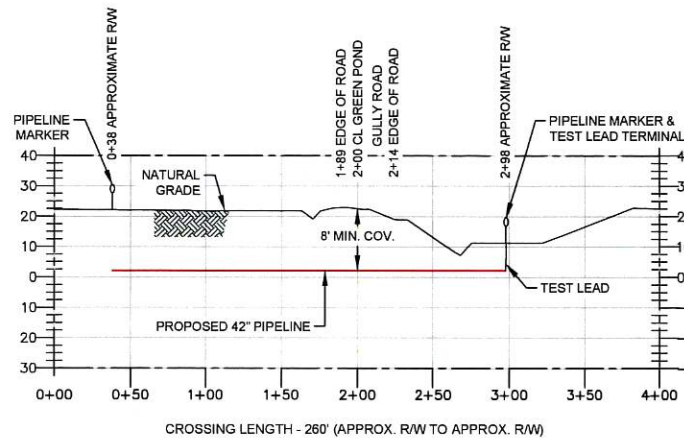
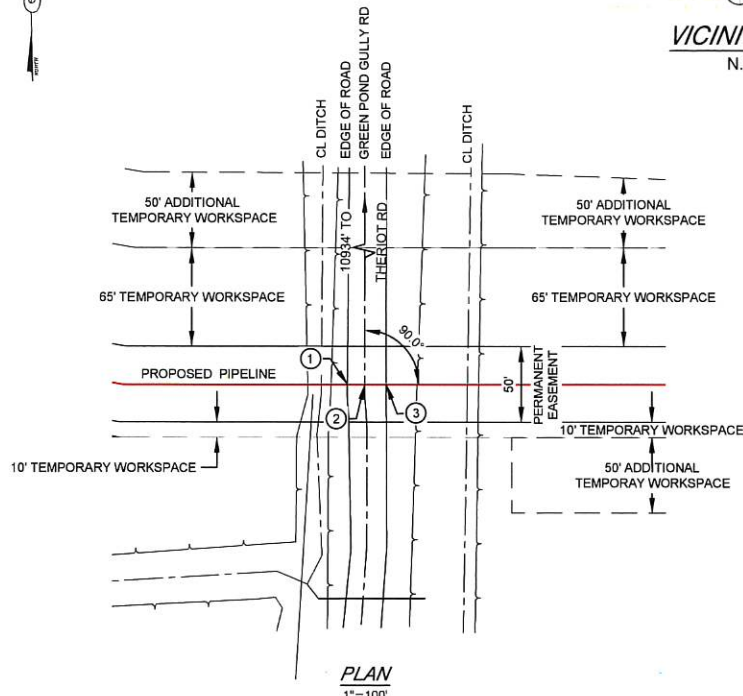
R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
---	EXISTING PIPELINE
---	POWER LINE
-x-x-	FENCE
●	PROPERTY LINE
●	POWER POLE

(X) LOCATION COORDINATES

1. X= 4205663.31
Y= 10016109.48
2. X= 4205674.74
Y= 10016109.65
3. X= 4205688.83
Y= 10016109.85



VICINITY MAP
N.T.S.



CROSSING LENGTH - 260' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=100' H
1"=50' V



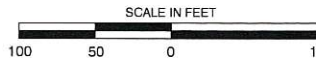
02-JULY-2025

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O.D. 0.720" W.T., API 5L X70, PSL2
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE



NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN



DRAWING ISSUES	CONSTRUCTION	LAST				
		ORIG.				
	BIDS	LAST				
		ORIG.				
	APPROVAL	LAST				
		ORIG.				
	INFORMATION	LAST				
		ORIG.				
	ISSUED FOR:	SIGNATURE		DATE		REV.
DRAWING APPROVALS	DRAWN:	VLG		DATE:	05/05/25	
	CHECKED:	JW		DATE:	05/05/25	
	ENGINEER:			DATE:		
	TRC:			DATE:		
	CLIENT:			DATE:		
	CLIENT:			DATE:		

ROAD CROSSING PERMIT

TRIDENT PIPELINE
GREEN POND GULLY ROAD (PRECINCT 1)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-007	1 OF 1	A

01-JUL-2025 10:56 AM



PROJECT LOCATION
30.001766
-94.299529

LOCATION MAP
Green Pond Gully Road E

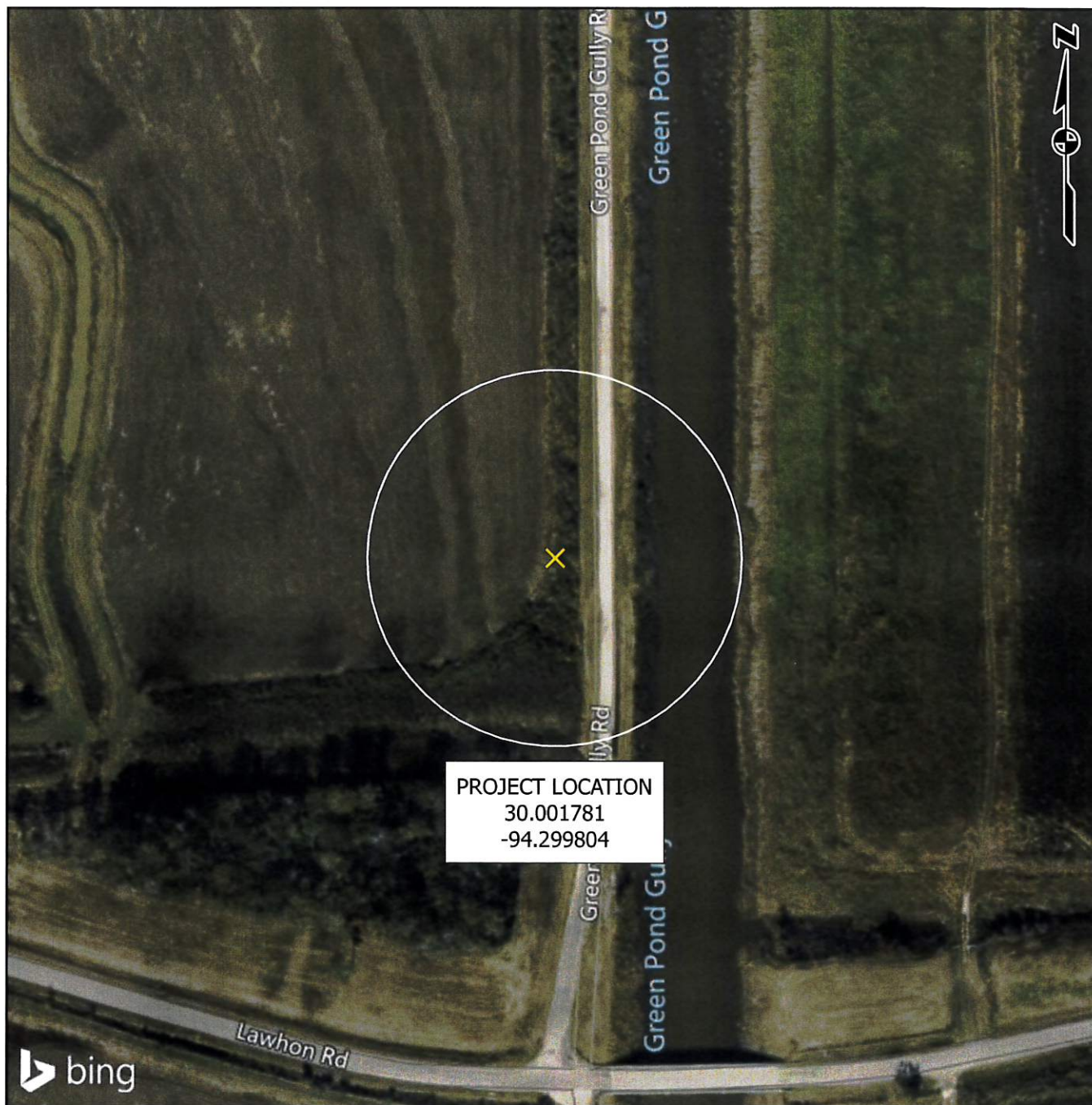


11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1



PROJECT LOCATION
30.001781
-94.299804

LOCATION MAP
Green Pond Gully Road W

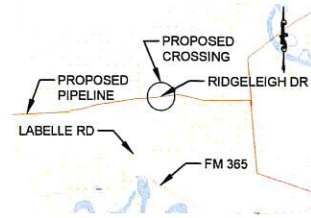
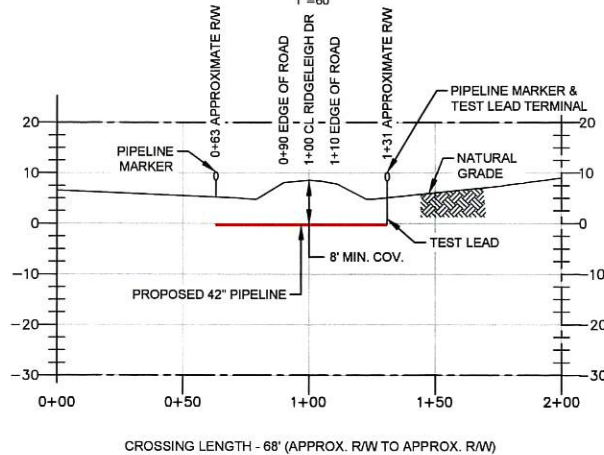
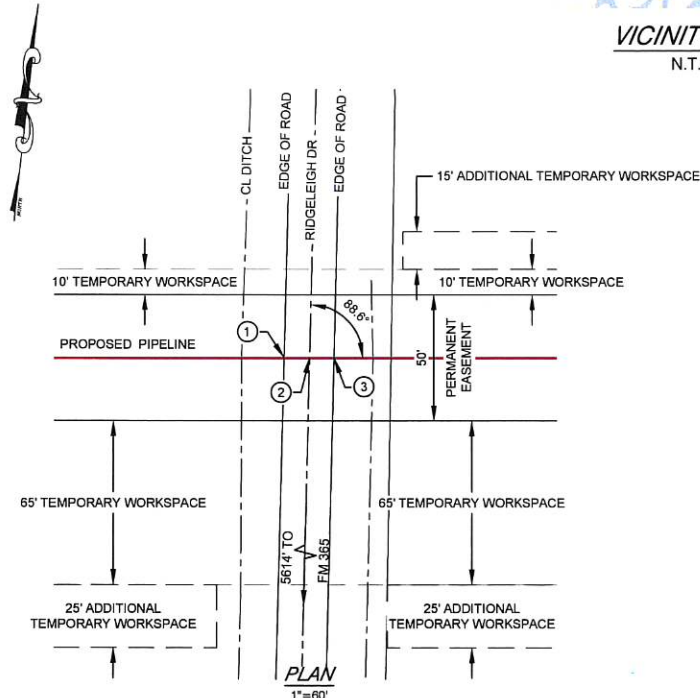
					11767 Katy Fwy STE 230 Houston, TX 77079 (281) 616-0100					LOCATION MAP TEMPORARY DRIVEWAY PERMIT				
A	INITIAL ISSUE				7/30/2025									
NO.	REVISION				DATE		APPR.							
SCALE		DATE		DRAWN	CHECKED	APPROVED		TRC PROJ. NO.		DRAWING NUMBER		SHEET		
NTS		7/30/2025		TRC	TRC			630450		EXHIBIT 1		1 OF 1		

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
—H—H—	EXISTING PIPELINE
—P—P—	POWER LINE
—X—X—	FENCE
—E—E—	PROPERTY LINE
●	POWER POLE

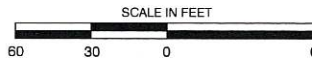
LOCATION COORDINATES

1. X= 4252092.86
Y= 993380.85
2. X= 4252102.79
Y= 9993382.12
3. X= 4252112.48
Y= 9993383.02

VICINITY MAP
N.T.S.

CROSSING LENGTH - 68' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=60' H
1"=30' V

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O, 0.720" W.T., API 5L X70, PSL2
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN



DRAWING ISSUES	CONSTRUCTION	LAST ORIG.			
	BIDS	LAST ORIG.			
	APPROVAL	LAST ORIG.			
	INFORMATION	LAST ORIG.			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	VLG	DATE: 05/05/25		
	CHECKED:	JW	DATE: 05/05/25		
	ENGINEER:		DATE:		
	TRC:	DATE:			
	CLIENT:	DATE:			
	CLIENT:	DATE:			

ROAD CROSSING PERMIT

TRIDENT PIPELINE
RIDGELEIGH DR (PRECINCT 2)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-005	1 OF 1	A



LOCATION MAP
Ridgeleigh Drive E



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1



LOCATION MAP
Ridgeleigh Drive W



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

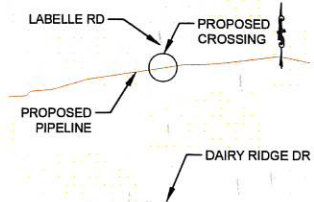
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
—P—P—	EXISTING PIPELINE
—P—P—	POWER LINE
—X—X—	FENCE
—E—E—	PROPERTY LINE
●	POWER POLE

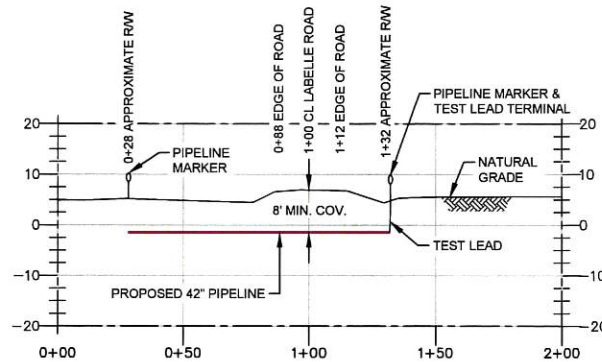
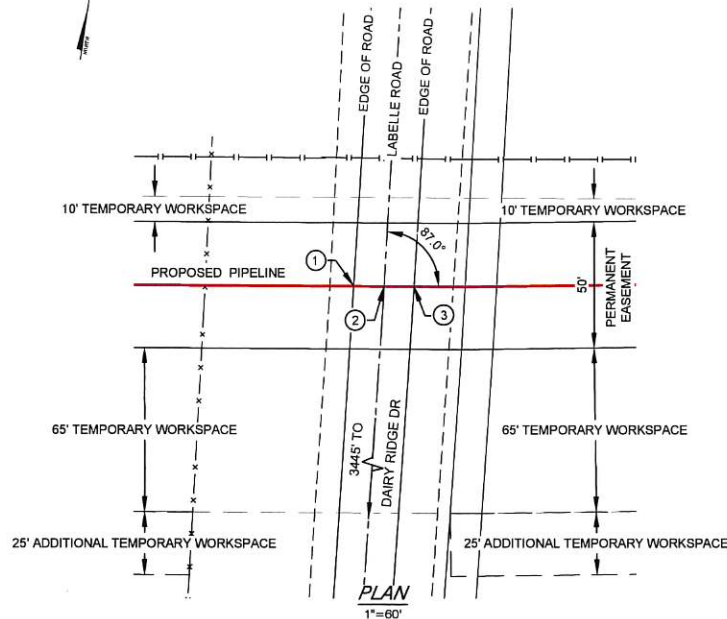
LOCATION COORDINATES

1. X= 4250148.99
Y= 9993193.24
2. X= 4250161.07
Y= 9993195.00
3. X= 4250172.67
Y= 9993196.70



VICINITY MAP

N.T.S.



CROSSING LENGTH - 104' (APPROX. R/W TO APPROX. R/W)

PROFILE

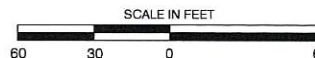
1"=60' H
1"=30' V



02-JULY-2025

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.



CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O.D., 0.720" w.t., API 5L X70, PSL2
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN

TRC
Houston, TX PH: (281) 616-0100
LIC. No. TX-F-82

DRAWING ISSUES	CONSTRUCTION	LAST ORG.			
	BIDS	LAST ORG.			
	APPROVAL	LAST ORG.			
	INFORMATION	LAST ORG.			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	VLG	DATE:	05/05/25	
	CHECKED:	JW	DATE:	05/05/25	
	ENGINEER:		DATE:		
	TRC:	DATE:			
	CLIENT:	DATE:			
	CLIENT:	DATE:			

ROAD CROSSING PERMIT

TRIDENT PIPELINE
LABELLE ROAD (PRECINCT 2)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-004	1 OF 1	A

01-Jul-2025 : 10:50 AM



LOCATION MAP
La Belle Road E



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1



LOCATION MAP
La Belle Road W

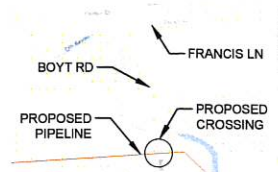
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		A	INITIAL ISSUE	7/30/2025					
		NO.	REVISION	DATE	APPR.				
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET		
NTS	7/30/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1		

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
—	EXISTING PIPELINE
—	POWER LINE
—	FENCE
—	PROPERTY LINE
●	POWER POLE

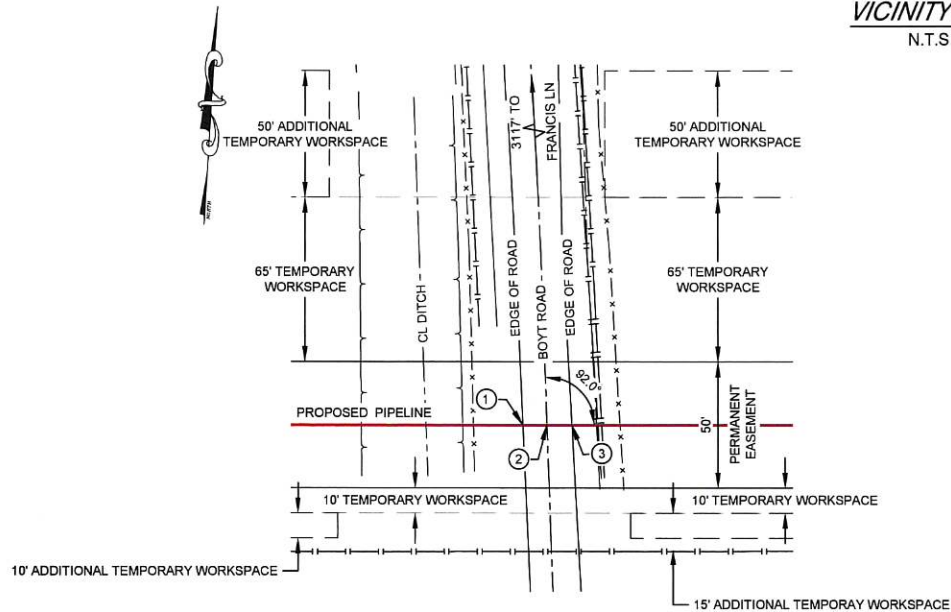
LOCATION COORDINATES

1. X= 4224337.47
Y= 10008809.68
2. X= 4224347.01
Y= 10008810.28
3. X= 4224356.87
Y= 10008810.90



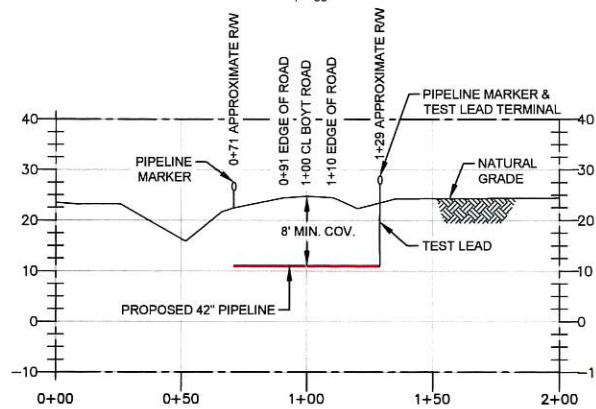
VICINITY MAP

N.T.S.



PLAN

1"=60'



CROSSING LENGTH - 58' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=60' H
1"=30' V

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
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4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O.D. 0.720" W.T., API 5L X70, PS12
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	06/30/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN



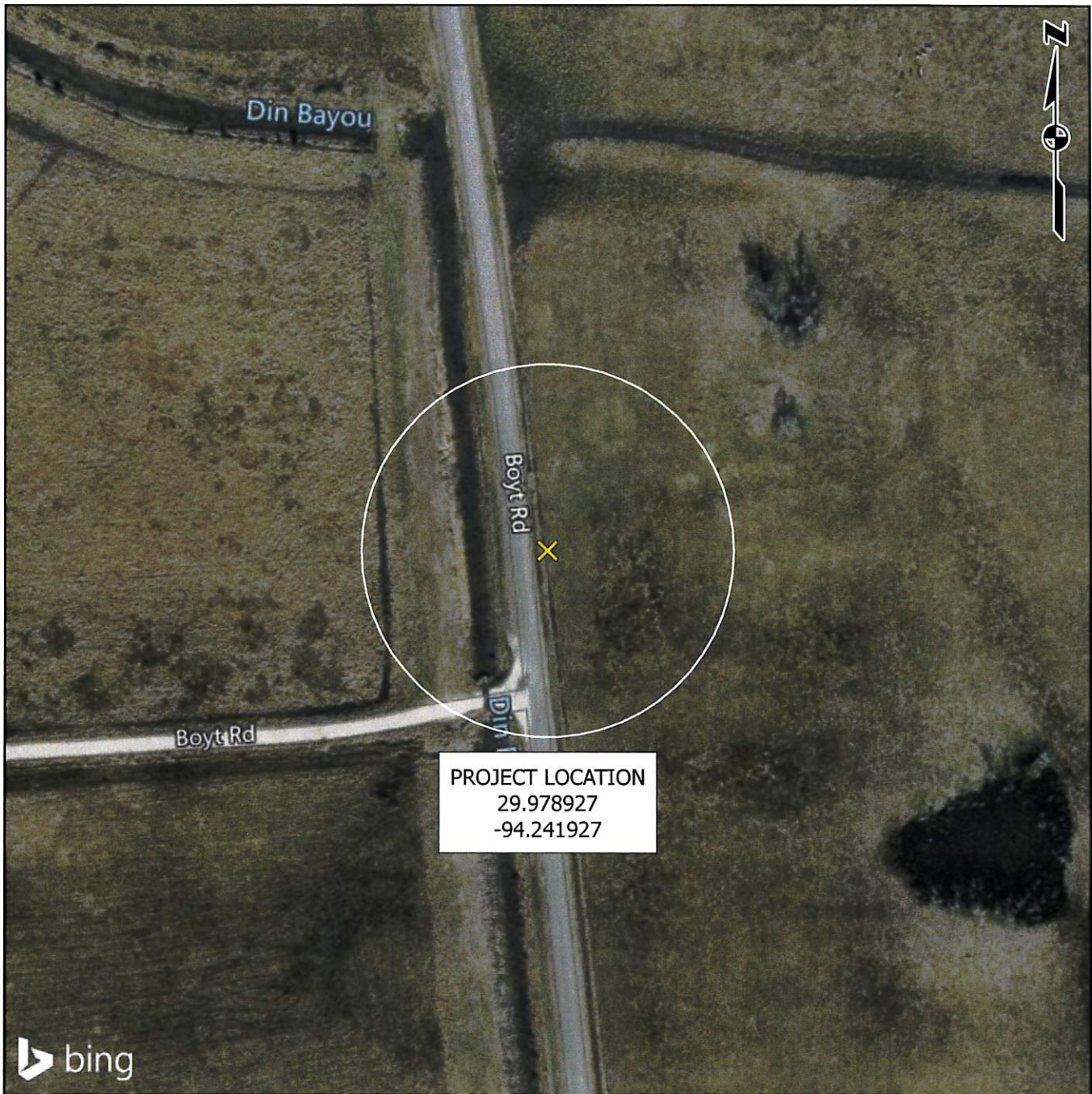
DRAWING ISSUES	CONSTRUCTION	LAST			
	BIDS	LAST			
	APPROVAL	LAST			
	INFORMATION	LAST			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	VLG	DATE:	05/05/25	
	CHECKED:	JW	DATE:	05/05/25	
	ENGINEER:		DATE:		
	TRC:		DATE:		
	CLIENT:		DATE:		

ROAD CROSSING PERMIT

TRIDENT PIPELINE
BOYT ROAD (PRECINCT 4)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-006	1 OF 1	A

30-Jun-2025 : 3:59 PM



LOCATION MAP
Boyt Road E



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1



LOCATION MAP
Boyt Road



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

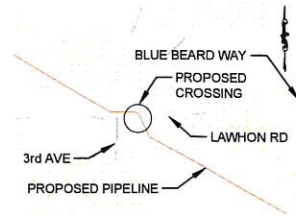
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

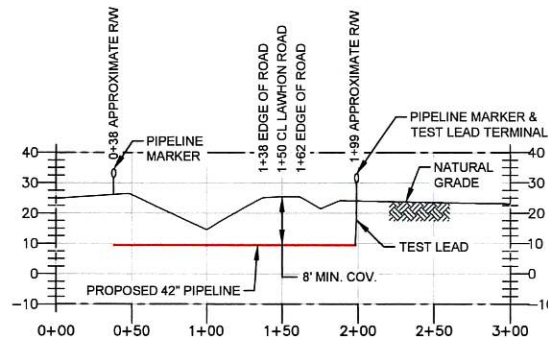
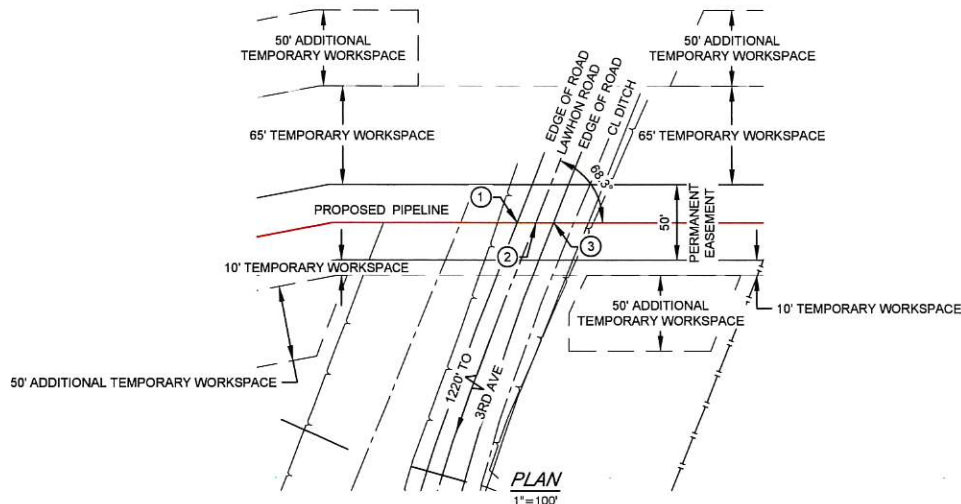
R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
—	EXISTING PIPELINE
—	POWER LINE
—	FENCE
—	PROPERTY LINE
●	POWER POLE

(X) LOCATION COORDINATES

1. X= 4206846.54
Y= 10015807.16
2. X= 4206851.87
Y= 10015796.12
3. X= 4206857.01
Y= 10015785.46



VICINITY MAP
N.T.S.



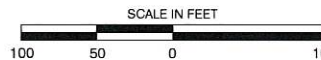
CROSSING LENGTH - 161' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=100' H
1"=50' V

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.



CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O.D., 0.720" W.T., API 5L X70, PS12
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	06/30/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN

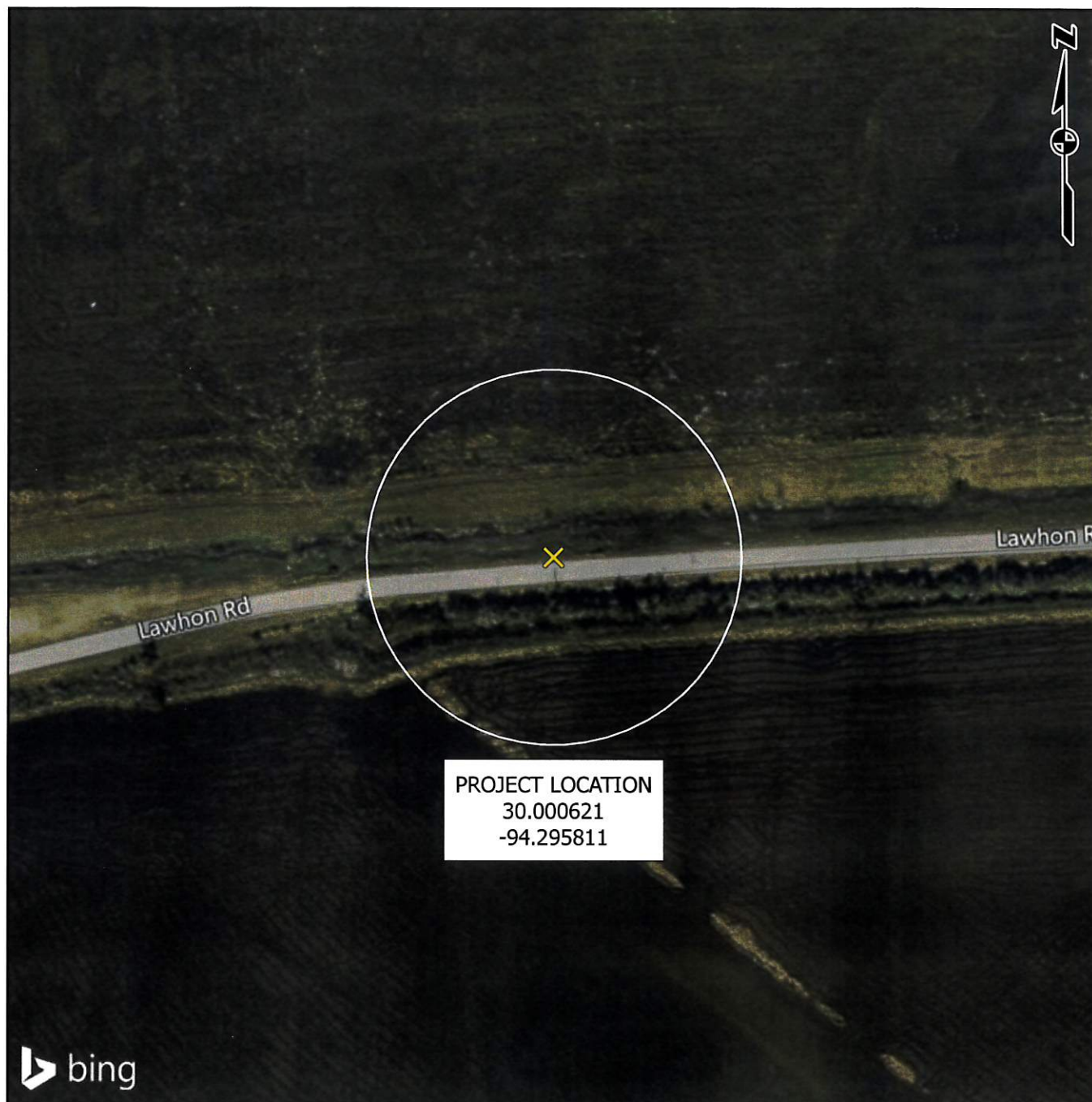
TRC
Houston, TX PH: (281) 616-0100
LIC. No. TX-F-82

DRAWING ISSUES	CONSTRUCTION	LAST			
	BIDS	LAST			
	APPROVAL	LAST			
	INFORMATION	LAST			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	VLG	DATE:	05/05/25	
	CHECKED:	JW	DATE:	05/05/25	
	ENGINEER:		DATE:		
	TRC:	DATE:			
	CLIENT:	DATE:			
	CLIENT:	DATE:			

ROAD CROSSING PERMIT

TRIDENT PIPELINE
LAWHON ROAD (PRECINCT 4)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-34JF-002	1 OF 1	A



LOCATION MAP
Lawhon Road N

		11767 Katy Fwy STE 230 Houston, TX 77079 (281) 616-0100						
		A	INITIAL ISSUE	7/30/2025		LOCATION MAP TEMPORARY DRIVEWAY PERMIT		
NO.	REVISION	DATE	APPR.					
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET	
NTS	7/30/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1	



PROJECT LOCATION
30.000544
-94.295773

LOCATION MAP
Lawhon Road S

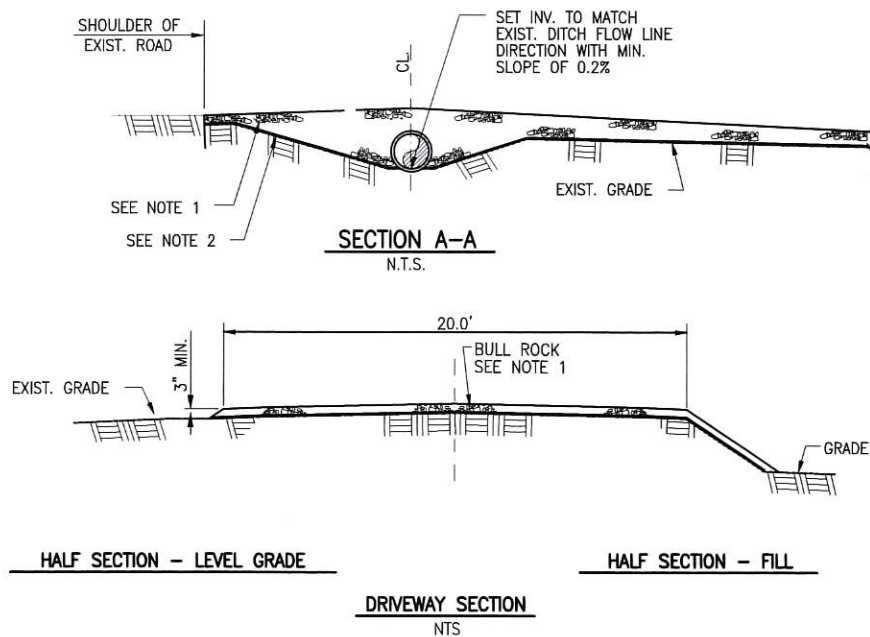
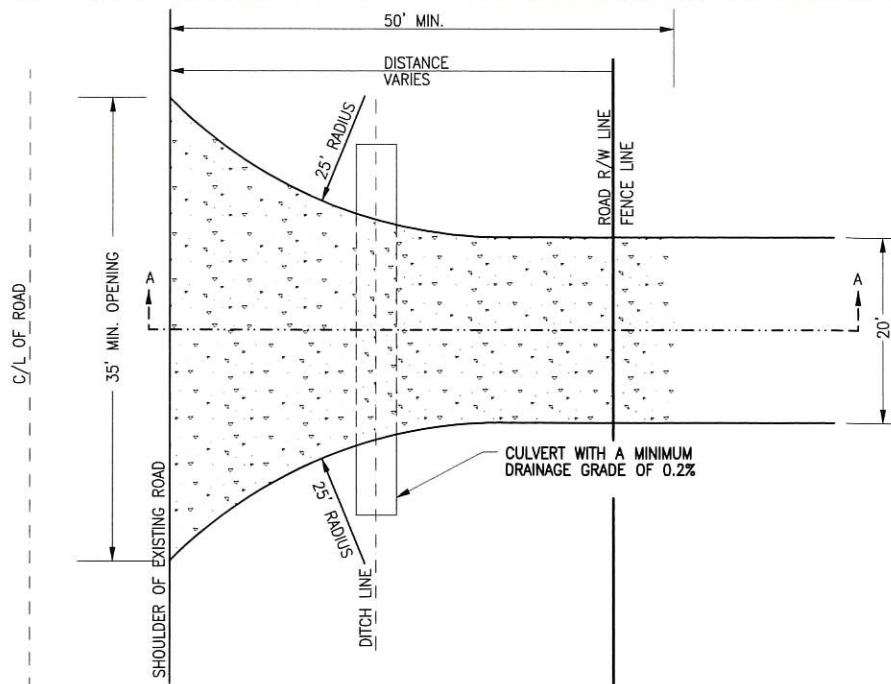


11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

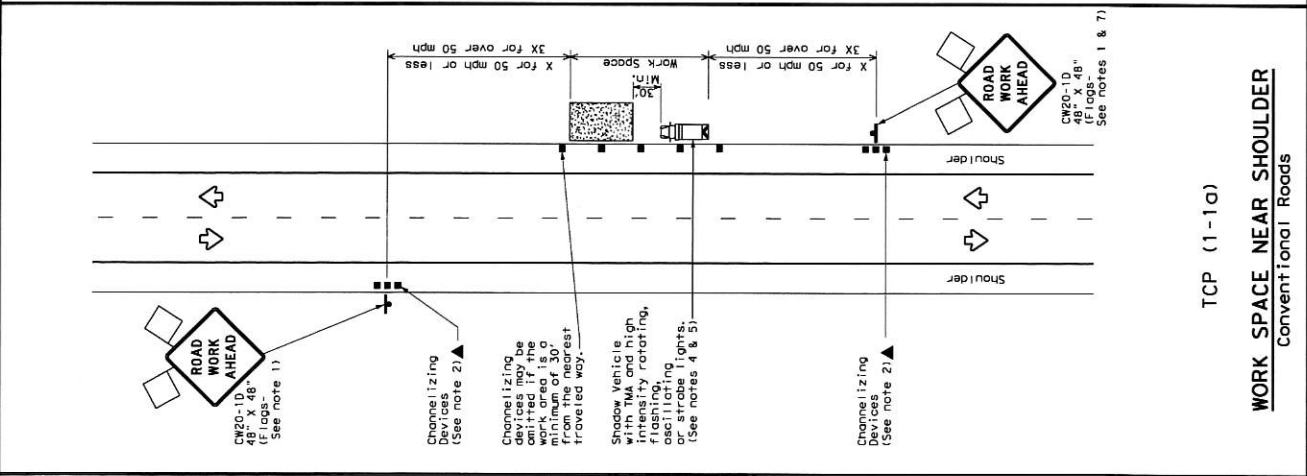
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS	7/30/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1



NOTE:

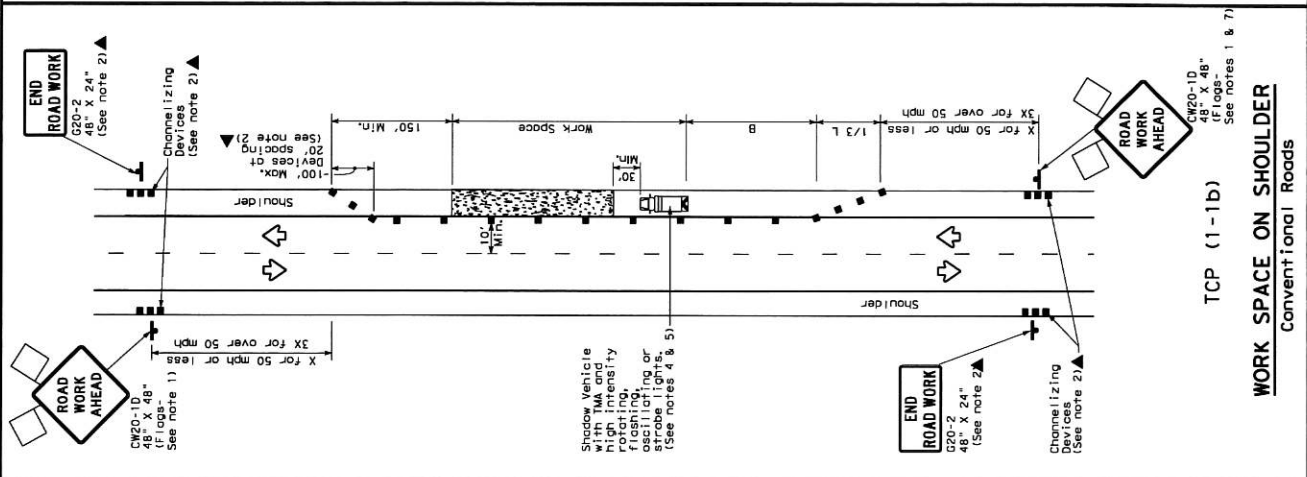
1. 4" TO 8" BULL ROCK.
2. GEOTEXTILE FABRIC.

 Results you can rely on		18350 PARK TEN PLACE, SUITE 101 HOUSTON, TX. 77084 PH: (281) 816-0100 LIC. NO. TX F-82		TYPICAL DETAIL TEMPORARY DRIVEWAY PERMIT BULL ROCK SURFACE			
NO.	REVISION	DATE	APPR.				
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS						EXHIBIT 1	1 OF 1



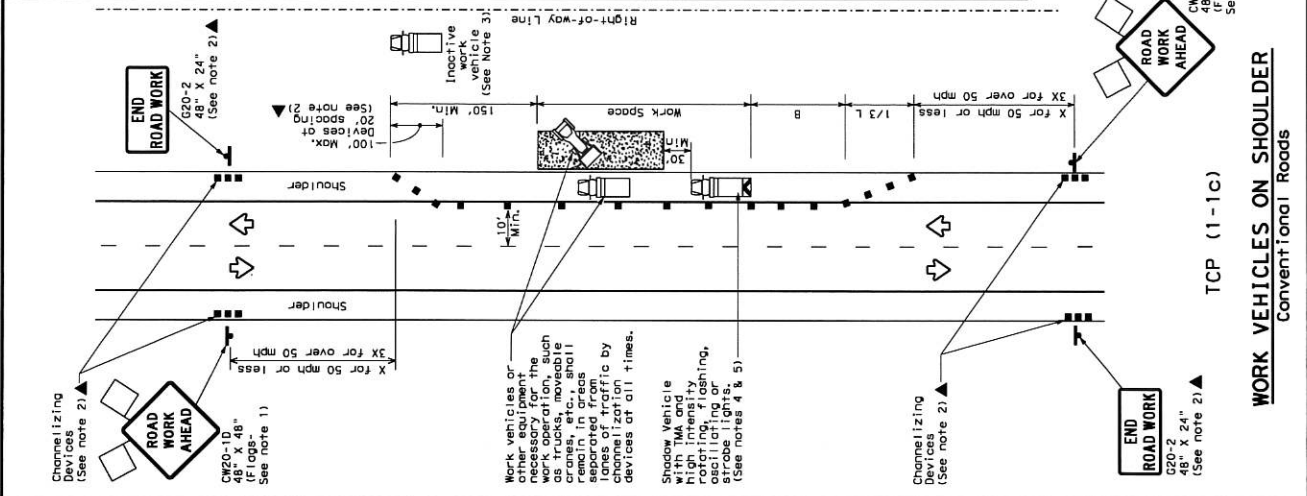
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND

Type 3 Barricade	Channelizing Devices
Heavy Work Vehicle	Truck Mounted Attenuator (TMA)
Trailer Mounted Flashing Arrow Board	Portable Channelizable Message Sign (PCMS)
Sign	Traffic Flow
Flag	Logger

Formula	Minimum Taper Lengths	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing Distance	Suggested Maximum Spacing of Buffer Space
30	10' 11"	12' On a Taper	60'	120'
35	150' 165'	180'	30'	60'
40	205' 225'	245'	35'	70'
45	265' 295'	320'	40'	80'
50	350' 395'	420'	45'	90'
55	450' 505'	540'	50'	100'
60	550' 605'	660'	55'	110'
65	650' 705'	780'	60'	120'
70	750' 805'	900'	65'	130'
75	850' 905'	1020'	70'	140'
80	950' 1005'	1140'	75'	150'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE

MOBILE	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓	✓	✓	✓

GENERAL NOTES

- Flags attached to signs where shown are required.
- All traffic control devices illustrated are required, except those indicated otherwise.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- Shadow Vehicle with a TMA should be used anytime it can be positioned to protect the work area from the rear. It should be positioned to affect the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved shoulder to protect the work area from the rear.
- See TCP15-11 for shoulder work on divided highways, expressways and freeways.
- CW20-5 "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (1-1) - 18

FILE#	101-1-18-001	DATE	12/18/85	BY	CM
REVISIONS	2-94 4-98	DATE	12/18/85	BY	CM
8-95 2-12	1-97 2-18	DATE		BY	

SHEET NO. 151



CERTIFICATE OF LIABILITY INSURANCE

315

DATE (MM/DD/YYYY)
02/20/2025

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.

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
McGriff, a Marsh & McLennan Agency LLC Company
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Margo Hamrick
PHONE (A/C, No, Ext): 1-800-476-2211
E-MAIL ADDRESS: mhamrick@mcgriff.com

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A :Old Republic Insurance Company

24147

INSURER B :KM Insurance Texas, Inc.**INSURER C :****INSURER D :****INSURER E :****INSURER F :**

INSURED
Kinder Morgan, Inc.
1001 Louisiana Street, Suite 1000
Houston, TX 77002

COVERAGES

CERTIFICATE NUMBER:ZKUW8DV8

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MWZY 317827 24	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ included \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MWTB 317826 24	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☒ CLAIMS-MADE DED \$ RETENTION \$			GLX001-24	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Excess of \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Trident Intrastate Pipeline LLC
1001 Louisiana Street, Suite 1000
Houston, TX 77002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Page 1 of 1

© 1988-2015 ACORD CORPORATION. All rights reserved.

Permit Number: 05-P-25Precinct Number: 2Bond Number: CMS0359032**APPLICATION FOR PIPE LINE PERMIT**Date: 10/15/2025

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Trident Intrastate Pipeline LLC _____, (Company)

does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:
Uncased Natural Gas Pipeline of 42" to be constructed in Jefferson County with use temporary access driveways
across multiple county roads as shown on the attached drawings (Golden Triangle Lateral)

Number of drawings attached 4Construction will begin on or after January 2, 20 26

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on November 12, 2025 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>4</u>	Road crossing @\$100.00	\$ <u>400.00</u>
_____	Miles parallel @\$150.00/mile or fraction	\$ _____
TOTAL		\$ <u>400.00</u>

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

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

Trident Intrastate Pipeline LLC

Company Name

Melissa Cowan, Attorney-in-Fact

Company Representative Name/Title

1001 Louisiana St., Suite 1000, Houston , TX 77002

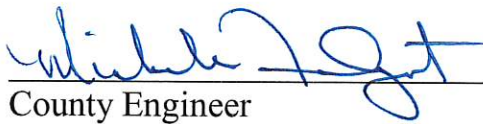
Address

701-334-6530

Phone Number

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 20,000


County Engineer

11/12/2025
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 20,000.
Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By _____
County Judge

PERMIT PERFORMANCE BONDBond No. CMS0359032

KNOW ALL MEN BY THESE PRESENTS, that we, Kinder Morgan Tejas Pipeline, LLC, 1001 Louisiana St., Ste 1000, Houston, TX 77002, as Principal, and RLI Insurance Company, licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County Commissioner's Court, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701 (Obligee), in the penal sum of Twenty Thousand and No/100 Dollars (\$20,000.00), lawful money of the United State of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has obtained a permit from the Obligee to work within the public right-of-way as indicated on the permit. 4 Road Crossings for GTL

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall repair or install said facilities in the right-of-way as set forth in said permit; and complete, or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the Obligee. If the restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until the permit expires. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

This bond shall become effective the 11th day of August, 2025, and may be terminated by thirty (30)-days written notice of cancellation by the Surety. The liability of the Surety under this bond shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 11th day of August, 2025.

Kinder Morgan Tejas Pipeline, LLC
(Principal)

Witness

Timisha Shepherd

By



Chris Graeter, Vice President

RLI Insurance Company
(Surety)

Witness

Ashley Coleman
Ashley Coleman

By



Stephanie Moore Harold, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615

Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Marc W. Boots, Vickie Lacy, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Ryan Varela, Stephanie Moore

Harold, Dylan Young, Melanie Salinas, jointly or severally

in the City of Houston, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 17th day of October, 2024.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins Sr. Vice President

State of Illinois

County of Peoria

} SS

On this 17th day of October, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott Notary Public



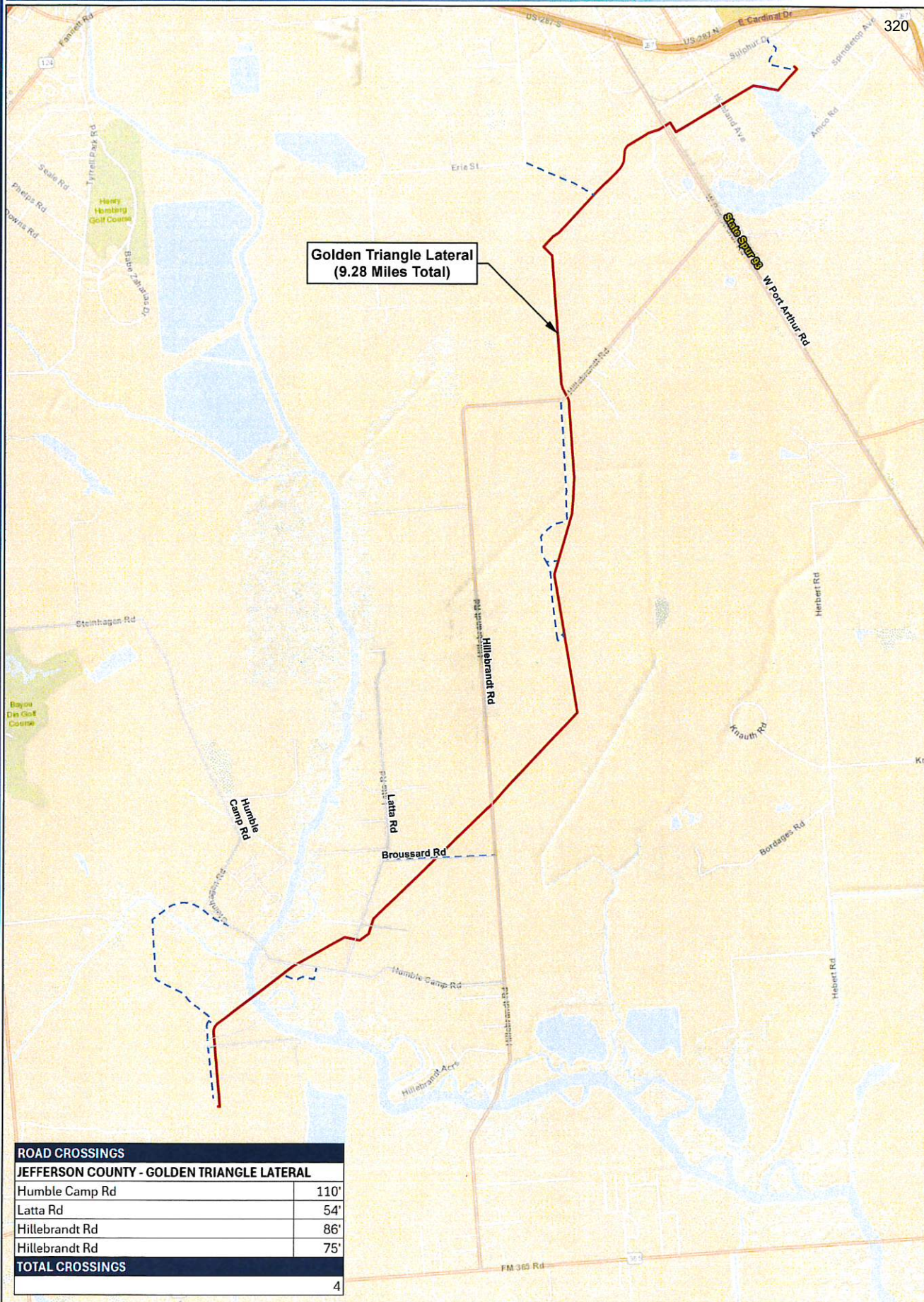
JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11th day of August, 2025.

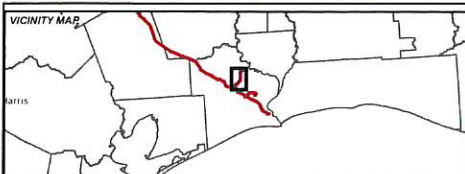
RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Dick Corporate Secretary



Golden Triangle Lateral
(9.28 Miles Total)

ROAD CROSSINGS	
JEFFERSON COUNTY - GOLDEN TRIANGLE LATERAL	
Humble Camp Rd	110'
Latta Rd	54'
Hillebrandt Rd	86'
Hillebrandt Rd	75'
TOTAL CROSSINGS	
	4



- LEGEND**
- Access Roads
 - Golden Triangle Lateral
 - County Boundary



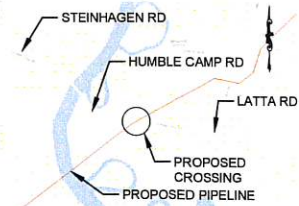
KINDER MORGAN

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
---	EXISTING PIPELINE
---	POWER LINE
---	FENCE
---	PROPERTY LINE
●	POWER POLE

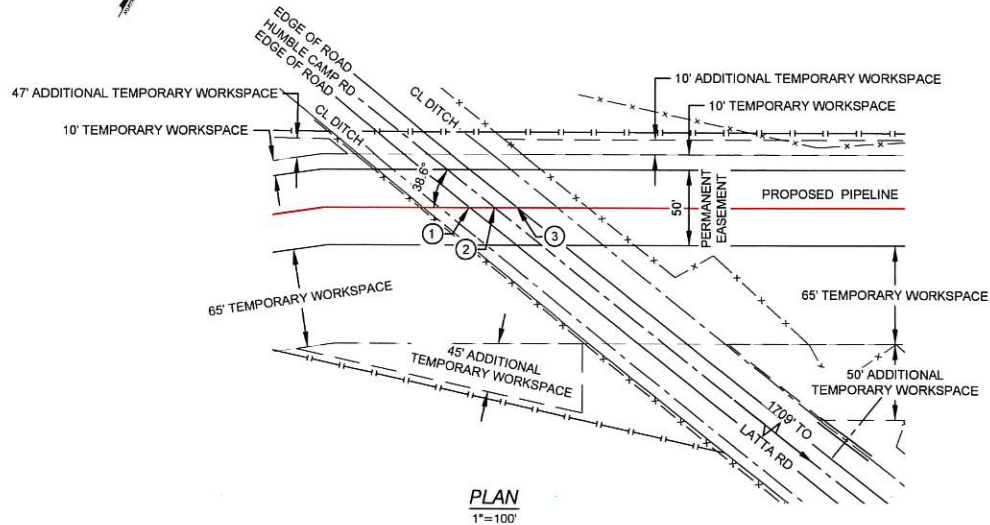
(X) LOCATION COORDINATES

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Y= 9997914.04
2. X= 4260145.41
Y= 9997922.09
3. X= 4260158.52
Y= 9997929.40



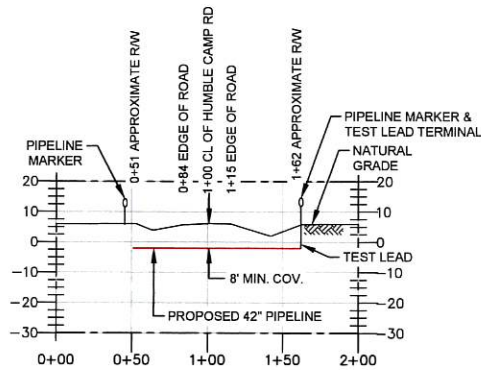
VICINITY MAP

N.T.S.



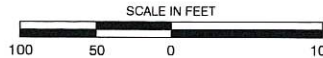
PLAN

1"=100'



CROSSING LENGTH - 111' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=100' H
1"=50' V

NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O.D. 0.720" W.T. API 5L X70, PSL2
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	06/30/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN

DRAWING
ISSUES
DRAWING
APPROVALS

CONSTRUCTION	LAST ORIG.				
BIDS	LAST ORIG.				
APPROVAL	LAST ORIG.				
INFORMATION	LAST ORIG.				
ISSUED FOR:	SIGNATURE	DATE	REV.		
DRAWN:	VLG	DATE: 05/14/25			
CHECKED:	JW	DATE: 05/14/25			
ENGINEER:		DATE:			
TRC:	DATE:				
CLIENT:	DATE:				
CLIENT:	DATE:				

ROAD CROSSING PERMIT

TRIDENT PIPELINE
HUMBLE CAMP RD (PRECINCT 2)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-GTL-JF-001	1 OF 1	A

30-Jun-2025 3:58 PM



**LOCATION MAP Humble
Camp Road N**

 11767 Katy Fwy STE 230 Houston, TX 77079 (281) 616-0100					LOCATION MAP TEMPORARY DRIVEWAY PERMIT					
A	INITIAL ISSUE			6/12/2025						
NO.		REVISION			DATE	APPR.				
SCALE		DATE		DRAWN	CHECKED	APPROVED	TRC PROJ. NO.		DRAWING NUMBER	SHEET
NTS		6/12/2025		TRC	TRC		630450		EXHIBIT 1	1 OF 1



LOCATION MAP Humble
Camp Road S



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE			6/12/2025	
NO.	REVISION			DATE	APPROVED
SCALE	DATE	DRAWN	CHECKED	APPROVED	
NTS	6/12/2025	TRC	TRC		

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

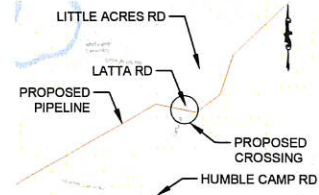
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

R/W	RIGHT OF WAY
FM	FARM TO MARKET
MIN.	MINIMUM
CLR.	CLEARANCE
—	EXISTING PIPELINE
—	POWER LINE
— x —	FENCE
—	PROPERTY LINE
●	POWER POLE

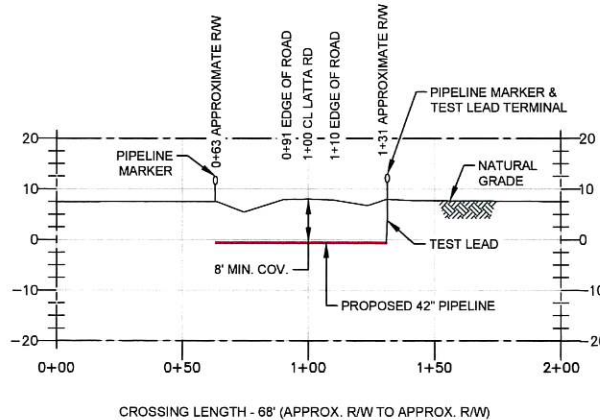
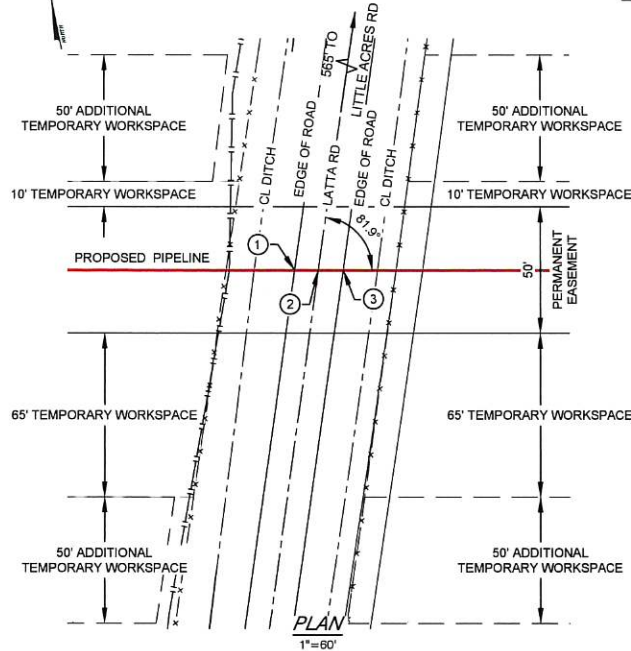
LOCATION COORDINATES

1. X= 4262225.06
Y= 9998805.06
2. X= 4262234.30
Y= 9998803.38
3. X= 4262243.85
Y= 9998801.32



VICINITY MAP

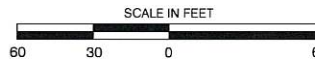
N.T.S.



CROSSING LENGTH - 68' (APPROX. R/W TO APPROX. R/W)

PROFILE

1"=60' H
1"=30' V



NOTE:

1. DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
2. EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
4. CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
5. CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
CODE: 49 CFR PART 192.111/ASME B31.8
CLASS LOCATION: 1
DESIGN FACTOR: 0.60
PIPE: 42" O.D. 0.720" W.T., API 5L X70, PSL2
CASING: NOT APPLICABLE
COATING: 14-16 MILS FBE, 30-40 MILS ARO
M.A.O.P.: 1,440 PSIG
PIPELINE CATHODICALLY PROTECTED
METHOD OF INSTALLATION: BORE



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN

TRC
Houston, TX PH: (281) 616-0100
LIC. No. TX-F-82

DRAWING ISSUES	CONSTRUCTION	LAST			
	BIDS	LAST			
	APPROVAL	LAST			
	INFORMATION	LAST			
DRAWING APPROVALS	ISSUED FOR:	SIGNATURE	DATE	REV.	
	DRAWN:	VLG	DATE:	05/15/25	
	CHECKED:	JW	DATE:	05/15/25	
	ENGINEER:		DATE:		
	TRC:		DATE:		
	CLIENT:		DATE:		

ROAD CROSSING PERMIT

TRIDENT PIPELINE
LATTA ROAD (PRECINCT 2)
JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-GTL-JF-002	1 OF 1	A

01-Jul-2025 : 11:02 AM



LOCATION MAP
Latta Road E



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE	6/12/2025	
NO.	REVISION	DATE	APPR.

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS	6/12/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1



LOCATION MAP
Latta Road W

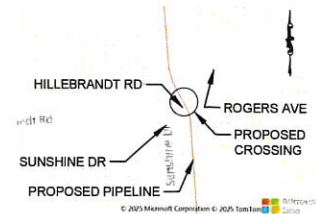
				11767 Katy Fwy STE 230 Houston, TX 77079 (281) 616-0100			
A	INITIAL ISSUE			6/12/2025	LOCATION MAP TEMPORARY DRIVEWAY PERMIT		
NO.	REVISION			DATE	APPR.		
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET
NTS	6/12/2025	TRC	TRC		630450	EXHIBIT 1	1 OF 1

LEGEND

R/W RIGHT OF WAY
 FM FARM TO MARKET
 MIN. MINIMUM
 CLR. CLEARANCE
 ———— EXISTING PIPELINE
 ———— POWER LINE
 — x — FENCE
 ———— PROPERTY LINE
 ● POWER POLE

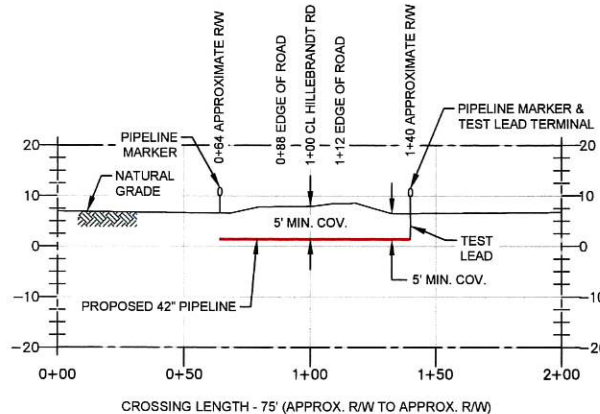
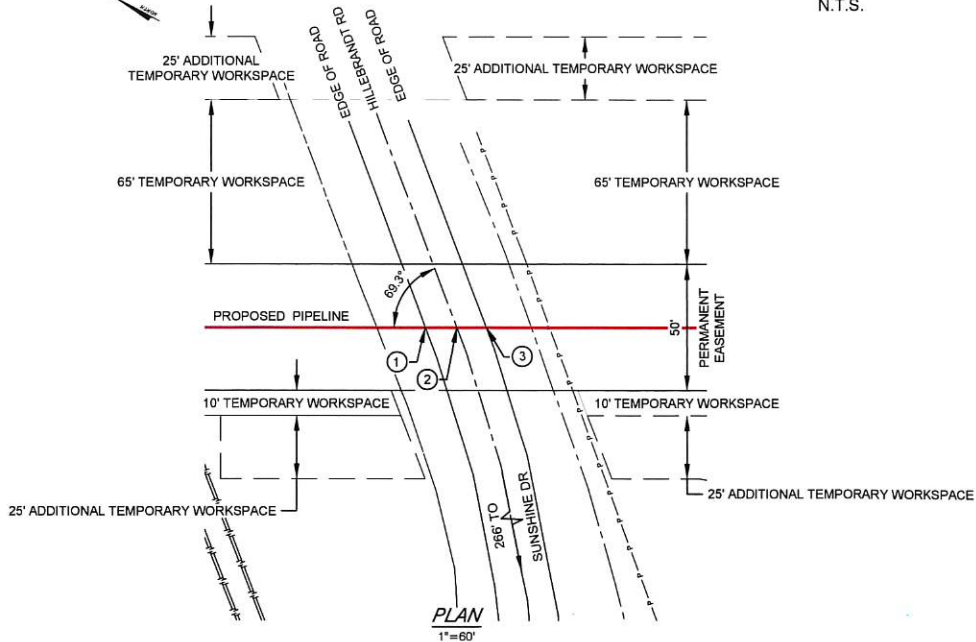
LOCATION COORDINATES

1. X= 4269683.23
 Y= 10017996.26
 2. X= 4269689.12
 Y= 10017985.22
 3. X= 4269694.67
 Y= 10017974.84



VICINITY MAP

N.T.S.



PROFILE

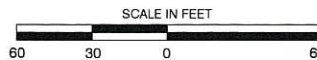
1"=60' H
 1"=30' V

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
 CODE: 49 CFR PART 192.111/ASME B31.8
 CLASS LOCATION: 1
 DESIGN FACTOR: 0.60
 PIPE: 42" O.D. 0.720" W.T., API 5L X70, PSL2
 CASING: NOT APPLICABLE
 COATING: 14-16 MILS FBE, 30-40 MILS ARO
 M.A.O.P.: 1,440 PSIG
 PIPELINE CATHODICALLY PROTECTED
 METHOD OF INSTALLATION: BORE

NOTE:

- DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
- EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS GENERATED FROM PREVIOUS MAPS AND SURVEY. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION OF ALL EXISTING UTILITIES IN AREA OF WORK PRIOR TO CONSTRUCTION AND CALL TEXAS ONE CALL SYSTEM AT 1-800-245-4545 AND ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
- ALL MINIMUM DEPTH REQUIREMENTS MEASURED AT THE TOP OF PIPE OR CASING.
- CROSSING PIPE TO EXTEND AT A MINIMUM FROM EDGE OF R/W TO EDGE OF R/W.
- CROSSING PIPE TO MAINTAIN 2' MIN. CLR. FROM EXISTING UTILITIES/PIPELINES.



02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	07/01/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN



DRAWING ISSUES	CONSTRUCTION	LAST ORIG.				
	BIDS	LAST ORIG.				
	APPROVAL	LAST ORIG.				
	INFORMATION	LAST ORIG.				
	ISSUED FOR:		SIGNATURE	DATE	REV.	
DRAWING APPROVALS	DRAWN: VLG		DATE: 05/14/25			
	CHECKED: JW		DATE: 05/14/25			
	ENGINEER:		DATE:			
	TRC:		DATE:			
	CLIENT:		DATE:			
	CLIENT:		DATE:			

ROAD CROSSING PERMIT

TRIDENT PIPELINE
 HILLEBRANDT RD (PRECINCT 2)
 JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-GTL-JF-004	1 OF 1	A



PROJECT LOCATION
29.957801
-94.108189

LOCATION MAP
Hillebrandt Road NE

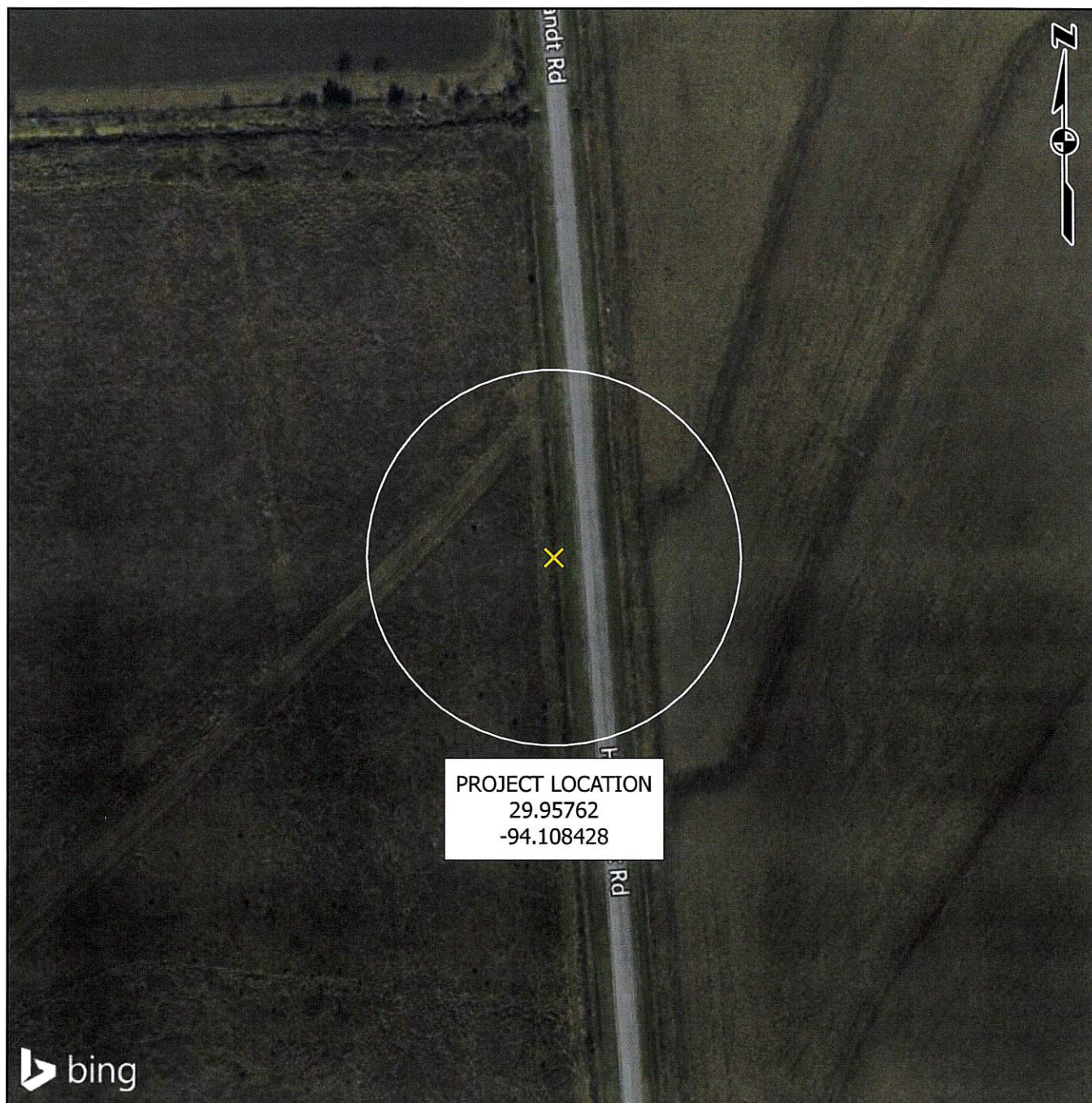


11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1



LOCATION MAP
Hillebrandt Road SW



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

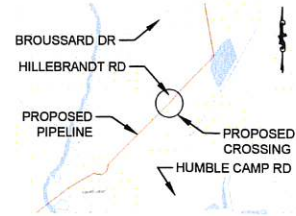
TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

LEGEND

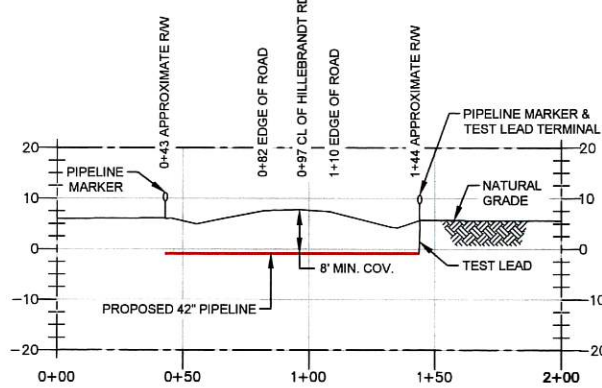
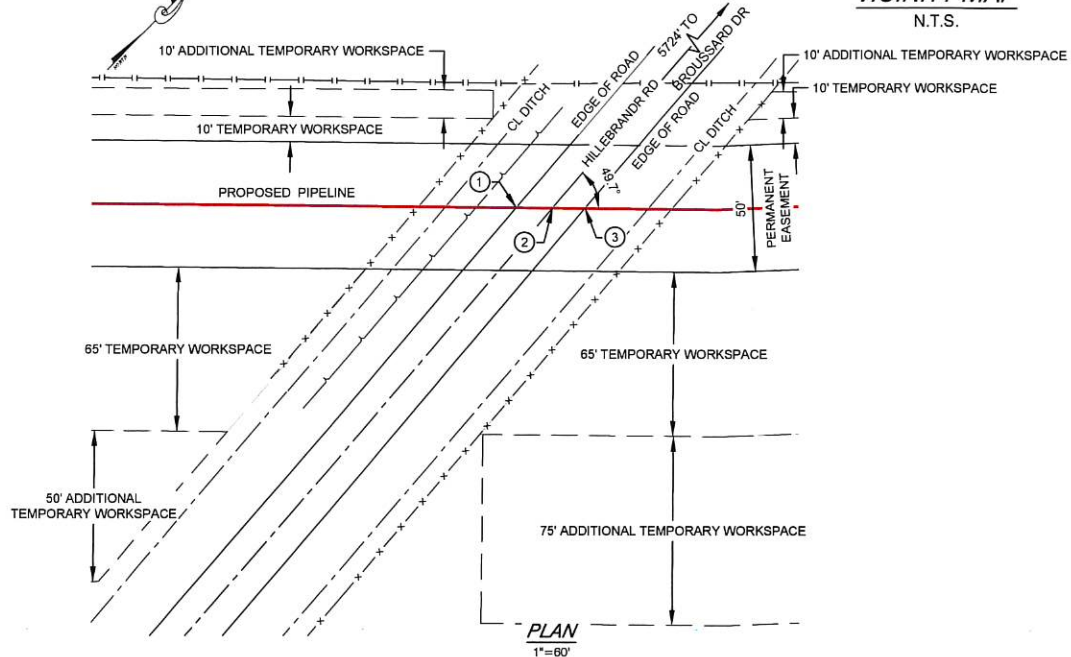
R/W RIGHT OF WAY
 FM FARM TO MARKET
 MIN. MINIMUM
 CLR. CLEARANCE
 ———— EXISTING PIPELINE
 ———— POWER LINE
 — x — FENCE
 ———— PROPERTY LINE
 ● POWER POLE

LOCATION COORDINATES

1. X= 4267031.90
 Y= 10003570.88
 2. X= 4267042.24
 Y= 10003580.95
 3. X= 4267051.53
 Y= 10003590.00

**VICINITY MAP**

N.T.S.



CROSSING LENGTH - 101' (APPROX. R/W TO APPROX. R/W)

PROFILE

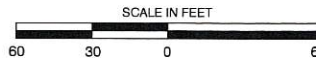
1"=60' H
 1"=30' V

CROSSING PIPE SPECIFICATIONS

CONTENTS: NATURAL GAS
 CODE: 49 CFR PART 192.111/ASME B31.8
 CLASS LOCATION: 1
 DESIGN FACTOR: 0.60
 PIPE: 42" O.D. 0.720" w.t., API 5L X70, PSL2
 CASING: NOT APPLICABLE
 COATING: 14-16 MILS FBE, 30-40 MILS ARO
 M.A.O.P.: 1,440 PSIG
 PIPELINE CATHODICALLY PROTECTED
 METHOD OF INSTALLATION: BORE

NOTE:

- DATUM BASED ON NAD83 TEXAS STATE PLANE, CENTRAL ZONE, U.S. FOOT
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02-JULY-2025

NO.	DATE	REVISION	BY	CHK	APPR	APPR	APPR
A	06/30/25	ISSUED FOR PERMIT	VLG	JW	GLC		

KINDER MORGAN

TRC
 Houston, TX PH: (281) 616-0100
 LIC. No. TX-F-82

DRAWING ISSUES	CONSTRUCTION	LAST ORG.			
	BIDS	LAST ORG.			
	APPROVAL	LAST ORG.			
	INFORMATION	LAST ORG.			
	ISSUED FOR:		SIGNATURE	DATE	REV.
DRAWING APPROVALS	DRAWN: VLG		DATE:	05/14/25	
	CHECKED: JW		DATE:	05/14/25	
	ENGINEER:		DATE:		
	TRC:		DATE:		
	CLIENT:		DATE:		
	CLIENT:		DATE:		

ROAD CROSSING PERMIT

TRIDENT PIPELINE
 HILLEBRANDT ROAD (PRECINCT 2)
 JEFFERSON COUNTY, TEXAS

SCALE	PROJECT NO.	DRAWING NO.	SHEET	REV.
AS SHOWN	630450	630450-GTL-JF-003	1 OF 1	A

30-Jun-2025 : 3:57 PM



LOCATION MAP
Hillebrandt Road N



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE		7/30/2025	
NO.	REVISION		DATE	APPR
SCALE	DATE	DRAWN	CHECKED	APPROVED
NTS	7/30/2025	TRC	TRC	

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1



LOCATION MAP
Hillebrandt Road S



11767 Katy Fwy
STE 230
Houston, TX 77079
(281) 616-0100

A	INITIAL ISSUE			7/30/2025	
NO.	REVISION			DATE	APPR.
SCALE	DATE	DRAWN	CHECKED	APPROVED	
NTS	7/30/2025	TRC	TRC		

LOCATION MAP
TEMPORARY DRIVEWAY PERMIT

TRC PROJ. NO.	DRAWING NUMBER	SHEET
630450	EXHIBIT 1	1 OF 1

	 16350 PARK TEN PLACE, SUITE 101 HOUSTON, TX, 77064 PH: (281) 618-0100 LIC. No. TX F-82					TYPICAL DETAIL TEMPORARY DRIVEWAY PERMIT BULL ROCK SURFACE		
NO.		REVISION		DATE	APPR.			
SCALE	DATE	DRAWN	CHECKED	APPROVED	TRC PROJ. NO.	DRAWING NUMBER	SHEET	
NTS						EXHIBIT 1	1 OF 1	



CERTIFICATE OF LIABILITY INSURANCE

334

DATE (MM/DD/YYYY)
02/20/2025

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.

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 McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Margo Hamrick PHONE (A/C, No, Ext): 1-800-476-2211 E-MAIL ADDRESS: mhamrick@mcgriff.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :Old Republic Insurance Company		24147
INSURER B :KM Insurance Texas, Inc.		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Kinder Morgan, Inc.
1001 Louisiana Street, Suite 1000
Houston, TX 77002

COVERAGES **CERTIFICATE NUMBER:**ZKUW8DV8 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			MWZY 317827 24	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ included \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MWTB 317826 24	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☒ CLAIMS-MADE DED ☐ RETENTION \$			GLX001-24	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Excess of \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

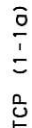
CERTIFICATE HOLDER

Trident Intrastate Pipeline LLC
1001 Louisiana Street, Suite 1000
Houston, TX 77002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



4.000

Expenditures	
--------------	--

* Conventional Roads Only

10

GENERAL NOTES

- DEPARTMENT OF THE ARMY**

10/28/25

11 - OW - 25

336

Application Date

Permit Number

N/A

4

State Permit Number
(If Applicable)

Precinct Number



JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Energy Transfer Spindletop LLC Phone Number: 281-932-0263

Business Address: 1300 Main Street, Houston, Texas 77002

Local Representative: Mark Band, Permit Supervisor

Description of Work/Type/Location: Pipeline Construction Activities

Description of Route: .61 miles of Highland Ave.

Bond Number: 9487421 Bond Amount: \$100,000.00

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

Permit Approved: ☒ Yes ☐ No (If No Reason) _____

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

Energy Transfer Spindletop LLC

Business Name

1300 Main Street, Houston, Texas 77002

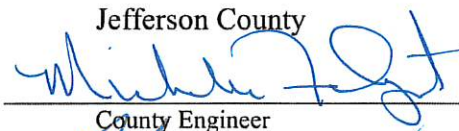
Mailing Address

James Paradis Sr. Mgr, Land & Right of Way

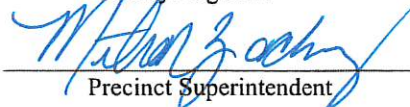
Representative Name and Title

 10/21/25
Representative Signature and Date

Jefferson County



County Engineer



Precinct Superintendent



Engineering Specialist



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

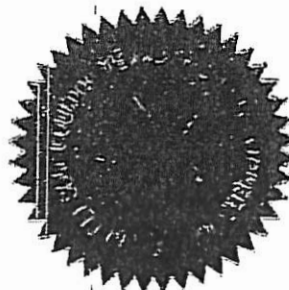
AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

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

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

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

Signed this 26 day of August, 2013



JUDGE JEFF R. BRANICK
County Judge

STATE OF TEXAS §
COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND

WHEREAS, Energy Transfer Spindletop LLC (hereinafter "Company") intends to conduct pipeline construction activities _____ [describe operation], (hereinafter the "Project") at a site located on Highland Ave. _____) county road name) located in Precinct No. 4 ; and

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

1. County Road Highland Ave.
2. County Road _____; and

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

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

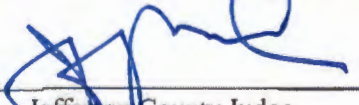
WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

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

1. Company may utilize County road Highland Ave. and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of November 3, 2025 to a termination date of May 31, 2026. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit I and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: _____] and County [2nd road name: _____] for additional support.

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

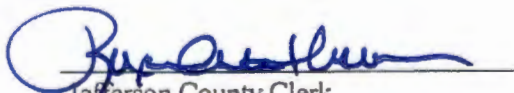
Agreed and executed this 12th day of November, 2025



Jefferson County Judge

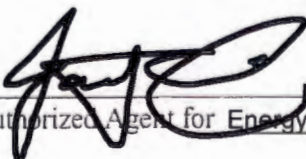
Approved by Jefferson County Commissioners Court on the 12th day of November, 2025.

Attest:



Jefferson County Clerk





Authorized Agent for Energy Transfer Spindletop LLC

THE STATE OF TEXAS,
COUNTY OF JEFFERSON

§
§
§

I, MARK BAND a notary public, do hereby certify that on this 21st day of OCTOBER, 2025, personally appeared before me JAMES PARADIS, being by me first duly sworn, declared that he is the SR. MGR, LAND ROW of ENERGY TRANSFER SPINDALETOP LLC and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 21st day of OCTOBER, 2025



Notary Public, State of Texas

Notary's Typed/Printed Name MARK BAND

My commission expires 08-04-2027

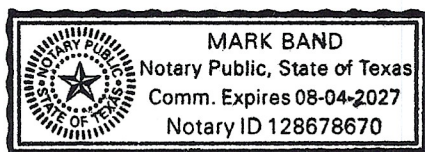


Exhibit 1

Estimate of Cost:

Length of [1st road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2nd road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

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

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

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

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

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

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

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

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

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

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

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

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

Total for [1st road name] \$ _____

Highland Ave.

See attached Rate Sheets

Jefferson County's Overweight Policy

COUNTY OF JEFFERSON §

STATE OF TEXAS §

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

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

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

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

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

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

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

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

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

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

Where:

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

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

"N" is number of axles in the group;

(4) a weight heavier than:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Gordon Road – Precinct No 3 – 32,000 pounds

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

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

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

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

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

Heckaman Loop – Precinct No. 3 – 32,000 pounds

French Village – Precinct No. 3 – 32,000 pounds

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

Hamshire Rd from Hwy 124 to IH-10 – Precinct No. 3 – 32,000 pounds

Rollins Rd from Englin Rd. to Hwy 124 – Precinct No. 3 – 32,000 pounds

Kiker Rd. from Hwy 124 to Hwy 73 – Precinct No. 3 – 32,000 pounds

Brush Island from Hampshire Rd. to Rollins Rd.-Precinct No. 32,000 pounds

It is further RESOLVED and ORDERED that any vehicular traffic exceeding any of the foregoing weight limits be and hereby is divided into two categories:

CATEGORY 1: OVERWEIGHT VEHICLES – Vehicles exceeding any of the foregoing weight limits but which does not exceed 100,000 pounds in overall gross weight on a group of two or more consecutive axles.

CATEGORY 2: SUPERHEAVY VEHICLES – Vehicles exceeding any of the foregoing weight limits with an overall gross weight on a group of two or more consecutive axles exceeding 100,000 pounds.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 1 and not possessing a valid State permit for overweight vehicles must first notify the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate and then obtain a permit from the Jefferson County Engineer. The initial permit granted by the County Engineer shall be valid for a period of ninety (90) days from the date of its issuance. During this ninety (90) day period it shall be the duty of anyone desiring to operate overweight vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of an overweight vehicle may be required by the Commissioner's Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the State or County permit. The granting of permits under this provision shall be in accordance with Section 623.018, Transportation Code.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 2 and not possessing a valid state permit for overweight vehicles will be allowed to operate on county roads after notifying the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate, and after obtaining a Category 2 overweight permit from the County Engineer. The initial permit granted by the County Engineer shall be valid for a ninety (90) day period; it shall be the duty of anyone desiring to operate superheavy vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of a superheavy vehicle may be required by the Commissioners' Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the County permit. The granting of

permits under this provision shall be in accordance with Section 623.018, Transportation Code. A \$200.00 fee shall be charged for Category 2 superheavy permits.

It is therefore RESOLVED and ORDERED that the following:

Who Must Apply

Any person, company or corporation wishing to operate a motor vehicle, trailer, semitrailer, or combination of those vehicles, or a truck-tractor or combination of a truck-tractor and one or more other vehicles, that is in itself overweight, oversize or overlength, or while in the action of transporting a commodity, is overweight, oversize or overlength, on the roadways of Jefferson County, or in the opinion of the County Engineer could severely damage the roadway.

A maximum weight set under this resolution does not apply to a vehicle delivering groceries or farm products to a destination requiring travel over a road for which the maximum is set.

A maximum weight or load set under this policy becomes effective on a highway or road when appropriate signs giving notice of the maximum weight or load are erected on the highway or road under order of the Commissioners Court.

Any person, company or corporation in possession of a valid and current overweight vehicle permit issued by the State of Texas, as defined in the State of Texas' Transportation Code, section 623.011, "Permit For Excess Axle Or Gross Weight", is exempt from having to obtain an overweight vehicle permit from Jefferson County. Any person, company or corporation issued a state permit under the above section must provide copies of the issued permit and bonds provided to the state, along with the completed permit application to the address listed below under Application.

The permittee shall comply with all rules, regulations, principals and specifications herein contained and any others subsequently adopted by the Jefferson County Commissioners' Court prior to the issuance of the permit.

Application

The permittee must complete seven (7) copies of the form herein contained, outlining in detail the purpose and route of the overweight vehicle. A plat of the project area identifying the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership.

A current USGS (United States Geological Survey) 7.5' Quad map with the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership will satisfy the plat requirements.

The completed application forms and maps must be returned to:

Jefferson County Engineering Department

1149 Pearl Street – 5th Floor

Beaumont, Texas 77701

Changes and Alterations

Advance notification in writing will be required for any changes or alterations in the Overweight Vehicle Permit except in emergency situations where the safety of the public would be endangered.

In any such emergency, contact the County Engineer by phone (409) 835-8584 and inform him/her of the emergency situation and any proposed solution. As soon as practical, but no later than 48 hours after starting the emergency response, the permit holder shall notify the County Engineer in writing of the emergency response effected, in detail and the reason(s) immediate action was necessary.

Time Limits

The permit holder is allowed ninety (90) days from the granting of the permit to complete operations. If the permit holder can not complete the work within the allowed time frame specified, the permit holder may re-apply. Any re-application must be completed prior to the expiration of the previously issued permit.

Bonds

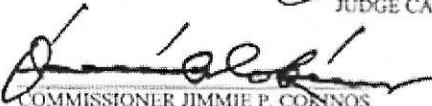
Permit holder shall have in force with Jefferson County a performance bond in the principal amounts of **\$10,000.00** for each roadway crossing and **\$100,000.00** per mile or fraction thereof or **\$25,000.00** per culvert crossing. The bond shall be payable to Jefferson County for the use and benefit of protecting against damage to Jefferson County's property.

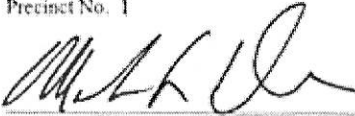
The bond shall provide that it may not be cancelled, altered or otherwise modified without fifteen (15) days prior written notice to Jefferson County. The bond shall be good and in effect for the length of the permit or such time as operations may be reasonably expected to be in effect.

Violations of this order shall be adjudicated in accordance with Section 251.161, Transportation Code which provides that a violation of a County Weight Limit Order is a misdemeanor which will be punished by a fine not to exceed \$50.00 for the first offense; a fine not to exceed \$200.00 for the second offense; and for each subsequent offense a fine not to exceed \$500.00; confinement in the county jail for a period not to exceed 60 days; or both the fine and confinement.

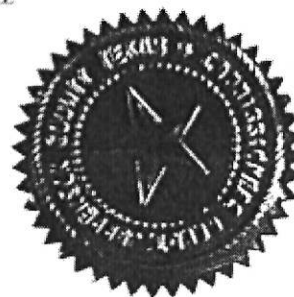
This resolution supersedes and repeals the 1986 resolution of the Jefferson County Commissioners' Court concerning maximum weight limits for County roads, and shall be in full force and effect from the 23rd day of August, 1999.

PASSED this 23rd day of August, 1999.


JUDGE CARL GRIFFITH JR.

COMMISSIONER JIMMIE P. CORINOS
Precinct No. 1

COMMISSIONER WAYMON D. HALLMARK
Precinct No. 3

COMMISSIONER MARK DOMINGUE
Precinct No. 2

COMMISSIONER ED MOORE
Precinct No. 4



Download Overweight Vehicle Permit

Back to Engineering





Resolution

STATE OF TEXAS

§

COMMISSIONERS'
COURT

COUNTY OF JEFFERSON

§

§

OF JEFFERSON COUNTY,
TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 14th day of June, 2010, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

Resolution Concerning Overweight Trucks

WHEREAS, overweight trucks are causing extensive damage to Jefferson County roads and thereby causing our county taxpayers to absorb an unfair burden to repair that damage; and

WHEREAS, the Texas Senate Transportation and Homeland Security Committee has conducted hearings to consider requests by the transportation industry to increase weight permit limits from 84,000 to 97,000 pounds; and

WHEREAS, allowing an increase in current overweight truck permits would ignore the increased cost and safety issues resulting from the current overweight truck permits; and

WHEREAS, most of our ^{county} roads are normally designed for a 42,000-pound capacity and a single overweight truck is causing as much road damage as 10,000 automobiles; and

WHEREAS, the Jefferson County budget is grossly underfunded and any savings achieved by the transportation industry from an increase of overweight truck limits will be eclipsed by the cost to taxpayers to repair damage to our roads; and

NOW THEREFORE, be it resolved that the Commissioners' Court of Jefferson County, Texas urges all state elected officials to:

1. Abolish the statewide overweight truck permit;
2. To triple the fines for overweight vehicles; and
3. Allocate a portion of the motor fuel tax to Jefferson County for road repair and improvement.

SIGNED this 14th day of June, 2010.

JUDGE RONALD WALKER
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER MARK L. DOMINGUE
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4





Ruler

Line Path Polygon Circle 3D path 3D polygon

Measure the distance between multiple points on the ground

Length: 0.61 Miles

☐ Show Elevation Profile

☒ Mouse Navigation

Save

Clear

Highland Ave

Highland Ave

Highland Ave

Sulphur Dr

E Cardinal Dr

Ware's Fireworks

J T The

Greenco

Image © 2025 Airbus

93

- 1) Highland Ave._.61 miles

10/30/2025

Application Date

N/A

State Permit Number
(If Applicable)

12-OW-25

Permit Number

1, 2 & 4

Precinct Number

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Troy Construction, LLC Phone Number: 281-437-8214Business Address: 8521 McHard Road Houston, Texas 77053Local Representative: Jason HustDescription of Work/Type/Location: Pipeline Construction (Trident Intrastate Pipeline)Description of Route: See Exhibit "A"
(List Attached)Bond Number: CMS0359039 Bond Amount: \$5,884,000.00

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

Permit Approved: ☒ Yes ☐ No (If No Reason) _____

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

Troy Construction, LLC

Business Name

8521 McHard RoadMailing Address
Houston, Texas 77053Jason Hust, Project Manager

Representative Name and Title

07/28/2025

Representative Signature and Date

Jefferson County

County Engineer

Pct# 1

Precinct Superintendent

Engineering Specialist

Pct#2

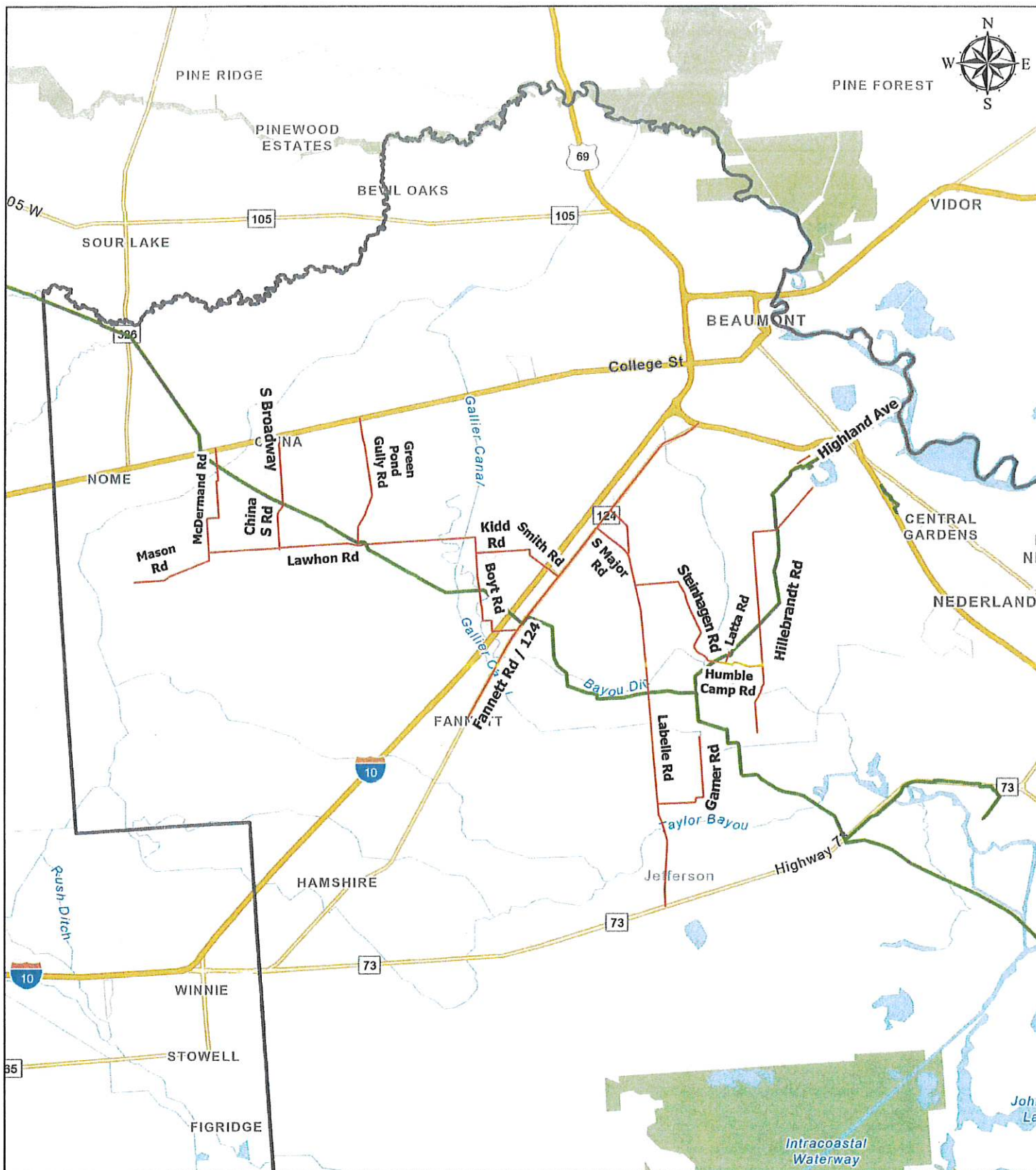
Pct#4

TRIDENT INTRASTATE PIPELINE LLC

Exhibit "A"

Jefferson County Haul Routes

Haul Roads		
Precinct	Road Name	Mileage
1	China S Rd	2.67
1	Green Pond Gully Rd	3.77
1	Mason RD	2.29
1	McDermand Rd	3.6
2 & 4	Hillebrandt Rd	8.11
2	Garner RD	3.14
2	Humble Camp Rd	1.12
2	Latta Rd	0.34
4	Boyt Rd	4.31
4	Kidd Rd	1.55
4	Labelle Rd	11.7
4	Lawhon Rd	7.1
4	Smith Rd	1.19
4	S Major Rd	1.55
4	Steinhagen Rd	4.4
4	Highland Ave	0.4
Total Mileage		57.24



LEGEND

- HAUL ROUTES
- PROPOSED TRIDENT INTRASTATE PIPELINE
- COUNTY BOUNDARY

KINDER MORGAN



MAP DATE: 9/11/2025

SCALE: 1:230,905

PROJECT NO.: 630450

JEFFERSON COUNTY, TX

0 9,500 19,000 38,000 Feet

KINDER MORGAN

JEFFERSON COUNTY
HAUL ROUTES



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

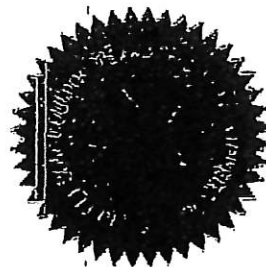
**AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY**

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

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

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

Signed this 26 day of August, 2013





JUDGE JEFF R. BRANICK
County Judge

STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND Trident Intrastate Pipeline LLC

WHEREAS, Trident Intrastate Pipeline LLC (hereinafter "Company") intends to conduct Construct a Natural Gas Pipeline _____ [describe operation], (hereinafter the "Project") at a site located on _____ Exhibit "A" _____) county road name) located in Precinct No. Exhibit "A" and

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

1. County Road See Exhibit "A" _____;
2. County Road _____; and

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

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

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

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

1. Company may utilize County road See Exhibit "A" _____ and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of October 31, 2025 to a termination date of October 31, 2027. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit I and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: See Exhibit "A" _____] and County [2nd road name: _____] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 5,884,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendent for Precinct No. ____ of Jefferson County, Texas before transporting any equipment on County [road name: See Exhibit "A" and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this _____ day of _____, _____

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 16 day of _____, _____

Attest:

Jefferson County Clerk

Authorized Agent for

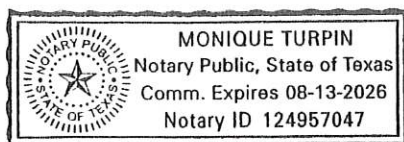
Trident Intrastate Pipeline LLC

THE STATE OF TEXAS,
COUNTY OF JEFFERSON

§
§
§

I, Monique Turpin a notary public, do hereby certify that on this 16 day of October, 2025, personally appeared before me Sital Mody, being by me first duly sworn, declared that he is the President of Trident Intrastate Pipeline and that he has been duly authorized to execute the foregoing document on behalf of the Company. LLC

SWORN TO AND SUBSCRIBED before me on this 16 day of October, 2025



Monique Turpin

Notary Public, State of Texas

Notary's Typed/Printed Name monique Turpin

My commission expires 8/13/2026

Exhibit 1

Estimate of Cost:

Length of [1st road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2nd road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

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

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

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

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

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

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

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

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

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

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

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

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

Total for [1st road name] \$ _____

See Exhibit "A" Road List

See attached rate sheets

RLI Insurance Company
Annually Renewable Performance Bond
BOND # CMS0359039

KNOW ALL MEN BY THESE PRESENTS: That Trident Intrastate Pipeline LLC (hereinafter called the Principal), and RLI Insurance Company (hereinafter called the Surety), are held and firmly bound unto Jefferson County (hereinafter called the Oblige), in the full and just sum of Five Million Eight Hundred Eighty-Four Thousand and 00/100 Dollars (\$ 5,884,000.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the day of , 20 entered into a Contract with the Oblige for construction of natural gas pipeline for a period of years which contract is hereby referred to and made a part hereof.

WHEREAS, the Oblige has agreed to accept a bond guaranteeing the performance of said contract for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Oblige for any loss which said Oblige may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning October 31, 2025 and ending October 31, 2027. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Oblige recoverable under this bond.
2. This obligation may be canceled by the Surety by giving fifteen (15) days notice in writing of its intention to do so to the Oblige, and the Surety shall be relieved of any further liability under this Bond fifteen (15) days after receipt of said notice by the Oblige, except for defaults occurring prior thereto. Neither cancellation by the Surety nor the failure of the Principal to file a replacement bond (or other instrument) shall constitute a loss and/or event of default claimable under this Bond.
3. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Oblige funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
4. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrator or successors of Oblige.
6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
7. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.

8. This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgement and acceptance of this bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

Signed and sealed this 14th day of October, 2025.

PRINCIPAL:

Trident Intrastate Pipeline LLC (seal)

M. B.

(Name & Title)

Mindy Thornock
Assistant Treasurer

SURETY:

RLL Insurance Company (seal)

Vickie Lacy

Attorney-in-Fact

THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF THE (OBLIGEE).

ACKNOWLEDGED AND ACCEPTED BY OBLIGEE:

BY:

PRINTED NAME/TITLE: _____

DATE: _____

POWER OF ATTORNEY

363

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Marc W. Boots, Vickie Lacy, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, Ryan Varela, Stephanie Moore
Harold, Dylan Young, Melanie Salinas, jointly or severally

in the City of Houston, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars
(\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 19th day of September, 2025.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Ohio }
County of Cuyahoga } SS

On this 19th day of September, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott Notary Public



JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires
September 22, 2030

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 14th day of October, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Christina Dean
Christina Dean Corporate Secretary

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

Renewal 1: 08/01/2023 – 07/31/2024
 Renewal 2: 07/31/2024 – 07/30/2025
 Renewal 3: 07/30/2025 – 07/29/2026

Updated: May 27, 2025

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

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

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

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



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

CURRENT PRICING

IFB 24-054/CG

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

Awarded: February 25, 2025

Updated: February 25, 2025

	Texas Materials, a CRH Company		Vulcan Construction Materials		Modern Concrete & Materials	
A. Gray Limestone Base - delivered from vendor's hopper to job site.	Price per ton, tandem dump	Price per ton, trailer	Price per ton, tandem dump	Price per ton, trailer	Price per ton, tandem dump	Price per ton, trailer
1. 1 - 10 miles	\$57.00	\$57.00				
2. 11 - 20 miles	\$59.00	\$59.00				
3. 21 - 30 miles	\$60.00	\$60.00				
4. 31 + miles	\$61.00	\$61.00				

B. Hopper Pick Up	Texas Materials, a CRH Company		Vulcan Construction Materials		Modern Concrete & Materials	
Location	Address	Price per ton	Address	Price per ton	Address	Price per ton
1. Beaumont	860 Pine Street	\$51.50				
2. Port Arthur			2170 S Gulfway	\$55.00		
3. Other: Bridge City					3116 Texas Ave	\$62.50
Hours of Hopper Operation	Mon-Fri, 7am - 4 pm		7am-4pm		7am-5pm	
Loose weight in lbs/cy	2500 lbs/cy					

Texas Materials, a CRH Company
12907 US Highway 90
Beaumont, TX 77713
Attn: Jeremy Hemmings
Jeremy.hemmings@texasmaterials.com
Ph: 409-718-8082

Vulcan Construction Materials
10101 Reunion Pl Ste 500
San Antonio, TX 78216
Attn: Melanie Manrique
manrique@vmcmail.com
ph: 210-965-0449

Modern Concrete & Materials
4825 Romeda Rd
Beaumont, TX 77705
Attn: Jennifer Frederick
jfrederick@modernconcretetx.com
ph: 409-842-2100

Current Pricing

(IFB 23-048/MR) Term Contract for Road Building Materials for Jefferson County

Awarded: November 14, 2023

Renewal 1: 11/13/2024 to 11/12/2025

Renewal 2: 11/12/2025 to 11/11/2026

Updated 10/14/2025

1. Rock Asphalt Item 302 - Truck Delivery

Description		Location						
A.	Uncoated Limestone Rock Asphalt	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	2202 Hebert Rd.
	Aggregate for Surface Treatments:							
	1. Item 302 Type B Grade 3, Non-Lightweight	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	2. Item 302 Type B Grade 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
B.	Precoated Limestone Rock Asphalt	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	2202 Hebert Rd.
	Aggregate for Surface Treatments:							
	1. Item 302 Type B Grade 3, Non-Lightweight	\$120.08/ton	\$132.08/ton	\$129.20/ton	\$132.56/ton	\$126.80/ton	\$129.20/ton	\$131.60/ton
	2. Item 302 Type PB Grade 4	\$120.08/ton	\$132.08/ton	\$129.20/ton	\$132.56/ton	\$126.80/ton	\$129.20/ton	\$131.60/ton
C.	Precoated Limestone Rock Asphalt	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	2202 Hebert Rd.
	Aggregate for Surface Treatments:							
	1. Item 302 Type B Grade 3, Non-Lightweight	\$120.08/ton	\$132.08/ton	\$129.20/ton	\$132.56/ton	\$126.80/ton	\$129.20/ton	\$131.60/ton
	2. Item 302 Type PB Grade 4	\$120.08/ton	\$132.08/ton	\$129.20/ton	\$132.56/ton	\$126.80/ton	\$129.20/ton	\$131.60/ton

Vulcan Construction Materials * Item B1 is not Non-Leightweight.

2. Rock Asphalt Item 302- Railroad Delivery

Description		Location						
A.	Uncoated Limestone Rock Asphalt	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	2202 Hebert Rd.
	Aggregate for Surface Treatments:							
	1. Item 302 Type B Grade 3, Non-Lightweight	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	2. Item 302 Type B Grade 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
B.	Precoated Limestone Rock Asphalt	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.	2202 Hebert Rd.
	Aggregate for Surface Treatments:							
	1. Item 302 Type B Grade 3, Non-Lightweight	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton
	2. Item 302 Type PB Grade 4	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton	\$110.66/ton

Vulcan Construction Materials * Item B1 is not Non-Leightweight. Minimum order 4,000 tons

3. Flexible Base, Item 247 Type A Grade 1-2 (Minimum P.I. 4 - Maximum P.I. 10)

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

A. Delivery to Job Site	Martin Marietta Materials	
	Distance	Vehicle Type
		Tandem Dump Trailer
1. 1 - 10 Miles		\$43.50/ton
2. 11 - 20 Miles		\$45.50/ton
3. 21 - 30 Miles		\$48.00/ton
4. 31+ Miles		\$51.00/ ton

Martin Marietta Materials						
B. Delivery to Storage Yard	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.
	2202 Hebert Rd.	7780 Boyt Rd.				
Tanden Dump	\$43.50/ton	\$43.50/ton	\$45.50/ton	\$45.50/ton	\$45.50/ton	\$43.50/ton
Trailer	\$43.50/ton	\$43.50/ton	\$45.50/ton	\$45.50/ton	\$43.50/ton	\$43.50/ton

Martin Marietta Materials			
C. Hopper Pick -Up	Location	Address	Prices F.O.B. for Pick-Up
1. Beaumont		11800 Hwy 90 (Iron Horse Terminal)	\$38.00/ton
2. Port Neches		No Bid	No Bid
3. Port Arthur		2190 South Gulfway Drive (Hwy 87)	\$38.00/ton
4. Other		2525 Dollinger Rd, Beaumont, TX	\$38.00/ton
5. Other		No Bid	No Bid

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

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

A. Delivery to Job Site.		Modern Concrete & Materials, LLC	
		Vehicle Type	
Distance		Tandem Dump	Trailer
1. 1 - 10 Miles		\$38.00 \$33.00/ton	\$38.00 \$33.00/ton
2. 11 - 20 Miles		\$39.00 \$34.50/ton	\$39.00 \$34.50/ton
3. 21 - 30 Miles		\$43.00 \$35.50/ton	\$43.00 \$35.50/ton
4. 31+ Miles		\$45.00 \$38.00/ton	\$45.00 \$38.00/ton

Modern Concrete & Materials, LLC						
B. Delivery to Storage Yard		205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124
Tandem Dump		\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton
Trailer		\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton	\$40.00 \$35.00/ton
					9059 Boyt Rd.	7780 Boyt Rd.
					\$40.00 \$35.00/ton	\$40.00 \$35.00/ton
					\$40.00 \$35.00/ton	\$40.00 \$35.00/ton
						2202 Hebert Rd.
						\$40.00 \$35.00/ton
						\$40.00 \$35.00/ton

Modern Concrete & Materials, LLC		
C. Hopper Pick -Up	Address	Prices F.O.B. for Pick-Up
1. Beaumont	6016 MLK Parkway	\$33.00 \$28.00/ton
2. Port Neches	No Bid	No Bid
3. Port Arthur	No Bid	No Bid
4. Other	No Bid	No Bid
5. Other	No Bid	No Bid

5. DMS-9202 Gradation IV Asphaltic Concrete Patching Material (Stockpile Storage)

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

A. Delivery to Job Site		Waller County Asphalt *\$0.38/ton mile over 40 miles	
		Vehicle Type	
Distance		Tandem Dump	Trailer
1. 1 - 10 Miles		\$113.80/ton	\$113.80/ton
2. 11 - 20 Miles		\$117.60/ton	\$117.60/ton
3. 21 - 30 Miles		\$121.40/ton	\$121.40/ton
4. 31+ Miles		\$125.20/ton	\$125.20/ton

Waller County Asphalt						
B. Delivery to Storage Yard	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.
Tanden Dump	\$148.76/ton	\$162.44/ton	\$163.96/ton	\$163.58/ton	\$163.96/ton	\$159.21/ton
Trailer	\$148.76/ton	\$162.44/ton	\$163.96/ton	\$163.58/ton	\$163.96/ton	\$159.78/ton
						2202 Hebert Rd.
						\$163.96/ton
						\$163.96/ton

Waller County Asphalt		
C. Hopper Pick -Up	Location	Prices F.O.B. for Pick-Up
1. Beaumont	No Bid	No Bid
2. Port Neches	No Bid	No Bid
3. Port Arthur	No Bid	No Bid
4. Other	22010 Fairgrounds Rd, Hempstead, TX	\$110.00/ton
5. Other	No Bid	No Bid

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

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

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

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

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

7. Hot-Mix Cold-Laid Asphalt Concrete Pavement, Item 8013, Type D (Patching Material)

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

A. Delivery to Job Site	Texas Materials		
	Vehicle Type		
Distance	Tandem Dump	Trailer	
1. 1 - 10 Miles	\$127.00/ton	\$127.00/ton	
2. 11 - 20 Miles	\$129.00/ton	\$129.00/ton	
3. 21 - 30 Miles	\$132.00/ton	\$132.00/ton	
4. 31+ Miles	\$138.00/ ton	\$138.00/ ton	

Texas Materials						
B. Delivery to Storage Yard	205 Hwy 90	9550 Viterbo Rd.	12911 Hwy 365	7759 Viterbo Rd.	24420 Hwy 124	9059 Boyt Rd.
Tanden Dump	\$130.00/ton	\$130.00/ton	\$130.00/ton	\$130.00/ton	\$132.00/ton	\$130.00/ton
Trailer	\$130.00/ton	\$130.00/ton	\$130.00/ton	\$130.00/ton	\$132.00/ton	\$130.00/ton
						2202 Hebert Rd.
						\$130.00/ton
						\$130.00/ton

Texas Materials			
C. Hopper Pick -Up	Location	Address	Prices F.O.B. for Pick-Up
1.	Beaumont	860 Pine Street	\$118.00/ton
2.	Port Neches	No Bid	No Bid
3.	Port Arthur	No Bid	No Bid
4.	Other	No Bid	No Bid
5.	Other	No Bid	No Bid

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

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

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

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

9. Cement Stabilized Base, Item 276 (Plant Mixed) Crushed Concrete

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

A. Delivered to Job Site		Modern Concrete & Materials, LLC			
		Description			
Distance		1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1. 1-10 Miles		\$52.00 \$47.75/ton	\$56.00 \$52.00/ton	\$63.00 \$60.50/ton	\$71.00 \$68.00/ton
2. 11-20 Miles		\$53.00 \$49.25/ton	\$57.00 \$53.50/ton	\$64.00 \$62.00/ton	\$72.00 \$69.50/ton
3. 21-30 Miles		\$57.00 \$50.25/ton	\$61.00 \$54.50/ton	\$68.00 \$63.00/ton	\$76.00 \$70.50/ton
4. 31+ Miles		\$59.00 \$52.75/ton	\$63.00 \$57.00/ton	\$70.00 \$65.50/ton	\$78.00 \$73.00/ton

B. Hopper Pick up		Modern Concrete & Materials, LLC					
	Location	Address	Hours of Operation	1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
	1. Beaumont	6025 Highland Ave.	7:00 am- 5:00 pm	\$47.00 \$42.75/ton	\$51.00 \$47.00/ton	\$58.00 \$55.50/ton	\$66.00 \$63.00/ton
	2. Port Neches	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	3. Port Arthur	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	4. Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	5. Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

10. Cement Stabilized Sand, Item 400, Plant Mixed

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

A. Delivered to Job Site		Modern Concrete & Materials, LLC			
		Description			
Distance		1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton
1. 1-10 Miles		\$40.00 \$36.50/ton	\$45.00 \$40.00/ton	\$52.50 \$51.00/ton	\$60.50 \$59.50/ton
2. 11-20 Miles		\$41.00 \$38.00/ton	\$46.00 \$41.50/dom	\$53.50 \$52.50/ton	\$61.50 \$61.00/ton
3. 21-30 Miles		\$45.00 \$39.00/ton	\$50.00 \$42.50/ton	\$57.50 \$53.50/ton	\$65.50 \$62.00/ton
4. 31+ Miles		\$47.00 \$41.50/ton	\$52.00 \$45.00/ton	\$59.50 \$56.00/ton	\$67.50 \$64.50/ton

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

B. Hopper Pick up		Modern Concrete & Materials, LLC						
	Location	Address	Hours of Operation	1 1/2 sack/ton	2 sack/ton	3 sack/ton	4 sack/ton	
1.	Beaumont	2120 N. 7th St/ 6025 Highland Ave.	7:00 am- 5:00 pm	\$35.00 \$31.50/ton	\$40.00 \$35.00/ton	\$47.50 \$46.00/ton	\$55.50 \$54.50/ton	
2.	Port Neches	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
3.	Port Arthur	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
4.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	
5.	Other	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	

11. Flowable Backfill, Item 401

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

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

12. Dense-Graded Hot-Mix Asphalt, Item 340, Gradation D, PG64-22, Max 20% RAP, No RAS

Hopper Pick -Up		Texas Materials		
Location	Address	Hours of Hopper Operation	Prices F.O.B. for Pick-Up	
1. Beaumont	860 Pine Street	7:00 am - 4:00 pm	\$135.00/ton	
2. Port Neches	No Bid	No Bid	No Bid	
3. Port Arthur	No Bid	No Bid	No Bid	
4. Other	No Bid	No Bid	No Bid	
5. Other	No Bid	No Bid	No Bid	

13. Dense-Graded Hot-Mix Asphalt, Item 340, Gradation F, PG64-22, Max 20% RAP, No RAS

Hopper Pick -Up		Texas Materials		
Location	Address	Hours of Hopper Operation	Prices F.O.B. for Pick-Up	
1. Beaumont	860 Pine Street	7:00 am - 4:00 pm	\$148.00/ton	
2. Port Neches	No Bid	No Bid	No Bid	
3. Port Arthur	No Bid	No Bid	No Bid	
4. Other	No Bid	No Bid	No Bid	
5. Other	No Bid	No Bid	No Bid	

14. Hydraulic Cement Concrete, Item 421

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

A. Delivered to Job Site		Modern Concrete & Materials, LLC		
Distance	Description	Item 421, Type A	Item 421, Type B	Item 421, Type S6
1. 1-10 Miles		\$140.00/C.Y.	\$130.00/C.Y.	\$150.00/C.Y.
2. 11-20 Miles		\$140.00/C.Y.	\$130.00/C.Y.	\$150.00/C.Y.
3. 21-30 Miles		\$140.00/C.Y.	\$130.00/C.Y.	\$150.00/C.Y.
4. 31+ Miles		\$140.00/C.Y.	\$130.00/C.Y.	\$150.00/C.Y.

Modern Concrete & Materials, LLC
P.O. Box 21557
Beaumont, TX 77720
Attn: Trent Almond
Phone: (409) 840-2080
talmond@modernconcretetx.com
ifrederick@modernconcretetx.com

Texas Materials, a CRH Company
12907 US Highway 90
Beaumont, TX 77713
Attn: Jeremy Hemmings
Phone (409) 718-8082
jeremy.hemmings@texasmaterials.com

Waller County Asphalt, Inc.
22010 Fairgrounds Rd.
Hempstead, TX 77445
Attn: Kyle Dawson
Phone: (979) 826-7075
info@wcasphalt.com

Vulcan Construction Materials, LLC
P.O. Box 791550
San Antonio, TX 78279
Attn: Melanie Manrique
Phone: (210) 965-0448
manrique@vmcmail.com

Martin Marietta Materials, LLC
5675 Fannett Road
Beaumont, TX 77705
Attn: Bill Kelley
Phone (409) 835-4933
william.kelley@martin-marietta.com

Jefferson County's Overweight Policy

COUNTY OF JEFFERSON §

STATE OF TEXAS §

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

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

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

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

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

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

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

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

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

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

Where:

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

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

"N" is number of axles in the group;

(4) a weight heavier than:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Gordon Road – Precinct No 3 – 32,000 pounds

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

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

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

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

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

Heckaman Loop – Precinct No. 3 – 32,000 pounds

French Village – Precinct No. 3 – 32,000 pounds

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

Hamshire Rd from Hwy 124 to IH-10 – Precinct No. 3 – 32,000 pounds

Rollins Rd from Englin Rd. to Hwy 124 – Precinct No. 3 – 32,000 pounds

Kiker Rd. from Hwy 124 to Hwy 73 – Precinct No. 3 – 32,000 pounds

Brush Island from Hampshire Rd. to Rollins Rd.-Precinct No. 32,000 pounds

It is further RESOLVED and ORDERED that any vehicular traffic exceeding any of the foregoing weight limits be and hereby is divided into two categories:

CATEGORY 1: OVERWEIGHT VEHICLES – Vehicles exceeding any of the foregoing weight limits but which does not exceed 100,000 pounds in overall gross weight on a group of two or more consecutive axles.

CATEGORY 2: SUPERHEAVY VEHICLES – Vehicles exceeding any of the foregoing weight limits with an overall gross weight on a group of two or more consecutive axles exceeding 100,000 pounds.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 1 and not possessing a valid State permit for overweight vehicles must first notify the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate and then obtain a permit from the Jefferson County Engineer. The initial permit granted by the County Engineer shall be valid for a period of ninety (90) days from the date of its issuance. During this ninety (90) day period it shall be the duty of anyone desiring to operate overweight vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of an overweight vehicle may be required by the Commissioner's Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the State or County permit. The granting of permits under this provision shall be in accordance with Section 623.018, Transportation Code.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 2 and not possessing a valid state permit for overweight vehicles will be allowed to operate on county roads after notifying the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate, and after obtaining a Category 2 overweight permit from the County Engineer. The initial permit granted by the County Engineer shall be valid for a ninety (90) day period; it shall be the duty of anyone desiring to operate superheavy vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of a superheavy vehicle may be required by the Commissioners' Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the County permit. The granting of

permits under this provision shall be in accordance with Section 623.018, Transportation Code. A \$200.00 fee shall be charged for Category 2 superheavy permits.

It is therefore RESOLVED and ORDERED that the following:

Who Must Apply

Any person, company or corporation wishing to operate a motor vehicle, trailer, semitrailer, or combination of those vehicles, or a truck-tractor or combination of a truck-tractor and one or more other vehicles, that is in itself overweight, oversize or overlength, or while in the action of transporting a commodity, is overweight, oversize or overlength, on the roadways of Jefferson County, or in the opinion of the County Engineer could severely damage the roadway.

A maximum weight set under this resolution does not apply to a vehicle delivering groceries or farm products to a destination requiring travel over a road for which the maximum is set.

A maximum weight or load set under this policy becomes effective on a highway or road when appropriate signs giving notice of the maximum weight or load are erected on the highway or road under order of the Commissioners Court.

Any person, company or corporation in possession of a valid and current overweight vehicle permit issued by the State of Texas, as defined in the State of Texas' Transportation Code, section 623.011, "Permit For Excess Axle Or Gross Weight", is exempt from having to obtain an overweight vehicle permit from Jefferson County. Any person, company or corporation issued a state permit under the above section must provide copies of the issued permit and bonds provided to the state, along with the completed permit application to the address listed below under Application.

The permittee shall comply with all rules, regulations, principals and specifications herein contained and any others subsequently adopted by the Jefferson County Commissioners' Court prior to the issuance of the permit.

Application

The permittee must complete seven (7) copies of the form herein contained, outlining in detail the purpose and route of the overweight vehicle. A plat of the project area identifying the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership.

A current USGS (United States Geological Survey) 7.5' Quad map with the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership will satisfy the plat requirements.

The completed application forms and maps must be returned to:

Jefferson County Engineering Department

1149 Pearl Street – 5th Floor

Beaumont, Texas 77701

Changes and Alterations

Advance notification in writing will be required for any changes or alterations in the Overweight Vehicle Permit except in emergency situations where the safety of the public would be endangered.

In any such emergency, contact the County Engineer by phone (409) 835-8584 and inform him/her of the emergency situation and any proposed solution. As soon as practical, but no later than 48 hours after starting the emergency response, the permit holder shall notify the County Engineer in writing of the emergency response effected, in detail and the reason(s) immediate action was necessary.

Time Limits



until October 31, 2027

The permit holder is allowed ~~ninety (90) days from the granting of the permit~~ to complete operations. If the permit holder can not complete the work within the allowed time frame specified, the permit holder may re-apply. Any re-application must be completed prior to the expiration of the previously issued permit.

Bonds

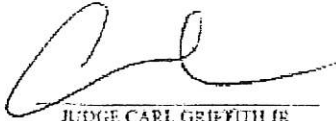
Permit holder shall have in force with Jefferson County a performance bond in the principal amounts of **\$10,000.00** for each roadway crossing and **\$100,000.00** per mile or fraction thereof or **\$25,000.00** per culvert crossing. The bond shall be payable to Jefferson County for the use and benefit of protecting against damage to Jefferson County's property.

The bond shall provide that it may not be cancelled, altered or otherwise modified without fifteen (15) days prior written notice to Jefferson County. The bond shall be good and in effect for the length of the permit or such time as operations may be reasonably expected to be in effect.

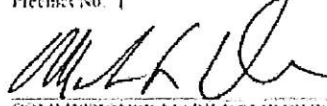
Violations of this order shall be adjudicated in accordance with Section 251.161, Transportation Code which provides that a violation of a County Weight Limit Order is a misdemeanor which will be punished by a fine not to exceed \$50.00 for the first offense; a fine not to exceed \$200.00 for the second offense; and for each subsequent offense a fine not to exceed \$500.00; confinement in the county jail for a period not to exceed 60 days; or both the fine and confinement.

This resolution supersedes and repeals the 1986 resolution of the Jefferson County Commissioners' Court concerning maximum weight limits for County roads, and shall be in full force and effect from the 23rd day of August, 1999.

PASSED this 23rd day of August, 1999.


JUDGE CARL GRIFFITH JR.

COMMISSIONER JIMMIE P. CONNORS
Precinct No. 1

COMMISSIONER WAYNE D. HALLMARK
Precinct No. 3

COMMISSIONER MARK DOMINGUE
Precinct No. 2

COMMISSIONER ED MOORE
Precinct No. 4



[Download Overweight Vehicle Permit](#)

[Back to Engineering](#)





Resolution

STATE OF TEXAS

§

COMMISSIONERS'
COURT

COUNTY OF JEFFERSON

§

§

OF JEFFERSON COUNTY,
TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 14th day of June, 2010, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

Resolution Concerning Overweight Trucks

WHEREAS, overweight trucks are causing extensive damage to Jefferson County roads and thereby causing our county taxpayers to absorb an unfair burden to repair that damage; and

WHEREAS, the Texas Senate Transportation and Homeland Security Committee has conducted hearings to consider requests by the transportation industry to increase weight permit limits from 84,000 to 97,000 pounds; and

WHEREAS, allowing an increase in current overweight truck permits would ignore the increased cost and safety issues resulting from the current overweight truck permits; and

WHEREAS, most of our ~~count~~ roads are normally designed for a 42,000-pound capacity and a single overweight truck is causing as much road damage as 10,000 automobiles; and

WHEREAS, the Jefferson County budget is grossly underfunded and any savings achieved by the transportation industry from an increase of overweight truck limits will be eclipsed by the cost to taxpayers to repair damage to our roads; and

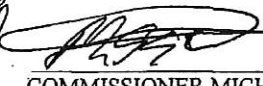
NOW THEREFORE, be it resolved that the Commissioners' Court of Jefferson County, Texas urges all state elected officials to:

1. Abolish the statewide overweight truck permit;
2. To triple the fines for overweight vehicles; and
3. Allocate a portion of the motor fuel tax to Jefferson County for road repair and improvement.

SIGNED this 14th day of June, 2010.

JUDGE RONALD WALKER
County Judge


COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER MARK L. DOMINGUE
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



PERMIT PERFORMANCE BONDBond No. 30176122

KNOW ALL MEN BY THESE PRESENTS, that we, Trident Intrastate Pipeline LLC, 1001 Louisiana St., Ste 1000, Houston, TX 77002, as Principal, and Western Surety Company, licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County Commissioner's Court, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701 (Obligee), in the penal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00), lawful money of the United State of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has obtained a permit from the Obligee to work within the public right-of-way as indicated on the permit. Overweight Vehicle Permit utilizing State Park Road

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall repair or install said facilities in the right-of-way as set forth in said permit; and complete, or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the Obligee. If the restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until the permit expires. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

This bond shall become effective the 3rd day of November, 2025, and may be terminated by thirty (30) days written notice of cancellation by the Surety. The liability of the Surety under this bond shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 3rd day of November, 2025.

Trident Intrastate Pipeline LLC

(Principal)

Witness

Tiwisha Shepherd

By



Chris Graeter, Vice President

Western Surety Company

(Surety)

Witness

Dylan Clark

By



Stephanie Moore Harold, Attorney-in-Fact

Western Surety Company

387

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of August, 2025.



WESTERN SURETY COMPANY

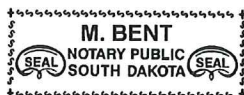
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of August, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of November, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Application Date

N/A

State Permit Number
(If Applicable)

Permit Number

3

Precinct Number

**JEFFERSON COUNTY
OVERWEIGHT VEHICLE PERMIT**Business Name: WHC Energy Services Phone Number: 337-837-8765Business Address: 300 Industrial Trace, Broussard, LA 70518Local Representative: Naomi ProulxDescription of Work/Type/Location: Pipeline ConstructionDescription of Route: State Park Road from Hwy. 87 to Keith Lake Boat RampBond Number: 30176122 Bond Amount: \$100,000.00

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

Permit Approved: ☒ Yes ☐ No (If No Reason) _____

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

WHC Energy Services

Business Name

300 Industrial Trace

Mailing Address

Broussard, LA 70518

Naomi Proulx - Manager of Transportation Safety & Compliance

Representative Name and Title

Naomi Proulx

Representative Signature and Date

Jefferson County

[Signature]
County Engineer[Signature]
Precinct Superintendent[Signature]
Engineering Specialist



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

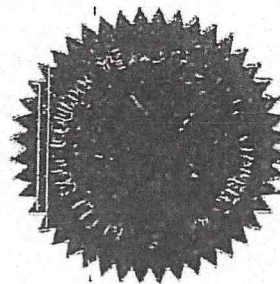
AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

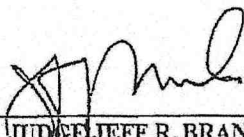
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that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

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

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

Signed this 26 day of August, 2013





JUDGE JEFF R. BRANICK
County Judge

STATE OF TEXAS

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§
§

COUNTY OF JEFFERSON

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND Trident Intrastate Pipeline LLC

WHEREAS, Trident Intrastate Pipeline LLC (hereinafter "Company") intends to conduct Construction of a Natural Gas Pipeline [describe operation], (hereinafter the "Project") at a site located on State Park Road (county road name) located in Precinct No. 3; and

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

1. County Road State Park Road;
2. County Road _____; and

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

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

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

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

1. Company may utilize County road State Park Road and County road Parking Lot of property for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of January 2, 2026 to a termination date of January 2, 2027. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: State Park Road] and County [2nd road name: Parking Lot of property] for additional support.

4. Company shall provide a surety bond in the sum of [\$ 100,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 3 of Jefferson County, Texas before transporting any equipment on County [road name: State Park Road and County [2nd road name: Parking Lot of property] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this _____ day of _____, _____

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the _____ day of _____, _____

Attest:

Jefferson County Clerk



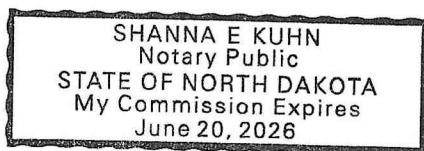
Authorized Agent for Trident Intrastate Pipeline LLC

THE STATE OF ~~TEXAS~~ NORTH DAKOTA
COUNTY OF ~~JEFFERSON~~ WILLIAMS

§
§
§

I, SHANNA E KUHN a notary public, do hereby certify that on this 3rd day of NOVEMBER, 2025, personally appeared before me MELISSA COWAN, being by me first duly sworn, declared that he is the ATTORNEY-IN-FACT of TRIDENT INTRASTATE PIPELINE LLC and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 3rd day of NOVEMBER, 2025



Shanna E Kuhn
Notary Public, State of ~~Texas~~ NORTH DAKOTA
Notary's Typed/Printed Name
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1st road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Length of [2nd road name]:

Type of road surface/material:

Number of culverts/bridges:

Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

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

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

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

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

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

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

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

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

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

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

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

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

Total for [1st road name] \$ _____

Keith Lake Boat Ramp and Entrance Road (State Park Road)

See attached Rate sheets.

Jefferson County's Overweight Policy

COUNTY OF JEFFERSON §

STATE OF TEXAS §

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

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

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

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

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

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

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

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

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

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

Where:

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

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

"N" is number of axles in the group;

(4) a weight heavier than:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Gordon Road – Precinct No 3 – 32,000 pounds

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

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

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

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

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

Heckaman Loop – Precinct No. 3 – 32,000 pounds

French Village – Precinct No. 3 – 32,000 pounds

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

Hamshire Rd from Hwy 124 to IH-10 – Precinct No. 3 – 32,000 pounds

Rollins Rd from Englin Rd. to Hwy 124 – Precinct No. 3 – 32,000 pounds

Kiker Rd. from Hwy 124 to Hwy 73 – Precinct No. 3 – 32,000 pounds

Brush Island from Hampshire Rd. to Rollins Rd.-Precinct No. 32,000 pounds

It is further RESOLVED and ORDERED that any vehicular traffic exceeding any of the foregoing weight limits be and hereby is divided into two categories:

CATEGORY 1: OVERWEIGHT VEHICLES – Vehicles exceeding any of the foregoing weight limits but which does not exceed 100,000 pounds in overall gross weight on a group of two or more consecutive axles.

CATEGORY 2: SUPERHEAVY VEHICLES – Vehicles exceeding any of the foregoing weight limits with an overall gross weight on a group of two or more consecutive axles exceeding 100,000 pounds.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 1 and not possessing a valid State permit for overweight vehicles must first notify the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate and then obtain a permit from the Jefferson County Engineer. The initial permit granted by the County Engineer shall be valid for a period of ninety (90) days from the date of its issuance. During this ninety (90) day period it shall be the duty of anyone desiring to operate overweight vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of an overweight vehicle may be required by the Commissioner's Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the State or County permit. The granting of permits under this provision shall be in accordance with Section 623.018, Transportation Code.

It is further RESOLVED and ORDERED that any vehicular traffic classified in Category 2 and not possessing a valid state permit for overweight vehicles will be allowed to operate on county roads after notifying the precinct Commissioner and/or foreman in the precinct or precincts in which it will operate, and after obtaining a Category 2 overweight permit from the County Engineer. The initial permit granted by the County Engineer shall be valid for a ninety (90) day period; it shall be the duty of anyone desiring to operate superheavy vehicles to request a permit from the Jefferson County Commissioners' Court. An operator of a superheavy vehicle may be required by the Commissioners' Court to execute a bond in an amount sufficient to guarantee the payment of any damages to any County road or County bridge sustained as a consequence of the transportation authorized by the County permit. The granting of

permits under this provision shall be in accordance with Section 623.018, Transportation Code. A \$200.00 fee shall be charged for Category 2 superheavy permits.

It is therefore RESOLVED and ORDERED that the following:

Who Must Apply

Any person, company or corporation wishing to operate a motor vehicle, trailer, semitrailer, or combination of those vehicles, or a truck-tractor or combination of a truck-tractor and one or more other vehicles, that is in itself overweight, oversize or overlength, or while in the action of transporting a commodity, is overweight, oversize or overlength, on the roadways of Jefferson County, or in the opinion of the County Engineer could severely damage the roadway.

A maximum weight set under this resolution does not apply to a vehicle delivering groceries or farm products to a destination requiring travel over a road for which the maximum is set.

A maximum weight or load set under this policy becomes effective on a highway or road when appropriate signs giving notice of the maximum weight or load are erected on the highway or road under order of the Commissioners Court.

Any person, company or corporation in possession of a valid and current overweight vehicle permit issued by the State of Texas, as defined in the State of Texas' Transportation Code, section 623.011, "Permit For Excess Axle Or Gross Weight", is exempt from having to obtain an overweight vehicle permit from Jefferson County. Any person, company or corporation issued a state permit under the above section must provide copies of the issued permit and bonds provided to the state, along with the completed permit application to the address listed below under Application.

The permittee shall comply with all rules, regulations, principals and specifications herein contained and any others subsequently adopted by the Jefferson County Commissioners' Court prior to the issuance of the permit.

Application

The permittee must complete seven (7) copies of the form herein contained, outlining in detail the purpose and route of the overweight vehicle. A plat of the project area identifying the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership.

A current USGS (United States Geological Survey) 7.5' Quad map with the location and route of the overweight vehicle, including roads, major stream crossings, survey lines, scale, northerly direction and property ownership will satisfy the plat requirements.

The completed application forms and maps must be returned to:

Jefferson County Engineering Department

1149 Pearl Street – 5th Floor

Beaumont, Texas 77701

Changes and Alterations

Advance notification in writing will be required for any changes or alterations in the Overweight Vehicle Permit except in emergency situations where the safety of the public would be endangered.

In any such emergency, contact the County Engineer by phone (409) 835-8584 and inform him/her of the emergency situation and any proposed solution. As soon as practical, but no later than 48 hours after starting the emergency response, the permit holder shall notify the County Engineer in writing of the emergency response effected, in detail and the reason(s) immediate action was necessary.

Time Limits

The permit holder is allowed ninety (90) days from the granting of the permit to complete operations. If the permit holder can not complete the work within the allowed time frame specified, the permit holder may re-apply. Any re-application must be completed prior to the expiration of the previously issued permit.

Bonds

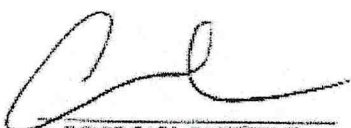
Permit holder shall have in force with Jefferson County a performance bond in the principal amounts of **\$10,000.00** for each roadway crossing and **\$100,000.00** per mile or fraction thereof or **\$25,000.00** per culvert crossing. The bond shall be payable to Jefferson County for the use and benefit of protecting against damage to Jefferson County's property.

The bond shall provide that it may not be cancelled, altered or otherwise modified without fifteen (15) days prior written notice to Jefferson County. The bond shall be good and in effect for the length of the permit or such time as operations may be reasonably expected to be in effect.

Violations of this order shall be adjudicated in accordance with Section 251.161, Transportation Code which provides that a violation of a County Weight Limit Order is a misdemeanor which will be punished by a fine not to exceed \$50.00 for the first offense; a fine not to exceed \$200.00 for the second offense; and for each subsequent offense a fine not to exceed \$500.00; confinement in the county jail for a period not to exceed 60 days; or both the fine and confinement.

This resolution supersedes and repeals the 1986 resolution of the Jefferson County Commissioners' Court concerning maximum weight limits for County roads, and shall be in full force and effect from the 23rd day of August, 1999.

PASSED this 23rd day of August, 1999.

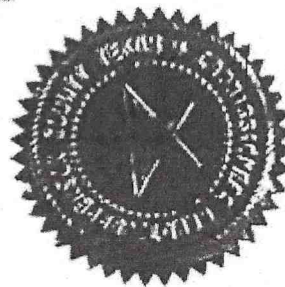

JUDGE CARL GRIFFITH JR.


COMMISSIONER JIMMIE P. CONINOS
Precinct No. 1


COMMISSIONER WAYMON D. HALLMARK
Precinct No. 3


COMMISSIONER MARK DOMINGUE
Precinct No. 2


COMMISSIONER ED MOORE
Precinct No. 4



[Download Overweight Vehicle Permit](#)

[Back to Engineering](#)





Resolution

STATE OF TEXAS

§

COMMISSIONERS'
COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY,
TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 14th day of June, 2010, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

Resolution Concerning Overweight Trucks

WHEREAS, overweight trucks are causing extensive damage to Jefferson County roads and thereby causing our county taxpayers to absorb an unfair burden to repair that damage; and

WHEREAS, the Texas Senate Transportation and Homeland Security Committee has conducted hearings to consider requests by the transportation industry to increase weight permit limits from 84,000 to 97,000 pounds; and

WHEREAS, allowing an increase in current overweight truck permits would ignore the increased cost and safety issues resulting from the current overweight truck permits; and

WHEREAS, most of our ^{county} roads are normally designed for a 42,000-pound capacity and a single overweight truck is causing as much road damage as 10,000 automobiles; and

WHEREAS, the Jefferson County budget is grossly underfunded and any savings achieved by the transportation industry from an increase of overweight truck limits will be eclipsed by the cost to taxpayers to repair damage to our roads; and

NOW THEREFORE, be it resolved that the Commissioners' Court of Jefferson County, Texas urges all state elected officials to:

1. Abolish the statewide overweight truck permit;
2. To triple the fines for overweight vehicles; and
3. Allocate a portion of the motor fuel tax to Jefferson County for road repair and improvement.

SIGNED this 14th day of June, 2010.

JUDGE RONALD WALKER
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER MARK L. DOMINGUE
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT WE STEWART K. DUPECHIN & ANGELA DUPECHIN, OWNER OF 1,134 ACRES OF LAND, PART OF LOT 1, BLOCK 3, SMITH HODGSON & BIGLOW TRUCK FARM SUBDIVISION, VOL. 4, PG. 73, MAP RECORDS, JEFFERSON COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED NOVEMBER 25, 1998, RECORDED IN FILE NUMBER 9843939, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, TEXAS DO HEREBY SUBDIVIDE 1,134 ACRES OF LAND, PART OF LOT 1, BLOCK 3, SMITH HODGSON & BIGLOW TRUCK FARM SUBDIVISION, VOL. 4, PG. 73, MAP RECORDS, JEFFERSON COUNTY, TEXAS IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND TO WHICH WE HEREBY DEDICATE TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 31st DAY OF November 2025

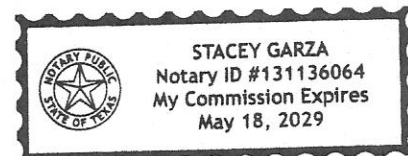
OWNER STEWART K. DUPLECHIN

OWNER ANGELA DUPLICHIN

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEWART K. DUPLÉCHIN & ANGELA DUPLÉCHIN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 3rd DAY OF November, A.D., 2025



NOTARY PUBLIC IN AND FOR
JEFFERSON COUNTY, TEXAS

MY COMMISSION EXPIRES 5/18/2009
(DATE)

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____, A.D. 20____, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE
JEFFERSON COUNTY, TEXAS

I, MICHELLE FALGOU, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

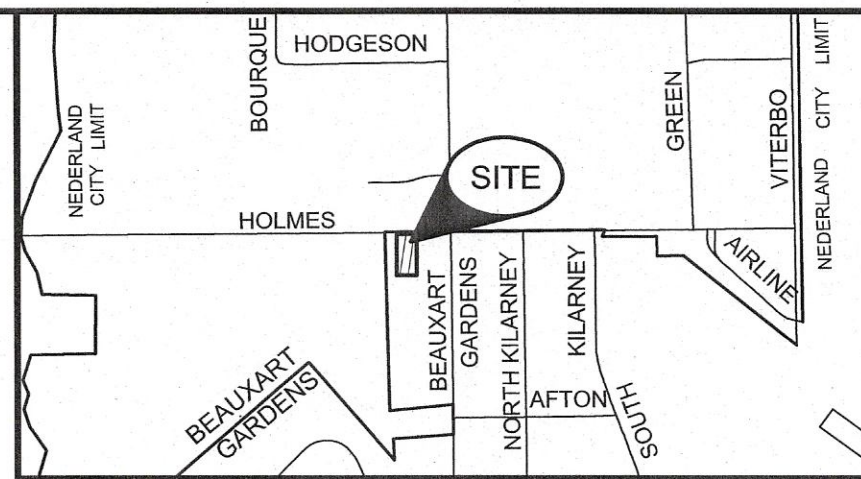
COUNTY ENGINEER

I, ANTHONY M. LEGER, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR
CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE
SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 548



FILED FOR RECORD _____, 20____ AT _____ O'CLOCK ____M.
 ROXANNE ACOSTA HELLBERG, COUNTY CLERK, JEFFERSON COUNTY, TEXAS
 BY _____ RECORDED _____, 20____ AT _____ O'CLOCK ____M.
 _____ DEPUTY CLERK, JEFFERSON COUNTY, TEXAS
 RECORDED IN FILE NO. _____ OFFICIAL PUBLIC RECORDS.



VICINITY MAP
NO SCALE

1.134 ACRES OF LAND
OUT OF BLOCK 3, SMITH-HODGSON AND BIGELOW
TRUCK SUBDIVISION
JEFFERSON COUNTY, TEXAS

BEING 1.134 acres of land replat of part of Lot 1, Block 3, Smith-Hodgson and Bigelow Truck Subdivision, recorded in Volume 4, Page 73, Map Records, Jefferson County, Texas, being part of a tract of land described in a deed to Stewart K. Duplechin and Angela Duplechin, recorded in File No. 9843939, Official Public Records, Jefferson County, Texas; said 1.134 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a set 1/2" steel rod in conc., capped and marked "SOUTEX", found of the most Northerly corner of a (Called 0.6337) acre tract of land described in a deed to My Hien Hoang & Thai Hoang, recorded in File No. 2017037078, Official Public Records, Jefferson County, Texas; said 1/2" steel rod being on the Southwest Right-of-Way line of a dedicated road named Holmes Road and most Easterly corner of the herein described tract, having a Texas Coordinate of N:13932472.99 E:3541703.75;

THENCE, South 36 deg., 42 min., 07 sec., West on the
Northwest line of the (Called 0.6337) acre tract, a distance of
321.11' to a 1/2" steel rod, capped and marked "SOUTEX",
found for the most Westerly corner of the (Called 0.6337)
acre tract on the Northeast line of The Lakes of Nederland
Subdivision, recorded in File No. 2008004729, Official Public
Records, Jefferson County, Texas; said 1/2" steel rod being the
most Southerly corner of the herein described tract;

THENCE, North 33 deg., 16 min., 00 sec., West (Colled North 48 deg., 47 min., 00 sec., West) on the Northeast line of The Lakes & Nederland Subdivision, a distance of 154.25' to a 1/2" steel pipe found bent for the most Southerly corner of a tract of land described in a deed to Russell J. Severson and Sharon L. Severson, recorded in File No. 2014020115, Official Public Records, Jefferson County, Texas; said 1/2" steel pipe being the most Westerly corner of the herein described tract;

THENCE, North 36 deg., 49 min., 05 sec., East (Called North 41 deg., 13 min., 00 sec., East) on the Southeast line of said Severson Tract, a distance of 320.93' (Called 320.00') to a ½" steel rod, found for the most Easterly corner of said Severson Tract on the Southwest Right-of-Way line of said Holmes Road; said ½" steel rod being the most Northerly corner of the herein described tract;

THENCE, South 53 deg., 20 min., 01 sec., East (Called South 48 deg., 47 min., 00 sec., East) on the Southwest Right-of-Way line of said Holmes Road, a distance of 153.60' to the POINT OF BEGINNING and containing 1.134 acres of land more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on October 08, 2025.

Stewart K. Duplechin
24-0525

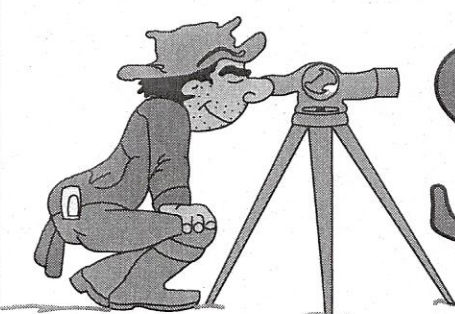
NOTE:

1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH-CENTRAL ZONE, U.S. SURVEY FEET, REFERENCED TO SMARTNET, NA. ELEVATIONS SHOWN REFERENCED TO GED 12B.
2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SURVEYED LOCATIONS IN THE FLOOD ZONE NOTED, LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED.
3. UNLESS SPECIFIED, SOUTHEX SURVEYS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP.
4. TEXAS 811-CALL SHOULD BE DONE PRIOR TO ANY DIGGING OR CONSTRUCTION IN CASE OF UNDERGROUND PIPELINES OR UTILITIES.

JOB NO. 24-0525

DRAWN BY: E.A

SHEET 1 OF 1



SOUTEX SURVEYORS

3737 Doctors Drive
Port Arthur, Texas 77642
Tel. 409.983.2004
Fax. 409.983.2005
soutexsurveyors.com

T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #101238

© RIGHTS RESERVED

● = SET 1/2" STEEL ROD
 CAPPED "SOUTEX"
 [XXXX] = SITE ADDRESS
 E.G. = EXISTING GRADE
 O.P.R.J.C. = OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY

BOAT RAMP LETTER AGREEMENT

WHEREAS, Trident Intrastate Pipeline LLC (“Trident”) is in the process of constructing pipeline infrastructure and related appurtenances (collectively, the “Pipeline”) in Jefferson County, Texas (the “County”) (Trident and the County collectively the “Parties”); and

WHEREAS, in order for Trident to construct the Pipeline, Trident will require access to, and use of, certain boat ramps owned and/or maintained by the County, more specifically described on Exhibit “A”, attached hereto and made a part hereof (the “Boat Ramps”); and

WHEREAS, the County is agreeable to Trident’s use of the Boat Ramps, subject to the terms and conditions herein.

THEREFORE, in exchange for \$10.00, the covenants herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Licensed Use

The County grants Trident a temporary, non-exclusive license to access and use the Boat Ramps solely for purposes construction of the Pipeline, transportation of materials, equipment, and personnel and related activities. This Agreement does not convey any property interest or easement in the Boat Ramps. This license shall commence October 31, 2025 and terminate October 31, 2027 (the “Term”).

2. Covenant Not to Impede Public Access

During the Term, Trident shall not unreasonably interfere with or impede public access to or use of the Boat Ramps. Trident shall coordinate its activities with the County to ensure that public access is maintained to the extent practicable and safe under the circumstances.

3. Maintenance During Use

Trident shall, at its sole cost and expense, maintain the Boat Ramps and all surrounding areas used by Trident in the same or better condition as existed prior to Trident’s use. Trident shall promptly repair any damage caused by its operations or those of its contractors, employees, or agents.

4. Restoration Obligation

Upon completion of initial construction of the Pipeline and associated restoration obligations, Trident shall restore the Boat Ramps and any affected County property to the same condition (or better) as existed immediately prior to Trident’s initial use. Restoration shall include, without limitation, removal of debris, repair of any structural or surface damage, and grading or paving as necessary to restore functionality and safety.

5. Indemnity

Trident shall indemnify, defend, and hold harmless Jefferson County, its officers, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to (a) Trident’s use of the Boat Ramps, (b) the acts or omissions of Trident, its contractors, employees, or agents, or (c)

any breach of this Agreement by Trident; except to the extent such claims arise from the gross negligence or willful misconduct of the County.

6. Insurance

During the term of this Agreement, Trident shall maintain insurance coverage in accordance with the terms described in Exhibit "B", attached hereto and made a part hereof.

7. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be amended only in writing signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute shall lie exclusively in Jefferson County, Texas.

[Signature pages to follow]

Accepted and Agreed:

Jefferson County, Texas

By: _____

Name: Jeff Branick

Title: County Judge

Date: _____

Trident Intrastate Pipeline LLC

By: 

Name: Melissa Cowan

Title: Attorney in Fact

Date: 11/5/2025

EXHIBIT A – BOAT RAMPS

- Keith Lake Boat Ramp (approx. 29°46'19.61"N, 93°56'59.01"W)
- HWY-87/ICWW (approx. 29°49'29.29"N, 93°57'53.75"W)
- @Hwy 73/Taylor Bayou (approx. 29°52'58.13"N, 94° 3'0.53"W)

EXHIBIT B – INSURANCE

During the term of this Agreement, Trident shall carry and maintain, and shall cause its contractors to carry and maintain the following insurance from carriers with an A.M. Best rating of not less than A-/VII or Trident may meet the insurance requirements below through any combination of primary, umbrella/excess liability and/or self-insurance:

- a. Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the work is to be performed.
- b. Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.
- c. Commercial General Liability Insurance insuring the indemnity provisions set forth in this Agreement with a combined single limit of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. All policies shall remove any exclusion for explosion, collapse and underground operations (XCU), sudden and accidental pollution and include coverage for blanket contractual liability assumed hereunder.
- d. Business Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000.
- e. Umbrella/Excess Liability Insurance with a minimum limit of not less than \$5,000,000 per occurrence. Such umbrella policy shall be in excess of the Employer's Liability Insurance, Commercial General Liability Insurance and Business Automobile Liability without gaps in limits and provide coverage as broad as those underlying policies.

All insurance policies of Trident shall include a waiver of subrogation in favor of the County and each of its respective subsidiary or affiliated companies and entities, and shall name the County and each of its respective subsidiary or affiliated companies and entities, and their respective directors, officers, agents and employees as additional insureds (except for Workers' Compensation). All such insurance coverages required of Trident shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of the County, respectively, and shall provide 30 days notice in case of cancellation or 10 days in case of termination due to non-payment. Prior to beginning any operations under this Agreement, Trident shall furnish the County with certificates of insurance evidencing insurance coverage and provisions provided for in this Agreement.

After recording, return to: Trident
Intrastate Pipeline LLC c/o TRC
Solutions
Land & Right of Way Department
804 W Dallas Street, Suite 9
Conroe, Texas 77301

Tract No. TX-JF-690.100

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

RIGHT-OF-WAY AND EASEMENT AGREEMENT

JEFFERSON COUNTY, TEXAS, A STATE GOVERNMENTAL AGENCY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, its successors and assigns, ("Grantor"), whose address is 1149 Pearl Street, Beaumont, Texas 77701, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell and convey unto **TRIDENT INTRASTATE PIPELINE LLC, a Delaware limited liability company ("Grantee"),** whose address is 1001 Louisiana Street, Suite 1000, Houston, Texas 77002, its successors and assigns, effective _____ ("Effective Date") a permanent non-exclusive right-of-way and easement ("Easement") with a maximum width not to exceed fifty feet (50') to own, use, develop, construct, lay, improve, install, operate, maintain, inspect, test, protect, repair, alter, convert, replace, in whole or in part, reduce the size of, relocate within the easement, and remove or abandon in place a maximum of one (1) pipeline with a maximum diameter as initially installed (excluding any protective coating or wrapping) not to exceed forty-two inches (42") in diameter ("Pipeline"), along with and including Authorized Appurtenances, as that term is defined hereafter, for the transportation of natural gas and its associated substances with the location of the permanent right-of-way and easement being more particularly described in and substantially as shown on Exhibit "A", attached hereto and made a part of this Agreement on, in, over, under, through and across the lands described in Exhibit "A" of Grantor situated in Jefferson County, Texas (the "Property").

Grantee shall have the right to select the exact location of the Pipeline within the Easement.

For two (2) years, commencing on the initial construction of the Pipeline on the Property, Grantee shall also have a temporary right-of-way easement located parallel and adjacent to the said permanent right-of-way and easement and additional temporary workspaces (if any) as described and depicted on the attached Exhibit "A", along with the right to use additional workspaces not depicted as, may be needed at road, railroad, creek, ditches, waterways, utility crossings and areas that may have unique terrain considerations. Grantee agrees to occupy the temporary right-of-way areas only for the length of time necessary to construct, and to complete surface restoration of the permanent and temporary right-of-way easement.

Grantee shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted including the free, non-exclusive right of ingress and egress, entry and access on, to, over, and across the Easement and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, together with a free, non-exclusive right of ingress and egress to and from the Easement and upon and over Grantor's land via the temporary access easement described

and depicted in Exhibit "A-1" (the "Temporary Access Easement"), which Grantor hereby grants, bargains, sells and conveys, for any and all purposes necessary and/or incident to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline or Authorized Easement Appurtenances, as defined herein. Grantor further conveys to Grantee the right to improve, replace, or install a permanent road surface within the Temporary Access Easement, said rights of ingress and egress for any and all purposes necessary and/or incident to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline or Authorized Appurtenances (as defined herein) or the exercise by Grantee of the rights granted to it by this Agreement. Grantee agrees to occupy the Temporary Access Easement only for the length of time necessary to construct and complete surface restoration of the permanent and temporary right-of-way easements conveyed herein. The Easement, temporary right-of-way easement and Temporary Access Easement shall be collectively referred to as the "Easements". This permanent easement shall be in perpetuity. Grantee shall not have the right to grant a third-party access to the Easements for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline or Authorized Appurtenances.

Grantee shall have the right under this Agreement to install, maintain, and/or operate pipeline-related appurtenances including, and expressly limited to, below-ground pipes, meters, valves, electric facilities, communication facilities and any other equipment or facilities that may be necessary or desirable in connection with the Pipeline, and above-and below-ground pipeline markers, vents, and cathodic protection and alternating current mitigation equipment and facilities (generally including cathodic protection test leads, gradient control matting, grounding systems, rectifiers, electric lines, electric meters, junction boxes, power supplies, anodes, decouplers, wires, ribbons, poles, and ground beds) (collectively, the "Authorized Appurtenances"). Grantee shall place the above-ground Authorized Appurtenances as near as reasonably practical to the junction of the Permanent Easement and fence lines, property lines, electric transmission lines, pipeline crossings, river or creek crossings, road crossings, any other location required by applicable law, regulation, or rule, and/or as may be determined necessary by Grantee.

Grantee shall have the right to remove all fences from the Easements and the temporary workspaces, as required for purposes of construction or repairs of the Pipeline and prior to cutting any fence, Grantee shall brace the existing fence on both sides of the right-of way adequately, and in such manner that there should be no slacking of the wires. While constructing through fenced areas, Grantee shall install gap fences or deterrent to keep cattle or livestock from crossing one fenced pasture to another.

Grantee shall have the right to install, remove, cut, use, repair, and replace any gate(s) or fences that cross the Easement. Any gate installed by Grantee shall be an oil field type gate consisting of one (1) sixteen (16) feet in width. All gates used by Grantee in connection with operations under this Agreement shall be kept locked at all times, except when passing through same. In the event Grantee does not repair and/or restore the fences or gates, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for any damage caused by Grantee to the gates and fences.

Upon request by Grantor, in areas where the pipeline is not installed by boring or horizontal directional drilling Grantee shall double ditch the Easement by segregating the topsoil from the ditchline up to a maximum of twelve inches (12") so that the topsoil will be segregated from the subsoils. In backfilling after installation, the topsoil first removed shall as reasonably practical be used as cover soil in such a manner so as to result in it being returned to the top of the ditchline as topsoil.

Grantee shall remove all trash and other debris that Grantee or its contractors deposit on the Easements. Grantee will restore the Easements and Grantor's remaining property, if any, used by

Grantee to as near to original condition as is reasonably practicable and will maintain the Easements in a manner consistent with the purposes for which the Easements will be used by Grantee, including, but not limited to, the removal of all construction debris upon completion of installation and construction of the Pipeline and Authorized Appurtenances, and clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. In the event Grantee does not restore the Easements and Grantor's remaining property, if any, used by Grantee, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for actual monetary damages incurred by Grantor that arise from damage to the Easements and/or Grantor's remaining property, if any, caused by Grantee.

Grantee agrees to initially bury the pipeline so that the top of the pipelines at least forty-eight inches (48") below the surface of the ground when constructed/installed so as not to interfere with normal cultivation of the land, except at those locations where rock is encountered, the pipeline may be buried at a lesser depth. Grantor agrees to not disturb, alter, interfere with or reduce the depth of cover over the pipeline and shall be responsible for any expenses associated with its farming operations if the depth of cover is reduced below forty-eight (48") inches.

Grantee shall have the right to cut or clear from the Easements (and the temporary workspaces during the initial construction), all trees, shrubbery, undergrowth, and any other obstructions that may injure, endanger or interfere with the construction, operation, maintenance, inspection, repair or use of the pipeline and/or Easements (and the temporary work spaces during the initial construction). During the initial construction, Grantee shall remove all brush and debris, if any, cleared from the Easements by burning, chipping, and/or burying. The method of disposal shall be selected by Grantee.

During pipeline construction and any subsequent altering, repairing, removing or replacing of said pipeline, Grantee agrees that it will leave earthen plugs sufficient to permit Grantor's, his tenants and/or Lessees equipment and/or livestock, to cross over the ditch at reasonable locations along the right-of-way.

After the completion and installation of the Pipeline, Grantee agrees to mark the locations of its pipeline with permanent above ground markers in accordance with applicable state or federal regulations.

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, excepting any time period caused as a result of any force majeure action, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same., Grantee shall have the right for twenty-four (24) months following any termination of this easement to remove its pipe, valves and all other property. Upon expiration of such period, any such property of Grantee remaining on said land shall become the property of Grantor.

It is understood and agreed that the consideration herein paid for the Easements and temporary workspaces includes the payment for market value of the Easements, both permanent and temporary, and any monetary damages, including usual and customary damages, arising from the initial construction and installation of the pipeline, including, but not limited to, damage to vegetation (grass, crops, trees, shrubs, etc.) and income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments. The initial consideration does not, however, include damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the pipeline after initial construction and installation of the pipeline. Grantor has the right to actual monetary damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the pipeline after the initial construction and installation of the pipeline. If applicable,

Grantee agrees to pay a fair and reasonable amount for actual damages, including but not limited, to roads, fences, ditches, culverts, terraces, livestock, buildings and other structural improvements caused by Grantee in the exercise of its rights hereunder; provided, however, subsequent to initial construction, Grantee shall have the right from time to time to cut all trees and/or undergrowth that in Grantee's judgment may injure, endanger, or interfere with the exercise of Grantee's rights and privileges granted herein. Grantee shall not be liable for damages caused on the right of way and easement by keeping the right of way and easement clear of trees and undergrowth.

Grantor reserves all oil, gas and minerals on and under said lands, reserves the right to farm, cultivate and graze the land, to build levees or cross fences on, over and across the land as near as to a 90 degree angle as possible, as well as to full use and enjoyment of the premises, subject to the specific rights granted to Grantee hereunder; provided, however, Grantor shall not construct on or over the permanent right of way and easement any buildings, structures or other improvements, natural or man-made obstructions, or lakes or ponds of any nature that interfere with the construction, maintenance, repair or operation of the pipeline constructed by Grantee.

Notwithstanding any other provision in this Agreement, Grantor may construct streets or roads (including gravel, asphalt, or concrete streets or roads) at any locations above the Easement that the Grantor chooses provided the portion of a street or road constructed above the Easement must cross the Easement at or near 90 degrees and may not exceed forty feet (40') in width, cause a violation of any applicable pipeline regulation, or interfere with the operation and maintenance of any pipeline. At least thirty (30) days before the date on which construction of an asphalt or concrete street or road that will be located wholly or partly in the Easement is scheduled to begin, Grantor must submit plans for the proposed construction to Grantee. Grantor's construction of any such streets or roads shall be at Grantor's sole expense. Grantor and Grantee agree that nothing in this Agreement waives any of Grantee's rights or relief under Chapter 756 of the Texas Health and Safety Code.

Grantee shall not permit any of its agents, servants, or employees, or any independent contractor performing service for it to carry any firearms onto or hunt or fish on Grantor's lands. Grantee shall not, without the express written consent of Grantor, use the Easements for any purpose other than a use stated in this Agreement.

Grantee shall have at its sole discretion, the right to assign any of its rights herein granted in whole or in part to any other person or entity. In the event Grantee assigns its interests under this Agreement in whole or part to another entity, Grantee shall provide Grantor written notice of the assignment at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property; provided, however, Grantee is not required to provide Grantor written notice if the assignment is to an affiliate or successor through merger, consolidation, or other sale or transfer of all or substantially all of Grantee's assets and business.

By entering into this Easement, Grantor warrants that Grantor is the fee owner of the property herein described and that Grantor has the authority to convey said rights and interests to the Grantee. Grantor further agrees to defend, indemnify and hold harmless the Grantee, its successors and assigns from any and all claims disputing Grantor's legal right to convey this Easement to the Grantee.

Grantee shall maintain at all times while it uses the Easements, including during construction and operations on the Easements, commercial liability insurance, issued by an insurer authorized to issue liability insurance in this State, or self-insurance, insuring the Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of the Grantee or Grantee's agents or contractors.

Grantee or Grantee's agents or contractors.

GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. **GRANTEE, TRIDENT INTRASTATE PIPELINE LLC, INDEMNIFIES HOLDS GRANTOR, JEFFERSON COUNTY, TEXAS, HARMLESS OF FROM ANY CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES /OR DEATH ARISING FROM GRANTEE'S ACTIVITIES, USE OF OR PRESENCE ON THE EASEMENTS OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.**

The Internal Revenue Code provides that a Grantee of a real property interest in this county must withhold tax if the Granter is a foreign person. Each Granter hereby certifies under oath and subject to penalties of perjury that he/she/it is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

This Easement shall be interpreted and enforced in the state of Texas where the property described herein is located. If any part, term or provision of this Easement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the real property over, under and across which the Easements are located, held to be illegal, void, or unenforceable, or to be in conflict with the law of that jurisdiction, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this agreement did not contain the particular part, term, or provision to be held invalid.

This Easement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns. Similarly, facsimile signatures shall be deemed as an original signature by the enforcing party.

This Agreement together with exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no promises, terms, condition, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns for so long thereafter as any one or more of said rights or privileges are exercised, or any pipeline, structure or facility installed hereunder is used or remains thereon. This Agreement and all of its terms, provisions, and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Granter and Grantee and their respective heirs, executors, administrators, successors, and assigns.

IN TESTIMONY WHEREOF, the parties have executed this Right of Way and Easement Agreement effective as of the day first written above.

[Remainder of page intentionally left blank]

GRANTOR:**JEFFERSON COUNTY, TEXAS**

a State governmental agency organized and
existing under the laws of the State of Texas

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §
§

This instrument was acknowledged before me on this _____ day of _____, 2025, by _____, _____ of Jefferson County, Texas, a State governmental agency organized under the laws of the State of Texas, in his/her capacity as _____ of Jefferson County, Texas.

Notary Public, State of Texas
My Commission Expires on _____

GRANTEE:

TRIDENT INTRASTATE PIPELINE LLC

By: 

Name:

TONY SALA

Title:

VP - ROW

Acknowledgment

STATE OF TEXAS

§
§
§

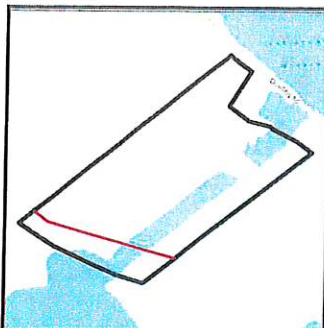
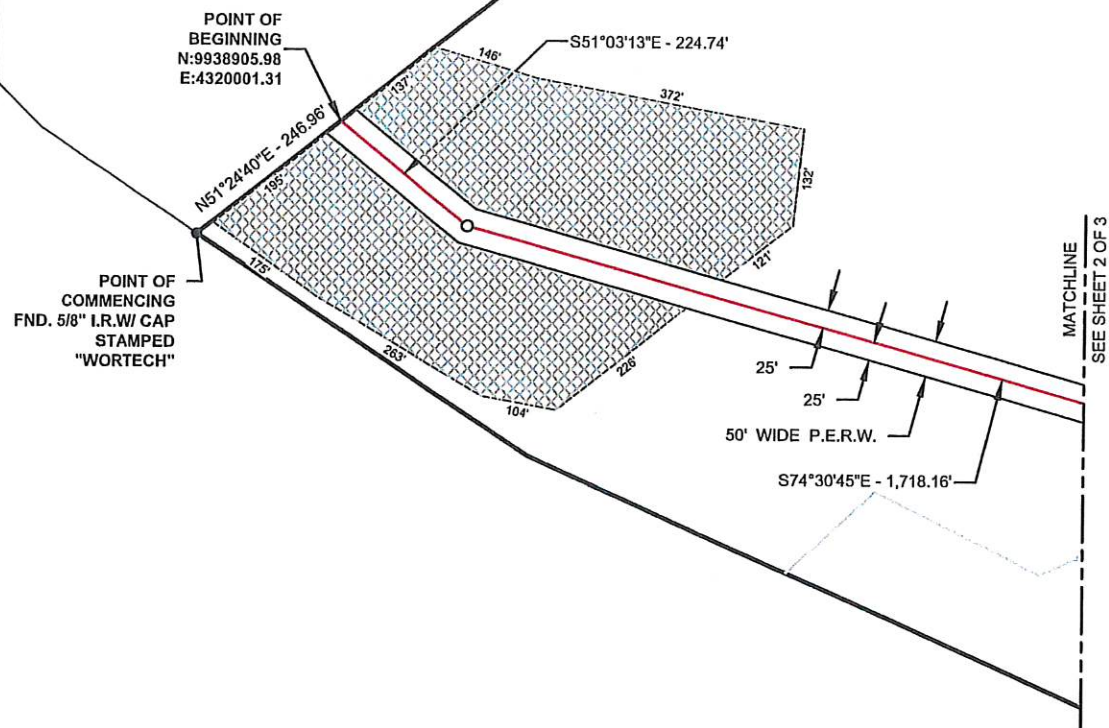
COUNTY OF HARRIS

This instrument was acknowledged before me on the 28th day of October, 2025,
by Tony Sala, as VP-ROW of Trident Intrastate
Pipeline LLC, a Delaware limited liability company.


Notary Public, State of Texas

My Commission Expires on 09/30/26

EXHIBIT "A"

JEFFERSON COUNTY, TEXAS
N. COLEMAN SURVEY SURVEY, A-12VICINITY MAP
N.T.S.TX-JF-688.000
DOCUMENT # 2006017390TX-JF-690.100
JEFFERSON COUNTY
CALLED 110.442 ACRES
DOCUMENT # 2004017255

TOTAL DISTANCE ACROSS PROPERTY: 1942.90 FEET
OR: 117.75 RODS
TOTAL AREA OF P.E.R.W.: 2.230 ACRES
TOTAL AREA OF T.W.S.: 0.000 ACRES
TOTAL AREA OF A.T.W.S.: 4.933 ACRES

NOTES

- ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY TRC PIPELINE SERVICES, LLC IN JANUARY, 2025.
- THE TITLE INFORMATION OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY TRC PIPELINE SERVICES, LLC.
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

LEGEND

I.R. IRON ROD
I.P. IRON PIPE
FND. FOUND
N.T.S. NOT TO SCALE
R.O.W. RIGHT OF WAY
T.W.S. TEMPORARY WORKSPACE
A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
T.A.R. TEMPORARY ACCESS ROAD
P.A.R. PERMANENT ACCESS ROAD
BROKEN LINE NOT SCALABLE
PROPERTY LINE
BASELINE
EXISTING PIPELINE
R.O.W.

100 0 100 200
GRAPHIC SCALE IN FEET

Chad J. Barrios
CHAD J. BARRIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6184
SURVEY FIRM LICENSE NO. 10193802



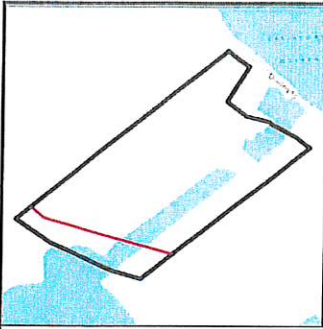
11767 Katy Freeway, Suite 850
Houston, TX 77079
(281) 616-0100 6/24/2025

TRIDENT INTRASTATE PIPELINE, LLC

DWG BY:	KP	TRIDENT PIPELINE PROJECT PERMANENT EASEMENT & RIGHT OF WAY ACROSS THE PROPERTY OF JEFFERSON COUNTY
CKD BY:	TRC	
DATE:	6/17/25	
SCALE:	1" = 200'	
REV#	DATE	DESCRIPTION
DRAWING:	TX-JF-690.100	SHEET NO. 1 OF 3

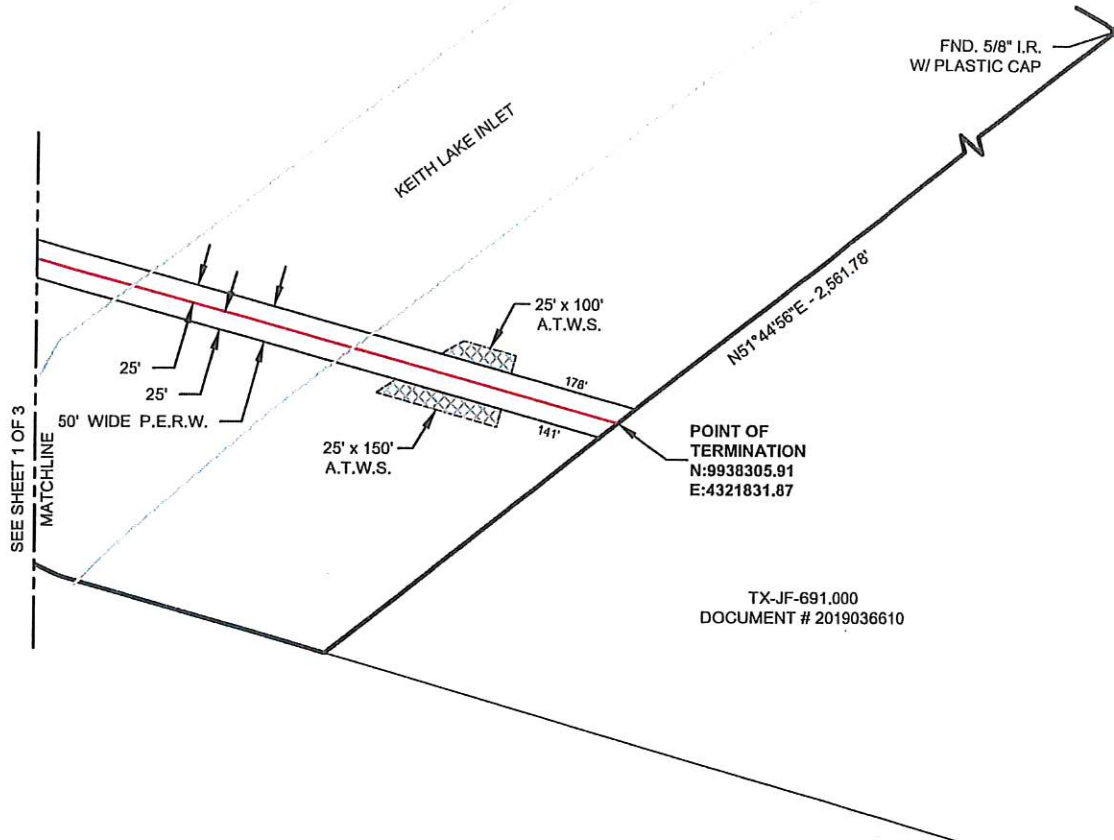
EXHIBIT "A"

JEFFERSON COUNTY, TEXAS
N. COLEMAN SURVEY SURVEY, A-12



VICINITY MAP
N.T.S.

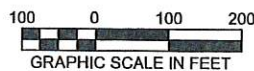
TX-JF-690.100
JEFFERSON COUNTY
CALLED 110,442 ACRES
DOCUMENT # 2004017255



TX-JF-691.000
DOCUMENT # 2019036610

LEGEND

I.R.	IRON ROD
I.P.	IRON PIPE
FND.	FOUND
N.T.S.	NOT TO SCALE
R.O.W.	RIGHT OF WAY
T.W.S.	TEMPORARY WORKSPACE
A.T.W.S.	ADDITIONAL TEMPORARY WORKSPACE
P.E.R.W.	PERMANENT EASEMENT & RIGHT OF WAY
T.A.R.	TEMPORARY ACCESS ROAD
P.A.R.	PERMANENT ACCESS ROAD
—	BROKEN LINE NOT SCALABLE
—	PROPERTY LINE
—	BASELINE
—	EXISTING PIPELINE
—	R.O.W.



NOTE:

SEE SHEET 1 OF 3 FOR NOTES, SIGNATURE, AND SEAL.

TRIDENT INTRASTATE PIPELINE, LLC

DWG BY:	KP	TRIDENT PIPELINE PROJECT PERMANENT EASEMENT & RIGHT OF WAY ACROSS THE PROPERTY OF JEFFERSON COUNTY
CKD BY:	TRC	
DATE:	6/17/25	
SCALE:	1" = 200'	
REV#	DATE	DESCRIPTION
DRAWING:		TX-JF-690.100
SHEET NO.		2 OF 3



11767 Katy Freeway, Suite 850
Houston, TX 77079
(281) 616-0100

EXHIBIT "A"

Trident Intrastate Pipeline, LLC

Trident Pipeline Project

TRACT NO. TX-JF-690.100

PERMANENT EASEMENT & RIGHT OF WAY

Description of a fifty (50) feet wide Permanent Easement & Right of Way situated in the N. Coleman Survey, A-12 Jefferson County, Texas and being over, through and across a called 110.442 acre tract of land conveyed to Jefferson County described by an instrument recorded in Document Number 2004017255 of the Official Public Records of Jefferson County, Texas, said fifty (50) feet wide Permanent Easement & Right of Way being situated twenty-five (25) feet on each side of the herein described baseline, the sidelines of said Permanent Easement & Right of Way being lengthened or shortened to meet the boundary lines of said called 110.442 acre tract of land said baseline being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with a plastic cap stamped "Wortech" THENCE North 51°24'40" East a distance of 246.96 feet to the POINT OF BEGINNING;

THENCE South 51°03'13" East, a distance of 224.74 feet, to a point;

THENCE South 74°30'45" East, a distance of 1718.16 feet, to the POINT OF TERMINATION on the East boundary line of said called 110.442 acre tract of land, from which a 5/8 inch iron rod with a plastic cap found marking the Northeast corner of said called 110.442 acre tract of land bears North 51°44'56" East a distance of 2561.78 feet, said baseline having a total distance of 1942.90 feet (117.75 rods), said Permanent Easement & Right of Way containing 2.230 acres of land, and 4.933 acres of additional temporary workspace as shown on sheet 1.

All bearings and distances shown herein are grid, based upon the Texas Coordinate System, Texas Central Zone 4203, North American Datum of 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. Survey Feet, as derived from an on the ground survey performed by TRC Pipeline Services LLC, conducted in January of 2025.



CHAD J. BARRIOS
Registered Professional Land Surveyor
Texas Registration No. 6184
Survey Firm License No. 10193802

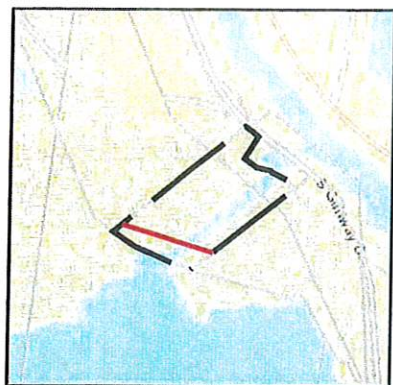
6/24/2025

Date:

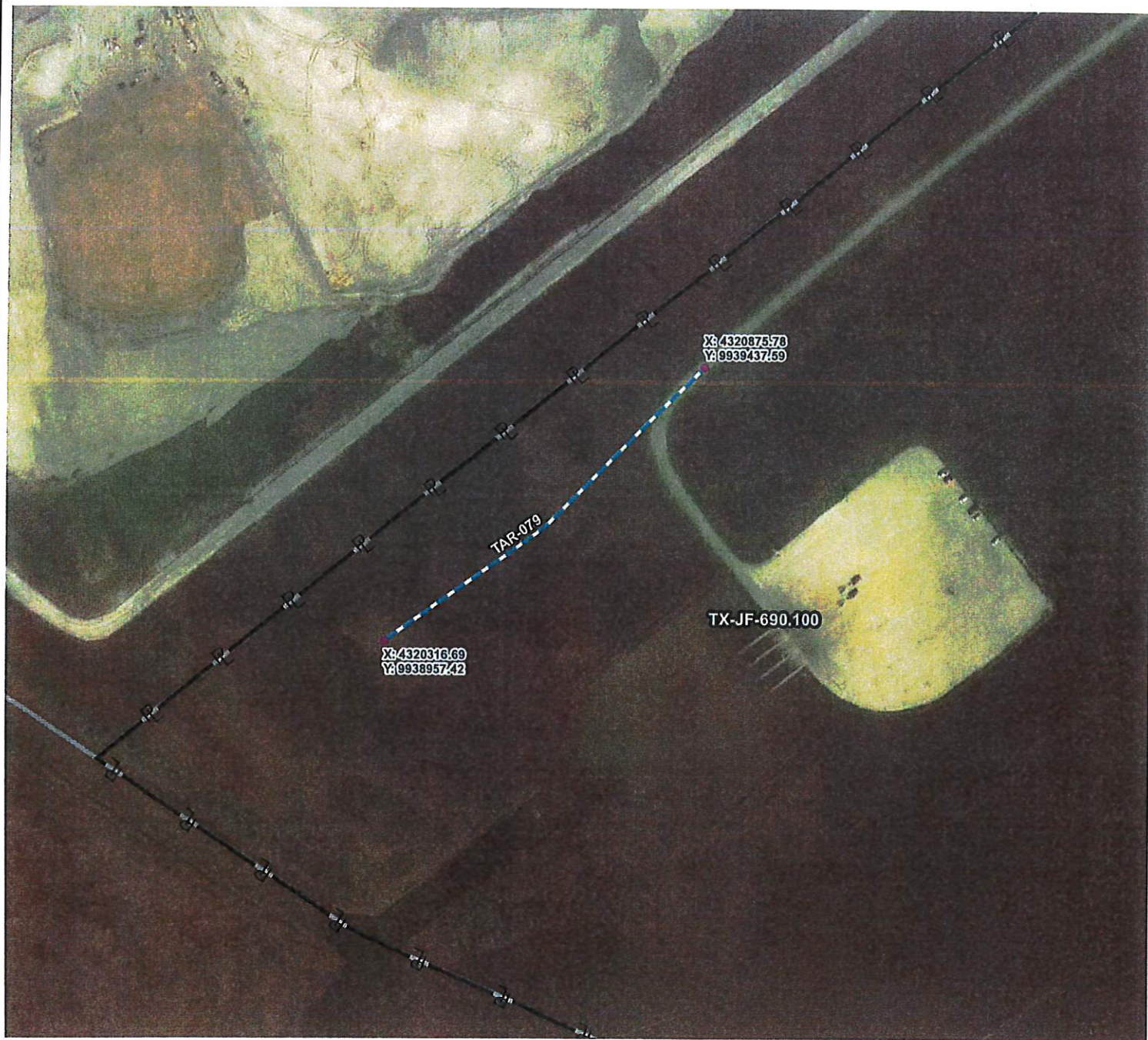


PRELIMINARY EXHIBIT "A-1" PROPOSED TEMPORARY ACCESS ROAD

JEFFERSON COUNTY, TEXAS
PT TR 9 12 N COLEMAN 89.838 TRACT 9 89.838 ACRES



VICINITY MAP
N.T.S.



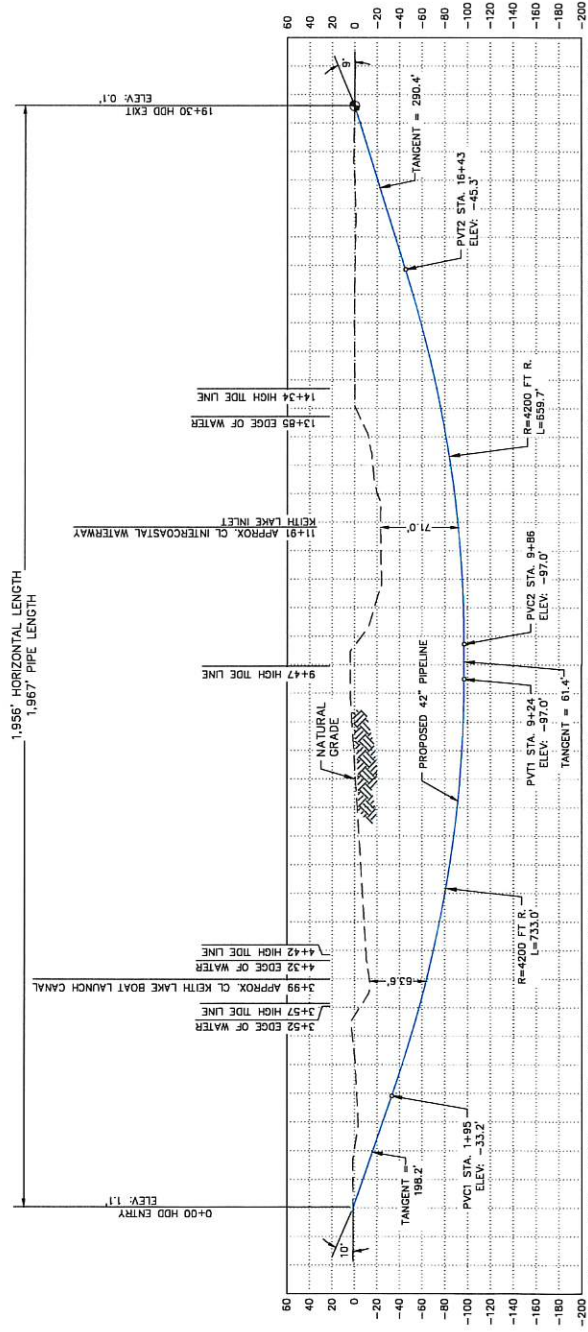
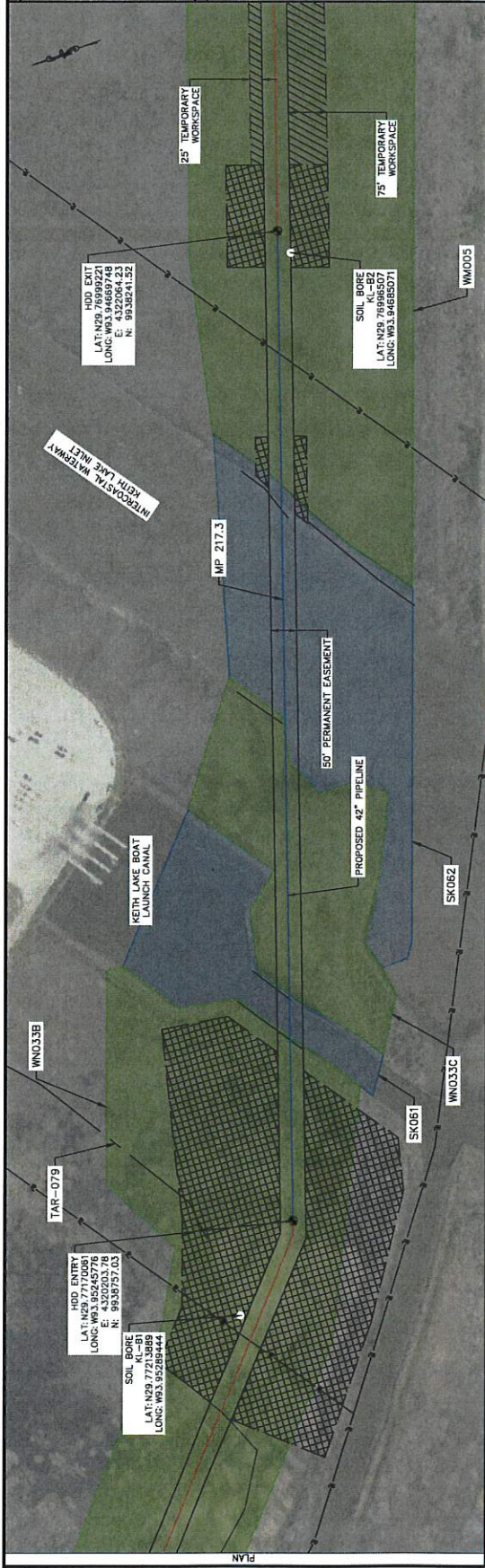
30' WIDE TEMPORARY ACCESS ROAD LENGTH = 740 FT

LEGEND

- ENTRY / EXIT POINT

NOTES:

1. THIS IS A GIS PRODUCT AND IS PROVIDED FOR GENERAL DISCUSSION AND NEGOTIATION OF THE LOCATION OF A PROPOSED UNDERGROUND PIPELINE AND ITS



ITEM	QTY	DESCRIPTION
1	1987 LF	GR 10 : 270' RT, 270 N-30' RT, 270' RT, 270' RT

ROOF SAMPLES

Houston, TX PH:(281) 616-0100
LIC. No. TX-F-82

SCALE & PROJECTION

SCALE: 1" = 100' HORIZONTAL
1" = 50' VERTICAL

Student	
Sister	TEXAS
Sister	JEFFERSON
County	Scale
Category	AS SHOWN
File Name	420
Drawing No.	03-HDD-PR-009
Rev	D

TRIDENT PIPELINE – SPREAD 3 – MP217.7
HDD 09 – KEITH LAKE
PROPOSED 42" NATURAL GAS PIPELINE
JEFFERSON COUNTY, TEXAS
MP 217.3

[illegible]

KINDER MORGAN

**ISSUED FOR
REVIEW**

Notes:

Project ID	Project Name	Project Start Date	Project End Date	Project Status
06/06/25	25/25	06/06/25	25/25	06/06/25
06/05/25	25/25	06/05/25	25/25	06/05/25
05/02/25	25/25	05/02/25	25/25	05/02/25
04/23/25	25/25	04/23/25	25/25	04/23/25

D	REVISED SOIL BORE KL-B2
C	ADDED SOIL BORE LOCATIONS-HUD RE DESIGN
B	ISSUED FOR PRELIMINARY REVIEW
A	ISSUED FOR PRELIMINARY REVIEW
A	Revised Denomination