

*Notice of Meeting and Agenda*  
*February 03, 2026*

**Special, 2/3/2026 10:30:00 AM**

BE IT REMEMBERED that on February 03, 2026, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

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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  
February 03, 2026**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **03rd** day of **February 2026** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

**9:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract in negotiations. Deliberation in an open meeting would have a detrimental effect on the positions of the Commissioners Court in negotiations with this third party.**

**9:15 a.m. - Announcement of a Workshop to receive and consider information regarding cost analysis for prisoner transport for the Sheriff's Department.**

**9:30 a.m. - Announcement of a Workshop to receive and consider information from the County Engineer regarding the acceptance of new subdivision roads for maintenance.**

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**10:00 a.m. – Announcement of a Workshop to receive information from Laurie Leister of the Beaumont Heritage Society who wishes to sponsor an event at the Jefferson County Courthouse.**

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

**The following options are available:**

**View live with audio from the County Webpage:  
[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm)**

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

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

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

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

## **PURCHASING:**

- (a). Consider and approve specifications for Invitation for Bid (IFB 26-005/CG), Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 13 - 77

**Motion by: Sinegal**

**Second by: Willis**

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

**Action: APPROVED**

- (b). Consider and approve, execute, receive and file renewal for (IFB 24-069/CG), Term Contract for Inmate Shoes for Jefferson County for a first one-year renewal with Bob Barker Company, Inc. and Victory Supply, LLC from March 17, 2026 to March 16, 2027.

SEE ATTACHMENTS ON PAGES 78 - 79

**Motion by: Sinegal**

**Second by: Willis**

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

**Action: APPROVED**

- (c). Consider and approve, execute, receive and file Agreement 26-007/MR with Versaterm Public Safety US, Inc. for Jefferson County Crime Lab LIMS Service Agreement and Cloud Migration in the annual amount of \$35,394.60. This has been reviewed and approved by the Jefferson County MIS Department.

SEE ATTACHMENTS ON PAGES 80 - 134

**Motion by: Sinegal**

**Second by: Willis**

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

**Action: APPROVED**

- (d). Consider and approve, execute receive and file Agreement 26-008/MR with JLL Valuation & Advisory Services, LLC for the valuation of the Doggett Ford Park Entertainment Complex in the amount of \$20,000.00.

SEE ATTACHMENTS ON PAGES 135 - 146

**Motion by: Sinegal**

**Second by: Willis**

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

**Action: APPROVED**

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- (e). Consider and approve, execute, receive and file Agreement 26-009/DC for AT&T High Speed Internet located at the Minnie Rogers Juvenile Justice Center at a monthly estimated cost of \$140.00 for a period of 12 months beginning February 03, 2026. This has been reviewed and approved by the Jefferson County MIS Department.

SEE ATTACHMENTS ON PAGES 147 - 150

**Motion by: Sinegal**

**Second by: Willis**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer – County Court at Law #2 – additional amount for cost of laptop.

SEE ATTACHMENTS ON PAGES 151 - 155

120-2052-412-6002	COMPUTER EQUIPMENT	\$102.00	
120-2052-412-2003	EMPLOYEES' INSURANCE		\$102.00

**Motion by: Alfred**

**Second by: Erickson**

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

**Action: APPROVED**

- (b). Consider, approve, and authorize the County Judge and Sheriff to execute, receive and file the CEO/Law Enforcement Certifications and Assurances Form to enable Jefferson County to participate fully in the grant authority of the Office of the Governor grant funding.

SEE ATTACHMENTS ON PAGES 156 - 156

**Motion by: Alfred**

**Second by: Erickson**

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

**Action: APPROVED**

- (c). Consider and approve electronic disbursement for \$286,357 to Ford Park operating account for additional subsidy for fiscal year 2025.

NO ATTACHMENTS

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

- (d). Consider and approve applying for High Intensity Drug Trafficking Area (HIDTA) grant. Funding of \$27,000 is available through the Office of National Drug Control Policy (ONDCP) to aid in investigation and prosecution of drug offenses in our region. No match funding is required.

SEE ATTACHMENTS ON PAGES 157 - 169

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

- (e). Regular County Bills – check #536131 through check #536296.

SEE ATTACHMENTS ON PAGES 170 - 176

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

**DISTRICT ATTORNEY:**

- (a). Consider, possibly approve, receive and file a Resolution to approve the grant application No. 1346629 by the Jefferson County District Attorney for the Family Violence/Crimes Against Women Unit to be submitted to the Office of the Governor, Criminal Justice Division.

SEE ATTACHMENTS ON PAGES 177 - 177

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

- (b). Consider, possibly approve, receive and file a Resolution for the Crime Victims Clearinghouse Grant No. 2103215 for the Jefferson County Victim's Assistance Center to be submitted to the Office of the Governor, Criminal Justice Division.

SEE ATTACHMENTS ON PAGES 178 - 178

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

**COUNTY COMMISSIONERS:**

- (a). Consider, possibly approve, authorize the County Judge to execute, receive and file a Resolution to authorize the issuance of tax-exempt bonds by the Tarrant County Cultural Education Facilities Finance Corporation on behalf of Christus Health to finance their costs for health facilities located in Jefferson County pursuant to Section 147(f) of the Internal Revenue Code. (This shall not constitute an obligation of Jefferson County to pay any of the bonds or interest thereon as a liability of the County).

SEE ATTACHMENTS ON PAGES 179 - 189

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

- (b). Consider and possibly approve adding the Beaumont Heritage Society to be among the entities who are exempt for Courthouse security fees.

NO ATTACHMENTS

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

- (c). Consider and possibly approve the Beaumont Heritage Society to use spaces within the Courthouse for a tour of historic portions of the courthouse during the hours of 5:30 to 7:30 p.m. on May 21, 2026, and to allow them to serve beer and wine during a Heritage Happy Hour for attendees in a tent which will not be located upon County premises.

NO ATTACHMENTS

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

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- (d). Consider and possibly approve a resolution to extend the Disaster Declaration for Winter Storm Fern pursuant to Sec. 418.018 (b), Texas Government Code.

SEE ATTACHMENTS ON PAGES 190 - 190

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

- (e). Conduct a public hearing regarding a requested amendment to the tax abatement executed between Jefferson County and Zero Parks 1 LLC to delay the commencement of the abatement for the facility pursuant to Sec. 312.40t et seq., Texas Tax Code.

NO ATTACHMENTS

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

- (f). Consider, possibly approve and authorize the County Judge to execute an Amended Tax Abatement Agreement between Jefferson County and Zero Parks 1 LLC to delay the commencement of the abatement pursuant to Sec. 312.401 et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 191 - 195

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

- (g). Conduct a public hearing the request to amend the existing tax abatement between OCI Fuels USA, Inc. and Jefferson County to allow a transfer/assignment of the agreement to the new owner, Methanex Corporation and to amend the dates for commencement of construction for Phase 1 until 12/31/29 and for Phase 2 until 12/21/31, pursuant to Chapter 312.401 et seq., Texas Tax Code.

NO ATTACHMENTS

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

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- (h). Consider and possibly approve and authorize the County Judge to execute an amended Tax Abatement which allows the assignment of all benefits and obligations of the agreement from OCI Fuels USA, Inc. to Methanex Corporation and to also allow the delay commencement of construction for Phase 1 until 12/31/29 and for Phase 2 until 12/31/31, pursuant to Chapter 312.401 et seq.

SEE ATTACHMENTS ON PAGES 196 - 201

**Motion by: Erickson**

**Second by: Alfred**

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

**Action: APPROVED**

## **ENGINEERING DEPARTMENT:**

- (a). Consider and possibly approve an Amended Plat of the Replat of Portions of Blocks 8, 9, 10 & 11 of First Addition to Oil City Subdivision, a subdivision of an 8.031 Acre Tract of Land into Tracts 9A & 10A, out of the T. & N.O. R.R. Co. Survey, Section No. 23, Abstract Number 144, Jefferson County Texas. This Replat is located on Blewett Road in Precinct #4. This Replat is located in the City of Beaumont's ETJ and has met all of City of Beaumont and Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 202 - 202

**Motion by: Alfred**

**Second by: Willis**

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

**Action: APPROVED**

## **HUMAN RESOURCES:**

- (a). Consider and possibly approve revisions to the Personnel Policies, Practices, and Procedures Manual for Section 14 - Employee Benefits and Services.

SEE ATTACHMENTS ON PAGES 203 - 205

**Motion by: Erickson**

**Second by: Sinegal**

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

**Action: APPROVED**

## **JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT 1:**

- (a).Receive Oath of Office and Statement of Officer for Mark Zambardino and Robert Barnett as Commissioners for Jefferson County Emergency Services District No. 1.

SEE ATTACHMENTS ON PAGES 206 - 211

**Motion by: Willis**

**Second by: Sinegal**

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

**Action: APPROVED**

## **MOSQUITO CONTROL:**

- (a).Consider and possibly approve out of state travel for Mosquito Control pilots, Bryan Farrar, Jerry Hinson, and Alan Hollingsworth to Albany, Georgia, from February 8 through February 14, 2026, for maintenance training (Jerry Hinson & Bryan Farrar) and flight training (Alan Hollingsworth). Training costs are included with the purchase price of the airplane.

SEE ATTACHMENTS ON PAGES 212 - 212

**Motion by: Erickson**

**Second by: Willis**

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

**Action: APPROVED**

## **RISK MANAGEMENT:**

- (a).Consider and possibly approve the termination of the contract with Interface Behavioral Health, provider for the Employee Assistance Program.

SEE ATTACHMENTS ON PAGES 213 - 219

**Motion by: Alfred**

**Second by: Willis**

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

**Action: APPROVED**

- (b).Consider, approve, and ratify the activation of services for an Employee Assistance Program with Ochs, at no additional cost to the County.

SEE ATTACHMENTS ON PAGES 220 - 220

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

**VISITORS CENTER:**

- (a). Consider and possibly approve the donation of a plaque by Mr. J.D. Appling with The Professional Football Capital of the World Museum Foundation.

NO ATTACHMENTS

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

**OTHER BUSINESS:**

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

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

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

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**Jeff R. Branick  
County Judge**

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**Special, February 03, 2026**

There being no further business to come before the Court at this time, same is now here adjourned on this date, February 03, 2026.



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

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

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

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

February 03, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 26-005/CG), **Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport**. 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 two (2) copies 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 Purchasing Department (1st 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:** Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport  
**BID NUMBER:** IFB 25-005/CG  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, March 11, 2026  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: [Cynthia.greene@jeffersoncountytexas.gov](mailto:Cynthia.greene@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](mailto: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:**

February 5, 2026 and February 12, 2026

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**BID SUBMISSIONS:**

One (1) Original and two (2) Bid Copies; 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**

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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.**

(IFB 26-005/CG), Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport

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

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.

- (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.

	<p>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.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p> <p><b>FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.</b></p> <p>When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.</p> <p>If applicable per the standard described above, the NFE must include the provisions at <a href="#">29 C.F.R. § 5.5(a)(1)-(10)</a> in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.</p>	<p>2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141- 3144 and 3146- 3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3</p>

	<p>In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the <a href="#">FEMA Contract Provisions Guide</a>.</p>	
<p>&gt; \$100,000+ Mechanics or Laborers</p>	<p>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.</p> <p><b><u>Applicability</u></b>  <b>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.</b></p> <p><b><u>Required Language</u></b>          Compliance with the Contract Work Hours and Safety Standards Act.</p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>3. <i>Withholding for unpaid wages and liquidated damages.</i> The (insert</li> </ol>	<p>2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701- 3708; supplemented by 29 C.F.R. Part 5</p>

	<p>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.</p> <p>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.</p> <p><b>For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below.</b></p> <p><u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act.</p> <p>1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.</p> <p>Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.</p>	
<p>None</p>	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a>, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>	<p>2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).</p>

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

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

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

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

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

	<p>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.</p>	
<p>None; All FEMA declarations and awards issued on or after November 12, 2020.</p>	<p><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.</p> <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.</p> <p>(b) Such consideration means:</p> <ol style="list-style-type: none"> <li>(1) These business types are included on solicitation lists;</li> <li>(2) These business types are solicited whenever they are deemed eligible as potential sources;</li> <li>(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;</li> <li>(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;</li> <li>(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</li> <li>(6) Requiring a contractor under a Federal award to apply this section to subcontracts.</li> </ol>	<p>2 C.F.R. § 200.321(b)(1)-(5)</p>
<p>None</p>	<p>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:</p> <ol style="list-style-type: none"> <li>(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.</li> <li>(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.</li> <li>(c) Records for real property and equipment acquired with Federal funds</li> </ol>	<p>2 CFR 200.334; and 200.337</p>

	<p>must be retained for 3 years after final disposition.</p> <p>(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.</p> <p>(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.</p> <p>(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).</p> <p>(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.</p> <p>(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.</p> <p><u>Suggested Language for All Procurements:</u></p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that</p>	<p>United States Code 19 U.S.C. 2511</p>

	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	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and will not boycott Israel during the term of the contract.</p>	(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
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p> <p><u>Suggested Language:</u> The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).</p>	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

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

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

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

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

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

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

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

**REQUIRED FORM**

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

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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.

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**Signature of Contractor's Authorized Official**

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**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

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; 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, 1<sup>st</sup> 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, March 11, 2026.**

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 (2026):**

~~January 1, 2026 (Thursday) - New Year's~~  
~~January 19 (Monday) - Martin Luther King, Jr. Day~~  
 April 3 (Friday) - Good Friday  
 May 25 (Monday) - Memorial Day  
 June 19 (Friday) - Juneteenth  
 July 3 Observed (Friday) - Independence Day  
 September 7 (Monday) - Labor Day  
 November 11 (Wednesday) - Veteran's Day  
 November 26 & 27 (Thursday & Friday) - Thanksgiving  
 December 24 & 25 (Thursday & Friday) Christmas

### **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 **Cindy Greene, Contract Specialist** at: [Cynthia.greene@jeffersoncountytexas.gov](mailto:Cynthia.greene@jeffersoncountytexas.gov). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffersoncountytexas.gov](mailto:deb.clark@jeffersoncountytexas.gov).

The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Friday, February 13, 2026**.

### **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](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.	<b>OFFICE USE ONLY</b>
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>	Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <b>JEFFERSON COUNTY, TEXAS</b>	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
**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
<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>		X	
<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>			X

5 Check only if there is NO Interested Party. **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\_\_\_\_.

\_\_\_\_\_  
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](http://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, 7<sup>th</sup> 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:**

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

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

Improvements &amp; 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 26-005/CG), Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport

**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

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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 Cindy Greene, Contract Specialist at 409-835-8593 or via email at: [Cynthia.greene@jeffersoncountytexas.gov](mailto:Cynthia.greene@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](mailto:deb.clark@jeffersoncountytexas.gov). Please reference Bid Number: IFB 26-005/CG.

### **4.1 Scope of Project:**

Jefferson County is soliciting bids for an Aircraft Tug, Multi-Head Tow Bar and two Tow Heads for the Jack Brooks Regional Airport. The bid items furnished under this Specification shall be new and shall be of good quality workmanship and material. All bid items offered under this Specification shall meet or exceed the Required Features specified below.

### **4.2 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.

### **4.3 Minimum Requirements:**

A copy of the manufacturer specifications, equipment description including, year, make, model, and full warranty terms must be included with the bid submission.

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.

All parts not specifically mentioned which are necessary for the bid items 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 equipment shall meet or exceed all Federal and State of Texas regulations.

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.

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

### **4.4 Specifications:**

#### **Item 1: Aircraft Tug:**

##### **Standard Features**

- New
- Ideal for towing Small to Midsize Business Jets, Military Aircraft, and Rotorcraft in all weather conditions.
- Tier 4 Final compliant

- Power steering and braking
- Front and Rear hitch spotlight
- Side and top access to engine
- Post mounted strobe light
- Front and rear brakes
- Parking brake override protection
- Low oil/high temp engine protection system
- Keyless ignition
- On board diagnostics
- Diesel Engine
- Cab
- Limited slip rear axle
- Front and rear hitch
- Heavy Duty Chalk basket
- Rubber Deck protectors
- 2,000 hour preventative maintenance kit
- **Handling Aircraft Weight Capacity Lb (Kg): at least 115,000 lbs / 52,200 kgs**
- Dry Tow at least 115,000 lbs
- Wet Tow at least 85,000 lbs
- Snow tow at least 60,000 lbs
- **Drawbar Pull: at least 8,000 lbs (35.8 kg)**

#### Optional Features

- Seat Switch

#### **Item 2: Multi- Head Tow Bar:**

##### Standard Features:

- Attachment heads easily change and securely attach to towbar in seconds
- Multi-head system
- Heavy-duty welded aluminum construction
- Standard 2 3/16 in (5.6 cm) I.D. towing eye
- Positive locking pin secures attachment heads to towbar
- Both towbar and attachments adhere to aircraft factory towing specifications
- Accommodates over 60 different aircraft attachment towing heads
- Shock absorber protects nose gear during towing operation
- Pneumatic wheels to absorb towing speed shock
- Handles positioned in front and rear to lift towbar into position
- Finish: Durable Powder Coat
- Aircraft weight capacity 66,000LBS

**Item 3: Towhead #1: (for specified Falcon Aircraft)****Standard Features**

- Welded steel construction
- Positive locking to tow bar via a ball lok-T pin
- Shear protection, both radial and/or compression/tension built in to protect nose gears as required
- Tow head needs to fit the following aircrafts: [Dassault - Falcon 2000](#), [Dassault - Falcon 2000EX](#), [Dassault - Falcon 50](#), [Dassault - Falcon 50EX](#), [Dassault - Falcon 900](#), [Dassault - Falcon 900EX](#)

**Item 4: Towhead #2: (for specified Pilatus aircraft)****Standard Features**

- Welded steel construction
- Positive locking to towbar via a ball lok-T pin
- Shear protection, both radial and/or compression/tension built in to protect nose gears as required  
Must fit the following aircrafts: [Pilatus - PC-12](#), [Pilatus - PC-24](#)

**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

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name & Title

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

\_\_\_\_\_  
E-mail

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

**ACCEPTANCE OF OFFER**

---

The Offer is hereby accepted for the following items: Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport.

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 26-005/CG, Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport. 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:**

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**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**ATTEST:**

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**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

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**Date**

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

**BID FORM**

Item No.	Item Description	Bid Price	Projected Delivery Time from Date of Purchase
1	Airplane Tug		
2	Multi-Head Tow Bar		
3	Towhead #1 (Falcon)		
4	Towhead #2 (Pilatus)		

**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

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### 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

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

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**

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

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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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 . . . ?

- |                              |                             |   |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. <b>Notify</b> in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. <b>Provide</b> 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)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. <b>Negotiate</b> in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?  |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. <b>Document</b> reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?   |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, <b>please explain the reasons why.</b>  |

**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.**

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

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

Yes  No

**Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.**

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

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

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.**

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

**REQUIRED FORM**

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









## 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**

<b>THIS FORM IS FOR OFFICE USE ONLY</b>
---

**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 \_\_\_\_\_

# CONTRACT RENEWAL FOR IFB 24-069/CG TERM CONTRACT FOR INMATE SHOES FOR JEFFERSON COUNTY

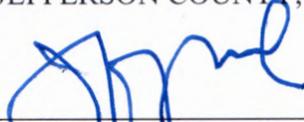
The County entered into a contract with Bob Barker Company, Inc. for one (1) year, from March 18, 2025 to March 17, 2026, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from March 17, 2026 to March 16, 2027.

ATTEST:

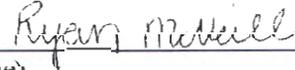
JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Bob Barker Company, Inc.

  
\_\_\_\_\_  
(Name)

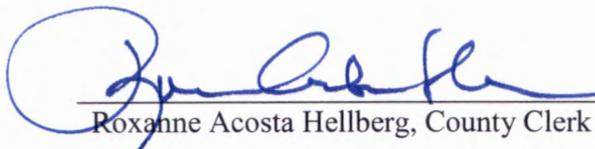
# CONTRACT RENEWAL FOR IFB 24-069/CG TERM CONTRACT FOR INMATE SHOES FOR JEFFERSON COUNTY

The County entered into a contract with Victory Supply, LLC. for one (1) year, from March 18, 2025 to March 17, 2026, with an option to renew the contract for up to a five (5) year period

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from March 17, 2026 to March 16, 2027.

ATTEST:

JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:  
Victory Supply, LLC

  
\_\_\_\_\_  
(Name)

## MASTER SOFTWARE AND SERVICES AGREEMENT

This Master Software and Services Agreement ("MSA") is entered into as of the date of the last signature set forth on the signature page hereto (the "Effective Date"):

BETWEEN:

Jefferson County Regional Crime Laboratory (TX) (hereafter referred to as "Customer")

-and-

Versaterm Public Safety US, Inc., a corporation incorporated under the laws of the state of Delaware (hereafter referred to as "Versaterm")

### Background

- A. Versaterm (including its affiliates) develops and licenses proprietary software related to public safety agencies.
- B. The Parties contemplate that from time-to-time the Customer will wish to obtain, and Versaterm will provide, a license and associated services from Versaterm to permit the Customer to use such software and related materials, all of which shall be governed by the terms and conditions of this MSA.

NOW THEREFORE in consideration of the covenants contained in this MSA, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

## 1. Definitions.

For the purposes of this MSA, each Service Schedule, and each Statement of Work, these terms will have the following meanings:

- 1.1. "Authorized User" means an employee, consultant, or contractor of Customer authorized by Customer to access and use the Services on Customer's behalf.
  
- 1.2. "Confidential Information" means this Agreement, any Service Schedule, the Software, Customer Data and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing, financial or personnel data, technology, products, sales information, trade services, know-how customer or supplier information, including information provided by such customers or suppliers, or any other information already furnished or to be furnished or made available by one Party to the other, whether in oral, written, graphic or electronic form including any such information exchanged during informational sessions designated as confidential, including, without limitation, information concerning a Party's actual and potential customers and other Intellectual Property Rights of such Party, provided, however, that Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the receiving Party, whether through breach of this Agreement or otherwise; (ii) that, prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party; (iii) independently, custom developed by the receiving Party, by Persons having no direct or indirect access to the disclosing Party's Confidential Information provided that the receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third Person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any

contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) on a non-confidential basis; or (v) is further disclosed with the prior written consent of the disclosing Party, but only to the extent of such consent.

- 1.3. "CPI" means (i) for Customer located in Canada the consumer price index published by Statistic Canada on the 1st of the year or (ii) for Customer located in the United States the consumer price index for all urban consumers published by the U.S. Bureau of Labor Statistics on the 1st of the year.
- 1.4. "Customer Data" means collectively any data, files, documentation, or other information: (i) that Customer or any of its Authorized Users may upload to Versaterm Platform when using the Services; and (ii) processed through the use of the Services, excluding Third Party Data and any Versaterm Data.
- 1.5. "Customizations" means all Customer requested modifications made to the Software or User Documentation by or for Versaterm in accordance with the terms of a Service Schedule or Work Order, which shall be at Customer's expense.
- 1.6. "Enhancements" means any changes or additions to the Software, that improve functions, add new functions, improve performance, or correct errors by changes in system design or coding, including but not limited to changes or additions that are made to the Software to provide substantial additional value or utility.
- 1.7. "Fees" means the Subscription Fees, the License Fees, the Maintenance and Support Fees, the Customization Fees, and all other fees and charges charged by Versaterm under this MSA, any Service Schedule, any SOW, or any other attachment.

- 1.8. "Including" means "including without limitation" and is not to be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.
- 1.9. "Initial Subscription Term" as further defined in Section 3.3 of the MSA.
- 1.10. "Intellectual Property" means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including its source code), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.
- 1.11. "Intellectual Property Rights" means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principal applicable to this Agreement which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.
- 1.12. "Licensed Materials" means collectively the Versaterm Platform, Software and the User Documentation.
- 1.13. "Maintenance and Support Fees" means the fees charged by Versaterm in respect of maintenance and support services as further identified in a Service Schedule.

- 1.14. "Open Source Software Components" means software programs, libraries, or distributables (commonly known as "public", "open source" or "free" software) made publicly available by the copyright holders.
- 1.15. "Party" means either Customer or Versaterm and "Parties" means both.
- 1.16. "Person" means any individual, company, corporation, partnership, government or government agency, authority or entity howsoever designated or constituted.
- 1.17. "Point of Access" means Versaterm's, or its subcontractor's, border router, which is used to establish connectivity from the Versaterm Platform to Versaterm's, or its subcontractor's, internet provider, or the public internet.
- 1.18. "Professional Services" all professional services purchased by Customer in respect of the Subscription Services or use of Software (if installed on Customer's premises), including implementation services, data migration, specialized support, training services and any other services as further described in a Service Schedule or Statement of Work.
- 1.19. "Project Kick-Off" means the initial meeting of the Parties or formal start of the project, as may be further defined in a Statement of Work.
- 1.20. "Provisioning" means the Software has been made available and accessible by Versaterm to the Customer by providing the Customer with a log-in.
- 1.21. "Renewal Subscription Term" as defined in Section 3 of this MSA.
- 1.22. "Service Schedule" means the applicable written document, signed by Customer and Versaterm, which incorporates by reference the terms and conditions of this MSA, the terms and conditions of Subscription Service or the terms and conditions regarding use

of the Software, any attached SOW, and any other relevant terms and conditions with respect to Customizations, Professional Services, Implementation or the provision of other technical services.

1.23. "Software" means the computer programs owned by Versaterm and which are licensed to Customer under a Service Schedule, including: (a) all maintenance modifications (updates and upgrades); (b) Enhancements; (c) Customizations, now developed or to be developed by or for Versaterm during the Term; and (d) all formulas, routines, subroutines, algorithms, concepts, techniques, know-how and ideas implemented or embodied in any of the foregoing, in any form. For the avoidance of doubt, Software excludes Third Party Components.

1.24. "Statement of Work" or "SOW" means the applicable written document, signed by Customer and Versaterm or incorporated as part of Service Schedule, under which Versaterm may provide Customer additional Professional Services related to the Software, including training, specialized support and data migration, which shall be attached to the applicable Service Schedule.

1.25. "Subscription Fee" means the fees charged by Versaterm in respect of the Subscription Service or in respect of the provision of Software to Customer on an on-premises basis, as further identified in a Service Schedule.

1.26. "Subscription Service" means any combination of the following: (i) limited access and use rights to the Versaterm Platform on a hosted basis, (ii) hosting services, (iii) support services, and (iv) any other similar generally applicable services that Versaterm provides to its customers in accordance with the User Documentation. For the avoidance of doubt, Subscription Services do not include Professional Services.

- 1.27. "Subscription Term" means the Initial Subscription Term and any Renewal Subscription Terms.
- 1.28. "Term" means the term set out in Section 3.1.
- 1.29. "Third Party Data" means any data owned by a third party that the Customer accesses via the Software.
- 1.30. "Third Party Component" means any components of the Subscription Services provided by third parties, including Open Source Software Components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).
- 1.31. "Third Party Supplier" means any party who provides products and/or services, including Open Source Software and Third Party Components that contribute to the overall Software provided to the Customer by Versaterm.
- 1.32. "User Documentation" means the user manuals, guides, and specifications with respect to the operation, use, functions, and performance of the Software, as revised from time to time, and any additional documentation for Customizations produced by Versaterm, in written or online electronic form.
- 1.33. "Versaterm Platform" means the Software, Versaterm Server and such devices and peripherals physically located with the Versaterm Server, including all computer hardware, software, network elements, and electrical and telecommunications infrastructure located behind the Point of Access.
- 1.34. "Versaterm Server" means that computer server located at Versaterm's premises, or a third-party provider of hosting and/or network services, that houses the Software.

## 2. Scope of Agreement

2.1. It is the intention of Versaterm and Customer that, where Software and services are to be provided by Versaterm under this MSA, particular details and terms will be specified in a Service Schedule. If there is a conflict between a Service Schedule and this MSA, the Service Schedule will prevail over the conflicting provisions of this MSA to the extent of the inconsistency but only for the purposes of that Service Schedule. Except for such conflicts, the provisions of this MSA will not be deemed to be amended, cancelled, waived, or released by the execution of a Service Schedule.

2.2. Each Service Schedule shall contain the following minimum information, to the extent the same is applicable:

2.2.1. the express incorporation of this MSA by reference;

2.2.2. a list and description of the applicable Software;

2.2.3. Subscription Term;

2.2.4. Customizations and custom application programming interfaces ("APIs") if any, to the Software and the terms and conditions upon which same will be provided;

2.2.5. the Fees, including onboarding fees, escrow agreement fees and implementation fees, as applicable;

2.2.6. the License Fee or Subscription Fee for the Software;

2.2.7. the Maintenance and Support Fee;

2.2.8. the site(s) at which the Software are permitted to be installed if Software is installed on Customer's premises;

2.2.9. the project schedule (which may include project implementation dates, installation dates, training session dates) for the Software;

2.2.10. training, if applicable;

2.2.11. any other terms relating to the maintenance, enhancement or support of the Software; and

2.2.12. any special terms and conditions agreed upon by Versaterm and Customer.

### 3. Effective Dates.

3.1. This MSA shall have an initial term of three (3) years from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions under Section 19, and shall automatically renew for consecutive additional one (1) year terms (each a "Renewal Term"), unless either Party provides a written termination notice to the other Party at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the "Term". Notwithstanding any termination or expiration of this MSA, the MSA shall continue to be in effect until the termination or expiration of the last effective Service Schedule.

3.2. Each Service Schedule will be effective from the date set out in such Service Schedule and for the term specified in that Service Schedule.

3.3. Upon expiration of each Subscription Term, unless otherwise specified in the applicable Service Schedule, all rights to access and use or the license to use Licensed Materials, as applicable, granted under such Service Schedule and this MSA shall automatically be renewed for additional one (1) year periods, and Versaterm will invoice Customer at the then-current subscription-based price for such additional Subscription Term year at Versaterm's then-current rates, subject to the cap set forth in Section 8.7 (or such other rates mutually agreed by the Parties), unless a Party provides written notice to the other Party to terminate at least sixty (60) days prior to the expiration of the Subscription Term or any renewal term.

#### 4. License

4.1. Customer shall have the right to access and use or install and use the Licensed Materials solely as expressly granted or otherwise set forth in this MSA and the applicable Service Schedule.

4.2. Provided that Customer is not in default of payment, for the duration of the Subscription Term, Versaterm hereby grants to Customer a revocable, limited, non-exclusive, non-sublicensable, non-transferable, and royalty-free license to access and use the Subscription Service or Licensed Materials identified in the Service Schedule for Customer's operations.

4.3. Customer shall not:

4.3.1. use, reproduce, display, perform or otherwise exploit the Software except as expressly authorized in this MSA or in a Service Schedule;

4.3.2. copy any of the Software or User Documentation except as reasonably necessary to use the Software for its internal use as authorized herein or in a Service Schedule,

and in all cases subject to the confidentiality provisions hereof, and provided that all copyright notices and any other proprietary notices are included;

- 4.3.3. assign this MSA or transfer, lease, export or grant a sublicense of the Software or the license contained in this MSA to any Person except as expressly authorized herein or in a Service Schedule;
- 4.3.4. decompile, disassemble, reverse engineer, or otherwise access or attempt to gain access to the Software's source code;
- 4.3.5. give any Person other than its employees, consultants, contractors and/or clients of Customer or other individuals listed pursuant to a Service Schedule access to the Software or;
- 4.3.6. rent or lend, with or without charge, any system which includes the Software to any Person including clients and customers;
- 4.3.7. operate at any time on a regular or irregular basis an online or offline customer service bureau involving the Software;
- 4.3.8. permit (and Customer shall take all necessary precautions to prevent) third parties (including, any parties affiliated or related to Customer) to use the Software in any way that would constitute a breach of this MSA or any Service Schedule;
- 4.3.9. use any APIs, other than the APIs expressly authorized for use by Versaterm, with the Software or use any authorized APIs in a manner that is not permitted or published by Versaterm;

4.3.10. remove or modify any proprietary marking or restrictive legends placed on the Licensed Materials;

4.3.11. use any device, software, or routine to interfere with the proper working of the Software or to bypass any security features of the Software;

4.3.12. introduce into the Versaterm Platform any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature; or

4.3.13. use the Software or Services in any way that would cause Versaterm to have unescorted access to unencrypted criminal justice information in violation of the FBI Criminal Justice Information Services Security Policy.

4.4. Customer shall be solely and exclusively responsible for the supervision, management, and control of Customer's and each of its Authorized User's use of the Licensed Materials and shall require each Authorized User to maintain all passwords and other access credentials with respect thereto.

## 5. Customer's Obligations

5.1. Where the Software will require access and use of the Versaterm Platform, Versaterm shall operate and maintain the Versaterm Platform in accordance with the applicable Service Schedule. Access to the Versaterm Platform may be through a secure connection with the public internet or using a Network Aggregator Provider. Customer acknowledges and agrees that Versaterm is not responsible or liable for any communication over the public internet, or for the Network Aggregator Provider's network or its operation or the Network Aggregator Provider's network's failure to deliver communication to and from the Versaterm Platform on a timely basis.

- 5.2. Customer shall be fully responsible for the acts and omissions of all Persons that are authorized or otherwise allowed, by Customer, to use or have access to the Software and User Documentation.
- 5.3. Customer agrees to co-operate with and advise Versaterm of all information which would be reasonably required to permit Versaterm to deliver and, if applicable, install the Software. Customer shall respond promptly to any Versaterm request to provide information, approvals, authorizations or decisions that are reasonably necessary for Versaterm to provide the Software.
- 5.4. Subject to the terms and conditions of this MSA, each Service Schedule, and if applicable, each SOW, Customer shall provide Versaterm with all reasonable access, which may include remote access, and any necessary escorted supervision to Customer's systems and premises for the purpose of Versaterm performing its obligations pursuant to this MSA, and the failure of Customer to provide such access shall relieve Versaterm of its obligation to perform such obligations.
- 5.5. Customer shall notify Versaterm immediately of any actual or suspected unauthorized use of any identity, authentication, or authorization credentials for the Versaterm Platform.

## 6. Ownership

- 6.1. Customer acknowledges and agrees that all rights, title and interests in and to the Licensed Materials, including all Intellectual Property embodied therein, are and shall at all times remain the exclusive property of Versaterm and that, except as expressly set forth herein, no rights, title or interests, including any license, is granted to Customer hereunder by implication, estoppel, or otherwise of any kind whatsoever in or to the Licensed Materials or any portion thereof, except, in each case, for the rights and licenses expressly granted to Customer herein. Customer further acknowledges and agrees that

all Third Party Components are and shall at all times remain the property of the applicable Third Party Suppliers.

6.2. Customer shall not remove any Versaterm trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.

6.3. If Customer provides any feedback, comments, suggestions, ideas, descriptions of processes, or other information to Versaterm about or in connection with any Licensed Materials, including any ideas, concepts, know-how or techniques contained therein (collectively, "Feedback"), then Customer hereby grants Versaterm and its affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to Customer or any restriction or obligation on account of Intellectual Property Rights or otherwise. Without limiting the generality of the foregoing, nothing in this MSA limits Versaterm's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

## 7. Customer Data and Hosting Provider

7.1. Customer hereby grants to Versaterm a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the Customer Data solely in connection with providing the Licensed Materials to Customer, and improving and developing the Licensed Materials. In addition, Versaterm may analyze Customer Data, and data of other customers, to create aggregated or anonymized statistics or data that do not identify Customer or any individual, and Versaterm may during and after the Term use and disclose such statistics or data in its discretion. Except as specified otherwise in the Agreement, Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Data.

7.2. Customer acknowledges and agrees that Versaterm: (i) will not be responsible for the accuracy, completeness or adequacy of any Customer Data or the results generated from any Customer Data uploaded to the Versaterm Platform and processed by the Software; (ii) has no control over any Customer Data or the results therefrom; (iii) does not purport to monitor Customer Data; and (iv) if Software is installed on Customer premises, shall not be responsible to back up or maintain any back up of the Customer Data or any portion thereof.

7.3. Versaterm may change its third party hosting provider ("Hosting Provider") at any time. Customer's use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this MSA, Versaterm shall not be liable for any problems, failures, defects or errors with the Licensed Materials to the extent caused by the Hosting Provider. Customer acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

## 8. Fees and Payment Terms

8.1. All Fees applicable to a Service Schedule will be specified therein. All amounts invoiced and due in accordance with the payment terms of the applicable Service Schedule shall be paid by Customer within thirty (30) days of the date of an invoice for such amounts.

8.2. Any additional services, such as Professional Services or Customizations, requested by Customer shall be subject to additional Fees, unless otherwise agreed to in writing by the Parties.

8.3. All invoices under a Service Schedule will be in writing, reasonably substantiate the charges set out therein and will be emailed by Versaterm to Customer at email address

specified in the applicable Service Schedule or may be submitted through an alternative electronic platform as agreed to between the Parties (i.e.: Customer's portal) as identified in the applicable Service Schedule.

8.4. Where Customer fails to pay any amount in accordance with Section 8.1 above, Versaterm shall have the right, in addition to any other remedies, to charge, and Customer shall pay, interest on such overdue amounts at the rate of one and a half per cent (1.5%) per month (18% per annum), or, if less, the maximum rate of interest allowed by law.

8.5. In all cases, all undisputed amounts due under this Agreement will be paid by Customer in full without any withholding, set-off, counterclaim or deduction.

8.6. If, acting in good faith, Customer disputes any item within an invoice, it shall raise such dispute by written notice to Versaterm prior to the date that payment on such invoice is due, and the Parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the dispute is not resolved within thirty (30) days of the said notice being given, the dispute shall be resolved in accordance with Section 33. Any amounts not disputed in accordance with this section shall be deemed accepted and must be paid by Customer in accordance with Section 8.1.

8.7. Versaterm reserves the right to increase the fees on an annual basis, as identified in a Service Schedule, by no more than CPI + 4%. Notwithstanding the foregoing, Versaterm may increase fees beyond the cap of CPI + 4% for Third Party Components.

## 9. Taxes.

In addition to all charges under a Service Schedule, Customer shall pay to Versaterm all taxes, duties, and other such assessments or charges which may be assessed, levied, or imposed with respect to any Software, services or products provided under a Service Schedule, except

taxes based on Versaterm's income and capital. The foregoing provision includes sales, use, service, excise and personal property taxes, whether collected or withheld by Versaterm or otherwise assessed, and any penalty and interest payments related to the foregoing (which penalty and interest payments are not due to any fault on the part of Versaterm) but does not include taxes for which Customer is exempt by law and for which Customer has provided to Versaterm a bona fide tax exemption certificate prior to such tax becoming due.

## 10. Confidentiality

10.1. Each Party acknowledges that all Confidential Information consists of confidential and proprietary information. Except as required by law, each Party shall hold Confidential Information of the other Party in trust and confidence for and on behalf of such other Party, and shall take commercially reasonable measures to maintain the confidentiality of the Confidential Information, which measures shall in any event be no less than what such Party would implement to protect its own Confidential Information of a similar nature or value. Each Party agrees not to make use of Confidential Information other than to the extent necessary for the exercise of rights or the performance of obligations under this MSA or any Service Schedule, and not to release, disclose, communicate or otherwise make it available to any third-party other than officers, directors, employees, consultants and contractors of Versaterm or Customer, as applicable, who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this MSA or any Service Schedule.

10.2. Each Party agrees that any breach of this Section 10 ("Confidentiality") may give rise to irreparable damage to the other Party, the injury to the other Party from any such breach would be difficult to calculate, and that money damages would therefore be an inadequate remedy for such breach. Each Party agrees that the other Party will be entitled, in addition to all other remedies that the other Party may have under this MSA, at law or in equity, and without showing or proving any actual damage sustained by it, to a permanent or

temporary injunction or other order to restrain any breach, threatened breach or the continuation of any breach of this Section 10.

10.3. Upon the termination or expiration of each Service Schedule, each Party will return to the other Party all Confidential Information with respect to such Service Schedule which is then in its possession or control.

10.4. Notwithstanding the above, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm, saved as part of routine back-ups or as otherwise may be required by law.

## 11. Representations and Warranties of Versaterm.

Versaterm represents and warrants as follows:

11.1. Versaterm has the power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Versaterm have been duly authorized by Versaterm. This MSA has been duly executed and delivered by Versaterm and is a valid and binding obligation of Versaterm, enforceable in accordance with its terms;

11.2. Neither the entering into of this MSA, nor the performance by Versaterm of any of its obligations under this MSA will contravene, breach, or result in any default under any organizational documents of Versaterm or under any agreement to which Versaterm is a party or by which Versaterm is otherwise bound; and

11.3. Versaterm will use commercially reasonable efforts to ensure that all Software delivered to Customer is, at the time of shipment, free of any known computer software viruses.

## 12. Representations and Warranties of Customer.

Customer represents, warrants, and covenants, as follows:

12.1. Customer has the corporate power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Customer have been duly authorized by Customer. This MSA has been duly executed and delivered by the Customer and is a valid and binding obligation of the Customer, enforceable in accordance with its terms; and

12.2. Neither the entering into of this MSA, nor the performance by Customer of any of its obligations under this MSA will contravene, breach, or result in a default under the articles, by-laws, constituting documents or other organizational documents of Customer or under an agreement or regulatory policy to which the Customer is a party or by which Customer is otherwise bound.

## 13. Versaterm's Indemnity

13.1. Versaterm will defend at its own expense any claim, proceeding or suit (for purposes of this Section 13, a "Claim") brought against Customer to the extent such Claim alleges that any Licensed Materials provided under a Service Schedule infringes a proprietary right of a third-party which is enforceable within Canada or the United States, and will indemnify and pay all damages finally awarded against Customer by courts of competent jurisdiction on account of such infringement together with all reasonable costs and expenses (including reasonable legal fees as determined by courts of competent jurisdiction) incurred by Customer as a direct result of such Claim, provided Versaterm is given: (i) prompt written notice, however, no later than ten (10) days, of the Claim; (ii) all

reasonable information and assistance which it may require to defend the Claim; (iii) sole control of the defense of the Claim, and all negotiations for its settlement or compromise; and provided further: (iv) that the alleged infringement does not result from any alterations, modifications or enhancements to the Software or Documentation made by Customer or on its behalf by a third-party, or the use or operation of the Licensed Materials in combination with other software, products, data, apparatus or equipment not provided by Versaterm.

13.2. Notwithstanding anything to the contrary in this MSA or any Service Schedule, Versaterm shall not be responsible for any cost, expense or compromise incurred or made by Customer in respect of a Claim without Versaterm's express prior written consent.

13.3. If any Claim has occurred, or in Versaterm's opinion is likely to occur, Versaterm may, at its option and expense:

- (i) procure for Customer the right to continue using the applicable Licensed Materials;
- (ii) replace or modify the same so that it becomes non-infringing without loss of material functionality; or
- (iii) if none of the foregoing alternatives is reasonably available, or available on commercially reasonable terms, at Versaterm's discretion, discontinue the Service and use of the Software and refund to Customer any pre-paid and unused portion of the Fees paid by Customer in respect of use of the Software for the remainder of the then-current portion of the Term.

13.4. Notwithstanding the above Versaterm shall have no obligation for any Claim based upon Third Party Components, which are warranted solely by the individual Third Party Supplier.

13.5. This Section 13 states the entire obligations of Versaterm with respect to any infringement of any Intellectual Property Rights of any third party.

14. Reserved

15. Exclusion of Other Warranties and Conditions

15.1. EXCEPT AS EXPRESSLY STATED IN THIS MSA, ANY SERVICE SCHEDULE, OR ANY SOW, THE LICENSED MATERIALS, THIRD PARTY COMPONENTS OR ANY SERVICES PROVIDED HEREUNDER, ANY SERVICE SCHEDULE OR ANY SOW ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. THE REPRESENTATIONS AND WARRANTIES GIVEN BY VERSATERM IN SECTION 11 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO ANY LICENSED MATERIALS, THIRD PARTY COMPONENTS OR SERVICES PROVIDED UNDER THIS MSA, ANY SERVICE SCHEDULE OR ANY SOW, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. VERSATERM HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY COMPONENTS OR THE ACTS OR OMISSIONS (INCLUDING WITH RESPECT TO THE PROVISION OF ANY SERVICES) OF ANY THIRD PARTY SUPPLIER.

15.2. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF ANY SOFTWARE OR THIRD PARTY COMPONENTS, AND THE RESULTS OBTAINED FROM SUCH USE AND OPERATION, ARE AT THE SOLE AND EXCLUSIVE RISK OF CUSTOMER AND THAT VERSATERM ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY RELIANCE UPON THE RESULTS OBTAINED BY CUSTOMER OR ANY THIRD-PARTY.

16. Exclusion of Indirect Damages.

UNDER NO CIRCUMSTANCES WILL VERSATERM BE LIABLE FOR ANY OF THE FOLLOWING UNDER THIS AGREEMENT FOR ANY REASON: (A) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITH RESPECT TO LOSS OF PROFITS, REVENUES, CUSTOMERS OR CONTRACTS, LOSS OF USE OF EQUIPMENT, LOSS OF OR DAMAGE TO DATA OR CUSTOMER RECORDS, REPUTATIONAL HARM, OPERATIONAL OR SERVICE INTERRUPTIONS, BUSINESS INTERRUPTION, OR LACK OF AVAILABILITY OF CUSTOMER MATERIALS OR FACILITIES, INCLUDING CUSTOMER'S COMPUTER RESOURCES, SOFTWARE AND ANY STORED DATA (INCLUDING CUSTOMER DATA) OR RECORDS; OR (B) ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER FOR LOSSES OR DAMAGES (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13), IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.

17. Limitation of Direct Damages.

THE TOTAL AGGREGATE LIABILITY OF VERSATERM UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT CUSTOMER PAID VERSATERM FOR THE SERVICES PURSUANT TO WHICH SUCH LIABILITY AROSE OR IS ASSOCIATED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE

CLAIM GIVING RISE TO THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM VERSATERM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

18. Insurance.

Versaterm shall secure and maintain insurance coverage throughout the MSA and any Service Schedule in amounts that it deems reasonable in its sole discretion.

19. Termination.

In addition to any other rights or remedies hereunder:

19.1. Each Party reserves the right to terminate this MSA or any Service Schedule for convenience by providing thirty (30) days written notice to the other Party;

19.2. Versaterm may terminate this MSA and/or any Service Schedule at any time on giving Customer notice in writing if: (i) Customer infringes any copyright or other Intellectual Property Right or other industrial or proprietary right of Versaterm; (ii) in Versaterm's reasonable judgment, Customer's use of the Software poses a security risk to the Software or any third party; (iii) Customer fails to pay in full any sum owed by it under this MSA or Service Schedule within thirty (30) days of the due date therefor; or (iv) Customer fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (iv) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

19.3. In the event Customer becomes unable to pay future amounts due under any Service Schedule or SOW due to a material reduction in or cancellation of public funding, Customer may terminate the applicable Service Schedule or SOW upon thirty (30) days' written notice to Versaterm, and Versaterm shall be entitled to retain any advance payments made by Customer to Versaterm.

19.4. Subject to applicable law, Customer may terminate this MSA immediately upon giving written notice to Versaterm if Versaterm: (i) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (ii) is unable to pay its debts as they mature; (iii) has a receiver and/or manager appointed over its assets or an application is made to do so; (iv) becomes bankrupt or insolvent or commits an act of bankruptcy or (v) Versaterm fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (v) above, such failure continues for a period of thirty (30) days after delivery of written notice by Customer to Versaterm requiring Versaterm to cure such failure.

## 20. Orderly Termination

20.1. Upon any termination or other expiration of a Service Schedule or SOW or this MSA, each Party shall forthwith return to the other Party all Confidential Information, documentation, papers, material, and other property of the other Party in its possession or control.

20.2. In addition to the obligations in Section 20.1 above, upon termination of a Service Schedule or upon expiration of the License Term for Software which is not renewed in accordance with the Service Schedule, Customer shall:

20.2.1. immediately discontinue use of the Licensed Materials;

- 20.2.2. ensure that all Persons using the Licensed Materials pursuant to this MSA cease all use thereof;
- 20.2.3. promptly (and in any event within five (5) days) return to Versaterm all copies of the Licensed Materials in its (or any Authorized Users' or other Persons' to whom it provided access to any Licensed Materials) possession or control;
- 20.2.4. permanently erase all Licensed Materials, in whole or in part, from all computer systems, storage devices and other electronic recording systems in Customer's possession or control and cause each Authorized User and each other Person to whom it provided access to any Licensed Materials to do the same;
- 20.2.5. deliver within thirty (30) calendar days of such termination or expiration a certificate certifying that Customer and all such Persons to whom Customer has provided access to any Licensed Materials have complied with the terms of this Section 20.2, as applicable; and
- 20.2.6. pay Versaterm the full amount of any charges outstanding, including for any Professional Services performed, as of the date of termination, if any, whether invoiced or not (including any amounts due as late payment charges), and all other monies owing to Versaterm.

## 21. Suspension

If Customer has materially violated the MSA or any Service Schedule, including failure to pay any Fees or any portion thereof when due (other than invoiced amounts disputed in good faith pursuant to Section 8.6), Versaterm may immediately suspend Customer's and each of its

Authorized Users' right to access or use any Licensed Materials (including access to the Versaterm Platform) or receive any Services.

## 22. Relationship

This MSA and each Service Schedule and SOW are agreements between separate legal entities and neither Party is the agent, employee, or partner of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any Service Schedule with a third-party or to incur any obligation or liability on behalf of the other Party.

## 23. Notices.

Unless specified otherwise in a Service Schedule, all notices, requests, demands and other communications under this MSA and each Service Schedule shall be in writing and shall only be duly given:

23.1. on the date of sending if sent by email to the email address indicated in Section 23.2; or

23.2. on the third business day after posting if sent, during normal postal conditions, by registered or certified mail to the Party for which it is intended and addressed as follows:

To Versaterm at:

**Versaterm Public Safety US, Inc.**

1 North MacDonald, Suite 500

Mesa, Arizona, USA

85201

Attention: Legal Department

E-mail: [legal@versaterm.com](mailto:legal@versaterm.com)

With copy to:

**Versaterm Public Safety Inc.**

1331 Clyde Avenue, Suite 400

Ottawa, Ontario, Canada

K2C 3G4

To Customer at:

**Jefferson County Regional Crime Laboratory (TX)**

1149 Pearl Street, 7th Floor, Beaumont, TX 77701, United States

Attention: Steve Mayes

Email: [steve.mayes@jeffersoncountytexas.gov](mailto:steve.mayes@jeffersoncountytexas.gov)

24. Waiver.

Any waiver of, or consent to depart from, the requirements of any provision of this MSA or a Service Schedule or SOW shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this MSA shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. No amendment or variation to this MSA shall be effective unless signed in writing by both Parties.

25. Assignment.

Customer may not assign any rights or benefits under this MSA (including any Service Schedules or SOWs), in whole or in part, to any Person without the express prior written consent of Versaterm. Versaterm may assign its rights and benefits under this this MSA (including any Service Schedules or SOWs) to any Person by providing written notice to the Customer and may contract with any other Person to perform its obligations under this MSA (including any Service Schedules or SOWs) without obtaining Customer's consent to any such contract. Notwithstanding the foregoing, Versaterm may assign its rights and benefits under this MSA (including any Service Schedules or SOWs) to any Person without providing written notice to the Customer if such assignment is due to a corporate restructure, merger, or acquisition.

26. Force Majeure.

Except as expressly provided otherwise in a Service Schedule, dates and times by which Versaterm or Customer is required to render performance (other than dates and times for payment of money) under a Service Schedule or SOW shall be postponed automatically to the extent and for the period of time that Versaterm or Customer, as the case may be, is prevented from meeting them by reason of any causes beyond its reasonable control, provided the Party prevented from rendering performance notifies the other Party promptly and in detail of the commencement and nature of such a cause, and provided further that such Party uses its commercially reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

27. Severability.

If any provision of this MSA or any Service Schedule or SOW is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is

taken, that provision shall be deemed to be severed herefrom, and the remaining provisions of this MSA, Service Schedule or SOW shall not be affected thereby and shall remain valid and enforceable.

#### 28. Survival.

All obligations accrued to the date of termination as well as the Sections of this MSA listed below shall survive the termination of this MSA and any Service Schedule or SOW made pursuant to this MSA for as long as necessary to permit their full discharge: 1, 4.2, 6, 8, 9, 10, 13, 15, 16, 17, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42.

#### 29. Headings

Section headings used in this MSA or any Service Schedules or SOWs are for convenience of reference only and shall not be construed as defining, limiting, or describing the scope or intent of this MSA or of the Service Schedule or SOW, as applicable.

#### 30. Currency

Unless otherwise specified, all references to monetary amounts, including the symbol "\$", are in respect of American Dollars.

#### 31. Benefits

This MSA and any Service Schedule or SOW made pursuant to this MSA shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

### 32. Interpretation

In this MSA and each Service Schedule, words in the singular number include the plural and vice versa; words in the masculine gender include the feminine and neutral genders.

### 33. Good Faith Discussions

Prior to the commencement of any legal proceeding under this MSA or any Service Schedule or SOW, all claims must be raised for good faith discussion between authorized representatives of both Parties with authority to resolve the dispute. Should the claims not be resolved within thirty (30) days of the date of the first request such discussion, each Party shall be free to pursue its legal remedies pursuant to the terms of this MSA.

### 34. Amendments.

None of this MSA, any Service Schedule or any SOW shall be changed or amended except in writing by an amendment executed by authorized representatives of each Party.

### 35. Governing Law.

This MSA, each Service Schedule and each SOW as well as any matters relating to this MSA, any Service Schedule or any SOW, shall be construed and governed by and in accordance with the laws of the State of Texas and the applicable federal laws of the United States of America (excluding any conflict of laws rule or principles that might refer such construction to the laws of another jurisdiction).

### 36. Entire Agreement.

36.1. This MSA, together with each Service Schedule and SOW and all schedules attachments and exhibits hereto and thereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, negotiations, undertakings, and discussions, whether oral or written, are superseded by this MSA and there are no warranties, representations, or covenants between the Parties in connection with this MSA, except as specifically set forth or referred to in this MSA.

36.2. Each Party acknowledges that it has not been induced to enter into this MSA or any Service Schedule by any representations, warranties or covenants not expressly stated herein or therein.

36.3. The Parties agree that any terms or conditions set forth in a purchase order, acknowledgement or any other document or response issued by Customer shall not apply to this MSA or any Service Schedule or SOW shall be deemed automatically rejected by Versaterm without need of any further or additional notice of rejection and void and of no effect.

### 37. Consultants and Agents.

Customer shall ensure that its employees, consultants, contractors and agents comply with the terms and conditions of this MSA and any Service Schedule or SOW to the extent that such Persons are entitled or obligated under the terms hereof or thereof to exercise any rights or perform any obligations hereunder or thereunder. Customer shall be responsible for the actions of all such employees, consultants, contractors and agents.

### 38. Publicity/Press Releases.

Versaterm may reference the existence of this MSA and the business relationship between the Parties for the purposes of: (a) issuing press releases to announce the beginning or

continuation, as applicable, of the business relationship between the Parties; or (b) referencing Customer as a customer of Versaterm including in Versaterm's customer list and other marketing materials.

#### 39. Counterparts.

This MSA, any Service Schedule and any SOW or part thereof or attachment thereto may be executed in any number of counterparts and by exchange of signature pages by electronic mail or by any other electronic means. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement. The execution of this MSA, any Service Schedule or SOW by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic signatures may be used by the parties in lieu of the original signature page[s] of this MSA, any Service Schedule or SOW for any and all purposes.

#### 40. United Nations.

Pursuant to Article 6 of the United Nations convention on contracts for the International Sale of Goods ("UN Convention"), the Parties agree that the UN Convention shall not apply to this MSA.

#### 41. Extending pricing

Subject to Versaterm's discretion, Customer may extend pricing, terms and conditions of this Agreement to other governmental entities that have signed an intergovernmental agreement with the Customer to be system users.

#### 42. Language

The Parties have expressly required that this MSA and all documents and notices relating hereto be drafted in English. Les parties aux présentes ont expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.

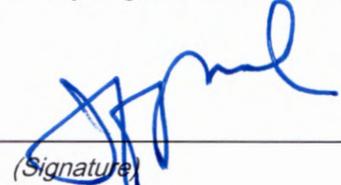
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Agreed to and on behalf of:

**Versaterm Public Safety US, Inc.:**

**Jefferson County Regional Crime Laboratory (TX):**

**By:** DocuSigned by:  
Adam Schwartz  
DFBB2C5458064AB  
\_\_\_\_\_  
(Signature)

**By:**   
\_\_\_\_\_  
(Signature)

**Name:** Adam Schwartz  
\_\_\_\_\_  
(Printed Name)

**Name:** Jeff Branick  
\_\_\_\_\_  
(Printed Name)

**Title:** CRO  
\_\_\_\_\_

**Title:** County Judge  
\_\_\_\_\_

**Date:** 01-27-2026  
\_\_\_\_\_

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



  
ATTEST  
DATE 2/3/26

**Versaterm Public Safety US, Inc.**

(referred to hereafter as "Versaterm")

1 North MacDonald, Suite 500  
 Mesa, Arizona USA  
 85201

Email address for notices:

[legal@versaterm.com](mailto:legal@versaterm.com)

**SERVICE SCHEDULE**

Jefferson County Regional Crime Laboratory (TX) 1149 Pearl Street, 7th Floor, Beaumont, TX 77701, United States steve.mayes@jeffersoncountytexas.gov (referred to hereafter as "Customer")	Invoices shall be sent to  1149 Pearl Street, 7th Floor, Beaumont, TX 77701, United States  Attention: Jefferson County Regional Crime Laboratory (TX) Email: julie.hannon@jeffcotx.us  Is a purchase order required? Yes
Initial Subscription Term: 12 months commencing upon Provisioning	

Item	Quantity	Price per Unit	Discount	Net Total
LIMS-plus v3 Cloud Hosted Annual Subscription (price per seat) - GSA	12	\$2,359.64		\$28,315.68
Hosted Cloud Environment setup fee, one time charge	1	\$5,250.00		\$0.00
Portal Annual Cloud Hosted Subscription (price per LIMS seat) - GSA	12	\$589.91		\$7,078.92

Total:	\$35,394.60
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*The amounts indicated above are exclusive of sales taxes*

## **INVOICING**

Versaterm shall invoice the Customer for the above Subscription Fees for the Subscription Services at the beginning of the Initial Subscription Term and annually on each anniversary date for the duration of the Subscription Term.

## **INVOICING TERMS FOR PROFESSIONAL SERVICES FEES**

Other :

If Professional Services are for a cloud-migration or adding additional license Professional Services Fees shall be invoiced upon Provisioning

## **SPECIFIC SUBSCRIPTION SERVICES/SERVICES**

The following terms apply to the software and service(s) identified above.

### **Forensics**

#### **1. Definitions**

Any capitalized word or term used in this Service Schedule but not otherwise defined herein shall have the meaning given to it in the Master Software and Services Agreement.

- A. "Critical Priority Errors" means complete system failure where the SaaS Services is not available for use.
- B. "High Priority Errors" means a serious problem that materially affects the operational use of the SaaS Services.
- C. "Major Enhancement Release" means a change or new release of the SaaS Services then in use by the Customer containing new functions, features and enhancements that have become part of the standard system.
- D. "Minor Enhancement Release" means a change or new release of the SaaS Services then in use by the Customer designed to correct Problem(s) and/or provide minor functionality additions.
- E. "On-Site Software" means Versaterm's proprietary software programs as described in Section 1 that are installed and used on Customer's own systems or premises, on the license terms set out in Section 4.
- F. "Problem" means a failure of the Product to function substantially in accordance with the User Documentation.
- G. "Production Period" means the period during the term following go-live of the SaaS Services.
- H. "Software as a Service" or "SaaS Services" means the Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Versaterm for remote access and use by the Customer, including any Documentation hereto.

- I. "Maintenance and Support" means services which are provided by Versaterm to the Customer, as described herein, regarding Problem(s) encountered with standard, unmodified Software, and with Versaterm's modifications to or interfaces with the Software, and which are necessary to:
- resolve Problems and provide temporary "work around" solutions, if necessary;
  - assist with data manipulation, duplication or restoration where data has been affected by defects under paragraph (i) immediately above, but not by hardware defects or operator error or misuse of any of the software or hardware;
  - periodically review all Software to identify and resolve Problems on a preventative basis; and
  - provide, in a timely manner, all Major and Minor Enhancement Releases.
- J. "Third Party Application" means a third-party service by a Third-Party Provider(s) approved by Versaterm to which the Customer and any Authorized User facilitates Versaterm's access to, and use of the Subscription Services, via an application programming interface or other means.
- K. "Third Party Provider" means any third party, including other vendors, federal agencies, state/provincial agencies, and local agencies that control products and/or databases with which the Subscription Services are to be interfaced but for the avoidance of doubt shall not include any Third-Party Suppliers.

## 2. Additional License Terms

**A. Compliance.** The Customer will be responsible to Versaterm for compliance with the restrictions on use and other terms and conditions of this Section 4 by Customer and all its Authorized Users.

### **B. Third Party Applications**

- (i) If Customer installs or enables a Third-Party Application for use with the SaaS Services, Customer grants Versaterm permission to access Customer Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the SaaS Services.
- (ii) In no event will Versaterm be responsible for any Third-Party Application, or any failure of a Third Party Application to interoperate with the SaaS Services properly. If Versaterm receives information that a Third-Party Application may violate any applicable laws or third-party rights, Customer will, promptly upon receiving notice of the foregoing from Versaterm, disable any connection between such Third-Party Application and the SaaS Services to resolve the potential violation (and if Customer fails to promptly disable such connection, Versaterm shall have the right to do so).

### **C. Third-Party Components**

- i. **Usage of Third-Party Components.** Where there are any inconsistencies or conflict between the terms and conditions of Third-Party Components and the terms of this

Agreement, such additional terms shall govern the Customer's use of the applicable Third-Party Component. Third-Party Component license(s) are restricted for use solely with Software.

#### **D. Third Party Data**

- i. Customer shall access and use the Third-Party Data in accordance with the terms and conditions of the agreement between the Customer and the provider of such Third-Party Data.

#### **E. Data Storage**

- i. Data Storage: Combined production and test instance file share data storage included in the above subscription prices shall include 1 TB. Data exceeding this level will incur charges of \$1,200 / TB / Year, in units of 1 TB.

### **3. Software Enhancements and Optional Modules**

Versaterm shall supply the following, subject to the Customer's payment of applicable Fees, and subject to and in accordance with the license rights, restrictions, terms, covenants, conditions, warranties, limitations, exclusions, and other provisions set forth in the Agreement:

- A. Major Enhancement Release(s) and/or Minor Enhancement Release(s) if any, to the Customer at no additional charge.
- B. In the event of a Major Enhancement Release, Versaterm will deploy such upgrades to the Customer's systems, as scheduled in advance, with appropriate notification to the Customer. Customer shall have 60 days to test the Major Enhancement Release, after which, it becomes part of the SaaS Services.
- C. In the event of a Minor Enhancement Release, Versaterm will deploy such updates to the Customer's system, as scheduled in advance, with appropriate notification to the Customer. With the goal of keeping such environments reasonably current, the Customer shall have 5 days to test the update, after which, the update shall become part of the SaaS Services.
- D. Interface modules that are developed by Versaterm for interfacing the SaaS Services to other software products, provided, that such modules are specifically included in the Agreement.
- E. Changes to SaaS Services. Versaterm software operates on a variety of common web browser types. Versaterm reserves the right to provide the SaaS Services using only Versaterm certified browsers.

### **4. Maintenance and Support**

#### **A. Site Access**

When requested by Versaterm, the Customer is obligated to provide access to its premises, staff, and authorities, provided Versaterm staff meet the security requirements of paragraph 6 (A) of the Service Schedule.

## 5. **Scope of Support**

The Service Level Agreement ("SLA") between Versaterm and all its customers can be found on the JusticeTrax support portal, where Customer may have one or more user accounts.

The SLA will address software and IT services required to support and sustain Versaterm products and services. The SLA ensures that the proper elements and commitments are in place to provide consistent customer service support and delivery to the Customer(s).

The objectives of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise, and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

Clearly delineate the different services provided by Versaterm under a subscription-based contract compared to a maintenance agreement.

## 6. **7x24 Emergency Telephone Support**

Versaterm will provide 7x24 Telephone Support that extends Support for problems identified as Critical Priority Error and High Priority Error to include all hours not already provided for within Regular Telephone Support. 7x24 Telephone Support allows the Customer's internal support staff that are technically capable and who first troubleshoot the problem, to authorize Versaterm to provide 7x24 Telephone Support. Additional costs will apply to this enhanced level of application support.

## 7. **Third Party Applications**

A. Responsibilities for Planned Updates. Customer shall provide Versaterm with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third-Party Provider of a Third-Party Application. Versaterm shall undertake commercially reasonable efforts to patch or update the Product in order to integrate it with the updated Integrated Third-Party Application.

B. Responsibilities for Planned Upgrades. Customer shall provide Versaterm with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third-Party Provider of a Third-Party Application. Versaterm shall evaluate the time and resources required to patch or update the Product in order to integrate it with the upgraded Third-Party Application. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Versaterm would develop a patch, update, or upgrade to integrate the Product with the Third-Party Application.

## 8. Security

**A. Background Screening.** Versaterm agrees that all necessary personnel Versaterm employs pursuant to this Agreement shall be subject to Versaterm's background and security checks and screening (collectively "Background Screening") at Versaterm's sole cost and expense as set forth in this paragraph. The Background Screening shall include, as a minimum, criminal record checks, local police record checks, and credit checks. Any additional Background Screening required by the Customer may be at additional cost.

**B. FBI CJIS Security Addendum.** If Customer is located in the United States Versaterm agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum.

## 9. Onboarding Terms & Conditions

The Onboarding Terms and Conditions shall also include the following sections, where applicable:

- A. Statement of Work
- B. Project Implementation Schedule
- C. Interface Control / Tailored Work Document (ICTWD)
- D. Data Migration
- E. Enhancements Control Document (ECD)
- F. Acceptance Testing
- G. Training Course Outlines
- H. Changes to Onboarding Projects

A. Statement of Work

B. Project Implementation Schedule

Upon receipt of the database backup(s) and file share archive (where applicable):

Within 60 business days Versaterm will provide the URL and login credentials for the customer to log in and begin the system verification process.

If a database upgrade is required, within 60 business days Versaterm will provide a restored database to begin the data verification process.

The customer shall have 60 business days post initial log in to complete the verification process and schedule a final move of the initial test system into production. At this point in time, the customer would have a solid understanding of the amount of time taken to perform a back-up and upload of their data to Versaterm. Versaterm would have a solid understanding of the amount of time required to restore that data and repeat the process to make it available to the customer.

A final file repository refresh and database upgrade and restoration will need to be completed just prior to the system moving into production.

C. Interface Control / Tailored Work Document (ICTWD) - Not Applicable

D. Data Migration – Not Applicable

E. Enhancements Control Document (ECD) – Not Applicable

F. Acceptance Testing

The Customer will identify a team of users to take on the role of power users, subject matter experts, back up administrators (however named by the organization). These people should have technical, specific, and practical knowledge of at least one Discipline in the Crime Lab as well as evidence handling and processing. They will act as liaisons between the individual units and the overall implementation team. They should participate in admin or power use/ SME training during the implementation and help to make configuration choices for their representative unit.

These staff members will be responsible for the acceptance of the individual section workflows and configuration. They will perform validation testing of all configured screens, administrative data, reports and any integrations that are needed by the section. Once they have signed off on their workflow, the application will be configured for use for that discipline. Once all disciplines have been accepted, the application will be considered Configured for Use and that milestone will be achieved.

G. Training

The following types of Training will be scheduled for project resources based on the deliverables on the contract and the role of the individual(s):

**End User Training:** Training shall include orientation to the layout and design of the LIMS, nomenclature, procedures for ensuring data is properly entered and maintained, and a basic overview of the LIMS processes. Training shall also include LIMS processes for performing analysis, recording results, performing reviews, and producing reports for a user's specific disciplines. Training shall cover section specific tasks and the use of section specific forms and reports as well.

**Power User Training:** In addition to all topics covered in End User training, training shall include advanced techniques that can be used to increase productivity and throughput through section specific data correction and end user support. This training is given to the individuals who will act as the "first call" for end users experiencing application or data problems as well as addressing needs for corrections that require elevated permissions.

Commonly, these users are also the Subject Matter Experts for a unit that were involved in the creation and configuration of section specific analytical modules and forms. Power user training can be delivered as part of End User or Administrator Training if not delineated in a separate line item.

**Administrator Training:** Offeror shall provide administrator training to application administrators and Information Technology (IT) staff. Training shall target individuals responsible for configuring and managing the day-to-day operations of the system, and include training on data reliability, security, user support, ongoing performance, and configuration of the LIMS. These users would have the highest level of permissions and would support the Power Users. They would also be the individuals responsible for troubleshooting issues and reporting those to Versaterm under the maintenance plan. Training for lab administrators may take place separate from IT administrators as the roles may be responsible for different functions within the application.

Specific recommendations regarding training needs and curriculum content will be generated during the project on an ongoing basis if the contract is awarded. Classes will be outlined based on the needs and schedule of attendees. Content of individual courses will be distributed to attendees ahead of the course.

#### H. Changes to Onboarding Projects

From time-to-time Project Changes may arise. Versaterm staff will propose and post such Changes to the Versaterm electronic project management system where the Customer shall accept or reject the change. Changes will be deemed acceptable should the Customer not respond within 7 calendar days.

### **10. System Performance and Availability Standards**

This Section sets forth the performance and availability standards to which the Versaterm software applications are expected to perform, providing that the Customer meets Versaterm's recommended hardware and network specifications, including server, desktop workstation and mobile configurations, and that the Customer uses the Application Software according to its intended design.

Server hardware/software requirements, minimum workstation configurations, and network requirements are defined in Section 6.4. Specifications and requirements are subject to change to support future Product Upgrades.

The measured times exclude any factors that may be caused by factors outside of Versaterm's control, such as, but not limited to, the network.

#### **A. Transaction Response Times**

Versaterm Application Software performance is based on transaction response times, which are measured from operator action until visual response is observed or until the operation is completed.

Important Note: Expected response times are not for data-dependent transactions, such as, but not limited to, displaying data lists, displaying dashboards, querying external interfaces, attaching/downloading files, generating reports, printing, or performing queries or searches. For such types of data-dependent transactions, including large administrative tasks and large evidence transfers, the response time results may vary depending on the amount of data involved, the sizes of the files involved, the complexity of reports, or the types of search criteria entered.

The approach taken will be to measure the performance of transactions from an end user while the System is under normal and reasonable workload within the Production Use environment. Delays caused by the network will not be included in the response times.

When measuring response time, no backups, ad-hoc queries against the database, or reports will be processed. The response times will be measured from workstations that meet the recommended workstation requirements as defined in Section 6.5.

The expected transaction times for Versaterm Software Applications is three (3) seconds or less.

## **B. Availability Standards**

During the Production Period of the Subscription Services, the Application Software shall be available in the production environment 98% of the time. The following specifications define both availability and the method by which it is calculated:

Availability is expressed as a percentage of the maximum expected availability over a given period. The Software shall be available seven days per week, 24 hours per day. The percentage availability for any period will be calculated as follows:

$$(\text{Total Hours in Period} - \text{Hours System Unavailable}) \times 100 / \text{Total Hours in Period}$$

"Unavailability" is where the Application Software is completely and generally unavailable for the Customer's use (but not the use of any one Authorized User, or subset/group of users; or access from any one workstation or a group of workstations), and does not include any unavailability attributable to:

- i. Scheduled downtime for maintenance;
- ii. Scheduled downtime for Major or Minor Enhancement Releases;
- iii. scheduled downtime for operating system patch updates;
- iv. downtime for upgrades or updates to system software components and tools integrated as part of the Solution;
- v. downtime for upgrades or updates to cloud-based Third-Party Software Components and services integrated as part of the SaaS Services;

- vi. downtime related to connectivity issues resulting from Customer or third-party-provided or managed Direct Connect or VPN access to hosted server or Customer internal network problems; Customer will be responsible for immediately notifying Versaterm of all third-party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise;
- vii. an incident resulting from data or infrastructure or network provided and/or performed by the Customer;
- viii. acts or omissions of Customer or any Customer user, Authorized User, or any employee, agent or independent contractor of the Customer;
- ix. lack of availability or untimely response from the Customer that require the Customer's participation for resolution;
- x. the Customer's negligence or breach of the Customer's material obligations under the Agreement;
- xi. any other cause(s) beyond Versaterm's reasonable control, including but not limited to those caused by Third-Party Data, Third-Party Applications, Third-Party Provider, or Third-Party software, as well as overall internet congestion, denial of service attack, or a force majeure.

### **C. Data Backup and Disaster Recovery**

During the Production Period of the SaaS Services, Versaterm shall provide backup of Customer data using the tools inherent to the platform, e.g., Microsoft Azure. Platform tools shall also be used to establish and maintain disaster recovery processes.

SQL Database Backup and Retention as follows:

- o 14 days of daily
- o 4 weeks of weekly
- o 4 months of monthly
- o 4 years of yearly

SQL Transaction Logs

- o 14 days of hourly backups

File/Storage Backups and Retention as follows:

- o 30 days of daily backups

Misc. VM backups

- Instant Restore Backups – 2 days
- 14 days of daily
- 4 weeks of weekly
- 4 months of monthly
- 4 years of yearly
  
- Return to Operation Objectives
  - VM Restore
    - Instant Restore Backup (2 Hours)
  
    - Older backup (1 day)
  - SQL Restore
    - 4 hours to a day depending upon size of database
  - File Share Restore
    - 4 hours
  - Site Restore
    - 2 days

#### **D. Transition Assistance**

Upon termination of the Agreement for any reason, and subject to Fees due being paid in full, Versaterm will return Customer's data in a CSV or other mutually agreed upon format for each record and provide them to the Customer for download. Records can be uploaded to Customer's new system by the Customer or its new vendor. Transition assistance services are included in the Fees charged to Customer under Section 1. Fees are due and payable up to the cut-off date.

As an optional transition assistance service, Versaterm shall provide, for an additional Fee, the database and other managed services, as mutually agreed upon.

Notwithstanding the foregoing, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm.

#### **E. Minimum Client and Peripheral Specifications – System Requirements**

Below are the system requirements for Versaterm Software Applications for solutions hosted in *Versaterm Cloud*.

i. Versaterm Cloud:

**Supported Platforms**

Desktop OS                      Windows 10 or 11

**Prerequisites**

Desktops                      .NET 4.7.2 or Higher  
                                      Adobe Reader 10 or Higher  
                                      JITray

**Compatible Browsers**

Microsoft Edge                (Recommended)  
 Google Chrome                (Google Chrome is compatible with v3.8 products but has not been fully tested)  
 Firefox 51.x or Higher        (Firefox is compatible with v3.8 products but has not been fully tested.)

**Special Considerations**

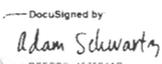
Requirements                 All guidelines are the minimum recommendations for suitable performance.  
 OS                                LIMS v3.7.x and v3.8.x do not support file paths that exceed 200 characters.  
 Barcode Printers              Versaterm supports Eltron/Zebra printers currently supported by the manufacturer.  
 Report Writing                 Creating and editing of custom Crystal reports in a hosted environment will require the installation and use of the Azure VPN Client

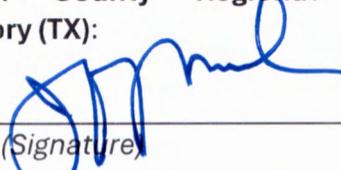
[Rest of page intentionally left blank]

This "Service Schedule" is entered into as of the date of the last signature set forth on the signature page hereto (the "Effective Date"), by and between Versaterm Public Safety US, Inc. and Customer. The Service Schedule and its schedules (if applicable) are incorporated into that certain Master Software and Services Agreement between Customer and Versaterm ("MSA"). The terms and conditions that are specific to this Service Schedule are set forth herein. In the event of a conflict between the provisions of this Service Schedule and the Master Agreement, the provisions of Section 2 a) of the MSA shall control such conflict. Each person signing this Service Schedule has the full authority to execute this Service Schedule.

**Versaterm Public Safety US, Inc.:**

**Jefferson County Regional Crime Laboratory (TX):**

**By:**   
DocuSigned by  
Adam Schwartz  
DF8B2C-453661AB  
\_\_\_\_\_  
(Signature)

**By:**   
\_\_\_\_\_  
(Signature)

**Name:** Adam Schwartz  
\_\_\_\_\_  
(Printed Name)

**Name:** Jeff Branick  
\_\_\_\_\_  
(Printed Name)

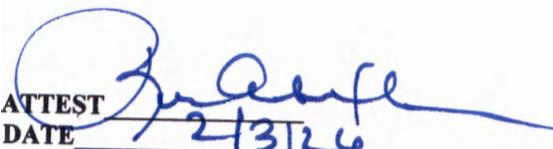
**Title:** CRO  
\_\_\_\_\_

**Title:** County Judge  
\_\_\_\_\_

**Date:** 01-27-2026  
\_\_\_\_\_

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



**ATTEST**  
**DATE**   
2/3/24

**Schedule A**  
**Statement of Work - Migration to Cloud**

**Onboarding Terms & Conditions**

**1. Documents**

The Onboarding Terms and Conditions shall also include the following sections, where applicable:

- i. Documents
- ii. Statement of Work
- iii. Project Implementation Schedule
- iv. Acceptance Testing

**2. Statement of Work**

Minimum Application Versions for Hosting (Versaterm Cloud)

LIMS-plus, ChainLinx and Portal v3.8	3.8.47 or later
LIMS-plus, Portal v5	5.3.38 or later
CIMS	1.0.35 or later
LIMS-plus DNA	1.1.22 or later

**On-Premises to Versaterm Cloud Move (Customer below minimum versions of any apps being moved)**

Upon receipt of signed agreement:

Customer will determine if there are any existing integrations. If there are, then the process must include an evaluation of each integration to determine the feasibility of continued operation as is or if a rewrite of that integration is necessary. Versaterm is not responsible for any custom integrations not covered under a maintenance agreement with Versaterm.

Customer will need to send the most recent database back up for each application to Versaterm. Delivery method for data transfer will be coordinated with the Versaterm Product Delivery Team.

For LIMS-plus 3.x customers they will need to send a copy of their “jtrax share” (customers are encouraged to use a tool such as 7-zip and compress the archive into multiple files for easier transfer.)

Versaterm will create the cloud deployment to include the backups and files mentioned above.

Versaterm may perform an in-place upgrade of the application(s) to the most current released version implementing any changes required to make the system operational. This could include

enabling/disabling features. Customer is responsible for any additional configuration required by the upgrade.

For LIMS-plus v3.7 and below customers, Versaterm will perform a "Health Check" on the database and identify data that could pose issues to the use of the applications to the customer. The Customer is responsible for determining if the data can be ignored, needs to be corrected, etc. within a 30-day period, otherwise it will be deemed to be acceptable to use as is. Versaterm will assist in the correcting of the data (running or creating scripts as an example) to facilitate usefulness.

Versaterm will convert existing Crystal Reports from ODBC to ADO. At this time, Word reporting for LIMS-plus v3.x is not supported in Versaterm Cloud. The customer is responsible for validating the function of the reports after the conversion.

Creating and editing of custom Crystal reports in a hosted environment will require the installation and use of the Azure VPN Client.

Versaterm will provide the customer with the URL to access the application(s.)

The customer will access the application(s) and log in.

The customer is responsible for reviewing application release notes to determine functionality introduced with versions of the application later than the one from which they have upgraded.

The customer is responsible for training their users on any new functionality should they choose not to engage professional services.

### **3. Project Implementation Schedule**

Upon receipt of the database backup(s) and file share archive (where applicable):

Within 60 business days Versaterm will provide the URL and login credentials for the customer to log in and begin the system verification process.

If a database upgrade is required, within 60 business days Versaterm will provide a restored database to begin the data verification process.

The customer shall have 60 business days post initial log in to complete the verification process and schedule a final move of the initial test system into production. At this point in time, the customer would have a solid understanding of the amount of time taken to perform a back-up and upload of their data to Versaterm. Versaterm would have a solid understanding of the amount of time required to restore that data and repeat the process to make it available to the customer.

A final file repository refresh and database upgrade and restoration will need to be completed just prior to the system moving into production.

### **4. Acceptance Testing**

The Customer will identify a team of users to take on the role of power users, subject matter experts, back up administrators (however named by the organization). These people should have technical, specific, and practical knowledge of at least one Discipline in the Crime Lab as well as evidence

handling and processing. They will act as liaisons between the individual units and the overall implementation team. They should participate in admin or power use/ SME training during the implementation and help to make configuration choices for their representative unit.

These staff members will be responsible for the acceptance of the individual section workflows and configuration. They will perform validation testing of all configured screens, administrative data, reports and any integrations that are needed by the section. Once they have signed off on their workflow, the application will be configured for use for that discipline. Once all disciplines have been accepted, the application will be considered Configured for Use and that milestone will be achieved.

### Certificate Of Completion

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Status: Completed

Subject: Complete with Docusign: SS+MSA+SOW with Jefferson County Regional Crime Laboratory (TX) (1).pdf

Source Envelope:

Document Pages: 50

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Danielle Matheson

AutoNav: Enabled

2300 Carling Avenue

EnvelopeId Stamping: Enabled

nil

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Ottawa, ON K2B 7G1

danielle.matheson@versaterm.com

IP Address: 99.209.71.88

### Record Tracking

Status: Original

Holder: Danielle Matheson

Location: DocuSign

1/27/2026 12:27:44 PM

danielle.matheson@versaterm.com

### Signer Events

Adam Schwartz

adam.schwartz@versaterm.com

CRO

Adam Schwartz

Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
*Adam Schwartz*  
DFBB2C5456004AB...

Signature Adoption: Pre-selected Style

Using IP Address: 174.220.128.166

Signed using mobile

### Timestamp

Sent: 1/27/2026 12:35:35 PM

Viewed: 1/27/2026 12:44:50 PM

Signed: 1/27/2026 12:45:39 PM

### Electronic Record and Signature Disclosure:

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### In Person Signer Events

Signature

Timestamp

### Editor Delivery Events

Status

Timestamp

### Agent Delivery Events

Status

Timestamp

### Intermediary Delivery Events

Status

Timestamp

### Certified Delivery Events

Status

Timestamp

### Carbon Copy Events

Status

Timestamp

David Epstein

david.epstein@versaterm.com

Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 1/27/2026 12:35:35 PM

Viewed: 1/27/2026 1:04:56 PM

### Electronic Record and Signature Disclosure:

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### Witness Events

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### Notary Events

Signature

Timestamp

### Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

1/27/2026 12:44:50 PM

Signing Complete

Security Checked

1/27/2026 12:45:39 PM

Completed

Security Checked

1/27/2026 12:45:39 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact Versaterm:**

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

To contact us by email send messages to: [kathleen.mackinnon@versaterm.com](mailto:kathleen.mackinnon@versaterm.com)

### **To advise Versaterm of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kathleen.mackinnon@versaterm.com](mailto:kathleen.mackinnon@versaterm.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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

### **To request paper copies from Versaterm**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kathleen.mackinnon@versaterm.com](mailto:kathleen.mackinnon@versaterm.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Versaterm**

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kathleen.mackinnon@versaterm.com](mailto:kathleen.mackinnon@versaterm.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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

**JLL VALUE AND RISK ADVISORY****Engagement Agreement**

January 5, 2026

Mistey Reeves, CTCD, CTCM  
 Assistant Purchasing Agent  
 Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, TX 77701  
 409-835-8693

Dear Ms. Reeves,

We are pleased to provide this contract for services:

Property type	Sports & Entertainment
Property identification	Ford Park Entertainment Complex, 5115 Interstate 10 Access Rd., Beaumont, TX 77705
Property interest	Leased Fee
Purpose	As Is Market Value
Intended user(s)	Jefferson County
Intended use	Internal Decision Making
Value provided	As Is Market Value
Appraisal standards	USPAP
Property inspection	Full Inspection
Valuation approaches	All Applicable Approaches to Value
Report option	Narrative
Fee	\$20,000
Expenses	All inclusive
Retainer	No retainer required
Delivery date	Three weeks

A PDF of the report(s) will be delivered to the client contact identified in this engagement agreement.

Hard copies available upon request.

JLL's Value and Risk Advisory platform leverages the firm's global experience and deep knowledge of local real estate markets to provide industry-leading valuation, market analytics and advisory services to a wide range of clients. We offer the highest quality market insights and property valuations to help our clients make optimal business decisions and manage risk. JLL Value and Risk Advisory is comprised of over 2,000 valuation experts and 146 offices globally.

This engagement letter is subject to the General Terms and Conditions attached to this letter as Exhibit A, the Statement of Assumptions and Limiting Conditions attached to this letter as Exhibit B.

Upon your acceptance of this Agreement, we will introduce the team completing the assignment, provide our information request and coordinate a property tour, if applicable. Per USPAP, we are required to analyze any current purchase for the subject property and request that copies of these, or a term sheet be provided with other applicable information.



We appreciate the opportunity to be of service.

Sincerely,

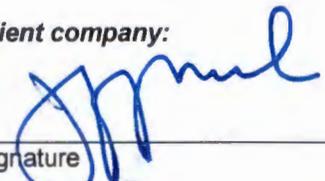
JLL VALUATION & ADVISORY SERVICES, LLC

Brett M. Suszek, MAI, AI-GRS

Senior Managing Director

**AGREED AND ACCEPTED BY**

*Client company:*

  
\_\_\_\_\_  
Signature

Jeff Branick  
\_\_\_\_\_  
Printed Name

County Judge  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

misty.reeves@jeffersoncountytx.gov  
\_\_\_\_\_  
Email Address

409-835-8593  
\_\_\_\_\_  
Phone Number

*Contact for data and site visit:*

Fran Lee  
\_\_\_\_\_  
Printed Name

Jefferson County Auditor  
\_\_\_\_\_  
Company

fran.lee@jeffersoncountytx.gov  
\_\_\_\_\_  
Email Address

409-835-8500  
\_\_\_\_\_  
Phone Number

  
\_\_\_\_\_  
ATTEST  
DATE 2/3/26



***Deliver to (if different than client):***

Printed Name \_\_\_\_\_

Email Address \_\_\_\_\_

Company \_\_\_\_\_

Phone Number \_\_\_\_\_

***Invoice to (if different than client):***

Name \_\_\_\_\_

Company \_\_\_\_\_

Street Address \_\_\_\_\_

City, ST, Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_



## Exhibit A

### Terms and Conditions

#### 1. INTRODUCTION

- 1.1 These Terms and Conditions supplement the proposal, agreement, letter of engagement or email (the "engagement") between JLL Valuation and Advisory Services, LLC and the Client indicated in the engagement that sets out details of the Services to be provided to the Client. All capitalized terms in this exhibit have the meanings given to them in the engagement unless given a different meaning in this exhibit. These Terms and Conditions, together with the engagement and all other exhibits, schedules and riders to the engagement, are collectively called the "agreement".

#### 2. SERVICES

- 2.1 We will provide the Services using reasonable care and skill.
- 2.2 We may make changes to the Services if necessary to comply with any law or safety requirement. We will notify you if that happens. Otherwise, each of us must agree in writing to any changes to the Services, the Fees, or any other provision of the agreement.
- 2.3 We may use electronic communication and systems, including a digital dashboard, to provide the Services. Any necessary software not generally available will be made accessible to you while you are a client of ours under this Agreement. It is hereby agreed between us that the final signed report delivered pursuant to this Agreement shall serve as the sole, authoritative source of information, on which all reliance should be based. Any additional sharing of values or content from the report through any technology platform, including any digital platform, is intended for the sole purpose of improving our service delivery and convenience. We may implement future updates to our technology platforms and digital dashboards in order to enhance our service delivery.
- 2.4 We may use artificial intelligence, including generative artificial intelligence, when providing the Services.

#### 3. CLIENT OBLIGATIONS

- 3.1 You agree to give us all documents and other information that we advise you are reasonably necessary for us to provide the Services.
- 3.2 You will maintain adequate property and public liability insurance to reasonably insure property that you own or occupy and any activities on that property. You will obtain all necessary licenses, permissions and consents which may be required to enable us to perform the Services (other than professional licenses that we are required to maintain to perform the Services). You are responsible to keep your property in a safe condition so that we may perform the Services in reasonable safety.
- 3.3 You will notify us promptly if you believe any information you have provided is incomplete or inaccurate.

#### 4. DELAY

We are not responsible for any delay in our performance of the Services if caused by any event beyond our reasonable control, or for any delay caused by your failure to comply with the agreement.

#### 5. FEES, EXPENSES AND PAYMENT

- 5.1 Our fee in its entirety is earned upon delivery of the first report. We will invoice you at time of delivery for any outstanding balance.
- 5.2 You agree that your obligation to pay the Fee is not contingent upon the results, conclusions or recommendations we provide.
- 5.3 If we are asked to invoice any other party, you agree to settle our invoice immediately if the other party does not do so within 30 days of the date of the invoice.
- 5.4 Delinquent payments under the agreement will earn interest at the rate of one and one-half percent (1-1/2%) per month from the date due until paid, or if lower, the maximum rate permitted by law. If the Fee or any part of it remains unpaid 30 days after it was due, you may not use any report or work product we have delivered to you for any reason.
- 5.5 If you terminate this agreement before the Services are completed, you will pay us, no later than the termination date, a reasonable fee proportionate to the part of the Services performed to the date of termination.



- 5.6 Our rights under Section 5.3 and 5.4 are in addition to, and will not limit, our right to pursue any other rights and remedies under the agreement or at law or in equity.

## 6. INDEMNITY

Intentionally removed.

## 7. EXCLUSIONS OF, AND LIMITATIONS ON, LIABILITY

- 7.1 **EACH OF US WAIVES ANY CLAIMS AGAINST THE OTHER FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL OUR LIABILITY IN CONNECTION WITH THE AGREEMENT EXCEED THE FEE PAID TO US HEREUNDER.**

## 8. TERMINATION

- 8.1 Either of us may terminate the agreement without reason by giving 30 days' advance written notice to the other.
- 8.2 Either of us may terminate the agreement immediately if the other breaches the agreement and fails to remedy the breach within 10 days of notice by the non-breaching party.
- 8.3 We may terminate the agreement immediately for any of the following reasons:
- (a) We cannot provide any of the Services due to conditions beyond our reasonable control.
  - (b) In our reasonable opinion, there is insufficient information available to provide a report or other work product that meets our standards.
  - (c) A conflict of interest arises which prevents us from acting for you.
  - (d) You have asked us to provide reports or work product that we do not consider to be accurate.

## 9. ASSUMPTIONS AND LIMITATIONS

- 9.1 Any report or other work product we deliver as part of the Services will be subject to our standard Statement of Assumptions and Limiting Conditions, provided as an exhibit and as part of the agreement, which will be incorporated into the report or work product.
- 9.2 We understand that you may wish to use the report or other work product we deliver as part of the Services to support your Stark law and Anti-Kickback compliance process. Our reports and work product are appraisals prepared pursuant to Uniform Standards of Professional Appraisal Practice, and do not undertake to evaluate any such compliance. You acknowledge that many factors in addition to property value must be considered to determine Stark or anti-kickback law compliance and agree that any reports and work product we deliver make no opinion or representation that any transaction involving property we appraise is compliant with Stark law or any anti-kickback law.

## 10. CONFIDENTIALITY

- 10.1 We each agree to maintain the confidentiality of each other's confidential information and will not disclose any information received in confidence from each other, until two years after termination or expiration of the agreement, except where required to do so by law.
- 10.2 Intentionally removed.

## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 We retain all copyright (and other intellectual property rights) in all materials, reports, systems and other deliverables which we produce or develop for the purposes of the agreement, or which we use to provide the Services.
- 11.2 You will not reproduce or copy any part of any report or other work product we produce as part of the Services without our prior written consent.
- 11.3 You will grant us a non-exclusive, non-transferable license to use the data you provide to us, and any intellectual property contained therein, for the purpose of anonymizing and aggregating such



data (such that it may not be reverse engineered) and using such information for our legitimate business purposes.

## 12. GENERAL

- 12.1 The agreement may be modified only by a written agreement signed by both of us. Liability accruing before the agreement terminates or expires will survive termination or expiration.
- 12.2 The agreement states the entire agreement, and supersedes all prior agreements, between the parties with respect to the matters described in the agreement.
- 12.3 If a court determines that any part of the agreement is unenforceable, the remainder of the agreement will remain in effect.
- 12.4 The agreement is governed by the laws of the State of Texas. Each of us irrevocably submits to the exclusive jurisdiction of the courts of that State.
- 12.5 The agreement may be executed in multiple counterparts.
- 12.6 No director, officer, agent, employee, or representative of either of us has any personal liability in connection with the agreement.
- 12.7 Neither of us may assign or transfer any rights or obligations under the agreement without the prior written approval of the other. We each agree to be reasonable in evaluating such a request for approval.
- 12.8 If there is any conflict between the terms of the letter and this exhibit, the terms of the letter will prevail.
- 12.9 If either of us fails to enforce any provision or exercise any right under the Agreement at any time, that failure will not operate as a waiver to enforce that provision or to exercise that right at any other time.
- 12.10 The agreement does not establish any partnership or joint venture between us or make either of us the agent of the other.
- 12.11 A person who is not a party to the agreement does not have any rights to enforce its terms unless specifically agreed in writing.
- 12.12 Neither of us may publicize or issue any specific information to the media about the Services or the agreement without the written consent of the other.
- 12.13 Each of us represents to the other that it is not a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action. Each of us agrees to comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption.
- 12.14 If either party does not comply with the obligations under the agreement and legal action is commenced to enforce the rights under the agreement, the losing party will reimburse the prevailing party reasonable costs (including attorneys' fees), associated with such action. **THE PARTIES HEREBY WAIVE TRIAL BY JURY.**
- 12.15 Upon request by you, we will provide commercial general liability additional insured coverage to the property owner or its affiliates to the extent a loss is attributable to our negligence.
- 12.16 Sections 5, 7, 10, 11, 12.1, 13, 17 and 18 will survive termination of the agreement.

## 13. USE OF DATA AND DATA PROTECTION

- 13.1 You agree as follows: (i) The data we collect in connection with the agreement will remain our property. (ii) We and our affiliates may utilize, sell and include data you have provided (either in the aggregate or individually) in our databases and our affiliates and for use in derivative products. (iii) We may utilize all data already in the public domain on an unrestricted basis.
- 13.2 In order for us to provide the Services, we may need to record and maintain in hard copy and/or in electronic form, information regarding the Client, its officers and any other individuals connected with the Client (collectively "Data Subjects"). We may also verify the identity of Data Subjects, which could include carrying out checks with third parties such as credit reference, anti-money laundering or sanctions checking agencies.
- 13.3 We may use all information that we hold regarding Data Subjects to provide the Services. We may also use and share it with third parties for other purposes as described in our Privacy Statement available at [www.jll.com](http://www.jll.com). We may use both commercially available and proprietary software programs to perform the Services (web based and others).



#### 14. SPECIAL EXPERTS

- 14.1 If you request our assistance in hiring a special expert to contribute to any assignment (such as a surveyor, environmental consultant, land planner, architect, engineer, business, personal property, machinery and equipment appraiser, among others), you will perform your own due diligence to qualify the special expert. You will be responsible to pay for the services of the special expert.
- 14.2 Intentionally removed.

#### 15. CONFLICTS POLICY

We adhere to a strict conflict of interest policy. If we learn of a conflict of interest, we will notify you and recommend a course of action to resolve the conflict. If we learn of a conflict that we do not believe can be resolved, we may terminate the agreement without penalty.

#### 16. FIRREA REQUIREMENTS

Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. Given that requirement, any report produced by us under the agreement, if ordered independent of a financial institution or agent, might not be FIRREA compliant or acceptable to a federally regulated financial institution.

#### 17. USPAP REQUIREMENTS

The Ethics Rule of the Uniform Standards of Professional Appraisal Practice ("USPAP") requires us to disclose to you any prior services (appraisal or otherwise) performed within three years prior to the date of this letter by our individual appraiser who will be performing Services for the Property. We represent that to our knowledge, that we have not provided prior services within the designated disclosure period, outside of what we have identified.

#### 18. USE OF WORK PRODUCT AND RELIANCE

- 18.1 Intentionally removed.
- 18.2 Intentionally removed.
- 18.3 Intentionally removed.

#### 19. LITIGATION MATTERS

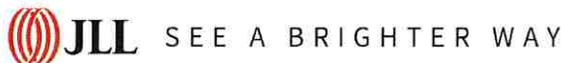
- 19.1 We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in the agreement or otherwise in writing, or if required by law.
- 19.2 If we receive a subpoena or other judicial command to produce documents or to provide testimony in a lawsuit or proceeding regarding the agreement, we will notify you if allowed by law to do so. However, if we are not a party to these proceedings, you agree to compensate us for our professional time at the then prevailing hourly rates of the personnel responding to the subpoena or providing testimony, and to reimburse us for our actual expenses incurred in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred.



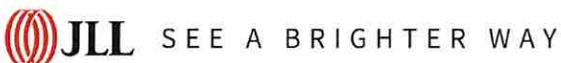
## Exhibit B

### Statement of Assumptions and Limiting Conditions

1. All reports and work product we deliver to you (collectively called "report") represents an opinion of value, based on historical information and forecasts of market conditions. Actual results may vary from those forecasts in the report. There is no guaranty or warranty that the opinion of value reflects the actual value of the property.
2. The conclusions stated in our report apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events. Assessed values may change significantly and unexpectedly over short periods. We are not liable for any conclusions in the report that may be different if there are subsequent changes in value. We are not liable for loss relating to reliance upon our report more than three months after its date.
3. There may be differences between projected and actual results because events and circumstances frequently do not occur as predicted, and those differences may be material. We are not liable for any loss arising from these differences.
4. We are not obligated to predict future political, economic or social trends. We assume no responsibility for economic factors that may affect or alter the opinions in the report if the economic factors were not present as of the date of the letter of transmittal accompanying the report.
5. The report reflects an appraisal of the property free of any liens or encumbrances unless otherwise stated.
6. We assume responsible ownership and competent property management.
7. The appraisal process requires information from a wide variety of sources. We have assumed that all information furnished by others is correct and complete, up to date and can be relied upon, but no warranty is given for its accuracy. We do not accept responsibility for erroneous information provided by others. We assume that no information that has a material effect on our appraisal has been withheld.
8. We assume the following, unless informed to the contrary in writing: Each property has a good and marketable title. All documentation is satisfactorily drawn and that there are no encumbrances, restrictions, easements or other adverse title conditions, which would have a material effect on the value of the interest under consideration. There is no material litigation pending involving the property. All information provided by the Client, or its agents, is correct, up to date and can be relied upon. We are not responsible for considerations requiring expertise in other fields, including but not limited to: legal descriptions, interpretation of legal documents and other legal matters, geologic considerations such as soils and seismic stability, engineering, or environmental and toxic contaminants. We recommend that you engage suitable consultants to advise you on these matters.
9. We assume that all engineering studies correct. The plot plans and illustrative material in the report are included only to help the reader visualize the property.
10. We assume that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. We are not responsible for such conditions or for obtaining the engineering studies that may be required to discover them.
11. We assume that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the report. We have not made or requested any environmental impact studies in conjunction with the report. We reserve the right to revise or rescind any opinion of value that is based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the report assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.



12. Unless otherwise stated in the report, you should assume that we did not observe any hazardous materials on the property. We have no knowledge of the existence of such materials on or in the property; however, we are not qualified to detect such substances, and we are not providing environmental services. The presence of substances such as asbestos, urea-formaldehyde foam insulation and other potentially hazardous materials may affect the value of the property. Our report assumes that there is no such material on or in the property that would cause a loss in value. We do not assume responsibility for such conditions or for any expertise or engineering knowledge required to discover them. We encourage you to retain an expert in this field, if desired. We are not responsible for any such environmental conditions that exist or for any engineering or testing that might be required to discover whether such conditions exist. We are not experts in the field of environmental conditions, and the report is not an environmental assessment of the property.
13. We may have reviewed available flood maps and may have noted in the report whether the property is generally located within or out of an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property. Any opinion of value we include in our report assumes that floodplain and/or wetlands interpretations are accurate.
14. We have not made a specific survey or analysis of the property to determine whether it is in compliance with the Americans with Disabilities Act ("ADA"), Stark law or any anti-kickback laws. We claim no expertise in such issues and render no opinion regarding compliance of you or the property with ADA, Stark law or anti-kickback law or regulations.
15. We assume that the property conforms to all applicable zoning and use regulations and restrictions unless we have identified, described and considered a non-conformity in the report.
16. We assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in the report is based.
17. We assume that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
18. We have not made any investigation of the financial standing of actual or prospective tenants unless specifically noted in the report. Where properties are valued with the benefit of leasing, we assume, unless we are informed otherwise, that the tenants are capable of meeting their financial obligations under the leases, all rent and other amounts payable under the leases have been paid when due, and that there are no undisclosed breaches of the leases.
19. We did not conduct a formal survey of the property and assume no responsibility for any survey matters. The Client has supplied the spatial data, including sketches and/or surveys included in the report, and we assume that data is correct, up to date and can be relied upon.
20. Unless otherwise stated, the opinion of value included in our report excludes any additional value attributable to goodwill, or to fixtures and fittings which are only of value, in situ, to the present occupier. We have made no allowance for any plant, machinery or equipment unless they form an integral part of the building and would normally be included in a sale of the building. We do not normally carry out or commission investigations into the capacity or condition of services being provided to the property. We assume that the services, and any associated controls or software, are in working order and free from defect. We also assume that the services are of sufficient capacity to meet current and future needs.
21. In the case of property where construction work is in progress, such as refurbishment or repairs, or where developments are in progress, we have relied upon cost information supplied to us by the Client or its appointed experts or upon industry accepted cost guides. In the case of property where construction work is in progress, or has recently been completed, we do not make allowance for any



liability already incurred, but not yet discharged, in respect of completed work, or obligations in favor of contractors, subcontractors or any members of the professional or design team. We assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

22. Any allocation in the report of value between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
23. Intentionally removed.
24. We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in writing.
25. Intentionally removed.
26. We may rely on, and will not verify, the accuracy and sufficiency of documents, information and assumptions provided to it by the Client or others. We will not verify documents, information and assumptions derived from industry sources or that we or our affiliates have prepared in the regular course of business. We are not liable for any deficiency in the report arising from the inaccuracy or insufficiency of such information, documents and assumptions. However, our report will be based on our professional evaluation of all such available sources of information.
27. WE ARE NOT LIABLE TO ANY PERSON OR ENTITY FOR LOSS OF PROFITS, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL OUR LIABILITY NOR THAT OF OUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEE PAID TO US HEREUNDER.
28. Unless expressly advised to the contrary, we assume that appropriate insurance coverage is and will continue to be available on commercially acceptable terms.
29. We assume that no material changes in any applicable federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
30. We may determine during the course of the assignment that additional Hypothetical Conditions and Extraordinary Assumptions may be required in order to complete the assignment. The Report will be subject to those Hypothetical conditions and Extraordinary Assumptions. Each Person that is permitted to use the report agrees to bound by all the Assumptions and Limiting Conditions and any Hypothetical Conditions and Extraordinary Assumptions stated in the report.

# What we do and how we do it

Combining unrivaled experience with unmatched intelligence, we deliver a panoramic view of real estate value and risk for confident, fast investment and lending decisions.

As your trusted advisor of choice, we take a sector-led approach that allows for unrivaled expertise and continuity in every real estate asset class.

Our appraisal services include 3rd-party MAI market valuations, fee simple, leased fee and going concern valuations, quarterly & annual portfolio valuations and Net Asset Valuations (NAV).

## Sectors



Office



Industrial



Retail



Multi-housing



Affordable Housing



Healthcare



Seniors Housing



Hotels & Hospitality



Data Centers



Manufactured Housing

## Services



Appraisals



Market Studies



Property Tax



Complex Analysis & Litigation Support



Environmental & Property Condition



Strategic Advisory



Infrastructure



Compliance



ESG

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20260122-4572

eMSA UA III



**Agreement 26-009/DC**

T&T MA Reference No. MA8019804UA  
AT&T PS Contract ID HSIA-E1043608

**AT&T HIGH SPEED INTERNET - ENTERPRISE  
PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
JEFFERSON COUNTY Street Address: 1149 Pearl Street City: BEAUMONT State/Province: TX Zip Code: 77701 Country: US	AT&T Enterprises, LLC
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Edward Cockrell Title: IT Professional Street Address: 1149 Pearl St City: Beaumont State/Province: TX Zip Code: 77701 Country: US Telephone: 409-726-2803 Email: ed.cockrell@jeffersoncountytexas.gov	Name: NATASHA PRATT Street Address: 6500 WEST LOOP S 01A12A City: BELLAIRE State/Province: TX Zip Code: 77401 Country: US Telephone: 713-567-8508 Email: nl5132@att.com Sales/Branch Manager: ERIK LINDBORG SCVP Name: ERIK LINDBORG Sales Strata: BNS Sales Region: USA  <b>With a copy (for Notices) to:</b> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com

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

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By: eSigned - Veronica Danao
Name: Jeff Branick	Name:
Title: County Judge	Title: Contractor CS, as Signer for AT&T
Date: 02/03/2026	Date: 23 Jan 2026

rr8779

ATTEST  
DATE 2/3/26



**AT&T HIGH SPEED INTERNET - ENTERPRISE  
PRICING SCHEDULE****1. SERVICES**

Service	Service Publication Location
AT&T High Speed Internet - Enterprise	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/DSL">http://serviceguidenew.att.com/sg_flashPlayerPage/DSL</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

Pricing Schedule Term	12 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

Service Components	Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period*	Minimum Payment Period per Service Component
Broadband and Broadband II Service Components	Lesser of \$200 or number of months remaining under Minimum Payment Period multiplied by the amount of all monthly recurring charges	12 Months
*Waived for any line terminated within 30 calendar days after provisioning.		

**4. ADDITIONAL TERMS AND CONDITIONS****4.1. Notice of Withdrawal**

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	30 calendar days

**5. RATES AND DISCOUNTS****5.1. STABILIZATION OF RATES**

Stabilization Date of Rates for AT&T High Speed Internet - Enterprise*	FEB-10-2017
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\*Service Components added to the Service Guide after the Stabilization Date are available for order at current list rates as set forth in the Service Guide.

**5.2. AT&T High Speed Internet – Enterprise Service Component Pricing: United States**

The following applicable pricing applies to all Service Components ordered, and to any moves, adds or changes to existing Service during the Pricing Schedule Term. If discounts are provided below, rates will be determined by applying the discounts to the stabilized list rates as stated below. All service subject to geographic availability as detailed in the AT&T High Speed Internet – Enterprise Service Guide.

Service Component	List Rate Dynamic IP	Discount Dynamic IP	List Rate Static IP	Discount Static IP
<b>Broadband Service*† Monthly Charges</b>				
Broadband Up to 768K/Up to 384K	\$45.00	0.00%	N/A	N/A
Broadband Up to 1.5M/Up to 384K-1M	\$50.00	0.00%	\$65.00	0.00%
Broadband Up to 3M/Up to 512K-1M	\$55.00	0.00%	\$70.00	0.00%
Broadband Up to 6M/Up to 768K-1M	\$65.00	0.00%	\$80.00	0.00%
Broadband Up to 12M/Up to 1M	\$70.00	0.00%	\$85.00	0.00%

AT&amp;T and Customer Confidential Information

Page 2 of 4

**AT&T HIGH SPEED INTERNET - ENTERPRISE  
 PRICING SCHEDULE**

Service Component		List Rate Dynamic IP	Discount Dynamic IP	List Rate Static IP	Discount Static IP
	Broadband Up to 18M/Up to 1.5M	\$100.00	0.00%	\$115.00	0.00%
	Broadband Up to 24M/Up to 3M	\$110.00	0.00%	\$125.00	0.00%
	Broadband Up to 45M/Up to 6M	\$120.00	0.00%	\$135.00	0.00%
	Broadband Up to 75M/Up to 8M	\$160.00	0.00%	\$175.00	0.00%
<b>Broadband II Service† Monthly Charges</b>					
	Broadband II 25M/5M	\$110.00	0.00%	\$125.00	0.00%
	Broadband II 25M/25M	\$120.00	0.00%	\$135.00	0.00%
	Broadband II 50M/10M	\$120.00	0.00%	\$135.00	0.00%
	Broadband II 50M/50M	\$200.00	0.00%	\$215.00	0.00%
	Broadband II 100M/20M	\$170.00	0.00%	\$185.00	0.00%
	Broadband II 100M/100M	\$300.00	0.00%	\$315.00	0.00%
	Broadband II 200M/40M	\$250.00	0.00%	\$265.00	0.00%
	Broadband II 200M/200M	\$400.00	0.00%	\$415.00	0.00%
	Broadband II 300M/75M	\$350.00	0.00%	\$365.00	0.00%
	Broadband II 300M/300M	\$500.00	86.00%	\$515.00	80.58%
	Broadband II 500M/100M	\$450.00	0.00%	\$465.00	0.00%
	Broadband II 500M/500M	\$600.00	81.67%	\$615.00	77.24%
	Broadband II 1G/200M	\$600.00	0.00%	\$615.00	0.00%
	Broadband II 1G/1G	\$750.00	78.67%	\$765.00	75.16%
	Broadband II 2G/2G	\$850.00	73.53%	\$865.00	70.52%
	Broadband II 5G/5G	\$950.00	58.42%	\$965.00	55.96%

Service Component		List Rate	Discount
<b>Broadband / Broadband II Equipment Fee Monthly Charges</b>			
	Broadband Equipment Fee	\$10.00	100.00%
	Broadband II Equipment Fee	\$10.00	100.00%
<b>Broadband / Broadband II Additional IP Block Monthly Charges                      (Block size indicates number of useable IP addresses)</b>			
	Broadband Additional IP Block - 13	\$35.00	71.00%
	Broadband Additional IP Block - 29	\$40.00	62.00%
	Broadband II Additional IP Block - 13	\$35.00	71.00%
	Broadband II Additional IP Block - 29	\$40.00	62.00%
<b>Non-Recurring Charges</b>			
<b>Broadband II Inside Wiring</b>			
	Broadband II Inside Wiring - Copper	\$0.00	0.00%

AT&T and Customer Confidential Information

**AT&T HIGH SPEED INTERNET - ENTERPRISE  
 PRICING SCHEDULE**

Service Component	List Rate	Discount
Broadband II Inside Wiring - Fiber	\$0.00	0.00%
<b>Professional Installation**</b>		
Broadband II Professional Installation - Dynamic	\$200.00	50.50%
Broadband II Professional Installation - Static	\$200.00	50.50%
Broadband Professional Installation	\$200.00	50.50%
<b>Miscellaneous</b>		
Broadband Equipment Non-Return Fee	\$150.00	100.00%
Broadband II Equipment Non-Return Fee	\$150.00	100.00%
Field Technical Dispatch	\$100.00	0.00%
Missed Appointment Fee	\$100.00	0.00%
<b>Notes</b>		
*	Actual bandwidth may vary by bandwidth ordered.	
†	Dynamic Service includes 1 IP Address. Static Service includes 5 IP addresses, except where noted.	
**	Orders for which the Professional Installation fee applies are set forth in the Service Guide.	

**COUNTY COURT AT LAW NO. 2**

**TRINA REDMON**  
COURT COORDINATOR

**BRAELA BALKA**  
ASSOCIATE COURT  
ADMINISTRATOR

**TERRENCE L. HOLMES, JUDGE**  
**JEFFERSON COUNTY COURTHOUSE**  
**1085 PEARL STREET, SUITE #207**  
**BEAUMONT, TEXAS 77701**  
**(409) 835 - 8429**

**GLEENDA SEGURA**  
COURT COORDINATOR

**BRENDA MOSBY**  
BAILIFF

January 26, 2026

Attn: Auditing Department

Re: Funds Transfer

Please transfer funds from \$101.56 from Account # 120-2052-412-2003 to Account # 120-2052-412-6002 for the purchase of a laptop for the Court Reporter. The previously quoted price of \$1380.00 expired on January 23, 2026. The new quote amount is \$1481.56 expiring on February 9, 2026.

*Terrence L. Holmes*



A quote for your consideration.

To retrieve this eQuote online, log in to your [Dell Premier Page](#) and search for your eQuote number under "Quotes" in the top menu bar.

Quote No.: 3000198462960.1  
 Total (USD): \$1,481.56  
 eQuote Name: CC2 Ticket 26972  
 eQuote Creator: amy.serrant@jeffersoncountytexas.gov  
 Quoted On: Jan. 26, 2026  
 Expires By: Feb. 09, 2026

Company Name: JEFFERSON COUNTY  
 Customer Number: 530018967807  
 Phone: 4098358593  
 Premier Page Name: Jefferson County

Contract Name: STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES  
 Contract Code: C000001269299  
 Customer Agreement Number: DIR-CPO-5792

**Billing Address:**  
 JEFFERSON COUNTY  
 PAYABLE ACCOUNTS  
 1149 PEARL ST  
 7TH FL  
 BEAUMONT , TX 77701-3635

### Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
14" laptop non-touch with image Premier discount	1	\$3,305.56 - \$1,824.00	\$1,481.56	\$1,481.56
			<b>Subtotal:</b>	\$1,481.56
			<b>Shipping:</b>	\$0.00
			<b>Estimated Tax:</b>	\$0.00
			<b>Total (USD):</b>	\$1,481.56

**Shipping Address:**

JEFFERSON COUNTY MIS 6TH FLOOR  
 SERRANT AMY  
 1149 PEARL STREET  
 BEAUMONT , TX 77701

**Shipping Method:**

FREE Standard Delivery

**Product Details**

**14" laptop non-touch with image  
 (210-BPDR)**

Order Code: rccc1288351-8605407

Qty	Unit Price	Subtotal
1	\$1,481.56	\$1,481.56

Module	Description	Product Code	SKU	Qty
Base	Dell Pro 14 Plus (PB14250) XCTO Base	G9URSAY	210-BPDR	1
Processor	Intel® Core™ Ultra 5 235U, vPro® (12 TOPS NPU, 12 cores, up to 4.9 GHz)	G3K8ACN	379-BFXD	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1
Memory	16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with Intel® Core™ processors)	G1SX8UY	370-BCNF	1
Base Options	Integrated Intel® graphics for Intel® Core™ Ultra 5 235U vPro® processor	G28WLNLM	338-CRMP	1
Storage	256 GB, TLC, SSD	GHXSUR9	400-BSLV	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Display	14", Non-Touch, FHD+, IPS, Anti-Glare, 300 nits, 45% NTSC, FHD IR Cam	GLPQ2IG	391-BJQK	1
PalmRest	No Fingerprint Reader, No Smart Card Reader, RJ-45	GVU6OLQ	346-BLCZ	1
Camera	FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	GVATBU9	319-BBKH	1
Keyboard	English US backlit Copilot key keyboard	GN6BZYA	583-BMLQ	1
Mouse	No Mouse	G8043UZ	570-AADK	1
Wireless Driver	Intel® AX211 WLAN Driver	GR4F3UZ	555-BLNY	1
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® 5.3 card	GNH2VCT	555-BLLZ	1
Mobile Broadband	No Mobile Broadband Card	GR957IY	556-BBCD	1
Primary Battery	3-cell, 55 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable	GN0UXD5	451-BDKX	1
AC Adapter	65W AC adapter, USB Type-C	GA2KE8W	492-BDTG	1
Power Cord	E4 Power Cord 1M for US	GCOU30Q	470-BCXK	1
Setup and Guides	Quick Start Guide	GBLUVZ4	340-DSJG	1
Documentation	Documentation	GUX97AW	340-DNBV	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
FGA Module	No FGA	NOFGA	817-BBBB	1
Packaging	ARL CPU+65W Adapter, Clamshell	GABYZ9H	340-DTNX	1
Transportation from ODM to region	Standard Shipment (VS)	G1IR983	800-BBQK	1
EAN POD Label	No UPC/EAN Label	G8WGTYN	389-BCGW	1
EPEAT 2018	EPEAT Gold with Climate+	GBU8CHM	379-BDZB	1
Systems Management	Intel® vPro® Enterprise Technology Enabled	GHYC9G5	631-BBZZ	1

Chassis Options	No WWAN (WLAN only) Tray, includes RJ-45, Clamshell	GAJES8V	321-BLPD	1
ICPS	Intel® Connectivity Performance Suite	GJ9CG51	640-BBTF	1
Intel Responsiveness Technologies	Intel® Rapid Storage Technology Driver	G9ENPSR	409-BCYM	1
Processor Label	Intel® Core™ Ultra 5 vPro Processor Label	G2LX5CW	389-FJMH	1
Additional System Options	CFI Information Swizzle, No Up, Foot, Factory Install	-1266221810	364-9118	1
Additional System Options	CFI Routing SKU	-1266264867	365-0257	1
Additional System Options	Image Load - Custom Image, Factory Install	-1266573645	366-0147	1
Additional System Options	CFI, Information Client, Only	-1266600834	371-0941	1
Additional System Options	CFI, Information, CS Routing, Eligible, Factory Install	-1266616678	375-3088	1
Additional System Options	CFI, Information, GPTBR, PART, DNR, Factory Install	-1266656953	376-6666	1
Additional System Options	CFI, Information, DYNAMIC, IMAGE ASSIST-SI, Factory Install	-1266443503	376-7610	1
Additional System Options	CFI, SW, GPT, Image, GNRC, Domestic, Factory Install	-1266495514	377-3166	1
Additional System Options	CFI, INFO, WIN 11 PRO, VLA, Factory Install	-1266522656	382-4439	1
Additional System Options	CFI, INFO, WIN 11, UPDT, 24H2, FACT	-1262640609	587-BKWZ	1
Additional System Options	CFI, INFO, CONNECTION EVAL, Factory Install	-1262680656	587-BQGM	1
Standard Hardware Support Service	5Y ProSupport Plus with ProSupport and AD and KYHD with Technical Customer Success Mgr	GMRKE31	714-0464, 714-6667, 714-6695, 714-6709, 714-6710, 714-6711, 975-3461, 997-8367	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU96A	630-ABBT	1
Non-Microsoft Application Software	Dell Additional Software - Dell Pro Laptop	G3PHAG2	658-BFVB	1
Home and Small Business Security solutions	None	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1

## Need Help?



We're here to answer any of your Order Support questions. [Contact Us.](#)

CONNECT WITH DELL:



## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682



Office of the Governor  
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: <u>Jefferson County</u>	Date: <u>01/26/2026</u>
Agency/Department Name: <u>Jefferson County Sheriff's Office</u>	
Name of Chief Executive Officer: <u>Judge Jeff Branick</u>	
Name of Head of Law Enforcement Agency: <u>Sheriff Zena Stephens</u>	

**Certification Required by CEO and Head of Law Enforcement Agency**

In our respective capacities as chief executive officer of Jefferson County ("Grantee") and as head of Jefferson County Sheriff's Office ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2027 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2027 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States, 8 U.S.C. § 1324(a)(1)(A)(iii); (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3); (3) encourage or induce an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv); or (4) result in the illegal transport or movement of aliens within the United States, 8 U.S.C. § 1324(a)(1)(A)(ii).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

\_\_\_\_\_  
Signature  
Chief Executive Officer for Grantee

Zena Stephens  
Signature  
Head of Agency

## 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 of Lobbying Activities," 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.

### Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
County of Jefferson	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 80px;" type="text"/>	* First Name: <input style="width: 240px;" type="text" value="Jeff"/> Middle Name: <input style="width: 160px;" type="text"/>
* Last Name: <input style="width: 400px;" type="text" value="Branick"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 300px;" type="text" value="Judge"/>	
* SIGNATURE: <input style="width: 330px; height: 40px;" type="text"/>	* DATE: <input style="width: 80px; height: 15px;" type="text"/>



## High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2026 Grant

Disclaimer:

Notes:

**Announcement:** High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2026 Grant

**Program Office:** Houston HIDTA

**Grant Program:** Houston HIDTA

**CFDA:** 95.001

**Due Date:** 02/22/2026 05:00 PM (GMT - 05:00) Eastern Time (US & Canada)

Efforts will support the HIDTA Program, which is established in the ONDCP under the authority of the reauthorization statute of ONDCP pertaining to the HIDTA Program, codified at 21 U.S.C. § 1706.

The HIDTA Program provides funding resources to joint initiatives of federal, state, local, Tribal, and territorial law enforcement agencies in each HIDTA-designated area to carry out activities that address the specific drug threats of those areas. The mission of the HIDTA Program is to disrupt the market for illegal drugs in the United States in support of the *National Drug Control Strategy* by assisting federal, state, local, Tribal, and territorial law enforcement entities participating in the HIDTA Program to dismantle and disrupt drug trafficking and money laundering organizations, with particular emphasis on drug trafficking regions that have harmful effects on other parts of the United States, and to improve the efficiency and effectiveness of HIDTA initiatives.

### Goals, Objectives and What the Government is Supporting

The assistance provided under this award will support the non-federal entity's (NFE) performance and fulfillment of the HIDTA Program to reduce drug trafficking and drug production in the United States in the following performance areas:

- Facilitating cooperation among federal, state, local, Tribal, and territorial law enforcement agencies to share information and implement coordinated enforcement activities;
- Enhancing law enforcement intelligence sharing among federal, state, local, Tribal, and territorial law enforcement agencies;
- Providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and
- Supporting coordinated law enforcement strategies that maximize the use of available resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.

HIDTAs are directed to coordinate all counterdrug operations with a local or regional DHS Homeland Security Task Force (HSTF). HIDTA Directors will certify in the budget submission to ONDCP that HSTF points of contact have been identified by or provided to each HIDTA in the region. In the annual report described at 21 U.S.C. § 1706(l), HIDTAs will report on the nature and extent to which collaboration and information sharing with HSTFs occurred and provide any recommendations to improve HSTF coordination.

ONDCP will award federal grants to the 33 designated HIDTA Regions and the National HIDTA Assistance Center (NHAC) under the HIDTA Program. The grants have a 2-year performance period. Funding is subject to the availability of funds.

The SF-424 application must be completed for consideration within the annual budget and award. Awardees will be subject to additional requirements expressed in governing law, regulations, public policies, Executive Orders, and the HIDTA Program Policy and Budget Guidance. See 2 C.F.R. Part 200 *et seq.*

#### Grant Announcement

2026 HIDTA Notice of Funding Opportunity

[View](#)  
[View](#)

#### Online Forms

SF-424 Application for Federal Assistance (Version 4.0)

SF-424A Budget Information - Non-Construction	<b>159</b>	
SF-424B Assurances - Non-Construction		
SF-LLL Disclosure of Lobbying Activities (Version 2.0)		
<b>Additional Information to be Submitted</b>		
GG Lobbying Form		<a href="#">View</a>
		<a href="#">View</a>

**Application for Federal Assistance SF-424**

Version 04

* 1. Type of Submission: <input type="radio"/> Preapplication <input checked="" type="radio"/> Application <input type="radio"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="radio"/> New <input type="radio"/> Continuation <input type="radio"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
---	---	--

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
---	--

5a. Federal Entity Identifier: <input type="text"/>	* 5b. Federal Award Identifier: <input type="text"/>
--	---

**State Use Only:**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="1746000291A3"/>	* c. UEI: <input type="text" value="EKC1BVNLJXA8"/>
--	--

**d. Address:**

* Street1:	<input type="text" value="1149 Pearl St"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Beaumont"/>
County:	<input type="text"/>
* State:	<input type="text" value="Texas"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="77701-3638"/>

**e. Organizational Unit:**

Department Name:	<input type="text" value="JefCou2024"/>
Division Name:	<input type="text" value="JefCou2024"/>

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:	<input type="text"/>	* First Name:	<input type="text" value="Vanecia"/>
Middle Name:	<input type="text"/>		
* Last Name:	<input type="text" value="Jordan"/>		
Suffix:	<input type="text"/>		
Title:	<input type="text"/>		

Organizational Affiliation:

* Telephone Number:	<input type="text" value="4098358500"/>	Fax Number:	<input type="text"/>
---------------------	---	-------------	----------------------

\* Email:

**Application for Federal Assistance SF-424** Version 04

**9. Type of Applicant 1: Select Applicant Type:**

County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

-HIDTA

**11. Catalog of Federal Domestic Assistance Number:**

95.001

CFDA Title:

High Intensity Drug Trafficking Areas

**\* 12. Funding Opportunity Number:**

HID-HID-26-046

\* Title:

High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2026 Grant

**13. Competition Identification Number:**

HID-HID-26-046-121437

Title:

High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2026 Grant

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\* 15. Descriptive Title of Applicant's Project:**

Houston HIDTA initiatives and budget are defined by the executive board.

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424** Version 04

**16. Congressional Districts Of:**  
\* a. Applicant  \* b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**  
\* a. Start Date:  \* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="27000"/>
* b. Applicant	<input type="text" value="0"/>
* c. State	<input type="text" value="0"/>
* d. Local	<input type="text" value="0"/>
* e. Other	<input type="text" value="0"/>
* f. Program Income	<input type="text" value="0"/>
* g. TOTAL	<input type="text" value="27000"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**  
 a. This application was made available to the State under the Executive Order 12372 Process for review on .  
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.  
 c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**  
 Yes  No

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**  
 **\*\* I AGREE**  
\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**  
Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:   
\* Title:   
\* Telephone Number:  Fax Number:   
\* Email:   
\* Signature of Authorized Representative:  \* Date Signed:

**Application for Federal Assistance SF-424**

Version 04

**\* Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

**DISCLOSURE OF LOBBYING ACTIVITIES**

Approved by OMB 4040-0013

Expiration Date 06/30/2028

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input checked="" type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Jefferson County 1149 Pearl Street Beaumont, TX 77701 <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>	
<b>6. Federal Department/Agency:</b> ONDCP	<b>7. Federal Program Name/Description:</b> HIDTA  CFDA Number, if applicable: 95.001	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> n/a, n/a	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> <i>(if individual, last name, first name, MI):</i> n/a, n/a	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352.  This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into.  This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Completed on Submission _____ Print Name: Branick, Jeff _____ Title: _____ Telephone No: 4098358500 _____ Date: _____	

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685- Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment

1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation

activities are funded in whole or in part with Federal funds.

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Prescribed by OMB Circular A-102**

9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p><b>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b></p> <p>Jeff Branick</p>	<p><b>* TITLE</b></p> <p>Judge</p>
<p><b>* APPLICATION ORGANIZATION</b></p> <p>County of Jefferson</p>	<p><b>* DATE SUBMITTED</b></p> <p>Not Submitted</p>

### BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Houston HIDTA	95.001			\$27,000.00		\$27,000.00
2. Houston HIDTA						
3. Houston HIDTA						
4. Houston HIDTA						
5. Totals				\$27,000.00		\$27,000.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)	
	(1) Houston HIDTA	(2) Houston HIDTA	(3) Houston HIDTA	(4) Houston HIDTA		
a. Personnel						
b. Fringe Benefits						
c. Travel						
d. Equipment						
e. Supplies						
f. Contractual	\$27,000.00				\$27,000.00	
g. Construction						
h. Other						
i. Total Direct Charges (sum of 6a-6h)	\$27,000.00				\$27,000.00	
j. Indirect Charges						
k. TOTALS (sum of 6i and 6j)	\$27,000.00				\$27,000.00	
7. Program Income						

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Houston HIDTA					
9. Houston HIDTA					
10. Houston HIDTA					
11. Houston HIDTA					
12. TOTAL (sum of lines 8-11)					
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$27,000.00	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$27,000.00	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Houston HIDTA					
17. Houston HIDTA					
18. Houston HIDTA					
19. Houston HIDTA					
20. TOTAL (sum of lines 16-19)					
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:			22. Indirect Charges:		
23. Remarks:					

NAME	AMOUNT	CHECK NO.	TOTAL
<b>JURY FUND</b>			
DAWN DONUTS	43.50	536237	
CHAPMAN VENDING	85.85	536260	129.35**
<b>ROAD &amp; BRIDGE PCT.#1</b>			
M&D SUPPLY	235.59	536167	
AT&T	47.21	536182	
VERIZON WIRELESS	75.98	536192	
UNDERGROUND INC	78,251.00	536201	
ADVANCE AUTO PARTS	34.45	536226	78,644.23**
<b>ROAD &amp; BRIDGE PCT.#2</b>			
RITTER @ HOME	178.92	536174	
ACE IMAGEWEAR	39.84	536178	
SMART'S TRUCK & TRAILER, INC.	291.76	536180	
BUMPER TO BUMPER	639.19	536205	
NEW WAVE WELDING TECHNOLOGY	27.90	536212	
ASCO	280.50	536227	
CHARTER COMMUNICATIONS	188.63	536272	
CHARTER COMMUNICATIONS	170.89	536274	
MODERN CONCRETE & MATERIALS LLC	645.84	536285	
TEXAS MATERIALS	1,634.85	536290	4,098.32**
<b>ROAD &amp; BRIDGE PCT. # 3</b>			
SPIDLE & SPIDLE	8,908.45	536145	
ENTERGY	221.07	536162	
ENTERGY	16.69	536163	
AT&T	50.26	536182	
SOUTHERN TIRE MART, LLC	542.60	536188	
VERIZON WIRELESS	75.24	536192	
ASCO	6,726.03	536227	
CHARTER COMMUNICATIONS	173.84	536266	16,714.18**
<b>ROAD &amp; BRIDGE PCT.#4</b>			
CINTAS, INC.	136.11	536148	
CITY OF BEAUMONT - WATER DEPT.	25.18	536149	
CASH ADVANCE ACCOUNT	667.17	536166	
M&D SUPPLY	187.29	536167	
SANITARY SUPPLY, INC.	118.62	536175	
SMART'S TRUCK & TRAILER, INC.	4.62	536180	
O'REILLY AUTO PARTS	582.52	536252	
GULF COAST	1,223.10	536255	2,944.61**
<b>ENGINEERING FUND</b>			
ODP BUSINESS SOLUTIONS, LLC	778.81	536278	778.81**
<b>PARKS &amp; RECREATION</b>			
ENTERGY	649.75	536162	
VERIZON WIRELESS	37.99	536192	687.74**
<b>GENERAL FUND</b>			
<b>TAX OFFICE</b>			
PITNEY BOWES INC	720.00	536171	
ACE IMAGEWEAR	44.70	536178	
UNITED STATES POSTAL SERVICE	653.50	536196	
KATHLEEN SPENCER	348.28	536235	
ELISHA MONTIEL	920.56	536242	
WAVE SOLUTIONS LLC	270.00	536276	
ODP BUSINESS SOLUTIONS, LLC	1,976.43	536278	4,933.47*
<b>COUNTY HUMAN RESOURCES</b>			
SOUTHEAST TEXAS WATER	49.95	536181	49.95*
<b>AUDITOR'S OFFICE</b>			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	17.86	536196	
ODP BUSINESS SOLUTIONS, LLC	249.69	536278	267.55*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	168.38	536196	168.38*
COUNTY JUDGE			
LAIRON DOWDEN, JR.	500.00	536155	
SMITH COUNTY	805.00	536189	
KATY LEIGH CORCORAN	1,500.00	536214	
THOMSON REUTERS-WEST	137.38	536228	
DANE DENNISON	500.00	536232	3,442.38*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	4.12	536196	4.12*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	365.49	536196	365.49*
PRINTING DEPARTMENT			
CINTAS CORPORATION	105.00	536238	
BOSWORTH PAPERS	134.70	536258	239.70*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	1,215.94	536157	
THE EXAMINER	662.50	536158	
UNITED STATES POSTAL SERVICE	4.86	536196	1,883.30*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	30.00	536166	
TEXAS WORKFORCE COMMISSION	17,642.36	536183	
BOSWORTH PAPERS	2,454.35	536258	
CHARTER COMMUNICATIONS	2,442.83	536264	
CHARTER COMMUNICATIONS	221.17	536267	
CHARTER COMMUNICATIONS	106.62	536268	
CHARTER COMMUNICATIONS	75.00	536273	
CHARTER COMMUNICATIONS	781.25	536275	23,753.58*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	555.28	536190	
VERIZON WIRELESS	175.98	536192	
ODP BUSINESS SOLUTIONS, LLC	155.80	536278	887.06*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	2.51	536196	2.51*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	149.00	536196	
ODP BUSINESS SOLUTIONS, LLC	211.42	536278	360.42*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	268.21	536196	
MCM ELEGANTE HOTEL	123.05	536206	
THOMSON REUTERS-WEST	3,392.94	536228	
ERIKA BURGE	400.00	536289	4,184.20*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	244.35	536196	
SECURE TECH SYSTEMS, INC	1,377.50	536202	
ODP BUSINESS SOLUTIONS, LLC	18.49	536278	
AMAZON CAPITAL SERVICES	526.26	536280	2,166.60*
CRIMINAL DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
WILBARGER COUNTY, TEXAS - COUNTY	860.00	536142	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,975.00	536146	
JOEL WEBB VAZQUEZ	29.75	536204	4,864.75*
172ND DISTRICT COURT			
CDW COMPUTER CENTERS, INC.	1,143.72	536190	1,143.72*
252ND DISTRICT COURT			
MIKE VAN ZANDT	8,750.00	536186	
UNITED STATES POSTAL SERVICE	10.44	536196	
LAURIE PEROZZO	500.00	536215	
MATUSKA LAW FIRM	11,132.50	536231	
SONNY ECKHART	900.00	536295	
CORRECTIONAL REHABILITATION SERVICE	3,700.00	536296	24,992.94*
317TH DISTRICT COURT			
LAIRO DOWDEN, JR.	425.00	536155	
JOEL WEBB VAZQUEZ	220.00	536204	645.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	128.39	536196	
THOMSON REUTERS-WEST	137.38	536228	
TEXAS ASSOCIATION OF COUNTIES	70.00	536246	335.77*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	24.42	536196	
ODP BUSINESS SOLUTIONS, LLC	70.34	536278	94.76*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	44.25	536196	44.25*
JUSTICE COURT-PCT 7			
AT&T	47.71	536182	
ODP BUSINESS SOLUTIONS, LLC	54.96	536278	102.67*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	14.80	536196	14.80*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	350.00	536143	
MARVA PROVO	575.00	536172	
UNITED STATES POSTAL SERVICE	10.36	536196	
JOEL WEBB VAZQUEZ	350.00	536204	
JENNIFER DELAGE	825.00	536240	
ODP BUSINESS SOLUTIONS, LLC	830.44	536278	
THE LAW OFFICE OF CHRISTY L CAUTHEN	350.00	536287	3,290.80*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	350.00	536143	
NATHAN REYNOLDS, JR.	350.00	536173	
UNITED STATES POSTAL SERVICE	5.18	536196	
JOEL WEBB VAZQUEZ	400.00	536204	
LAURIE PEROZZO	450.00	536215	
JENNIFER DELAGE	1,550.00	536240	
LAW OFFICE OF GILES R COLE & ASSOC	400.00	536259	
THE LAW OFFICE OF CHRISTY L CAUTHEN	1,100.00	536287	
BLUE TRITON BRANDS INC	30.99	536292	4,636.17*
COURT MASTER			
LAWRENCE E THORNE III	4,743.06	536217	
KENT W JOHNS	1,000.00	536221	5,743.06*
SHERIFF'S DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
MOORMAN & ASSOCIATES, INC.	1,170.00	536168	
UNITED STATES POSTAL SERVICE	2,873.13	536196	
FIVE STAR FEED	106.00	536200	
SIRCHIE FINGER PRINT LABORATORIES	171.30	536219	
RITA HURT	1,375.00	536223	
GALLS LLC	1,261.64	536236	
CONCENTRA MEDICAL CENTERS	107.00	536243	
BLUE360 MEDIA	751.40	536245	
FANNETT VETERINARY CLINIC	45.00	536249	
BEAUMONT OCCUPATIONAL SERVICES	75.90	536282	
TREVIPAY	115.62	536293	
CRIME LABORATORY			8,051.99*
ALLOMETRICS INC.	2,002.00	536144	
HENRY SCHEIN, INC.	65.58	536176	
THERMAL SCIENTIFIC, INC.	319.65	536184	
SENTRY AIR SYSTEMS INC	1,505.74	536247	
ODP BUSINESS SOLUTIONS, LLC	159.68	536278	
JAIL - NO. 2			4,052.65*
ECOLAB	778.70	536156	
SHERWIN-WILLIAMS	135.86	536179	
WHOLESALE ELECTRIC SUPPLY CO.	3,736.30	536187	
SOUTHERN TIRE MART, LLC	52.45	536188	
TRINITY SERVICES GROUP INC	51,573.32	536254	
AMERICAN WELDING AND GAS INC	223.00	536294	
JUVENILE PROBATION DEPT.			56,499.63*
FED EX	108.42	536159	
VERIZON WIRELESS	54.33	536192	
UNITED STATES POSTAL SERVICE	1.48	536196	
CHARITY HIGHTOWER	212.10	536248	
ODP BUSINESS SOLUTIONS, LLC	276.57	536278	
JUVENILE DETENTION HOME			652.90*
BEN E KEITH COMPANY	3,850.24	536203	
BAK GLOBAL LLC	200.00	536281	
CONSTABLE PCT 1			4,050.24*
VERIZON WIRELESS	305.14	536192	
UNITED STATES POSTAL SERVICE	46.90	536196	
CONSTABLE-PCT 2			352.04*
VERIZON WIRELESS	113.97	536192	
CONSTABLE-PCT 4			113.97*
VERIZON WIRELESS	113.97	536192	
ODP BUSINESS SOLUTIONS, LLC	8.83	536278	
CONSTABLE-PCT 6			122.80*
COCOMO JOE'S	90.00	536153	
GT DISTRIBUTORS, INC.	244.78	536160	
VERIZON WIRELESS	113.97	536192	
UNITED STATES POSTAL SERVICE	25.65	536196	
MUNRO'S SAFETY APPAREL, LLC	129.80	536198	
GOT YOU COVERED WORK WEAR & UNIFORM	1,549.54	536262	
AMAZON CAPITAL SERVICES	47.73	536280	
CONSTABLE PCT. 7			2,201.47*
AT&T	47.84	536182	
VERIZON WIRELESS	113.97	536192	
CONSTABLE PCT. 8			161.81*

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	113.97	536192	
THOMSON REUTERS-WEST	296.00	536228	
			409.97*
AGRICULTURE EXTENSION SVC			
CASH ADVANCE ACCOUNT	508.58	536166	
HALLEE M SMITH	20.90	536261	
AMAZON CAPITAL SERVICES	184.05	536280	
REBECCA CARPENTER	12.22	536284	
TREVIPAY	251.55	536293	
			977.30*
MOBILE UNIT			
VERIZON WIRELESS	75.20	536192	
			75.20*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	900.00	536147	
CLAYBAR FUNERAL HOME, INC.	900.00	536151	
CLAYBAR HAVEN OF REST	1,288.00	536193	
UNITED STATES POSTAL SERVICE	90.64	536196	
			3,178.64*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	40.00	536150	
CLAYBAR FUNERAL HOME, INC.	850.00	536152	
ENTERGY	70.00	536164	
AT&T	47.71	536182	
CLAYBAR HAVEN OF REST	1,288.00	536194	
			2,295.71*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	26,767.34	536229	
EMERGENCY MANAGEMENT			26,767.34*
AMAZON CAPITAL SERVICES	330.43	536280	
			330.43*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	13,615.36	536149	
M&D SUPPLY	491.27	536167	
SANITARY SUPPLY, INC.	2,681.51	536175	
ACE IMAGEWEAR	287.46	536178	
AT&T	914.45	536182	
CAVENDER'S BOOT CITY	1,284.65	536234	
CINTAS CORPORATION	121.11	536238	
AT&T CORP	6,585.84	536257	
CHARTER COMMUNICATIONS	227.65	536271	
AMAZON CAPITAL SERVICES	14.82	536280	
			26,224.12*
MAINTENANCE-PORT ARTHUR			
ALL-PHASE ELECTRIC SUPPLY	199.36	536154	
SANITARY SUPPLY, INC.	1,856.10	536175	
AT&T	580.52	536182	
LOWE'S HOME CENTERS, INC.	11.36	536197	
TEXAS GAS SERVICE	798.28	536199	
CHARTER COMMUNICATIONS	369.15	536270	
PARKER'S BUILDING SUPPLY	365.15	536279	
			4,179.92*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	151.31	536174	
SETZER HARDWARE, INC.	43.39	536177	
ACE IMAGEWEAR	105.42	536178	
BOSCO INDUSTRIES	250.00	536239	
			550.12*
SERVICE CENTER			
SPIDLE & SPIDLE	7,356.64	536145	
M&D SUPPLY	59.85	536167	
SANITARY SUPPLY, INC.	119.30	536175	

NAME	AMOUNT	CHECK NO.	TOTAL
MIGHTY OF SOUTHEAST TEXAS	789.99	536222	
SPANKY'S WRECKER SERVICE INC	225.00	536224	
1800RADIATOR & AC	134.00	536233	
THE GOODYEAR TIRE & RUBBER COMPANY	1,777.20	536251	
TOWN AND COUNTRY FORD	761.33	536286	
VETERANS SERVICE			11,223.31*
UNITED STATES POSTAL SERVICE	3.28	536196	
ODP BUSINESS SOLUTIONS, LLC	74.65	536278	
MOSQUITO CONTROL FUND			77.93*
			241,166.89**
JACK BROOKS REGIONAL AIRPORT	82.06	536165	
PHILPOTT MOTORS, INC.	17.60	536170	
TEXAS WORKFORCE COMMISSION	644.94	536183	
O'REILLY AUTO PARTS	17.41	536252	
SECURITY FEE FUND			762.01**
AMAZON CAPITAL SERVICES	359.94	536280	
LAW LIBRARY FUND			359.94**
THOMSON REUTERS-WEST	206.00	536228	
SHSP/CCP2005/RURAL LAW EN			206.00**
LAKE COUNTRY CHEVROLET, INC.	32,437.70	536250	
JUVENILE PROB & DET. FUND			32,437.70**
EDWARD B. GRIPON, M.D., P.A.	1,485.00	536161	
VERIZON WIRELESS	71.26	536192	
GRANT A STATE AID			1,556.26**
PEGASUS SCHOOL	682.02	536169	
BI INCORPORATED	993.50	536191	
COMMUNITY SUPERVISION FND			1,675.52**
CORRECTIONAL COUNSELING INC	717.47	536141	
TEXAS WORKFORCE COMMISSION	13,201.76	536183	
UNITED STATES POSTAL SERVICE	50.47	536196	
REDWOOD TOXICOLOGY LABORATORY, INC	88.24	536208	
JCCSC	1,024.00	536218	
CHARTER COMMUNICATIONS	213.84	536269	
ODP BUSINESS SOLUTIONS, LLC	175.15	536278	
COUNTY RECORDS MANAGEMENT			10,932.59**
UNITED STATES POSTAL SERVICE	.74	536196	
CONST. PCT. 6 EDUCATION			.74**
CASH ADVANCE ACCOUNT	760.10	536166	
J.P. COURTROOM TECH. FUND			760.10**
CDW COMPUTER CENTERS, INC.	374.21	536190	
VERIZON WIRELESS	151.96	536192	
HOTEL OCCUPANCY TAX FUND			526.17**
CINTAS, INC.	167.71	536148	
ENTERGY	1,552.15	536162	
M&D SUPPLY	145.37	536167	
TRIANGLE BLUE PRINT CO., INC.	278.00	536185	
UNITED STATES POSTAL SERVICE	5.92	536196	
DISH NETWORK	146.44	536207	
LA RUE ROUGEAU	189.00	536210	

NAME	AMOUNT	CHECK NO.	TOTAL
JESSIE DAVIS	137.03	536211	
SIGN DOCTOR, INC	247.50	536220	
GRINNELL COMPUTERS	808.80	536241	
FERGUSON ENTERPRISES INC	393.00	536244	
AT&T CORP	265.00	536257	
GEORGE WEST	29.00	536263	
CHARTER COMMUNICATIONS	130.63	536265	
AIRPORT FUND			4,495.55**
CINTAS, INC.	142.89	536148	
SANITARY SUPPLY, INC.	141.76	536175	
TEXAS WORKFORCE COMMISSION	1,129.41	536183	
VERIZON WIRELESS	37.99	536192	
LOWE'S HOME CENTERS, INC.	64.45	536197	
MID COUNTY PLUMBING	1,400.00	536209	
ROSENBAUER FIREFIGHTING TECHNOLOGY	4,500.00	536213	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	87.52	536230	
TITAN AVIATION FUELS	79,646.04	536253	
AIRPORT IMPROVE. GRANTS			87,150.06**
GARVER LLC	1,728.00	536216	
SE TX EMP. BENEFIT POOL			1,728.00**
UNITED HEALTHCARE SERVICES INC	193,627.92	536256	
LANTERN SPECIALTY CARE	128.37	536291	
SETEC FUND			193,756.29**
INDUSTRIAL & COMMERCIAL MECHANICAL	1,996.00	536225	
PAYROLL FUND			1,996.00**
JEFFERSON CTY. - FLEXIBLE SPENDING	20,736.97	536131	
JEFFERSON CTY. TREASURER	11,874.09	536132	
INTERNAL REVENUE SERVICE	208.00	536133	
JEFFERSON CTY. TREASURER - HEALTH	592,455.79	536134	
JEFFERSON CTY. TREASURER - GENERAL	60.00	536135	
JEFFERSON CTY. TREASURER - PAYROLL	2,229,904.56	536136	
JEFFERSON CTY. TREASURER - PAYROLL	686,051.90	536137	
TEXAS CHILD SUPPORT SDU	415.38	536138	
JEFFERSON CTY. TREASURER - TCDRS	802,973.33	536139	
JEFFERSON CTY. TREASURER - VISION	2,828.70	536140	
JUSTICE COURT SUPPORT FND			4,347,508.72**
VERIZON WIRELESS	37.99	536192	
LANGUAGE ACCESS FUND			37.99**
RUBEN ZAPATA	1,800.00	536283	
ARPA CORONAVIRUS RECOVERY			1,800.00**
CITY OF NOME	299,501.00	536288	
CNTY & DIST COURT TECH FD			299,501.00**
VERIZON WIRELESS	113.97	536192	
MARINE DIVISION			113.97**
JACK BROOKS REGIONAL AIRPORT	388.09	536165	
			388.09**
			5,310,991.65***



# Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of the Commissioners Court of Jefferson County held on the 3rd day of February, 2026, on a motion made by Commissioner Cary Erickson, Commissioner of Precinct 2 and seconded by Commissioner Brandon Willis, Commissioner of Precinct 1, the following resolution was adopted:

## VAWA GRANT RESOLUTION

**WHEREAS**, Jefferson County certifies that the objectives of the Jefferson County Criminal District Attorney’s VAWA Grant application for funding for September 1, 2026 through August 31, 2027 from the Criminal Justice Division of the Governor’s Office have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in the application. Jefferson County will provide for any applicable cash match. In the event of loss or misuse of Criminal Justice Division funds, Jefferson County assures that the funds will be returned to the Criminal Justice division in full.

**WHEREAS**, Jefferson County designates the County Judge as the authorized official. The authorized official is given authority to apply for, accept, reject, alter or terminate a grant.

**WHEREAS**, Jefferson County designates the County Auditor as the grantee’s financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant.

**NOW THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS’ COURT OF JEFFERSON COUNTY, TEXAS** approves submission of the grant application for the Family Violence/Crimes Against Women Unit/Criminal District Attorney to the Office of the Governor, Criminal Justice Division.

**Grant Number: 1346629**

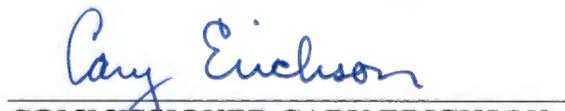
SIGNED this 3rd day of February, 2026.

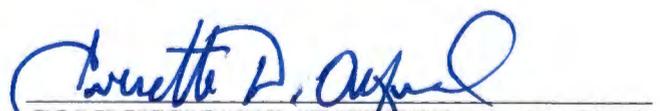
  
\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge



  
\_\_\_\_\_  
**COMMISSIONER BRANDON WILLIS**  
Precinct No. 1

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

  
\_\_\_\_\_  
**COMMISSIONER CARY ERICKSON**  
Precinct No. 2

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



# Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 3rd day of February, 2026 on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Brandon Willis, Commissioner of Precinct No. 1, the following Resolution was adopted:

## Victims of Crime Act Resolution

**Whereas**, the Jefferson County Commissioners' Court finds it in the best interest of the citizens of Jefferson County that the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center be operated for the Fiscal Year 2026 – 2027; and

**Whereas**, the Jefferson County Commissioners' Court agrees to provide any applicable matching funds for said project as required by the Victims of Crime Act grant application; and

**Whereas**, the Jefferson County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Jefferson County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full; and

**Whereas**, the Jefferson County Commissioners' Court designates the County Judge as the grantee's authorized official: the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

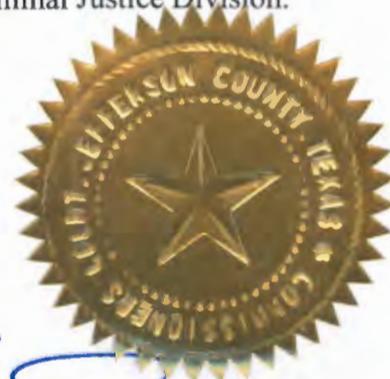
**Whereas**, the Jefferson County Commissioners' Court designates the County Auditor as the grantee's financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant.

**NOW THEREFORE, BE IT RESOLVED** that the Commissioners' Court of Jefferson County, Texas, does hereby approve submission of the grant application for the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center to the Office of the Governor, Criminal Justice Division.

Grant Application Confirmation Number: 2103215

SIGNED this 3rd day of February, 2026.

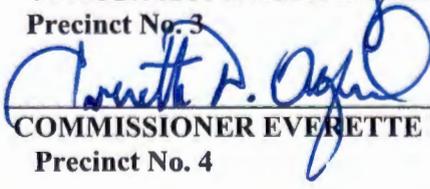
  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge



  
\_\_\_\_\_  
COMMISSIONER BRANDON WILLIS  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

**CERTIFICATE FOR RESOLUTION**

THE STATE OF TEXAS     §  
   §  
 COUNTY OF JEFFERSON   §

I, the undersigned officer of the Commissioners Court of Jefferson County, Texas, hereby certify as follows:

1. The Commissioners Court of Jefferson County, Texas, convened in regular meeting on FEB. 3, 2026, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court, to wit:

<u>Name</u>	<u>Office</u>
Jeff Branick	County Judge
Brandon Willis	Commissioner Precinct 1
Cary Erickson	Commissioner Precinct 2
Michael Sinegal	Commissioner Precinct 3
Everette Alfred	Commissioner Precinct 4

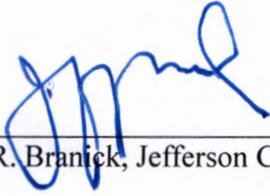
and all of said persons were present except for N/A, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION APPROVING THE ISSUANCE OF BONDS BY TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION ON BEHALF OF CHRISTUS HEALTH TO FINANCE THE COST OF HEALTH FACILITIES LOCATED IN JEFFERSON COUNTY, AND WITH RESPECT TO A PUBLIC HEARING

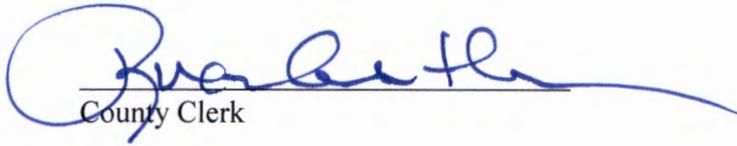
was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote: Ayes: 5; Noes: 0; Abstentions:    .

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said resolution has been duly recorded in said Commissioners Court’s minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court’s minutes of said meeting pertaining to the adoption of said resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

SIGNED this 3<sup>rd</sup> day of February, 2026.



Jeff R. Branick, Jefferson County Judge



County Clerk

(SEAL)



RESOLUTION APPROVING THE ISSUANCE OF BONDS BY TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION ON BEHALF OF CHRISTUS HEALTH TO FINANCE THE COST OF HEALTH FACILITIES LOCATED IN JEFFERSON COUNTY, AND WITH RESPECT TO A PUBLIC HEARING

WHEREAS, the Tarrant County Cultural Education Facilities Finance Corporation (the “Issuer”), an entity organized and existing under Texas Local Government Code, Chapter 337, as amended (the “Enabling Act”), is authorized to issue its Revenue Bonds (CHRISTUS Health) in one or more series (collectively, the “Bonds”), pursuant to the Enabling Act and Chapter 221, Texas Health & Safety Code, as amended, and loan the proceeds of such Bonds to CHRISTUS Health (“CHRISTUS”); and

WHEREAS, the proceeds of the Bonds will be used by CHRISTUS to finance the costs of acquiring, constructing, renovating, improving, equipping, and making any other capital improvements to certain health facilities, related land, and/or related facilities owned and/or operated and/or to be owned and/or operated by CHRISTUS and/or its affiliates as described more particularly in the notice of public hearing attached as **Schedule 1** to **Exhibit A** hereto (the “Notice of Public Hearing”) which facilities are and will be located throughout the State of Texas (collectively, the “Facilities”); and

WHEREAS, a portion of the Facilities consisting of the following sites is and/or will be located in Jefferson County, Texas (the “County”), specifically at: 6025 Metropolitan Drive, Beaumont, TX 77706 (the “Metropolitan Site”) and 2830 Calder Avenue, Beaumont, TX 77702 (the “Calder Site”, and together with the Metropolitan Site, the “Jefferson County Facilities”); and

WHEREAS, the aggregate maximum stated principal amount of the Bonds to be issued on a tax-exempt basis to be used to finance the Jefferson County Facilities is \$30,000,000, including a maximum of \$25,000,000 at the Metropolitan Site and a maximum of \$5,000,000 at the Calder Site; and provided further that that an additional amount of bonds may be issued to finance facilities approved in 2024 pursuant to a plan of finance in accordance with section 147(f) of the Code); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), requires that the Bonds and the Facilities to be financed with proceeds of the Bonds be approved by the “applicable elected representative” (the “AER”) of each governmental unit having jurisdiction over the area in which any facility to be financed with proceeds of the Bonds is or will be located, after a public hearing following reasonable public notice; and

WHEREAS, with respect to the issuance of the Bonds and the Jefferson County Facilities, the Commissioners Court of Jefferson County (the “Commissioners Court”) is an AER; and

WHEREAS, a telephonic public hearing with respect to the issuance of the Bonds was held on January 21, 2026 (the “Public Hearing”), and the Notice of Public Hearing was published not less than 7 days before the day of such Public Hearing in a newspaper of general circulation available to residents of the County and all comments from interested persons were taken at such Public Hearing, all as shown in **Exhibit A** attached hereto; and

WHEREAS, the Bonds proposed to be issued hereunder may be issued together with bonds approved in 2024 pursuant to a plan of finance in accordance with section 147(f) of the Code; and

WHEREAS, the issuance of the Bonds by the Issuer and the action of the Commissioners Court with respect to the matters described herein will create no liability for the County or its residents, and is in the best interest of the County and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS THAT:

1. The Public Hearing with respect to the plan of finance, the Bonds and the Jefferson County Facilities held on January 21, 2026 by the hearing officer of the Public Hearing, the Notice of Public Hearing, and the Certificate of Public Hearing Officer regarding such hearing attached hereto as **Exhibit A** are hereby approved.

2. For the sole purpose of satisfying the requirements of Section 147(f) of the Code, the plan of finance including the Bonds and the Jefferson County Facilities to be financed with the proceeds of the Bonds, all as described in the Notice of Public Hearing, are approved. THE APPROVAL HEREIN GRANTED IS SOLELY FOR PURPOSES OF SATISFYING THE REQUIREMENTS OF THE CODE, AND SHALL NOT BE CONSTRUED AS A REPRESENTATION, WARRANTY OR OTHER UNDERTAKING OF ANY KIND BY THE COUNTY IN RESPECT TO THE BONDS OR THE JEFFERSON COUNTY FACILITIES. THE BONDS SHALL NOT CONSTITUTE OBLIGATIONS OF THE COUNTY OR A PLEDGE OF ITS FAITH AND CREDIT, AND THE COUNTY SHALL NOT BE OBLIGATED TO PAY THE BONDS OR THE INTEREST THEREON OR OTHERWISE INCUR ANY LIABILITY IN RESPECT THEREOF.

3. The County Judge and County Clerk of the County and other officers or representatives of the County are hereby authorized to execute and deliver such instruments, certificates, or documents necessary or advisable to carry out the intent and purpose of this resolution.

4. This resolution shall take effect immediately upon its passage and shall continue in force and effect from the date hereof.

PASSED AND APPROVED this \_\_\_\_\_, 2026.

**Exhibit A**

**Certificate of Public Hearing Officer Regarding Public Hearing**

Attached

CERTIFICATE OF PUBLIC HEARING OFFICER  
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

Re: Tarrant County Cultural Education Facilities Finance Corporation Revenue Bonds (CHRISTUS Health) in one or more series (the "Bonds")

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-captioned Bonds.

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held telephonically in connection with the issuance of the Bonds at the time indicated in the Notice of Public Hearing attached hereto as **Schedule 1**.
2. The Notice of Public Hearing was published no less than 7 days before the date of the public hearing, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Schedule 1**.
3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds. No such persons appeared or made comments except as is set forth on **Schedule 2** attached hereto.
4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND on January 21, 2026.



Hearing Officer

Schedule 1: Affidavit of Publication of Notice of Public Hearing & Notice of Public Hearing  
Schedule 2: Names and Comments of Persons Attending Public Hearing

**Schedule 1**

**Affidavit of Publication and Notice of Public Hearing**

11093696

Page 1 of 2 Beaumont Enterprise

Beaumont Enterprise  
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:  
COUNTY OF JEFFERSON

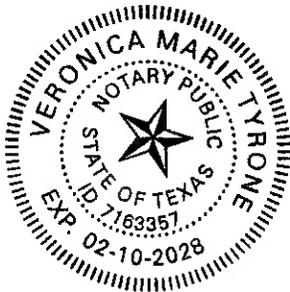
Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for Hearst Newspapers II, LLC – dba: Beaumont Enterprise, a newspaper published in Jefferson County, Texas and generally circulated in the Counties of: Jefferson, Hardin, Tyler, Newton, Orange, Jasper, Liberty, Sabine, Chambers, San Augustine, Angelina, and Galveston and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Campaign ID	Publication	Pub Date
21016972	BRACEWELL LLP	11093696	Beaumont Enterprise	1/14/2026

Victoria Bond  
Newspaper Representative (signature)

Victoria Bond  
Newspaper Representative (printed)

Sworn and subscribed to before me, this 15<sup>th</sup> day of January, A.D. 2026.



Veronica Tyrone  
Notary Public in and for the State of Texas

11093696

Page 2 of 2 Beaumont Enterprise

**NOTICE OF PUBLIC HEARING****TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION  
REVENUE BONDS (CHRISTUS HEALTH)  
IN ONE OR MORE SERIES**

NOTICE IS HEREBY GIVEN of a telephonic public hearing to be held on behalf of the Tarrant County Cultural Education Facilities Finance Corporation (the "Issuer"), on January 21, 2026, at 10:00 a.m., with respect to a plan of finance including one or more series of bonds (the "Bonds") to be issued by the Issuer. Interested parties may join the public hearing on the date and the time indicated above by dialing 1. 855.282.6330 (US Toll Free) and, when prompted, entering the meeting code 26638328997##.

The Issuer proposes to issue the Bonds in an aggregate maximum stated principal amount not to exceed \$30,000,000, and to loan the proceeds thereof to CHRISTUS Health, a Texas nonprofit corporation, and/or any one or more of its affiliates (the "Borrower"). The Borrower is or will be the initial owner, principal user and/or operator of each of the facilities described herein.

The Bonds will be issued as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the "Code")) to finance the acquisition, construction, renovation, and equipping of health facilities, related land and/or related facilities (collectively, the "Projects"), including at any one or more of the following locations in the aggregate maximum stated principal amounts at each location(s) noted below:

Jefferson County, TX: 6025 Metropolitan Drive, Beaumont, TX 77706 (\$25,000,000) and 2830 Calder Avenue, Beaumont, TX 77702 (\$5,000,000).

All interested persons are invited to telephonically attend such public hearing and express their views with respect to the Projects and the Bonds. Questions or requests for additional information may be directed to Melissa Williams, CHRISTUS Health, Treasury Department, 5101 N. O'Connor Blvd., Irving, TX 75039 (Telephone: (469) 282-2255). Any interested persons unable to dial into the hearing may submit their views in writing to Cristy Edwards, Bracewell LLP, 711 Louisiana Street, Suite 2300, Houston, TX 77002, prior to the date scheduled for the hearing.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of section 147(f) of the Code. The Bonds proposed to be issued under this notice will be issued together with bonds approved in 2024 pursuant to a plan of finance in accordance with section 147(f) of the Code.

## NOTICE OF PUBLIC HEARING

TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION  
REVENUE BONDS (CHRISTUS HEALTH)  
IN ONE OR MORE SERIES

NOTICE IS HEREBY GIVEN of a telephonic public hearing to be held on behalf of the Tarrant County Cultural Education Facilities Finance Corporation (the “Issuer”), on January 21, 2026, at 10:00 a.m., with respect to a plan of finance including one or more series of bonds (the “Bonds”) to be issued by the Issuer. Interested parties may join the public hearing on the date and the time indicated above by dialing 1.855.282.6330 (US Toll Free) and, when prompted, entering the meeting code 26638328997##.

The Issuer proposes to issue the Bonds in an aggregate maximum stated principal amount not to exceed \$30,000,000, and to loan the proceeds thereof to CHRISTUS Health, a Texas nonprofit corporation, and/or any one or more of its affiliates (the “Borrower”). The Borrower is or will be the initial owner, principal user and/or operator of each of the facilities described herein.

The Bonds will be issued as “qualified 501(c)(3) bonds” (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the “Code”)) to finance the acquisition, construction, renovation, and equipping of health facilities, related land and/or related facilities (collectively, the “Projects”), including at any one or more of the following locations in the aggregate maximum stated principal amounts at each location(s) noted below:

Jefferson County, TX: 6025 Metropolitan Drive, Beaumont, TX 77706 (\$25,000,000) and 2830 Calder Avenue, Beaumont, TX 77702 (\$5,000,000).

All interested persons are invited to telephonically attend such public hearing and express their views with respect to the Projects and the Bonds. Questions or requests for additional information may be directed to Melissa Williams, CHRISTUS Health, Treasury Department, 5101 N. O’Connor Blvd., Irving, TX 75039 (Telephone: (469) 282-2255). Any interested persons unable to dial into the hearing may submit their views in writing to Cristy Edwards, Bracewell LLP, 711 Louisiana Street, Suite 2300, Houston, TX 77002, prior to the date scheduled for the hearing.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of section 147(f) of the Code. The Bonds proposed to be issued under this notice will be issued together with bonds approved in 2024 pursuant to a plan of finance in accordance with section 147(f) of the Code.

**Schedule 2**

**Names and Comments of Persons Attending Public Hearing**

None.



# Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 3<sup>rd</sup> day of February, 2026 on motion made by Brandon Willis, Commissioner of Precinct No. 1, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Resolution was adopted:

## RESOLUTION TO EXTEND DISASTER DECLARATION

**WHEREAS**, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on January 23, 2026 for winter storm Fern; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

**WHEREAS**, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created as a result of frigid conditions in Jefferson County and in the State by damages and conditions resulting and which continue from Winter Storm Fern and that the renewal of this Declaration of Disaster is necessary for the protection of people and property in Jefferson County;

**NOW THEREFORE, BE IT RESOLVED** that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declarations entered on January 23, 2026 until same is amended or rescinded.

SIGNED this 3<sup>rd</sup> day of February, 2026.

JUDGE JEFF R. BRANICK  
County Judge



COMMISSIONER BRANDON WILLIS  
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

COMMISSIONER CARY ERICKSON  
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY AND ZERO PARK 1 FOR  
PROPERTY LOCATED  
IN THE ZERO PARKS 2023 REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Zero Park 1, LLC ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on August 1, 2023, and later amended by Jefferson County on December 5, 2023. (attached hereto as Exhibit "A") with respect to the abatement of certain *ad valorem* property taxes on a new industrial facility (the "Project") to be constructed by OWNER, in the ZERO PARKS 2023 REINVESTMENT ZONE which was adopted by Jefferson County on August 1, 2023.

2. The Parties acknowledge that circumstances beyond the control of Owner have delayed the project commencement and the Owner will suffer the loss of the intended benefits of the original abatement agreement and, for that reason, the parties agree that the Tax Abatement Agreement for the project shall be amended with the respect to the following terms.

3. Owner is requesting that the County modify the Agreement to move the estimated date of the tax abatement percentages agreed to from tax year 2026 to tax year 2028 as reflected in the amended Exhibit B, Tax Abatement Schedule.

4. Article 3: Article 3 is hereby amended to add the following definitions:

"Effective Date" has the meaning given in Section 4.

"Term of Abatement" has the meaning given in Section 4.

5. Article 4: Term of Abatement

Article 4 is hereby amended to:

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the "Effective Date"). The term of the Abatement pursuant to this AGREEMENT shall be a period of ten (10) consecutive years beginning on January 1 of the tax year following Completion of the PROJECT, as specified by OWNER in a written notice to the COUNTY ("Abatement Period Notice"), unless sooner terminated pursuant to other provisions of the AGREEMENT ("Term of Abatement").

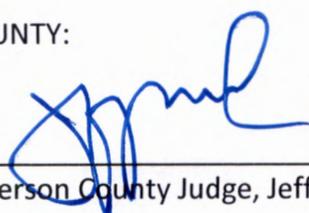
Construction of the PROJECT shall begin by the "Construction Commencement Date", which shall be December 31, 2027. OWNER shall have the option to request, at least ninety (90) days prior to then-current Construction Commencement Date, one-year extension(s) to the then-current Construction Commencement Date, with approval from the COUNTY of such request not to be unreasonably withheld or delayed.

6. The Parties agree that OWNER will certify to the County the completion of the project and provide quarterly reports to ensure compliance with the original Agreement.

7. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement.

Signed this 3<sup>rd</sup> day of February, 2026

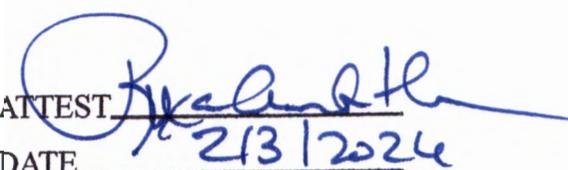
COUNTY:

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



OWNER:

\_\_\_\_\_

ATTEST 

DATE 2/3/2024

**EXHIBIT A**

**EXHIBIT B**

## Amended Abatement Schedule

**TAX ABATEMENT SCHEDULE**

(Exact tax years are subject to Abatement Period Notice from OWNER to COUNTY)

<b>Project Year</b>	<b>Projected Tax Year</b>	<b>Abatement Percentage</b>
1	2028	100%
2	2029	100%
3	2030	100%
4	2031	100%
5	2032	90%
6	2033	90%
7	2034	90%
8	2035	90%
9	2036	90%

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY AND OCI FUELS USA,  
INC. (PHASE 1 AND PHASE 2) FOR PROPERTY LOCATED  
IN THE OCI 2022 REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and OCI Fuels USA, Inc. ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on July 19, 2022 (attached hereto as Exhibit "A") for Phases 1 and 2 with respect to the abatement of certain *ad valorem* property taxes on a new industrial facility (the "Project") to be constructed by OWNER, in the OCI 2022 REINVESTMENT ZONE which was originally adopted by Jefferson County on July 19, 2022 and later amended by Jefferson County on September 26, 2023.
2. Owner notified the County that it had sold the facility and assigned all interests in it to Methanex Corporation and that and now Methanex Corporation (hereinafter referred to as "Methanex") requesting that the Jefferson County Commissioners Court approve the transfer and assignment of this abatement agreement to Methanex, pursuant to Chapter 312, Texas Tax Code who would assume the role of Owner, including all of the assets, contractual rights privileges and obligations conferred to OCI Fuels USA, Inc.
3. Owner is requesting that the County approve the assignment of the Agreement to Methanex to be effective immediately upon the execution of this Amended Agreement. Methanex has agreed to assume all obligations of OCI Fuels USA, Inc. under the Abatement Agreement and the real interests and obligations outlined in the abatement agreement.
4. Owner is requesting the owner's name be modified to reflect the change of the name of the entity from OCI Fuels USA, Inc. to Methanex Fuels USA Inc. This name change was filed December 1, 2025 and is a change of name only, the company details will remain as is, including addresses, Tax ID, EIN and other corporate registration numbers.
5. The Parties acknowledge that Methanex is requesting that the benefits of the abatement of *ad valorem* taxes will enure to the benefit of Methanex.
6. The Parties acknowledge that circumstances beyond the control of Owner have delayed the projects commencement and the Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreements for these projects shall be amended with the respect to the following terms.
7. Owner is requesting that the County modify the Phase 1 Agreement to move the estimated date of the tax abatement percentages agreed to for Phase 1 from tax year 2028 to tax year 2029 as reflected in the amended Exhibit B, Tax Abatement Schedule.

8. Owner is requesting that the County modify the Phase 2 Agreement to move the estimated date of the tax abatement percentages agreed to for Phase 2 from tax year 2030 to tax year 2031 as reflected in the amended Exhibit B, Tax Abatement Schedule.

9. Article 3: For the Phase 1 and 2 agreements, Article 3 is hereby amended to add the following definitions:

“Effective Date” has the meaning given in Section 4.

“Term of Abatement” has the meaning given in Section 4.

10. Article 4: Term of Abatement

For the Phase 1 agreement, Article 4 is hereby amended to:

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the “Effective Date”). The term of the Abatement pursuant to this AGREEMENT shall be a period of ten (10) consecutive years beginning on January 1 of the tax year following Completion of the PROJECT, as specified by OWNER in a written notice to the COUNTY (“Abatement Period Notice”), unless sooner terminated pursuant to other provisions of the AGREEMENT (“Term of Abatement”).

Construction of the PROJECT shall begin by the “Construction Commencement Date”, which shall be December 31, 2028. OWNER shall have the option to request, at least ninety (90) days prior to then-current Construction Commencement Date, one-year extension(s) to the then-current Construction Commencement Date, with approval from the COUNTY of such request not to be unreasonably withheld or delayed.

11. Article 4: Term of Abatement

For the Phase 2 agreement, Article 4 is hereby amended to:

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the “Effective Date”). The term of the Abatement pursuant to this AGREEMENT shall be a period of ten (10) consecutive years beginning on January 1 of the tax year following Completion of the PROJECT, as specified by OWNER in a written notice to the COUNTY (“Abatement Period Notice”), unless sooner terminated pursuant to other provisions of the AGREEMENT (“Term of Abatement”).

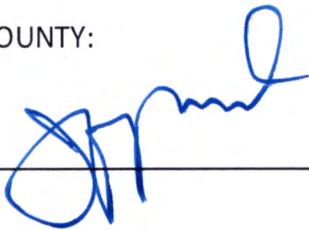
Construction of the PROJECT shall begin by the “Construction Commencement Date”, which shall be December 31, 2030. OWNER shall have the option to request, at least ninety (90) days prior to then-current Construction Commencement Date, one-year extension(s) to the then-current Construction Commencement Date, with approval from the COUNTY of such request not to be unreasonably withheld or delayed.

12. Methanex will fulfill the obligation imposed upon OCI Fuels USA, Inc. to create and maintain new full-time jobs.

13. The Parties agree that OWNER will certify to the County the completion of the project and provide quarterly reports to ensure compliance with the original Agreement.

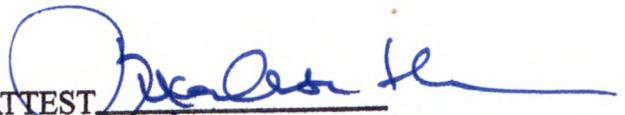
14. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement.

Signed this 3<sup>rd</sup> day of February, 2026

COUNTY:  
  
\_\_\_\_\_

OWNER:  
\_\_\_\_\_



ATTEST   
DATE 2/3/26

**EXHIBIT A**

**EXHIBIT B****PHASE 1 AGREEMENT**

Amended Abatement Schedule

**TAX ABATEMENT SCHEDULE****PHASE 1**

(Exact tax years are subject to Abatement Period Notice from OWNER to COUNTY)

<b>Project Year</b>	<b>Projected Tax Year</b>	<b>Abatement Percentage</b>
1	2029	100%
2	2030	100%
3	2031	100%
4	2032	100%
5	2033	100%
6	2034	100%
7	2035	100%
8	2036	100%
9	2037	100%
10	2038	100%

**EXHIBIT B****PHASE 2 AGREEMENT**

Amended Abatement Schedule

**TAX ABATEMENT SCHEDULE****PHASE 2**

(Exact tax years are subject to Abatement Period Notice from OWNER to COUNTY)

<b>Project Year</b>	<b>Projected Tax Year</b>	<b>Abatement Percentage</b>
1	2031	100%
2	2032	100%
3	2033	100%
4	2034	100%
5	2035	100%
6	2036	100%
7	2037	100%
8	2038	100%
9	2039	100%
10	2040	100%

I, Roxanne Acosta-Hallberg, County Clerk of Jefferson County, Texas do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and duly recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., in the Plat Records of Jefferson County, Texas, in County Clerk's File No. \_\_\_\_\_

By: \_\_\_\_\_  
COUNTY CLERK, JEFFERSON COUNTY, TEXAS

**OWNERSHIP CERTIFICATE:**

State of Texas, County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That I, Bernadette Antwine, owner of Tract One (called 5.00 ac) and Tract Two (called 3.034 ac) described in an instrument recorded in Clerk's File No. 2001043291 of the Official Public Records of Jefferson County, Texas dated December 10, 2001, DO HEREBY SUBDIVIDE 8.034 acres of land out of the T. & N.O. R.R. Co. Survey, Section No. 23, Abstract No. 144, Jefferson County, Texas, to be known as the Blewett Road Addition No. 1, in accordance with the plat shown hereon, subject to any and all easements or restrictions hereto fore granted and do hereby dedicate to the public the streets and easements shown hereon.

WITNESS MY HAND, this 26<sup>th</sup> day of January, A.D., 2026.

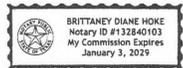
*Bernadette Antwine*  
Bernadette Antwine, Owner

State of Texas  
County of Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Bernadette Antwine known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26<sup>th</sup> day of January, A.D., 2026.

By: *Brittany Diane Hoke*  
NOTARY PUBLIC in and for Jefferson County, Texas



**SURVEYOR'S NOTES:**

- This survey was completed without the benefit of a title commitment, and not all easements or servitudes, whether of record or not, were researched at the time of this survey or shown hereon.
- All bearings, distances, coordinates, and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone.
- All elevations are referenced to the North American Vertical Datum of 1988 (NAVD88), based on RTK-GNSS observation and tied to Trimble's VRS Network (calculated using GEOID18).
- According to FEMA's Flood Insurance Rate Map No. 4803850255C, Dated August 06, 2002, this Minor Plat is located in Flood Zone X.
- No Improvements are shown.
- Unimproved right of ways per First Addition of the Oil City Subdivision within this survey between Blocks 8 and 9, and Block 10 and 11 are to be abandoned upon approval by Commissioners Court and the filing of this plat.
- The purpose of this Amended Plat is to correct the lot/tract numbers shown on the Replat of Portions of Blocks 8, 9, 10 & 11 of First Addition to Oil City Subdivision, recorded in Clerk's File No. 2026-874, to Tracts 9A & 10A.

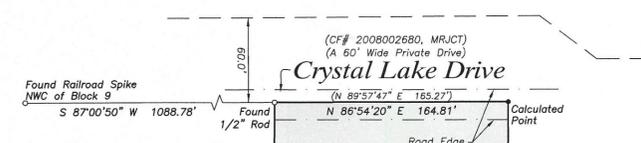
Elwar Chillow and Debra Chillow  
Called 5.00 Acres  
CF# 2000038310, OPRJCT

Cornelius Boulard, Sr. and  
Barbara Marie Boulard  
Called 5.00 Acres  
CF# 2025-10126, OPRJCT

Guillermo Blas & Janet Blas  
Called 5.00 Acres  
CF# 2017000052, OPRJCT

Eloy Lemelle & Sharon Lemelle  
Called 5.00 Acres  
CF# 9416616, OPRJCT

Crystal Ski Lakes  
Corporation Subdivision  
CF# 2008002680, MRJCT



Location Map  
Jefferson County, Texas  
(Not to Scale)

**CERTIFICATION OF COUNTY ENGINEER:**

I, \_\_\_\_\_, 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 the Commissioners Court of Jefferson County, Texas.

County Engineer

**CERTIFICATE OF COUNTY APPROVAL TO WIT:**

STATE OF TEXAS, COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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

**MUNICIPAL/ETJ NOTE:**

A portion of this subdivision lies within the extra territorial jurisdiction of the City of Beaumont.

**CERTIFICATE OF APPROVAL BY THE CITY OF BEAUMONT PLANNING AND ZONING COMMISSION:**

Approved this the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the City Planning and Zoning Commission of the City of Beaumont, Texas.

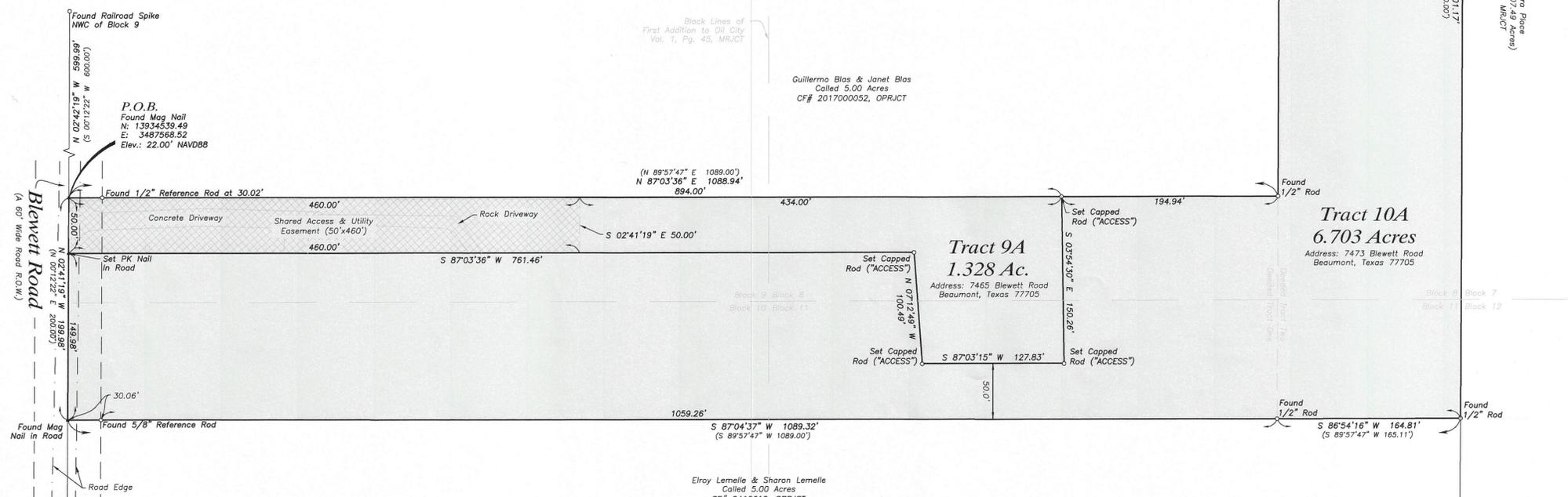
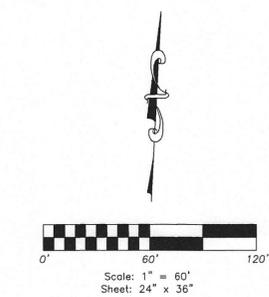
Planning Commission Chairman

Attest: Secretary

Required Clear Space for an On-Site Sewage Facility (OSSF)				
Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Required Clear Area for OSSF (in Square Feet)	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (in Square Feet)
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	6428	180	5143
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

Note: SAMPLE - consult the TCEQ Regulations for proper sizes

# Amended Plat of the Replat of Portions of Blocks 8, 9, 10 & 11 of First Addition to Oil City Subdivision a subdivision of a 8.031 Acre Tract of Land into Tracts 9A & 10A out of the T. & N.O. R.R. Co. Survey, Section No. 23 Abstract Number 144, Jefferson County, Texas



**DEVELOPMENT REGULATIONS NOTES:**

No construction or other development within this Minor Plat may begin until all Jefferson County Development requirements have been met.

**SCHOOL DISTRICT NOTE:**

This Minor Plat is within the boundaries of the Hampshire Fannett ISD.

**UTILITY NOTES:**

Electric Utility Service will be provided by: Entergy Texas, Inc.  
Telephone Utility Service will be provided by: Unknown  
Gas Utility Service will be provided by: Unknown  
Water Utility Service will be provided by: West Jefferson County MWD  
Sewer Utility Service will be provided by: Unknown  
Cable Utility Service will be provided by: Unknown

**SEWAGE DISPOSAL NOTE:**

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved and permitted by Jefferson County.

**INDIVIDUAL WATER SUPPLY NOTE:**

No structure in this subdivision shall be occupied until connected to an individual water supply, state approved community water system, or engineered rain water collection system.

**DRAINAGE EASEMENT NOTE:**

No known drainage easements are present.

**SURVEYOR'S CERTIFICATE:**

I, Scott N Brackin, a Registered Professional Land Surveyor in the State of Texas, certify that this plat has been prepared from an actual standard land survey on the ground, that all corners were found or set as noted, and that the plat is drawn to scale, and that the property shown hereon lies within the extraterritorial jurisdiction of the City of Beaumont, Texas, and correctly represents said survey by me and is in accordance with the subdivision regulations of Beaumont, Jefferson County, Texas.

Dated: January 26, 2026

**Access**  
Surveyors, LLC  
Commercial - Industrial - Residential  
11025 Old Voth Road - Beaumont, Texas 77713  
Telephone (409) 838-6322 FIRM No. 10136400  
www.access-surveyors.com § rpls5163@aol.com  
File: 2025820 Technician: BAH



*Scott N. Brackin*  
Registered Professional Land Surveyor No. 6650

**LEGAL DESCRIPTION:**

Being a 8.031 acre tract of land lying in the T. & N.O. R.R. Survey, Section No. 23, Abstract No. 144, Jefferson County, Texas and being all of that Tract One (called 5.00 acres) and Tract Two (called 3.034 acres) described in an instrument to Bernadette Antwine, recorded in Clerk's File No. 2001043291 of the Official Public Records of Jefferson County, Texas (OPRJCT), being out of Blocks 8, 9, 10 & 11 of the First Addition to Oil City Subdivision, recorded in Volume 1, Page 45 of the Map Records of Jefferson County, Texas (MRJCT), said 8.031 acres being more particularly described as follows:

Beginning at a Mag nail found in the centerline of Blewett Road (an apparent 60' wide roadway), in the east line of that called 1.00 acre tract of land described in an instrument to Joseph Allen Bernard & Cynthia Bryant Bernard, recorded in Clerk's File No. 2004046780 (OPRJCT), the west line of said Block 9, at the southwest corner of that called 5.00 acre tract of land described in an instrument to Guillermo Blas and Janet Blas, of record in Clerk's File No. 2017000052 (OPRJCT), the northwest corner of said Tract One and the northwest corner of the herein described tract, from which a railroad spike at the northwest corner of Block 9 was found North 02°42'19" West, 599.99 feet;

Thence North 87°03'38" East (called N 89°57'47" E), across said Block 9, along the south line of said Blas Tract, the north line of said Tract One and a northerly line of the herein described tract, passing at 30.02 feet a 1/2" reference rod found in the east right-of-way line of Blewett Road, continuing a total distance of 1088.94 feet (called 1089.00 feet) to a 1/2" rod found in said Block 8, in the west line of said Tract Two, at the southeast corner of said Blas Tract, the northeast corner of said Tract One and an interior corner of the herein described tract;

Thence North 02°43'16" West (called N 00°12'22" E), across said Block 8, along the east line of said Blas Tract, the west line of said Tract Two and a westerly line of the herein described tract, a distance of 600.87 feet to a 1/2" rod found in the centerline of Crystal Lake Drive (a private drive), the south line of Crystal Ski Lakes Corporation Subdivision, recorded in Clerk's File No. 2008002680 (OPRJCT), the north line of Block 8, at the northeast corner of that called 5.00 acre tract of land described in an instrument to Elwar Chillow and Debra Chillow, recorded in Clerk's File No. 20000038310 (OPRJCT), at the northwest of said Tract Two and the most northerly northwest corner of the herein described tract, from which said railroad spike found at the northwest corner of Block 9 was found South 87°00'50" West, 1088.78 feet;

Thence North 86°54'20" East (called N 89°57'47" East), along the centerline of said Crystal Lake Drive, the south line of Crystal Ski Lakes Corporation Subdivision, the north line of Block 8, the north line of said Tract Two and the most northerly line of the herein described tract, a distance of 164.81 feet (called 165.27 feet) to a calculated point at the northwest corner of Block 7 of said First Addition, an interior corner of the south line of Crystal Ski Lakes Corporation Subdivision, at the northwest corner of said Tract Two and the northwest corner of the herein described tract;

Thence South 02°42'26" East (called S 00°13'03" W), along a westerly line of the south line of Crystal Ski Lakes Corporation Subdivision, the west line of said Block 7, the east line of said Block 8, the east line of said Tract Two and the east line of the herein described tract, a distance of 801.17 feet (called 800.00 feet) to a 1/2" rod found in the west line of Block 12 of said First Addition, the east line of said Block 11, a westerly line of that called Tract 30-B (called 207.49 acres) of the Minor plat of Ovara Place, recorded in Clerk's File No. 2017000840 (MRJCT), at the northeast corner of that called 5.00 acre tract of land described in an instrument to Eloy Lemelle and Sharon Lemelle, recorded in Clerk's File No. 9416616 (OPRJCT), at the southeast corner of said Tract Two and the herein described tract;

Thence South 87°03'15" West (called S 89°57'47" W), across said Block 11, along the north line of said Lemelle Tract, the south line of said Tract Two and the south line of the herein described tract, passing at 164.81 feet a 1/2" rod found at the southwest corner of said Tract Two and the southeast corner of said Tract One, passing at 1224.07 feet a 5/8" reference rod found in the east right-of-way line of Blewett Road, continuing for a total distance of 1254.13 feet, to a Mag nail found in the centerline of Blewett Road, the west line of said Block 10, the east line of said 1.00 acre tract, the northwest corner of said Lemelle Tract, the southwest corner of said Tract One and the southwest corner of the herein described tract;

Thence North 02°41'19" West (called N 00°12'22" E), along the center line of Blewett Road, the west line of said Block 10, the east line of said 1.00 acre tract, the west line of said Tract One and the west line of the herein described tract, a distance of 199.98 feet (called 200.00 feet), to the Point and Place of Beginning, containing 2.997 acres of land, more or less.

## **SECTION 14**

### **EMPLOYEE BENEFITS AND SERVICES**

The County provides a comprehensive group health program for regular, full-time employees. Further details can be found in the booklet “Benefits Guide,” which employees receive during their Orientation with the Human Resources and Risk Management Department. The following are brief summaries of these programs:

#### **A. Group Health Plan**

Jefferson County offers medical, prescription drug, and dental coverage through the Southeast Texas Government Employee Benefits Pool to all regular, full-time employees and their eligible dependents. The County pays 100% of the employee medical and basic dental premiums. You and the County share the cost of any dependent premiums.

#### **B. State Unemployment Insurance**

This program is funded entirely by employers in the state. Unemployment insurance provides weekly benefits to employees who become unemployed through no fault of their own or circumstances described in the law.

#### **C. Basic Life Insurance**

Jefferson County provides basic life insurance for all regular, full-time employees with a coverage amount of one times your annual benefit base salary at no cost.

#### **D. Accidental Death and Dismemberment Insurance (AD&D)**

Jefferson County provides AD&D for all regular, full-time employees with a coverage amount of one times your annual benefit base salary at no cost.

#### **E. Supplemental Life Insurance**

Additional, portable group-term coverage is available. You pay for the cost of this coverage at group rates on an after-tax basis.

#### **F. Spouse Life Insurance and Dependent Children Life Insurance**

Coverage for your eligible family members is also available. You contribute to the cost of coverage at group rates on an after-tax basis.

#### **G. Workers' Compensation**

The County provides workers' compensation coverage for all employees including; full-time, part-time and temporary, for any job-related injury, illness or occupational disease. Employees are required to immediately report any injury, (regardless of severity) infectious disease exposure, or suspected occupational disease to a supervisor (See Section 10.5).

## H. **457 Deferred Compensation/Roth IRAs**

Deferred compensation - contributions and earnings are tax deferred. In addition to the TCDRS Retirement Plan, all full-time employees may also choose to set up a separate, supplemental account earmarked for retirement. Much like the TCDRS Retirement Plan, you have the option to defer paying taxes on the amounts you contribute – as well as any earnings on those amounts – until you receive an account distribution. This is a voluntary plan, funded entirely by your contributions.

Roth IRA contributions – you can contribute if you have taxable compensation and your modified AGI is within certain limitations.

With careful thought and proper financial planning you can build a retirement account that will provide you with some options during those years following your retirement or separation from public service.

Contact your Nationwide Retirement Specialist ([www.nrsforu.com](http://www.nrsforu.com)) (1-877-677-3678) for additional information on Deferred Compensation and Roth IRAs.

## I. **Section 125/Flexible Spending Account**

Flexible Spending Accounts (FSA) offers you ways to increase the amount of money you take home each pay period by paying for eligible expenses with monies taken before taxes are calculated. Three ways to save through Section 125:

1. **Health Care Account** – for eligible out of pocket health care expenses.
2. **Dependent Care Account** – for dependent care expenses incurred so that you or your spouse can work or look for work on a full-time basis.
3. **Dependent Premiums** – for dependent health care deductions withheld from your paycheck. These are automatically withheld before taxes.

The Section 125/Flexible Spending Accounts are optional programs available to full-time employees.

## J. **Long-Term Disability Insurance (LTD)**

The optional voluntary LTD insurance protects your most important asset – your income. If, while insured, you become disabled and continue to be disabled past the waiting period, you will receive up to 60% of your basic monthly earnings. This optional coverage is fully paid by you. Premiums deducted for LTD will be on an after-tax basis, so that any disability benefits you receive attributable to your premium contribution will not be subject to taxation.

## K. **Employee Assistance Program (EAP)**

The County will provide all regular, full-time employees and their eligible family members with confidential, professional assessment and referral for assistance in resolving or accessing treatment for addiction to, dependence on, or problems with alcohol or drugs, or other personal problems such as marital, family, children, financial/legal, grief, anxiety, depression, stress or any other

personal/emotional problems. Confidential assessment and referral services will be provided without cost to the employee or family member.

When documented job impairment has been observed and identified, a supervisor may recommend participation in the EAP. Any action taken by the supervisor, however, will be based on job performance. Supervisor referrals to the EAP will include employee's release of information consent form to be returned to the County supervisor by the EAP. Refusal to participate in, or failure to complete the EAP-directed program will be documented. Should job performance not improve after a reasonable amount of time, the employee is subject to progressive corrective action up to and including termination of employment.

Self-referral by employees or eligible family members is strongly encouraged. The earlier a problem is addressed, the easier it is to deal with and the higher the success rate. While the referral in itself does not preclude the County's use of corrective actions, participation in an EAP-directed program may enable the supervisor to allow time for completion of such program before initiating or determining additional corrective action.

EAP-related activities, such as referral appointments, will be treated on the same basis as other personal business or health matters with regards to use of leave time.

Information regarding the County's current EAP provider is available through the Human Resources and Risk Management webpages or by contacting the Human Resources (409-839-2391) or Risk Management (409-835-8672) offices.

Form #2204 Rev 9/2017

This space reserved for office use

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



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Mark Zambardino, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Commissioner, Jefferson County Emergency Services Dist., No. 1 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

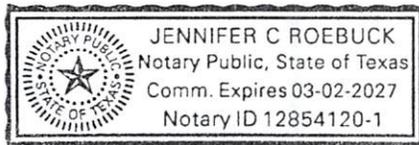
Mark Zambardino  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas  
County of Jefferson

Sworn to and subscribed before me on this 26th day of January, 2024.

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



Jennifer C Roebuck  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Jennifer Roebuck  
Printed or Typed Name

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



**STATEMENT OF OFFICER**

**Statement**

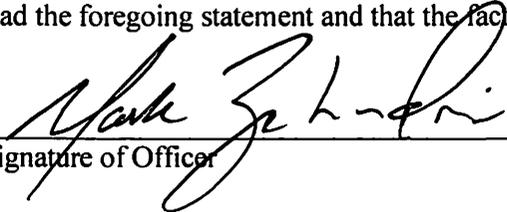
I, Mark Zambardino, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was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

Title of Position to Which Elected/Appointed: Commissioner, Jefferson County Emergency Services District, No. 1.

**Execution**

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

Date: January 26, 2026

  
Signature of Officer

Form #2204 Rev 9/2017

This space reserved for office use

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



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, Robert Barnett, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of Commissioner, Jefferson County Emergency Services District, No. 1 of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

Robert L Barnett  
Signature of Officer

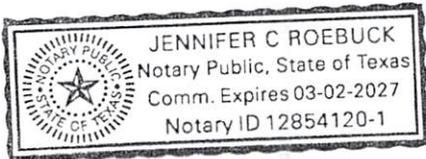
Certification of Person Authorized to Administer Oath

State of Texas

County of Jefferson

Sworn to and subscribed before me on this 26th day of January, 20  .

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



Jennifer C Roebuck

Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Jennifer Roebuck  
Printed or Typed Name

Form #2201 Rev. 05/2020

Submit to:

SECRETARY OF STATE

Government Filings

Section P O Box 12887

Austin, TX 78711-2887

512-463-6334

512-463-5569 - Fax

Filing Fee: None



STATEMENT OF OFFICER

**Statement**

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

Title of Position to Which Elected/Appointed: Commissioner, Jefferson County Emergency

Services District, No. 1.

**Execution**

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

Date: January 26, 2026

  
Signature of Officer

Form #2204 Rev 9/2017

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Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
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Filing Fee: None



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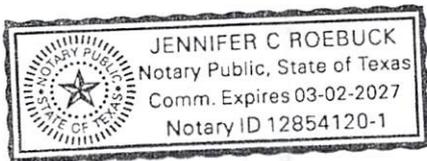
Certification of Person Authorized to Administer Oath

State of Texas

County of Jefferson

Sworn to and subscribed before me on this 26th day of January, 20  .

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



Jennifer C Roebuck

Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

Jennifer Roebuck  
Printed or Typed Name

Form #2201 Rev. 05/2020

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**512-463-6334**  
**512-463-5569 - Fax**  
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**STATEMENT OF OFFICER**

**Statement**

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

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Services District, No. 1.

**Execution**

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

Date: January 26, 2026

  
 Signature of Officer

## **Consider and possibly approve Out of State Travel Policy**

**Motion: Commissioner Alfred**

**Second: Commissioner Arnold**

**Approved**

### **Out Of State Travel Policy**

**When requesting approval OUT OF STATE TRAVEL, the department head or elected official should submit information, along with the request for approval as an agenda item, that addresses the following questions:**

**1. Is the trip budgeted? If not, how is the trip to be funded?**

Request for approval for 3 pilots: Jerry Hinson, Alan Hollingsworth & Bryan Farrar to travel to Albany, GA. Jerry Hinson and Bryan Farrar for the maintenance training and Alan Hollingsworth for flight training.

Yes, this trip is budgeted. Expected dates:

February 8, 2026 through February 14, 2026

**2. Is the training mandatory or does the training directly impact the employee's assigned job duties?**

This trip is mandatory and it does impact the employee's assigned job duties.

**3. Does the benefit appear to be worth the cost?**

Yes.

**4. Is the training available locally or within Texas at a lower cost? Training is included with the purchase of the new airplane and is only offered in Albany, GA where the facility is located.**

**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  
E-mail: [hrdept@jeffcotx.us](mailto:hrdept@jeffcotx.us)

Date: January 28, 2026

**Via Fax: (713) 781-4954, email:**  
[clientservices@ieap.com](mailto:clientservices@ieap.com), and

**U.S. Certified Mail /RRR # \_\_\_\_\_**

Interface Behavioral Health EAP  
Corporate Headquarters  
2424 Wilcrest Dr., Suite 230  
Houston, Texas 77042

Dear Sir or Madam,

This letter will serve as notice of termination on the EAP contract between Jefferson County and Interface Behavioral Health effective immediately. It has come to our attention that your services as stated in the contract are no longer available to Jefferson County employees and without any notice from you. We have been receiving complaints from employees that have been unable to reach anyone in your office since the start of the new year. Jefferson County HR and Risk Management staff have been trying to reach anyone in your office as well, by phone and email, to no avail. We have had our broker, Holmes Murphy, also try to reach anyone in your office including your HR and CEO and they too have received no response to phone calls or emails.

Interface Behavioral Health has breached the terms of the contract, specifically Section I under paragraphs 1, 2, 3, 8, 9; Section II, Section IV and Section V. Since Interface Behavioral Health has failed to respond to phone calls and emails and has failed to reach out to Jefferson County regarding any issues that may be causing the breach, Jefferson County in an effort to support its employees with an EAP program must now contract with a new EAP provider to be effective as soon as possible. Therefore, Jefferson County hereby terminates its contract with Interface Behavioral Health effective as of the date of this letter.

Contract  
for  
**JEFFERSON COUNTY**

**Employee Assistance Program**

Provided by



This contract is between **JEFFERSON COUNTY** and Interface Behavioral Health for an **Employee Assistance Program (EAP)** as described below:

## I. Services

Individuals eligible for EAP services are defined as the employee and family members. Family members are defined as: spouse, domestic partner, and/or legal dependents under the age of 26.

The services to be provided by Interface Behavioral Health are as follows:

1. Twenty-four hour telephone service with both a local Houston and a toll-free national number for employees and family members to use for any personal problem.
2. Diagnosis, assessment, initial treatment planning, and if necessary, a referral for personal problems, particularly those with the potential for affecting work performance. This includes consultation with our professionals until an accurate diagnosis and initial treatment plan is reached for each client of the EAP.
3. Supervisory/Management training for supervisors on recognizing, documenting, and referring an employee with job performance issues to the EAP, as well as providing information on all services of the EAP.
4. An employee orientation will be available to familiarize all employees with the services provided by the EAP and the process for utilizing the program.

NOTE: Both supervisory training and employee orientations will be presented either by a Program Coordinator or via a webinar and will include printed materials. Please see Section VII, Available In-Service Hours, for the number of hours available to **JEFFERSON COUNTY** for Supervisory/Management training and/or Employee Orientations. Travel costs for hotel and transportation may be charged back to **JEFFERSON COUNTY** for in-person meetings depending on location and employer size (with prior approval by **JEFFERSON COUNTY**).

5. Ongoing program awareness in the form of posters, handouts, and promotional flyers for distribution and display.
6. Assistance in establishing a clear policy letter concerning **JEFFERSON COUNTY's** position on employees who use the EAP.
7. Quarterly utilization reports. This will include nature of the contact, referral source, and demographics of employees, providing that certain information will not jeopardize confidentiality.
8. Access to participant website ([www.4eap.com](http://www.4eap.com)) which includes online access to supplemental EAP resource information, including: EAP request for services, frequently asked questions, legal resources, financial resources, work/life and wellness resources.
9. Access to a digital program (Thrive) designed to help improve mood, gain confidence and energy, and control stress. Thrive is based on proven methods from cognitive behavior therapy. Thrive can be accessed through a computer and/or smartphone app.
10. Critical Incident Stress Debriefing (CISD) to take place between 24 and 72 hours after a traumatic event. Wellness Seminars will also be made available with topics to be chosen by **JEFFERSON COUNTY**. Please see Section VII, Available In-Service Hours, for the number of hours available to **JEFFERSON COUNTY** for Critical Incident Stress Debriefing and/or Wellness Seminars.

11. Representation at health fairs: Please see Section VII, Available In-Service Hours, for the number of days available to **JEFFERSON COUNTY** for Health Fairs.
12. Services approved and provided beyond those outlined in Section I will be billed to **JEFFERSON COUNTY**. Please see attached In-Service Fee Schedule for pricing.

## II. Procedures

An employee/family member will have initial contact with a clinically trained care coordinator at Interface. A case will be opened, and they will be referred to a licensed counselor established in private practice with experience in the area of the presenting problem. The employee/family member may request another counselor, for any reason, after their first session without losing that session as one of the allotted sessions for that problem. The employee, a supervisor, or both may initiate contact. A family member may be referred to the program by his or her own call or by a referral of the employee.

When an employee or family member contacts the EAP, they will be directed to the most convenient office location in their area. A licensed counselor will be assigned to diagnose, assess, formulate an initial treatment plan, and if necessary, refer for additional treatment. In all instances the need and/or problem will be addressed. The goal of the counseling process for an employee will be his or her effective return to full productivity.

## III. Publicity of Services

**JEFFERSON COUNTY** will inform its employees of the services provided by Interface with at least a letter emphasizing the confidentiality of the EAP. The letter should inform employees that the program is confidential and that any employee seeking assistance will not jeopardize his or her position with the organization.

Interface will provide literature in the form of brochures describing the EAP, and all services included in Section I of this contract.

## IV. Reporting

When the initial contact is the result of a supervisory referral in regards to job performance issues, an EAP care coordinator will inform the supervisor of the following: 1) whether the employee has contacted the Employee Assistance Program, 2) whether treatment goals have been established (without identification of those goals), and 3) whether there is progress (but not the nature of that progress) toward treatment goals. Interface provides an employee release form that authorizes pertinent information regarding the progress of treatment to be released to the supervisor. Interface encourages this release if a supervisor has referred the employee. Only with a signed release from the employee can Interface release any information regarding contact or other information to anyone except as required by law.

Employees who make their own contact (self-referrals) with the EAP will be encouraged to share information with supervisors if deemed appropriate by the counselor. No reports will be made to **JEFFERSON COUNTY** concerning self-referrals other than the agreed upon reports in Section I. Neither the purpose nor content of the contact by an employee or family member will be revealed to any representative of **JEFFERSON COUNTY**.

**JEFFERSON COUNTY** will provide a list of employees including their employee identification numbers to Interface for the purpose of verifying employment. An updated list will be provided monthly, or as there are material changes in employment.

All agreed upon analysis are dependent on the existence of data to be provided by **JEFFERSON COUNTY** in a relatively accessible form with all due regard to employee confidentiality.

Except as provided herein, or by law, the identity of the employee or family member, the nature of the contact, treatment progress and prognosis, will be confidential and reported to no one without the written consent of the employee or family member.

## V. Consultation

A clinically trained care coordinator and/or crisis counselor will be available to employees and family members 24/7 via a national toll free number to assist with any calls of a crisis nature. Supervisors may also call upon the EAP to assist in problem identification, documenting impaired job performance, intervention with a problem employee, or other concerns.

Sessions with a licensed counselor will be on an as needed basis and will be free of charge to the employee and/or family member as described herein. The number of sessions provided to participants will be 6 per person per family problem. Each person has their own coverage, but if more than one covered family member is seeking counseling for the same problem, available sessions are not increased for that problem. For example, if both spouses are seeking counseling for marital problems, 6 sessions would be available, not 12 because two family members are participating. However, if during the assessment, the counselor discovers that one of them has a separate problem, that individual may seek counseling for said problem (and have up to 6 sessions) with another provider. The EAP will be used first to obtain an assessment of the problem. If the problem is short term, additional EAP sessions will be available for the person(s) seeking help. If the problem is long term, a referral to the appropriate program(s) could be made prior to exhausting the full 6 EAP sessions. If further treatment is needed that is not covered under insurance, Interface will work to make available that treatment at a reduced cost.

Referrals for legal and financial counseling are available for each covered family with access to 3 consultations with an attorney and 3 consultations with a financial advisor per plan year. Additional services with an attorney and/or financial advisor are available at a reduced rate.

## VI. Hold Harmless Clause

Interface Behavioral Health will indemnify and hold **JEFFERSON COUNTY** harmless from any and all claims, actions, liability and expenses including costs of judgments, settlements, court costs, and attorney fees, regardless of the outcome of such claim or action, caused by, resulting from or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this agreement, whether such act, omission or failure was that of Interface Behavioral Health or that of any person providing services there under through or for Interface Behavioral Health. Upon notice from **JEFFERSON COUNTY**, Interface Behavioral Health will resist and defend at Interface Behavioral Health's own expense, and by counsel reasonably satisfactory to **JEFFERSON COUNTY** any such claim or action.

## VII. Available In-Service Hours

The following is a breakdown of the In-Service Hours available **JEFFERSON COUNTY** for Employee Orientations, Management Training, Critical Incident Stress Debriefing (CISD), Wellness Seminars and Health Fairs. Costs for additional services beyond what is listed here will be the responsibility of **JEFFERSON COUNTY**. For every hour that a provider is on-site, 0.25 hours may be deducted for travel time. In the event that **JEFFERSON COUNTY** cancels or reschedules once Interface has secured a provider, it will result in charges of the services being provided and/or a deduction of hours from the available hours under contract. Multilingual requests are custom services and are not covered by the hours available under contract.

**Covering Employee Orientation and/or Supervisory Training:** 9 hours per plan year  
**Covering all CISD's (over 24 response time) and/or Wellness Seminars:** 4 hours per plan year  
**Covering Health Fairs:** 1 day available per plan year

**VIII. Program Cost**

The monthly charge for the services of Interface Behavioral Health is as follows:

**\$1.35 per employee per month for all employees**

The above charge is to be paid in monthly installments based on the number of employees at the beginning of each month. The first payment is due January 1, 2026. The remittance address is: Interface Behavioral Health, P.O. Box 671411, Dallas, TX 75267-1411.

**IX. Term of Contract**

The effective date of this contract is January 1, 2026, through December 31, 2028. This contract will automatically renew annually unless this Agreement is superseded by a subsequent Agreement or unless this contract is terminated by either Interface Behavioral Health or **JEFFERSON COUNTY**. Rates will be reviewed annually and, if necessary, proposed changes will be provided, in writing, to **JEFFERSON COUNTY** within 30 days of the new plan year.

**X. Termination of Contract**

**JEFFERSON COUNTY** or Interface Behavioral Health may terminate this contract with thirty days written notice. At the time of termination, Interface will direct any participant in treatment to verify benefits through the new vendor and to contact their human resources director. Interface will also notify the participant's provider of the termination of services, revoke any unused sessions and direct the provider to verify benefits through the new vendor. Interface will not assume any financial responsibility for services that take place after the date of termination.

AGREED TO AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

**JEFFERSON COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

**INTERFACE BEHAVIORAL HEALTH**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

\*This agreement is not valid unless signed by both **JEFFERSON COUNTY** and Interface Behavioral Health.



## IN-SERVICE FEE SCHEDULE

The following fee schedule applies to services requested and approved by the employer beyond those included under the monthly PEPM based on the size of the employer.

Employee Orientation Meetings	\$100.00	per hour
Supervisory Training	\$150.00	per hour
DOT Training	\$175.00	per hour
Critical Incident Stress Debriefing – over 24 hour response	\$200.00	per hour
Critical Incident Stress Debriefing – less than 24 hour response	\$300.00	per hour
Wellness Seminars	\$150.00	per hour
Multilingual Services* in addition to the hourly rate of the services requested	\$125.00	per hour
Health Fairs	\$75.00	per hour
Substance Abuse Professional Assessments	\$700.00	per evaluation

Charges for travel expenses will be based on the hourly rate of the services provided. Cancellations or rescheduling once Interface Behavioral Health secures a provider may result in a charge of the services being provided and/or a deduction of hours from the available hours under contract.



## Embedded Employee Assistance Program (EAP)

With Claimant Assist: Special Help for Disability Claimants and Life Insurance Beneficiaries



### Tackle Absenteeism, Presenteeism, Tardiness, and Low Motivation with Our FREE EAP

When you choose NIS for your Medical, Dental, Life, Disability, and/or Vision Insurance, you are eligible to receive our FREE EAP and Claimant Assist. Your covered employees, disability claimants, and Life Insurance beneficiaries can receive no-cost, confidential help for a wide variety of needs and concerns.

- Alcohol or Drug Addictions
- Anxiety
- Childcare
- Depression
- Eating Disorders
- Eldercare
- Family Conflict
- Financial or Legal Concerns
- Marital Difficulties
- Parenting Concerns
- Problem Gambling
- Relationship Problems
- Stress Management

### How the EAP Works

The EAP telephone lines are available 24/7 - no one is sent to an automated system. Each call is answered by a masters-level clinician who manages each case from beginning to end, including follow-up. Solutions may include

meeting with a mental health counselor for up to three face-to-face visits, as well as referrals to community resources, attorneys, childcare, eldercare, or financial services.

For medical or mental health care issues, the EAP can help find a provider or specialist within the employee's network.

### Claimant Assist

At no charge to NIS customers, this program offers guidance and counseling services to Long Term Disability claimants, their immediate family members and/or Life Insurance beneficiaries. Participants receive access to masters-degreed counselors 24/7, up to three in-person sessions, legal assistance, financial consultation, childcare and eldercare referrals, and memorial planning assistance (for Life Insurance beneficiaries).

### Virtual Fitness

Improve employee health and wellness with TELUS Health Fitness, a virtual fitness platform that is included in the EAP. TELUS provides employees with an easily accessible, effective, and affordable way to reach their fitness goals anytime, anywhere for better health and well-being.

Employees can work out on their own with personalized programs and access coaches if they have questions, or choose to work out under the live supervision of a coach online, in 1-1 personal or group sessions.

According to TELUS Health, 79% of callers indicated that their work performance had improved as a result of contacting the EAP

### Your EAP Service Provider



TELUS Health is one of the world's largest Employee Assistance Program (EAP) providers. With nearly five decades as an EAP market leader, TELUS Health's approach is focused on innovation and client service excellence. In recent years, it has developed a broad range of clinically-sound digital delivery channels including video counseling, First Chat, and an award winning app, TELUS Health One.