

Special, 6/16/2026 10:30:00 AM

BE IT REMEMBERED that on June 16, 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 (ABSENT)

Absent

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk (ABSENT)

Trudy Grinnell, Chief Deputy

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

Notice of Meeting and Agenda
June 16, 2026

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
June 16, 2026**

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

9:45 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting would have a detrimental effect on the Commissioners Court in negotiations with a third party.

10:00 a.m. – Announcement of a Workshop to consider remedial measures for termite damage identified in 2nd floor Courtrooms.

Jefferson County provides the opportunity for the public to view the Commissioner's Court meeting with the following options:

View live with audio from the County Webpage:

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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 26-034/CG) Term Contract for Asphalt Products for Jefferson County.

SEE ATTACHMENTS ON PAGES 11 - 75

Motion by: Alfred

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (b).Consider and approve award, execute, receive and file an Engagement Letter for Request for Proposal (RFP 26-014/CG), Auditing Services for Jefferson County to Pattillo, Brown, & Hill, LLP in amount not to exceed \$68,500.00 for year one.

SEE ATTACHMENTS ON PAGES 76 - 87

Motion by: Alfred

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (c).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 26-020/CG) Lease of Properties Acquired as a Result of Buy-Out.

NO ATTACHMENTS

Motion by: Alfred

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (d).Consider and approve Lease Extensions for (RFP 19-032/YS), Lease of Properties Acquired as a Result of Buy-Out for five (5) additional years from July 5, 2026 to July 4, 2031, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 88 - 88

Motion by: Alfred

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

Notice of Meeting and Agenda
June 16, 2026

- (e). Consider and approve, execute, receive and file Agreement (26-035/MR) with ECM Today for Election Document Management & Voter Registration Services for the Tax Assessor's Office from August 1, 2026 to September 30, 2027 in the amount of \$14,461.00 for the period of August 1, 2026 to September 30, 2026 to include implementation, testing, training, conversion and hardware and \$12,168.00 for the period of October 1, 2026 to September 30, 2027. This has been reviewed and approved by the MIS Department.

SEE ATTACHMENTS ON PAGES 89 - 102

Motion by: Alfred

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (f). Consider and approve, execute, receive and file Customer Rate Change Request with Entergy and Jefferson County for the following locations: 709 Lakeshore Drive, Port Arthur, TX and 3900 Highway 82, Port Arthur, TX. This will allow these locations to receive annual savings based upon each site annual usage.

SEE ATTACHMENTS ON PAGES 103 - 108

Motion by: Alfred

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (g). Consider and possibly approve the sale of salvage property shelving from the Jefferson County Clerk to the Newton County Clerk as authorized by Local Government Code §263.152 (a) (1) in the amount of \$10.00.

NO ATTACHMENTS

Motion by: Alfred

Second by: Erickson

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 109 - 116

Notice of Meeting and Agenda
June 16, 2026

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

COUNTY AUDITOR:

- (a).Consider and approve budget transfer – Road & Bridge Pct. 4 – additional cost for equipment repairs.

SEE ATTACHMENTS ON PAGES 117 - 117

114-0405-431-4018	ROAD MACHINERY	\$9,000.00	
114-0402-431-3016	CHEMICALS, SPRAYS, ETC.		\$9,000.00

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

- (b).Consider and approve budget transfer – Voter Registration – purchase of new imaging and document management system.

SEE ATTACHMENTS ON PAGES 118 - 118

120-1031-415-6053	COMPUTER SOFTWARE	\$11,778.00	
120-1031-415-5077	CONTRACTUAL SERVICE		\$11,778.00

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

- (c).Consider and approve budget transfer – Sheriff – cost of repairs to fence at Narcotics Hangar.

SEE ATTACHMENTS ON PAGES 119 - 119

120-3059-421-6014	BUILDINGS AND STRUCTURES	\$9,500.00	
120-3059-421-5077	CONTRACTUAL SERVICE		\$9,500.00

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

- (d).Consider and approve electronic disbursement for \$240,893.56 for land purchase located at 20245 Hwy 90.

NO ATTACHMENTS

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (e).Receive and file closing documents for land purchase located at 20245 Hwy 90.

SEE ATTACHMENTS ON PAGES 120 - 136

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (f).Consider and approve agreement with Bruce Gregory to provide relief magistrate duties for the Criminal Courts of Jefferson County effective June 16, 2026.

SEE ATTACHMENTS ON PAGES 137 - 137

Motion by: Erickson

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (g).Regular County Bills – Check #540240 through check #540431.

SEE ATTACHMENTS ON PAGES 138 - 145

Motion by: Erickson

Second by: Sinegal

Abstained: Branick, Erickson, Sinegal, Alfred

Action:

CONSTABLE PRECINCT 1:

- (a).Consider and possibly approve the hiring of Grayson Calcote as a Full Time Deputy Constable with Constable Precinct 1, in accordance with Local Government Code (LGC) 86.011.

SEE ATTACHMENTS ON PAGES 146 - 146

Action: TABLED

CONSTABLE PRECINCT 8:

- (a).Consider and possibly approve the hiring of Kenneth Breakfield as a Reserve Deputy Constable with Constable Precinct 8, in accordance with Texas Local Government Code (LGC) 86.011.

SEE ATTACHMENTS ON PAGES 147 - 147

Motion by: Sinegal

Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

COUNTY AIRPORT:

- (a).Consider, possibly approve and authorize the County Judge to execute a lease Agreement between Jefferson County and the State of Texas Military Department for use of airport property for a Readiness Center pursuant to Sec. 379.004(12), (23).

SEE ATTACHMENTS ON PAGES 148 - 152

Motion by: Alfred

Second by: Erickson

Abstained: Branick, Erickson, Sinegal, Alfred

Action:

COUNTY COMMISSIONERS:

- (a).Consider and possibly approve reappointments of the following members of the Board of the Jefferson County Housing Finance Corporation for additional 2-year terms:

Jeff R. Branick

Kaprina Frank

Dawanna L. Jones

Ronnie Anderson

Matthew Cook

NO ATTACHMENTS

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a).Execute, receive and file Pipeline Permit 06-P-26 between Jefferson County and Low Carbon Logistics CCS Transport LLC, for the purpose of installing a Pipeline for the distribution of CO2 and a Fiber Optic Control Line. This project is located in Jefferson County, Texas in Precinct#1.

SEE ATTACHMENTS ON PAGES 153 - 178

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, Erickson, Sinegal, Alfred

Action: APPROVED

- (b).Consider and possibly approve a Plat of Pillowkase Acres, Lot 1 and Lot 2, 24.03 Acres of Land, Part of the Mrs. P.J. Chiles Survey, Survey A-550 and the N.F. Chambers Survey, A-774, Jefferson County, Texas. This plat is located on Old Sour Lake Road in Precinct #1. This plat is not in any ETJ and has met all of the Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 179 - 179

Motion by: Alfred

Second by: Sinegal

In Favor: Branick, 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.

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
June 16, 2026

Special, June 16, 2026

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 16, 2026.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593

FAX: (409) 835-8456

LEGAL NOTICE

Advertisement for Invitation for Bids

June 16, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 26-034/CG), **Term Contract for Asphalt Products for Jefferson County** 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: Term Contract for Asphalt Products for Jefferson County
BID NUMBER: IFB 26-034/CG
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, July 22, 2026
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytexas.gov. If no contact within 72 hours, please contact Deborah Clark, Purchasing Agent at 409-835-8593, or by email at deb.clark@jeffersoncountytexas.gov.

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

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

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

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

The Examiner:

June 18, 2026 & June 25, 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 in its entirety.

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

price cannot be determined, such as with vague wording that may include “price in effect at the time of delivery,” and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

supplier(s).

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

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

Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

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

Email: treed@ephcc.org

San Antonio MBDA Business Center

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

San Antonio, TX 78207

210-458-2480

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

Email: Jacqueline.jackson@utsa.edu

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

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

Dallas/Fort Worth District Office

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

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

Email: dfwdo.email@sba.gov

El Paso District Office

211 N. Florence St, Ste. 201

El Paso, TX 79901
 915-834-4600
 Website: <https://www.sba.gov/district/el-paso>
 Email: lee.vega@sba.gov

Houston District Office

8701 S. Gessner Dr, Ste. 1200
 Houston, TX 77074
 713-773-6500
 Website: <https://www.sba.gov/district/houston>
 Email: houston@sba.gov

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E
 Harlingen, TX 78550
 956-427-8533
 Website: <https://www.sba.gov/district/lower-rio-grande-valley>
 Email: lrgvdo.email@sba.gov

San Antonio District Office

615 E. Houston St, Ste 298
 San Antonio, TX 78205
 210-403-5900
 Website: <https://www.sba.gov/district/san-antonio>
 Email: sado.email@sba.gov

West Texas District Office

1205 Texas Ave, Room 408
 Lubbock, TX 79401
 806-472-7462
 Website: <https://www.sba.gov/district/west-texas>
 Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

P.O. Box 13528
 Austin, TX 78711
 512-463-5872 or 888-863-5881
 Website: <https://comptroller.texas.gov/purchasing/vendor/hub>
 Email: statewidehubprogram@cpa.texas.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet **(in its entirety.)**

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, July 22, 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. If no response in 72 hours, please contact **Deborah Clark, Purchasing Agent**, via email at deb.clark@jeffersoncountytexas.gov. The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Monday, June 29, 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

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

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. **MULTIPLE VENDOR AWARD.**

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

7. **DELIVERY.**

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

8. **PAYMENT.**

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

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

Invoices shall be submitted to:

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

9. **USAGE REPORTS.**

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

10. **INSURANCE.**

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 26-034/CG), Term Contract for Asphalt Products for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersncountytexas.gov Please reference Bid Number: IFB 26-034/CG.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for Asphalt Products for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become part of this contract.

Before award successful bidder must submit third party laboratory testing to prove the material they are to be awarded meets Jefferson County specifications.

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

The County shall reserve the right to waive bid formalities, to reject any or all bids, to award the contract to multiple bidders, to award material by line item or by Precinct by line item, and to award to the bidder or bidders making the offer most beneficial to the County. Jefferson County reserves the right to cancel this contract with 15 days' written notification.

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

F.O.B. point shall be strictly as indicated on bid blanks. Rail delivery material, if applicable, shall be quoted F.O.B. shipping point with separate rate for prepaid rail delivery to the various points in Jefferson County. Truck delivery material shall be quoted F.O.B. Jefferson County delivery zones, as required, with delivery prepaid. Bidder bears freight charges. **Bidder shall supply material from the location closest to the County project site.** Hopper pickup material, if applicable and other shipping point purchases shall be quoted F.O.B. trucks, shipping point, with freight for the County's account.

LOAD LIMITS. Any vehicle used to deliver materials shall comply with the State law concerning the gross weight of such vehicle load, unless authorized by permit to exceed the legal weight.

The County shall reserve the right to reject the bid of any bidder who does not have certified scales, which shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales and weigh tickets for each truck shall be presented at time of delivery. Reference is made to TXDOT Standard Specifications for measurement of the various items bid. For those items which require measurement by the ton of 2000 pounds dry weight or require a not-to-exceed moisture and/or light hydrocarbon volatiles content in the mixture, the bidder shall determine at the time of weighing, the amount of moisture and/or light hydrocarbon volatiles to be deducted from the net weight to determine the quantity of actual material for which payment is to be made.

Alternate bids are not solicited. **Add nothing to this bid;** unsolicited attachments may be discarded and have no bearing on this bid.

If a problem develops with Asphalt Products during the year, samples shall be taken by a third party laboratory representative in the presence of representatives from both the County and the successful bidder. If the results of such test reveal the samples submitted do not meet the specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Jefferson County's specifications. If the results of the test reveal the samples submitted meet Jefferson County's specification, the County will bear the cost of the test.

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries.

Quantities to be purchased will be on an as-needed basis and may be affected by weather conditions or available funds. The County's previous annual purchases of Asphalt Products are listed below.

Asphaltic Products	Annual Quantity Purchased 2025
Grade CRS-2 Emulsion	83,379 gallons
Grade SSI	936 gallons
Grade AE-P	223 gallons

These figures are shown solely as basis for bidders to determine the past history of these items, and do not imply any promise that these quantities will be purchased.

Materials shall be measured by gallon, as indicated on the bid blank.

Provide quote for each type of asphalt product requested for all three deliver methods described below. It will be the decision of each Jefferson County Precinct as to which delivery method and how much asphalt product is to be purchased on a case by case basis.

1. For direct pickup at the bidder's asphalt storage/production facility. Oil to be transferred into Jefferson County Precinct tanker truck transport. Price for asphalt product pickup shall be quoted as price per gallon.
2. Delivery via bidder's transport tanker truck to onsite Jefferson County Precinct 3 storage tank at Port Arthur Service Center. Price delivery to the delivery point shall be price per gallon.
3. Delivery via bidder's transport tanker truck to various project locations in the field within the Precincts. Material will be transferred from the bidder's transport tanker truck to a Precinct tanker truck. Price for delivery to each of the four (4) County delivery points listed below shall be price per gallon.

Precinct 1	Various Project locations within the Precinct
Precinct 2	Various Project locations within the Precinct
Precinct 3	Various Project locations within the Precinct
Precinct 4	Various Project locations within the Precinct

Texas State Department of Transportation Standard Specification (2014), with any exceptions noted below, shall define the materials in this specification.

If after bid award is made, vendor is unable to supply Jefferson County with materials ordered, vendor shall fax a letter within two (2) hours of request stating why the material cannot be delivered. Jefferson County will then be able to go out on the open market for the materials that are needed until the vendor faxes another letter informing the County the materials are available again.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

For clarification of this offer, contact:

Company Name

Address

Name & Title

City

State

Zip

Phone

Fax

Signature of Person Authorized to Sign

E-mail

Printed Name

Title

REQUIRED FORM

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Asphalt products for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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 26-034/CG, Term Contract for Asphalt Products for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

I. Asphalt Products – Direct Pick Up at Vendor’s Asphalt Storage/Production Facility		
1. Grade CRS-2 Emulsion	\$ _____	Per gallon
2. Grade SS-1	\$ _____	Per gallon
3. Grade SS-1H (Trackless Tack)	\$ _____	Per gallon
4. Grade AE-P	\$ _____	Per gallon
Vendor’s Shipping Point Address:		
Hours of Hopper Operation:		

II. Asphalt Products – Delivery to Precinct 3 Storage Tank, Port Arthur Service Center		
1. Grade CRS-2 Emulsion	\$ _____	Per gallon
2. Grade AE-P	\$ _____	Per gallon
Vendor’s Shipping Point Address:		
Hours of Hopper Operation:		
Delivery and Return Charge for Tanker:		

III. Asphalt Products – Delivery to Project Location (Location will vary)		
1. Grade CRS-2 Emulsion	\$ _____	Per gallon
2. Grade SS-1	\$ _____	Per gallon
3. Grade SS-1H (Trackless Tack)	\$ _____	Per gallon
4. Grade AE-P	\$ _____	Per gallon
Vendor’s Shipping Point Address:		
Hours of Hopper Operation:		
Delivery and Return Charge for Tanker:		
Additional Mileage Cost		

REQUIRED FORM

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

(Bid Form cont.)**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.**

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

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

CONFLICT OF INTEREST QUESTIONNAIRE

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

Adopted 8/7/2015

REQUIRED FORM

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

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

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

Adopted 8/7/2015

THIS FORM IS FOR
OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

☐ Yes ☐ No

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

Did the Prime Contractor/Consultant . . . ?

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

**If “No” was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

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

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.**

HUB Subcontractor Disclosure

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

☐ No

Description of Subcontract Work to be Performed:

PAGE 59 OF 64

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

REQUIRED FORM

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

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

SENATE BILL 252 CERTIFICATION

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

Company Name

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

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

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

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20____.

REQUIRED FORM

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

Notary Public in and for
the State of _____



June 3, 2026

Jefferson County, Texas
Attention: Fran Lee
1149 Pearl Street, 7th Floor
Beaumont, Texas 77701

Commissioners Court and Management:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas (the "Entity"), as of September 30, 2026, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Entity's basic financial statements as listed in the table of contents.

In addition, we will audit the Entity's compliance over major federal and state award programs for the period ended September 30, 2026. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the Entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque



Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension and other postemployment benefit related information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Schedules.
- Schedule of Changes in Net Pension Liability and Related Ratios.
- Schedule of Pension Contributions.
- Schedule of Changes in Net Other Post Employment Benefit (OPEB) Liability and Related Ratios.
- Schedule of OPEB Contributions.

Supplementary information other than RSI will accompany the Entity's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining Statements and Schedules.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section.
- Statistical Section.

Schedule of Expenditures of Federal and State Awards

We will subject the schedule of expenditures of federal and state awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal and state awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200 and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the audit requirements of the *State of Texas Uniform Grant Management Standards* (UGMS) or *Texas Grant Management Standards* (TxGMS).

As part of an audit of financial statements in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risks during our audit to date that require special audit consideration:

- Management override of controls is considered an inherent risk according to GAAS.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Entity's basic financial statements. Our report will be addressed to those charged with governance of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Entity's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and UGMS or TxGMS which will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and UGMS or TxGMS and other procedures we consider necessary to enable us to express such an opinion on major federal and state award programs compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and UGMS or TxGMS requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and UGMS or TxGMS will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made

by a reasonable user of the report on compliance about the Entity's compliance with the requirements of the federal and state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* and UGMS or TxGMS for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and UGMS or TxGMS.

Also, as required by the Uniform Guidance and UGMS or TxGMS, we will obtain an understanding of the Entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and state programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally and state funded activities;
5. For preparing the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and UGMS or TxGMS;

6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the Entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the Entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report, if one is issued. This document would include more than an annual comprehensive financial report (ACFR) or annual financial report (AFR) and;
 - e. If applicable, a final version of the annual report, (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.

16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the Entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the schedule of expenditures of federal and state awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance and UGMS or TxGMS, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal and state awards, (c) to include our report on the schedule of expenditures of federal and state awards in any document that contains the schedule of expenditures of federal and state awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal and state awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal and state awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Non-attest Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of the Entity in conformity with U.S. generally accepted accounting principles, the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and UGMS or TxGMS based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. These services are limited to preparing the financial statements, schedule of expenditures of federal and state awards, and related notes of the Entity as previously outlined.

We will not assume management responsibilities on behalf of the Entity. However, we will provide advice and recommendations to assist management of the Entity in performing its responsibilities.

The Entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement is limited to our preparation of the financial statements and related note disclosures and the schedule of expenditures of federal and state awards previously outlined. Our firm in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise with regard to financial reporting, but the Entity must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Engagement Administration, Fees and Timing

We will schedule the engagement based in part on deadlines, working condition, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	October 2026
Mail confirmations	October 2026
Perform year-end audit procedures	January 2027
Issue audit reports	March 2027

Kent Willis is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$68,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or email, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. In addition to fax and email, our firm also exchanges data over the internet using other methods (such as portals) or store electronic data via software applications hosted remotely through a third-party vendor's secured portal and/or cloud.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You authorize us to disclose any and all information you furnish to us in connection with the services provided under this engagement, including audit procedures, to third-party service providers who assist us in fulfilling our professional responsibilities. These service providers may be located within or outside the United States. Such disclosures may include, but are not limited to, confidential financial or investment information necessary to complete assessments or verify valuations. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to

such audit documentation will be provided under the supervision of Pattillo, Brown & Hill's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the Entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, compliance over major federal and state award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Pattillo, Brown & Hill, L.L.P.

Kent Willis

Kent Willis, CPA
Waco, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Jefferson County by:

Name: _____

Title: _____

Date: _____

[Signature]
County Judge
06/16/2026



ATTEST
DATE

Rudy Ginnell
6/17/2026

Report on the Firm's System of Quality Control

December 12, 2025

To the Partners of Pattillo, Brown & Hill, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including compliance audits under the Single Audit Act; an audit of an employee benefit plan; and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP in effect for the year ended May 31, 2025, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pattillo, Brown & Hill, LLP has received a peer review rating of *pass*.

Ericksen Krentel, LLP

Certified Public Accountants

ATTACHMENT A

RFP 21-027/YS

Lease of Properties Acquired as a Result of Buy Out

Award Date: July 6, 2021

Proposal Item Number	Property ID Number	Address	Address	City, State	Zip code	Legal Description	Latitude	Longitude	Proposed Annual Lease Amount in Dollars	Proposer
5	147	1291	Hillebrandt	Beaumont, TX	77705	Lot 38, Block 1, Hillebrandt Acres Abstract 26 Tract 119 M Grange Abstract 029250	29.93041	-94.11799	\$50.00	William Dean Stratton 13374 Maverick Lane Hamshire TX 77622 (409)659-6428 williamdeanstratton64@gmail.com
26	37	11309	Country Lane Rd	Beaumont, TX	77705	7 5 Country Road Est Sect 1 Abstract 014852	29.91692	-94.09401	\$20.00	Otto S. Phillips, Jr. 19865 Big Hill Road Beaumont TX 77705 (337)802-0119 (409)728-3398 philli4@yahoo.com
27	55	11345	Country Lane Rd	Beaumont, TX	77705	6 5 Country Road Est Sect 1 Abstract 014852	29.91659	-94.09393	\$20.00	Otto S. Phillips, Jr. 19865 Big Hill Road Beaumont TX 77705 (337)802-0119 (409)728-3398 philli4@yahoo.com
29	110	11369	Country Lane Rd	Beaumont, TX	77705	Lot 5, Block 5 Country Road Estates Section 1 Abstract 014852	29.91669	-94.09578	\$20.00	Otto S. Phillips, Jr. 19865 Big Hill Road Beaumont TX 77705 (337)802-0119 (409)728-3398 philli4@yahoo.com
31	50	11506	Sweetgum Ln	Beaumont, TX	77705	8 5 Country Road Est Sect 1 Abstract 014852	29.91672	-94.09493	\$20.00	Otto S. Phillips, Jr. 19865 Big Hill Road Beaumont TX 77705 (337)802-0119 (409)728-3398 philli4@yahoo.com
37	23	11248	Kenner Rd	Beaumont, TX	77705	Lot 18 Hillebrandt Heights Unrec. Sec 3 Abst 029300	29.91804	-94.09244	\$10.00	Brenda Casinero 11254 Kenner Road Beaumont TX 77705 (903)239-1850

Jefferson County, TX

Election Document Management & Voter Registration Services v5

Jefferson County, Texas

Alicia Monk - Voter Registration Manager
Jefferson County Tax Office
1085 Pearl St.
Beaumont, Texas 77701

Date: 06.2.26

ECM Today!

Casey McClellan
1999 Gulfmart #507
San Antonio, TX 78217
m. 917.922.4215

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ADDENDA – Provided Separately

- Addendum A: ECM Today & Document Data Management
- Addendum A1: The Complete Election Records Management System v10
- Addendum B: EDV Security Info Graphic
- Addendum C: EDM-EDV Backfile Processing Diagram
- Addendum D: ImageSilo Product Sheet
- Addendum E: SCAN Quick Reference Guide
- Addendum F: IMPORT Quick Reference Guide
- Addendum G: EDV Quick Reference Guide QRG v1
- Addendum H: Digitech Systems – ImageSilo (aka EDV) – Buyers Lab Product Review

This Agreement between Jefferson County (the County), located at 1058 Pearl St, Beaumont TX 77701 and ECM Today! (ECM-T), with offices at 1999 Gulfmart #507, San Antonio TX 78217, is for designing, configuring, & implementing a Cloud Election Document Management System & Election Document Vault (EDM-EDV) for Voter Registration (VR) powered by Digitech Systems Inc. The Election Document Management (EDM) system is designed to include Elections & BBM Document Management services as needed. A separate proposal for those services will be provided upon request. This agreement is for August 1, 2026 through September 30, 2027. See T&C p.12.

This document provides Objectives, ECM-T and County requirements, System Set-up information, Procedures for Ongoing Image Capture and Processing, Specifications and Functionality of the Voter Registration Records Vault (BBM Records, and Election Records Document Vault information is included for reference). Also included are TEAMS Integrations, Election Document Management Processing Tools & Utilities, a High-Level Timeline, Pricing & Payment terms, Terms & Conditions, and Acceptance page. Addenda are provided in an separate document:

- A. Addendum A: ECM Today & Document Data Management
- B. Addendum A1: The Complete Election Records Management System
- C. Addendum C: EDM-EDV Backfile Processing Diagram
- D. Addendum D: ImageSilo Product Sheet
- E. Addendum E: SCAN Quick Reference Guide
- F. Addendum F: IMPORT Quick Reference Guide
- G. Addendum G: EDV Quick Reference Guide QRG v1
- H. Addendum H: Digitech Systems – ImageSilo (aka EDV) – Buyers Lab Product Review

Objectives

Improve document security and processing efficiency by implementing a Cloud Election Document Management System utilizing an advanced Capture / Image Processing application and Comprehensive Electronic Election Document Management application with a Voter Records Vault. BBM, Election Records & Campaign Finance Vaults can be added as needed. Digitize and create electronic documents of record of the existing Voter Records files. *For information & videos see our 40+ Election Document Management Functions & Utilities at "ecmtoday.com/SolutionGallery".*

ECM-T and County Requirements

- 1) Capture / Image Processing, Electronic Document and Vault hardware, software and procedures meets TSLRM requirements for creating electronic documents of records from hardcopy documents & Images
- 2) Provide an Autonomous, Standalone, Secure archive of Electronic Documents of Record controlled and owned by the County in perpetuity capable of integration with any future VREMs
- 3) EDM/EDV is a TX-RAMP Certified Cloud application (Texas Risk and Authorization Management Program)
- 4) Provide Document Management utilities and tools that extract, compile, and correlate data from Voter, BBM, & Elections documents to both automate PIR & Audit responses and provide EAVS data with a touch of a button. – *Go to our URL "ecmtoday.com/SolutionGallery"*
- 5) All activity within the Election Document Management system is auditable and trackable throughout the document life cycle
- 6) Provide verified EAVS data linked to supporting documents for EAVS response data, unlike data from TEAMS, VR Systems, or other VREMs which provide often unverified data...

(ECM-T and County Requirements – continued)

- 7) Integrate the Election Document Management system with TEAMS & VR Systems Data to synchronize TEAMS Voter List and Ballot Activity data with your Election Records Vaults at 12p, 8a & 4p.
- 8) The system is software agnostic (interoperable across other systems), to allow for integration with any Voter Registration & Election Management system
- 9) Archive Security – ECM-T and Digitech ImageSilo provide the highest level of security from Image Capture through Image Processing to Image Archive / Retrieval. Documents are archived in both Amazon Web Services 1 (AWS1) on the East Coast and AWS2 on the West Coast - Encrypted in transit and at rest using AES 256 encryption (*See Addendum B - EDV Security Info Graphic*)
 - a) Application Security
 - b) Physical Security
 - c) Data Security
 - d) System Security
 - e) Transmission Security
- 10) ECM Today provides a dedicated Project Manager responsible for meeting the requirements as outlined in this Agreement. The ECM-T Project Manager will work with the County Project Manager to define weekly reporting requirements, milestone charts, progress reports, documentation, and deliverables.
- 11) The system provides the following baseline functionality (not provided by TEAMS, VR Systems, VISTA et al):
 - a) Automated Cancellation Notification & Scheduled Destruction of documents for cancelled Voters
 - b) Secure Cloud Storage with optional local copy of data
 - c) Access to all Archived Docs from within TEAMS, VR Systems or other VREMS.
 - d) Notes Document: Provided for each voter – textual notes can be added and tracked
 - e) Annotations (“Post-It” notes, Redactions, Standard Information Stamps etc.)
 - f) Includes unlimited additional doc types / archives
 - g) Does not require a folder for each Voter - Eliminates Duplicate Folders
 - h) A comprehensive Capture Application replaces Sweep / Sync
 - i) Includes a Verification step pre-archive
 - j) Metadata for Archive docs updated every 8 hours using TEAMS Voter List data
 - k) Custom metadata fields for each Vault and multiple Utilities & Tools to automate processes – *Go to our URL “ecmtoday.com/SolutionGallery”*
- 12) Provide Backfile Digitization Services for hardcopy and existing images in other systems or file servers for conversion and export onto the Election Document Vaults
- 13) ECM-T will import the legacy images with corresponding VUID to your Election Document Vaults as part of ongoing costs. If needed, as a separate project, ECM-T will digitize existing backfile hardcopy for export to the County’s Election Document Vaults. *See Addendum C - EDM-EDV Backfile Processing Diagram.*
- 14) ECM-T provides Training on Request as part of ongoing services
- 15) ECM Today meets all requirements included in this and any subsequent Agreement & Statement (s) of Work.

County Requirements

- 1) Assign a key point of contact for Voter Registrar & a key point of contact for Elections to liaise with ECM-T Project Manager to exchange ideas, project directives, change notices, and other critical communications.
- 2) Provide SQL on an ECM-T Server on the County network
- 3) Provide TEAM reports and access for ECM-T as needed to support the EDM-EDV.
- 4) County provides legacy Document Images with VUIDS to ECM-T for import into the Voter Records EDV

System Set-Up: Capture, Election Document Vaults, Utilities & Tools**1) Capture – SCAN Hardcopy & IMPORT Images from TEAMS & Emails****a) Advanced Capture – Features**

- i) Sonic Double Feed Detection, Blank Page Auto-Delete, Auto-Rotate, Duplex Scanning
- ii) Thumbnails: Re-Order, Rotate, Rescan, Create Docs, Delete/Insert Page
- iii) Break Docs on BC, Page Count, Blank Page, OCR, Patch Code

b) Advanced Image Processing – Utilities

- i) “Sticky Field” – Data repeats for next document until changed
- ii) “Required Field” – Alerts User that a field is Required in order to move to the next Document
- iii) Match and Merge: Db Pulls from Voter List and BBM Activity Report
- iv) Optical Character Recognition (OCR) and Zonal OCR – Available Full-Text indexing
- v) Bar Code Insert Data to Index Fields
- vi) Quik Click Scan – Click on Printed data and insert into Data Field
- vii) Process SOR, Provisional, Limited documents to both Voter Records and Election Records

2) Election Document Vaults - See Addendum D – ImageSilo Product Sheet**a) Voter Records – 19 Metadata Fields**

- i) Voter List – VUID Pulls: Name, DOB, PCT, EDR, Status Code, Status Date, City, School, District
- ii) Drop Down / OCR: Doc Type, TDL, SSN
- iii) Other Fields: VUID, Voter Returned, USPS Returned, Date Created, Batch Name, Doc ID

b) BBM Records – 22 Metadata Fields

- i) BBM Activity Rpt. (BBM FPCA)-VUID Pulls: Name, App Status, DOB, Party, Status, Precinct, City
- ii) Manual / Drop Down / OCR: Doc Type, Annual ABBM, ABBM Reason, Election Type, TDL, SSN
- iii) Other: VUID, Voter Returned, USPS Returned, FPCA Mil., Date Created, Batch Name, Doc ID

c) Election Records – 11 Metadata Fields

- i) OCR: Election Name, Election ID, Polling & Central Count Location, PCT, Doc Category, Doc Date, County
- ii) Bar Code: Document Type
- iii) Other: Date Created, Batch Name, Doc ID

(System Set-Up – continued)

Sample Vault Set-Up Table For Voter Records

EDV #	Description	Entry	Field Type	Sticky	Required	Notes
1	VOID	BC - Man	Numeric	No	Yes	RPA Moves Voter List (VL) to MM
2	Name	Db Pull	Text	No	Yes	VL MM Last, First Middle
3	DOB	Manual	Date	No	No	mm/dd/yyyy
4	Precinct	Db Pull	Text	No	No	VL Db Pull
5	Doc Type	Drop Down	Text	Yes	Yes	Drop Down <i>See Below</i>
6	Voter Returned	Manual	dd/mm/yyyy	No	No	Enter Date when returned to EA
7	USPS Returned	Manual	dd/mm/yyyy	No	No	Enter Date when returned to EA
8	TDL	Manual /ZOCR	Numeric	No	No	From DPS or Manual
9	SSN	Manual /ZOCR	Manual	No	No	From DPS or Manual
10	EDR	Db Pull	m/dd/yyyy	No	No	Effective Date of Registration - VL Db Pull
11	Status Code	Db Pull	Text	No	No	Specific Docs
12	Status Date	Db Pull	Text	No	No	Specific Docs
13	Phone	Manual /ZOCR	Phone	No	No	From DPS or Manual
14	City	Db Pull	Text	No	No	VL Db Pull
15	School	Db Pull	Text	No	No	VL Db Pull
16	District	Db Pull	Text	No	No	VL Db Pull
17	Batch Name	Sys	TBD	Yes	Yes	ECM-T - Populated at export to EDV
18	Doc ID	Sys	Number	No	Yes	ECM-T - Populated at export to EDV
19	Creation Date	Sys	Number	No	Yes	ECM-T - Populated at export to EDV

4) Election Document Management Utilities and Tools

- a) **All Election Document Vaults:** Voter Records | BBM Records | Election Records | Campaign Finance
 - i) Signature Save Solution: Select and Save Signature from VR Application during Capture
 - ii) Records Manager: Set Retention Requirements for specific Document Types
 - iii) Document Merge Button: Merge multiple documents in a query result to one multi-page pdf
 - iv) EDV Global Data Modification Tool: Select and change Index Fields for Multiple Documents
- b) **Voter Records** – Uses the TEAMS Voter List for Index Automation
 - i) VOID Bar Code Print Utility
 - ii) Cancellation/Destruction Utility – Auto Flag & Schedule cancelled docs ready to destroy in set time
 - iii) Voter List SQL Import Utility – Automates Indexing – Moves VL from Import Folder to SQL
 - iv) VR EDV Refresh Tool: Voter Record Metadata updated w/ TEAMS data using most recent VL
 - v) VR Splitter Utility processes individual VR cards into the Election Document Vault
- c) **BBM Records** - Uses the TEAMS BBM Activity Report for Index Automation
 - i) VOID Bar Code Print Utility
 - ii) BBM Activity Report (BAR) SQL Import Utility–Automates Indexing - Moves BAR to SQL
 - iii) BBM EDV Refresh Tool: BBM Record Metadata updated with TEAMS data using most recent BAR
 - iv) BBM Label Utility – Create multiple Address Labels w/ VOID, Election Name, Precinct, Ballot Style
 - v) ABBM Dupe Tool: Duplicate ABBM for Multiple Elections
 - vi) ABBM Tracking Tool: Automated Address & VOID Labels – Track Date / Time mailed

*(Election Document Management Utilities and Tools – continued)***d) Election Records**

- i) Create Excel Tables for Audit Reports from Document Search Results
- ii) Separator Creator Utility – Create OCR readable cover sheets to automate indexing
- iii) Merge Button: Select Docs in Search result & Merge to a Multi-page PDF
- iv) EDV Global Modification Tool: Select and change Index Fields for Multiple Documents
- v) Digitization Services – On-Site & Off-Site to process Election Records into the Vault

Procedures for Ongoing EDM Services - Image Capture / Processing

Detailed User Guides provided as part of the training may supersede these procedures - See Addenda E, F, G

- 1) Capture: SCAN: Batch Scanning – Documents separate automatically and insert VUID as Index data (Quick Click Scan or manual for documents without TEAM VUID bar code) – *See Addendum E: SCAN Quick Ref Guide*
 - a) In PaperFlow, create Batch using a “SCAN - ...” job
 - b) 200-300 dpi b/w, color – pdf – Group IV Compression – Backfile digitization will utilize software that detects b/w or color automatically. (Set for Optimal image quality)
 - c) Scan into Batch created in Step 1
 - d) All documents inserted into scanner
 - e) Scan documents into PaperFlow Capture for processing
- 2) Capture: IMPORT: DPS-TOA / Outgoing Notices – *See Addendum F: IMPORT Quick Reference Guide*
 - a) For DPS documents, print to download folder as PDF. For Notices and other TEAMS Docs, create Batch Print File in TEAMS - Print to Download folder as multi-page PDF
 - b) In PaperFlow, create a Batch using a “IMPORT...” job
 - c) Select and Drag files from Download folder to Batch created in Set-Up 1) or Click “Open” to move images into the Capture application for processing
 - d) Documents are now in the Capture application, PaperFlow, for processing
- 3) Capture: Process / Index / Verify – *These steps are the same for both Scanned and Imported documents*
 - a) Auto-Processing steps are defined by the job and may include:
 - i) Image Process – Optimizes legibility – De-speckle, de-skew, enhance contrast
 - ii) Document Separation – On Bar Code or Page Count (Note: Can be manually separated at Index Step)
 - iii) VUID Bar Code Read – Insert data in VUID Field
 - iv) Auto-processing is also used on Indexing

(Procedures – continued)

- b) Indexing
 - i) Confirm Separation
 - ii) Re-Order pages as needed
 - iii) Rotate docs if required
 - iv) Use F5 to pull individual doc MM data or use Batch MM
 - v) Confirm separation and MM completion
 - vi) Use Doc Type Drop Down – Only need to choose for 1st document of each to Doc Type
 - c) Export Batch to EDV
- 4) Verification in Election Document Vaults – Using the Capture Batch #, review & verify each doc in the Batch

Election Document Vault (EDV) – Powered by ImageSilo a Digitech Systems Product
--

Our Cloud Election Document Management (EDM) service, powered by Digitech Systems' ImageSilo application, provides secure cloud-based Elections Records Management and Archiving to the County in the event that your network becomes compromised, or your facility becomes unusable. We create an Autonomous, Standalone, Secure archive of Electronic Documents of Record controlled and owned by your County in perpetuity with fast & easy access to your documents from TEAMS, VR Systems, or any other application.

Users can search by any field or combination of fields. With the proper permissions, the user can email or grant access to specific documents and can annotate or attach notes to documents. All access is auditable and trackable. Your documents are archived in a non-proprietary format. You have sole control of your documents. Your documents cannot be accessed by anyone outside your organization without your permission.

This service Integrates access to your Election Records with a secure Copy and Paste function providing quick, audited access to your records without giving direct access to TEAMS, VR system, or other applications.

Please see the Addenda for additional information about ImageSilo and the Election Document Vaults.

- Addendum A: ECM-T Document Data Management a Necessary Complement to TEAMS, VR Systems Et al.
- Addendum B: Illustrates how ECM-T and Digitech provide Security for County Documents;
Application Security / Physical Security / Data Security / System Security / Transmission Security
- Addendum C: The Image Silo Technical Specifications sheet provides information for County IT staff
- Addenda E, F, G : ECM-T provides customized Quick Reference Guides to each county showing the County's Users how to access Voter Records in ImageSilo, the Election Document Vault, and use the many functions such as annotations, textual notes, duplicating documents, sharing, & emailing.
- Addendum H: Digitech Systems – ImageSilo (used to power the EDV) – Buyer's Lab Inc. Product Review. In 2024, Buyers Lab Inc., an independent testing organization, gave ImageSilo as a Platinum rating as best overall Cloud Document Management system.

TEAMS Integrations

- 1) Creating Voter Lists and BBM Activity Reports and saving them to a SQL Db to automate Indexing and provide auto-refresh of archive metadata
- 2) Updating the County's Election Document Vaults metadata using Voter Lists & BBM Activity Reports
- 3) Pull BBM address data from TEAMS and create BBM Mailing Labels with Bar Code VUID, Election Name, Ballot Style, and Precinct(s)
- 4) Pull Voter List address data for ABBM tracking utility
- 5) Retrieval of Docs while in TEAMS or VR systems through copy & paste "Image Enabling" - providing quick, audited access to your records without giving direct access to TEAMS, VR system, or other applications.
- 6) EDV Data Refresh & Records Management: Status Code and other metadata from Voter List – EDV Status code can be refreshed each evening using the Voter List MM dataset. If a cancel code is pulled, a 24 Month clock is started at the end of which the system administrator will be asked if the documents associated with the cancelled VUID should be deleted from the EDV.

High Level Timelines

We will add detail to this high-level timeline as part of the project kick-off.

Election Document Management – Voter Records, BBM Records, Election Records Vaults

Prep	Project kick-off – Process and Procedures finalized – County IT Set-up Dependency – County IT confirm SQL Set-Up, Scan Workstations meet specifications. ECM-T has admin permissions or County IT on-site
Day 1	Capture Work Station(s) software installed, configured – Scanners installed and configured - EDV Mapped – System Tested
Day 2-3	Install Completed & Training: Document Prep - Scanning and Import – Image Processing – Document Retrieval
Day 3-4	Go Live and Additional Training

Pricing and Payment Terms

See tables on next page for pricing details.

1st Year \$14,261.00 2nd Year \$12,168.00

\$5,850.00	One Time EDM-EDV Set-Up: Analysis-Assessment, Design, Configuration, Define Security Parameters, Implementation, Internal Testing, UAT Testing, Training and Documentation, User Acceptance Testing, Roll-Out – 2 Capture Stations, 4 EDM Users
\$2,028 (1st Yr) 8/1/26 – 9/30/26 \$12,168 (2nd Yr) 10/1/26 – 9/30/27	Aug 1, 2026 – Sept 30, 2027 - Annual EDM-EDV System Fees 22% New User Discount: Includes all Hardware & Software for the Image Capture and Processing, the Election Document Management System and the Election Document Vault. Includes all Upgrades, Maintenance and Support. Includes User Support and Ongoing Training on Request Up to 400GB Under Management
\$2,483	\$1,299 – 1 Epson DS-970 II Color Duplex Document Scanner - 85 ppm / 170 ipm - 100 Sheet ADF - 10,000 Sheet daily Duty Cycle — 3 Year Next-Business-Day Whole Unit Exchange \$899 – 1 Epson DS-970 II Color Duplex Document Scanner – 65 ppm /130 ipm - 100 Sheet ADF - 8,000 Sheet daily Duty Cycle - 3 Year Next-Business-Day Whole Unit Exchange \$285 - 3 iDPRT SP310 Label Printers
\$3,900	FileBound Voter Records Conversion & Clean-Up for Upload to VR Records Vault -Upload of FileBound Images into the Voter Registration Vault - Each Image file name will include a VUID. Includes Verification & Indexing w/ Voter List Data - ECM-T will remove docs for cancelled VUIDS and other docs identified for deletion by The County prior to upload.

Payment Terms

- The County is Tax Exempt
- Due at Signing
- Pricing Includes include travel, shipping, handling
- Invoices payable upon receipt
- Project increase of 7% each contract period

Other Professional Services Hours: \$195 per Hour

- Add EDV Projects and Capture Jobs
- Modify existing Projects and Capture Jobs
- Modify existing implementation due to future changes in the County's network or TEAMS application
- Add Electronic Workflows or other Election Document Management functionality

Pricing Detail

	8/1/26 - 9/30/26	10/1/26 - 9/30/27
One-Time Set-Up Implementation, Testing, Training (25% Discount)	\$5,850.00	NA
Ongoing Image Capture & EDV Support & Mgmt (22% New User Discount)	\$2,028.00	\$12,168.00
Hardware - Scanner & Label	\$2,483.00	NA
FileBound Conversion and Export to Voter Records Vault	\$3,900.00	NA
Totals	\$14,261.00	\$12,168.00

Installation, Configuration, Implementation	Hrs.	Rate	One-Time
EDM-EDV Set-Up - Analysis / Assessment - Configure Project Archives - Configure 2 Capture Workstations and Scanners - Set EDM Security Parameters - Set-Up 4 Users - Implementation, Internal Testing - Training, Documentation - User Acceptance Test (UAT) and Roll-out	24	\$195.00	\$4,680.00
TEAMS Integrations - Integrate TEAMS to EDV for doc Retrieval w/in TEAMS - RPA to pull OLRV / Voter List to use in Capture - Utility to refresh of Voter Record Vault with Voter List Data 12m, 8a, 4p	16	\$195.00	\$3,120.00
25% Discount			\$1,950.00
One-Time			5,850.00

Ongoing Image Capture & EDV Support & Mgmt Services	Monthly	Annual
Election Document Capture Services - Scanning and Image Import - 2 Image Capture 120k w/s - Scanning/Image Processing - \$250 User/mo. - Software Support, Maintenance, Upgrades, & Training on Demand	\$500.00	\$4,800.00
Election Document Vault: Archive, Retrieval, & Doc Management Services - 4 Named Users - \$200 user/mo. - Software Support, Maintenance, Upgrades, & Training on Demand Includes 400 GB of Document Images under Management	\$800.00	\$12,000.00
22% Discount		\$2,432.00
Total		\$12,168.00

Hardware	Units	Per Unit	Total
Epson DS-970 II Color Duplex Document Scanner: 65 ppm / 130 ipm - 100 Sheet ADF - 8,000 Sheet daily Duty Cycle - Limited Warranty 3 Year Next-Business-Day Whole Unit Exchange	1	\$1,299.00	\$1,299.00
Epson DS-870 II Color Duplex Document Scanner: 65 ppm / 130 ipm - 100 Sheet ADF - 8,000 Sheet daily Duty Cycle - Limited Warranty 3 Year Next-Business-Day Whole Unit Exchange	1	\$899.00	\$899.00
iDPRT SP310 - Label Printers	3	\$95.00	\$285.00
Scanner Hardware Total			\$2,483.00

(Pricing Detail – continued)

Conversion and Clean-up of FileBound Images w/ VUID	Hours	Per Hour	Total
Upload of FileBound Images into the Voter Registration Vault - Each Image file name will include a VUID. Includes Verification & Indexing w/ Voter List Data - ECM-T will remove docs for cancelled VUIDS and other docs identified for deletion by The County prior to upload.	20	195	\$3,900.00
Total			\$3,900.00

Terms and Conditions

Acceptance of this Agreement is intended to create a legal binding agreement between ECM Today and Jefferson County (Client). This Agreement represents the entire agreement between the parties. Any changes to the terms of this Agreement must be in writing and signed by both parties.

Pricing does not include travel, shipping, handling, or tax unless otherwise specified. Pricing is valid for 60 days from date of proposal. Invoice terms are on receipt. Project Work will be performed Monday through Friday 8 am to 5 pm CST. After-hours support is available for an additional fee.

- This Agreement will be effective August 1, 2026 – September 30, 2027 and will auto-renew in 1 year increments unless cancelled within 30 days of expiration. The Client will be invoiced per the billing schedule and payment terms and conditions
- Project delays resulting from the Client inability to meet agreed-upon responsibilities and deadlines/milestones will impact the timeline of this Agreement and will be considered outside ECM Today's control. Client will be invoiced for all timelines and milestones that are postponed or delayed where ECM Today resources were in place. Delays or missed established SLA's will not impact ECM Today, the project delivery or penalize ECM Today in any way if caused by Client.
- In the event the assistance of Client's 3rd Party vendors is required, Client will make all necessary advanced communications, delivery arrangements and service requests in a manner which will not impact or delay ECM Today in delivering services in this agreement. Delays associated with Client's 3rd party vendors will be billed at ECM Today's time and materials rate per hour.
- The cost herein is based on delivering the services and deliverables as described in this Agreement. Changes to the scope, deliverables and/or assumptions will require a Change Request executed by both parties.
- Services that require weekend or holiday work will be charged at one and a half times (1.5) the normal rate unless otherwise agreed in this Agreement.

Termination

Either party may terminate this Agreement in the event of a breach by the other party or non- performance. However, before exercising its right to terminate, the non-breaching party shall send written notice to party allegedly in breach, describing in what way such party is allegedly in breach. The party claimed to be in breach shall have a reasonable time not to exceed seven (7) business days in which to cure the alleged breach. Each party will deal with the other in good faith to attempt reasonably to resolve any problems or disputes that may arise in order to try to prevent a breach from occurring. If it is mutually determined that termination of this Agreement is the final recourse, ECM Today will be made whole for all expenses incurred by ECM Today under this Agreement. ECM Today will return all intellectual property to Client shared in this Agreement. The provisions of Sections "Billing Schedule, Terms & Conditions, Termination, Confidentiality, Notices" shall survive termination or expiration of this Agreement.

(Terms & Conditions Confidentiality – continued)

Confidentiality

During the term of this Agreement, Client may disclose to ECM Today confidential and proprietary information relating to its business operations (“Confidential Information”). All Confidential Information disclosed by Client to ECM Today under this Agreement shall be (i) received in confidence, (ii) used only for purposes of this Agreement, and (iii) protected in the same manner as ECM Today protects its own confidential information of like kind (which shall be at least a reasonable manner). ECM Today shall always comply with applicable professional standards with respect to Client’s Confidential Information.

Confidential Information does not include information that (i) is or becomes generally available to the public without breach by ECM Today of its confidentiality obligations, (ii) is received by ECM Today from a third party without restriction against disclosure, or ECM Today can demonstrate (iii) was known to ECM Today without restriction prior to disclosure by Client. ECM Today’s obligation of confidentiality shall survive the expiration or termination of this Agreement.

Non-Appropriation Clause

The continuing of this Contract is dependent upon the availability of County funding. If this Agreement extends into more than one fiscal year of Jefferson County, Texas (October 1 to September 30), and if County funds are not available for services provided under this Contract, County will terminate this Contract upon written notice, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriated funds have been spent, whichever event occurs first.

Texas Public Information Act

ECM Today! understands and agrees that County is a governmental body for purposes of the Texas Public Information Act, codified as Chapter 552 of the Texas Government Code and such is required to release information in accordance with the Act. All material submitted by ECM to the County related to the Contract may become subject to public disclosure upon receipt by the County. Any portions of such material claimed by ECM to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

Notices

All notices and other communications required or permitted hereunder shall be in writing and, unless otherwise provided in this Agreement, shall be deemed to have been duly given when delivered in person or when dispatched by electronic facsimile transfer, confirmed in writing by mail simultaneously dispatched, or one business day after having been dispatched by a nationally recognized overnight courier service to the appropriate party at the address specified below:

- (a) If to Jefferson County, to:
 Jefferson County Tax Office
 1085 Pearl St.
 Beaumont, Texas 77701
 Attn: Alicia Monk - Voter Registration Manager

(Terms & Conditions, Notices - continued)

(b) If to ECM Today, to:
 ECM Today
 1999 Gulfmart St. Suite 507
 San Antonio, TX 78217
 Attn: Casey McClellan

or to such other address or addresses as any such party may from time to time designate as to itself by like notice.

Acceptance

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Accepted By:

Jefferson County

ECM Today!

Jeff Branick, County Judge
 Print Name and Title

Signature

June 9, 2026
 Date

Casey L. McClellan, CEO
 Print Name and Title

Signature

June 2, 2026
 Date

ATTEST
 DATE

6/17/2026
Stacy Grubbs



Wednesday, June 3, 2026

JEFFERSON COUNTY/MAINTENANCE BLDG

RE: Service Address - 709 LAKESHORE DR , PORT ARTHUR, TX 77640-6510

Account Number - 139281505

Dear: Valued Customer

We have some good news for you. Based on your prior usage, you could see an annual savings of \$256.00 on your electric bill from Entergy Texas. We review our records each year to ensure that we offer service to customers at the most economical rate available, and are pleased to offer a more cost-effective option to you.

To take advantage of this new rate schedule, please complete the enclosed Customer Rate Change Request and return the original signed document to the Entergy Business Center at the address shown. To complete the change, your company may also be required to establish a new electric service agreement with us. If so, we will let you know when the agreement is ready for you to sign.

Your rate will change from TX_GSM1 to TX_SGSM if we receive your signed request form and signed agreement, (if required). The new rate would apply prospectively and your actual savings would depend on how closely your usage levels for the coming year match last year's, as well as other factors such as fuel costs.

If you have questions or would like to receive a detailed comparison, please contact the Entergy Business Center at 1-800-766-1648 during regular business hours.

Sincerely,

Paul Blackburn

Customer Service Mgr I

**ENTERGY TEXAS
CUSTOMER RATE CHANGE REQUEST**

JEFFERSON COUNTY/MAINTENANCE BLDG

RE: Service Address - 709 LAKESHORE DR , PORT ARTHUR, TX 77640-6510

Account Number - 139281505

Please change the rate schedule applicable to my company's electric service to Entergy Texas. rate schedule TX_SGSM. I understand that this new rate schedule will be applicable to my company's account. Consistent with Entergy Texas terms and conditions and the provisions of the new rate, I must take service under the new rate for a minimum term of year(s).

Upon acceptance by Entergy Texas, this Customer Rate Change Request shall serve to modify my company's current agreement for electric/gas service, only with regard to the rate schedule under which service is provided and the contract period applicable to my electric/gas service as specified in the rate schedule, Entergy Texas terms and conditions, and the agreement for electric/gas service with my company; all other terms and conditions of such agreement will remain unchanged and in full force and effect. I also understand, however, that Entergy Texas, in its sole discretion, may require that my company execute a new electric/gas service agreement in order to implement such change in rate schedules.

I certify that I am authorized by my Company to instruct you to make this change in rate schedules.

Signature and Date

Print Name and Title

Contact Phone Number

Please Return to: Entergy Business Center
P.O. Box 551
Mail Unit: A-TCBY-24G
Little Rock, AR 72203

**Entergy Business Center**

EBC, A-TCBY-24G

T 800-766-1648

ebc@entergy.com

JEFFERSON COUNTY/MAINTENANCE BLDG
1149 PEARL ST FL 7
BEAUMONT, TX 77701-3638

33316.2026

Wednesday, June 3, 2026

GL# 116-0606-452-40-56

RE: Service Address - 3900 HIGHWAY 82 , PORT ARTHUR, TX 77640

Account Number - 141923383

Dear: Valued Customer

We have some good news for you. Based on your prior usage, you could see an annual savings of \$225.00 on your electric bill from Entergy Texas. We review our records each year to ensure that we offer service to customers at the most economical rate available, and are pleased to offer a more cost-effective option to you.

To take advantage of this new rate schedule, please complete the enclosed Customer Rate Change Request and return the original signed document to the Entergy Business Center at the address shown. To complete the change, your company may also be required to establish a new electric service agreement with us. If so, we will let you know when the agreement is ready for you to sign.

Your rate will change from TX_GS1 to TX_SGS if we receive your signed request form and signed agreement, (if required). The new rate would apply prospectively and your actual savings would depend on how closely your usage levels for the coming year match last year's, as well as other factors such as fuel costs.

If you have questions or would like to receive a detailed comparison, please contact the Entergy Business Center at 1-800-766-1648 during regular business hours.

Sincerely,

Paul Blackburn

Customer Service Mgr I

**ENTERGY TEXAS
CUSTOMER RATE CHANGE REQUEST**

GL# 116-0606-452-40-56

RE: Service Address - 3900 HIGHWAY 82 , PORT ARTHUR, TX 77640

Account Number - 141923383

Please change the rate schedule applicable to my company's electric service to Entergy Texas. rate schedule TX_SGS. I understand that this new rate schedule will be applicable to my company's account. Consistent with Entergy Texas terms and conditions and the provisions of the new rate, I must take service under the new rate for a minimum term of year(s).

Upon acceptance by Entergy Texas, this Customer Rate Change Request shall serve to modify my company's current agreement for electric/gas service, only with regard to the rate schedule under which service is provided and the contract period applicable to my electric/gas service as specified in the rate schedule, Entergy Texas terms and conditions, and the agreement for electric/gas service with my company; all other terms and conditions of such agreement will remain unchanged and in full force and effect. I also understand, however, that Entergy Texas, in its sole discretion, may require that my company execute a new electric/gas service agreement in order to implement such change in rate schedules.

I certify that I am authorized by my Company to instruct you to make this change in rate schedules.

Signature and Date

Print Name and Title

Contact Phone Number

Please Return to: Entergy Business Center
P.O. Box 551
Mail Unit: A-TCBY-24G
Little Rock, AR 72203



Entergy Business Center
EBC, A-TCBY-24G
T 800-766-1648
ebc@entergy.com

**ENTERGY TEXAS
CUSTOMER RATE CHANGE REQUEST**

GL# 116-0606-452-40-56

RE: Service Address - 3900 HIGHWAY 82 , PORT ARTHUR, TX 77640

Account Number - 141923383

Please change the rate schedule applicable to my company's electric service to Entergy Texas. rate schedule TX_SGS. I understand that this new rate schedule will be applicable to my company's account. Consistent with Entergy Texas terms and conditions and the provisions of the new rate, I must take service under the new rate for a minimum term of year(s).

Upon acceptance by Entergy Texas, this Customer Rate Change Request shall serve to modify my company's current agreement for electric/gas service, only with regard to the rate schedule under which service is provided and the contract period applicable to my electric/gas service as specified in the rate schedule, Entergy Texas terms and conditions, and the agreement for electric/gas service with my company; all other terms and conditions of such agreement will remain unchanged and in full force and effect. I also understand, however, that Entergy Texas, in its sole discretion, may require that my company execute a new electric/gas service agreement in order to implement such change in rate schedules.

I certify that I am authorized by my Company to instruct you to make this change in rate schedules.

Signature and Date

Jeff Branick County Judge

Print Name and Title

409 835-8466

Contact Phone Number

Please Return to: Entergy Business Center
P.O. Box 551
Mail Unit: A-TCBY-24G
Little Rock, AR 72203



ATTEST
DATE

Judy Kinnell
6/17/2026

6/3/2026 6000

ARA 333

Paul Blackburn

**Entergy Business Center**

EBC, A-TCBY-24G

T 800-766-1648

ebc@entergy.com

JEFFERSON COUNTY
GL# 116-0606-452-40-56
1149 PEARL ST FL 7
BEAUMONT, TX 77701-3638

33315.2026



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent 

Date: June 16, 2026

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

June 16, 2026

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	HP ELITE DESK 805 G6 MINI PC		37296
AGRICULTURE	HP ELITE DESK 805 G6 MINI PC		37297
AGRICULTURE	HP ELITE DESK 805 G6 MINI PC		37295
<i>contact person: Jennifer Coleman</i>			
J.P. PCT. 4	STEELMASTER 4-DRAWER FILING CABINET		9947
<i>contact person: Margo Fredeman</i>			

DATE
ATTEST

ATTEST
Luddy Shinnell
DATE 6/17/2026



Approved by Commissioners' Court:

[Signature]



JEFFERSON COUNTY PURCHASING DEPARTMENT DISPOSAL OF SALVAGE PROPERTY

Date: May 29, 2026

Department: Jefferson County Sheriff's Office

Contact Person: Laura Kolander

Phone: 409-726-2532

Fax: 409-726-2583

Department Head Approval: *[Signature]*

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
Point Blank Ballistic Vest	200000338930	none	expired
Point Blank Ballistic Vest	210000087087	none	expired
Point Blank Ballistic Vest	210000087071	none	expired
Point Blank Ballistic Vest	1606219257	none	expired
Point Blank Ballistic Vest	210000087076	none	expired
Point Blank Ballistic Vest	210000087091	none	expired
Point Blank Ballistic Vest	210000004224	none	expired
Point Blank Ballistic Vest	210000004213	none	expired



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: May 29, 2026

Department: Jefferson County Sheriff's Office

Contact Person: Laura Kolander

Phone: 409-720-4036

Fax: 409-726-2583

Department Head Approval: [Signature]

Approved in Com. Court: [Signature]

Description of Property	Serial No.	Asset No.	Condition of Property
Point Blank Ballistic Vest	210000186672	none	expired
Point Blank Ballistic Vest	210000186673	none	expired
Point Blank Ballistic Vest	200000092531	none	expired
Point Blank Ballistic Vest	200000092549	none	expired
Point Blank Ballistic Vest	210000004208	none	expired
Point Blank Ballistic Vest	210000004217	none	expired
Point Blank Ballistic Vest	022630	none	expired
Point Blank Ballistic Vest	022630	none	expired



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: May 29, 2026

Department: Jefferson County Sheriff's Office

Contact Person: Laura Kolander

Phone: 409-726-2532

Fax: 409-726-2583

Department Head Approval:

Approved in Court:

Description of Property	Serial No.	Asset No.	Condition of Property
Point Blank Ballistic Vest	210000087078	none	expired
Point Blank Ballistic Vest	190000089070	none	expired
Point Blank Ballistic Vest	190000089060	none	expired
Point Blank Ballistic Vest	210000004223	none	expired
Point Blank Ballistic Vest	210000004212	none	expired
Point Blank Ballistic Vest	210000004204	none	expired
Point Blank Ballistic Vest	210000004215	none	expired
Point Blank Ballistic Vest	190000213500	none	expired



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: May 29, 2026

Department: Jefferson County Sheriff's Office

Contact Person: Laura Kolander

Phone: 409-726-2532

Fax: 409-726-2583

Department Head Approval:

Approved in Court:

[Signature]

Description of Property	Serial No	Asset No	Condition of Property
Point Blank Ballistic Vest	190000213499	none	expired
Point Blank Ballistic Vest	190000055282	none	expired
Point Blank Ballistic Vest	190000055276	none	expired
Point Blank Ballistic Vest	200000092539	none	expired
Point Blank Ballistic Vest	200000092520	none	expired
Point Blank Ballistic Vest	200000092528	none	expired
Point Blank Ballistic Vest	200000092544	none	expired
Point Blank Ballistic Vest	200000087132	none	expired



JEFFERSON COUNTY PURCHASING DEPARTMENT
DISPOSAL OF SALVAGE PROPERTY

Date May 29, 2026

Department Jefferson County Sheriff's Office

Contact Person Laura Kolander

Phone 409-726-2532

Fax 409-726-2583

Department Head Approval [Signature]

Approved in Com. Court: _____

Description of Property	Serial No	Asset No.	Condition of Property
Point Blank Ballistic Vest	200000087124	none	expired
Point Blank Ballistic Vest	210000087093	none	expired
Point Blank Ballistic Vest	200000338925	none	expired
Point Blank Ballistic Vest	200000338931	none	expired
Point Blank Ballistic Vest	210000004209	none	expired
Point Blank Ballistic Vest	210000004219	none	expired
Point Blank Ballistic Vest	210000004220	none	expired
Point Blank Ballistic Vest	210000004207	none	expired



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: May 29, 2026

Department: Jefferson County Sheriff's Office

Contact Person: Laura Kolander

Phone: 409-726-2532

Fax: 409-726-2583

Department Head Approval:

Approved in Com. Court:

[Signature]

Description of Property	Serial No.	Asset No.	Condition of Property
Point Blank Ballistic Vest	210000004218	none	expired
Point Blank Ballistic Vest	210000004206	none	expired
Point Blank Ballistic Vest	210000004221	none	expired
Point Blank Ballistic Vest	210000004211	none	expired
Point Blank Ballistic Vest		none	expired
Point Blank Ballistic Vest		none	expired
Point Blank Ballistic Vest		none	expired

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P. O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 Phone

<https://jeffersoncountytexas.gov/prct4/index.html>

MEMO

TO: Ms. Rebekah Patin, Auditing
FROM: Commissioner Everette Alfred
DATE: June 4, 2026
RE: **Transfer Funds – Out of Series**

Please make the following transfer as indicated. Thank you.

- Transfer **\$9,000** from account # 114-0402-431.30-16 (Chemicals, Sprays, Etc.) into account # 114-0405-431. 40-18 (Road Machinery) for additional cost of equipment repairs.

Thank you.

EA/nr



KATE CARROLL
Jefferson County
Tax Assessor-Collector/Voter Registrar

Chief Deputy of Finance – Cindy Savant, P.C.C.

118
Mailing • P.O. Box 2112 • Beaumont, Texas 77704-2112
Physical Address • 1149 Pearl • Beaumont, Texas 77701
Phone: 409-835-8516 • Fax: 409-835-8589

Chief Deputy of Operations – Michelle Farnie, P.C.C.

June 2, 2026

TO: Auditing
FROM: Cindy Savant
RE: Agenda Item Transfer

Please transfer \$11,778.00 from Account # 120-1031-415-50-77 Contractual Services to 120-1031-415-60-53 Capital – Computer Software.

This transfer is to begin the set up for the new Voter Registration, imaging and document management system, ECM.

Thank you,

Cindy Savant, P.C.C.
Chief Deputy of Finance
Jefferson County Tax Office
(409)835-8716

PLEASE NOTE MY NEW EMAIL ADDRESS IS: cindy.savant@jeffersoncountytexas.gov



memo

Jefferson County Sheriff Office

To: Rebekah S. Patin
From: Donta Miller
CC: John Shauburger
Date: 6/9/2026
Re: Budget transfer request (Law Enforcement)

Please make a budget transfer to move of \$9,500 from 120-3059-421.50-77 Contractual Services to 120-3059-421.60-14 Building and Grounds. To cover repairs to the fence at the hanger.

Thanks,
Chief Donta Miller

American Land Title Association

ALTA Settlement Statement - Combined
Adopted 05-01-2015File No./Escrow No.: 2910366
Officer/Escrow Officer: Kelly WakefieldStewart Title Company
3050 North Dowlen Road
Suite G
Beaumont, TX 77706
(409) 866-8880Property Address: 20245 HWY 90
CHINA, TX 77613 (JEFFERSON)Borrower: JEFFERSON COUNTY
1149 Pearl Street
Beaumont, TX 77701Seller: WENDY LEIGH BANKHEAD
20245 Hwy 90
Beaumont, TX 77713

Settlement Date: 6/5/2026

Disbursement Date: 6/16/2026

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
	\$243,000.00	Sale Price of Property	\$243,000.00	
		Deposit		\$2,500.00
		Prorations		
\$177.12		County Taxes 1/1/2025 to 6/16/2026 @ \$369.46/Year		\$177.12
		Payoffs		
\$42,852.41		Payoff of first mortgage loan to Rave Financial Credit Union		
		Commissions		
\$7,290.00		Real Estate Commission to Connect Realty		
\$7,290.00		Real Estate Commission to Connect Realty		
		Title Charges		
		Title - Lender's Title Insurance to Stewart Title Company		
\$1,488.00		Title - Owner's Title Insurance to Stewart Title Company		
\$250.00		Title - Attorney's fees to Lester Sanford		
		Title - e Record Fee (Buyer/Borrower) to Stewart Title Company	\$8.88	
\$52.50		Title - Notary fees to Notarize, Inc		
\$500.00		Title - Settlement or closing fee to Stewart Title Company	\$500.00	
\$54.13		Title - Tax Certificate Fee to Stewart Ancillary Services, LLC		
\$2.00		Title - TX Policy Guaranty Fee to Texas Title Policy Guaranty Fee - STC		
\$3.90		Title - Copy Fee to Stewart Title Company		
		Government Recording and Transfer Charges		
		Recording fees: Deed to County Recorder \$33.00	\$33.00	
		DD NOTICE-Recording Fee to Stewart Title Company \$29.00	\$29.00	
\$41.00		Misc Recording Fee to Stewart Title Company \$41.00		
Seller			Borrower	
Debit	Credit		Debit	Credit
\$59,999.06	\$243,000.00	Subtotals	\$243,570.88	\$2,677.12
		Due From Borrower		\$240,893.66
\$183,000.94		Due To Seller		
\$243,000.00	\$243,000.00	Totals	\$243,570.88	\$243,570.88

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040). This transaction does not need to be reported on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Stewart Title Company to cause the funds to be disbursed in accordance with this statement.

BORROWER(S)

Jefferson County

By:

Fran Lee, County Auditor

SILVER(S)

Wendy Leigh Bankhead (formerly known as Wendy Leigh Ransom), as Independent Administrator of the Estate of David Wayne Ransom, deceased

SETTLEMENT COORDINATOR

Kelly Wakefield

ADDENDUM TO SETTLEMENT STATEMENT

122

File No.: 2910366

Date: June 5, 2026

Legal:

Being a 0.229 acre tract of land out of and a part of that certain Jessie L. Treat 10.00 acre tract of land as situated in the West 1/2 of that certain George W. Treat 20 acre tract of land, and said West 10 acre tract of land being described in Vol. 1059, page 311, of the Deed Records of Jefferson County, Texas, and all being situated in the M. F. Lazarine Survey, Abstract No. 36, Jefferson County, Texas, and being more particularly described as follows, to wit;

For the purpose of location, commence at the original Northeast corner of said Jessie L. treat 10.00 acre tract, this point now being and located within the right-of-way limits of U. C. Highway No. 90, and from this point the original Northwest corner of said George W. Treat 20 acre tract bears S. 81 deg. 05 min. W. 271.28 feet;

Thence S. 08 deg. 50 min. E. 80.00 feet along the East line of said Treat 10.00 acre tract to a point in the new South line of U. S. Hwy. No. 90, an iron pin for corner;

Thence S. 81 deg. 05 min. W. 20.00 feet along the new South line of U.S. Hwy. No. 90 to the Northeast and Beginning corner of the tract of land herein described, an iron pin for corner;

Thence S. 08 deg. 50 min. E., 20 feet West of and parallel to the East line of said 10.00 acre tract, a distance of 200.00 feet, an iron pin for corner;

Thence S. 81 deg. 05 min. W. 50.00 feet, an iron pin for corner;

Thence N. 08 deg. 50 min. W. 200.00 feet to a point in the new South line of U.S. Hwy. No. 90, an iron pin for corner;

Thence N. 81 deg. 05 min. E. 50.00 feet along the new South line of said U. S. Hwy. No. 90 to the Place of Beginning.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description(s) of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction.

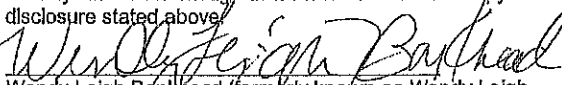
The Company has deposited the earnest money that it has received in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts are non-interest bearing pursuant to federal law, but offer immediately available funds for withdrawal after a check has cleared.

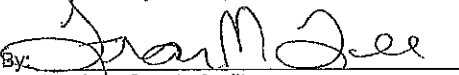
The Company may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand accounts and other relationships with the financial institution, Title Company is eligible to participate in a program offered by the financial institution whereby the Title Company may (I) receive favorable loan terms and earn income from the investment of loan proceeds and (II) receive other benefits offered by the financial institution.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read and understood the above sentences, and recognize that the above relations herein are material and important. The parties agree to these statements, and recognize Title Company is relying on these recitations in closing this transaction.

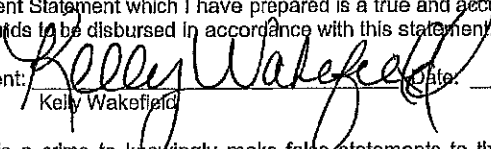
I certify and acknowledge that I have received a copy of this Settlement Statement and have read and understood the disclosure stated above.


Wendy Leigh Bankhead (formerly known as Wendy Leigh Ransom), as Independent Administrator of the Estate of David Wayne Ransom, deceased

By: 
Fran Lee, County Auditor

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:


Kelly Wakefield

Date:

06/05/2026

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STC 2910366 KW

GENERAL WARRANTY DEED

Date:

June 5, 2026

Grantor:

Wendy Leigh Bankhead (formerly known as Wendy Leigh Ransom), as Independent Administrator of the Estate of David Wayne Ransom, Deceased

Grantor's Mailing Address:

Grantee:

Jefferson County, a political subdivision of the State of Texas

Grantee's Mailing Address:

Consideration:

Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

Being a 0.229 acre tract of land out of and a part of that certain Jessie L. Treat 10.00 acre tract of land as situated in the West 1/2 of that certain George W. Treat 20 acre tract of land, and said West 10 acre tract of land being described in Vol. 1059, page 311, of the Deed Records of Jefferson County, Texas, and all being situated in the M. F. Lazarine Survey, Abstract No. 36, Jefferson County, Texas, and being more particularly described as follows, to wit:

For the purpose of location, commence at the original Northeast corner of said Jessie L. treat 10.00 acre tract, this point now being and located within the right-of-way limits of U. C. Highway No. 90, and from this point the original Northwest corner of said George W. Treat 20 acre tract bears S. 81 deg. 05 min. W. 271.28 feet;

Thence S. 08 deg. 50 min. E. 80.00 feet along the East line of said Treat 10.00 acre tract to a point in the new South line of U. S. Hwy. No. 90, an iron pin for corner;

Thence S. 81 deg. 05 min. W. 20.00 feet along the new South line of U.S. Hwy. No. 90 to the Northeast and Beginning corner of the tract of land herein described an iron pin for corner;

Thence S. 08 deg. 50 min. E., 20 feet West of and parallel to the East line of said 10.00 acre tract, a distance of 200.00 feet, an iron pin for corner;

Thence S. 81 deg. 05 min. W. 50.00 feet, an iron pin for corner;

Thence N. 08 deg. 50 min. W. 200.00 feet to a point in the new South line of U.S. Hwy. No. 90, an iron pin for corner;

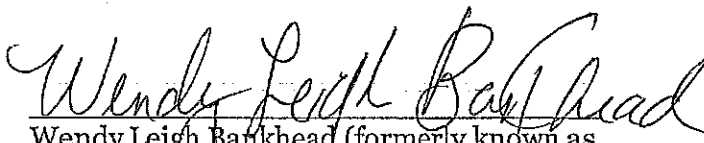
Thence N. 81 deg. 05 min. E. 50.00 feet along the new South line of said U. S. Hwy. No. 90 to the Place of Beginning.

Reservations from, and Exceptions to, Conveyance and Warranty:

All presently recorded restrictive covenants, agreements, building lines, rights of ways, easements, and mineral reservations that affect the Property; any future arising maintenance charges and special assessment obligations and the liens securing payment of such charges and obligations; and ad valorem taxes for 2026, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Where the context requires, singular nouns and pronouns include the plural.

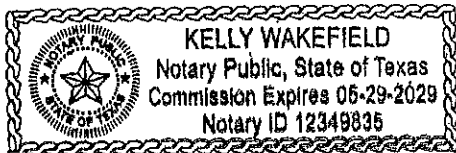

 Wendy Leigh Bankhead (formerly known as
 Wendy Leigh Ransom), as Independent
 Administrator of the Estate of David Wayne
 Ransom, Deceased

THE STATE OF TEXAS

COUNTY OF

Jefferson§
§
§

This instrument was acknowledged before me on June 5, 2026, by Wendy Leigh Bankhead (formerly known as Wendy Leigh Ransom), as Independent Administrator of the Estate of David Wayne Ransom, Deceased



Kelly Wakefield
Notary Public, State of Texas

After recording, return to:

ATTORNEY REPRESENTATION AGREEMENT

TRANSACTION: Stewart Title Company ("Escrow Agent") GF No. 2910366

1. Preparation of Legal Instruments. At the request of the Escrow Agent, legal instruments involved in the Transaction have been prepared by the Attorney, based upon information provided by the Escrow Agent. Each of the undersigned parties (the 'parties') acknowledge that the Attorney has not acted as counsel to them, and has not, in any manner, undertaken to assist or render legal advice to any other party with respect to the Transaction, or with respect to any of the legal instruments executed in connection with the Transaction. The parties acknowledge they are aware they may retain their own legal counsel to advise them regarding the Transaction and to review and render advice concerning any of the legal instruments being executed in connection with it. In the event there are any differences between the legal instruments and the original agreement of the parties, the agreement of the parties is hereby amended to conform to the terms and provisions of the legal instruments.

2. Description of Legal Services Performed. The Attorney has prepared the legal instruments referenced in the invoice submitted in connection with this Transaction. The parties agree and understand that the Attorney: a) has not conducted a title search of the property and does not warrant condition of its title; (b) has not reviewed a survey for any party's benefit to determine access to the property or any other matters that might be revealed from a review of same; and (c) has no responsibility to provide any truth-in-lending disclosures or any other documents required by any regulations applying to this transaction. The Lender (if any) is responsible for providing same.

3. Basis for Fee and Responsibility for Payment. The fees charged by the Attorney are intended to provide fair compensation for the services shown on the invoice submitted in connection with the Transaction, taking into consideration the time and labor required, complexities of the issues involved, skill required to perform the services and may be based upon a transaction, or legal instrument prepared, rather than hourly basis; other considerations include the expertise of the Attorney in the complexities of the field of law relating to the Transaction, the overhead associated with the rendering of the said services and the assumption of risk by the Attorney in the rendering of said services. Responsibility for payment of the Attorney's document preparation charges are allocated on the Settlement Statement according to the agreement of the parties; they understand that such documents have been prepared for the Transaction and the charges are due as represented by the Attorney's invoice. No objection is made to the charges.

4. Intermediary Representation. While the Attorney does not believe such a relationship exists, should the status of the Attorney be that of an intermediary, the Parties agree that the Attorney's role and scope of work is strictly limited as follows:

To prepare the legal documents for closing the Transaction only as requested by the Escrow Agent, solely on the basis of the represented contract between the parties, and information furnished by Escrow Agent; further, the parties are to communicate with the Attorney, if at all, only through the Escrow Agent, and the Attorney is to communicate with the parties only through the Escrow Agent. In short, the parties agree that the Attorney is instructed to perform as if the Attorney represents only the Escrow Agent for the purpose of providing the legal documents requested by the parties to close the Transaction pursuant to the pre-existing contract between the parties.

The undersigned acknowledge receiving and reading a copy of this Agreement and by their signatures affirm the accuracy of the above statements and their agreement thereto.

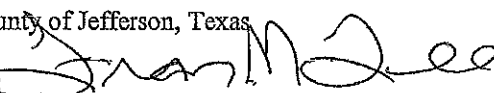
Date: June 5, 2026

SELLER:

Wendy Leigh Ransom (now known as Wendy Leigh Bankhead), as Independent Administrator of the Estate of David Wayne Ransom, Deceased,

BUYER:

County of Jefferson, Texas

By: 

NOTICE TO PURCHASERS OF REAL PROPERTY

File No.: 2910366

The real property, described below, that you are about to purchase is located in the area of JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6. The district has taxing authority separate from any other taxing authority, and may subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$ 0.184235 on each \$100.00 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$0.184235 on each \$100.00 of assessed valuation. The total amount of bonds excluding refunding bonds and any bonds or any portion of the bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date be issued is \$0.00 and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part for property taxes is \$0.00.

The district has the authority to adopt and impose a standby fee on property in the District that has water, sewer, drainage, or flood control facilities and services available but not connected and which does not have a house, building or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$0.00. An unpaid standby fee is the personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The purpose of this district is to provide water, sewer, drainage or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these facilities are owned or to be owned by the district.

The legal description of the property which you are acquiring is as follows:

Being a 0.229 acre tract of land out of and a part of that certain Jessie L. Treat 10.00 acre tract of land as situated in the West 1/2 of that certain George W. Treat 20 acre tract of land, and said West 10 acre tract of land being described in Vol. 1059, page 311, of the Deed Records of Jefferson County, Texas, and all being situated in the M. F. Lazarine Survey, Abstract No. 36, Jefferson County, Texas, and being more particularly described as follows, to wit;

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Thence N. 81 deg. 05 min. E. 50.00 feet along the new South line of said U. S. Hwy. No. 90 to the Place of Beginning.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description(s) of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes.

Seller(s): Wendy Leigh Bankhead

Date: June 5, 2026

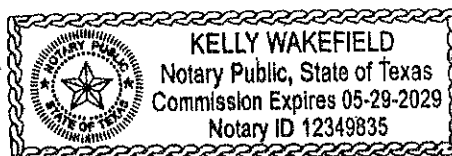
Wendy Leigh Bankhead
 Wendy Leigh Bankhead (formerly known as Wendy Leigh Ransom), as Independent Administrator of the Estate of David Wayne Ransom, deceased

State of Texas

County of Jefferson

The foregoing instrument was acknowledged before me this 5th day of June, 2026 by Wendy Leigh Bankhead.

Kelly Wakefield
 Notary Public in and for the State of Texas
 My Commission Expires: 05-29-2029



PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Buyer(s): Jefferson County

Date: June 5, 2026

Jefferson County

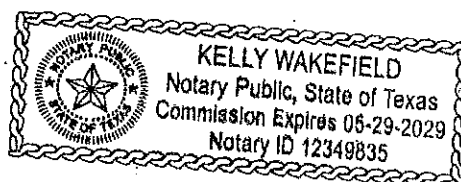
By: Fran M. Lee
 Fran Lee, County Auditor

State of Texas

County of Jefferson

The foregoing instrument was acknowledged before me this 5th day of June, 2026 by Fran Lee as County Auditor of Jefferson County.

Kelly Wakefield
 Notary Public in and for the State of Texas
 My Commission Expires: 05-29-2029



(Note: Correct District name, tax rate, bond amounts, standby fee amount, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the Notice shall be executed by the seller and purchaser; as indicated. If the District does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the District has not yet levied taxes, a statement, if any, is to be placed in the appropriate space. If the District does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the Notice may be deleted. For the purposes of the Notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on his behalf may modify the Notice by substitution of the words "January 1, _____" for the words "this date" and place the correct calendar year in the appropriate space.

TITLE COMPANY DISCLOSURES

129

File Number: 2910366
Seller (whether one or more): Wendy Leigh Bankhead
Buyer (whether one or more): Jefferson County

Lender:

Property:

Being a 0.229 acre tract of land out of and a part of that certain Jessie L. Treat 10.00 acre tract of land as situated in the West 1/2 of that certain George W. Treat 20 acre tract of land, and said West 10 acre tract of land being described in Vol. 1059, page 311, of the Deed Records of Jefferson County, Texas, and all being situated in the M. F. Lazarine Survey, Abstract No. 36, Jefferson County, Texas, and being more particularly described as follows, to wit;

For the purpose of location, commence at the original Northeast corner of said Jessie L. treat 10.00 acre tract, this point now being and located within the right-of-way limits of U. C. Highway No. 90, and from this point the original Northwest corner of said George W. Treat 20 acre tract bears S. 81 deg. 05 min. W. 271.28 feet;

Thence S. 08 deg. 50 min. E. 80.00 feet along the East line of said Treat 10.00 acre tract to a point in the new South line of U. S. Hwy. No. 90, an iron pin for corner;

Thence S. 81 deg. 05 min. W. 20.00 feet along the new South line of U.S. Hwy. No. 90 to the Northeast and Beginning corner of the tract of land herein described, an iron pin for corner;

Thence S. 08 deg. 50 min. E., 20 feet West of and parallel to the East line of said 10.00 acre tract, a distance of 200.00 feet, an iron pin for corner;

Thence S. 81 deg. 05 min. W. 50.00 feet, an iron pin for corner;

Thence N. 08 deg. 50 min. W. 200.00 feet to a point in the new South line of U.S. Hwy. No. 90, an iron pin for corner;

Thence N. 81 deg. 05 min. E. 50.00 feet along the new South line of said U. S. Hwy. No. 90 to the Place of Beginning.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description(s) of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes.

Street Address: 20245 Hwy 90, China, TX 77613

By initialing some or all of the following items as may be appropriate for this transaction, each Seller and/or Buyer acknowledges their understanding of the disclosures being made by Stewart Title Company (hereinafter called "Title Company"). Each disclosure is being made to Buyer and Seller on behalf of both Title Company and its title insurance underwriter.

Buyer's

Initials

WML

- 1) **WAIVER OF INSPECTION.** In consideration of the issuance by Title Company to Buyer of either an Owner's Policy of Title Insurance (T-1) or a Residential Policy of Title Insurance (T-1R) - (In this document either such policy, unless specifically referred to otherwise, is referred to as the "Owner Title Policy") insuring good and indefeasible title to the Property, except as to be shown in Schedule B of the Owner Title Policy and subject to the terms and conditions of such Owner Title Policy, Buyer hereby waives any obligation on the part of Title Company to inspect the Property.

Buyer agrees to accept an Owner Title Policy containing the Schedule B exception for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the Property as shown on Schedule A of the Owner Title Policy. Within the meaning of this exception, "possession" includes open acts or visible evidence of occupancy and any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or

interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located. ¹³⁰

However, if the Buyer does not initial this paragraph, the Buyer is indicating the Buyer's refusal to accept an Owner Title Policy containing an exception as to "Rights of Parties in Possession." The Title Company may then require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. Title Company may make additional exceptions in Schedule B of the Owner Title Policy for matters as revealed by such inspection.

Buyer's
Initials
AMC

2) **RECEIPT OF COMMITMENT.** Buyer hereby acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and any copies of the documents described therein requested by Buyer. Buyer understands that the Owner Title Policy will contain the exceptions set forth in Schedule B of the Commitment for Title Insurance, together with any additional exceptions to title resulting from the final downdate search of the public records and from the documents involved in this transaction and any additional exceptions for Items shown on Schedule C of the Commitment for Title Insurance which have not been resolved.

Buyer's
Initials
AMC

3) **UNSURVEYED PROPERTY.** Buyer understands that no survey of the Property has been provided in connection with this transaction and that the Owner Title Policy to be issued to Buyer will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a current survey.

Buyer's
Initials
AMC

4) **ACCEPTANCE OF SURVEY.** Buyer has received and reviewed a copy of the survey of the Property provided in connection with this transaction.

5(A) **BOUNDARY COVERAGE.** As proposed to be issued, Buyer's Owner Title Policy will contain a general exception to any discrepancies or conflicts in area or boundary lines, and any encroachments, protrusions, or overlapping of improvements. On payment of an additional 5% (T-1R) or 15% (T-1) of the Owner Title Policy premium, policy coverage against these matters is available, subject to Title Company's approval of an acceptable survey of the Property without limiting Title Company's right to take specific exception in the policy to matters disclosed by the survey.

Buyer's
Initials
AMC

BY INITIALING THE DESIRED LINE IMMEDIATELY BELOW, BUYER/BORROWER DOES SET FORTH TO TITLE COMPANY HIS/HER DESIRES AND INSTRUCTIONS.

YES - Buyer/Borrower desires the coverage set out above and agrees to pay the promulgated premium for such coverage.

NO - Buyer/Borrower rejects the coverage set out above and does not agree to pay the premium for such coverage.

5(B) **ENHANCED COVERAGE.** On payment of an additional premium*, enhanced policy coverage against damage to improvements (excluding lawns, shrubbery, or trees) located on the land as a result of the future exercise of any existing right to use the surface of the land for extraction or development of minerals by the owners of a mineral interest, protection against the enforcement of any reversionary rights in or existing violations of restrictive covenants, and existing encroachments that are not excepted to in Schedule B, is available.

Buyer's
Initials
AMC

BY INITIALING THE DESIRED LINE IMMEDIATELY BELOW, BUYER/BORROWER DOES SET FORTH TO TITLE COMPANY HIS/HER DESIRES AND INSTRUCTIONS:

YES - Buyer/Borrower desires the coverage set out above and agrees to pay the promulgated premium for such coverage.

NO - Buyer/Borrower rejects the coverage set out above and does not agree to pay the

or
ML

premium for such coverage.

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*T-1R Owner's Title Policy covering Residential Real Property - 10% (if purchased alone) or 5% (if purchased in tandem with the Survey Coverage in 5A above)

*T-1 Owner's Title Policy covering non-residential real property - 15% (if purchased alone) or 10% if purchased in tandem with the Survey Coverage in 5A above)

Buyer's
Initials

ML

- 6) **FLOOD-PLAIN/FLOOD HAZARD ACKNOWLEDGEMENT.** Title Company has not attempted to determine if the Property lies in a special flood hazard area, and Title Company has not made any representation concerning proximity of the Property in relation to any flood-plain or flood hazard area. Buyer is advised that information concerning special flood hazard areas may be available from county or municipal offices, a qualified surveyor or land-engineering company, or a private flood-plain consultant.

Seller's
Initials

WB

Buyer's
Initials

ML

- 7) **PROPERTY TAX PRORATIONS.** Property taxes for the current year have been prorated between Buyer and Seller, who each acknowledge and understand that these prorations are based upon (a) the sales price or the most current appraised value available and the most current tax rate available or (b) some other common method of estimation. Seller warrants and represents that there are no past due taxes owed on the Property and if such warranty and representation is untrue, the Seller shall reimburse Title Company, on demand, for any sums paid by the Title Company to pay such taxes, and any related penalty and interest.

Buyer and Seller each agree that, when amounts of the current year's taxes become known and payable (on or about October 1st), they will adjust any changes of the proration and reimbursement between themselves and that Title Company shall have no liability or obligation with respect to these prorations.

Buyer's
Initials

ML

- 8) **TAX RENDITION AND EXEMPTIONS.** Although the Central Appraisal District (CAD) may independently determine Buyer's new ownership and billing address, Buyer is still obligated by law to "render" the Property for taxation by notifying the CAD of the change in the Property's ownership and of Buyer's proper address for tax billing. Buyer is advised that current year's taxes may have been assessed on the basis of various exemptions obtained by Seller (e.g., homestead or over-65).

It is the Buyer's responsibility to qualify for Buyer's own tax exemptions and to meet any requirements prescribed by the taxing authorities. Buyer acknowledges and understands these obligations and the fact that Title Company assumes no responsibility for future accuracy of CAD records concerning ownership, tax-billing address, or status of exemptions.

Buyer's
Initials

X

- 9) **HOMEOWNER'S ASSOCIATION.** Buyer acknowledges that if ownership of the Property involves membership in a Homeowner's, Condominium or other Property Owner's Association, to which monthly or annual dues or assessments may be owed, these dues or assessments may be enforceable by a lien against the Property. Buyer understands that the Association (or its managing agent) should be contacted by Buyer immediately to ascertain the exact amount of future dues or assessments. Title Company has made no representations with respect to, such Association's annual budget, pending repairs or deferred maintenance, if any, or other debts of the Association. Buyer accepts sole responsibility to obtain such information and verify its accuracy to Buyer's satisfaction.

Seller's
Initials

WB

Buyer's
Initials

ML

- 10) **CLOSING DISCLAIMER.** Seller and Buyer each acknowledge and understand that the above referenced transaction has not yet "closed." Any change in possession of the Property takes place at Buyer's and Seller's own risk. This transaction is not "closed" until:
- A) All Title requirement are completed to the satisfaction of Title Company;
 - B) All necessary documents are properly executed, reviewed, and accepted by the parties to this transaction and by Title Company; and,
 - C) All funds are collected and delivered to and accepted by the parties to whom they are due.

Seller's
Initials
WB

- 11) **IRS REPORTING.** Seller acknowledges having received at closing a copy of the Substitute Form 1099-S. In accordance with federal tax regulations, this information will be furnished to the Internal Revenue Service.

Seller's
Initials
WB

Buyer's
Initials
ML

- 12) **ERRORS AND OMISSIONS.** In the event that any of the documents prepared in connection with the closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the Title Company, or to a mutual mistake on the part of the Title Company and/or the Seller and/or the Buyer, the undersigned agree to execute, in a timely manner, such correction documents as Title Company may deem necessary to remedy such inaccuracy or misstatement.

Buyer's
Initials
ML

- 13) **ATTORNEY REPRESENTATION AND NOTICE.** Buyer may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Title Insurance Policy will be a legal contract between Buyer and the underwriter. Neither the Commitment for Title Insurance nor the Title Insurance Policy are abstracts of title, title reports or representations of title. They are contracts of indemnity. No representation is made that your intended use of the Property is allowed under law or under the restrictions or exceptions affecting the property.

Seller's
Initials
WB

Buyer's
Initials
ML

- 14) **PRIVACY CONSENT.** The undersigned hereby authorize Title Company to provide copies of any closing statements, loan documents, financial information, commitments, approval letters, appraisals, inspection reports, insurance policies, contracts, payoffs, transaction documents, and other nonpublic personal information in connection with our transaction to the real estate broker and real estate agent.

Seller(s):

Date: June 5, 2026

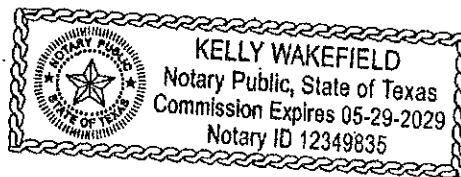
Wendy Leigh Bankhead
Wendy Leigh Bankhead (formerly known as Wendy Leigh Ransom), as Independent Administrator of the Estate of David Wayne Ransom, deceased

State of Texas

County of Jefferson

The foregoing instrument was acknowledged before me this 5th day of June, 2026 by Wendy Leigh Bankhead.

Kelly Wakefield
Notary Public in and for the State of Texas
My Commission Expires: 05-29-2029



Buyer(s):

Date: June 5, 2026

Jefferson County

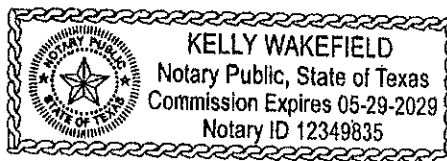
By: Fran Lee
Fran Lee, County Auditor

State of Texas

County of Jefferson

The foregoing instrument was acknowledged before me this 5th day of June, 2026 by Fran Lee as County Auditor of Jefferson County.

Kelly Wakefield
Notary Public in and for the State of Texas
My Commission Expires: 05-29-2029



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT 134

Date: 5th day of June, 2026
 File No.: 2910366
 Property: 20245 Hwy 90, China, TX 77613

From: STEWART TITLE COMPANY

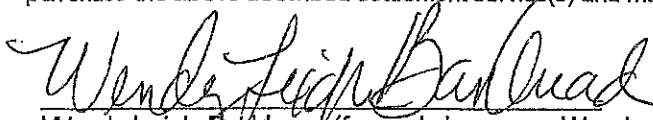
This is to give you notice that STEWART TITLE COMPANY has a business relationship with the affiliated entities identified below. Because of these relationships, this referral may provide STEWART TITLE COMPANY a financial or other benefit. The affiliated entities below and on Exhibit A are all part of the Stewart family of companies, the ultimate owner of which is Stewart Information Services Corporation (NYSE:STC).

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for your purchase, sale, or refinance transaction of the Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<u>Affiliated Entity – Settlement Service Provider</u>	<u>Charge or range of charges**</u>
Advanced Support and Knowledge Services, LLC	\$ 45.00 to \$ 275.00
Affiliated Entities (See Exhibit A) – Title and/or Settlement Services, 1031 Exchange Accommodator Services and Relocation Services	\$ 100.00 to \$10,000.00
NotaryCam, Inc. – Notary Services	\$ 5.00 to \$ 500.00
Signature Closers, LLC – Notary Services	\$ 45.00 to \$ 500.00
Stewart Ancillary Services, LLC	
FINCEN Reporting Services	\$ 180.00 to \$ 500.00
Flood Search Services through Strategic Ancillary Solutions	\$ 15.00 to \$ 250.00
Homeowner's Association Related Services through Strategic Ancillary Solutions	\$ 15.00 to \$ 250.00
Municipal Lien Search Services through Strategic Ancillary Solutions	\$ 15.00 to \$ 250.00
Recording Services through Recording Management Resources or Rocky Mountain Recording Services	\$ 15.00 to \$ 300.00
Tax Search Services	\$ 1.00 to \$ 300.00
Stewart Solutions, LLC	
Hazard/Home Insurance	\$ 800.00 to \$ 8,500.00
Home Warranty	\$ 450.00 to \$ 900.00
Natural Hazard Disclosure Report	\$ 99.00 to \$ 140.00

**Note: the range of charges identified may exceed the amount listed as these charges are based upon availability of automation, the transaction specifics and, when applicable, state rate filings.

ACKNOWLEDGMENT – I/We have read this disclosure form and understand that STEWART TITLE COMPANY is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

 Date Signed: 06/05/2026
 Wendy Leigh Barkhead (formerly known as Wendy Leigh Ransom), as Independent Administrator of the Estate of David Wayne Ransom, deceased

Jefferson County

Date Signed: 06/05/2026

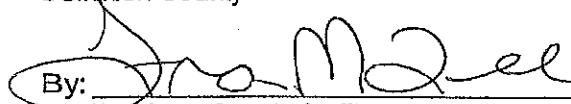
By: 
 Fran Lee, County Auditor

EXHIBIT A

List of Affiliated Entities in the Stewart family of companies, the ultimate owner of which is
Stewart Information Services Corporation (NYSE:STC)

135

1501 Title Road, Inc.
9ONE5 Title, LLC
ABC Title, LLC / dba Prosperity Title Company
All New York Title Agency Corp.
Allegiant Reverse Escrow Services, LLC
Allegiant Reverse Services Title Agency of Louisiana, LLC
Allegiant Reverse Services Title Agency of Utah, LLC
Allegiant Reverse Services Title Agency, LLC
Allegiant Reverse Services, LLC
Allegiant Reverse Services Title Company
Allegiant Reverse Services Title Service of Alabama, LLC
American Eagle Abstract of Cleveland County, LLC
API Stewart Holdings, LLC
ASK Global Services, LLC
Asset Preservation, Inc.
BCHH Escrow of Washington, LLC
BCHH Holding Company, LLC
BCHH of the West, LLC
BCHH of Utah Title Agency, LLC
BCHH Title Agency of Arkansas, LLC
BCHH Title Agency of Alabama, LLC
BCHH Title of Louisiana, LLC
BCHH Title of Texas, LLC
BCHH, LLC
Caliber Title Agency, LLC
Centennial Title, LLC
Classic Title Company, LLC
Columbus Commercial Title Agency, LLC
Crown Title Company of Houston, LLC / dba Royal Title Agency
Developers Title, LLC
Elliseco, Inc./ dba Devon Title Agency
Equity Title Agency, LLC
EverHome Title, LLC
Fieldstone Title Agency, LLC
First Ohio Title Insurance Agency, Ltd.
GIT Settlement Services, LLC
Graystone Title Company, LLC
Great American Title of Houston, LLC / dba Great American Title Company
Greater Illinois Title Company, Inc. / dba Greater Indiana Title Company / dba Greater Wisconsin Title Company
Hantz Title Agency, LLC / dba HG Title Agency
Hearthstone Title, LLC
Heritage Title Company of McHenry, Inc.
I & S Holdings, LLC / dba Stewart Title of Island County
InterCity Capital Corporation
Inwood Heritage Oaks, Ltd
Lakeside Title, LLC
Landon Title Company, LLC
LCH Title Company, L.C.
Liberty Title & Abstract, Inc.
LRG Title and Escrow, LLC
Lubbock Data, Inc.
Main Street Title and Settlement Services Limited Liability Company
Metropolitan Title & Escrow, LLC
Midwest Home Title Agency, LLC
National Transfer Services, LLC
New Title, LLC
North Forest Title Services, LLC
NotaryCam, Inc.
NVR Title Agency, LLC
OakHearth National Title Insurance Company
Oklahoma Land Title Services, LLC
Parked Properties NY, Inc.
Premier Title of Texas, LLC
Priority Title, LLC
PropertyInfo Corporation
Rainier Title, LLC
RET Solutions, LLC

Richmond Settlement Solutions, LLC / dba Trinity Title and Settlement
Signature Closers, LLC
Stewart Ancillary Services, LLC / dba Bison Tax Service Company,
LLC / dba FINCEN Reporting Services / dba Professional Real Estate
Tax Service of North Texas, L.L.C. / dba Professional Real Estate Tax
Service of South Texas, L.L.C. / dba Professional Real Estate Tax
Service, L.L.C. / dba Recording Management Resources / dba Rocky
Mountain Recording Services / dba Strategic Ancillary Solutions
Stewart Financial Services, Inc.
Stewart Land Title Services, LLC
Stewart Lender Services, Inc.
Stewart Solutions, LLC / dba Stewart Insurance / dba Stewart
Specialty Insurance Services
Stewart Title & Settlement Services, Inc.
Stewart Title & Trust of Phoenix, Inc. / dba Stewart Title Arizona
Agency
Stewart Title & Trust of Tucson
Stewart Title and Escrow, Inc. / dba Signature & Stewart Settlements
Stewart Title Company / dba Central Texas Title / dba Cumberland
Title / dba Empire Title Agency / dba Empire Title, A Division of
Stewart / dba Legacy Title, A Division of Stewart / dba Sidwell Title /
dba Stewart Title / dba Stewart Title Agency / dba Stewart Title
Company of Larimer County / dba Stewart Title of Alaska / dba
Stewart Title of Aspen / dba Stewart Title of Boise / dba Stewart Title
of Canon City / dba Stewart Title of Colorado / dba Stewart Title of
Colorado Springs / dba Stewart Title of Couer D'Alene / dba Stewart
Title of Denver / dba Stewart Title of Emmett / dba Stewart Title of
Glenwood Springs / dba Stewart Title of Greeley / dba Stewart Title of
Leadville / dba Stewart Title of Nampa / dba Stewart Title of Oregon /
dba Stewart Title of Pueblo / dba Stewart Title of Steamboat Springs /
dba Stewart Title of Sterling / dba Stewart Title of Summit County /
dba Stewart Title of Vail / dba Stewart Title of South Texas Division /
dba Stewart, Pennsylvania / dba Sykes Title / dba Unified Title, A
Division of Stewart
Stewart Title Guaranty Company
Stewart Title Inspection Service, LLC
Stewart Title of Alabama, LLC
Stewart Title of Albuquerque, LLC
Stewart Title of Arkansas, LLC
Stewart Title of California, Inc.
Stewart Title of Dona Ana, Inc.
Stewart Title of Montgomery County, Inc.
Stewart Title of Oklahoma, Inc. / dba Stewart Abstract & Title of
Oklahoma
Stewart Title of Utah, Inc.
Stewart Valuation Intelligence, LLC
Stewart Valuation Services, LLC
Superior Title Services, LLC
Tampa Cypress Partners, Inc.
TCNM, LLC / dba Hildago County Abstract Company / dba Las
Cruces Abstract and Title Company / dba Luna Cruces Abstract &
Title Company
Texarkana Title & Abstract Company, Inc. / dba Stewart Title of
Texarkana
Third Capital Title Agency of Greater Cincinnati, LLC
Thomas Title & Escrow, LLC / dba Thomas National Settlement
Services / dba Thomas National Settlement Services, LLC / dba
Thomas Title and Escrow Agency
Title First Agency, Inc.
Townsend Title Insurance Agency, LLC
United Alliance Title Agency, LLC
United Title Guaranty Agency, LLC
US Title Agency, LLC
U.S. Title Company of Wichita County I, Ltd. / dba Stewart Title
Company of Wichita Falls
Virginia Affordable Housing Title Services, LLC
Western America Title Service, LLC
Yankton Title Company

HOLD HARMLESS AGREEMENT REGARDING AD VALOREM TAXES – LOSS OF EXEMPTION

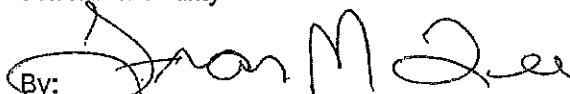
DATE: June 5, 2026
 GF No.: 2910366
 SELLER(S) Wendy Leigh Bankhead
 PURCHASER(S): Jefferson County
 PROPERTY: 20245 Hwy 90, China, TX 77613

The above described property is currently receiving the following exemptions for Ad Valorem taxes:

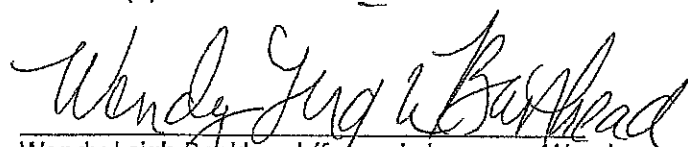
- a. X Residence Homestead Exemption
 - b. Over 65 Exemption
 - c. Disability Exemption
 - d. Veteran Exemption
1. Purchaser recognizes that the taxing authorities may retroactively reassess the property resulting in additional taxes being due on the Property should the Seller have claimed tax exemptions to which they were not entitled.
 2. The undersigned parties agree that in the event any additional taxes which may become due as a result of the loss of the above exemption(s) improperly claimed by the Seller, the undersigned parties will deal with all payments between themselves.
 3. The undersigned parties agree to save and hold Stewart Title Company, its agents and representatives harmless and to indemnify Stewart Title Company, its agents and representatives, of and from all liability loss or expense in connection therewith.

PURCHASER(S):

Jefferson County

By: 
 Fran Lee, County Auditor

SELLER(S):

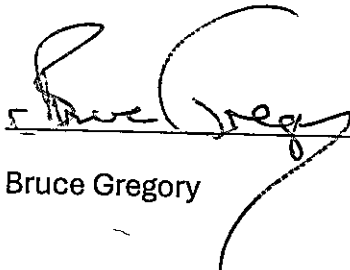

 Wendy Leigh Bankhead (formerly known as Wendy Leigh Ransom), as Independent Administrator of the Estate of David Wayne Ransom, deceased

AGREEMENT

I, Bruce Gregory, agree to provide magistrate duties for the Criminal Courts of Jefferson County, Texas, on days that other magistrates are unavailable as assigned by the Criminal District, 252nd District and the Drug Impact Courts designed to expedite the processing of felony criminal cases.

Payment for such service will be at the rate of \$350 per court session during weekdays, and \$400 per court session on holiday, weekends, or when juvenile detention hearings are held.

This agreement begins on June 17, 2026, for a term of one year. This agreement will continue to be renewed for one-year periods until either parties gives a 30-day cancellation notice.


Bruce Gregory

Approved by:

Jeff Branick

County Judge

Jefferson County, Texas

PGM: GMCOMMV2	DATE 06-16-2026	PAGE: 1
NAME	AMOUNT	CHECK NO. 138 TOTAL
ROAD & BRIDGE PCT.#1		
CLASSIC TINT	1,416.05	540242
BEAUMONT TRACTOR COMPANY	435.07	540244
ENTERGY	573.91	540263
M&D SUPPLY	332.36	540276
SANITARY SUPPLY, INC.	239.08	540291
SCOOTER'S LAWNMOWERS	514.52	540292
ACE IMAGEWEAR	25.44	540295
REPUBLIC SERVICES # 862	73.61	540365
		3,610.04**
ROAD & BRIDGE PCT.#2		
ENTERGY	753.05	540263
MID-COUNTY ALTERNATOR	650.00	540278
PHILPOTT MOTORS, INC.	32.32	540282
ACE IMAGEWEAR	41.52	540295
S.E. TEXAS BUILDING SERVICE	520.00	540296
AT&T	98.08	540306
SOUTHERN TIRE MART, LLC	1,137.36	540316
BUMPER TO BUMPER	315.00	540335
REPUBLIC SERVICES # 862	83.13	540365
AMAZON CAPITAL SERVICES	165.99	540400
		3,796.45**
ROAD & BRIDGE PCT. # 3		
FARM & HOME SUPPLY	7.36	540255
INTERSTATE BATTERIES OF BEAUMONT/PA	399.96	540269
NEFF BROS AUTO SERVICE	850.00	540280
PHILPOTT MOTORS, INC.	199.28	540282
S.E. TEXAS BUILDING SERVICE	162.50	540296
SUPERIOR SUPPLY & STEEL	404.25	540320
LOWE'S HOME CENTERS, INC.	270.51	540329
ON TIME TIRE	450.00	540351
REPUBLIC SERVICES # 862	73.61	540365
WALLER COUNTY ASPHALT	3,806.77	540368
ALL TERRAIN EQUIPMENT CO	756.97	540375
GFL ENVIRONMENTAL	844.64	540410
TEXAS MATERIALS	8,973.45	540414
		17,199.30**
ROAD & BRIDGE PCT.#4		
CINTAS, INC.	126.77	540247
ENTERGY	21.94	540263
M&D SUPPLY	179.46	540276
SOUTHEAST TEXAS WATER	90.95	540302
COUNTY HOME AND RANCH LP	188.55	540348
SAM'S CLUB DIRECT	99.96	540354
REPUBLIC SERVICES # 862	226.45	540365
CINTAS CORPORATION	60.14	540367
O'REILLY AUTO PARTS	482.14	540377
GULF COAST	5,571.45	540381
ODP BUSINESS SOLUTIONS, LLC	47.49	540398
MODERN CONCRETE & MATERIALS LLC	149.50	540403
CELLGATE	117.00	540404
TREVIPAY	359.99	540421
AMERICAN WELDING AND GAS INC	155.55	540424
		7,157.36**
ENGINEERING FUND		
UNITED STATES POSTAL SERVICE	600.88	540323
LINDA CATHEY	35.00	540397
		635.88**
PARKS & RECREATION		
CITY OF PORT ARTHUR - WATER DEPT.	100.19	540249
ENTERGY	1,381.17	540263
RITTER @ HOME	44.01	540290
		1,525.37**
GENERAL FUND		
TAX OFFICE		

PGM: GMCOMMV2	DATE 06-16-2026	PAGE: 2
NAME	AMOUNT	CHECK NO. 139 TOTAL
SOUTHEAST TEXAS WATER	370.70	540301
AT&T	97.52	540306
UNITED STATES POSTAL SERVICE	601.41	540323
LOWE'S HOME CENTERS, INC.	19.46	540329
ROCHESTER ARMORED CAR CO INC	378.40	540346
REPUBLIC SERVICES # 862	36.80	540365
		1,465.37*
COUNTY HUMAN RESOURCES		
UNITED STATES POSTAL SERVICE	12.66	540323
BAPTIST PHYSICIAN NETWORK	192.00	540324
BLUE TRITON BRANDS INC	130.94	540417
		335.60*
AUDITOR'S OFFICE		
UNITED STATES POSTAL SERVICE	21.61	540323
ODP BUSINESS SOLUTIONS, LLC	104.81	540398
		126.42*
COUNTY CLERK		
FED EX	15.94	540257
UNITED STATES POSTAL SERVICE	199.25	540323
FUNCTION 4 LLC	374.00	540370
ODP BUSINESS SOLUTIONS, LLC	81.00	540398
AMAZON CAPITAL SERVICES	25.99	540400
		696.18*
COUNTY JUDGE		
KIRKSEY'S SPRINT PRINTING	1.00	540275
JOHN EUGENE MACEY	1,000.00	540277
POSTMASTER	188.00	540283
KEVIN PAULA SEKALY PC	500.00	540293
UNITED STATES POSTAL SERVICE	2.51	540323
J.T. HAYNES	500.00	540338
MONTGOMERY COUNTY CLERK	425.00	540353
BRITTANIE HOLMES	500.00	540355
CARRIER LAW GROUP PC	500.00	540387
AMAZON CAPITAL SERVICES	24.13	540400
FLOYD T GETZ	462.46	540430
		4,103.10*
RISK MANAGEMENT		
UNITED STATES POSTAL SERVICE	4.41	540323
		4.41*
COUNTY TREASURER		
UNITED STATES POSTAL SERVICE	229.38	540323
		229.38*
PRINTING DEPARTMENT		
CINTAS CORPORATION	130.46	540367
		130.46*
PURCHASING DEPARTMENT		
UNITED STATES POSTAL SERVICE	6.29	540323
		6.29*
GENERAL SERVICES		
GARTH HOUSE	70,000.00	540260
JEFFERSON CTY. APPRAISAL DISTRICT	311,726.93	540273
SOUTHEAST TEXAS WATER	53.95	540304
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	540309
LJA ENGINEERING INC	1,371.16	540352
FIBERLIGHT LLC	2,009.00	540386
TREVIPAY	93.96	540421
		388,455.00*
DATA PROCESSING		
VISTA SOLUTIONS GROUP, LP	16,231.82	540331
ODP BUSINESS SOLUTIONS, LLC	156.43	540398
US BANK NATIONAL ASSOCIATION	386.94	540420
BRANDON TRAN	406.73	540425
		17,181.92*
VOTERS REGISTRATION DEPT		

PGM: GMCOMMV2	DATE 06-16-2026	PAGE: 3
NAME	AMOUNT	CHECK NO. 140 TOTAL
UNITED STATES POSTAL SERVICE	183.61	540323
ELECTIONS DEPARTMENT		183.61*
UNITED STATES POSTAL SERVICE	176.12	540323
AMG PRINTING & MAILING LLC	10.37	540374
DISTRICT ATTORNEY		186.49*
UNITED STATES POSTAL SERVICE	162.37	540323
US BANK NATIONAL ASSOCIATION	1,218.30	540420
DISTRICT CLERK		1,380.67*
UNITED STATES POSTAL SERVICE	410.34	540323
FUNCTION 4 LLC	600.00	540370
ODP BUSINESS SOLUTIONS, LLC	241.60	540398
CRIMINAL DISTRICT COURT		1,251.94*
THOMAS J. BURBANK PC	1,510.77	540245
CHEROKEE COUNTY CLERK	640.00	540252
NATHAN REYNOLDS, JR.	800.00	540289
KIMBERLY R. BROUSSARD	198.00	540345
US BANK NATIONAL ASSOCIATION	263.00	540420
58TH DISTRICT COURT		3,411.77*
SOUTHEAST TEXAS WATER	49.95	540303
UNITED STATES POSTAL SERVICE	36.10	540323
US BANK NATIONAL ASSOCIATION	263.00	540420
60TH DISTRICT COURT		349.05*
UNITED STATES POSTAL SERVICE	1.48	540323
252ND DISTRICT COURT		1.48*
TODD W LEBLANC	900.00	540240
WENDELL RADFORD	800.00	540287
UNITED STATES POSTAL SERVICE	2.22	540323
THE LAW OFFICE OF CHRISTY L CAUTHEN	800.00	540407
279TH DISTRICT COURT		2,502.22*
SOUTHEAST TEXAS WATER	53.95	540305
UNITED STATES POSTAL SERVICE	51.80	540323
317TH DISTRICT COURT		105.75*
PHILLIP DOWDEN	325.00	540241
THOMAS J. BURBANK PC	325.00	540245
CATHERINE BRUNEY	700.00	540268
MARVA PROVO	325.00	540284
ANITA F. PROVO	1,650.00	540285
NATHAN REYNOLDS, JR.	325.00	540289
KEVIN PAULA SEKALY PC	325.00	540293
UNITED STATES POSTAL SERVICE	.74	540323
GLEN M. CROCKER	950.00	540325
JOEL WEBB VAZQUEZ	1,050.00	540334
JUSTICE COURT-PCT 1 PL 1		5,975.74*
SOUTHEAST TEXAS WATER	45.45	540299
UNITED STATES POSTAL SERVICE	90.36	540323
JUSTICE COURT-PCT 1 PL 2		135.81*
UNITED STATES POSTAL SERVICE	56.53	540323
JUSTICE COURT-PCT 6		56.53*
UNITED STATES POSTAL SERVICE	40.76	540323
JUSTICE COURT-PCT 7		40.76*

PGM: GMCOMMV2	DATE 06-16-2026	PAGE: 4
NAME	AMOUNT	CHECK NO. 141 TOTAL
US POSTAL SERVICE	2,340.00	540327 2,340.00*
COUNTY COURT AT LAW NO.1		
SOUTHEAST TEXAS WATER	63.20	540298
STATE BAR OF TEXAS	129.50	540307
UNITED STATES POSTAL SERVICE	27.38	540323
TINA M GRANGER	197.75	540422 417.83*
COUNTY COURT AT LAW NO. 2		
CHARLES ROJAS	350.00	540319
UNITED STATES POSTAL SERVICE	37.74	540323
LANGSTON ADAMS	825.00	540330 1,212.74*
COUNTY COURT AT LAW NO. 3		
MARVA PROVO	1,400.00	540284
UNITED STATES POSTAL SERVICE	9.62	540323
JOEL WEBB VAZQUEZ	1,475.00	540334
JENNIFER DELAGE	775.00	540369
LAW OFFICE OF GILES R COLE & ASSOC	775.00	540389
THE WALKER LAW FIRM	1,400.00	540390
THE LAW OFFICE OF CHRISTY L CAUTHEN	750.00	540407 6,584.62*
COURT MASTER		
UNITED STATES POSTAL SERVICE	2.22	540323 2.22*
COMMUNITY SUPERVISION		
CHARTER COMMUNICATIONS	110.57	540395 110.57*
SHERIFF'S DEPARTMENT		
CITY OF NEDERLAND	48.18	540251
FED EX	41.93	540258
GT DISTRIBUTORS, INC.	2,674.50	540259
W.W. GRAINGER, INC.	620.85	540261
ENTERGY	770.96	540263
MOORMAN & ASSOCIATES, INC.	925.00	540279
ROCI	500.00	540286
AT&T	197.77	540306
WESCO DISTRIBUTION, INC.	725.90	540313
CDW COMPUTER CENTERS, INC.	2,060.59	540318
UNITED STATES POSTAL SERVICE	2,924.79	540323
RITA HURT	975.00	540350
24 HR SAFETY LLC	538.83	540360
GALLS LLC	107.89	540363
REPUBLIC SERVICES # 862	73.61	540365
TND WORKWEAR CO LLC	285.65	540371
JM TEST SYSTEMS INC	918.75	540388
T-MOBILE USA INC.	50.00	540396
ODP BUSINESS SOLUTIONS, LLC	1,550.97	540398
AMAZON CAPITAL SERVICES	490.61	540400
WILLIAM O HORN	1,250.00	540409
EASTEX TACTICAL	1,530.00	540416
AT&T	70.00	540428 19,331.78*
JAIL - NO. 2		
CITY OF BEAUMONT - WATER DEPT.	16.00	540248
W.W. GRAINGER, INC.	169.59	540261
ENTERGY	42,353.38	540263
REPUBLIC SERVICES # 862	5,183.52	540365
US BANK NATIONAL ASSOCIATION	550.00	540420 48,272.49*
JUVENILE PROBATION DEPT.		
UNITED STATES POSTAL SERVICE	27.52	540323
DEMICA HENTON	17.40	540405
SHAQUITTA MITCHELL	71.05	540406 115.97*
JUVENILE DETENTION HOME		

PGM: GMCOMMV2	DATE 06-16-2026	PAGE: 5
NAME	AMOUNT	CHECK NO. 142 TOTAL
ENTERGY	6,168.65	540263
BEN E KEITH COMPANY	5,426.07	540333
THE MEDICAL CENTER OF SOUTHEAST TX	362.17	540337
A1 FILTER SERVICE COMPANY	359.00	540349
REPUBLIC SERVICES # 862	519.60	540365
		12,835.49*
CONSTABLE PCT 1		
CDW COMPUTER CENTERS, INC.	52.58	540318
UNITED STATES POSTAL SERVICE	35.83	540323
US BANK NATIONAL ASSOCIATION	54.22	540420
		142.63*
CONSTABLE-PCT 2		
CRAIG TURNER	450.00	540357
		450.00*
CONSTABLE-PCT 4		
DISH NETWORK	99.43	540341
AMAZON CAPITAL SERVICES	342.99	540400
		442.42*
CONSTABLE-PCT 6		
UNITED STATES POSTAL SERVICE	9.27	540323
		9.27*
CONSTABLE PCT. 8		
SAM HOUSTON STATE UNIVERSITY	395.00	540364
		395.00*
AGRICULTURE EXTENSION SVC		
SOUTHEAST TEXAS WATER	54.95	540300
DAVID OATES	221.85	540366
AMAZON CAPITAL SERVICES	316.74	540400
US BANK NATIONAL ASSOCIATION	396.50	540420
TREVIPAY	122.34	540421
		1,112.38*
HEALTH AND WELFARE NO. 1		
ENTERGY	70.00	540266
UNITED STATES POSTAL SERVICE	92.70	540323
VECTOR SECURITY	268.00	540373
LISA WASHINGTON	220.40	540399
		651.10*
HEALTH AND WELFARE NO. 2		
CITY OF PORT ARTHUR - WATER DEPT.	40.00	540250
ENTERGY	140.00	540267
TEXAS GAS SERVICE	70.00	540332
EZEAD EDE MD	165.00	540384
		415.00*
NURSE PRACTITIONER		
BAK GLOBAL LLC	100.00	540401
		100.00*
ENVIRONMENTAL CONTROL		
US POSTAL SERVICE	780.00	540326
		780.00*
INDIGENT MEDICAL SERVICES		
CARDINAL HEALTH 110 INC	7,234.79	540358
PIONEERRX LLC	799.97	540426
		8,034.76*
EMERGENCY MANAGEMENT		
TREVIPAY	50.64	540421
		50.64*
MAINTENANCE-BEAUMONT		
THE LABICHE ARCHITECTURAL GROUP	800.00	540243
REPUBLIC SERVICES # 862	1,558.80	540365
AMAZON CAPITAL SERVICES	145.29	540400
		2,504.09*
MAINTENANCE-PORT ARTHUR		

PGM: GMCOMMV2	DATE 06-16-2026	PAGE: 6
NAME	AMOUNT	CHECK NO. 143 TOTAL
FAST SIGNS, INC.	35.00	540256
ENTERGY	5,243.05	540263
S.E. TEXAS BUILDING SERVICE	5,000.00	540296
LOWE'S HOME CENTERS, INC.	264.40	540329
CHARTER COMMUNICATIONS	125.28	540393
TREVIPAY	186.18	540421
		10,853.91*
MAINTENANCE-MID COUNTY		
ENTERGY	2,231.41	540263
SANITARY SUPPLY, INC.	172.40	540291
SETZER HARDWARE, INC.	8.09	540294
S.E. TEXAS BUILDING SERVICE	3,608.32	540296
TRIANGLE BLUE PRINT CO., INC.	25.00	540311
REPUBLIC SERVICES # 862	83.13	540365
		6,128.35*
SERVICE CENTER		
J.K. CHEVROLET CO.	1,920.64	540271
PHILPOTT MOTORS, INC.	261.45	540282
AT&T	52.28	540306
TRI-CON, INC.	11,490.54	540312
S.E. TEXAS AUTO EQUIPMENT	78.00	540315
BUMPER TO BUMPER	624.60	540335
MIGHTY OF SOUTHEAST TEXAS	121.76	540347
ADVANCE AUTO PARTS	150.34	540356
REPUBLIC SERVICES # 862	83.13	540365
US BANK NATIONAL ASSOCIATION	35.50	540420
		14,818.24*
VETERANS SERVICE		
CASH ADVANCE ACCOUNT	2,163.71	540274
		2,163.71*
		568,591.16**
MOSQUITO CONTROL FUND		
CITY OF NEDERLAND	100.18	540251
EASTEX RUBBER & GASKET	130.40	540254
ENTERGY	499.67	540263
JACK BROOKS REGIONAL AIRPORT	1,594.23	540272
OVERHEAD DOOR CO.	291.00	540281
ACE IMAGEWEAR	23.85	540295
AT&T	46.04	540306
FASTENAL	17.04	540317
REPUBLIC SERVICES # 862	83.13	540365
TARGET SPECIALTY PRODUCTS	23,518.80	540372
O'REILLY AUTO PARTS	53.83	540377
NUTRIEN AG SOLUTIONS, INC	11,602.80	540380
ES OPCO USA LLC	139,621.68	540383
US BANK NATIONAL ASSOCIATION	230.26	540420
LIFT AVIATION	3,333.99	540429
		181,099.20**
SECURITY FEE FUND		
ALLIED UNIVERSAL SECURITY SERVICES	10,996.98	540382
		10,996.98**
SHSP/CCP2005/RURAL LAW EN		
OCARC INC	600.00	540314
		600.00**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	65.59	540321
		65.59**
COMMUNITY SUPERVISION FND		
TDCJ-TLDD CONFERENCE FUND	250.00	540246
INTOXIMETERS, INC.	1,430.00	540270
UNITED STATES POSTAL SERVICE	96.41	540323
ORION HEALTHCARE TECHNOLOGY	3,420.00	540336
LOCAL GOVERNMENT SOLUTIONS LP	7,662.00	540343
CHARTER COMMUNICATIONS	134.72	540394
AMAZON CAPITAL SERVICES	811.20	540400

PGM: GMCOMMV2	DATE 06-16-2026	PAGE: 7
NAME	AMOUNT	CHECK NO. 144 TOTAL
US BANK NATIONAL ASSOCIATION	925.00	540420
STRING INC	16,929.00	540431
		31,658.33**
COMMUNITY CORRECTIONS PRG		
ACRISURE MID ATLANTIC XS PROGRAM	919.00	540418
US BANK NATIONAL ASSOCIATION	706.18	540420
		1,625.18**
SHERIFF'S TRAINING GRANT		
EAN SERVICES LLC	3,305.15	540362
		3,305.15**
LAW OFFICER TRAINING GRT		
ENTERGY	453.80	540263
		453.80**
REGIONAL COMM. SAVNS		
SYLOGISTGOV INC	7,659.84	540427
		7,659.84**
HURRICANE LEPC GRANTS		
RICHARD "ALEX" RUPP	1,314.04	540340
ROBERT GRIMM	1,186.04	540376
		2,500.08**
HOTEL OCCUPANCY TAX FUND		
CINTAS, INC.	167.71	540247
AT&T	110.54	540306
TEXAS PARKS & WILDLIFE DEPARTMENT	200.00	540310
UNITED STATES POSTAL SERVICE	3.84	540323
KATHI HUGHES	134.85	540339
REPUBLIC SERVICES # 862	83.13	540365
GEORGE WEST	12.33	540392
LAMAR RESEARCH FOUNDATION	15,500.00	540423
		16,212.40**
CAPITAL PROJECTS FUND		
THE LABICHE ARCHITECTURAL GROUP	500.00	540243
		500.00**
AIRPORT FUND		
CINTAS, INC.	142.89	540247
ENTERGY	14,609.90	540265
OVERHEAD DOOR CO.	308.50	540281
RED RIVER SPECIALITIES LLC	2,369.76	540288
AT&T	451.28	540306
SUTHERLAND LUMBER CO.	135.96	540308
UNITED STATES POSTAL SERVICE	1.48	540323
WESTEND HARDWARE CO	68.38	540328
LOWE'S HOME CENTERS, INC.	49.91	540329
MODERN AG PRODUCTS LTD	1,615.48	540342
SOUTHEAST TEXAS PARTS AND EQUIPMENT	27.96	540359
REPUBLIC SERVICES # 862	415.66	540365
TITAN AVIATION FUELS	92,321.58	540378
AMAZON CAPITAL SERVICES	1,044.17	540400
		113,562.91**
SE TX EMP. BENEFIT POOL		
NEUROMUSCULAR CORPORATE SOLUTIONS	19,800.00	540379
LIVINITI LLC	500.00	540413
LANTERN SPECIALTY CARE	123.60	540415
		20,423.60**
SETEC FUND		
REPUBLIC SERVICES # 862	3,770.00	540365
		3,770.00**
LANGUAGE ACCESS FUND		
MASTERWORD SERVICES, INC	487.96	540391
RUBEN ZAPATA	400.00	540402
ERIKA BURGE	200.00	540412
		1,087.96**
ARPA CORONAVIRUS RECOVERY		

PGM: GMCOMMV2	DATE	PAGE: 8
NAME	06-16-2026	
	AMOUNT	CHECK NO. 145 TOTAL
TIDAL BASIN GOVERNMENT CONSULTING	15,771.25	540385
CITY OF NOME	295,422.42	540408
		311,193.67**
GLO DISASTER RECOVERY		
DRAINAGE DISTRICT # 6	102,035.00	540253
		102,035.00**
GUARDIANSHIP FEE		
JOHN EUGENE MACEY	300.00	540277
ANITA F. PROVO	300.00	540285
FRIENDS FOR LIFE	6,300.00	540411
		6,900.00**
APPELLATE JUDICIAL SYSTEM		
9TH COURT OF APPEALS	2,014.89	540344
		2,014.89**
MARINE DIVISION		
ENTERGY	807.86	540263
JACK BROOKS REGIONAL AIRPORT	535.94	540272
SETZER HARDWARE, INC.	11.69	540294
SOUTHEAST TEXAS WATER	71.45	540297
AT&T	118.44	540306
ARROW AVIATION CO LLC	742.98	540361
US BANK NATIONAL ASSOCIATION	2,475.53	540420
		4,763.89**
		1,424,944.03***



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

1085 Pearl St, Room 103
Beaumont, TX 77701

Jevonne Smith Pollard
Constable, Precinct One

June 9, 2026

Jeff Branick, County Judge
1149 Pearl Street.
Beaumont, Tx 77701

Re: Agenda Item

Dear Judge Branick,

I would like to place an item on the agenda for the Commissioner's Court Meeting
Tuesday, June 16, 2026

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

Sincerely,

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

Jevonne Pollard
Constable Pct.

Gene A. Winston, Jr.

Constable PCT. 8

525 Lakeshore Drive

Port Arthur, TX 77640



Amanda Galvan-Chatlin

Senior Office Specialist

Phone: 409-983-8311

Fax: 409-983-8303

jcp8@jeffersoncountytexas.gov

June 9, 2026

Jefferson County Commissioner's Court

Jefferson County Courthouse

1149 Pearl Street

Beaumont, Texas 77701

Honorable Judge and Commissioners:

Please consider and approve the hiring of Kenneth Breakfield as a Reserve Deputy Constable with Constable Precinct 8, in accordance with Texas Local Government Code (LGC) 86.011.

Mr. Breakfield is a certified Peace Officer whose commission is currently active. He has been verified and cleared through the Texas Commission on Law Enforcement (TCOLE) and meets the requirements for hiring.

Should you require any additional information, please do not hesitate to contact me. Thank you for your consideration and cooperation in this matter.

Respectfully submitted,

Gene A. Winston, Jr.

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

Constable, Precinct 8

Exhibit A

Lease Boundary

+/- 22.5 acres





TEXAS MILITARY DEPARTMENT

Post Office Box 5218
Austin, Texas 78763-5218
512-782-5001

STATE LEASE

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

1. PARTIES

This Agreement is made and entered into on this 16th day of JUNE, 2026 by and between LESSOR, JEFFERSON COUNTY, and LESSEE, STATE OF TEXAS, acting by and through the Texas Military Department (Department).

2. PROPERTY LEASED

22.5 acres, occupied by the
Texas Military Department at
Address:

See Exhibit A for full description.

LESSOR promises, in return for the consideration described herein to be paid by LESSEE and the covenants set out herein to be kept by LESSEE, to hereby lease, unto LESSEE, the Property and Premises described herein.

LESSOR also promises to furnish any and all requirements related to such Property and Premises as set out in this lease, all of which are incorporated herein by reference and made a part hereof for all purposes.

3. TERMS OF LEASE

This lease shall be for a period of thirty (30) years, commencing on the 16th day of JUNE, 2026 ("Commencement Date") and ending on the 15th day of JUNE, 2056 ("Termination Date"), unless sooner terminated as herein provided. This lease shall automatically renew for three (3) additional five (5) year term periods, without further notice unless and until the LESSEE shall give notice of termination in accordance with Paragraph 6 (f), and in no event shall the term of this lease extend beyond 15th day of JUNE, 2071.

4. RENTAL

For and in consideration of this lease and in lieu of cash rental payments, ownership of

all improvements to the property shall revert to the LESSOR upon termination of the lease.

This lease contract is made and entered into in accordance with and subject to the provisions of the Texas Constitution and the Texas Government Code, Title 4, Chapter 437, Subchapter A, and is made contingent upon the continuation of the availability of money appropriated by the government to pay for the lease. In the event that funds cease to be available for the rental payments, upon 90 days' written notice to the LESSOR, LESSEE may terminate this lease without penalty.

5. GENERAL TERMS AND CONDITIONS

- a. LESSOR covenants and agrees to pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the leased Property and improvements during the term of the lease; and to keep the leased Property and Premises, in good order, repair and condition during the continuance of the term of the lease.
- b. LESSOR hereby covenants and agrees that hereafter, and during the term of this lease, it will not rent, lease or otherwise furnish space on this or any adjacent property under its control to any enterprise which, in the usual exercise of its business, could be expected to create noise or odors injurious or disruptive to the occupying agency's normal governmental activity. LESSOR covenants and agrees it will not lease space that would locate or co-locate any regulated parties which have an interest in the occupying agency to be in violation of State or Federal statute.
- c. LESSOR warrants that to the best of their actual knowledge, the leased Premises is not in violation of any city, state or local ordinance or statute or any restriction imposed against the leased Premises.
- d. LESSOR hereby covenants and agrees that LESSEE may bring on the leased Premises any and all furniture, fixtures and equipment necessary for the efficient exercise of LESSEE'S governmental responsibilities and the parties agree that all such Property shall remain the Property of LESSEE.
- e. On termination of this lease, by lapse of time or otherwise, LESSEE shall have removed from said Premises any and all equipment, appliances or other Property placed or owned by it thereon. Any property remaining on the premises sixty (60) days after the termination of this lease is forfeit and becomes the property of the LESSOR.
- f. If during the term of this lease, said Premises, or any portion thereof, shall be condemned for any public purpose, LESSEE hereto shall have the option of terminating and canceling this lease upon thirty (30) days written notice to the LESSOR of its election to do so.
- g. LESSEE hereby covenants and agrees to begin construction in or before Fiscal Year _____. If LESSEE fails to break ground on time or otherwise fails to perform its obligations hereunder and this failure is not cured within 120 days after written notice from LESSOR to LESSEE of such failure, then LESSEE is in default, and

the LESSOR may terminate this Lease and may enter and take possession of Premises. No provision, covenant or agreement contained in this Lease shall be deemed a waiver of sovereign immunity of the State of Texas from tort or other liability.

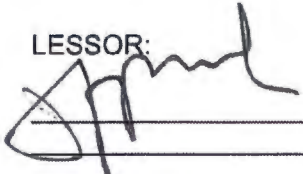
- h. The failure of the LESSEE or LESSOR to insist in any one or more instances on a strict performance of any of the covenants of this lease shall not be construed as a waiver or relinquishment of such covenants in future instances, but the same shall continue and remain in full force and effect.
- i. This agreement and each and all of its covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of LESSOR, and the successor in office of LESSEE.
- j. This agreement shall be governed by Texas law.
- k. LESSOR understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. LESSOR further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. LESSOR will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through LESSOR and the requirement to cooperate is included in any subcontract it awards.
- l. This lease shall be effective as of the date that all parties execute this lease contract. All proposals, negotiations, notices and representations with reference to matters covered by this lease are merged in this instrument and no amendment or modification thereof shall be valid unless evidenced in writing and signed by all parties as identified below.
- m. If, after the Termination Date, the Government shall retain possession of the Premises, the Lease shall continue in full force and effect on a month-to-month basis, not to exceed 180 days.

6. SPECIAL PROVISIONS

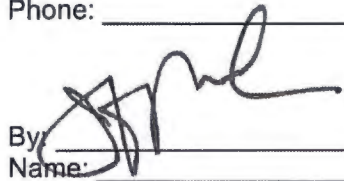
- a. In signing this lease contract, the LESSOR certifies that the leased Premises to be occupied shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations, which include compliance with all applicable handicap accessibility requirements. Acceptance of the Property does not exonerate LESSOR from meeting all the requirements. No requirements may be waived by LESSEE or the occupying agency.
- b. From time to time, LESSEE may be required to comply with Department of Defense security measures which may obligate LESSEE to modify subject premises, at LESSEE'S expense. LESSOR hereby agrees and acknowledges that LESSEE is permitted to make necessary changes to the property which comply with security requirements.

- c. LESSOR agrees to authorize and provide any utility easements necessary for required service(s) to improvements, the expense of which will be LESSEE's.
- d. All maintenance and repair during the term of this lease is the sole responsibility of LESSEE.
- e. By mutual agreement between LESSEE and LESSOR, this lease may be renewed up to three (3) times for a period of up to five (5) years each, under the said terms and conditions.
- f. Termination: this lease may be terminated by either party, for any reason, given ninety (90) days' written notice to the other party.

LESSOR:



Phone: _____

By: 
Name: _____
Title: _____

Date: JUNE 16, 2024

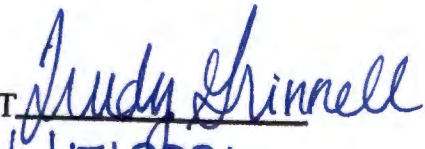
LESSEE:

Texas Military Department
Attn: CFMO Real Property
PO Box 5218
Austin, TX 78763-5218

Phone: 512-782-5723

By: _____
Zebadiah E. Miller
COL, EN, TXARNG
Director, Construction and Facilities
Management Office

Date: _____

ATTEST 

DATE 6/17/2024



Permit No. 06 - P -26
 Precinct No. 1

NOTICE OF PROPOSED PLACEMENT OF
 PUBLIC UTILITY LINE/Common CARRIER PIPELINE WITHIN
 JEFFERSON COUNTY RIGHT-OF-WAY
 (2003 REVISION)

Date: 5-20-26

HONORABLE COMMISSIONERS' COURT
 JEFFERSON COUNTY
 BEAUMONT, TEXAS 77701

Gentlemen:

Low Carbon Logistics CCS Transport LLC, (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of CO2 within Jefferson County including 1 Fiber Optic Line, location of which is fully described as follows:

13 pages of drawings attached.

Construction will begin on or after August 30th 20 26

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 2026 and all subsequent revisions thereof to date.

Company Low Carbon Logistics CCS Transport LLC

By Kelli McMahon

Title Attorney-in-Fact
22777 Springwoods Village Pkwy

Address Spring, TX 77479

Telephone 800-537-5200

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.

2. Corporation/Person product is to be purchased from/delivered to:

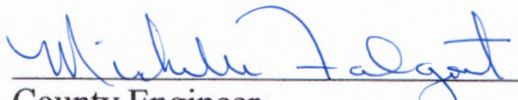
Enclosed, please find the required application fee:

<u>7</u>	road crossing @ \$100.00	\$ <u>700.00</u>
_____	miles parallel @ \$150.00/mile or fraction	\$ _____
TOTAL _____		\$ <u>700.00</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has Been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 35,000.00


County Engineer

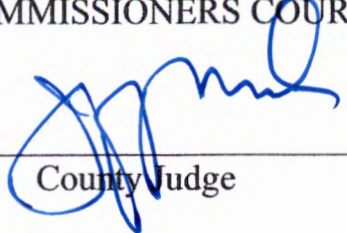
06/16/2026
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 35,000.00. Special conditions of construction (are/are not) attached hereto.

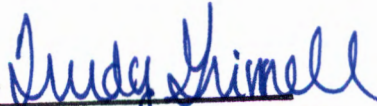
COMMISSIONERS COURT

By

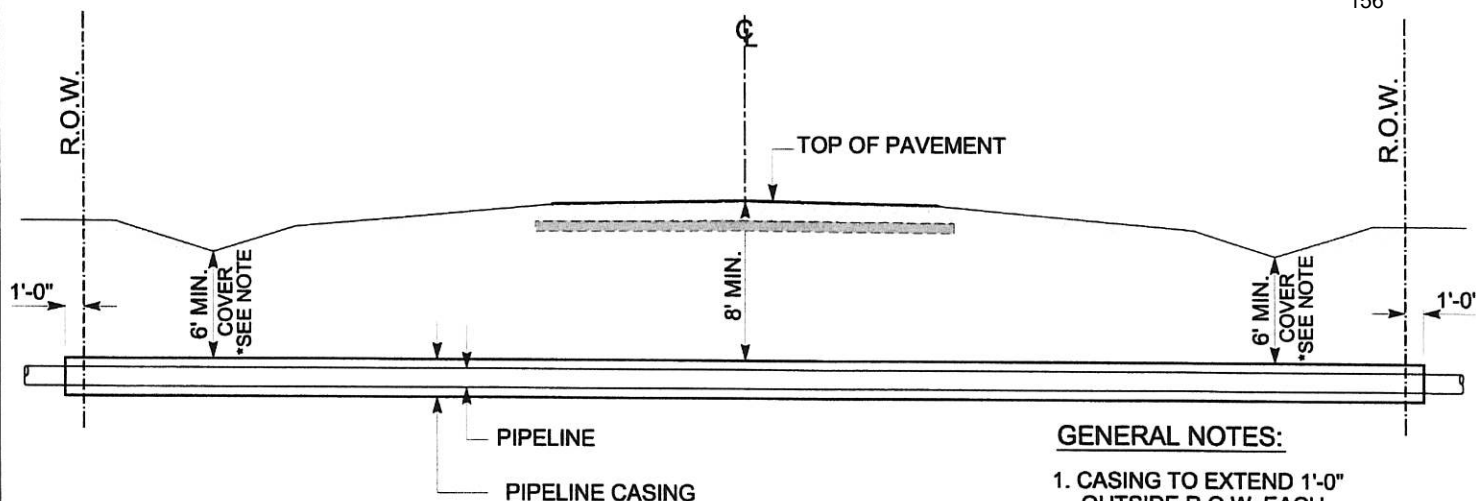

County Judge

ATTEST

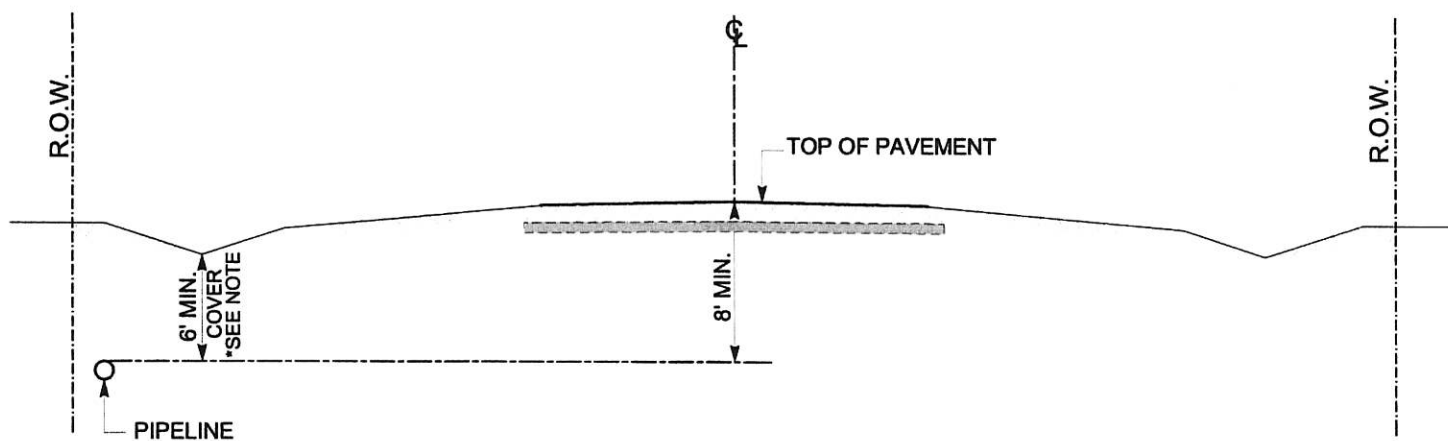
DATE


6/17/2026



**GENERAL NOTES:**

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSINGN.T.S**GENERAL NOTES:**

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINEN.T.SJEFFERSON COUNTY
ENGINEERING DEPARTMENT**PIPELINE DETAILS (STD)**

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		



PERFORMANCE BOND
(Annual Form)

Bond No. 019102861

KNOW ALL MEN BY THESE PRESENTS, that we, LOW CARBON LOGISTICS CCS TRANSPORT LLC
as Principal, and LIBERTY MUTUAL INSURANCE COMPANY,
licensed to do business in the State of Texas, as Surety, are held and firmly bound unto
JEFFERSON COUNTY, TEXAS (Obligee), in the penal sum of _____
THIRTY FIVE THOUSAND and No/100 _____
Dollars (\$35,000.00), lawful money of the United States of America, for the payment of which sum, well and
truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a
certain written Contract with the above named Obligee, effective the 1st day of June, 2026,
and terminating the 1st day of June, 2027, for CO2 Pipeline and Fiber Optics for Sunflower Project
and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and
incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of
the bond as set out below.

NOW THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform
the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void,
otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the
following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from June 1, 2026
until June 1, 2027, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal,
by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself
constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety
under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event
exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as
supplements thereto.

Sealed with our seals and dated this 1st day of June, 2026.

LOW CARBON LOGISTICS CCS TRANSPORT LLC

Witness

Principal

LIBERTY MUTUAL INSURANCE COMPANY

Witness Elizabeth B. Pendleton, Witness

Attorney-in-Fact James M. DiSciullo, Attorney-in-Fact

Agreed and acknowledged this _____ day of _____, _____.

By: _____

Obligee



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213110- 019008**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nevin L. Beyer, Jonathan F. Black, Denise M. Bruno, Julia R. Burnet, Elizabeth P. Cervini, James M. DiSciullo, Stephanie S. Helmig, Melissa J. Hinde, Christine M. Hrusovsky, David A. Johnson, Elizabeth B. Pendleton, Michelle L. Richards, David C. Rosenberg, Harry C. Rosenberg, John E. Rosenberg, Matthew J. Rosenberg

all of the city of Wayne state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of February, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 10th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney, executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of June, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2025

Assets	Liabilities
Cash and Bank Deposits.....\$4,639,129,070.00	Unearned Premiums.....\$9,548,471,466.00
*Bonds – U.S Government.....\$24,121,444,319.00	Reserve for Claims and Claims Expense.....\$28,631,659,506.00
*Other Bonds.....\$2,170,686,911.00	Funds Held Under Reinsurance Treaties.....\$318,121,716.00
*Stocks.....\$17,859,797,169.00	Reserve for Dividends to Policyholders.....\$924,130.00
Real Estate.....\$82,931,297.00	Additional Statutory Reserve.....\$190,397,000.00
Agents' Balances or Uncollected Premiums...\$6,938,791,711.00	Reserve for Commissions, Taxes and Other Liabilities.....\$7,407,537,792.00
Accrued Interest and Rents.....\$264,147,662.00	Total.....\$46,097,112,301.00
Other Admitted Assets.....\$23,084,138,197.00	Special Surplus Funds.....\$157,770,770.00
Total Admitted Assets.....\$79,161,066,336.00	Capital Stock.....\$10,000,075.00
	Paid in Surplus.....\$13,694,993,624.00
	Unassigned Surplus.....\$19,201,189,566.00
	Surplus to Policyholders.....\$33,063,954,035.00
	Total Liabilities and Surplus.....\$79,161,066,336.00

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, NATHAN J. ZANGERLE, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2025, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Plymouth Meeting, Pennsylvania, this 10th day of March, 2026.

Teresa Pastella

Teresa Pastella, Notary Public



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary



Asset	State	County/Parish	Permitting Authority	Tract #	Revisions/Drawing #	Feature Name	Utility Type	Method
Sunflower 1	TX	Jefferson	Permitting Authority - Jefferson County, Texas 1149 Pearl Street Beaumont, Texas 77701	SUN-JE-001.210.900	USSF-TX245-AW-CG-DIA-0250	Lawhon Rd	Pipeline 20"	HDD
Sunflower 1	TX	Jefferson	Permitting Authority - Jefferson County, Texas 1149 Pearl Street Beaumont, Texas 77701	SUN-JE-001.200.900	USSF-TX245-AW-CG-DIA-0248	GREEN POND GULLY ROAD	Pipeline 20"	HDD
Sunflower 1	TX	Jefferson	Permitting Authority - Jefferson County, Texas 1149 Pearl Street Beaumont, Texas 77701	SUN-JE-006.900	USSF-TX245-AW-CG-DIA-0211	S China Rd	Pipeline 20"	Bore
Sunflower 1	TX	Jefferson	Permitting Authority - Jefferson County, Texas 1149 Pearl Street Beaumont, Texas 77701	SUN-JE-009.900	USSF-TX245-AW-CG-DIA-0216	McDermand Rd	Pipeline 20"	Bore
Sunflower 1	TX	Jefferson	Permitting Authority - Jefferson County, Texas 1149 Pearl Street Beaumont, Texas 77701	SUN-JE-010.900	USSF-TX245-AW-CG-DIA-0218	Thompson Rd	Pipeline 20"	Bore
Sunflower 1	TX	Jefferson	Permitting Authority - Jefferson County, Texas 1149 Pearl Street Beaumont, Texas 77701	SUN-JE-A-013.809.900	USSF-TX245-AW-CG-DIA-0223	Old Grayburg Rd	Pipeline 12"	HDD
Sunflower	TX	Jefferson	Permitting Authority - Jefferson County, Texas 1149 Pearl Street Beaumont, Texas 77701	SUN-JE-A-013.809.900	USSF-TX245-AW-CG-DIA-0239	Old Grayburg Rd	Fiber	HDD

Ditch 600 - Green Pond Gully

Green Pond Gully Rd

Ditch 605-D

Lawhon Rd

Lawhon Rd

MP 618
MP 18

-13 S-B-13

Google Earth

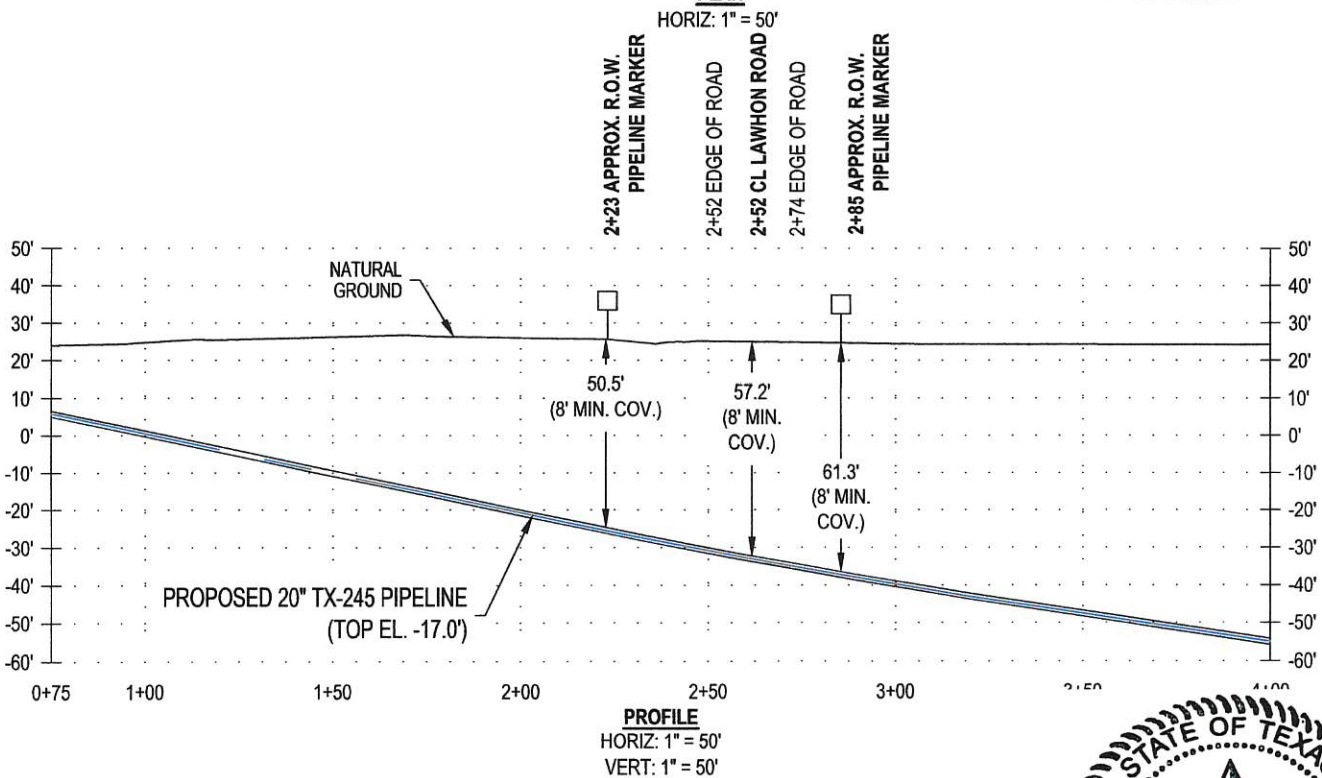
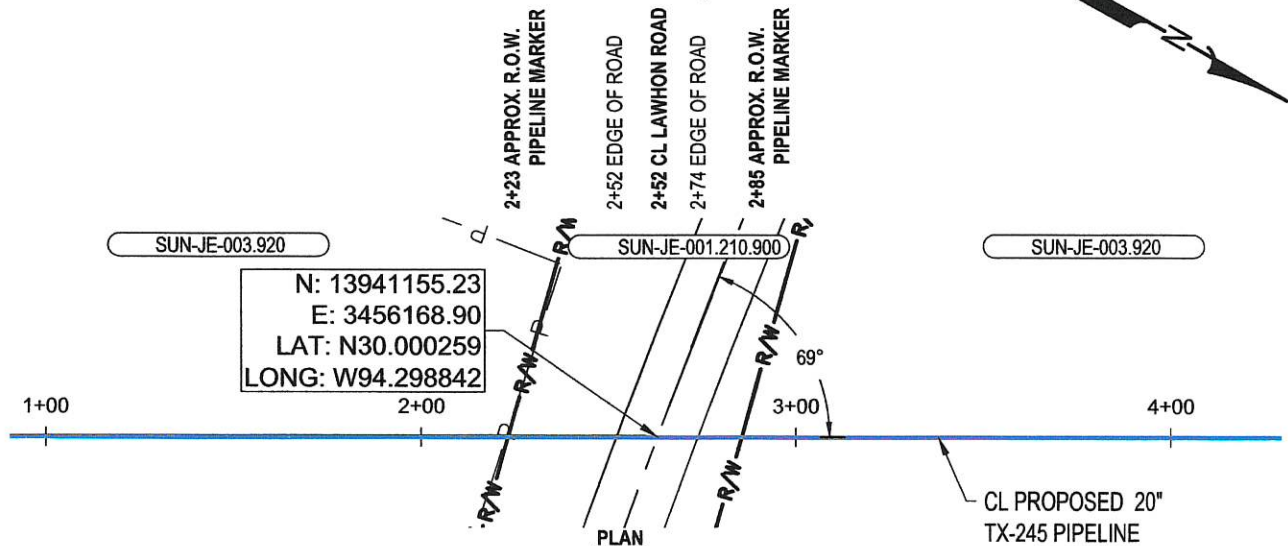
Image © 2026 Airbus

200 ft



JEFFERSON COUNTY, TEXAS

162

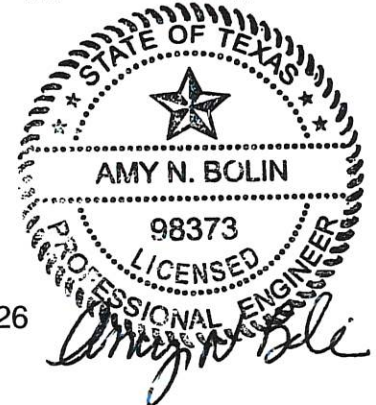


NOTES:

- CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE WHEN CROSSING UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF).
- ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION/INSTALLATION ACTIVITIES.
- THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

- PRODUCT: DENSE PHASE CO₂
- CROSSING PIPE: 20.000" O.D. X 0.732" W.T., X-65, HFW W/ 12-16 MILS FBE & 20-24 MILS ARO
- MINIMUM TEST PRESSURE: 3,450 PSIG
- MAXIMUM OPERATING PRESSURE: 2,300 PSIG
- INSTALLATION METHOD: HDD
- CATHODIC PROTECTION: IMPRESSED CURRENT



DRAWN	CBG	DATE	04/23/2026
CHECKED	TM	DATE	04/24/2026
APP'D	AB	DATE	04/24/2026
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25008044		

ExxonMobil



TX-245 PIPELINE PROJECT

JEFFERSON COUNTY ROAD CROSSING PERMIT

PROPOSED 20" TX-245 PIPELINE

LAWHON ROAD

SUN-JE-001.210.900

DRAWING NO.

USSF-TX245-AW-CG-DIA-0250

REV.

0



Google Earth

Image © 2026 Airbus

Green Pond Gully Rd

Green Pond Gully Rd

Green Pond Gully Rd

Ditch 600 - Green Pond Gully

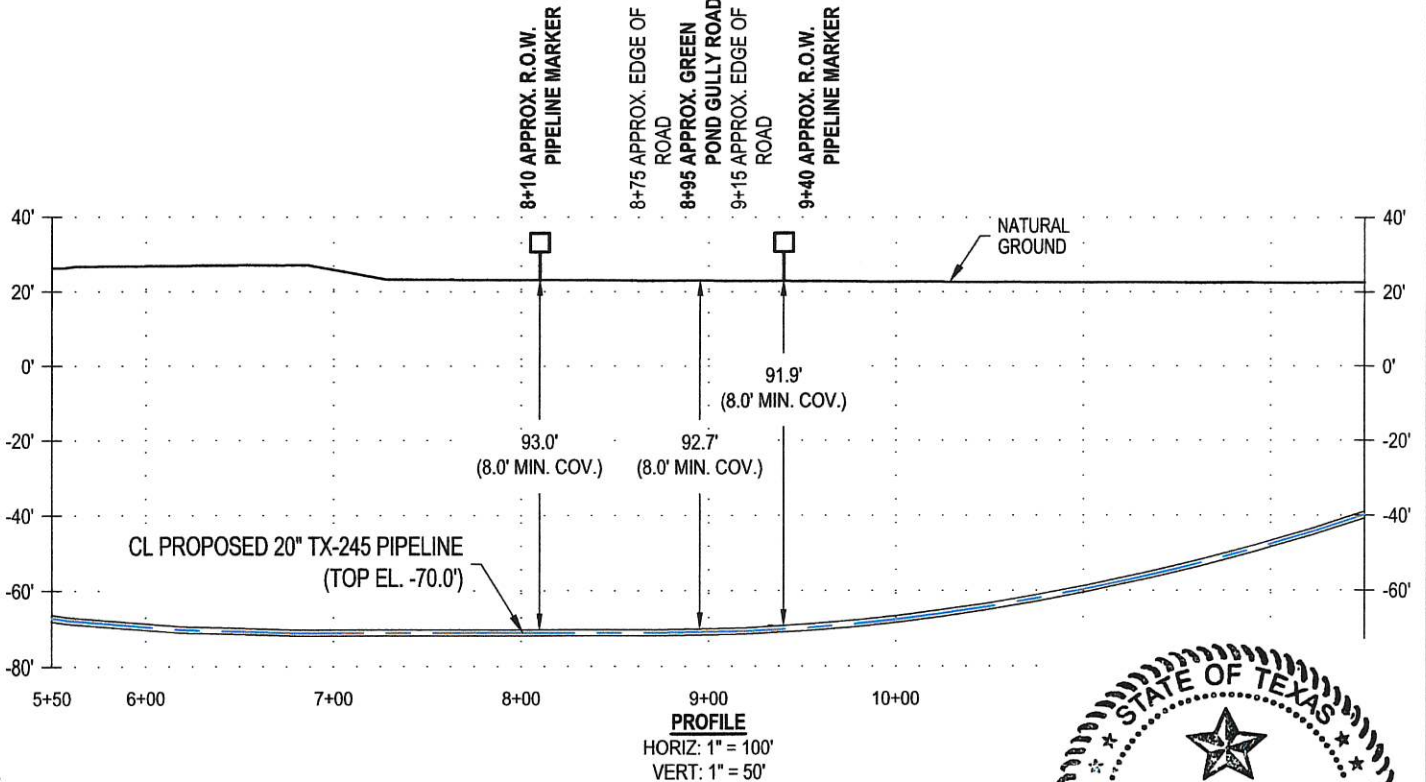
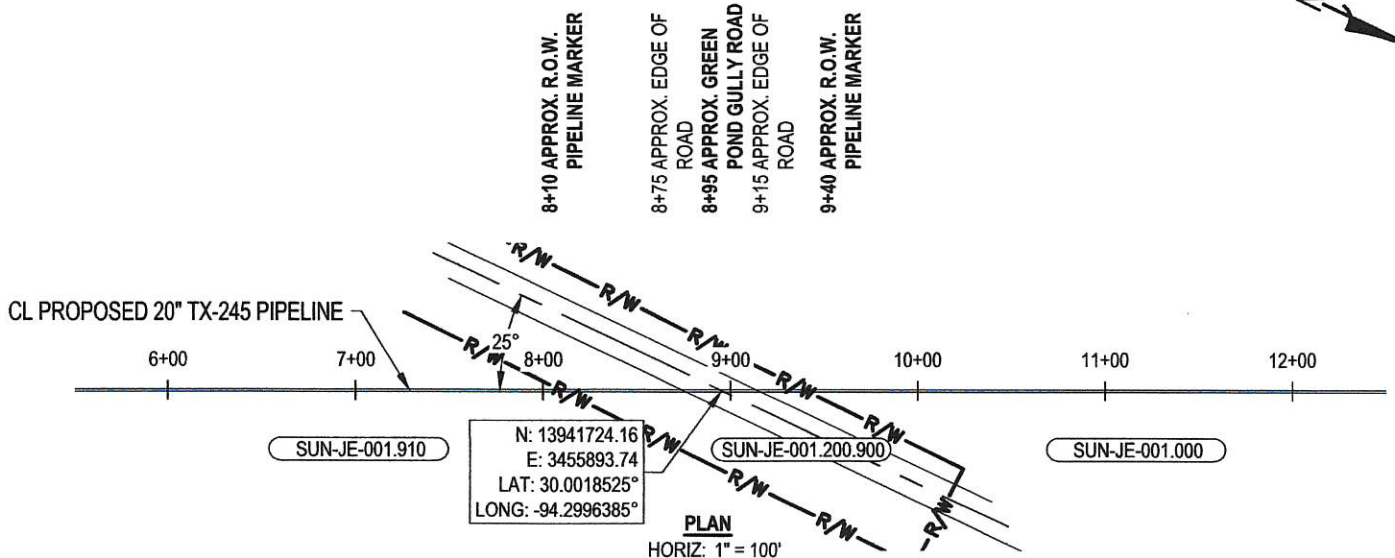
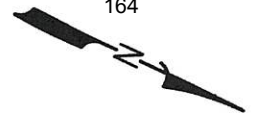
Green Pond Gully Rd

200 ft

N

JEFFERSON COUNTY, TEXAS

164

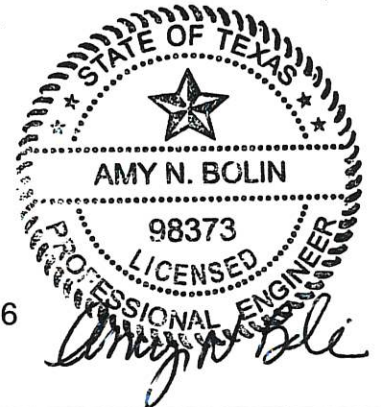


NOTES:

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- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE WHEN CROSSING UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF).
- ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION/INSTALLATION ACTIVITIES.
- THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

- PRODUCT: DENSE PHASE CO2
- CROSSING PIPE: 20.000" O.D. X 0.732" W.T., X-65, HFW W/ 12-16 MILS FBE & 20-24 MILS ARO
- MINIMUM TEST PRESSURE: 3,450 PSIG
- MAXIMUM OPERATING PRESSURE: 2,300 PSIG
- INSTALLATION METHOD: HDD
- CATHODIC PROTECTION: IMPRESSED CURRENT



5/7/26

DRAWN	CBG	DATE	04/22/2026
CHECKED	RM	DATE	04/22/2026
APP'D	AB	DATE	04/22/2026
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25008044		
0	05/05/2026	ISSUED FOR PERMITTING	

ExxonMobil



ATWELL, LLC. TEXAS ENGINEERING FIRM LIC. #: F-12242

TX-245 PIPELINE PROJECT

JEFFERSON COUNTY ROAD CROSSING PERMIT

PROPOSED 20" TX-245 PIPELINE

GREEN POND GULLY ROAD

SUN-JE-001.200.900

DRAWING NO.

USSF-TX245-AW-CG-DIA-0248

REV.

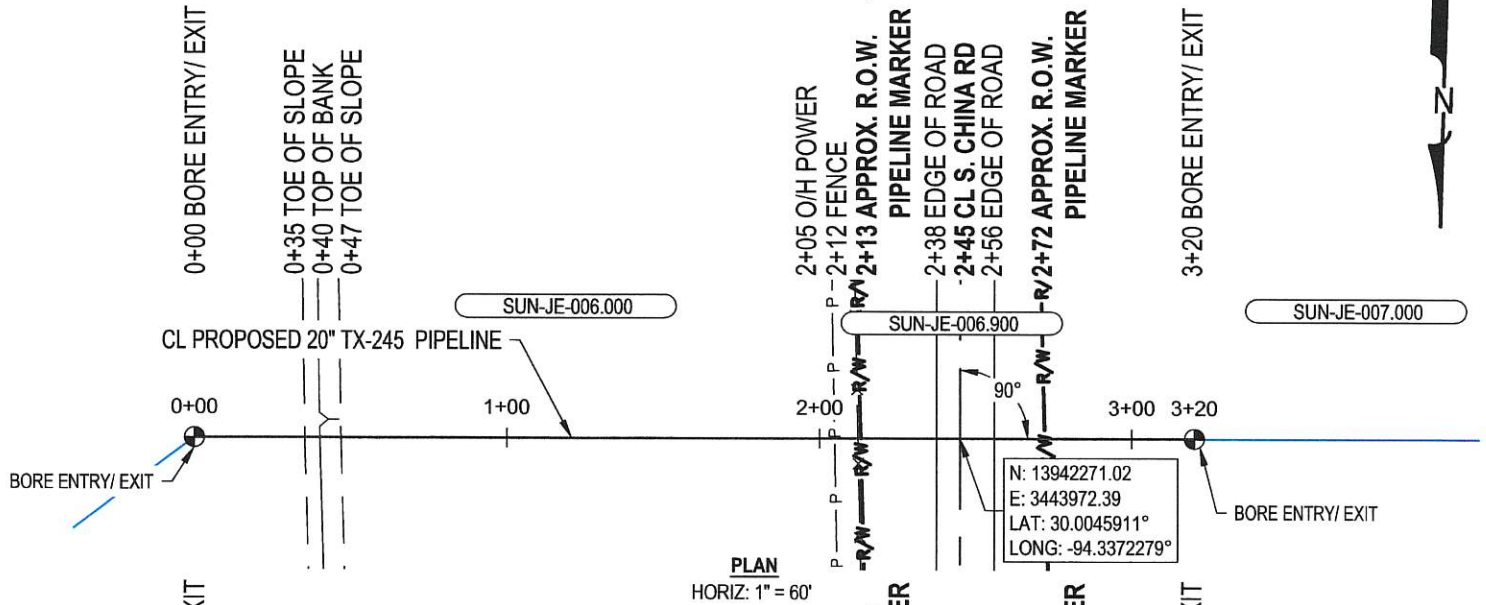
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ATWELL DRAWING NO.: 25008044-700-PMW-00248

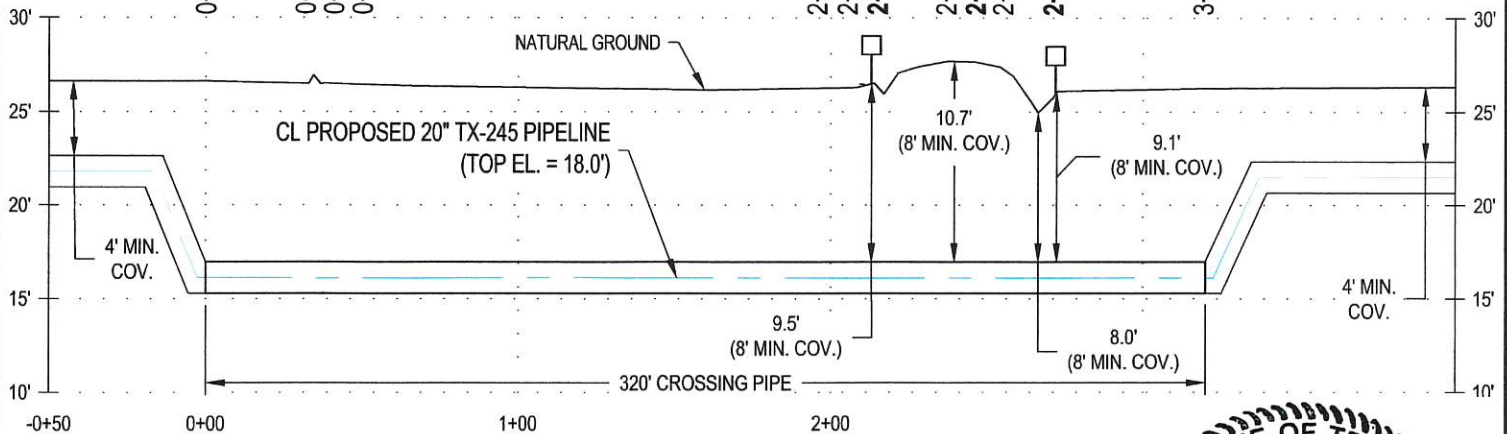


JEFFERSON COUNTY, TEXAS

166



PLAN
HORIZ: 1" = 60'



PROFILE
HORIZ: 1" = 60'
VERT: 1" = 10'

NOTES:

- CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE WHEN CROSSING UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF).
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- PRODUCT: DENSE PHASE CO2
- CROSSING PIPE: 20.000" O.D. X 0.732" W.T., X-65, HFW W/ 12-16 MILS FBE & 20-24 MILS ARO
- MINIMUM TEST PRESSURE: 3,450 PSIG
- MAXIMUM OPERATING PRESSURE: 2,300 PSIG
- INSTALLATION METHOD: BORE
- CATHODIC PROTECTION: IMPRESSED CURRENT



3/18/26

DRAWN	JAL	DATE	01/06/2026
CHECKED	TM	DATE	01/06/2026
APP'D	MJ	DATE	01/06/2026
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25008044		
STATE CODE			
0	03/18/2026	ISSUED FOR PERMITTING	

ExxonMobil



TX-245 PIPELINE PROJECT

TxDOT ROAD CROSSING PERMIT
PROPOSED 20" TX-245 PIPELINE

S. CHINA ROAD
SUN-JE-006.900

DRAWING NO.

USSF-TX245-AW-CG-DIA-0211

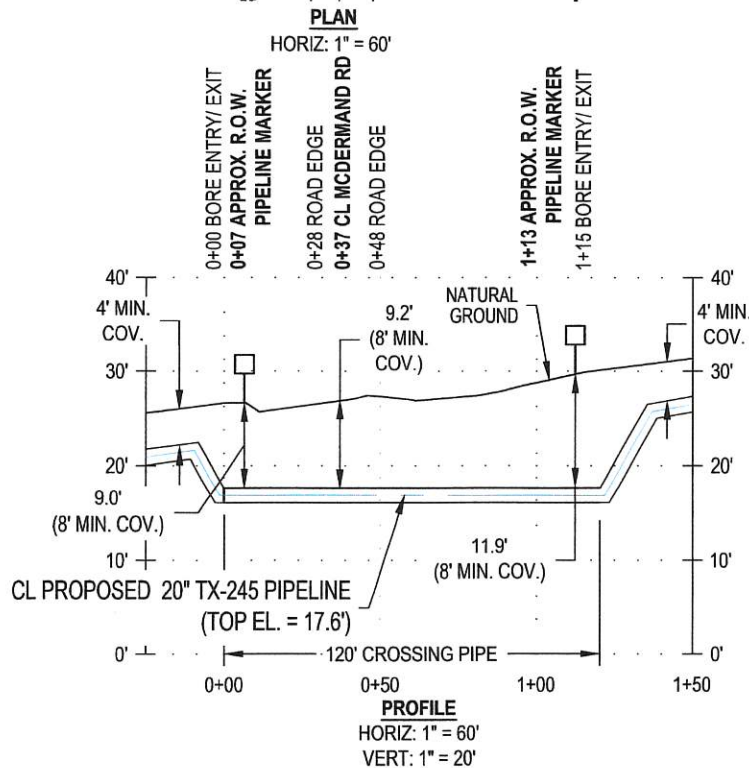
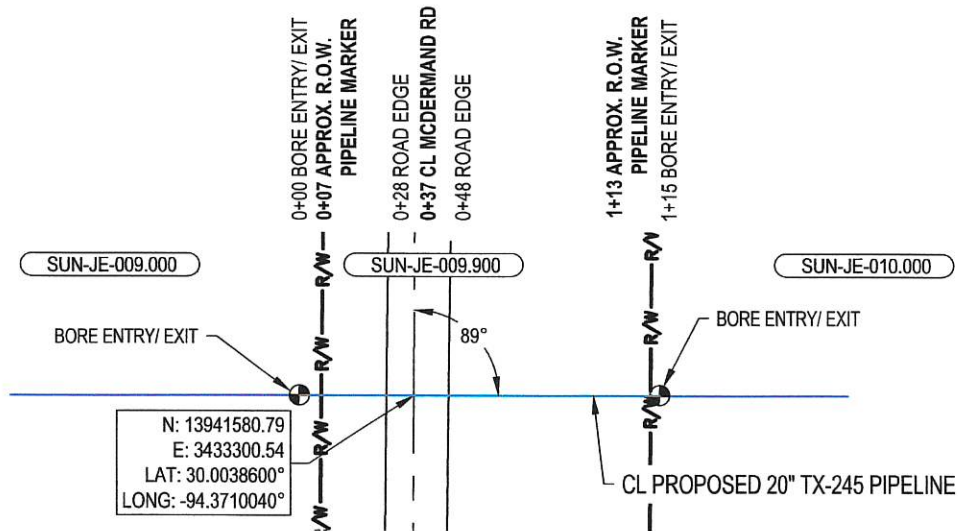
REV.

0



JEFFERSON COUNTY, TEXAS

168



NOTES:

- CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE WHEN CROSSING UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF).
- ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION/INSTALLATION ACTIVITIES.
- THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

- PRODUCT: DENSE PHASE CO2
- CROSSING PIPE: 20.000" O.D. X 0.732" W.T., X-65, HFW W/ 12-16 MILS FBE & 20-24 MILS ARO
- MINIMUM TEST PRESSURE: 3,450 PSIG
- MAXIMUM OPERATING PRESSURE: 2,300 PSIG
- INSTALLATION METHOD: BORE
- CATHODIC PROTECTION: IMPRESSED CURRENT



DRAWN	JAL	DATE	01/06/2026
CHECKED	AT	DATE	01/06/2026
APP'D	AB	DATE	01/06/2026
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25008044		
STATE CODE			
0	03/11/2026	ISSUED FOR PERMITTING	

ExxonMobil



TX-245 PIPELINE PROJECT

JEFFERSON COUNTY ROAD CROSSING PERMIT
PROPOSED 20" TX-245 PIPELINE

MCDERMAND RD

SUN-JE-009.900

DRAWING NO.

USSF-TX245-AW-CG-DIA-0216

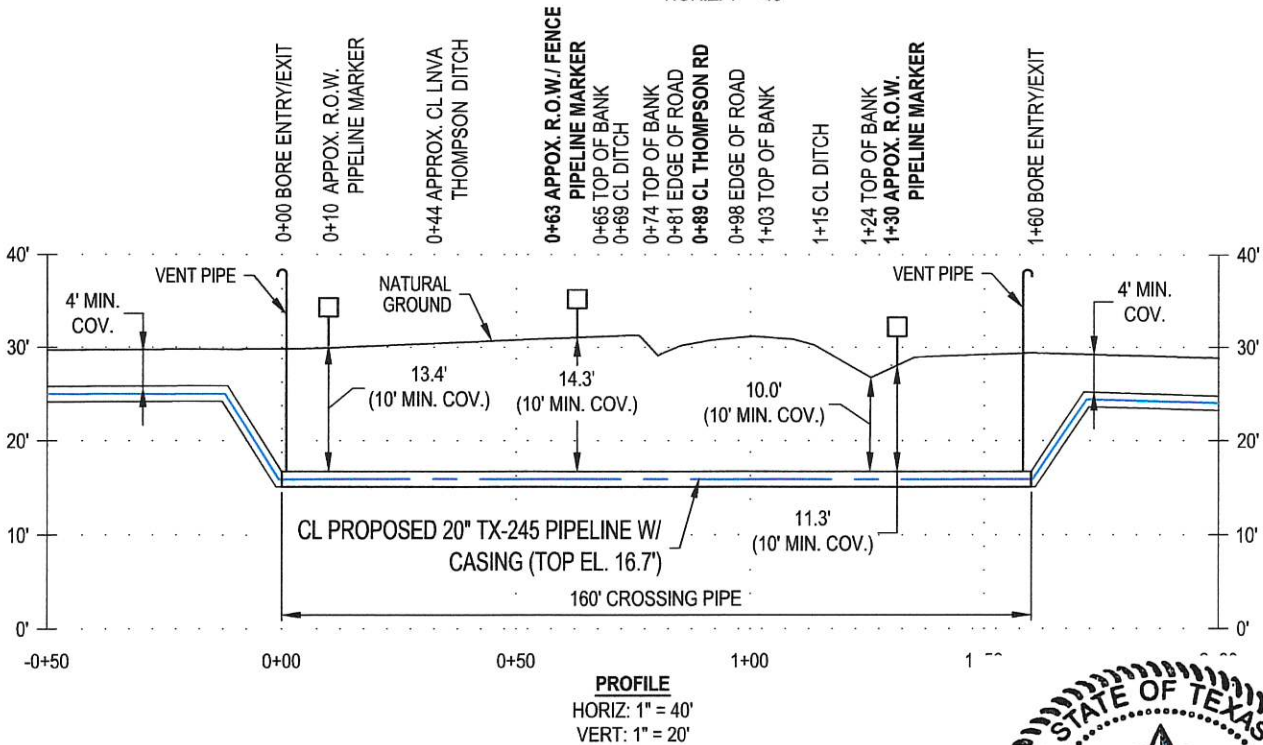
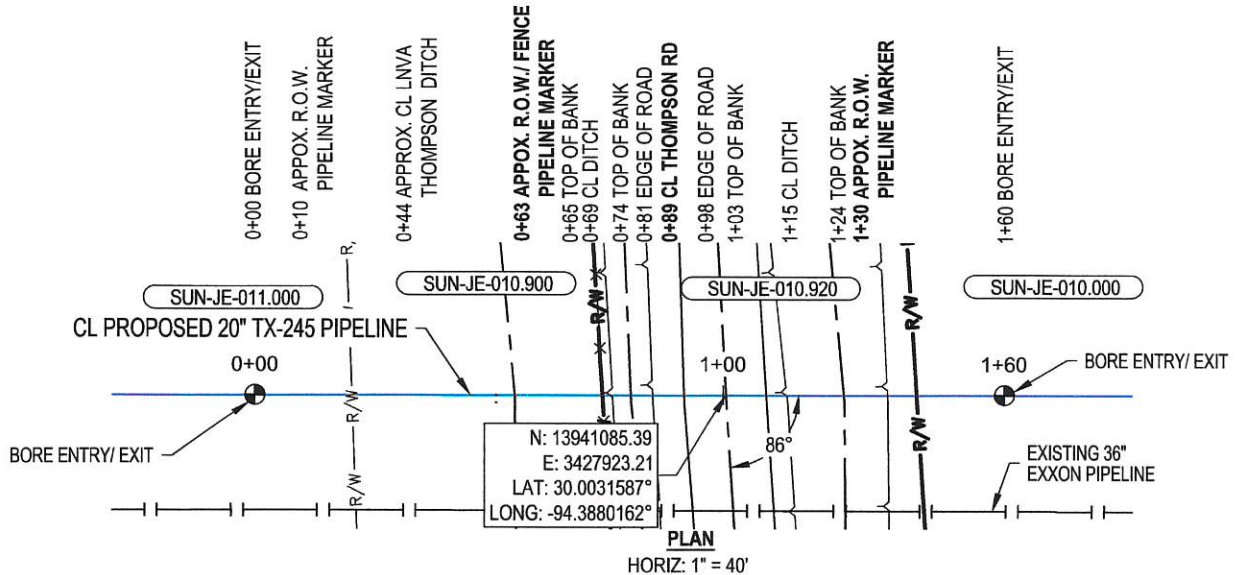
REV.

0



JEFFERSON COUNTY, TEXAS

170



NOTES:

- CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE WHEN CROSSING UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE, SOUTH CENTRAL ZONE, US FOOT (TX83-SCF).
- ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION/INSTALLATION ACTIVITIES.
- THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.
- CASING INSULATORS SHALL BE INSTALLED ON THE CARRIER PIPE AT INTERVALS NOT EXCEEDING 15FT. "LINK SEAL" TYPE CASING END-SEALS SHALL BE INSERTED 2" TO 3" INSIDE THE END FOR THE CASING AND TIGHTENED SECURELY AROUND THE PIPE.

SPECIFICATIONS:

- PRODUCT: DENSE PHASE CO2
- CROSSING PIPE: 20.000" O.D. X 0.732" W.T., X-65, HFW W/ 12-16 MILS FBE & 20-24 MILS ARO
- CASING PIPE: 24.000" O.D. X 0.500" W.T., API 5L, GRADE B BARE
- VENT PIPE: 4.5" O.D. X 0.337" W.T., API 5L, GRADE B, FBE COATED AND PAINTED, W/ VULCAN CASING VENTS
- MINIMUM TEST PRESSURE: 3,450 PSIG
- MAXIMUM OPERATING PRESSURE: 2,300 PSIG
- INSTALLATION METHOD: BORE
- CATHODIC PROTECTION: IMPRESSED CURRENT



3/19/26

DRAWN	JAL	DATE	01/14/2026
CHECKED	AT	DATE	01/14/2026
APP'D	AB	DATE	01/14/2026
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25008044		
0	03/18/2026	ISSUED FOR PERMITTING	

ExxonMobil



ATWELL, LLC. TEXAS ENGINEERING FIRM LIC. #: F-12242

TX-245 PIPELINE PROJECT
JEFFERSON COUNTY ROAD CROSSING PERMIT
PROPOSED 20" TX-245 PIPELINE W/ CASING
THOMPSON RD
SUN-JE-010.900

DRAWING NO. USSF-TX245-AW-CG-DIA-0218

REV. 0

ATWELL DRAWING NO.: 25008044-700-PMW-0018

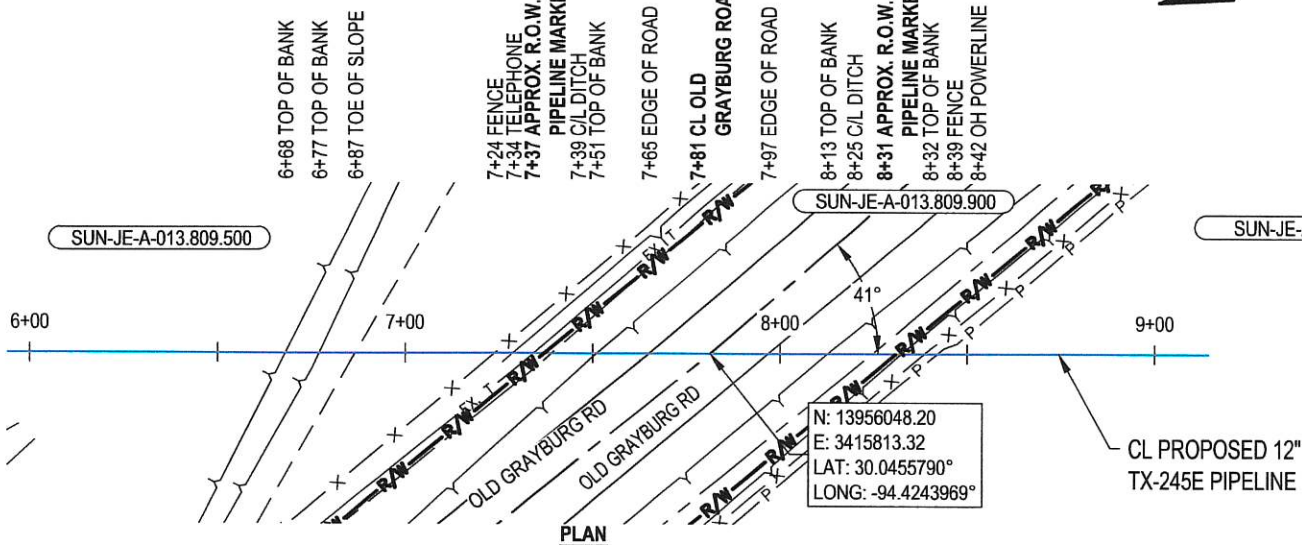
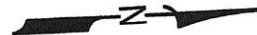


20" pipeline
Fiber Optic



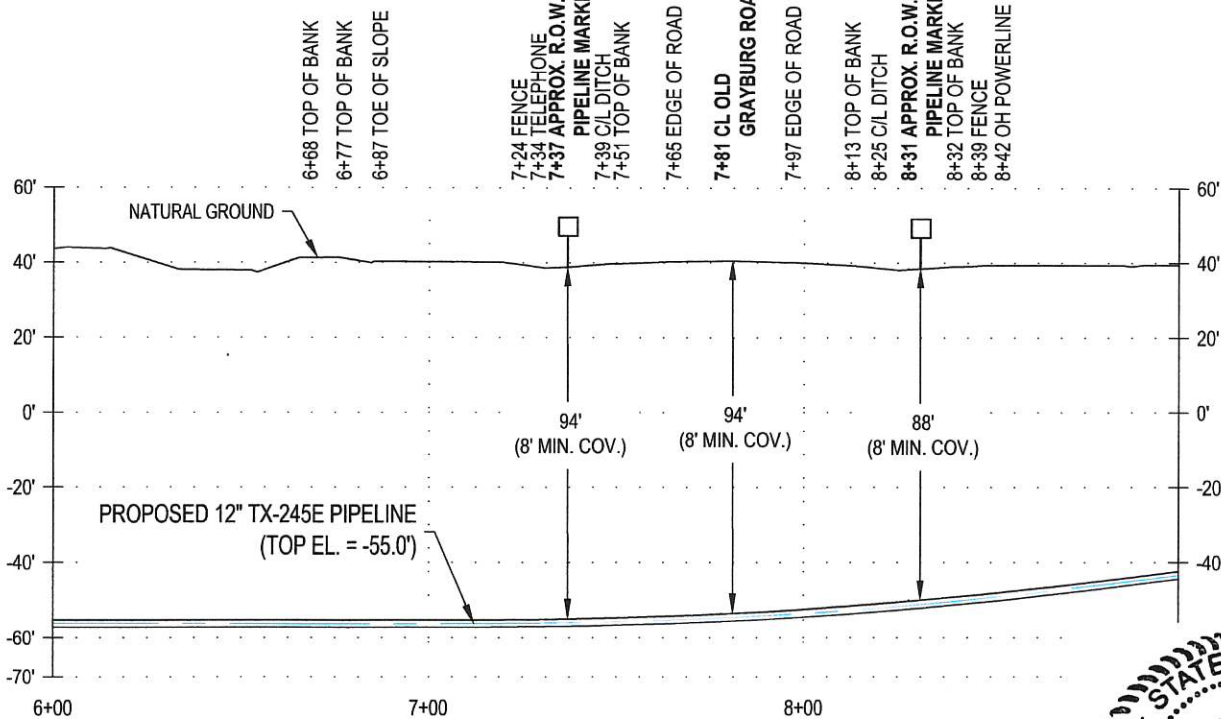
JEFFERSON COUNTY, TEXAS

172



PLAN

HORIZ: 1" = 50'



PROFILE

HORIZ: 1" = 50'

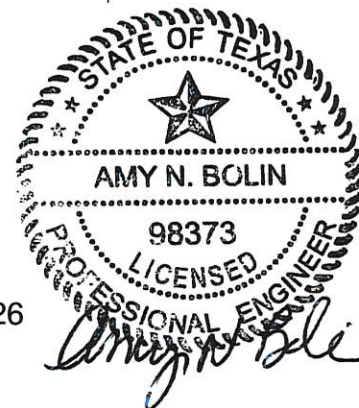
VERT: 1" = 50'

NOTES:

- CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE WHEN CROSSING UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD 83 TEXAS STATE PLANES, SOUTH CENTRAL ZONE, US FOOT.
- ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION/INSTALLATION ACTIVITIES.
- THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

- PRODUCT: DENSE PHASE CO2
- CROSSING PIPE: 12.750" O.D. X 0.451" W.T., X65, HFW, 12-16 MILS FBE & 20-24 MILS ARO
- MINIMUM TEST PRESSURE: 3,330 PSIG
- MAXIMUM OPERATING PRESSURE: 2,220 PSIG
- INSTALLATION METHOD: HDD
- CATHODIC PROTECTION: IMPRESSED CURRENT



DRAWN	GC	DATE	01/12/2026
CHECKED	TM	DATE	01/13/2026
APP'D	MJ	DATE	01/14/2026
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25008044		
0	03/18/2026	ISSUED FOR PERMITTING	

ExxonMobil



TX-245 PIPELINE PROJECT

JEFFERSON COUNTY ROAD CROSSING PERMIT

PROPOSED 12" TX-245E PIPELINE

OLD GRAYBURG ROAD

SUN-JE-A-013.809.900

DRAWING NO.

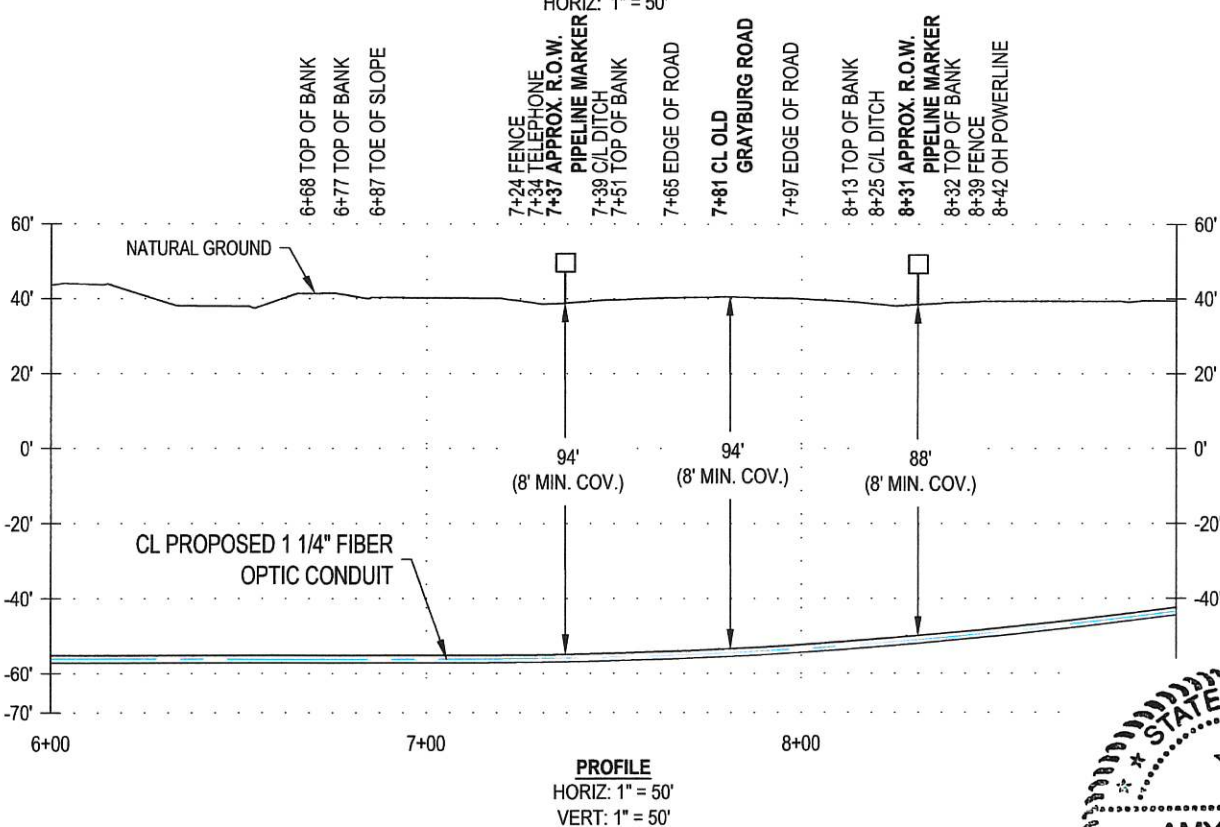
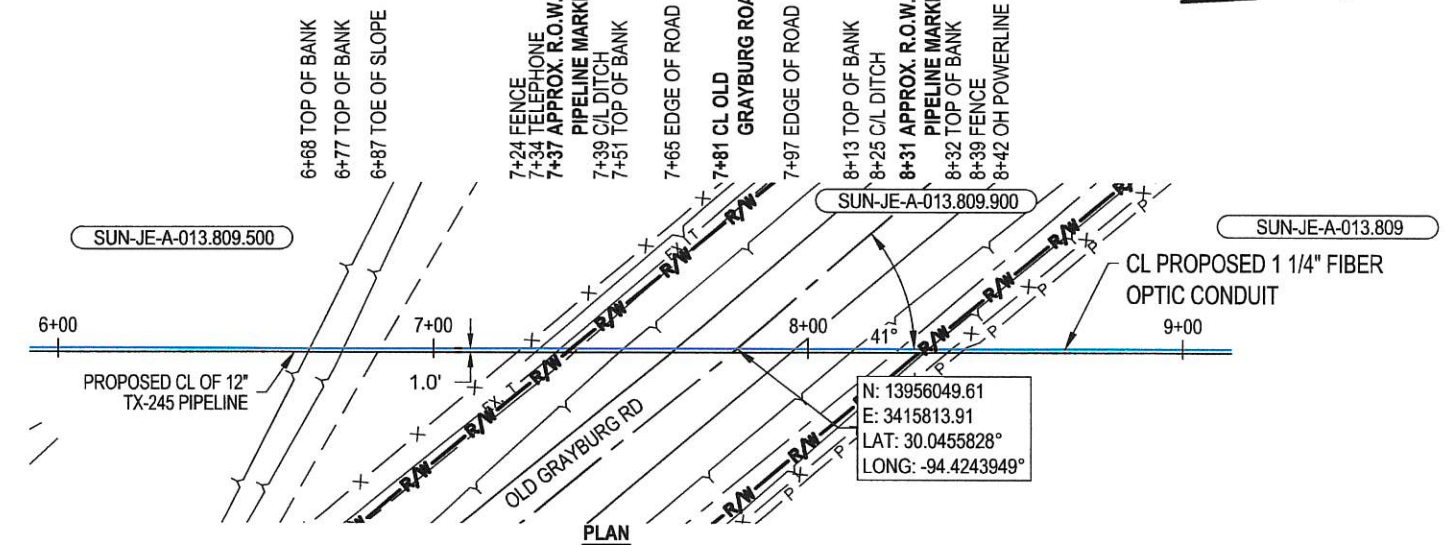
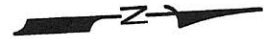
USSF-TX245-AW-CG-DIA-0223

REV.

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JEFFERSON COUNTY, TEXAS

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NOTES:

- CROSSING PIPE ELEVATION SHALL EXTEND A MINIMUM OF 5' PAST THE RIGHT-OF-WAY LIMITS.
- PROPOSED PIPELINE WILL MAINTAIN MINIMUM 2' CLEARANCE WHEN CROSSING UTILITIES AND FOREIGN PIPELINES.
- COORDINATE SYSTEM: NAD 83 TEXAS STATE PLANES, SOUTH CENTRAL ZONE, US FOOT.
- ALL UTILITY DIAMETERS AND DEPTHS TO BE CONFIRMED PRIOR TO EXCAVATION/INSTALLATION ACTIVITIES.
- THE PIPELINE MARKER LOCATIONS SHOWN HEREIN ARE APPROXIMATE AND MAY BE CHANGED IN THE FIELD DURING CONSTRUCTION.

SPECIFICATIONS:

- PRODUCT: FIBER OPTIC LINE CONDUIT
- CROSSING PIPE: DURA-LINE 1 1/4" SDR 11 HDPE DUC, BUNDLED
- MINIMUM TEST PRESSURE: 0 PSIG
- MAXIMUM OPERATING PRESSURE: 0 PSIG
- INSTALLATION METHOD: HDD
- CATHODIC PROTECTION: N/A



4/16/26

DRAWN	GC	DATE	03/25/2026
CHECKED	RM	DATE	03/25/2026
APP'D	AB	DATE	03/25/2026
SCALE	AS SHOWN	SHEET	1 OF 1
JOB NO.	25008044		
0	04/15/2026	ISSUED FOR PERMITTING	

ExxonMobil



TX-245 PIPELINE PROJECT

JEFFERSON COUNTY ROAD CROSSING PERMIT
PROPOSED 1 1/4" FIBER OPTIC CONDUIT

OLD GRAYBURG ROAD

SUN-JE-A-013.809.900

DRAWING NO.

USSF-TX245-AW-CG-DIA-0239

REV.

0

Low Carbon Logistics CCS Transport LLC
22777 Springwoods Village Pkwy EMHC/N4.3B
Spring, TX 77479



June 03, 2026

To: Honorable Commissioners' Court, Jefferson County, TX

Reference: Notice of Proposed Placement of a 1 1/4" Fiber-Optic Cable crossing under Old Grayburg Rd. installed in Parallel with a proposed 12" CO2 pipeline.

Bond Requirement: Covered under Installation Liberty Mutual Performance Bond # 019102861 for \$35,000.00.

Plan and Profile: Project TX-245 Drawing USSF-TX245-AW-CG-DIA-0239 (attached)

Method of Installation: HDD.

Description of Work: To install a 1 1/4" Fiber-Optic Line under Old Grayburg Road via HDD, in the same time frame as the proposed 12" CO2 pipeline. The fiber-optic line is parallel and at the same depth within the same right-of-way crossing location as the 12" pipeline.

A handwritten signature in black ink, appearing to read "Kelli McMahon", written over a horizontal line.

Kelli McMahon
Agent and Attorney in Fact

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners’ Court Order from Jefferson County Commissioners’ Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners’ Court prior to issuance of the order.

Application

The permittee must complete, in quintriplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners’ Court prior to the start of construction.

Determination

Commissioners’ Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
 - 1. It is a common carrier; and
 - 2. It serves a public purpose; and
 - 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners’ Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant’s application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County’s “Pipeline Permit Policy” and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
 3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permittee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permittee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

OWNERSHIP CERTIFICATE

STATE OF TEXAS
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT WE PILLOWKASE LLC, OWNER OF 24.03 (CALLED 24) ACRES OF LAND, PART OF THE MRS. P.J. CHILES SURVEY, ABSTRACT NO. 550 & THE N.F. CHAMBERS SURVEY, ABSTRACT NO. 744, JEFFERSON COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED 01/07/2026, RECORDED IN FILE NUMBER 2026-365, OFFICIAL PUBLIC RECORDS, JEFFERSON COUNTY, TEXAS DO HEREBY SUBDIVIDE 24.03 (CALLED 24) ACRES OF LAND, PART OF THE MRS. P.J. CHILES SURVEY, ABSTRACT NO. 550 & THE N.F. CHAMBERS SURVEY, ABSTRACT NO. 744, JEFFERSON COUNTY, TEXAS, 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.

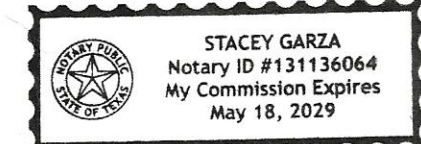
WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS 18th DAY OF May, 2026

OWNER DUNG TRI TRUONG,
MANAGING MEMBER OF PILLOWKASE LLC

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DUNG TRI TRUONG, MANAGING MEMBER OF PILLOWKASE LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 18th DAY OF May, A.D., 2026



NOTARY PUBLIC IN AND FOR
JEFFERSON COUNTY, TEXAS
MY COMMISSION EXPIRES 5/16/2029 (DATE)

COUNTY APPROVAL CERTIFICATE

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE DAY OF A.D. 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

COUNTY ENGINEER CERTIFICATION

I, MICHELLE FALCOUT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

COUNTY ENGINEER

SURVEYORS CERTIFICATION

I, ANTHONY M. LEGER, A TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

ANTHONY M. LEGER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5481



Required Clear Space for an OSSF (on Site Sewerage Facility)					
Type of Facility	Usage Rate - Gallons per day (without water saving devices)	Required Clear Area for OSSF (sqft)	Usage Rate - Gallons per day (without water saving devices)	Required Clear Area for OSSF (sqft)	
Single Family less than 1500 sqft	225	6428	180	5143	
Single Family less than 2500 sqft	300	3572	240	6857	
Single Family less than 3500 sqft	375	10714	300	8571	
Single Family less than 4500 sqft	450	12857	360	10286	
Single Family less than 5500 sqft	525	12857	420	10288	
Greater than 5500 sqft each additional 1500 sqft or increment	75		60		

FILED FOR RECORD _____, 20 ____ AT _____ O'CLOCK ____ M.
ROXANNE ACOSTA HELLBERG, COUNTY CLERK, JEFFERSON COUNTY, TEXAS
BY _____ RECORDED _____, 20 ____ AT _____ O'CLOCK ____ M.
_____, DEPUTY CLERK, JEFFERSON COUNTY, TEXAS
RECORDED IN FILE NO. _____ OFFICIAL PUBLIC RECORDS.

Development Regulations Notes:

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

Municipal/ETJ note:

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS, OR AREA OF EXTRA TERRITORIAL JURISDICTION.

School District plat note:

THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT.

FEMA flood plain note:

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY COMMUNITY PANEL #480385-0125-C, DATED 8/6/2002. FLOOD ZONE "X".

Utility notes:

ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENERGY
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T
GAS UTILITY SERVICE WILL BE PROVIDED BY: ENERGY
WATER UTILITY SERVICE WILL BE PROVIDED BY: MEEKER MUNICIPAL WATER DISTRICT
SEWER UTILITY SERVICE WILL BE PROVIDED BY: ON SITE
CABLE UTILITY SERVICE WILL BE PROVIDED BY: NONE

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 RAINWATER COLLECTION SYSTEM.

Water Supply Note:

MEEKER MUNICIPAL WATER DISTRICT WATER SUPPLY CORPORATION, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

WITNESS MY HAND IN JEFFERSON COUNTY, TEXAS THIS ____ DAY OF 2026

PRESIDENT: THOMAS SHOWERS

Pipeline Easement Note:

ALL EXISTING PIPELINE EASEMENTS WITHIN THE LIMITS OF THE SUBDIVISION HAVE BEEN SHOWN.

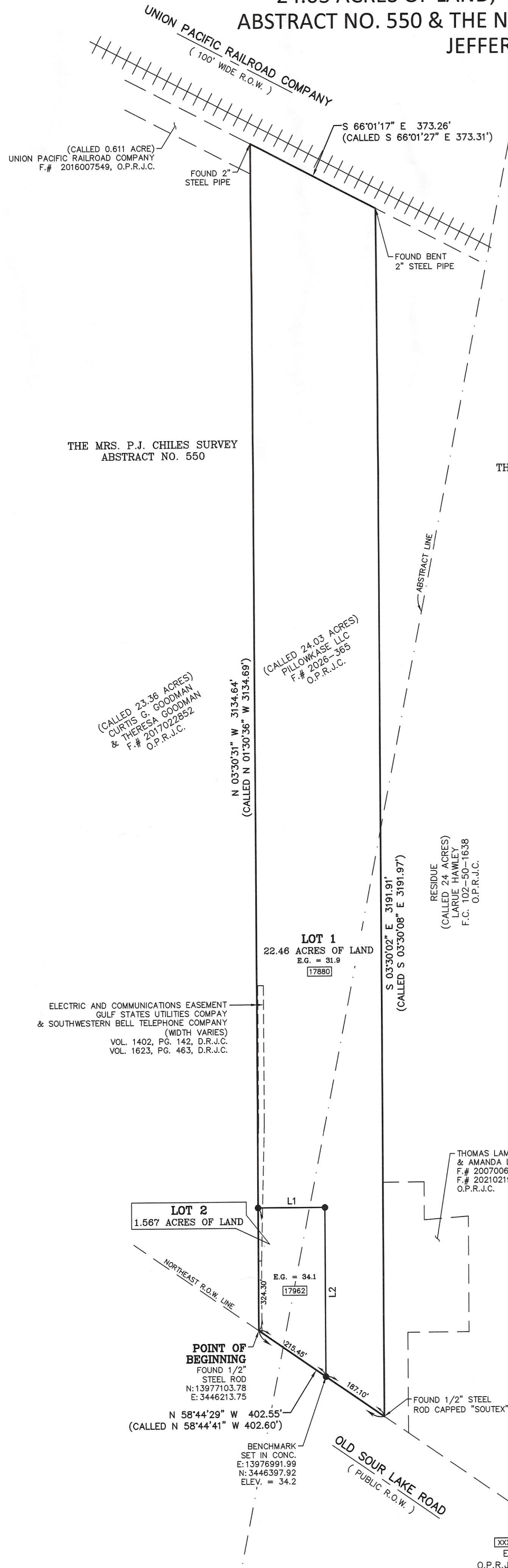
Drainage Easement Note:

ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.

Benchmark(s):

BENCHMARK: SET CONC. MONUMENT ELEV. = 34.2'

PLAT OF
PILLOWKASE ACRES
LOTS 1 & 2
24.03 ACRES OF LAND, PART OF THE MRS. P.J. CHILES SURVEY,
ABSTRACT NO. 550 & THE N.F. CHAMBERS SURVEY, ABSTRACT NO. 744
JEFFERSON COUNTY, TEXAS



Line Table		
LINE #	BEARING	DISTANCE
L1	N 86°29'29" E	176.99'
L2	N 03°30'31" W	447.16'

24.03 ACRES OF LAND
OUT OF THE MRS. P.J. CHILES SURVEY, ABSTRACT NO. 550,
& THE N.F. CHAMBERS SURVEY, ABSTRACT NO. 744,
JEFFERSON COUNTY, TEXAS

BEING 24.03 acres of land out of and a part of The Mrs. P.J. Chiles Survey, Abstract No. 550, & The N.F. Chambers Survey, Abstract No. 744, Jefferson County, Texas; being the same tract of land described in a deed to Pillowkase, LLC, recorded in File No. 2026-365, Official Public Records, Jefferson County, Texas; said 24.03 acre tract being more fully described by metes and bounds as follows to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a 1/2" steel rod, found for the Southeast corner of a (Called 23.36) acre tract of land described in a deed to Curtis G. Goodman & Theresa Goodman, recorded in File No. 2017022852, Official Public Records, Jefferson County, Texas, on the Northeast Right-of-Way line of a dedicated road named Old Sour Lake Road, same being the Southwest corner of the herein described tract, having a Texas Coordinate of N:13977103.78 E:3446213.75;

THENCE, North 03 deg., 30 min., 31 sec., West (Called North 03 deg., 30 min., 36 sec., West), on the East line of the (Called 23.36) acre tract, a distance of 3134.64' (Called 3134.69') to a 2" steel pipe found for the Northeast corner of a (Called 0.611) acre tract of land described in a deed to Union Pacific Railroad Company, recorded in File No. 2016007549, Official Public Records, Jefferson County, Texas; said 2" steel pipe being the Northwest corner of the herein described tract;

THENCE, South 66 deg., 01 min., 17 sec., East (Called South 56 deg., 01 min., 27 sec., East), on the Southwest line of said Union Pacific Railroad Company 100' wide Right-of-Way, a distance of 373.26' (Called 373.31') to a 2" steel pipe found bent for the Northwest corner of a (Called 24) acre tract of land described in a deed to Larue Howley, recorded in File No. 102-50-1638, Official Public Records, Jefferson County, Texas; said 2" steel pipe being the Northeast corner of the herein described tract;

THENCE, South 03 deg., 30 min., 02 sec., East (Called South 03 deg., 30 min., 08 sec., East), on the West line of the (Called 24) acre tract, a distance of 3191.91' (Called 3191.97') to a 1/2" steel rod, capped and marked "SOUTEX", found for the Southwest corner of the (Called 24) acre tract, on the Northeast Right-of-Way line of said Old Sour Lake Road; said 1/2" steel rod being the Southeast corner of the herein described tract;

THENCE, North 58 deg., 44 min., 29 sec., West (Called North 58 deg., 44 min., 41 sec., West), on the Northeast Right-of-Way line of said Old Sour Lake Road, a distance of 402.55' (Called 402.60'), to the POINT OF BEGINNING and containing 24.03 acres of land more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on April 7, 2026.

Dung Tri Truong
26-0151

- NOTE:
1. BEARINGS, COORDINATES, DISTANCES AND ACREAGE ARE BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH-CENTRAL ZONE, U.S. SURVEY FEET, REFERENCED TO SMARTNET, NA. ELEVATIONS SHOWN REFERENCED TO GEOID 128.
 2. IN ACCORDANCE WITH THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP REFERENCE SHOWN, THE SUBJECT TRACT LIES IN THE FLOOD ZONE NOTED. LOCATION ON MAP WAS DETERMINED BY SCALE. ACTUAL FIELD ELEVATION NOT DETERMINED, UNLESS REQUESTED. SOUTEX SURVEYORS, INC. DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP.
 3. TEXAS 811-CALL SHOULD BE DONE PRIOR TO ANY DIGGING OR CONSTRUCTION IN CASE OF UNDERGROUND PIPELINES OR UTILITIES.
 4. LOT OWNERS WILL NOT BE ALLOW TO INSTALL CULVERTS/SURFACE DRAINS TO REPLACE OPEN DITCH SYSTEM FRONTING THEIR LOTS OTHER THAN THAT ALLOWED BY THE COUNTRY FOR DRIVEWAYS.

JOB NO. 26-0151

DRAWN BY: E.A.

SHEET 1 OF 1

SOUTEX
SURVEYORS

T.B.P.E. FIRM #5755 * T.X.L.S. FIRM #101238

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