

Special, 8/18/2026 10:30:00 AM

BE IT REMEMBERED that on August 18, 2026, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk (ABSENT)

Trudy Grinnell, Chief Deputy

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

Notice of Meeting and Agenda
August 18, 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
August 18, 2026**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **18th** day of **August 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:

11:00 a.m. – An announcement of a Meeting to be held at 11:00am regarding the Jefferson County Industrial Development Corporation. (See the attached Notice of Meeting)

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:
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.

Notice of Meeting and Agenda
August 18, 2026

The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

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

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

PLEDGE OF ALLEGIANCE: Brandon Willis, Commissioner, Precinct One

PURCHASING:

- (a). Consider and approve specifications for Request for Proposals (RFP 26-052/MR) Local Hazard Mitigation Plan (LHMP) Update for Jefferson County.

SEE ATTACHMENTS ON PAGES 11 - 86

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (b). Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 26-039/CG), Termite Treatment for Jefferson County with PestCo Professional Pest Control, Inc. with pricing as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 87 - 89

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (c). Rescind award of Invitation for Bid (IFB 25-079/CG), Term Contract for Motor Fuel for Jefferson County; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327 with Tri-Con, Inc. and re-award to Spidle & Spidle, Inc. with pricing as shown in Attachment B.

SEE ATTACHMENTS ON PAGES 90 - 93

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (d). Consider and approve, execute, receive and file Amendment No. 4 (four) to contract (IFB 22-046/MR), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County. This amendment will add a temporary 40-yard roll-off container service for Precinct 1 Service Center located at 20205 W HWY 90, China, TX 77613, with a one-time delivery charge of \$206.25 and a haul rate of \$625.00 and estimated disposal charge of \$276.70 (5 tons) for an estimated amount of \$901.70 per haul.

SEE ATTACHMENTS ON PAGES 94 - 94

Notice of Meeting and Agenda
August 18, 2026

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (e). Consider and approve, execute, receive and file Amendment No. 1 (one) to contract (IFB 26-034/CG), Term Contract for Asphalt Products for Jefferson County with Martin Asphalt Company and Cleveland Asphalt Products, Inc. This amendment will add the Precinct 4 Storage Tank, located at 7780 Boyt Rd, Beaumont, TX 77713 as an additional delivery location with pricing as shown in amendments.

SEE ATTACHMENTS ON PAGES 95 - 96

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (f). Consider and approve, execute, receive and file (Agreement 26-054/MR) with LexisNexis for an Online Access Subscription for 136th Civil District Court. This agreement is for a one-year term (September 1, 2026 – August 31, 2027); at a cost of \$135.00 per month.

SEE ATTACHMENTS ON PAGES 97 - 101

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (g). Consider and approve, execute, receive and file Architectural Barriers Designated Agent Form authorizing Brave Architecture to serve as the Designated Agent for the Jefferson County Diversion Center Phase 1 and Phase 2 Renovation with Texas Department of Licensing & Regulation; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

SEE ATTACHMENTS ON PAGES 102 - 102

Motion by: Erickson

Second by: Alfred

In Favor: Branick, Willis, 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 103 - 104

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

COUNTY AUDITOR:

- (a).Regular County Bills -check #542087 through check #542310.

SEE ATTACHMENTS ON PAGES 105 - 113

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

COUNTY CLERK:

- (a).Conduct Public hearing on the County Clerk's Records Archive Plan for fiscal year 2026-2027.

NO ATTACHMENTS

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

- (b).Consider and possibly approve, receive and file, the County Clerk's Records Archive Plan for fiscal year 2026-2027.

SEE ATTACHMENTS ON PAGES 114 - 114

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

COUNTY COMMISSIONERS:

- (a).Consider, possibly approve, authorize the County Judge to execute, receive and file the 2027 County Feral Hog Abatement Grant Application (RFGA) through the Texas A&M AgriLife Extension Service, Wildlife Services to seek funding to remove feral hogs.

SEE ATTACHMENTS ON PAGES 115 - 124

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

- (b).Consider and possibly approve a Resolution honoring Commissioner Dawn Buckingham for her leadership in restoring Jefferson County property damaged by hurricanes and disasters.

SEE ATTACHMENTS ON PAGES 125 - 125

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

- (c).Consider and possibly approve a Proclamation for United Way of Mid & South Jefferson County Day, celebrating 100 years of service.

SEE ATTACHMENTS ON PAGES 126 - 126

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

- (d).Consider and approve amendment #5 for the Mental Health Liaison Interlocal Cooperation Contract between County of Jefferson and Spindletop Center.

SEE ATTACHMENTS ON PAGES 127 - 152

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

COUNTY TREASURER:

- (a).Receive and File Investment Schedule for July, 2026, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 153 - 155

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

DISTRICT CLERK:

- (a).Conduct public hearing on the District Clerk's Records Archive Plan for fiscal year 2026 – 2027.

NO ATTACHMENTS

Motion by: Alfred

Second by: Sinegal

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

Action: APPROVED

- (b).Consider and possibly approve, receive and file, the District Clerk's Records Archive Plan for fiscal year 2026 - 2027.

SEE ATTACHMENTS ON PAGES 156 - 158

Motion by: Alfred

Second by: Sinegal

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

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a).Consider and possibly approve a Replat of Lots 2 and 3, Tract 4, Block 7, William Reppen Subdivision, a subdivision of a 9.096-acre tract of land into Lots 2-A and 3-A, out of the M. Pevitot Survey, Abstract No. 43 Jefferson County, Texas. This Replat is located on Winzer Road in Precinct #4. This Replat is located in the City of Beaumont's ETJ and has met all of City of Beaumont and Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 159 - 159

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

- (b).Consider, possibly approve and authorize the County Judge to execute, receive and file the Center of Archaeological Research Curation Agreement for the Mustang Express Pipeline, LLC.

SEE ATTACHMENTS ON PAGES 160 - 206

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

OTHER BUSINESS:

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

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

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

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
August 18, 2026

Special, August 18, 2026

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 18, 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 Request for Proposal

August 18, 2026

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 26-052/MR), Local Hazard Mitigation Plan (LHMP) Update 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.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Purchasing Department (1st Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

PROPOSAL NAME: Local Hazard Mitigation Plan (LHMP) Update for Jefferson County

PROPOSAL NUMBER: RFP 26-052/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, September 23, 2026

MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

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

Jefferson County encourages Disadvantaged Business Enterprises (DBE/ACDBEs), Minority/Women Business Enterprises (M/WBEs), Small Business Concerns (HUBZone) and Veteran Heroes United In Business (VetHUB) 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 proposal in accordance with the terms and conditions stated in this bid.

Proposers 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:
Beaumont Enterprise & Port Arthur News:
 August 19, 2026
The Examiner:
 August 20, 2026 & August 27, 2026

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PROPOSAL SUBMITTAL CHECKLIST

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

REQUIRED FORM
Proposer:
Please complete this
form and include with
proposal submission.

THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

- ☐ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- ☐ An acknowledgment and/or response to each section of the proposal.
- ☐ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- ☐ Identification of three (3) entities for which the Proposer is providing or has provided Local Hazard Mitigation Plan Development/Update of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☐ Completed and Signed FORM 1295.
- ☐ Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.
- ☐ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- ☐ **One (1) Original and five (5) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

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

Please read the "Proposal Submittal Checklist" included in this package.

 Company

 Telephone Number

 Address

 Fax Number

 Authorized Representative (Please print)

 Title

 Authorized Signature

 Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Local Hazard Mitigation Plan Update.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department revised as of July 31, 2026.

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

INSTRUCTIONS:

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

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

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

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Bidder), to the Jefferson County Purchasing Department WITH RFP PROPOSAL SUBMISSION.

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 8.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE 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 Must file online at www.ethics.state.tx.us/File																		
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE																				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS																				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.																				
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table border="1"> <tr> <td>Controlling</td> <td>Intermediary</td> </tr> <tr> <td>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>		Controlling	Intermediary	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.				VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.									
Controlling	Intermediary																			
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.																				
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.																				
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.

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 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, a contract (executed in response to this Request for Proposal) 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 the contract 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 contract, 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.

1.16 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.17 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.18 SMALL, MINORITY, WOMEN BUSINESS ENTERPRISE, VETHUB, DBE & ACDBE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small Business Concerns (HUBZone), Minority (MBE), women-owned (WBE) businesses, Veteran Heroes United in Business (VetHUB), Disadvantaged Business Enterprise (DBE) & Airport Concession Disadvantaged Business Enterprise (ACDBE) 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: www.mbda.gov/business-center/dallas-mbda-business-center

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/zh-hans/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/zh-hans/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

VetHUB certification information can be found at:

(RFP 26-052/MR) Local Hazard Mitigation Plan (LHMP) Update for Jefferson County

Statewide Procurement Division VetHUB Program

P.O. Box 13186

Austin, TX 78711

512-463-5872

Website: <https://comptroller.texas.gov/purchasing/vendor/hub>Email: vethubprogram@cpa.texas.gov

HUBZone small business concern certification information can be found at:

U.S. Small Business Administration409 3rd St., SW

Washington, DC 20416

866-722-4357

Website: <https://www.sba.gov/federal-contracting/contracting-assistance-programs>Email: certifications@sba.gov

DBE & ACDBE certification information can be found at:

Texas Department of Transportation125 East 11th Street

Austin, Texas 78701

512-416-4700

Website: <https://txdot.txdotcms.com>Email: civilrights@txdot.gov

PROPOSER: INSERT HUBZone SBE, VetHUB, MBE, WBE, DBE or ACDBE Certification behind this page.

1.19 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Proposers.

1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

1.22 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.24 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies 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 services within the proper amount of time, and/or to properly perform any and all other requirements 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.

1.26 INSPECTIONS

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Proposer as inadequate.

1.27 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 LOSS, DAMAGE, OR CLAIM

The Proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County against all claims of loss or damage to the Proposer's and Jefferson County's property, equipment, and/or supplies.

1.29 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. **Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.**

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

Proposer and Proposer'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 the Proposer's performance under this agreement.

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 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 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 Definitions:

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

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

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

1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor

Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

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

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

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

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

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

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

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

1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.36.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any

change that materially affects the provision of coverage of any person providing services on the project; and

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.36.11 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.

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

Note: For proposal 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 Proposer(s) prior to the issuance of a Purchase Order.

SECTION 2: FEDERALLY MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.318-327 & §200.327 APPENDIX II TO 2 CFR §200 & THE FEDERAL AVIATION ADMINISTRATION

The following are Federally mandated contract provisions for Non-Federal Entity (NFE) Contracts with contractors/vendors that may arise from this offer if funded under Federal Awards, as applicable. All contracts shall be in accordance with the current version of Mandated Contract Provisions at time of procurement, as applicable.

During the performance of this contract, the bidder/proposer agrees as follows:

- A.** Contracts for more than the simplified acquisition threshold (\$350,000), 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.

Breach of Contract - Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Jefferson County will provide contractor written notice that describes the nature of the breach and corrective actions the contractor must undertake in order to avoid termination of the contract. Jefferson County reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Jefferson County elects to terminate the contract. Jefferson County's notice will identify a specific date by which the contractor must correct the breach. Jefferson County may proceed with termination of the contract if the contractor fails to correct the breach by deadline indicated in Jefferson County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

- B.** 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.

Termination for Convenience:

Jefferson County may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Jefferson County. Upon receipt of a written notice of termination, except as explicitly directed by Jefferson County, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to Jefferson County all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Jefferson County will take possession.

Jefferson County agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action.

C. 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\(b\)](#), as amended by Executive Order 14173, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Complete Civil Rights Compliance Form in these specifications.

D. Civil Rights – Title VI Assurance: Jefferson County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the

Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.) prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. Davis-Bacon Act

As amended ([40 U.S.C. 3141-3148](#)). Prime construction contracts in excess of \$2,000 are in 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 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 decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. All suspected or reported violations will be reported to the Federal awarding agency by Jefferson County.

F. Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#),

Applicable or all prime construction contracts above \$2,000 and when the Davis-Bacon Act also applies, for all contracts and subcontracts. The Copeland “Anti-Kickback” Act clause is not federally required for procurements under FEMA’s PA or HMA Programs.

“Compliance with the Copeland “Anti-Kickback” Act.

- 1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Entity providing funding may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

G. 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 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.

“Compliance with the Contract Work Hours and Safety Standards Act” in accordance with 29 CFR §5.5 (b)(1)-(5).

- 1) ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$33 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).
- 3) ***Withholding for unpaid wages and liquidated damages —***
 - i. ***Withholding process.*** The Federal agency providing funding or Jefferson County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, 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 that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
 - ii. ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:
 - (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (B) A contracting agency for its procurement costs;
 - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (D) A contractor's assignee(s);
 - (E) A contractor's successor(s); or
 - (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).
- 4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including

interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - iv. Informing any other person about their rights under CWHSSA or this part.

“Further Compliance with the Contract Work Hours and Safety Standards Act” in accordance with 29 CFR §5.5 (c) for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR [§ 5.1](#)

- 1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
- 2) Records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Jefferson County, the Department of Homeland Security, the Federal Entity providing funding and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

H. Rights to Inventions Made Under a Contract or Agreement.

- 1) 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) The vendor/contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f), Rights to Inventions).

I. Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended for all contract amounts in excess of \$150,000.

- 1) 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 *et seq.* and pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et. Seq.*
- 2) The contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Federal Entity from which Jefferson County has received a Federal Award, and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by a Federal Entity.

J. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award pursuant to (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 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](#). Complete Debarment/Suspension Certification Form in these specifications.

K. Byrd Anti-Lobbying Amendment, as amended ([31 U.S.C. 1352](#)) Contractors must sign and submit certification to Jefferson County with each bid or offer exceeding \$100,000. Complete Byrd Anti-Lobbying Certification Form in these specifications.

L. Procurement of recovered materials. [2 CFR § 200.323](#). 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.

- 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2) Meeting contract performance requirements; or
- 3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA (www.epa.gov). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

M. Prohibition on certain telecommunications and video surveillance equipment or services. [2 CFR § 200.216](#). As of November 12, 2020, all Federally funded project recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all Federally-funded contracts and subcontracts, including any purchase orders.

- 1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause
- 2) Prohibitions.
 - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.
- c. Exceptions.
 - i. This clause does not prohibit contractors from providing
 - 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide.
 - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d. Reporting requirement.
 - i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:
 - 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - 2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

- N. Prohibition of Covered Unmanned Aircraft Systems (UAS):** The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

O. Domestic preferences for procurements. 2 CFR [§ 200.322](#).

- 1) The contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- 2) For purposes of this section:
 - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

P. Buy American Preferences for Infrastructure Projects

“**Build America, Buy America Act (BABAA)** [2 CFR part 184](#). Complete Build America, Buy America Act (BABAA) Certification Form in these specifications.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to Jefferson County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the funding Federal Agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the funding Federal Agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to the funding Federal Agency.

- Q. Occupational Safety and Health Act of 1970** - All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain

to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

- R. Seismic Safety** - The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.
- S. Access to Records and Reports** - The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide Jefferson County, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
- T. Federal Fair Labor Standards Act (Federal Minimum Wage)** - All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- U. Trade Restriction Certification** - By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –
1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
 3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR .

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to Jefferson County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through Jefferson County cancellation of the contract or subcontract for default at no cost to Jefferson County or the FAA.

V. Veteran's Preference - In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

W. Tax Delinquency and Felony Convictions - The Contractor shall be required to complete the certification regarding tax delinquency and felony convictions included in these contract documents.

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

X. Prohibition of Segregated Facilities –

1. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract
2. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
3. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

Y. Distracted Driving - In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that

decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, Jefferson County encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Z. Procurement of Recovered Materials - Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
2. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

1. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
2. Fails to meet reasonable contract performance requirements; or
3. Is only available at an unreasonable price.

AA. Disadvantaged Business Enterprise - The Contractor, subrecipient or subcontractor shall not discriminate on the basis of social or economic status in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53)

The prime contractor must not terminate a DBE subcontractor listed in bid without prior written consent of Jefferson County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from Jefferson County. Unless Jefferson County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Jefferson County may provide such written consent only if Jefferson County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53. Before transmitting to Jefferson County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Jefferson County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Jefferson County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Jefferson County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Jefferson County may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The Contractor_____ certifies or affirms the agreement and compliance will all Federally mandated contract provisions listed above in Section 2 where applicable.

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**EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) as amended by Executive Order 14173**

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 by the contracting officer 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.

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.

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.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

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).

1. The bidder/proposer certifies, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 and 12689. The term "principal" is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the contractor. The contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
2. The bidder/proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR 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.

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.**

BYRD ANTI-LOBBYING CERTIFICATION

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.**

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

BUILD AMERICA, BUY AMERICA ACT (BABAA) CERTIFICATION

“The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ project that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with Federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

”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.

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

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

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

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

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

Responses 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

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

All submissions must be received by 11:00 am CT, Wednesday, September 23, 2026.

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

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

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.

Respondents 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 RFP 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 RFP and urgent County requirements preclude amendment to the RFP, 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.

3.2 PRE-PROPOSAL CONFERENCE

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

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: Email Address Here or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at deb.clark@jeffersoncountytexas.gov.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, September 11, 2026.

3.4 TENTATIVE SCHEDULE OF EVENTS

August 18, 2026	Issuance of Request for Proposal
September 23, 2026	Deadline Submission (late proposals will not be considered)
September 25, 2026	Proposals distributed to Evaluation Committee
October 7, 2026	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
October 21, 2026	If Applicable: Conduct Interview/Best and Final Offer/Short List
November 3, 2026	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal with all requested information may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized with the information described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 51)
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for (180) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than (180) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and

must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes

must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County is seeking to enter into a services contract with a qualified firm/consultant to assist the County in preparing an Updated Local Hazard Plan Program (LHMP) for Jefferson County.

5.2 SCOPE OF WORK

The qualified firm/consultant to be hired is to provide administration and development services for the update of Jefferson County's Local Hazard Mitigation Plan.

Hazard Mitigation Plan (HMP) as defined by Texas General Land Office (GLO) is a comprehensive document that contains detailed information about the types of hazards a community faces, and the action that can occur before disaster strikes to reduce the community's vulnerability.

The qualified firm/consultant will work with Jefferson County to revise our current HMP through review and approval of the complete updated HMP by the Federal Emergency Management Agency (FEMA) to ensure Jefferson County's eligibility to apply for federal and state funding. The HMP update process will coordinate with the awarded firm/consultant, Jefferson County and Texas Division of Emergency Management (TDEM).

Jefferson County's current Local Hazard Mitigation Plan expires March 2028. The awarded firm/consultant will ensure the County's plan is updated and approved by FEMA prior to expiration.

5.3 STATEMENT OF QUALIFICATIONS

Jefferson County is seeking to contract with well-qualified firm/consultant(s) experienced Local Hazard Mitigation Plan development and updates.

Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- A description of work performance and experience with HMP develop and updates including a list of at least three references from past local government clients, with information describing the recency and relevancy of the previous performance and experience;
- Describe the proposing entity's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded the services contract, identifying current employees and proposed hires; and
- A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.

5.4 PROPOSED COST OF SERVICES

Please provide your cost proposal to accomplish the scope of work by activity outlined above and for any additional services required using the Cost Proposal Form included on page 51 of these specifications. Firms may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete the activities. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract; rather, award will be made to the firm(s) providing the best value to the County, costs and other factors considered.

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience.

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

1. Local Hazard Mitigation Plan Development
2. Local Hazard Mitigation Plan Update

6.4 LAWS AND REGULATIONS

The consultant/firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 51 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 51 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

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

7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

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

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP 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 RFP, 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 RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. 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

(RFP 26-052/MR) Local Hazard Mitigation Plan (LHMP) Update for Jefferson County PAGE 48 OF 75

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.

7.5 PROPOSAL EVALUATION CRITERIA:

a. EXPERIENCE – 30%

This refers to the proposer's related experience, background with federally funded projects, background with specific project type to all written specifications and requirements contained in this RFP and references from current/past clients.

b. WORK PERFORMANCE – 30%

This refers to timely submittal of requests to client/GLO, timely response to client/GLO requests, past client/GLO projects completed on schedule. Work product is consistently of high quality with low level of errors. Past client/GLO projects have low level of monitoring findings/concerns. Proposer manages projects within budgetary constraints.

c. CAPACITY TO PERFORM – 20%

This refers to qualifications of professional administrators/experienced staff, the present and projected workloads, quality of proposal/work plan and demonstrated understanding of the scope of the CDBG-DR project.

d. PROPOSED COST– 20%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

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

COST PROPOSAL FORM:

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Total cost to perform all services to complete LHMP update for Jefferson County.	\$
--	----

REQUIRED FORM**Proposer:**

Please complete this form and include with proposal submission.

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____
 Title: _____
 Date: _____

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 26-052/MR) Local Hazard Mitigation Plan (LHMP) Update for Jefferson County

Proposer's Company/Business Name: _____

Proposer'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

Proposer:

**Please complete this form and
include with proposal submission.**

VENDOR REFERENCES FORM

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

REQUIRED FORM

Proposer: Please complete this form and include with proposal submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

This Proposal/RFP Response shall remain in effect for **180 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

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

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

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 Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information in this section is being disclosed. _____ Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section.		

Adopted 8/7/2015

REQUIRED FORM

Proposer:

Please complete this form and include with proposal 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
1	Name of Local Government Officer	Date Received
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 HUBZone, DBE, ACDBE or VetHUB vendors 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 HUBZone, DBE, ACDBE or VetHUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUBZone, DBE, ACDBE or VetHUB 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 HUBZone, DBE, ACDBE or VetHUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| ☐ Yes | ☐ No | 3. Provide HUBZone, DBE, ACDBE or VetHUBs 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 HUBZone, DBE, ACDBE or VetHUBs, and not reject bids from vendors that qualify as lowest and responsive Bidders? |
| ☐ Yes | ☐ No | 5. Document reasons HUBZone, DBE, ACDBE or VetHUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected vendors? |
| ☐ Yes | ☐ No | 6. If Prime Contractor/Consultant has zero (0) HUBZone, DBE, ACDBE or VetHUB 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 FOR FEDERALLY OR STATE FUNDED PROCUREMENTS

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

☐ Yes ☐ No

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

Certified Subcontractor: _____

Certification Type: _____

Certifying Agency: ☐ Small Business Administration ☐ Texas Department of Transportation

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: _____

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

Certified Subcontractor Disclosure

Was the Jefferson County Purchasing Office contacted for assistance in locating vendors? ☐ Yes ☐ No

The Bidder shall use this area to provide a listing of all “Non-Certified” Subcontractors, including suppliers, that will perform under this project. A list of those “Non-Certified” Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those “Non-Certified” Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

Subcontractor Name:

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

REQUIRED FORM FOR FEDERALLY FUNDED PROCUREMENTS

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

Description of Subcontract Work to be Performed: _____

Description of Subcontract Work to be Performed:

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VetHUB SUBCONTRACTING PLAN REQUIREMENTS

When is a subcontracting plan required?

A subcontracting plan is required for State of Texas funded procurements when the funding agency has determined that subcontracting opportunities are probable with prospective vendors certified by the Texas Comptroller through the Veteran Heroes United in Business (VetHUB) program, for a contract with an expected value of \$100,000 or more. (**Texas Government Code Chapter 2161, Subchapter F; 34 Texas Administrative Code Section 20.285.**)

When a state agency requires a subcontracting plan as part of the contract solicitation, a bid, proposal, offer or other applicable expression of interest must contain a completed plan to be considered responsive.

Who completes a subcontracting plan?

Every responding vendor — whether a prime contractor or self-performing with no subcontractors — must submit a complete subcontracting plan.

A vendor who intends to use subcontractors must demonstrate their good faith effort to recruit certified VetHUBs, whether or not they ultimately award business to them. *A state agency will not use the subcontractors' VetHUB status to select the winning vendor.* All subcontractors must be listed in the subcontracting plan.

A self-performing vendor who will not subcontract any of the work on the contract must indicate that it will complete the contract with its own resources and submit the completed subcontracting plan.

Does a subcontracting plan have to be followed?

The subcontracting plan forms part of the contract. Subcontractors may not be dropped or replaced without amending the subcontracting plan with approval by the agency. A self-performing contractor may not use subcontractors without amending the subcontracting plan.

Solicitation Number

C1230

Agency Number

Solicitation Title

Jefferson County

Agency Name

SOLICITATION POINT OF CONTACT

Name

Email Address

Phone Number: (Point of Contact)

Description of the subcontracting goal and examples of potential subcontracting opportunities:

VetHUB SUBCONTRACTING PLAN

Section 1: Respondent Information

Respondent (Company) Name _____

Point of Contact _____

Email Address _____

Phone Number _____

Is your company a State of Texas Certified VetHUB?

Yes

No

Solicitation No. _____

Bid Response Due Date (mm/dd/yyyy) _____

Section 2: Declaration of Self-performing or Subcontracting

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. 34 Texas Administrative Code Section 20.282 defines a “Subcontractor” as an entity that contracts with a prime contractor to work or contribute toward completing work under a purchase order or other contract. *The term does not include employees of the contractor but includes contracted workers who will work on the contract.*

Will your company fulfill the entire contract with its own resources, including employees, goods and services?

Yes, my company will self-perform the entire contract.

Submit sections 1-3.

No, my company will subcontract portions of the contract.

Submit sections 1 and 4.

Section 3: Affirmation of Self-performing Contractor

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in Section 1, and that the information and supporting documentation submitted with the subcontracting plan is true and correct. Respondent understands and agrees that, if awarded any portion of the contract:

- The respondent must seek approval from Jefferson County prior to making any modifications to its subcontracting plan, including hiring subcontractors to perform any work under this contract. If the subcontracting plan is modified without Jefferson County’s prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow Jefferson County to perform on-site reviews of the company’s headquarters and/or work site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Printed Name

Title

Date (mm/dd/yyyy)

Section 4: Respondent’s Subcontracting Opportunities

This section must be completed by all respondents who propose to subcontract portions of the contract work.

List below all opportunities (commodities, services or contractor staffing) you will subcontract. Also, based on the total value of the contract, provide the percentage of the contract you expect to subcontract to certified VetHUBs, and the percentage of the contract you expect to award to other subcontractors.

Search NIGP Code Book at <https://commbook.app.cpa.state.tx.us/>

Item Number	Subcontracting Opportunity Description	NIGP Code	VetHUB-certified subcontracted percentage of total contract	Other subcontracted percentage of total contract
1			%	%
2			%	%
3			%	%
4			%	%
5			%	%
6			%	%
7			%	%
8			%	%
9			%	%
10			%	%
11			%	%
12			%	%
13			%	%
14			%	%
15			%	%
16			%	%
17			%	%
18			%	%
19			%	%

Section 5.1: Subcontracting Opportunity

Submit a copy of Section 5 for each subcontracting opportunity you listed in Section 4. Download additional forms at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.

Enter the item number and description of the subcontracting opportunity you listed in Section 4.

Item Number	Subcontracting Opportunity

Section 5.2 Mentor Protégé Program

If respondent is participating as a mentor in a state of Texas Mentor Protégé Program, submitting a protégé (protégé must be a state of Texas certified VetHUB) as a subcontractor to perform the subcontracting opportunity listed in **Section 5.1** constitutes a good faith effort for that specific portion of work.

Circle (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in Section B-1 to your protégé.

No. Go to Section 5.3.

Yes. Go to Section 5.4.

Section 5.3 Notification of Subcontracting Opportunity

Demonstrate your good faith effort to notify Texas certified VetHUBs by communicating each subcontracting opportunity you listed in Section 4.

Search the [VetHUB Directory](#) by business category or NIGP code to identify appropriate VetHUBs that work in the area where you are seeking subcontractors. Certified VetHUBs can be sourced using the VetHUB-only search and will be marked with the Active Bidder (A-Approved) VetHUB status.

Send either the [Subcontracting Opportunity Notification template](#) or an email notice that includes at minimum:

Scope of work

Location to review plans and specifications (if applicable)

Bonding and insurance requirements

Required qualifications

Name of agency

Agency's point of contact

Agency point of contact phone number

Solicitation Number

Prime Contractor's name

Prime Contractor's contact email

Prime Contractor's phone number

Date response required; allow at least seven business days to response excluding weekends and County holidays.

Save copies of emails sent to VetHUBs and the responses received and attach to your subcontracting plan to document the good faith effort. A contract shall not be awarded to a prime contractor whose subcontracting plan good faith effort does not contain accurate supporting documentation.

List two VetHUBs you notified of the subcontracting opportunity listed in Section 5.3. Include the company's Texas Vendor Identification (VID) Number, the date of the notice and indicate whether the HUB responded.

Company Name	Texas VID (Do not enter Social Security Nos.)	Date Notice Sent (mm/dd/yyyy)	VetHUB Response
			Yes No
			Yes No

Section 5.4 Subcontractor Selection

A copy of Section 5 must be completed for each subcontracting opportunity you listed in Section 4. Download additional forms at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.

Company	Certified	Texas VID or Federal EIN (Do not enter Social Security Number)	Approximate Dollar	Expected Percentage of Contract
	Yes No		\$	%
	Yes No		\$	%
	Yes No		\$	%
	Yes No		\$	%
	Yes No		\$	%
	Yes No		\$	%

Section 6: Affirmation of Prime Contractor

I am an authorized representative of the respondent listed in Section 1 ("Respondent"). I affirm that the information and supporting documentation submitted with this subcontracting plan is true and correct. Respondent understands and agrees that, if awarded a contract:

- Respondent will promptly notify all the subcontractors of their selection as a subcontractor for the contract. The notice must specify the contracting agency's name, point of contact for the contract, the contract award number, the subcontracting opportunity the subcontractor will perform and the value of the subcontract.
- Respondent must obtain approval from the contracting agency prior to modifying its subcontracting plan, including hiring subcontractors to perform any work under this contract.
- Respondent must submit progress assessment reports (PAR) with each invoice to the contracting agency. The PAR template is available on the Texas Comptrollers website.
- Respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and work site where services are being performed and provide documentation regarding staffing and other resources.

Signature

Printed Name

Title

Date (mm/dd/yyyy)

REQUIRED FORM FOR STATE FUNDED PROCUREMENTS
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

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

(3) “Non-resident RFP Respondent” refers to a person who is not a resident.

(4) “Resident RFP Respondent” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

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

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

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

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

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

HOUSE BILL 89 VERIFICATION

Prohibition of Investing Public Funds in Certain Investments

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2270. Chapter 2270 has been amended by the 89th Texas Legislature House Bill 34 effective September 1, 2025 which states that a governmental entity 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 and will not engage in scrutinized business operations with a "County of Concern" during the term of the contract; and
2. Does not and will not acquire a security issued by a "Country of Concern" or entity owned by, controlled by or subject to the jurisdiction of a "Country of Concern" during the term of the contract; and
3. Does not and will not invest or make a deposit in a bank with a principal place of business located in a "County of Concern" during the term of the contract; and

Pursuant to Section 2270.001, Texas Government Code:

1. **"Country of Concern"** 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 sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association whose securities are publicly traded including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association, that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270 and the company named below is in compliance with Texas Government Code 2270 as listed above.

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

REQUIRED FORM

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

SENATE BILL 252 CERTIFICATION FORM

Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Government Code. Subtitle F, Title 10 Government Code by adding Chapter 2252.152 & 2252.153 which states that a governmental entity 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 do business with Iran, Sudan or any Foreign Terrorist Organization.
2. Will not do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract.

Pursuant to Section 2252.51, Texas Government Code:

“Foreign Terrorist Organization” means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

“Company” has the meaning assigned by Section 806.001.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2252.152 & 2252.153 and the company named below:

1. Does not do business with Iran, Sudan or any Foreign Terrorist Organization; and
2. Will do business with Iran, Sudan or any Foreign Terrorist Organization during the term of the contract; and
3. Is not currently listed on the State of Texas Comptroller’s Companies Divestment Statue List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

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

RESPONDENT'S AFFIDAVIT

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

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **180 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

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

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

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 2026

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

Notary Public

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

() _____
TELEPHONE NUMBER

REQUIRED FORM

Proposer:

**Please complete this form and
include with proposal submission.**

**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:

Pestco Professional Pest Control, Inc

Company Name

18004 IH 10

Address

Vidor Tx 77662

City

State

Zip

Donna McLeod

Signature of Person Authorized to Sign

Donna McLeod

Printed Name

Owner

Title

For clarification of this offer, contact:

Donna McLeod - Owner

Name & Title

409-866-8870

Phone

Fax

pestco@gt.rr.com

E-mail

REQUIRED FORM

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

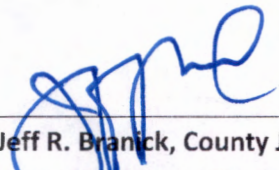
ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Termite Treatment 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 26-039/CG, Termite Treatment 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:

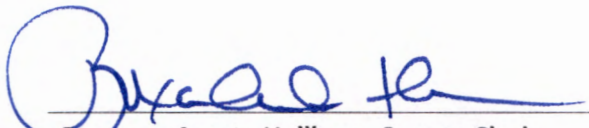


Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

8-18-2026

Date

ATTEST:



Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

8/18/26

Date



Attachment A

89

Final Tabulation
IFB 26-039/CG
Termite Treatment for Jefferson County
Bid Opening: Wednesday, August 5, 2026

Item	Service Location	Square Footage	G & G Pest Control				Orkin Pest Control				Tri-City Exterminating Co				PestCo Professional Pest Control, Inc			
			Initial 1st Yr Service (Including quarterly inspections) Total Price for Service Location	Yearly Renewal Annual Service and Inspections	Call out for Additional Service not included with Annual Service & Inspection (Mon-Fri)	Call out for Additional Service not included with Annual Service & Inspection (hourly rate) (after)	Initial 1st Yr Service (Including quarterly inspections) Total Price for Service Location	Yearly Renewal Annual Service and Inspections	Call out for Additional Service not included with Annual Service & Inspection (Mon-Fri)	Call out for Additional Service not included with Annual Service & Inspection (hourly rate) (after)	Initial 1st Yr Service (Including quarterly inspections) Total Price for Service Location	Yearly Renewal Annual Service and Inspections	Call out for Additional Service not included with Annual Service & Inspection (Mon-Fri)	Call out for Additional Service not included with Annual Service & Inspection (hourly rate) (after)	Initial 1st Yr Service (Including quarterly inspections) Total Price for Service Location	Yearly Renewal Annual Service and Inspections	Call out for Additional Service not included with Annual Service & Inspection (Mon-Fri)	Call out for Additional Service not included with Annual Service & Inspection (hourly rate) (after)
1	Jefferson County Courthouse – Historic Portion	115,490	\$4,619.00	\$1,154.90	\$125.00 4 hr min	\$200.00 4 hr min	\$6,745.00 Activity	\$809.00	\$115.00 1 hr min	\$115.00 1 hr min	\$11,000.00	\$600.00	\$250.00 1 hr min	\$300.00 2 hr min	\$11,890.00	\$3,900.00	\$99.00 2 hr min	\$148.00 2 hr min
2	Jefferson County Courthouse – New Portion	140,937	\$7,046.85	\$1,209.37	\$125.00 4 hr min	\$200.00 4 hr min	\$614.00 Bond	\$614.00	\$115.00 1 hr min	\$115.00 1 hr min	\$7,000.00	\$1,000.00	\$250.00 1 hr min	\$300.00 2 hr min	\$9,890.00	\$3,300.00	\$99.00 2 hr min	\$148.00 2 hr min
3	Jefferson County Annex I – Beaumont	31,784	\$1,589.20	\$317.84	\$125.00 4 hr min	\$200.00 4 hr min	\$583.00 Bond	\$583.00	\$115.00 1 hr min	\$115.00 1 hr min	\$5,000.00	\$400.00	\$250.00 1 hr min	\$300.00 2 hr min	\$3,450.00	\$395.00	\$99.00 2 hr min	\$148.00 2 hr min
4	Jefferson County Annex IV – Beaumont	20,000	\$1,200.00	\$350.00	\$125.00 4 hr min	\$200.00 4 hr min	\$490.00 Bond	\$490.00	\$115.00 1 hr min	\$115.00 1 hr min	\$3,000.00	\$300.00	\$150.00 1 hr min	\$300.00 2 hr min	\$3,300.00	\$350.00	\$99.00 2 hr min	\$148.00 2 hr min
5	Jefferson County Subcourthouse – Port Arthur	15,394	\$2,001.22	\$307.00	\$125.00 4 hr min	\$200.00 4 hr min	\$636.00 Bond	\$636.00	\$115.00 1 hr min	\$115.00 1 hr min	\$3,000.00	\$400.00	\$250.00 1 hr min	\$300.00 2 hr min	\$3,200.00	\$350.00	\$99.00 2 hr min	\$148.00 2 hr min
6	Jefferson County Annex III – (Health & Welfare/Community Supervision) – Port Arthur	14,300	\$1,277.00	\$250.00	\$125.00 4 hr min	\$200.00 4 hr min	\$561.00 Bond	\$561.00	\$115.00 1 hr min	\$115.00 1 hr min	\$4,400.00	\$300.00	\$200.00 1 hr min	\$300.00 2 hr min	\$3,150.00	\$350.00	\$99.00 2 hr min	\$148.00 2 hr min
7	Precinct #3 Service Center (office only)	3,500	\$1,120.00	\$140.00	\$125.00 4 hr min	\$200.00 4 hr min	\$396.00 Bond	\$396.00	\$115.00 1 hr min	\$115.00 1 hr min	\$3,200.00	\$150.00	\$200.00 1 hr min	\$250.00 2 hr min	\$2,450.00	\$360.00	\$99.00 2 hr min	\$148.00 2 hr min
8	Mid County Office Building	6,120	\$1,774.80	\$183.60	\$125.00 4 hr min	\$200.00 4 hr min	\$396.00 Bond	\$396.00	\$115.00 1 hr min	\$115.00 1 hr min	\$2,500.00	\$200.00	\$200.00 1 hr min	\$250.00 2 hr min	\$2,700.00	\$375.00	\$99.00 2 hr min	\$148.00 2 hr min
9	Jefferson County Hamshire Building	2,858	\$285.80	\$80.00	\$125.00 4 hr min	\$200.00 4 hr min	\$481.00 Bond	\$481.00	\$115.00 1 hr min	\$115.00 1 hr min	\$350.00	\$125.00	\$100.00 1 hr min	\$250.00 2 hr min	\$2,300.00	\$375.00	2 hr min	\$148.00 2 hr min
10	Minnie Rogers Juvenile Justice Center – Beaumont	12,850	\$3,469.50	\$385.50	\$125.00 4 hr min	\$200.00 4 hr min	\$396.00 Bond		\$115.00 1 hr min	\$115.00 1 hr min	\$2,000.00	\$450.00	\$200.00 1 hr min	\$250.00 2 hr min	\$2,900.00	\$325.00	\$99.00 2 hr min	\$148.00 2 hr min
11	Precinct #2 Service Center	14,520	\$2,007.00	\$307.50	\$125.00 4 hr min	\$200.00 4 hr min	\$682.00 Bond		\$115.00 1 hr min	\$115.00 1 hr min	\$7,000.00	\$250.00	\$250.00 1 hr min	\$300.00 2 hr min	\$3,400.00	\$340.00	\$99.00 2 hr min	\$148.00 2 hr min
12	Jack Brooks Regional Airport: Main Terminal	41,988	\$3,700.00	\$375.00	\$125.00 4 hr min	\$200.00 4 hr min	\$1,274.00 Bond		\$115.00 1 hr min	\$115.00 1 hr min	\$10,650.00	\$400.00	\$300.00 1 hr min	\$350.00 2 hr min	\$6,650.00	\$775.00	\$99.00 2 hr min	\$148.00 2 hr min
13	Jack Brooks Regional Airport: Terminal II Annex	3,000	\$1,075.00	\$140.00	\$125.00 4 hr min	\$200.00 4 hr min	\$396.00 Bond		\$115.00 1 hr min	\$115.00 1 hr min	\$5,550.00	\$300.00	\$250.00 1 hr min	\$300.00 2 hr min	\$2,300.00	\$340.00	\$99.00 2 hr min	\$148.00 2 hr min
14	Sheriff's Department Marine Unit	4,068	\$1,301.00	\$175.00	\$125.00 4 hr min	\$200.00 4 hr min	\$396.00 Bond		\$115.00 1 hr min	\$115.00 1 hr min	\$1,900.00	\$200.00	\$200.00 1 hr min	\$300.00 2 hr min	\$2,400.00	\$360.00	\$99.00 2 hr min	\$148.00 2 hr min
15	(Optional) Preventative treatment for County buildings: Attach treatment plan/ pesticides used per linear foot		\$_____ per linear foot of treated area				\$_____ per linear foot of treated area				\$____4-9_____ per linear foot of treated area				\$____\$3.50_____ per linear foot of treated area			
16	Additional Charges (other than hourly rates for Call out) and/or Additional Service not included with Annual Service & Inspection (Including, but not limited to mileage charges, fuel surcharges, misc supply charges and warranties) Please specify:		N/A				* All items required for scope of work not included in pricing. Bond is to cover building under retreat agreement. If activity is found during inspection Orkin will spot treat 10 linear feet on either side				N/A				No additional charges			
17	Are you a Certified Sentricon Specialist		Yes_____ No__X____				Yes_X____ No_____				Yes_____ No__X____				Yes_X____ No_____			

G & G Pest Control 301 S. Adam St Beeville, TX 78102 Ph: 361-358-4886	Orkin Pest Control 11165 Eastex Frwy Beaumont, TX 77708 Ph: 409-679-5579	Tri-City Exterminating Co. 3304 Spurlock Rd Nederland, TX 77627 Ph: 409-724-2843	PestCo Professional Pest Control, Inc 18004 IH-10 Vidor, TX 77662 PH: 409-866-8870
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**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:

Spidle & Spidle, Inc.
Company Name

For clarification of this offer, contact:

P.O. Box 782
Address

William D. Spidle, President
Name & Title

Port Arthur, Texas 77640
City State Zip

409-727-4400
Phone ~~Fax~~


Signature of Person Authorized to Sign

Spidleoil@yahoo.com
E-mail

William D. Spidle
Printed Name

President
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 Motor Fuel for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for two (2) 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 25-079/CG, Term Contract for Motor Fuel 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



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

REQUEST FOR BID OFFER EXTENSION

August 6, 2026

Spidle & Spidle, Inc
 401 W 19th Street
 Port Arthur, TX 77640
 Attention: William Spidle

Re: IFB 25-079/CG, Term Contract for Motor Fuel for Jefferson County

Dear Mr. Spidle:

The above-referenced bid was opened on February 11, 2026, with bids valid until May 12, 2026. Jefferson County requests that you extend your bid offer an additional 120 days to September 9, 2026 as Jefferson County would like to Re-Award the contract to Spidle & Spidle, Inc.

Please complete & sign the acknowledgment below to indicate your agreement and return via email at: cynthia.greene@jeffersoncountytexas.gov. Jefferson County appreciates your cooperation with this extension.

Thank you,

Deborah Clark

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

Enclosures

DC: cg

Bid Extension Received and Accepted:

8-10-26

Date

Contractor:

Spidle + Spidle Inc

Signature:

William Spidle

Print Name and Title:

William Spidle President

Attachment B

CURRENT PRICING

IFB 25-079/CG

Term Contract for Motor Fuel for Jefferson County

Awarded: February 24, 2026

Updated: 02/24/2026

		Tri-Con, Inc.	Spidle & Spidle, Inc
Item	Description	+/- Factor Brand	+/- Factor Brand
		-	
1	Unleaded Gasoline Regular Grade 87 Octane	+.0645 Global	+.065 Un
2	Unleaded Gasoline Medium Grade 89 Octane	+.0645 Global	+.065 Un
3	Unleaded Gasoline Premium Grade 93 Octane	+.0645 Global	+.065 Un
4	No. 2 Diesel	+.0645 Global	+.065 Un
		Tri-Con, Inc. 7076 West Port Arthur Rd Beaumont TX 77705 ph: 409-835-2237 Ex 115 fx: 409-838-1925 Attn: Jody Spoonemore jodyspoonemore@triconinc.org	Spidle & Spidle, Inc P.O. Box 782 Port Arthur, TX 77640 Ph: 409-727-4400 Attn: William Spidle Spidleoil@yahoo.com



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

AMENDMENT IV TO CONTRACT

August 7, 2026

Republic Services of Beaumont
 Atten: Blaize Sonnier
 6425 State Highway 347
 Beaumont, TX 77705

Dear Ms. Walker:

This letter will serve as Amendment IV (four) to contract IFB 22-046/MR, Term Contract for Trash and Biomedical Waste Container Service for Jefferson County.

Amendment IV (four) will add temporary 40 yard roll off service for Precinct 1 Service Center at 20205 W HWY 90, China, TX 77613 with a one -time delivery charge of \$206.25 and a haul rate of \$625.00 per haul and estimated disposal charge of \$276.70 (5 tons) for an estimated dump amount of \$901.70.

Please sign below, and return to Cindy Greene, Contract Specialist via email at:
Cynthia.greene@jeffersoncountytexas.gov.

08/12/2026

Republic Services of Beaumont

Date

8-18-26

Jeff R. Branick
 Jefferson County Judge

Date

Attest:

Roxanne Acosta-Hellberg
 Jefferson County Clerk

8/18/26

Date





JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

AMENDMENT I TO CONTRACT

August 5, 2026

Martin Asphalt Company
 3 Riverway #400
 Houston TX 77056
 Attention: Victoria Espino

Dear Ms. Espino:

This letter will serve as Amendment I (one) to contract IFB 26-034/CG, Term Contract for Asphalt Products for Jefferson County.

Amendment I (one) will add Precinct 4 Storage Tank as additional delivery location.

IV. Asphalt Products – Delivery to Precinct 4 Storage Tank, Precinct 4 Service Center- 7780 Boyt Rd, Beaumont, TX 77713			
		Martin Asphalt Company	
1. Grade CRS-2 Emulsion		\$2.70 Per gallon	
2. Grade AE-P		\$3.20 Per Gallon	
Vendor's Shipping Point Address:		300 Christy Place South, Houston, TX 77587	
Hours of Hopper Operation:		24 hours a day / 7 days a week	
Delivery and Return Charge for Tanker:		Delivery \$1003.00 Return \$501.50	

Please sign below, and return to Cindy Greene, Contract Specialist via email at:
cynthia.greene@jeffersoncountytexas.gov

Victoria Espino

Martin Asphalt Company

Jeff R. Branick
 Jefferson County Judge

8/6/2026

Date

8-18-26

Date



ATTEST

DATE

[Signature]
 8/18/26



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

AMENDMENT I TO CONTRACT

August 5, 2026

Cleveland Asphalt Products, Inc
P.O. Box 1449
Shepherd TX 77371
Attention: Clayton Moore

Dear Mr. Moore:

This letter will serve as Amendment I (one) to contract IFB 26-034/CG, Term Contract for Asphalt Products for Jefferson County.

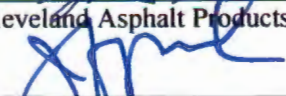
Amendment I (one) will add Precinct 4 Storage Tank as additional delivery location.

**IV. Asphalt Products – Delivery to Precinct 4 Storage Tank, Precinct 4 Service Center-
7780 Boyt Rd, Beaumont, TX 77713**

		Cleveland Asphalt Products
1. Grade CRS-2 Emulsion		\$2.98 Per gallon
2. Grade AE-P		\$3.83 Per gallon
Vendor's Shipping Point Address:		100 Asphalt Ln, Shepherd, TX 77371
Hours of Hopper Operation:		8am- 5pm (with notice can work outside standard time)
Delivery and Return Charge for Tanker:		\$650.00 *Delivery prices based on 5000 gallon full load, for smaller qty, call 800-334-0177. Returns are material only, not freight. Demurrage: \$100.00/hr after 2 free hours

Please sign below, and return to Cindy Greene, Contract Specialist via email at:
cynthia.greene@jeffersoncountytexas.gov


Cleveland Asphalt Products, Inc


Jeff R. Branick
Jefferson County Judge

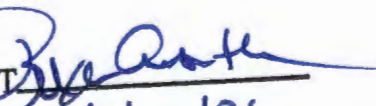
8/5/2026

Date

8-18-26

Date



ATTEST 

DATE

8/18/26



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+A+FOR
STATE/LOCAL GOVERNMENT
 (EXISTING SUBSCRIBER VERSION - AAR)

"Subscriber" Name: Jefferson County Courts
Account Number: 100012OK8 136th District Court - Judge Workham
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis+ Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1
---	---

- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

- 2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.4 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
Dorsaneo, TX Litigation Guide	1010135	1
TX Transaction Guide: Legal Forms	1010483	1
News	1010610	1
All Briefs, Pleadings & Motions	1010612	1



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
 (EXISTING SUBSCRIBER VERSION - AAR)

TX Practice Library	1010629	1
All Law Reviews	1010857	1
USCS - United States Code Service	1011069	1
TX Jury Instructions	1011497	1
National Primary Enhanced	1011511	1
TX Civil Practice Analytical	1534489	1
Lexis+™ Practical Guidance - State & Local Government	1534660	1

- 3.2. This Agreement commences on the Effective Date and continues for the Committed Term designated in Section 3.4; provided, that, after the Committed Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current Committed Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term, Committed Term and all Renewal Terms.
- 3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.
- 3.4. In exchange for access to the Lexis+ Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
9/1/2026 - 8/31/2027	\$135

Some of the Online Services may allow Authorized Users to upload documents within the LN Online Services, known as the Vault ("Vault"). Subscriber may elect to disable the Vault for its Authorized Users by initialing below.

To have the Vault disabled for your Authorized Users, initial here

(Initial)

- 3.5. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here

(Initial)

- 3.6. Use of Lexis+ under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).
- 3.7. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 7/31/2026.



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
 (EXISTING SUBSCRIBER VERSION - AAR)

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

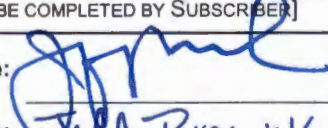
- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

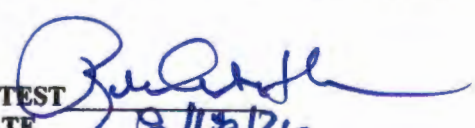
7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Jefferson County Courts
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: 
Printed Name: Jeff Branick
Job Title: County Judge
Date: 8-18-2024

ATTEST 
DATE 8/18/24



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	Cynthia	Digitally signed by
Name:	Cynthia	Cynthia Guerrero
Job Title:		Date: 2026.07.30
Date:	Guerrero	16:59:05 -04'00'



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
 (EXISTING SUBSCRIBER VERSION - AAR)

Customer Information (please print or type)			
Organization Name (full legal name)		Jefferson County Courts	
Billing Frequency		☒ Monthly	☐ Annually
Tax Exempt (If yes please provide exemption certificate)		☒ Yes	☐ No
New Invoice Contact Person	☐ Yes ☒ No	First & Last Name	Email Address
PO Required?	☐ Yes ☒ No	PO #	
MSA # if applicable			



TEXAS DEPARTMENT OF LICENSING & REGULATION

P.O. Box 12157 • Austin, Texas 78711-2157
 techinfo@tdlr.texas.gov • www.tdlr.texas.gov

ARCHITECTURAL BARRIERS DESIGNATED AGENT FORM

YOU MUST COMPLETE ALL SECTIONS OF THIS FORM FOR IT TO BE PROCESSED. INCOMPLETE FORMS WILL NOT BE CONSIDERED. THE PERSON LISTED AS A DESIGNATED AGENT ON THIS FORM IS AUTHORIZED TO SUBMIT DOCUMENTS ON BEHALF OF THE OWNER AND ACT AS AN AGENT.

Texas Administrative Code Chapter 68.42(a) requires this form to be complete and signed by the owner or an individual employed by the owner if the owner wishes to designate an agent.

1. PROJECT INFORMATION

Project Name: JEFFERSON COUNTY DIVERSION CENTER TDLR Project #: _____
 Building or Facility Name: JEFFERSON COUNTY DIVERSION CENTER CAD Account #: 139572
 Physical Address: 4095 US 69, BEAUMONT TX, 77705
(Street Number, Street Name, Suite Number, City, State, Zip Code)

2. OWNER INFORMATION

(TO BE VALID, THIS INFORMATION MUST BE SIGNED BY THE OWNER LISTED IN THIS SECTION)

Business Type: (Select one)

☐ Individual ☐ Sole Proprietorship ☐ Corporation ☐ Trust or Estate

☒ Other: Local Government

(NOTE: For LPs, LLPs, LLCs Form EAB247N must be on file in order to designate another entity as the project agent.)

Building/Facility Owner:

JEFFERSON COUNTY

Name of Owner's Representative:

JEFF BRANICK

(If owner is Trust, Business, or Government Entity)

Address: 1149 PEARL STREET, BEAUMONT, TX 77701

(Street Number, Street Name, Suite Number, City, State, Zip Code)

Phone Number: 409-835-8693

Email Address: mistey.reeves@jeffersoncountytexas.gov

3. DESIGNATED AGENT INFORMATION

Name of Designated Agent:

BRAVE ARCHITECTURE

Name of Agent's Representative:

PETER HO

(If owner is Trust, Business, or Government Entity)

Address: 4200 MONTROSE BLVD, SUITE 400, HOUSTON, TX 77006

(Street Number, Street Name, Suite Number, City, State, Zip Code)

Phone Number: 713-524-5858

Email Address: pho@bravearchitecture.com

4. OWNER'S ACKNOWLEDGMENT

THE OWNER OR OWNER'S REPRESENTATIVE MUST SIGN THIS FORM. THIS FORM WILL BE REJECTED IF SIGNED BY THE DESIGNATED AGENT.

By signing and submitting this form, I authorize the individual or business listed in Section 3 of this form to serve as the Designated Agent for the project identified above. I understand that as the owner of the building or facility listed in Section 1 of this form, I remain responsible for compliance with all requirements for this project set forth in Chapter 469, Texas Government Code, and Title 16, Chapter 68, Texas Administrative Code.

Jeff Branick
 Printed Name of Owner

County Judge
 Owner's Title

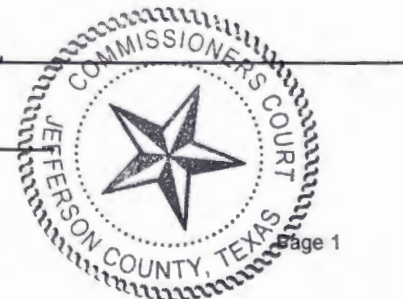
8-18-2026

Date Signed

Building/Facility Owner Signature

ATTEST
 DATE

8/18/26





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

A handwritten signature in blue ink, appearing to be "DC", with a long diagonal stroke extending from the bottom right.

Date: August 18, 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

August 18, 2026

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AUDITING	CHAIR		
contact person: Paula Ballard			
PURCHASING	KYOCERA FS-4200 DN PRINTER	LPD6752220	35776
contact person: Sylvia Moore			
SHERIFF	COLT COMMANDO RIFLE 5.56 CALIBER	A0157121	
SHERIFF	COLT COMMANDO RIFLE 5.56 CALIBER	A0287471	
SHERIFF	COLT COMMANDO RIFLE 5.56 CALIBER	A0256811	
contact person: Chief Donta Miller			

ATTEST
DATE 8/18/26



Approved by Commissioners' Court: _____

[Signature]

PGM: GMCOMMV2	DATE 08-18-2026	PAGE: 1
NAME	AMOUNT	CHECK NO. 105 TOTAL
ROAD & BRIDGE PCT.#1		
ABLE FASTENER, INC.	117.50	542109
ENTERGY	848.08	542135
M&D SUPPLY	683.16	542147
RITTER @ HOME	399.96	542157
SOUTHERN TIRE MART, LLC	893.18	542175
SILSBEE FORD INC	746.10	542224
REPUBLIC SERVICES # 862	73.61	542231
DYNAMIC POWER SYSTEMS	339.11	542285
TRIANGLE EQUIPMENT II LLC	240.00	542288
		4,340.70**
ROAD & BRIDGE PCT.#2		
ENTERGY	1,004.11	542135
PHILPOTT MOTORS, INC.	4,807.38	542152
ACE IMAGEWEAR	628.36	542160
S.E. TEXAS BUILDING SERVICE	520.00	542161
TRI-CITY FASTENER & SUPPLY	55.00	542172
TRI-CON, INC.	466.49	542173
ACT PIPE AND SUPPLY	3,829.56	542207
REPUBLIC SERVICES # 862	83.13	542231
TEMPERATURE TECHNICIAN	720.00	542232
		11,181.05**
ROAD & BRIDGE PCT. # 3		
BEAUMONT TRACTOR COMPANY	224.48	542115
CINTAS, INC.	6,166.06	542122
CITY OF PORT ARTHUR - WATER DEPT.	92.70	542124
S.E. TEXAS BUILDING SERVICE	162.50	542161
LOWE'S HOME CENTERS, INC.	684.93	542185
CENTERPOINT ENERGY RESOURCES CORP	68.13	542192
SAM'S CLUB DIRECT	318.96	542217
REPUBLIC SERVICES # 862	73.61	542231
CINTAS CORPORATION	45.00	542234
GFL ENVIRONMENTAL	844.64	542291
LANDRY SUPPLY LLC OF LAKE CHARLES	747.38	542308
		9,428.39**
ROAD & BRIDGE PCT.#4		
AAA LOCK & SAFE	435.00	542108
CINTAS, INC.	168.00	542122
ENTERGY	23.19	542135
M&D SUPPLY	64.93	542147
SANITARY SUPPLY, INC.	141.30	542158
SOUTHEAST TEXAS WATER	116.45	542167
JASON'S DELI	2,200.10	542178
SAM'S CLUB DIRECT	402.73	542217
SHOPPA'S FARM SUPPLY	1,957.67	542226
REPUBLIC SERVICES # 862	226.45	542231
IMAGE 360 BEAUMONT	67.49	542245
O'REILLY AUTO PARTS	180.64	542246
GULF COAST	274.05	542256
ODP BUSINESS SOLUTIONS, LLC	90.43	542272
MODERN CONCRETE & MATERIALS LLC	67.90	542278
AMERICAN WELDING AND GAS INC	155.55	542300
		6,571.88**
ENGINEERING FUND		
FUNCTION 4 LLC	78.26	542237
ODP BUSINESS SOLUTIONS, LLC	127.99	542272
		206.25**
PARKS & RECREATION		
ENTERGY	1,783.53	542135
YATES AUTO & TRUCK REPAIR	647.56	542193
		2,431.09**
GENERAL FUND		
TAX OFFICE		
ELECTRICAL SPECIALTIES, INC.	92.00	542111
ACE IMAGEWEAR	44.70	542160

PGM: GMCOMMV2	DATE 08-18-2026	PAGE: 2
NAME	AMOUNT	CHECK NO. 106 TOTAL
SOUTHEAST TEXAS WATER	167.70	542166
UNITED STATES POSTAL SERVICE	404.38	542181
ROCHESTER ARMORED CAR CO INC	378.40	542213
NEMO-Q	911.00	542223
REPUBLIC SERVICES # 862	36.80	542231
ODP BUSINESS SOLUTIONS, LLC	1,081.05	542272
AMAZON CAPITAL SERVICES	72.48	542275
MASSEY SERVICES INC	40.00	542290
COUNTY HUMAN RESOURCES		3,228.51*
MOORMAN & ASSOCIATES, INC.	850.00	542149
UNITED STATES POSTAL SERVICE	19.56	542181
BAPTIST PHYSICIAN NETWORK	303.00	542182
SIMPLIVERIFIED LLC	318.15	542301
AUDITOR'S OFFICE		1,490.71*
UNITED STATES POSTAL SERVICE	16.32	542181
COUNTY CLERK		16.32*
CDW COMPUTER CENTERS, INC.	112.50	542176
UNITED STATES POSTAL SERVICE	300.81	542181
FUNCTION 4 LLC	374.00	542237
ODP BUSINESS SOLUTIONS, LLC	212.46	542272
COUNTY JUDGE		999.77*
BEAUMONT ENTERPRISE	109.00	542130
UNITED STATES POSTAL SERVICE	.78	542181
JEFF R BRANICK	740.78	542198
THE MAYO LAW FIRM PLLC	500.00	542238
RISK MANAGEMENT		1,350.56*
UNITED STATES POSTAL SERVICE	5.64	542181
COUNTY TREASURER		5.64*
UNITED STATES POSTAL SERVICE	273.17	542181
PRINTING DEPARTMENT		273.17*
FUNCTION 4 LLC	236.81	542237
AMAZON CAPITAL SERVICES	232.21	542275
PURCHASING DEPARTMENT		469.02*
PORT ARTHUR NEWS, INC.	196.80	542153
UNITED STATES POSTAL SERVICE	5.52	542181
FUNCTION 4 LLC	22.75	542237
GENERAL SERVICES		225.07*
JEFFERSON CTY. SHERIFF'S DEPARTMENT	50.00	542141
SOUTHEAST TEXAS WATER	53.95	542168
ROCHESTER ARMORED CAR CO INC	6,859.96	542213
K2 TOWERS III, LLC	2,435.00	542267
DATA PROCESSING		9,398.91*
CDW COMPUTER CENTERS, INC.	1,118.41	542176
CRYSTAL THIERRY	483.85	542202
STEEPMEADOW SOLUTIONS, LLC	12,458.69	542268
ODP BUSINESS SOLUTIONS, LLC	720.91	542272
AMAZON CAPITAL SERVICES	51.17	542275
VOTERS REGISTRATION DEPT		14,833.03*
UNITED STATES POSTAL SERVICE	225.16	542181
ELECTIONS DEPARTMENT		225.16*

PGM: GMCOMMV2	DATE 08-18-2026	PAGE: 3
NAME	AMOUNT	CHECK NO. 107 TOTAL
UNITED STATES POSTAL SERVICE	23.74	542181
ROXANNE ACOSTA-HELLBERG	168.97	542279
		192.71*
DISTRICT ATTORNEY		
JEFFERSON CTY. DISTRICT ATTORNEY	18,980.00	542142
CASH ADVANCE ACCOUNT	50.00	542145
UNITED STATES POSTAL SERVICE	159.96	542181
PAMELA FRENCH	1,713.64	542258
US BANK NATIONAL ASSOCIATION	1,597.95	542298
KANESHIA MOORE	1,627.44	542304
		24,128.99*
DISTRICT CLERK		
COUNTY & DISTRICT CLERK ASSN. OF TX	10.00	542174
UNITED STATES POSTAL SERVICE	381.40	542181
CINTAS CORPORATION	11.78	542234
BEAUMONT CHAMBER FOUNDATION	1,000.00	542244
ODP BUSINESS SOLUTIONS, LLC	72.98	542272
DARLENE TYDLACKA	26.00	542310
		1,502.16*
CRIMINAL DISTRICT COURT		
DONALD W. DUESLER & ASSOC.	1,424.03	542129
WENDELL RADFORD	1,500.00	542155
CDW COMPUTER CENTERS, INC.	268.36	542176
UNITED STATES POSTAL SERVICE	1.07	542181
LANGSTON ADAMS	1,218.90	542187
JASON ROBERT NICKS	1,045.76	542211
TURK LAW FIRM	618.80	542219
ODP BUSINESS SOLUTIONS, LLC	258.03	542272
UNITED STATES TREASURY	800.00	542286
GERALD E BOURQUE	35,000.00	542294
		42,134.95*
58TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	2.34	542181
		2.34*
252ND DISTRICT COURT		
THOMAS J. BURBANK PC	800.00	542119
UNITED STATES POSTAL SERVICE	.78	542181
JASON ROBERT NICKS	1,045.76	542211
		1,846.54*
279TH DISTRICT COURT		
NATHAN REYNOLDS, JR.	187.00	542156
DONEANE E. BECKCOM	660.00	542183
JOEL WEBB VAZQUEZ	880.00	542190
KIMBERLY PHELAN, P.C.	1,100.00	542194
BRITTANIE HOLMES	330.00	542218
THE PARDUE LAW FIRM, PLLC	1,661.00	542262
THE LAW OFFICE OF CHRISTY L CAUTHEN	2,986.47	542281
		7,804.47*
317TH DISTRICT COURT		
JOEL WEBB VAZQUEZ	500.00	542190
		500.00*
JUSTICE COURT-PCT 1 PL 1		
UNITED STATES POSTAL SERVICE	71.42	542181
		71.42*
JUSTICE COURT-PCT 1 PL 2		
UNITED STATES POSTAL SERVICE	91.25	542181
		91.25*
JUSTICE COURT-PCT 6		
UNITED STATES POSTAL SERVICE	69.48	542181
		69.48*
JUSTICE COURT-PCT 7		
KIRKSEY'S SPRINT PRINTING	52.10	542146
		52.10*
COUNTY COURT AT LAW NO.1		

PGM: GMCOMMV2	DATE 08-18-2026	PAGE: 4
NAME	AMOUNT	CHECK NO. 108 TOTAL
JEFFERSON CTY. BAR ASSOCIATION	75.00	542143
SOUTHEAST TEXAS WATER	63.20	542163
UNITED STATES POSTAL SERVICE	31.20	542181
COUNTY COURT AT LAW NO. 2		169.40*
A. MARK FAGGARD	425.00	542131
JOHN EUGENE MACEY	425.00	542148
MARVA PROVO	700.00	542154
UNITED STATES POSTAL SERVICE	4.19	542181
JOEL WEBB VAZQUEZ	350.00	542190
LAURIE PEROZZO	1,875.00	542210
LAW OFFICE OF GILES R COLE & ASSOC	350.00	542265
THE LAW OFFICE OF CHRISTY L CAUTHEN	350.00	542281
UNITED STATES TREASURY	350.00	542286
COUNTY COURT AT LAW NO. 3		4,829.19*
A. MARK FAGGARD	700.00	542131
JEFFERSON CTY. BAR ASSOCIATION	165.00	542143
JOHN EUGENE MACEY	350.00	542148
SOUTHEAST TEXAS WATER	82.87	542165
JOEL WEBB VAZQUEZ	1,050.00	542190
LAURIE PEROZZO	700.00	542210
JENNIFER DELAGE	1,050.00	542236
THE LAW OFFICE OF CHRISTY L CAUTHEN	1,295.82	542281
GALMOR STOVALL PLLC	425.00	542305
COURT MASTER		5,818.69*
SOUTHEAST TEXAS WATER	47.45	542162
LAWRENCE E THORNE III	5,928.82	542212
MEDIATION CENTER		5,976.27*
TEXAS DRC DIRECTOR'S COUNCIL	150.00	542110
SHERIFF'S DEPARTMENT		150.00*
CITY OF NEDERLAND	37.19	542125
ENTERGY	955.22	542135
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,260.00	542140
UNITED STATES POSTAL SERVICE	2,978.15	542181
RITA HURT	1,300.00	542216
GALLS LLC	3,996.85	542229
REPUBLIC SERVICES # 862	73.61	542231
M&R FLEET SERVICES, INC.	214.50	542248
US BANK NATIONAL ASSOCIATION	165.00	542298
CRIME LABORATORY		11,980.52*
FED EX	56.98	542132
CASH ADVANCE ACCOUNT	704.82	542145
NMS LABS	5,500.00	542214
ODP BUSINESS SOLUTIONS, LLC	181.50	542272
BAK GLOBAL LLC	100.00	542276
JAIL - NO. 2		6,543.30*
AUTOMATIC PUMP & EQUIPMENT CO INC	21,000.00	542113
BOB BARKER CO., INC.	956.50	542114
CITY OF BEAUMONT - WATER DEPT.	16.00	542123
M&D SUPPLY	125.78	542147
HB NEILD AND SONS INC	3,700.00	542150
LOWE'S HOME CENTERS, INC.	113.90	542185
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	8,987.50	542208
GALLS LLC	688.69	542229
REPUBLIC SERVICES # 862	6,423.52	542231
FERGUSON ENTERPRISES INC	13,796.82	542239
MOORE-ALL TEX SUPPLY	892.66	542243
LASALLE CORRECTIONS VI LLC	9,075.00	542249
TRINITY SERVICES GROUP INC	57,534.28	542255
I-CON SYSTEMS INC	3,893.45	542263

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NAME	AMOUNT	CHECK NO. 109 TOTAL
ODP BUSINESS SOLUTIONS, LLC	863.16	542272
LONE STAR PRISONER TRANSPORT INC	4,038.30	542287
TREVIPAY	203.65	542299
AMERICAN WELDING AND GAS INC	402.09	542300
CLEAR HANDBAGS AND MORE	694.54	542303
		133,405.84*
JUVENILE PROBATION DEPT.		
CASH ADVANCE ACCOUNT	1,037.25	542145
UNITED STATES POSTAL SERVICE	3.90	542181
ROXANA MITCHELL	233.32	542230
BECKER PRINT & MAIL	1,286.00	542241
NAKIA FOBBS	249.28	542289
APRIL ANTWINE	213.56	542307
		3,023.31*
JUVENILE DETENTION HOME		
AAA LOCK & SAFE	165.00	542108
CASH ADVANCE ACCOUNT	810.25	542145
S.E. TEXAS BUILDING SERVICE	2,250.00	542161
BEN E KEITH COMPANY	276.33	542189
VANSCHUCA SANDERS-CHEVIS	400.00	542199
REPUBLIC SERVICES # 862	519.60	542231
BAK GLOBAL LLC	200.00	542276
		4,621.18*
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	71.45	542181
		71.45*
CONSTABLE-PCT 4		
DISH NETWORK	99.43	542201
		99.43*
CONSTABLE-PCT 6		
UNITED STATES POSTAL SERVICE	53.31	542181
EASTEX TACTICAL	1,408.00	542296
		1,461.31*
CONSTABLE PCT. 8		
CASH ADVANCE ACCOUNT	324.44	542145
		324.44*
AGRICULTURE EXTENSION SVC		
SOUTHEAST TEXAS WATER	46.70	542164
DAVID OATES	356.43	542233
TYLER FITZGERALD	344.72	542251
US BANK NATIONAL ASSOCIATION	195.00	542298
		942.85*
HEALTH AND WELFARE NO. 1		
PETTY CASH - N C WELFARE	30.00	542151
UNITED STATES POSTAL SERVICE	75.37	542181
TEXAS CONFERENCE OF URBAN COUNTIES	100.00	542186
VECTOR SECURITY	404.00	542240
		609.37*
HEALTH AND WELFARE NO. 2		
BROUSSARD'S MORTUARY	1,800.00	542118
CLAYBAR FUNERAL HOME, INC.	900.00	542126
ENTERGY	140.00	542138
TEXAS CONFERENCE OF URBAN COUNTIES	100.00	542186
ODP BUSINESS SOLUTIONS, LLC	67.37	542272
		3,007.37*
INDIGENT MEDICAL SERVICES		
LOCAL GOVERNMENT SOLUTIONS LP	4,048.00	542204
		4,048.00*
MAINTENANCE-BEAUMONT		
CONSOLIDATED ELECTRICAL DIST INC.	173.25	542128
W.W. GRAINGER, INC.	54.04	542133
M&D SUPPLY	40.57	542147

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NAME	AMOUNT	CHECK NO. 110 TOTAL
ACE IMAGEWEAR	287.46	542160
BELT SOURCE	79.52	542197
SHERWIN-WILLIAMS	121.19	542209
CAT5 RESOURCES LLC	875.23	542227
REPUBLIC SERVICES # 862	1,558.80	542231
WES VICE HARDWOODS & SUPPLY INC	84.68	542259
AMAZON CAPITAL SERVICES	38.08	542275
MASSEY SERVICES INC	136.00	542290
US BANK NATIONAL ASSOCIATION	124.00	542298
		3,572.82*
MAINTENANCE-PORT ARTHUR		
COBURN SUPPLY COMPANY INC	34.39	542127
ENTERGY	7,513.83	542135
S.E. TEXAS BUILDING SERVICE	5,000.00	542161
LOWE'S HOME CENTERS, INC.	85.46	542185
CHARTER COMMUNICATIONS	125.28	542269
PARKER'S BUILDING SUPPLY	160.20	542274
INDUSTRIAL & COMMERCIAL MECHANICAL	281.00	542306
		13,200.16*
MAINTENANCE-MID COUNTY		
ENTERGY	2,743.38	542135
SANITARY SUPPLY, INC.	101.20	542158
ACE IMAGEWEAR	42.09	542160
S.E. TEXAS BUILDING SERVICE	3,608.32	542161
REPUBLIC SERVICES # 862	83.13	542231
BOSCO INDUSTRIES	915.00	542235
		7,493.12*
SERVICE CENTER		
ACTION AUTO GLASS	1,126.85	542112
J.K. CHEVROLET CO.	512.54	542139
M&D SUPPLY	35.42	542147
PHILPOTT MOTORS, INC.	2,383.53	542152
TRI-CON, INC.	21,115.41	542173
JEFFERSON CTY. TAX OFFICE	7.50	542179
VOYAGER FLEET SYSTEM, INC.	30,582.39	542188
BUMPER TO BUMPER	114.20	542191
AIRPORT GULF TOWING LLC	125.00	542195
MIGHTY OF SOUTHEAST TEXAS	97.42	542215
ADVANCE AUTO PARTS	287.89	542221
SILSBEE FORD INC	1,092.51	542224
REPUBLIC SERVICES # 862	83.13	542231
CINTAS CORPORATION	107.65	542234
CREST INDUSTRIES, INC	175.14	542253
TOWN AND COUNTRY FORD	866.60	542280
US BANK NATIONAL ASSOCIATION	53.25	542298
LANDRY SUPPLY LLC OF LAKE CHARLES	47.64	542308
		58,814.07*
VETERANS SERVICE		
CASH ADVANCE ACCOUNT	1,003.10	542145
ODP BUSINESS SOLUTIONS, LLC	325.15	542272
		1,328.25*
		382,402.62**
MOSQUITO CONTROL FUND		
CITY OF NEDERLAND	72.07	542125
ENTERGY	712.67	542135
JACK BROOKS REGIONAL AIRPORT	686.03	542144
RITTER @ HOME	23.58	542157
SETZER HARDWARE, INC.	55.51	542159
ACE IMAGEWEAR	85.65	542160
REPUBLIC SERVICES # 862	83.13	542231
CY-FAIR TIRE	140.90	542254
US BANK NATIONAL ASSOCIATION	109.40	542298
BART FOSTER	50.00	542309
		2,018.94**
BREATH ALCOHOL TESTING		
STEVE MAYES	692.65	542228
		692.65**
SECURITY FEE FUND		

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NAME	AMOUNT	CHECK NO. 111 TOTAL
IDENTISYS	883.39	542203
ALLIED UNIVERSAL SECURITY SERVICES	12,382.28	542257
US BANK NATIONAL ASSOCIATION	372.71	542298
		13,638.38**
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	796.50	542222
		796.50**
EMPG GRANT		
FUNCTION 4 LLC	87.64	542237
		87.64**
JUVENILE PROB & DET. FUND		
NISHA AMIN	2,250.00	542205
		2,250.00**
IV-E FOSTER CARE		
BEAUMONT TROPHIES	110.00	542116
		110.00**
GRANT A STATE AID		
BI INCORPORATED	906.50	542177
TCSI, LLC	28,507.54	542260
RITE OF PASSAGE	10,075.00	542261
		39,489.04**
COMMUNITY SUPERVISION FND		
UNITED STATES POSTAL SERVICE	181.23	542181
CHARTER COMMUNICATIONS	134.72	542270
		315.95**
SHERIFF'S TRAINING GRANT		
LEAN SERVICES LLC	863.33	542225
		863.33**
LAW OFFICER TRAINING GRT		
TREVIPAY	30.65	542299
		30.65**
COUNTY RECORDS MANAGEMENT		
TEXAS HISTORICAL COMMISSION	2,500.00	542170
		2,500.00**
DEPUTY SHERIFF EDUCATION		
US BANK NATIONAL ASSOCIATION	650.00	542298
		650.00**
HOTEL OCCUPANCY TAX FUND		
CINTAS, INC.	183.95	542122
AT&T	106.82	542169
UNITED STATES POSTAL SERVICE	16.62	542181
4IMPRINT, INC.	684.02	542184
DISH NETWORK	146.44	542200
SAM'S CLUB DIRECT	69.46	542217
REPUBLIC SERVICES # 862	83.13	542231
FUNCTION 4 LLC	165.76	542237
CHAPMAN VENDING	149.90	542266
ODP BUSINESS SOLUTIONS, LLC	148.69	542272
US BANK NATIONAL ASSOCIATION	1,157.05	542298
		2,911.84**
CAPITAL PROJECTS FUND		
PREFERRED FACILITIES GROUP-USA, LLC	69,362.40	542264
		69,362.40**
AIRPORT FUND		
BEAUMONT TRACTOR COMPANY	380.42	542115
CASCO INDUSTRIES, INC.	2,228.00	542120
ENTERGY	16,633.36	542137
SANITARY SUPPLY, INC.	293.65	542158
TRIANGLE ENGINE DIST.	238.80	542171
TRI-CON, INC.	175.28	542173

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NAME	AMOUNT	CHECK NO. ¹¹² TOTAL
LOWE'S HOME CENTERS, INC.	708.72	542185
COWBOY POWERSPORTS	110.98	542196
CRAWFORD ELECTRIC SUPPLY COMPANY	220.93	542220
REPUBLIC SERVICES # 862	785.66	542231
O'REILLY AUTO PARTS	27.52	542246
TITAN AVIATION FUELS	194,420.96	542250
RALPH'S INDUSTRIAL ELECTRONICS SUPP	97.45	542273
AMAZON CAPITAL SERVICES	429.93	542275
		216,401.10**
AIRPORT IMPROVE. GRANTS		
THE SOLCO GROUP, LLC	6,555.00	542247
		6,555.00**
SE TX EMP. BENEFIT POOL		
NEUROMUSCULAR CORPORATE SOLUTIONS	19,125.00	542252
SECURIAN LIFE INSURANCE COMPANY	8,211.65	542282
SECURIAN LIFE INSURANCE COMPANY	26,073.80	542283
MADISON NATIONAL LIFE INSURANCE COM	7,663.25	542284
LANTERN SPECIALTY CARE	123.60	542295
VISION SERVICE PLAN	9,330.33	542302
		70,527.63**
SETEC FUND		
REPUBLIC SERVICES # 862	1,740.00	542231
SOUTHEAST TEXAS PLUMBING INC	6,400.00	542242
		8,140.00**
SHERIFF'S FORFEITURE FUND		
US BANK NATIONAL ASSOCIATION	19,850.00	542298
		19,850.00**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	21,347.76	542087
CLEAT	3,278.00	542088
JEFFERSON CTY. TREASURER	13,812.40	542089
INTERNAL REVENUE SERVICE	208.00	542090
JEFFERSON CTY. COMMUNITY SUP.	5,950.61	542091
JEFFERSON CTY. TREASURER - HEALTH	593,139.12	542092
JEFFERSON CTY. TREASURER - GENERAL	55.00	542093
JEFFERSON CTY. TREASURER - PAYROLL	2,302,848.35	542094
JEFFERSON CTY. TREASURER - PAYROLL	760,111.45	542095
POLICE & FIRE FIGHTERS' ASSOCIATION	5,067.90	542096
JEFFERSON CTY. TREASURER - TCDRS	878,522.93	542097
JEFFERSON COUNTY TREASURER	3,585.64	542098
JEFFERSON COUNTY - TREASURER -	12,232.20	542099
NECHES FEDERAL CREDIT UNION	31,412.58	542100
JEFFERSON COUNTY - NATIONWIDE	64,131.97	542101
SBA - U S DEPARTMENT OF TREASURY	345.99	542102
CBE GROUP INC	245.42	542103
CHUBB	5,540.71	542104
JEFFERSON CTY. TREASURER - VISION	2,841.84	542105
THE HARTFORD INSURANCE GROUP	7,676.83	542106
MISSISSIPPI DEPT OF HUMAN SERVICES	71.54	542107
		4,712,426.24**
LANGUAGE ACCESS FUND		
RUBEN ZAPATA	400.00	542277
ERIKA BURGE	200.00	542293
		600.00**
GUARDIANSHIP FEE		
FRIENDS FOR LIFE	5,600.00	542292
		5,600.00**
APPELLATE JUDICIAL SYSTEM		
9TH COURT OF APPEALS	2,667.49	542206
		2,667.49**
MARINE DIVISION		
ENTERGY	997.95	542135
TRI-CON, INC.	778.73	542173
US BANK NATIONAL ASSOCIATION	205.42	542298
		424.64**
SHERIFF - COMMISSARY		

NAME	AMOUNT	CHECK NO. ¹¹³	TOTAL
BELL FENCE MFG. CO.	925.00	542117	
AMAZON CAPITAL SERVICES	1,948.50	542275	
			2,873.50**
			5,598,283.60***

**Jefferson County Clerk
Proposed Records Archive Plan
For Fiscal Year 2015-2016**

In accordance with Local Government Code Sec. 118.025, the Jefferson County Clerk, Roxanne Acosta-Hellberg, proposes the following expenditures be made from funds collected under this section by imposition of a Records Archive fee which was adopted by the Jefferson County Commissioners' Court on August 4, 2003 and which was effective September 1, 2003:

Contractual Preservation Project <i>(Preservation, Restoration, and Imaging of Records created before 1990 – Outsource via RFP specs</i>	\$ 23,180.00
Stationery & Office Supplies <i>(Microfilm Supplies, Barcode labels, Scanner consumables, and other supplies used in the Preservation and Restoration of Records filed before 1990)</i>	\$ 2,000.00
Capital Outlay <i>(Duplex scanners and microfilm processor for archival storage of records filed before 1990)</i>	\$.00
Salaries-Deputy County Clerks <i>(Salaries, Benefits & Salary Supplements of staff working on the Preservation and Restoration of the County Clerk's Records Archive)</i>	\$ 9,000.00
Extra Help <i>(Salaries for temporary/part-time extra help to work on the Preservation and Restoration of the County Clerk's Records Archive)</i>	\$ 92,250.00
Fringe Benefits	\$ 27,449.00
Total Proposed Expenditures	\$ 153,879.00

Request for County Feral Hog Grant

Statement of Purpose

Pursuant to the Texas Legislature, Texas A&M AgriLife Extension Service, Wildlife Services (WS) program hereby requests applications for County Feral Hog Abatement Grants (Grant). The Grant program (“Program”) is designed to encourage counties across the State of Texas to make a concentrated and coordinated effort to reduce the feral hog population and the damage caused by these animals throughout the year. Successful applicants will receive grants to initiate or continue feral hog abatement activities in their county. This document (“RFGA”) sets forth Program requirements and procedures.

Current abatement methods in Texas vary depending on the geographic terrain and vegetation. WS recognizes that the responsibility for management rests with landowners and local constituents who know the surrounding land and waterways, as well as the potential challenges to combating feral hogs. Through this program, the highest ranking counties will receive assistance to continue local activities which may range from educating the landowners on abatement methods, coordinating trapping and hunting programs, conducting aerial gunning and addressing public safety hazards related to feral hogs.

Projected Timeline of Events

July 6, 2026	Applications Available
August 28, 2026	Applications Due
October 1, 2026	Anticipated Award Date
August 31, 2027	Project End date

Eligibility

To be eligible for an award under the Program, the applicant must be a Texas county. The county must have or develop a method to accurately track the number of feral hogs taken in the county as well as documentation for other provisions included in the application (e.g. receipts for purchases, trap loan numbers, etc.) for the eligible period September 1, 2026-August 31, 2027.

Grantee Responsibilities and Accountability

Selected Applicants (grantees) will be responsible for conducting a project supported by the Program and for achieving the results described in the application. Each grantee shall monitor the day-to-day performance of the grant project to assure adherence to statutes, regulations, and grant terms and conditions. The grantee must carry out the activities described in the approved scope of work.

The grantee will be accountable for documenting the use of grant funds and must ensure funds are used solely for authorized purposes. The grantee must ensure:

- Funds are used only for activities covered by the approved project.

- Funds are not used in violation of the restrictions and prohibitions of applicable statutes and regulations.
- All budget and performance reports are completed in a timely manner.

Each grantee must ensure they have an adequate accounting system in place and good internal controls to ensure expenditures and reimbursements are reported and maintained for seven (7) years after the conclusion of the project.

Funding Parameters

Awards are subject to the availability of funds. If funds are not appropriated or collected for this Program, applicants will be informed accordingly.

WS will make awards after all applications are processed. Grant funds will be available on a cost reimbursement basis for county use on feral hog abatement expenditures during the grant term. A total of \$100,000 is available. WS anticipates awarding up to 15 grants ranging from \$5,000 to \$20,000 each. Applications will be reviewed through a competitive evaluation process.

Bounty programs may be included in a county's proposal, however WS will limit State funding of bounties to 50% of the amount actually paid out.

To receive grant funds, counties that are awarded Program grants must enter into a written agreement with Texas A&M AgriLife Extension Service. Grant funds will be distributed on a reimbursement basis after awarded counties submit proof of allowable expenditures.

WS reserves the right to accept or reject any or all applications submitted. WS is under no legal or other obligation to execute a grant award on the basis of a response submitted to this RFGA.

Public announcements and written notifications will be made to all applicants and their affiliated agencies, organizations, or institutions. Favorable decisions will indicate the amount of award, duration of the grant, and any special conditions associated with the project.

Due to reporting requirements from the Texas Legislature, written reports on accomplishments (including hogs removed) will be required by August 1, 2027.

Term of Funding or Duration of Projects

A Notice of Grant Award is *anticipated* to be made in October 2026. However, it is the intention of the legislature that Texas A&M AgriLife Extension Service continue to make available a level of funding similar to previous grants administered by the Texas Department of Agriculture (TDA). Counties may have continued feral hog projects following the conclusion of the TDA program. Therefore, approved projects may claim expenditures which have occurred since September 1, 2026. Projects under this funding request must be completed by August 31, 2027. No expenditures incurred after August 31, 2027, will be reimbursed.

Application Requirements

To be considered, applications must be complete and include all of the following information.

Grant Applications—Interested applicants must include all of the following information:

A narrative including:

- *County Information.* This is the name and address for the county.
- *Primary Program Contact.* This is the individual who can answer questions about the county's activities and performance.
- *Authorized Official.* This is the person legally able to bind the county in contracts or agreements, generally the county judge.
- *Previous Participation.* For counties which participated in the Feral hog grant program, a copy of the final report is required.
- *Description of Activities.* Include information on:
 - i. Description of the proposed program including abatement activities supported or used.
 - ii. Type and number of county-sponsored education program(s) about feral hog abatement technologies proposed; and
 - iii. A proposed budget (total cost for educational and operational activities, county share of bounty if proposed).
- *Certifications.* The authorized official must sign the application.

Evaluation and Selection Information

WS will conduct an administrative review to determine whether the applicant was responsive to the requirements of this RFGA. WS will take into consideration the status of any continuing project's progress.

Applications will be evaluated on the following criterion:

- The degree to which the proposal meets or supports established watershed or agricultural protection programs (*a maximum of 30 points will be awarded to those county proposals which are consistent with watershed protection plans or agricultural protection programs*).
- The estimated contribution of the proposal to removing feral hogs from the landscape (*a maximum of 30 points will be awarded for aspects of the project which contribute to fewer hogs, including trap loan programs, aerial hunting contracts, equipment purchased for control and bounties. NOTE: WS will only reimburse counties 50% of actual bounties paid. Counties planning on bounty programs need to state the total bounty pool and the county commitment to the remaining 50%. Programs which remove feral hogs but contribute to perpetuation of hogs as a resource may not receive full points.*)
- The number of landowner outreach events planned or conducted from September 1, 2026 through August 31, 2027 which include at least 1 hour of feral hog management topics, including biology, management strategies and damage assessment. We recognize that outreach in the post-pandemic environment will be challenging and encourage applicants to develop adaptive and innovative outreach plans. Media articles, 4-H presentations and collaborations with schools may be included in outreach planning (*a*

maximum of 5 points per event planned and 10 points per event conducted up to 20 points per application will be awarded).

- The degree to which the county project conducts a formalized damage and control assessment (*a maximum of 10 points will be awarded if the county project records numbers of feral swine removed and up to 10 additional points will be recorded for a formalized county level damage assessment*).

WS will include outside reviewers in evaluating proposals. County Primary Point of Contact may be queried during the evaluation process to clarify proposals.

Deadline for Submission of Responses

LATE APPLICATIONS WILL NOT BE ACCEPTED.

Only materials actually received by WS by 5:00 pm CDT on application due date will be reviewed as part of the application. Applicant will not be allowed to supplement the application after the application deadline.

One complete application package, including narrative and final reports (if applicable) must be **received by WS before close of business (5:00 p.m. CT) on Friday, August 28, 2026.** It is the applicant's responsibility to ensure the timely delivery of all required materials.

WS will send an acknowledgement receipt by email indicating the application was received.

Preferred:

Electronic Version

Email: Gina.D.Chairez@usda.gov

Email subject line must contain the program and applicant name

(Ex: FY27 Feral Hog Grant Application– Bexar County). The respondent is solely responsible for ensuring that their complete electronic submission is sent to, and actually received by, WS in a timely manner and at the proper destination server.

IMPORTANT NOTE: All submissions must be sent in Microsoft Word or other Word compatible format or as .PDF files. Unreadable submissions may be deemed unresponsive and will not be reviewed for funding consideration.

WS takes no responsibility for electronic bids that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software. WS will send an acknowledgement receipt by email indicating the application was received.

Hard Copy Submissions.

All applications must be **received** by WS (P.O. Box 690170, San Antonio, TX 78269) by closing date and time. Applications will be documented with a date/time stamp for receipt documentation purposes.

For questions regarding submission of the application and/or WS requirements, please contact Gina Chairez at (210) 561-3813, or by email at, Gina.D.Chairez@usda.gov

Successful Application Requirements

Reporting. Selected applicants will be required to submit periodic performance reports. Reporting timelines will be provided in the grant agreement. As part of WS's ongoing monitoring of grant funds, grantees must show both strong progress of work completed on all projects as well as financial progress. Failure to comply with reporting requirements may result in the withholding of a request for reimbursement and/or termination of the award.

Budget Development Information.

- A. **Payment.** *Selected grantees will be paid on a cost reimbursement basis.* Grantees will be required to submit payment requests quarterly, but no more frequently than monthly in order to show significant financial and programmatic progress. Payment requests must include sufficient detail and supporting documentation. Backup details may include, but is not limited to, documentation of personnel expenses, or copies of invoices.

- B. **Payment Schedule.** Up to 90% of the total grant award may be reimbursed provided the work for which payment is requested has been completed and proper documentation has been submitted. The remaining 10% will only be disbursed once all reporting requirements have been met, including, but not limited to, the final performance report.

- C. **Eligible Expenses.** Generally, expenses that are necessary and reasonable for proper and efficient performance and administration of the project are eligible. Examples of eligible expenditures include:
 1. Personnel costs – including salary and benefits related to temporary or event staff, grant funds may not be used to pay for existing employees in the performance of their day-to-day duties;
 2. Direct operating expenses that directly relate to project activities, this may include facility rental or other workshop related expenses (note: meals, food, or beverages of any kind are not considered an eligible expense);
 3. Supplies that cost less than \$5,000, such as office supplies, printing services, and materials needed to accomplish the proposed project;
 4. Contracts – agreements made with a third-party to perform a portion of the award;
 5. Controlled Assets are defined as certain items valued \$500.00 - \$4,999.99 which must also be inventoried,
<https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/index.php>; and
 6. If grant funds are proposed to be used to fund bounty efforts, Grantee must have a written policy implemented to prevent the intentional breeding and raising of feral hogs for the purpose of meeting bounty requirements. **Bounty-related grant fund reimbursement is limited to 50% of the bounty paid and a maximum of \$5.00 per feral hog.**

D. Ineligible Expenses. Expenses may be prohibited by state or federal law or determined to be ineligible by program guidelines. Examples of these expenditures include, but are not limited to the following:

1. Alcoholic beverages;
2. Entertainment;
3. Giftcards;
4. Contributions, charitable or political;
5. Expenses falling outside of the contract period;
6. Items not listed in the project budget or an approved amendment;
7. Expenses that are not adequately documented;
8. Travel, including but not limited to mileage reimbursement, meals and lodging; and
9. Meals, food or beverage costs of any kind, including those associated with an educational workshop.

It is important to ensure that all costs meet the criteria, of allowable, allocable, and reasonable.

General Information

Selected applicants will receive a Notice of Grant Award (NGA) letter and an official Grant Agreement from WS. The NGA is not legally binding until a grant agreement is fully executed.

WS reserves the right to fund projects partially or fully. WS reserves the right to negotiate individual elements of any application and to reject any and all applications. Where more than one application is acceptable for funding, WS may request cooperation between grantees or revisions/adjustments to an application in order to avoid duplication and to realize the maximum benefit to the state. Selected projects will receive funding on a cost-reimbursement basis.

WS reserves the right to reject all applications and is not liable for costs incurred by the Applicant in the development, submission, or review of the application; or costs incurred by the Applicant prior to the effective date of grant agreement.

Right to Amend or Terminate Program

WS reserves the right to alter, amend, or clarify any provisions, terms, or conditions of this program or any grant awarded as a result thereof, or to terminate this program at any time prior to the execution of an agreement, if WS deems any such action to be in the best interest of WS and of the State of Texas. The decision of WS will be administratively final in this regard.

Proprietary Information/Public Information

If it is necessary for Grantee to include confidential, proprietary, trade secret or privileged information (Proprietary Information) in its application or other submitted information, Grantee must clearly mark and label all Proprietary Information in 14-point or higher bold font on each page as it appears, and identify the specific exception to disclosure in the Texas Public Information Act (PIA) for each specific piece of Proprietary Information. Additionally, all Proprietary Information must be segregated in a separate and discrete section of the application or other submitted information, which must be able to be conveniently separated and detached from the other sections of the application.

Failure to properly label, identify and segregate any Proprietary Information in the application or other submitted information may result in all such information or material being disclosed as public information.

Unless specifically exempt from disclosure under the PIA, all applications and materials submitted under this program are subject to release under the PIA.

Conflict of Interest

The Applicant is required to disclose any existing or potential conflicts of interest relative to this grant program. Failure to disclose any such relationship may result in the Applicant's disqualification or termination of any resulting grant agreement.

General Compliance Information

1. Grantees must comply with WS's reporting requirements and financial procedures outlined in the grant agreement. Any delegation by the Grantee to a subcontractor regarding any duties and responsibilities imposed by the grant award must be approved in advance by WS and shall not relieve the Grantee of its responsibilities to WS for their performance.
2. All grant awards are subject to the availability of funds appropriated and authorized by the Texas Legislature.
3. Grantees must remain in full compliance with state and federal laws and regulations. Non-compliance may result in termination of the grant or ineligibility for reimbursement of expenses.
4. Grantees must keep a separate bookkeeping account with a complete record of all expenditures relating to the project. Records shall be maintained for seven (7) years after the completion of the project, or as otherwise agreed upon with WS. WS and the Texas State Auditor's Office (SAO) reserve the right to examine all books, documents, records, and accounts relating to the project at any time throughout the duration of the agreement and for three years immediately following completion of the project. If any litigation, claim, negotiation, audit or other action is initiated prior to the expiration of the retention period, then the records must be retained until authorized by WS. WS and the SAO shall have access to the physical locations related to project activities.
5. If the Grantee has a financial audit performed during the time the Grantee is receiving funds from WS, upon request, WS shall have access to information about the audit, including the audit transmittal letter, management letter, and any schedules in which the Grantee's funds are included.
6. Grantees must comply with Texas Government Code, Chapter 783, Uniform Grant and Contract Management, and the Uniform Grant Management Standards (UGMS) and 2 CFR Part 200.

Application must be received by: **Friday, August 28, 2026**. Late or incomplete applications will not be considered.

County Information

County Name Jefferson County

Mailing Address: 1149 Pearl Street, 4th Floor
Street Address
Beaumont Texas 77701
City State Zip Code

Physical Address: Same
Street Address
City State Zip Code

Contact Personnel

(1) Name of Primary Program Contact *(This person can answer day-to-day questions about the project.)*

Full Name: Fred Jackson ☒ Mr. ☐ Dr.
First Last ☐ Ms. ☐ Other _____

Position Title: Staff Attorney to County Judge

Email Address: fred.jackson@jeffersoncountytexas.gov

Phone: (409) 835 - 8466 Ext. _____ Alt #: () - _____

(2) Name of Authorized Official *(This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)*

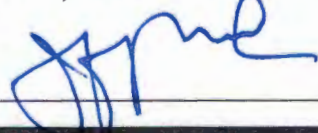
Full Name: Jeff Branick ☒ Mr. ☐ Dr.
First Last ☐ Ms. ☐ Other _____

Position Title: County Judge

Email Address: jeff.branick@jeffersoncountytexas.gov

Phone: (409) 835 - 8466 Ext. _____ Alt #: () - _____

Authorized
Signature



Name

JEFF BRANICK

Program Information

ATTEST

DATE

8/18/26



Previous Participation

- Has your County previously participated in the feral hog abatement grants? ☒ Yes ☐ No
- If yes, what years? _____
- Has your County previously received a grant through any TDA or Texas A&M AgriLife Extension Service feral hog abatement program? ☐ Yes* ☒ No
- If yes, what years? _____

Quantifiable Information and Description of Activities

Please provide a narrative describing the feral hog abatement program and your use of the funds. Include as much detail as necessary for the reviewers to evaluate your proposal against the evaluation criteria. Include budget, past final reports and bounty pool commitments as appropriate.

(Additional sheets may be attached if more space is needed.)

Jefferson County is situated on the coastal prairie with urban and suburban populations, rural communities, rice fields, and coastal marshes. While being an urban county there is still over \$121 million dollars annual revenue for agriculture products. Primary commodities are rice with 25,000 + acres, cattle with 40,000 head, hay, and turf farms. Feral hogs have a substantial economic impact on agriculture, especially rice production in Jefferson County.

Feral hogs are nearing the city of Beaumont at Tyrrell Park causing problems with the botanical gardens, cattail marsh, golf areas, and cause a public safety concern at both local airports. Feral Hogs have also posed a problem in the petrochemical refineries throughout the county where firearms are not allowed and trapping is the only source of control. Now, the Lower Neches and Hillebrandt Bayou watershed is in an impaired state from e coli. A great emphasis has been placed on the numbers of feral hogs within this watershed as a contributing factor for the impairment.

Three corral traps total will be purchased with grant funds to be used by the city parks department, Livestock Control Officers and on a loaner program to landowners and county trapper. There will be a minimum of three feral hog educational programs in Jefferson County during this grant period for landowners and agriculture producers. Additionally, feral hog control will be a topic for at least one radio segment and 2 news segments on the local TV stations with the local county agents. Education will focus on awareness, safety, control, disease, and water quality.

Programming will focus on legal methods, management/ control, safety, disease, and public awareness. Educational program attendees will be trained in proper trapping techniques. After attending educational programs, attendees will have access to using trapping loan program equipment.

The success for the removal efforts will be determined in year 1 by increased crop yields and reductions in numbers of hogs from trapping. Surveys will be conducted, and numbers will be compiled from tails and pictures submitted to the Texas A&M AgriLife Extension Office to verify taken hogs and determine success with trapping program. Emphasis will be placed on trapping sounders of pigs to remove larger numbers when possible. Educational success will be determined at each educational program by administering in-depth evaluations assessing pre and post program knowledge and understanding. Additionally, evaluations will collect data to determine adoption of best management practices. Economic impact will be collected to combine with removal successes to determine a more accurate picture of effectiveness.

Jefferson County appreciates your consideration of this grant application.

(Additional sheets may be attached if more space is needed.)

Proposed Budget	
Corral Traps	\$9,000 (total of 3 traps)
Bait	\$600 (corn, molasses, and attractants)
Trap construction equipment	\$600 (t-post, wire, and other trap supplies)
Game Cameras	\$400 (total of 3 cameras)
Total Award requested	\$10,600



Resolution

STATE OF TEXAS

§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 18th day of August, 2026 on motion made and seconded, the Court approved the following resolution.

A RESOLUTION HONORING THE COASTAL RESTORATION LEADERSHIP OF TEXAS GENERAL LAND OFFICE COMMISSIONER DAWN BUCKINGHAM

WHEREAS, Dr. Dawn Buckingham is a seventh generation Texan, whose family roots include coastal settlers and builders during the years prior to the Republic of Texas; and

WHEREAS, as a practicing physician by profession, Dawn Buckingham was first elected to the Texas Senate in 2016 and elected to the Texas General Land Office in 2022, becoming the first woman to lead the oldest government branch of the State Of Texas, which includes significant leadership duties overseeing Texas' permanent school fund, state lands, the veterans land board, state archives and heritage and the coastal division; and

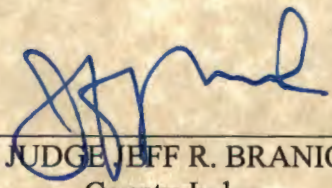
WHEREAS, during her first term as Commissioner, she presided over a significant 30% expansion of the Gulf of America Energy Security Act revenue that Jefferson County pursued via the National Association of Counties, and over nine years will allow GLO to allocate an additional \$216 million for the GLO and \$43 million for the 18 Texas coastal counties that participate in coastal restoration; and

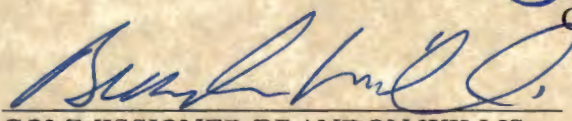
WHEREAS, Commissioner Buckingham has demonstrated principled leadership during challenging times, including guiding the GLO through rebuilding hurricane damaged communities during all four years of her service; and

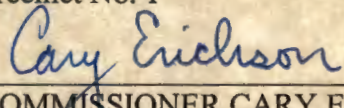
WHEREAS, Commissioner Buckingham has exhibited leadership in the development of the new Texas Coastal Resiliency Master Plan and through her collaboration with the Gulf Coast Protection District, and with Jefferson County;

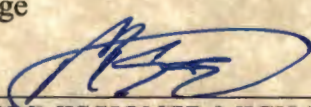
NOW, THEREFORE, BE IT RESOLVED, That the Jefferson County Commissioners Court does hereby extend its deepest gratitude and admiration for Commissioner Buckingham's exemplary service to Coastal Texas and the people of Jefferson County, Southeast Texas, the State of Texas, and the nation.

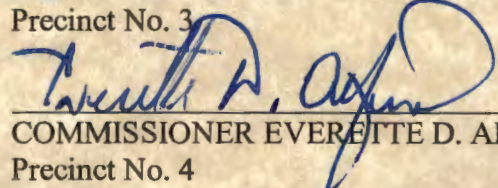
Signed this 18th day of August, 2026

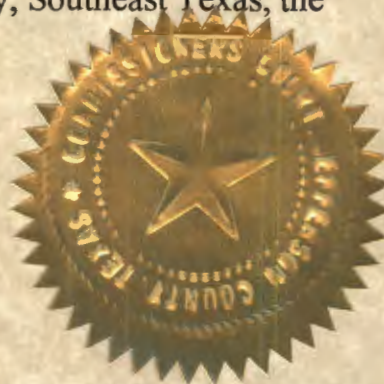

JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER BRANDON WILLIS
Precinct No. 1


COMMISSIONER CARY ERICKSON
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4





PROCLAMATION

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at a meeting of the Commissioners Court of Jefferson County, Texas, held on the 18th day of August, 2026, on a motion duly made and seconded, the following Proclamation was adopted:

United Way of Mid & South Jefferson County Day

WHEREAS, the United Way of Mid & South Jefferson County is celebrating its Centennial, marking 100 years of service since its founding in 1926, and has united volunteers, donors, businesses, nonprofits, faith communities, and local governments to improve lives throughout Mid & South Jefferson County; and

WHEREAS, August 17 is recognized nationally as National Nonprofit Day, commemorating the signing of the Tariff Act of 1894, which first granted federal tax-exempt status to charitable organizations and recognizes the essential role nonprofit organizations play in strengthening communities; and

WHEREAS, for one hundred years, United Way of Mid & South Jefferson County has united caring people and organizations to address our community's greatest challenges by investing millions of dollars in local programs, mobilizing thousands of volunteers, responding during times of disaster, and advocating for ALICE households and other vulnerable neighbors to create lasting community change; and,

WHEREAS, the United Way of Mid & South Jefferson County serves as a leading advocate for **ALICE** households—**Asset Limited, Income Constrained, Employed**—representing hardworking individuals and families who earn above the Federal Poverty Level yet still struggle to afford basic necessities such as housing, food, childcare, and health care. Through research, education, strategic investments, and community partnerships, United Way works to ensure these families have opportunities not only to survive, but to achieve lasting financial stability; and,

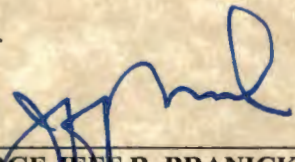
WHEREAS, United Way continues to advance innovative initiatives supporting early literacy, food security, workforce readiness, financial stability, community resiliency, and strategic partnerships that improve the quality of life for residents across the region;

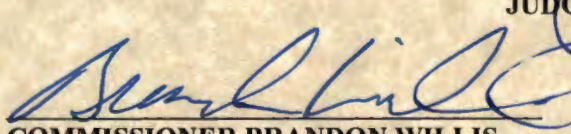
WHEREAS, the Centennial Celebration recognizes a century of neighbors helping neighbors and honors the countless volunteers, nonprofit partners, civic leaders, public servants, businesses, and residents whose generosity has strengthened our community; and

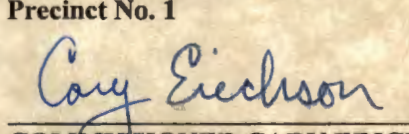
WHEREAS, it is fitting that National Nonprofit Day also recognizes the extraordinary local impact of the United Way of Mid & South Jefferson County during its 100th year of service.

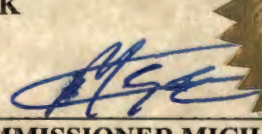
NOW, THEREFORE, BE IT RESOLVED, that the City Council/Commissioners Court of Jefferson County, Texas, hereby proclaims August 17, 2026, as **United Way of Mid & South Jefferson County Day**, and encourages all residents to recognize the tremendous contributions of nonprofit organizations and to celebrate the United Way of Mid & South Jefferson County's century of community impact by giving, advocating, and volunteering to build a stronger future for all.

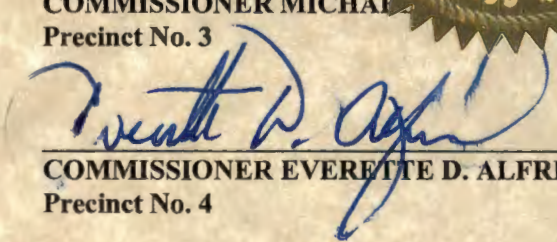
Signed this 18th day of August, 2026.


JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER BRANDON WILLIS
Precinct No. 1


COMMISSIONER CARY ERICKSON
Precinct No. 2


COMMISSIONER MICHAEL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



STATE OF TEXAS
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF JEFFERSON
AND
SPINDLETOP CENTER

AMENDMENT #5

To Extend Term
Decrease Contract Not To Exceed
Revise Payment Section verbiage to remove 100% and per deputy language

This Amendment #5 is made to the **Mental Health Liaison Interlocal Cooperation Contract** with the original contract period 7/28/18 – 08/31/18 effective July 28, 2018 between the County of Jefferson (County) and Spindletop Center (Center). Parties entered into an agreement to fund **Mental Health Liaison** positions for the Mental Health Liaison Program. Reference to which is made for any and all purposes and the same is incorporated herein by reference.

- Amendment #1 extended the term of the contract effective September 1, 2018 to 9/1/18 – 08/31/19.
- The contract automatically renewed effective September 1, 2019 to 9/1/19 – 8/31/20 and effective September 1, 2020 to 9/1/20 – 8/31/21.
- Amendment #2 extended the term of the contract effective September 1, 2021 to 9/1/21 – 8/31/22.
- Amendment #3 extended the term of the contract effective September 1, 2022 to August 31, 2023.
- Amendment #4 extended the term of the contract effective September 1, 2023 to August 31, 2024 and increased the contract not-to-exceed amount to \$220,000.
- The contract automatically renewed effective September 1, 2024 to 9/1/24 – 8/31/25 and effective September 1, 2025 to 9/1/25 – 8/31/26.

Edits to the Contract are underlined for emphasis. It is mutually understood and agreed by and between the undersigned partnering parties to amend said executed Interlocal Cooperation Contract effective September 1, 2026 as follows:

- I. **TERM OF AGREEMENT** – The initial term of this Agreement shall be for one (1) year from September 1, 2026 to August 31, 2027, and shall automatically renew on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated. To exercise the option to the extend the term, Center will notify Contractor.

- VI. PAYMENT** – The **Center** will pay the **County** for supplying two (2) liaisons (deputies) to provide the law enforcement services; including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the Agreement. This payment will not exceed One Hundred Seventy-Three Thousand Five Hundred-Sixty dollars (\$173,560.00) per fiscal year.

All other sections of the Contract remain the same.

EXECUTION

The Jefferson County Sheriff signs this Agreement to evidence her willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed this _____ day of _____, 20__.

SPINDLETOP CENTER

COUNTY OF JEFFERSON

Holly B.

8/4/2026

Date

Chief Executive Officer

Jeff Brantick

Jeff Brantick
County Judge

8-18-26

Date

JEFFERSON COUNTY SHERIFF

Zena Stephens

Zena Stephens
County Sheriff

8-18-26

Date



Attest:

Roxanne Acosta-Hellberg

Roxanne Acosta-Hellberg
Jefferson County Clerk

Date

Address: Jefferson County
Attn: Fran Lee, County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

STATE OF TEXAS
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF JEFFERSON
AND
SPINDLETOP CENTER

AMENDMENT #4

To Extend Term
Increase Contract Not To Exceed

This Amendment #3 is made to the Mental Health Liaison Interlocal Cooperation Contract with the contract period 7/28/18 – 08/31/18 effective July 28, 2018 between the County of Jefferson (County) and Spindletop Center (Center). Parties entered into an agreement to fund **Mental Health Liaison** positions for the Mental Health Liaison Program. Reference to which is made for any and all purposes and the same is incorporated herein by reference.

- Amendment #1 extended the term of the contract effective September 1, 2018 to 9/1/18 – 08/31/19.
- The contract automatically renewed effective September 1, 2019 to 9/1/19 – 8/31/20.
- The contract automatically renewed effective September 1, 2020 to 9/1/20 – 8/31/21.
- Amendment #2 extended the term of the contract effective September 1, 2021 to 9/1/21 – 8/31/22.
- Amendment #3 extended the term of the contract effective September 1, 2022 to August 31, 2023.

Edits to the Contract are underlined for emphasis. It is mutually understood and agreed by and between the undersigned partnering parties to amend said executed Interlocal Cooperation Contract effective September 1, 2023 as follows:

- I. **TERM OF AGREEMENT** – The initial term of this Agreement shall be for one (1) year from September 1, 2023 to August 31, 2024, and shall automatically renew on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated. To exercise the option to the extend the term, Center will notify Contractor.

- VI. **PAYMENT** – The **Center** will pay one hundred percent (100%) of the cost to the **County** for supplying two (2) liaisons (deputies) to provide the law enforcement services; including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the Agreement. This payment will not exceed the total budgeted amount of One Hundred-Ten Thousand dollars (\$110,000) per liaison (deputy), per fiscal year unless prior written approval is granted from the Center to the County.

All other sections of the Contract remain the same.

EXECUTION

The Jefferson County Sheriff signs this Agreement to evidence her willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed this 14th day of Nov., 2023.

SPINDLETOP CENTER

COUNTY OF JEFFERSON

Holly Borel 11/7/2023
Holly Borel Date
Chief Executive Officer

Jeff Branick
Jeff Branick Date
County Judge

JEFFERSON COUNTY SHERIFF

Zena Stephens 12/6/23
Zena Stephens Date
County Sheriff



Attest: Laurie Leister
Laurie Leister Roxanne Acosta-Heiberg
Interim County Clerk

Address: Jefferson County
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

STATE OF TEXAS
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF JEFFERSON
AND
SPINDLETOP CENTER

AMENDMENT #3

To Extend Term
Increase Contract Not To Exceed

This Amendment #3 is made to the Mental Health Liaison Interlocal Cooperation Contract with the contract period 7/28/18 – 08/31/18 effective July 28, 2018 between the County of Jefferson (County) and Spindletop Center (Center). Parties entered into an agreement to fund Mental Health Liaison positions for the Mental Health Liaison Program. Reference to which is made for any and all purposes and the same is incorporated herein by reference.

- Amendment #1 extended the term of the contract effective September 1, 2018 to 9/1/18 – 08/31/19.
- The contract automatically renewed effective September 1, 2019 to 9/1/19 – 8/31/20.
- The contract automatically renewed effective September 1, 2020 to 9/1/20 – 8/31/21.
- Amendment #2 extended the term of the contract effective September 1, 2021 to 9/1/21 – 8/31/22.

Edits to the Contract are underlined for emphasis. It is mutually understood and agreed by and between the undersigned partnering parties to amend said executed Interlocal Cooperation Contract effective September 1, 2022 as follows:

- I. TERM OF AGREEMENT – The initial term of this Agreement shall be for one (1) year from September 1, 2022 to August 31, 2023, and shall automatically renew on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated. To exercise the option to the extend the term, Center will notify Contractor.
- VI. PAYMENT – The Center will pay one hundred percent (100%) of the cost to the County for supplying two (2) liaisons (deputies) to provide the law enforcement

STATE OF TEXAS
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT

AMENDMENT #1

To Extend Term

This Amendment is made to the **Interlocal Cooperation Contract** previously executed by and between Spindletop Center ("Center") and Jefferson County ("County") with the original contract period of 07/01/2018 – 08/31/2018 with automatic renewal on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated.

It is mutually understood and agreed by and between the undersigned contracting parties to amend said previously executed Contract effective September 1, 2018 as follows:

Both parties acknowledge and agree to the automatic renewal of the Contract at the same amount in effect at the time of the initial term.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

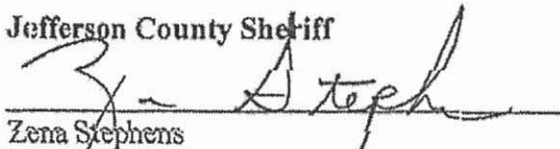
Spindletop Center


Holly Borel
Chief Executive Officer
Date 9/13/18

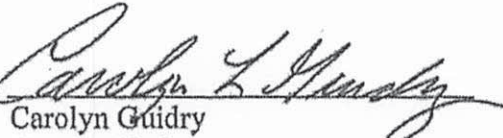
County of Jefferson


Jeff Branick
County Judge
Date 10/1/18

Jefferson County Sheriff


Zena Stephens
County Sheriff

Attest


Carolyn Guidry
County Clerk

Address: Jefferson County
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701



services; including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the County may incur in providing the services of the Mental Health deputy for the term of the Agreement. This payment will not exceed the total budgeted amount of One Hundred-Ten Thousand dollars (\$110,000) per liaison (deputy), per fiscal year unless prior written approval is granted from the Center to the County.

All other sections of the Contract remain the same.

EXECUTION

The Jefferson County Sheriff signs this Agreement to evidence her willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed this _____ day of _____, 20__.

SPINDLETOP CENTER

COUNTY OF JEFFERSON

Holly Borel
Holly Borel
Chief Executive Officer

9/16/2022

Date

Jeff Branick
Jeff Branick
County Judge

9-27-2022
Date

JEFFERSON COUNTY SHERIFF

Zena Stephens
Zena Stephens
County Sheriff

Date

Attest:

Laurie Leister 9-27-2022
Laurie Leister
Interim County Clerk



Address: Jefferson County
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

STATE OF TEXAS
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT

AMENDMENT #2

To Extend Term

WHEREAS, on the 28th day of July 2018, the County of Jefferson and Spindletop Center entered into an agreement to fund **Mental Health Liaison** positions for the Mental Health Liaison Program. Reference to which is made for any and all purposes and the same is incorporated herein by reference. The original term was July 28, 2018 to August 31, 2018. Amendment #1 renewed the contract for a 2nd term of September 1, 2018 to August 31, 2019. The contract automatically renewed for a 3rd term of September 1, 2019 to August 31, 2020 and a 4th term of September 1, 2020 to August 31, 2021.

Edits to the Agreement are underlined for emphasis. It is mutually understood and agreed by and between the undersigned partnering parties to amend said executed Interlocal Cooperation Contract effective September 1, 2022 as follows:

- I. **TERM OF AGREEMENT** – The initial term of this Agreement shall be for one (1) year from September 1, 2021 to August 31, 2022, and shall automatically renew on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated. To exercise the option to the extend the term, Center will notify Contractor.

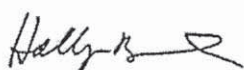
All other sections of the Contract remain the same.

(Signature page to follow)

EXECUTION

The Jefferson County Sheriff signs this Agreement to evidence her willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

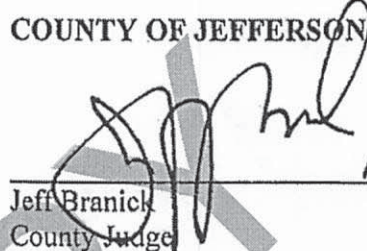
Executed this 5th day of OCTOBER, 2021.

SPINDLETOP CENTER**COUNTY OF JEFFERSON**

Digitally signed by Holly Borel
Date: 2021.09.27 16:24:19
-05'00'

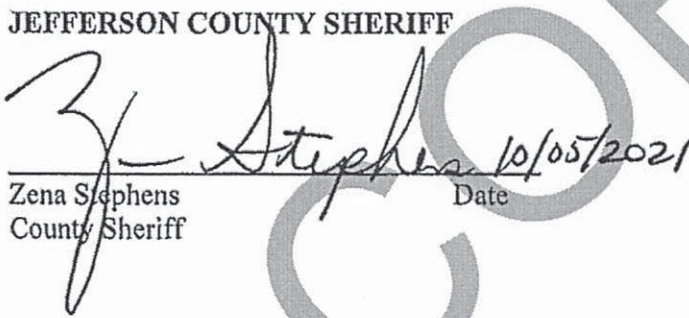
Holly Borel
Chief Executive Officer

Date



Jeff Branick
County Judge

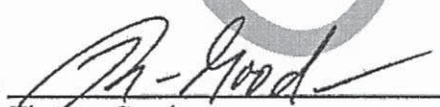
10/05/2021
Date

JEFFERSON COUNTY SHERIFF

Zena Stephens
County Sheriff

10/05/2021
Date

Attest:



Theresa Goodness
Interim County Clerk



Address: Jefferson County
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

**STATE OF TEXAS
COUNTY OF JEFFERSON**

INTERLOCAL COOPERATION CONTRACT

This Agreement is made and entered into by and between Spindletop Center, a unit of local government whose principal office is in Beaumont, Jefferson County, Texas, "Center" and the County of Jefferson, a political subdivision of the State of Texas, "County". The purpose of this Agreement is to fund Mental Health Liaison positions for the Mental Health Liaison Program and is authorized pursuant to Chapter 791, Texas Government Code.

Spindletop Center, a community center and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, is authorized to contract for the services made the subject of this Agreement.

In consideration of the mutual Agreements contained herein, the parties agree as follows:

I.

TERM OF AGREEMENT

The initial term of this Agreement shall begin on July 1, 2018 and shall automatically renew on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated.

II.

SERVICES

Center is designated as a mental health and intellectual and developmental disability local authority by the Health and Human Services Commission (HHSC). Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of Jefferson, Orange, Chambers, and Hardin Counties, Texas. These activities sometimes involve coordination of activities with the judicial system. Center requests County to provide Sheriff's deputies as Mental Health Liaisons to assist in fulfilling the Center's mission.

Responsibilities of the County:

The County, by and through the Jefferson County Sheriff Department, agrees to provide Mental Health Liaison deputies as agreed upon, ("Liaisons") for the Mental Health Liaison Program. The Liaisons will hold a license of peace officer certified under Section 1701.404, Occupations Code assigned specifically to perform duties pursuant to applicable sections of the Texas Mental Health Code. Both the County and the Center will agree upon the personnel designated as Liaisons.

The Liaison's primary responsibilities will include:

1. Be available for and assist the Center Continuity of Care team with County Jail and hospital follow-ups;
2. Be available for and assist the Center Mobile Crisis team when they respond to crisis calls in the community;
3. Be available for and assist the Center PATH and CSS teams when they respond to calls in the community;
4. Be available for and assist Center clinical staff when working with aggressive or difficult clients;
5. Provide required number of contacts as designated by the Center;
6. Serve as a Liaison between the Center, law enforcement, hospitals, and judicial entities
7. Collaborate with the Center on any additional training pertinent; and
8. Provide training to Center, law enforcement, hospitals, judicial entities, and the community as directed by the Center.

In the performance of these duties, the County shall:

- Provide whatever administrative support and assistance as may be required to fulfill the needs of the parties;
- Provide the Liaisons with the same basic provisions set forth in the current collective bargaining agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association (herein known as "Articles of Agreement");
- Provide the mandated in-service training any additional training required by the Texas Commission on Law Enforcement (TCOLE);
- Provide the same basic and necessary equipment provided to each deputy assigned to law enforcement duties and set forth in the Articles of Agreement "Uniforms, safety, and equipment"; and

The Liaisons and other County personnel who provide services pursuant to this Agreement are Employees of the County, and the County Sheriff shall maintain supervisory control and command over such Employees.

Responsibilities of the Center:

The Center agrees to fund clinicians for the Mental Health Liaison Program. This staff's primary responsibilities will include:

- Responding to calls with the Liaison to perform crisis assessments;
- Responding to calls with the Liaison to provide crisis intervention services;
- Responding to calls with the Liaison to provide crisis follow-up services;
- Coordinating referrals with the Liaison to various Center and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a Liaison with the Liaison for law enforcement entities (such as police departments, local justices of the peace, and county judges) to the local community mental health system;
- Providing secure and adequate office space with designated locking file space to the Liaison to carry out his/her duties and permit access to all necessary facilities;

- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the Liaison's assignments or performance as soon as possible to the Jefferson County Sheriff, or his/her designee.

III. TERMINATION

This Agreement may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.

This Agreement is contingent upon the availability and receipt of local, state or federal funds that Center has allocated to this Agreement. If such funds become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of Center. Center will be responsible for payment of all monies due up through and including the date of such termination or reduction.

Since Center is responsible for partial funding as required for the Liaison positions, if County fails to receive such funding for any reason when it is due, Liaison will be immediately withdrawn from this service. This paragraph is not to be construed as a contract of employment with Liaison.

IV. DOCUMENTATION

Liaison shall complete such reports of work-related activities as may be required by Center. The documentation of all reports will be in the manner and on forms prescribed by the Center. Center will provide the Sheriff with a copy of any reports or written documents prepared by the Liaison for the Center upon request.

V. CONFIDENTIALITY

County must maintain the confidentiality of information received during the performance of this Agreement, including information that discloses confidential personal information or identifies any person served by Center, in accordance with applicable federal and state laws and Center rules.

VI.
PAYMENT

For the services provided, the Center agrees to pay the County based on the Sheriff's compensation terms of the Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Association.

The Center will pay one hundred percent (100%) of the cost to the County for supplying two (2) liaisons (deputies) to provide the law enforcement services; including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the County may incur in providing the services of the Mental Health deputy for the term of the Agreement. This payment will not exceed the total budgeted amount of One Hundred Thousand dollars (\$100,000) per liaison (deputy), per fiscal year unless prior written approval is granted from the Center to the County.

The County will be responsible for one hundred percent (100%) of the cost for one (1) liaison (deputy) to provide the law enforcement services; including salaries, benefits, deferred liabilities, Texas Commission on Law Enforcement (TCOLE) training, the County may incur in providing the services of the Mental Health liaison (deputy) for the term of the Agreement.

In addition, the Center also agrees to compensate County for hours worked on behalf of Center in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay for deputies funded by Center.

Center agrees to reimburse County for all supplies and equipment utilized by Mental Health deputy for deputies funded by Center.

Center expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this Agreement may be terminated by County without further notice. Further, failure to make demand for payment due shall not be a waiver of Center's obligation to make timely payments.

Center agrees to restrict as part of the Center's fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual and other post-employment benefits related to the Mental Health deputy. This amount will be estimated by the County Auditor's Office on an annual basis,

County, acting through the County Auditor's Department, will submit a quarterly billing statement (invoice) to the Splindletop Center, 655 S. 8th Street, Beaumont, Texas, 77701. Center will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act.

No payment can be made by Center until this Agreement has been signed and returned to Center.

VII.
BOOKS AND RECORDS

All books, records and other methods of documentation related to this Agreement are and will be open to audit by HHSC during normal business hours.

VIII.
CENTER CONTRACT REQUIREMENTS

The Authority is required to insert the provisions of 25 TAC §412.57 in all of its contracts. Exhibit "A" is a copy of the provisions. The parties agree that the majority of the provisions do not apply to County; however, those that are applicable shall apply.

An executed Business Associate Agreement (Exhibit "B") must be on file, in addition to, this Agreement pursuant to which Center may provide County with access to health information that is protected by state and/or federal law.

IX.
VENUE

Venue and/or jurisdiction for this Agreement shall be in Jefferson County, Texas.

X.
NOTICES

All notices to be given under this Agreement shall be sent by certified mail, return receipt requested, at the address shown below.

XI.
EXECUTION BY SHERIFF

The Jefferson County Sheriff signs this Agreement to evidence his/her willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed this 14th day of MAY, 2018.

SPINDLETOP CENTER

By: Lisa Gibbs
 Printed Name: Lisa Gibbs
 Chief Executive Officer

Address: 655 South 8th St.
 Beaumont, TX 77701

COUNTY OF JEFFERSON

JEFFERSON COUNTY SHERIFF'S OFFICE

By: [Signature]
 Printed Name: _____
 County Judge

By: [Signature]
 Printed Name: _____
 County Sheriff

Attest: [Signature]
 Printed Name: _____
 County Clerk

Address: Jefferson County
 Attn: County Auditor
 1149 Pearl Street, 7th Floor
 Beaumont, TX 77701



I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES
 OF SPINDLETOP CENTER IN OPEN MEETING ON THE 26 DAY OF June, 2018.

By: Billy Powell
 Printed Name: Billy Powell
 Secretary to the Board of Trustees

EXHIBIT "A"
TAC §412.57

Texas Administrative Code

TITLE 25

HEALTH SERVICES

PART 1

DEPARTMENT OF STATE HEALTH SERVICES

CHAPTER 412

LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES

SUBCHAPTER B

CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES

RULE §412.57

Provisions for Community Services Contracts

(a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534.055(e).

(b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating:

- (1) the contract term;
- (2) the community service(s) to be purchased;
- (3) the identification of all parties;
- (4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;
- (5) the method of payment;
- (6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:
 - (A) Title VI of the Civil Rights Act of 1964;
 - (B) Section 504 of the Rehabilitation Act of 1973;
 - (C) the Americans with Disabilities Act of 1990 (ADA); and
 - (D) the Age Discrimination in Employment Act of 1967;
- (7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;
- (8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political affiliation in accordance with applicable laws;
- (9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;
- (10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);
- (11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;
- (12) a dispute resolution process;

(13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations;

(14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules;

(15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor;

(16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract;

(17) that services will be provided in accordance with consumers' treatment plans;

(18) that pursuant to Texas Health and Safety Code, §534.061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract;

(19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions; and

(20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network.

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating:

(1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, employees, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and

(2) that if an applicant, employee, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, employee, or volunteer, including terminating or removing the employee or volunteer from direct contact with consumers served by the contractor.

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles.

Source Note: The provisions of this §412.57 adopted to be effective April 22, 2001, 26 TexReg 2845

EXHIBIT "B"

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA"), is hereby entered into between Spindletop Center, ("Covered Entity"), and Sefferson County, Texas, ("Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into an agreement to provide _____ pursuant to which Covered Entity may provide Business Associate with access to health information that is protected by state and/ or federal law;

WHEREAS, Business Associate and Covered Entity desire that Business Associate obtain access to such information in accordance with the terms specified herein; and

NOW THEREFORE, in consideration of the mutual promises set forth in this BAA and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. Definitions. Unless otherwise specified in this BAA, all capitalized terms not otherwise defined shall have the meanings established in Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time, and/or in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. For purposes of clarification, the following terms shall have the definitions set forth below:

- 1.1 "Privacy Rule" shall mean the standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.

- 1.2 "Security Rule" shall mean the standards of security requirements of the HIPAA regulations at 45 C.F.R. §§302 through 164.31.

2. Business Associate Obligations. Business Associate may receive from Covered Entity health information that is protected under applicable state and/ or federal law, including without limitation, Protected Health Information ("PHI"). Business Associate agrees not to Use or Disclose (or permit the Use or Disclosure of) PHI in a manner that would violate the requirements of the Privacy Rule or the Security Rule under HIPAA or HITECH, if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the Use or Disclosure of PHI other than as expressly permitted under this BAA. Business Associate agrees to not directly or indirectly receive payment in exchange for any PHI, unless Covered Entity obtained from the individual, who is the subject of the PHI, a signed written authorization specifically stating that the PHI can be exchanged for payment, or otherwise permitted by the limited exceptions as provided in HITECH §13405(d). Business Associate agrees to mitigate, to the extent reasonably possible, any harmful

effect that is known to Business Associate from any use or disclosure of PHI by Business Associate that is not authorized by this Agreement. Business Associate further agrees to mitigate, to the extent reasonably possible, any harmful effect that is known to Business Associate from any Security Incident or, after a reasonable investigation, would be known to Business Associate.

3. Use of PHI. Business Associate may use PHI as necessary (i) for performing services set out in the Underlying Agreement, or (ii) for carrying out its legal responsibilities, provided in each case that such Uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
4. Disclosure of PHI. Business Associate may Disclose PHI as necessary (i) to perform services under the Underlying Agreement, or (ii) to carry out its legal responsibilities, provided that either (a) the Disclosure is Required by Law or (b) the Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and such person agrees to immediately notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
5. Reports. Business Associate agrees to report to Covered Entity:
 - 5.1 Any Use or Disclosure of PHI not authorized by this BAA within five (5) days of the Business Associate becoming aware of such unauthorized Use or Disclosure;
 - 5.2 Any Security Incident within five (5) days of the Business Associate becoming aware of the Security Incident; and,
 - 5.3 Any Breach of Unsecured PHI Discovered by Business Associate, to the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, Uses or Discloses Unsecured PHI, unless delayed for law enforcement purposes, without delay and in no case later than five (5) calendar days after Discovery of the Breach, and shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or Disclosed during such Breach. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) or as soon thereafter as information becomes available.

6. Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing in accordance with 45 C.F.R. § 164.504(e)(1)(i) that the Recipient will appropriately safeguard the information by imposing, at minimum, the same restrictions and conditions that apply to the Business Associate under this BAA.

7. Individual Rights to Access and Amendment.

7.1 Access. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall permit an Individual to inspect or copy PHI contained in that set about the Individual in accordance with the Privacy Rule set forth in 45 C.F.R. § 164.524, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.524, as determined by the Covered Entity. In the event a Business Associate uses or maintains an Electronic Health Record on behalf of Covered Entity, then, as of the date required by HITECH, an Individual's right of access under 45 C.F.R. § 164.524 shall include the right to obtain a copy of the PHI in an electronic format and, if the Individual chooses in a clear, conspicuous and specific manner, to direct the Business Associate to transmit such copy to any person designated by the Individual. Business Associate shall respond to any request from Covered Entity for access by an Individual within five (5) days of such request unless otherwise agreed to by Covered Entity. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost based fee may be charged for copying PHI or providing a summary of PHI in accordance with 45 C.F.R. § 164.524(e)(4), provided that any such fee relating to a copy or summary of PHI provided in an electronic form may not be greater than the labor costs incurred in response to the request for the copy or summary.

7.2 Amendment. Business Associate shall accommodate an Individual's right to amend PHI or a record about the Individual in a Designated Record Set in accordance with the Privacy Rule set forth at 45 C.F.R. § 164.526, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.526, as determined by the Covered Entity. Covered Entity shall determine whether a denial to an amendment request is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for amendment by an Individual and shall make any amendment requested by Covered Entity within ten (10) days of such request. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

8. Accounting of Disclosures.

8.1 General Accounting Provisions. Business Associate shall make available to Covered Entity in response to a request from an Individual, information required for an accounting of Disclosures of PHI with respect to the Individual, in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time,

unless an exception to such Accounting exists under 45 C.F.R. § 164.528. Such Accounting is limited to Disclosures that were made in the six (6) years prior to the request and shall not include any Disclosures that were made prior to the compliance date of the Privacy Rule. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Covered Entity's request.

8.2 *Special Provisions for Disclosures made through an Electronic Health Record.* As of the date required by HITECH, if Covered Entity uses or maintains an Electronic Health Record with respect to PHI and if Business Associate makes Disclosures of PHI for Treatment, Payment or Health Care Operations purposes through such Electronic Health Record, Business Associate will provide an accounting of Disclosures that Covered Entity has determined were for Covered Entity's Treatment, Payment and/or Health Care Operations purposes to Individuals who request an accounting directly from Business Associate. Any accounting made pursuant to this Section 8.2 shall be limited to Disclosures made in the three (3) years prior to the Individual's request for the accounting. The content of the accounting shall be in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time.

8.3 *Fees for an Accounting.* Any accounting provided under Section 8.1 or Section 8.2 must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request.

9. Withdrawal of Consent or Authorization. If the use or disclosure of PHI in this BAA is based upon an Individual's specific consent or authorization for the use of his or her PHI, and (i) the Individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the Use and Disclosure of any such Individual's PHI except to the extent it has relied on such Use or Disclosure, or where an exception under the Privacy Rule expressly applies.

10. Records and Audit. Business Associate shall make available to Covered Entity and to the Secretary of Health and Human Services ("Secretary") or her agents, its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Privacy Rule and the Security Rule or any other health oversight agency, in a timely a manner designated by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests served upon Business Associate by or on behalf of any and all government authorities relating to PHI received from, or created or received by, Business Associate on behalf of Covered Entity.

11. Notice of Privacy Practices. Covered Entity shall provide to Business Associate its Notice of Privacy Practices ("Notice"), including any amendments to the Notice. Business Associate agrees that it will abide by any limitations set forth in the Notice, as it may be amended from time to time, of which it has knowledge. An amended Notice shall not affect permitted Uses and Disclosures on which Business Associate has relied prior to receipt of such Notice.
12. Security. Business Associate will (i) implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required under the Security Rule; and (ii) ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information as required under the Security Rule. Further, as of the date required by HITECH, Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 with respect to such Administrative, Physical and Technical Safeguards.
13. Term and Termination.
- 13.1 This BAA shall commence on the effective date of the Agreement and shall remain in effect until terminated in accordance with the terms of this Section 13, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this BAA prior to the effective date of termination, all of which shall continue in accordance with their terms.
- 13.2 Covered Entity shall have the right to terminate this BAA for any reason upon thirty (30) days written notice to Business Associate.
- 13.3 Covered Entity, at its sole discretion, may immediately terminate this BAA and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:
- i) Business associate shall fail to observe or perform any material covenant or agreement contained in this BAA for ten (10) days after written notice thereof has been given to Business Associate by Covered Entity; or
 - ii) A violation by Business Associate of any provision of the Privacy Rule, Security Rule, or other applicable federal or state privacy law.
- 13.4 Upon the termination of negotiations for a possible business relationship with Covered Entity, this BAA shall terminate simultaneously without additional notice.
- 13.5 Upon termination of this BAA for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise created through the performance of the Agreement Services for

Covered Entity that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy", Business Associate shall continue to comply with the covenants in this BAA with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this BAA shall be cause for Covered Entity to terminate the Agreement.

14. Miscellaneous.

- 14.1 *Notice.* All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below.

Business Associate:

Attention: _____

Covered Entity:

Spindletop Center
 655 S. 8th St.
 Beaumont, TX 77701
 Attention: CEO

- 14.2 *Waiver.* No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- 14.3 *Assignment.* Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this BAA without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
- 14.4 *Compliance with HITECH; Agreement to Amend BAA.* The parties agree that it is their intention (i) to comply with the privacy and security provisions contained in HITECH and (ii) to incorporate those provisions into this BAA to the extent required by HITECH. The parties further agree to amend this BAA to the extent necessary to comply with state and federal laws, including without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HITECH, and any regulations promulgated or other guidance issued pursuant to HIPAA and HITECH.
- 14.5 *Entire Agreement.* This BAA constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of any such later agreement(s), the terms of this BAA shall control unless the terms of such later agreement comply with the Privacy Rule and the Security Rule. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. This BAA is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this BAA, nor shall any third party have any rights as a result of this BAA.
- 14.6 *Governing Law.* This BAA shall be governed by and interpreted in accordance with the laws of the State where Covered Entity is located.
- 14.7 *Counterparts.* This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this BAA, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this BAA is sought.

AGREED AND ACKNOWLEDGED:**BUSINESS ASSOCIATE:**Company Name: Jefferson County, TexasBy: [Signature]Name: Jeff BeavickTitle: County JudgeDate: 10/1/18**COVERED ENTITY:**

Spindletop Center

By: [Signature]Name: Holly BorelTitle: Chief Executive OfficerDate: 9/13/18



July 31, 2026

The Honorable Jeff Branick
Sheriff Zena Stephens

Via Email to
Jefferson County Auditor, Fran Lee – fran.lee@jeffersoncountytexas.gov

Mailing Address:

PO BOX 3846
BEAUMONT, TX
77704-3846

Physical Address:

655 S. 8th STREET
BEAUMONT, TX 77701

Tel (409) 784-5400

Fax (409) 833-8041

www.Spindletopcenter.org

Dear Judge Branick and Sheriff Stephens:

The attached is the contract renewal/amendment for the Mental Health Deputy program for fiscal year 2027.

This amendment reflects an update to the payment provisions associated with the Community Mental Health Deputy program. The program is funded through a Health and Human Services Commission (HHSC) grant that is specifically designated to support these services. Since the program began in 2014, the grant allocation has remained unchanged, while the costs associated with providing these services have steadily increased.

Over the years, Spindletop Center has worked diligently to absorb these rising costs through its operational resources in order to maintain the program and support our shared mission. As funding constraints continue to impact healthcare providers statewide, it has become necessary to align program expenditures with the funding available through the HHSC grant. Accordingly, this amendment revises the Not-to-Exceed amount to reflect the current HHSC funding allocated to Spindletop Center for this program.

Spindletop Center greatly values its longstanding partnership with Jefferson County and is deeply appreciative of the County's commitment to serving individuals experiencing mental health challenges. We remain dedicated to working collaboratively with the County to ensure these vital services continue to be available to the community and to identify opportunities that support our mutual goals in the future.

Sincerely,

Holly Borel
Chief Executive Officer

Hearing impaired, call

1-800-735-2989 (TDD)

1-800-735-2988 (VOICE)

Equal Employment Opportunity

Affirmative Action Employer



Clint Turner
Chief Deputy
E-Mail
Clint.Turner@jeffcotx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tim.funchess@jeffcotx.us

August 11, 2026

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of July 31, 2026, including interest earnings.

The weighted average yield to maturity on the County's investments is 3.911%. The 90 day Treasury discount rate on July 31, 2026 was 3.69% and the interest on your checking accounts for the month of July was 3.49%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda August 18, 2026, to be received and filed.

Sincerely,

A handwritten signature in cursive script that reads "Tim Funchess".

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:

Receive and File Investment Schedule for July, 2026,
including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END JULY 31, 2026 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRC/E PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price
INVESTMENTS													
TEXAS CLASS		\$20,000,000.00	\$20,000,000.00	100	3.560%		NONE			TX-01-0485-4001	TEXAS CLASS	\$20,000,000.00	
Cds and Securities													
FAMCA 3.83%	22-Jan-26	\$10,000,000.00	\$10,000,000.00	100	3.830%	22-Jan-29	22-Jan-27	906	1096	31424W6X5	NATIONAL ALLIANCE	\$9,849,500.00	\$98.4950
FNMA 3.875%	26-Feb-26	\$10,000,000.00	\$10,000,000.00	100	3.875%	26-Feb-29	26-Aug-26	941	1096	3136GCP66	NATIONAL ALLIANCE	\$9,869,700.00	\$98.6970
FICB 3.94%	16-Mar-26	\$5,000,000.00	\$5,000,000.00	100	3.940%	16-Mar-29	16-Sep-26	959	1096	3133EWGR5	NATIONAL ALLIANCE	\$4,942,550.00	\$98.8510
FNMA 4.11%	27-Mar-25	\$5,300,000.00	\$5,300,000.00	100	4.110%	24-Mar-28	24-Mar-27	602	1093	3136GADG1	NATIONAL ALLIANCE	\$5,277,581.00	\$99.5770
FNMA 4.01%	23-Apr-26	\$5,000,000.00	\$5,000,000.00	100	4.010%	23-Apr-29	23-Oct-26	997	1096	3136GD5D1	NATIONAL ALLIANCE	\$4,953,200.00	\$99.0640
FICB 4.30%	30-Jun-25	\$5,000,000.00	\$5,000,000.00	100	4.300%	30-Jun-28	30-Jun-26	700	1096	3133ETMX2	NATIONAL ALLIANCE	\$4,977,500.00	\$99.5500
FHLB 4.25%	08-Jun-26	\$5,000,000.00	\$5,000,000.00	100	4.250%	08-Jun-29	08-Jun-27	1043	1096	3130BAYU8	NATIONAL ALLIANCE	\$4,977,550.00	\$99.5510
FHLB 4.25%	11-May-26	\$5,000,000.00	\$5,000,000.00	100	4.250%	11-May-29	11-May-27	1015	1096	3130BAMS3	NATIONAL ALLIANCE	\$4,958,550.00	\$99.1710
FHLB 4.25%	14-Aug-25	\$3,000,000.00	\$3,000,000.00	100	4.250%	14-Aug-28	14-Aug-26	745	1096	3130BYBL7	NATIONAL ALLIANCE	\$2,989,920.00	\$99.6640
FHLB 4.00%	06-Nov-25	\$5,000,000.00	\$5,000,000.00	100	4.000%	06-Nov-28	06-May-26	829	1096	3130B8H39	NATIONAL ALLIANCE	\$4,939,550.00	\$98.7910
					WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE			WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE	
INVESTMENT ACCTS		\$20,000,000.00	\$20,000,000.00		3.915%	4.269%			659	DAYS		\$20,000,000.00	
Cds and Securities		\$58,300,000.00	\$58,300,000.00									\$57,735,601.00	
TOTALS ALL ACCTS:		\$78,300,000.00	\$78,300,000.00									\$77,735,601.00	
PLEDGE COLLATERAL REPORT STELLAR BANK/PROSPERITY													
ALL COUNTY FUNDS AS OF JULY 31, 2026													
MARKET VALUE OF PLEDGE SECURITIES			\$166,225,650.96										
BALANCE IN ALL ACCOUNTS:			\$157,583,671.54										
OVER OR (UNDER) AMOUNT:			\$8,641,979.42										
			105.48%										
COMPLIANCE STATEMENT													
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act													
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.													
<i>Tim Funke</i>													
Tim Funke, Jefferson County Treasurer/Investment Officer													
JULY 2026, JEFFERSON COUNTY INVESTMENT MATURITIES													
MATURED SECURITIES AND INTEREST EARNED													
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS		
INVESTMENTS													
TEXAS CLASS	02-Apr-25	\$20,000,000.00	\$20,000,000.00	100	3.560%		05-Aug-26				\$60,564.15		
FAMCA 3.83%	22-Jan-26	\$10,000,000.00	\$10,000,000.00	100	3.830%	22-Jan-29	22-Jan-27	1096	31424W6X5	NATIONAL ALLIANCE	\$191,500.00	COUPON	
CHECKING INTEREST												\$252,064.15	
POOLED CASH ACCT								31	100422177	STELLAR BANK	\$365,972.32		
OTHER COUNTY ACCTS								31		STELLAR BANK	\$30,509.83		
TAX LICENSE ACCT								31	1004224083	STELLAR BANK	\$2,099.61		
TOTAL		\$30,000,000.00	\$30,000,000.00								\$650,645.91	\$650,645.91	

FISCAL YEAR 2025-2026

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	3.730%	\$483,448.31	3.610%		
NOVEMBER	3.730%	\$547,156.23	3.480%		
DECEMBER	3.570%	\$688,671.87	3.480%		
JANUARY	3.580%	\$777,996.12	3.320%		
FEBRUARY	3.590%	\$952,106.59	3.330%		
MARCH	3.610%	\$781,503.65	3.340%		
APRIL	3.590%	\$618,347.87	3.360%		
MAY	3.600%	\$680,860.14	3.340%		
JUNE	3.740%	\$561,759.41	3.350%		
JULY	3.690%	\$650,645.91	3.490%		
ANNUAL TOTALS		\$6,742,496.10		\$0.00	\$6,742,496.10

**Jefferson County District Clerk
Jamie Smith**



2027 DISTRICT CLERK RECORDS ARCHIVE PLAN

I. BACKGROUND AND PURPOSE

The District Clerk's office maintains millions of records dating back from the mid 1800's to present. These records are on various forms of medium ranging from hard bound binders, roll film and micro fiche, as well as original paper documents. In the year 2000 our office began the process of using scanned imaging. Efile has been mandated in Civil, Criminal and Family Law filings. Imaged records are accessible to law firms through our website online documents and the public through our public terminals in the District Clerk's office.

In 2016 we began outsourcing civil files to be imaged for archival purposes. Our paper file inventory consists of 185,226 cases dating from 1992 to present. There remains over 25 years of back file scanning that needs to be imaged for archival purposes.

II. AUTHORITY

The responsibilities of the District Clerk and their authority to govern the records of the Jefferson County District Courts are established by the Texas Government Code. The Texas State Library and Archives Commission, Schedule DC – Records Retention, establishes the retention period for all documents maintained by the District Clerk. The Jefferson County District Clerk is the Records Management Officer for all records of the District Courts of Jefferson County, Texas.

III. 2026 DESIGNATION OF COURT DOCUMENTS

Pursuant to the Texas Government Code, Chapter 51, Section 305, the District Clerk hereby designates that in lieu of filing records control schedules, we have adopted records control schedules that comply with minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission for use in our records management program. In doing so, I also certify that the administrative rules for electronic records, adopted by the commission under Local Government Code 205.003(a) will be followed for records subject to the rules. For the purpose of this section the following documents constitute the Jefferson County District Courts Records Archive:

A. Civil and Tax Courts

Civil Court Dockets (1844 - 1984)
 Civil Court Indexes (1844 - 1984)
 Civil Court Minute Books (1844 – 1984)
 Civil Court Minutes Film/Paper Source (1984 – Present) **Civil Court Case Filings Paper Source (1988 – Present)**
 Execution Docket Books (1850 – 2004)
 Executions and Orders of Sale Civil and Tax (1850 – 2004)
 Tax Court Minute Books (1903 – 1967)
Tax & Court Case Filings Paper Source (1992 – Present)
Civil filings paper source = 35,795

B. Criminal Courts

Criminal Court Indexes (1904 – 1985)
 Criminal Court Minute Books (1929 -1987)
Criminal Court Case Filings Paper Source (1996 – Present)
Criminal filings paper source = 64,740

C. Family Courts Family

Court Case Files: -
 Adoptions
 - Name Change Petitions
 - Paternity Suits
 - Voluntary Legitimizing Petitions and Statements
 Family Court Dockets (1844 – 1984)
 Family Court Indexes (1844 – 1984)
 Family Court Minute Books (1894 – 1988)
Family Court Case Filings Paper Source (1992 – Present)
Family Court filings paper source = 79,565

D. Juvenile Courts Juvenile

Case Files:
 - Adoption
 - Paternity Suits (Adjudicating parentage)
 - Name Change Petitions
 - Voluntary Legitimizing Petitions and Statement
 Juvenile Court Dockets
 Juvenile Court Minute Books (1910 – 1964)
 Juvenile Court Indexes (1964 – 1985)

Juvenile Court Case Filings Paper Source (1998 – Present)
Juvenile court filings paper source = 5,126

IV. GOAL

The goal is to preserve, reproduce and archive all paper documents, regardless of type, as efficiently as possible. To complete our efforts toward electronic storage of all case files, we envision using computers to access all records with a view to the future of using the computers entirely for court activity. In addition to preserving the documents, the images will be added to our existing imaging system and improve customer service. Additionally, significant space savings will be realized once paper documents are destroyed.

It is the intent to use a portion of the Records Archive SB1685 fund balance for archiving seminars, archiving equipment and continuing a back file scan projects.

V. FUNDING

Projected Annual Revenue (SB1685)

Based on FY 2025--2026 filing figures

YEAR	Beginning Fund Balance	Estimated Revenues	Estimated Expenditures	Estimated Ending FB
FY 2025	\$4,803	\$900.00	\$3,000 <i>Equipment Maintenance</i> \$2,350 <i>Archive Seminars</i> \$650	\$2,703.00
FY 2026	\$1,635.17	\$0	\$1,635.17 <i>Equipment Maintenance</i> <i>Minolta Film Reader</i> \$1,395.00 <i>Minor Equipment</i> \$240.17	\$0
FY 2027	\$1,351.00	\$149.00	\$ 1,500.00 <i>Office Supplies</i>	\$0

State of Texas
County of Jefferson

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

By: _____
COUNTY CLERK, JEFFERSON COUNTY, TEXAS

OWNERSHIP CERTIFICATE:

State of Texas, County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That I, Ruston Roy Kennedy, owner of 7.559 acres of land out of the M. Pivitol Survey (aka M. Pevitol Survey), Abstract 43, Jefferson County, Texas, also a portion of Block 7 of the William Reppen Subdivision, recorded in Volume 11, Page 40, MRJCT, conveyed to me in an instrument dated November 19, 2014, recorded in Clerk's File No. 2014037023, OPRJCT, DO HEREBY SUBDIVIDE 7.559 acres of land out of the M. Pivitol Survey (aka M. Pevitol Survey), Abstract 43, Jefferson County, Texas, to be known as the Replat of a Lots 2 and 3, Tract 4, Block 7 of the William Reppen Subdivision, in accordance with the plat shown hereon, subject to any and all easements or restrictions hereto fore granted and do hereby dedicate to the public the streets and easements shown hereon.

WITNESS MY HAND, this 29th day of July, A.D., 2026.

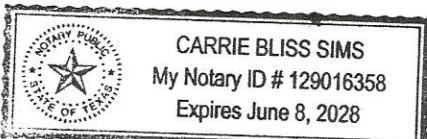
Ruston Roy Kennedy
Ruston Roy Kennedy, Owner

State of Texas
County of Jefferson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of July, A.D., 2026.

By: Carrie Bliss Sims
NOTARY PUBLIC in and for Jefferson County, Texas



OWNERSHIP CERTIFICATE:

State of Texas, County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That I, Karl Vernon Glasper, owner of a 1.5000 acre tract of land out of the M. Pivitol Survey (aka M. Pevitol Survey), Abstract 43, Jefferson County, Texas, also a portion of Block 7 of the William Reppen Subdivision, recorded in Volume 11, Page 40, MRJCT, conveyed to me in an instrument dated December 15, 2014, recorded in Clerk's File No. 2014039590, OPRJCT, DO HEREBY SUBDIVIDE said tract of land out of the M. Pivitol Survey (aka M. Pevitol Survey), Abstract 43, Jefferson County, Texas, to be known as the Replat Lots 2 and 3, Tract 4, Block 7 of the William Reppen Subdivision, in accordance with the plat shown hereon, subject to any and all easements or restrictions hereto fore granted and do hereby dedicate to the public the streets and easements shown hereon.

WITNESS MY HAND, this 29th day of July, A.D., 2026.

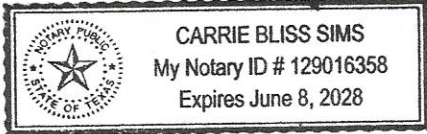
Karl Vernon Glasper
Karl Vernon Glasper, Owner

State of Texas
County of Jefferson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of July, A.D., 2026.

By: Carrie Bliss Sims
NOTARY PUBLIC in and for Jefferson County, Texas



DEVELOPMENT REGULATIONS NOTES:

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

SCHOOL DISTRICT NOTE:

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

UTILITY NOTES:

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

SEWAGE DISPOSAL NOTE:

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

INDIVIDUAL WATER SUPPLY NOTE:

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

DRAINAGE EASEMENT NOTE:

No known drainage easements are present.

SURVEYOR'S CERTIFICATE:

I, Colby Lee Brackin, a Registered Professional Land Surveyor in the State of Texas certify that this plat has been prepared from an actual survey on the ground, that all corners were found or set as noted and that this plat correctly represents said survey by me and is in accordance with the Subdivision Regulations of Jefferson County.



Dated: July 28, 2026

Colby Lee Brackin
Registered Professional Land Surveyor No. 7227

LEGAL DESCRIPTION:

Being a 9.096 acre tract of land lying in the M. Pivitol Survey (aka M. Pevitol Survey), Abstract No. 43, Jefferson County, Texas and being all of a called 7.559 acre tract of land described in an instrument to Ruston Roy Kennedy, recorded in Clerk's File No. 2014037023 of the Official Public Records of Jefferson County, Texas (OPRJCT) and all of a called 1.5000 acre tract of land described in an instrument to Karl Vernon Glasper, recorded in Clerk's File No. 2014039590 (OPRJCT), same being a portion of Block 7 of the William Reppen Subdivision, recorded in Volume 11, Page 40 of the Map Records of Jefferson County, Texas, said 9.096 acres being more particularly described as follows:

BEGINNING at a 3/4" iron rod found (bent) in the west right-of-way line of Winzer Road (a public roadway), the southeast corner of that 2.00 acre tract of land described in an instrument to Charlotte Faye Huckaby, recorded in Clerk's File No. 2012031291 (OPRJCT), at the northeast corner of said 7.559 acre tract, and the northeast corner of the herein described tract;

Thence South 03°01'30" East (called S 00°19'11" W), along the west right-of-way line of Winzer Road, an easterly line of said 7.559 acre tract, and the east line of the herein described tract, a distance of 59.14 feet (called 59.23 feet) to a capped rod (busted) found at the southeast corner of said 1.5000 acre tract, and on an easterly corner at said 7.559 acre tract, for angle point in the east line of the herein described tract;

Thence South 03°05'06" East (called S 00°27'00" W), continuing along the west right-of-way line of Winzer Road, the east line of said 1.5000 acre tract and the east line of the herein described tract, a distance of 133.91 feet (called 133.99 feet) to a 3/8" iron rod found at the southeast corner of said 1.5000 acre tract, an easterly corner of said 7.559 acre tract, for an angle point in the east line of the herein described tract;

Charlotte Faye Huckaby
Called 2.00 Acres
CF# 2012031291, OPRJCT

(S 89°31'00" E 955.25')
N 87°11'47" E 956.42'

Set Capped Iron Rod Stamped
"ACCESS SURVEYORS"

Found 3/8" Iron Rod
@ 59.14'

(S 00°17'22" W 133.99')
S 02°57'23" E 193.16'
134.02'

Found Capped Rod (busted)

P.O.B.
Found 3/4" Iron Rod (bent)
NEC of 7.559 Ac.
N: 13,927,108.01
E: 3,490,321.53
Elev.: 18.73' NAVD88

S 03°01'30" E 59.14'
(S 00°19'11" W 59.23')

Found Capped Rod (busted)

(S 00°27'00" W 133.99')
S 03°05'06" E 133.91'

7.559 Ac., CF# 2014037023, OPRJCT
1.5 Ac., CF# 201403950, OPRJCT

Lot 3-A
(2.162 Acres)

Address: 8798 Winzer Road

N 87°11'02" E 487.94'

Found 3/8" Iron Rod

(S 00°11'11" W 221.28')
S 03°02'50" E 221.41'

Set Capped Iron Rod Stamped
"ACCESS SURVEYORS"

SEC of 7.559 Ac.
from which a 3/8" Iron Rod
bears S 03°02'50" E, 2.22'

JBT Electric, LLC
Called 4.85 Acres
CF# 2018002098, OPRJCT

M. Pivitol Survey (AKA M. Pevitol Survey),
Abstract No. 43, Jefferson County, Texas

SURVEYOR'S NOTES:

- This survey was completed without the benefit of a title commitment, and not all easements or servitudes, whether of record or not, were researched at the time of this survey or shown hereon.
- All bearings, distances, coordinates, and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone.
- All elevations are referenced to the North American Vertical Datum of 1988 (NAVD88), based on RTK-GNSS observation and tied to Trimble's VRS Network (calculated using GEOID18).
- According to FEMA's Flood Insurance Rate Map No. 4803850255C, Dated August 06, 2002, this Minor Plat is located in Flood Zone X.
- No Improvements are shown.

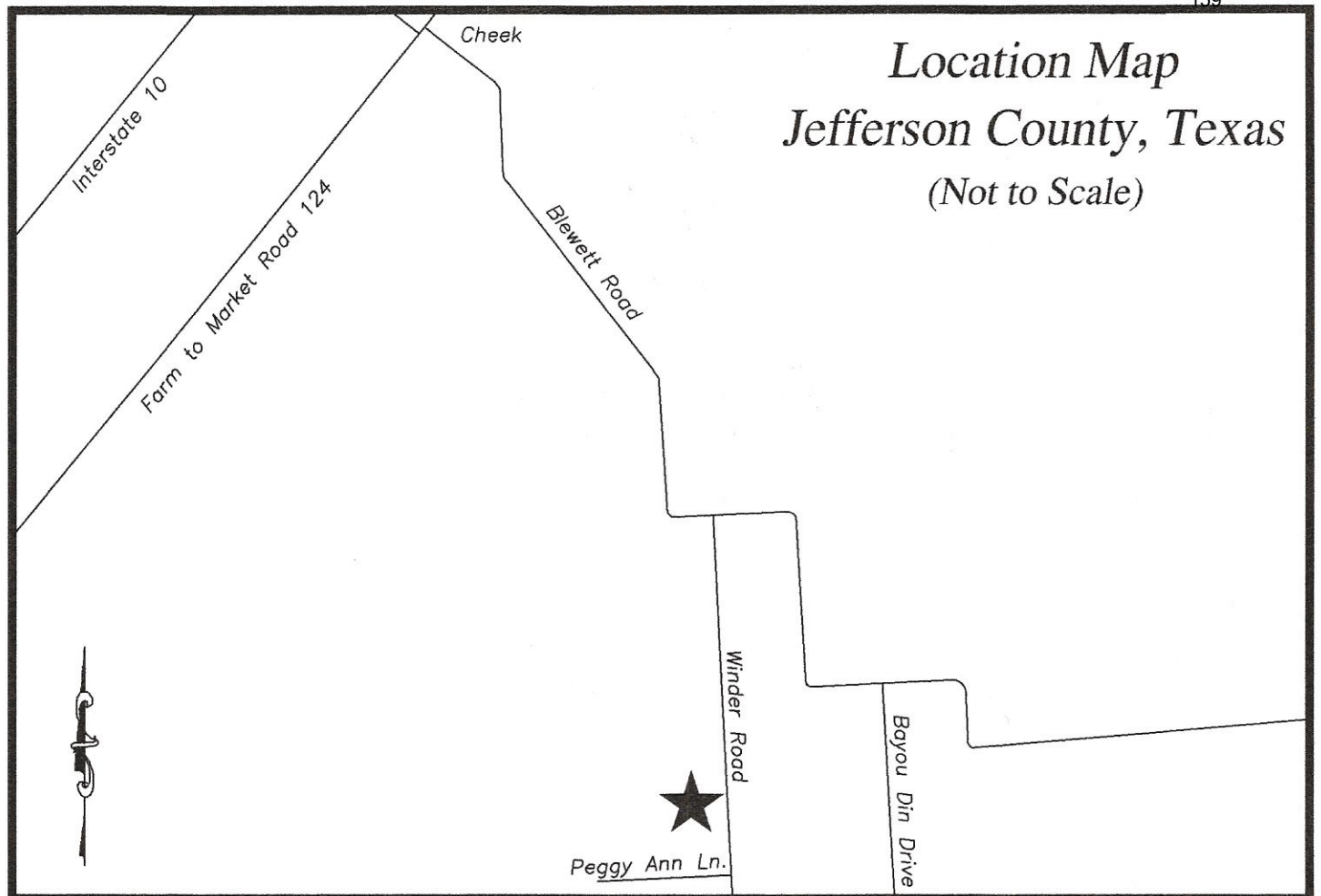
Thence South 03°02'50" East (called S 00°11'11" W), continuing along the west right-of-way line of Winzer Road, an easterly line of said 7.559 acre tract and the east line of the herein described tract, a distance of 211.41 feet (called 221.29 feet) to a capped iron rod stamped "ACCESS SURVEYORS" set at the northeast corner of a called 4.85 acre tract of land described in an instrument to JBT Electric, LLC, recorded in Clerk's File No. 2018002098 (OPRJCT), the southeast corner of said 7.559 acre tract and the southeast corner of the herein described tract, from which a 3/8" iron rod found at the southeast corner of said 4.85 acre tract bears South 02°35'56" East, 220.98 feet, and a D.O. bears South 03°02'50" East, 2.22 feet;

Thence South 87°11'22" West (called N 89°31'00" W), along the north line of said 4.85 acre tract, the south line of said 7.559 acre tract, and the south line of the herein described tract, a distance of 956.31 feet (called 957.27 feet) to a 3/8" iron rod found in the east line of a called 98.57 acre tract of land described as Tract# 1 in an instrument to Raymond James Richard, et ux, recorded in Film Code No. 102-37-1632 of the Real Property Records of Jefferson County, Texas, at the northwest corner of said 4.85 acre tract, the southwest corner of said 7.559 acre tract, and the southwest corner of the herein described tract;

Thence North 02°48'35" West (called North 00°29'06" East), along the east line of said Tract# 1, the west line of said 7.559 acre tract, and the west line of the herein described tract, a distance of 221.31 feet (called 221.32 feet) to a 3/8" iron rod found for an angle point along the west line of the herein described tract;

Thence North 03°22'19" West (called N 00°29'06" E), continuing along the east line of said Tract# 1, the west line of said 7.559 acre tract, and the west line of the herein described tract, a distance of 193.27 feet (193.18 feet) to a 5/8" iron rod found at the southwest corner of said 2.00 acre tract, the northwest corner of said 7.559 acre tract, and the northwest corner of the herein described tract;

Thence North 87°11'47" East (called S 89°31'00" E), along the south line of said 2.00 acre tract, the north line of said 7.559 acre tract, and the north line of the herein described tract, a distance of 956.42 feet (called 955.25 feet), to the POINT AND PLACE OF BEGINNING, containing 9.096 acres of land, more or less.



CERTIFICATION OF COUNTY ENGINEER:

I, _____, County Engineer of Jefferson County, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office as adopted by the Commissioners Court of Jefferson County, Texas.

County Engineer

CERTIFICATE OF COUNTY APPROVAL, TO WIT:

STATE OF TEXAS, COUNTY OF JEFFERSON

Approved by the Commissioners Court, of Jefferson County, Texas on the _____ day of _____, 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

MUNICIPAL/ETJ NOTE:

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

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

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

Planning Commission Chairman

Attest: Secretary

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

Note: SAMPLE - consult the TCEQ Regulations for proper sizes

Replat
of Lots 2 and 3, Tract 4, Block 7 of the
William Reppen Subdivision
a subdivision of a 9.096 Acre Tract of Land into
Lots 2-A & 3-A
out of the M. Pivitol Survey (AKA M. Pevitol Survey),
Abstract Number 43, Jefferson County, Texas

Acc CAR _____

**CENTER FOR ARCHAEOLOGICAL RESEARCH
GOVERNMENTAL AGENCY CURATION AGREEMENT**

This letter documents the transfer of archaeological collections and records from

County of Jefferson, Texas

name of governmental agency and/or subdivision

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project Mustang Express Pipeline Project within The County of Jefferson Texas Lands

Project No. 90577

County(ies) Jefferson

Site No(s) _____

Permitting Agency TAC

Permit # 32751

Description of Materials Report, photographs, photo logs, shovel test logs, field notes, site forms, maps

The transfer of the above described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Sub. Gov. Agency

Jeff Branick

Authorized Agent of Sponsor (type or print)

County Judge

Title/Position

8-18-2026

Date

Address:

1149 Pearl St. 4th floor
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DATE

Revised 4/28/2026

Acc CAR _____

**CENTER FOR ARCHAEOLOGICAL RESEARCH
GOVERNMENTAL AGENCY CURATION AGREEMENT**

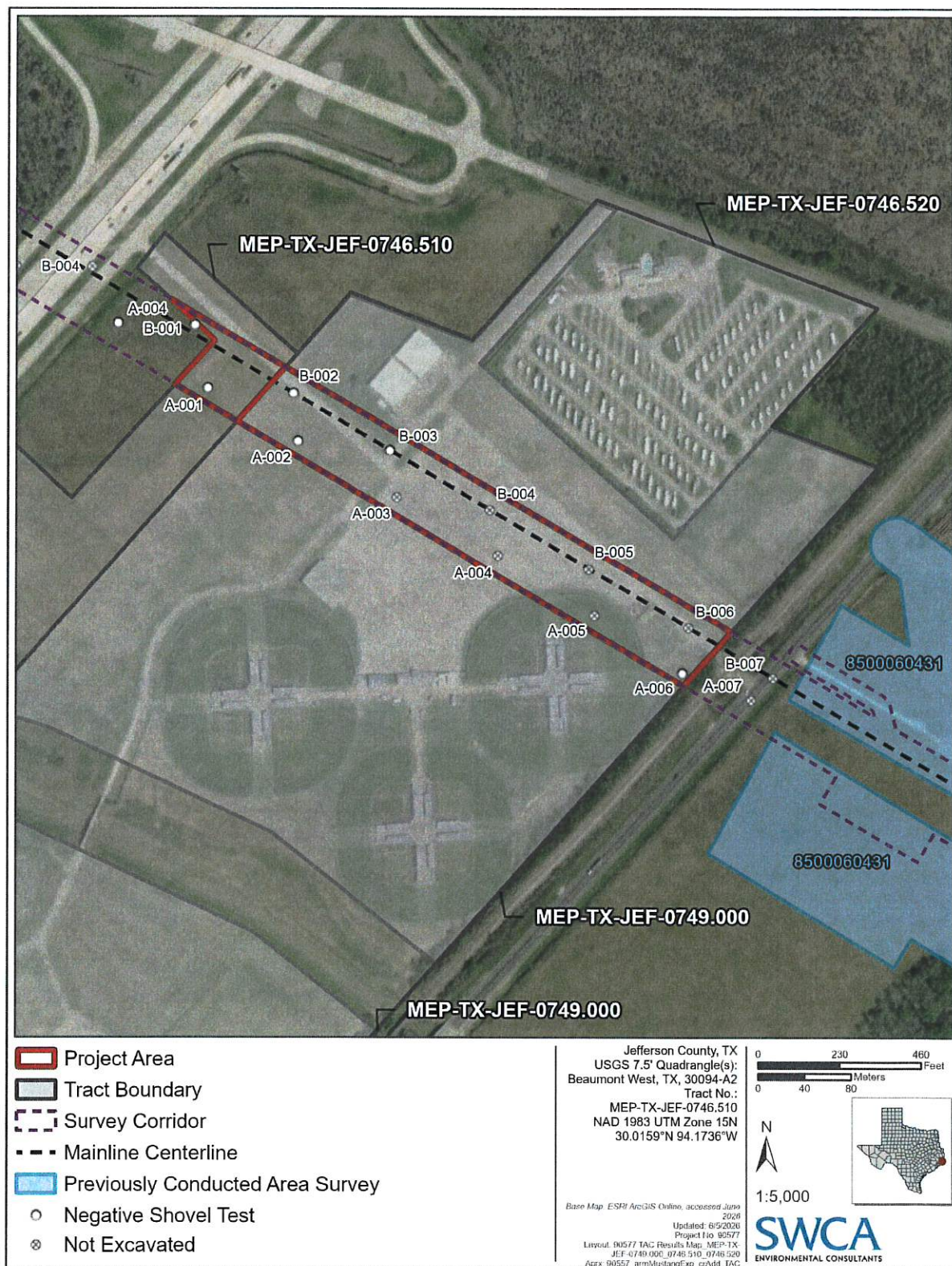


Figure 7. Cultural resources survey results map.

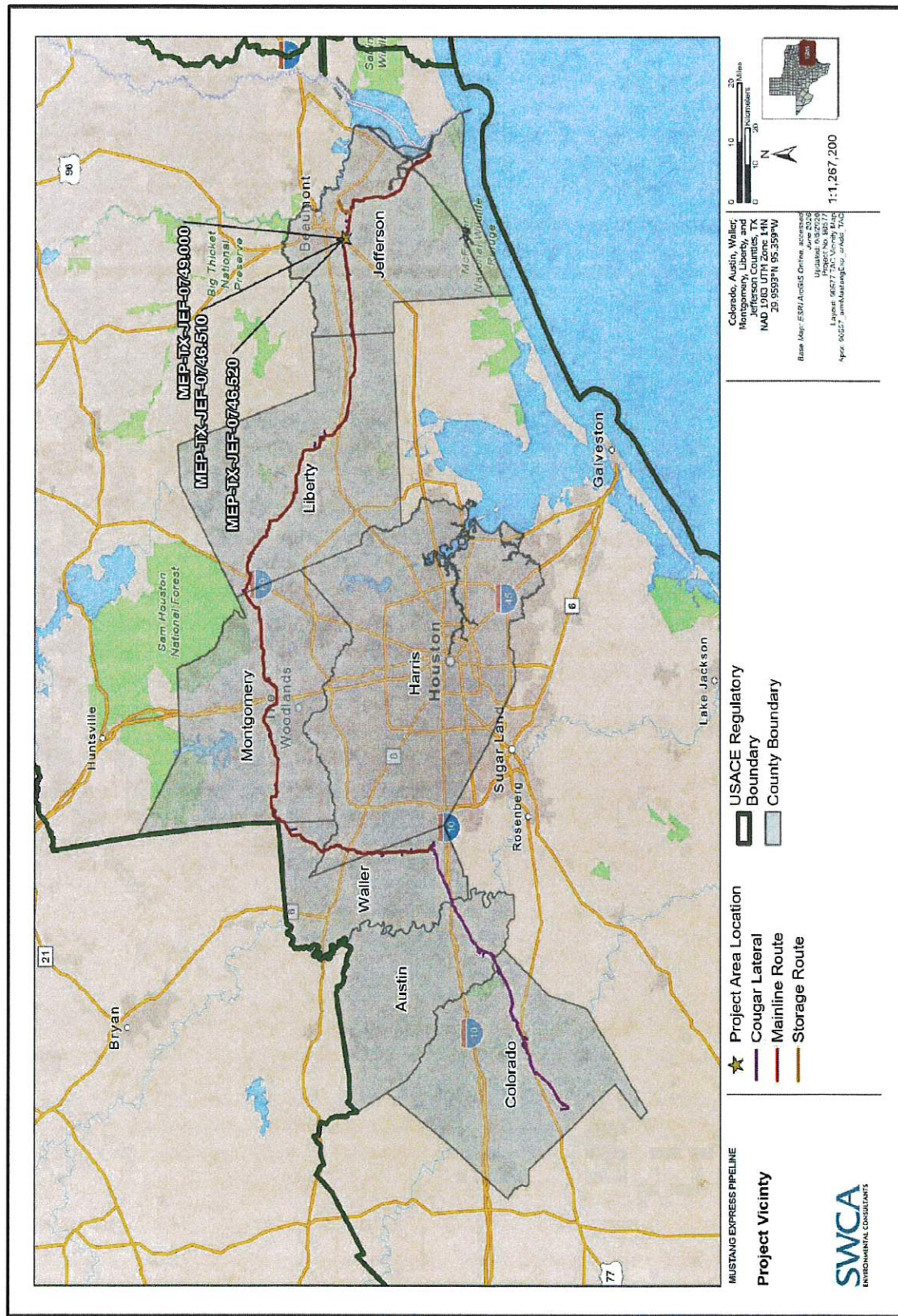


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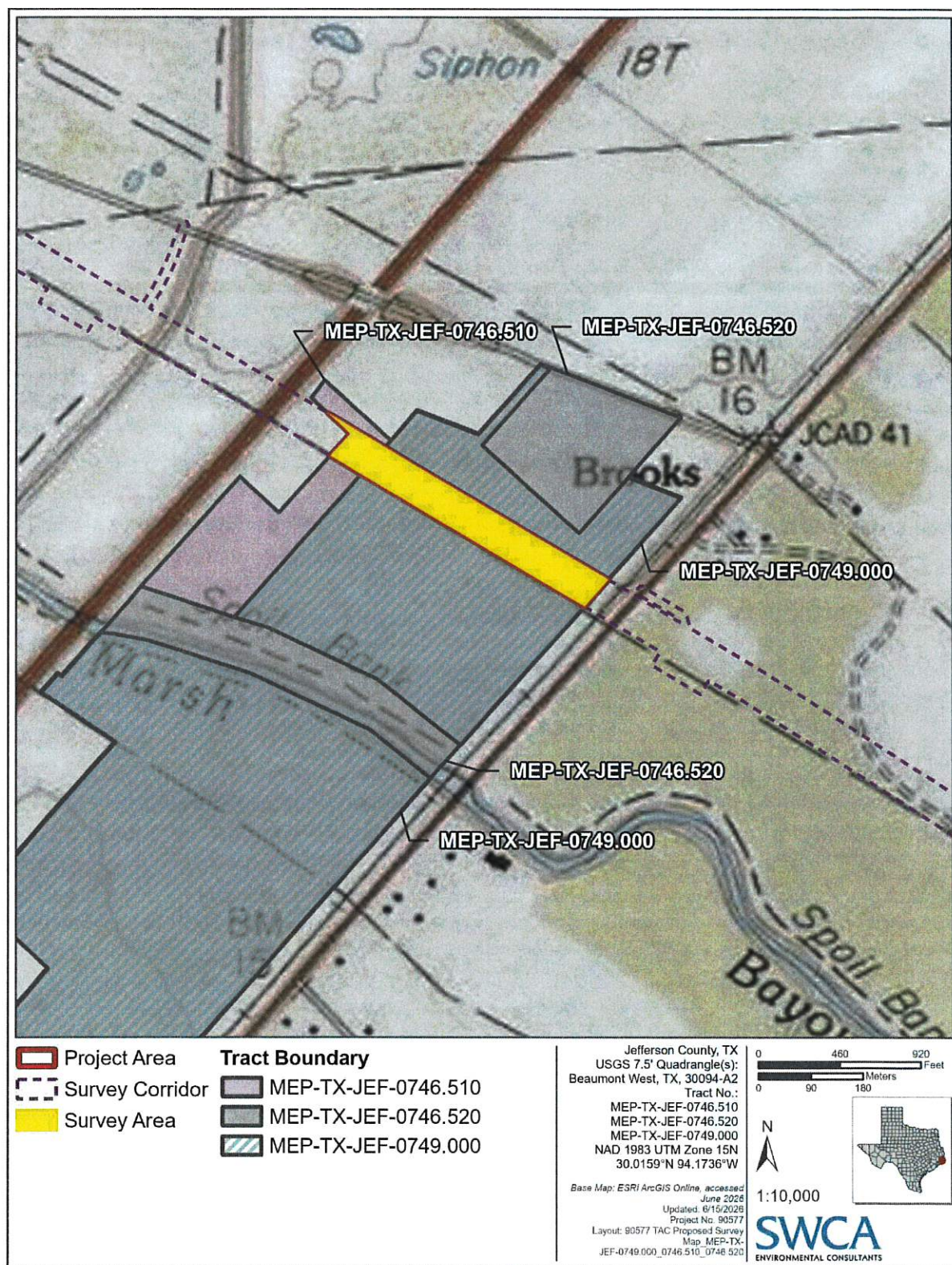


Figure 2. Project location map.



Figure 3. HPALM map results for MEP-TX-JEF-0749.000.

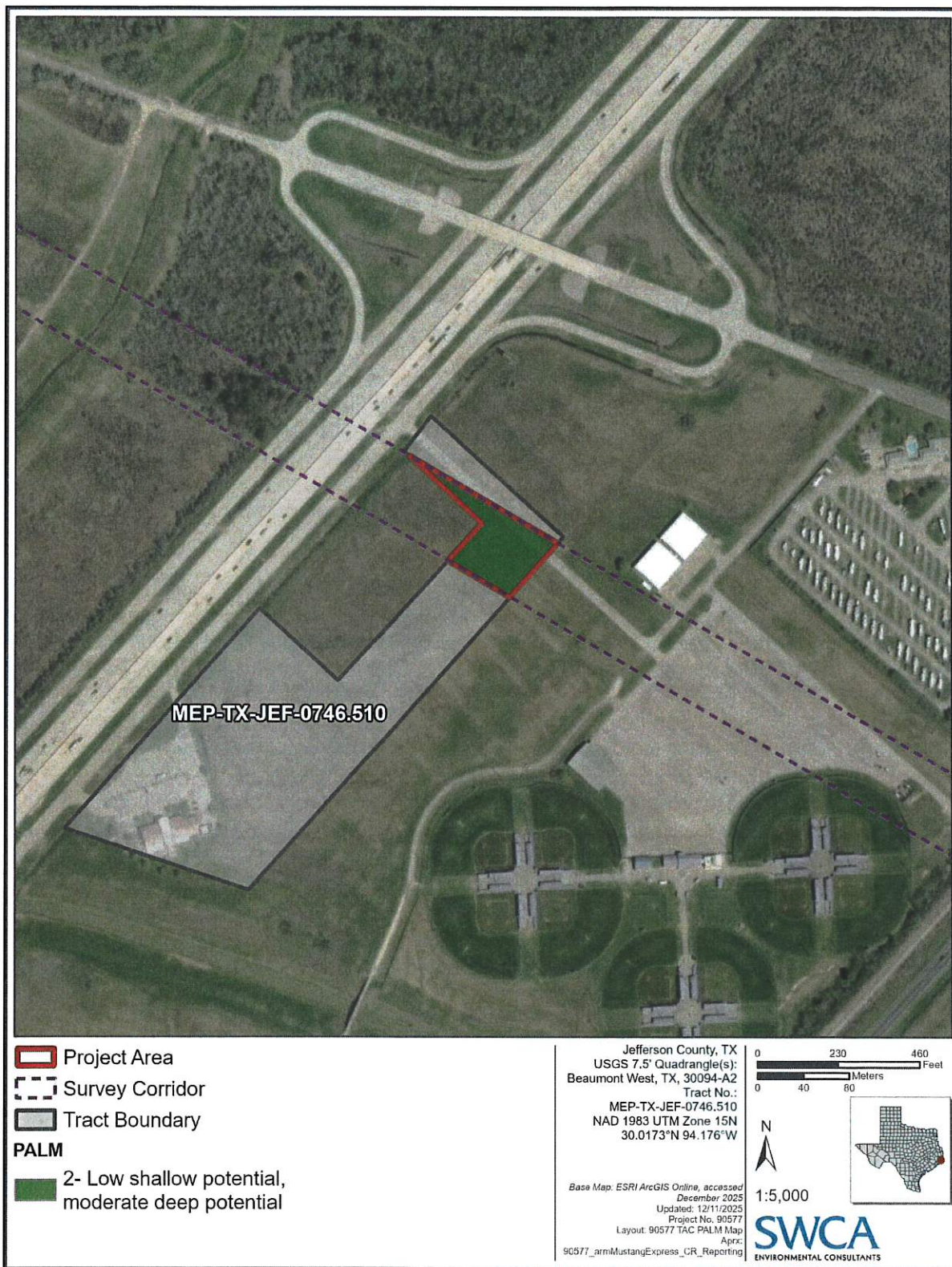


Figure 4. HPALM map results for MEP-TX-JEF-0746.510.



Figure 5. HPALM map results for MEP-TX-JEF-0746.520.

Intensive Cultural Resources Investigations of the Mustang Express Pipeline Project Within County of Jefferson Properties in Jefferson County, Texas

TEXAS ANTIQUITIES PERMIT NO. 32751

JUNE 2026

PREPARED FOR

Mustang Express Pipeline, LLC

PREPARED BY

SWCA Environmental Consultants

**INTENSIVE CULTURAL RESOURCES INVESTIGATIONS
OF THE MUSTANG EXPRESS PIPELINE PROJECT
WITHIN COUNTY OF JEFFERSON PROPERTIES IN
JEFFERSON COUNTY, TEXAS**

TEXAS ANTIQUITIES PERMIT NO. 32751

Prepared for

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SWCA Project No. 90577

SWCA Cultural Resources Report No. 26-457

June 2026

ABSTRACT

On behalf of Mustang Express Pipeline, LLC (MEP), SWCA Environmental Consultants (SWCA) conducted an intensive cultural resources survey of portions of the proposed Mustang Express Pipeline Project (project) located within County of Jefferson properties in Jefferson County, Texas.

MEP proposes to construct approximately 241 miles (387.8 kilometers [km]) of proposed natural gas pipeline and associated facilities, including mainline and lateral pipelines ranging from 24 to 42 inches in diameter, three compressor stations, interconnects, meter stations, mainline valves, and supporting access roads (project area). The proposed pipeline alignment intersects three properties owned or managed by the County of Jefferson (MEP-TX-JEF-0749.000, MEP-TX-JEF-0746.510, and MEP-TX-JEF-0746.520). The total proposed pipeline within the County of Jefferson properties measures 0.34 mile (0.55 km) in length, totaling approximately 7.88 acres (3.19 hectares [ha]) of pipeline corridor and workspace. As the County of Jefferson is a political subdivision of the State of Texas, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (9 Texas Natural Resources Code 191) and accompanying Rules of Practice and Procedure (13 Texas Administrative Code 26). All work was done in compliance with the Antiquities Code of Texas, under Texas Antiquities Permit No. 32751. All investigations were conducted in accordance with the Texas Historical Commission (THC) and Council of Texas Archeologists standards.

Work was also conducted in support of MEP's application requirements for a U.S. Army Corps of Engineers (USACE) Section 404 of the Clean Water Act permit in the USACE Galveston District (USACE File No. SWG-2025-00589) in accordance with 33 Code of Federal Regulations (CFR) 325, Appendix C (Processing Department of Army Permits: Procedures for the Protection of Historic Properties; Final Rule 1990; with current Interim Guidance Documents dated April 25, 2005, and January 31, 2007), and Section 106 of the National Historic Preservation Act (NHPA) (16 United States Code [USC] 470) and its implementing regulations (36 CFR 800).

The general setting of the survey area can be characterized as an undeveloped grassy field on the northwest end abutting a baseball complex on the southeast end with baseball fields, associated structures, parking lot, and roads. The survey area is situated between an Interstate 10 frontage road on the northwest and the Tyrell Lateral, Burlington Northern Santa Fe Railway, and Fannett Road on the southeast. The survey area has been disturbed by the construction of the baseball complex and parking lot, two previous pipeline corridors, roads, and an electrical box.

During investigations on February 19, 2026, SWCA surveyed a total of 0.34 mile (0.55 km) within a 200-foot-wide (61-meter-wide) survey corridor totaling approximately 7.88 acres (3.19 ha). The background review revealed that one previously conducted survey is documented within 0.6 mile (1.0 km) of the survey area. This previous survey does not intersect with the proposed project area. No neighborhood surveys have been completed within 0.6 mile (1.0 km) of the survey area. The background review revealed that no cultural resources have been previously identified within the survey area, and one archaeological site is located within 0.6 mile (1.0 km) of the project area. No National Register of Historic Places properties, cemeteries, recorded historic trails, or recorded historic roads are within 0.6 mile (1.0 km) of the survey area.

The cultural resources survey included the excavation of five shovel tests within the survey area. All five shovel tests were negative for cultural resources. Another six shovel tests could not be excavated due to their location in a paved parking lot, developed baseball field, or paved road. As a result of the current investigations, no resources subject to Section 106 consideration were identified.

In accordance with the Antiquities Code of Texas, 33 CFR 325 (Appendix C), and Section 106 of the NHPA (36 CFR 800.4), SWCA has made a reasonable and good faith effort to identify historic properties within the investigated portions of the Mustang Express Pipeline Project within County of Jefferson properties. Based on the results of these investigations, SWCA recommends a finding of NO HISTORIC PROPERTIES AFFECTED (per 36 CFR 800.4(d)(1)). Per requirements of the Antiquities Code of Texas, project documentation for the portion of the Mustang Express Pipeline Project within the County of Jefferson properties will be curated with the Center for Archaeological Research at the University of Texas at San Antonio.

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MANAGEMENT SUMMARY

Project Title. Intensive Cultural Resources Investigations of the Mustang Express Pipeline Project Within County of Jefferson Properties in Jefferson County, Texas

SWCA Project Number. 95077

Project Description. On behalf of Mustang Express Pipeline, LLC (MEP), SWCA Environmental Consultants (SWCA) conducted an intensive cultural resources survey of portions of the proposed Mustang Express Pipeline located within County of Jefferson properties in Jefferson County, Texas. The proposed project consists of approximately 241 miles (387.8 kilometers [km]) of proposed natural gas pipeline and associated facilities, including mainline and lateral pipelines ranging from 24 to 42 inches in diameter, three compressor stations, interconnects, meter stations, mainline valves, and supporting access roads. The proposed pipeline intersects three properties owned or managed by the County of Jefferson (MEP TX-JEF-0749.000, MEP-TX-JEF-0746.510, and MEP-TX-JEF-0746.520). The total proposed pipeline within the County of Jefferson properties measures 0.34 mile (0.55 km) in length of pipeline corridor and workspace.

Number of Acres Surveyed. Approximately 7.88 acres (3.19 hectares [ha]).

Principal Investigator. Anna N. Yowell, M.A., RPA

Purpose of Work. As the County of Jefferson, a political subdivision of the State of Texas, owns properties that will be impacted by the proposed project, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (9 Texas Natural Resource Code 191) and accompanying Rules of Practice and Procedure (13 Texas Administrative Code 26). All work was done in compliance with the Antiquities Code of Texas, under Texas Antiquities Permit No. 32751. All investigations were conducted in accordance with Texas Historical Commission and Council of Texas Archeologists standards.

Work was also conducted in support of MEP's application requirements for a U.S. Army Corps of Engineers (USACE) Section 404 of the Clean Water Act permit in the USACE Galveston District (USACE File No. SWG-2025-00589) in accordance with 33 Code of Federal Regulations (CFR) 325, Appendix C (Processing Department of Army Permits: Procedures for the Protection of Historic Properties; Final Rule 1990; with current Interim Guidance Documents dated April 25, 2005, and January 31, 2007), and Section 106 of the National Historic Preservation Act (NHPA) (16 United States Code [USC] 470) and its implementing regulations (36 CFR 800).

Date of Investigation. February 19, 2026

Number of Sites. None

Eligibility. N/A

Curation. This was a non-collection survey; therefore, no artifacts were curated. Per requirements of the Antiquities Code of Texas, project documentation for the portion of the Mustang Express Pipeline Project within the County of Jefferson properties will be curated with the Center for Archaeological Research at the University of Texas at San Antonio.

Comments. In accordance with the Antiquities Code of Texas, 33 CFR 325 (Appendix C), and Section 106 of the NHPA (36 CFR 800.4), SWCA has made a reasonable and good faith effort to identify historic properties within the investigated portions of the Mustang Express Pipeline Project within County of Jefferson properties. Based on the results of these investigations, SWCA recommends a finding of NO HISTORIC PROPERTIES AFFECTED (per 36 CFR 800.4(d)(1)) within the investigated areas.

CHAPTER 1. INTRODUCTION

On behalf of Mustang Express Pipeline, LLC (MEP), SWCA Environmental Consultants (SWCA) conducted an intensive cultural resources survey of portions of the proposed Mustang Express Pipeline Project (project) located within County of Jefferson properties in Jefferson County, Texas.

The proposed project consists of approximately 241 miles (387.8 kilometers [km]) of proposed natural gas pipeline and associated facilities, including mainline and lateral pipelines ranging from 24 to 42 inches in diameter, three compressor stations, interconnects, meter stations, mainline valves, and supporting access roads (project area). Approximately 0.34 mile (0.55 km) of the project alignment intersects properties owned or managed by the County of Jefferson (MEP-TX-JEF-0749.000, MEP-TX-JEF-0746.510, and MEP-TX-JEF-0746.520). As the County of Jefferson is a political subdivision of the State of Texas, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (9 Texas Natural Resources Code 191) and accompanying Rules of Practice and Procedure (13 Texas Administrative Code 26). All work was done in compliance with the Antiquities Code of Texas, under Texas Antiquities Permit No. 32751. All investigations were conducted in accordance with the Texas Historical Commission (THC) and Council of Texas Archeologists (CTA) standards.

Work was also conducted in support of MEP's application requirements for a U.S. Army Corps of Engineers (USACE) Section 404 of the Clean Water Act permit in the USACE Galveston District (USACE File No. SWG-2025-00589) in accordance with 33 Code of Federal Regulations (CFR) 325, Appendix C (Processing Department of Army Permits: Procedures for the Protection of Historic Properties; Final Rule 1990; with current Interim Guidance Documents dated April 25, 2005, and January 31, 2007), and Section 106 of the National Historic Preservation Act (NHPA) (16 United States Code [USC] 470) and its implementing regulations (36 CFR 800).

PROJECT DESCRIPTION AND AREA OF POTENTIAL EFFECTS

MEP proposes to construct approximately 0.34 mile (0.55 km) of intersecting pipeline along the portion of the project within the properties owned by the County of Jefferson in Jefferson County, Texas. The project area is depicted on the Beaumont West U.S. Geological Survey (USGS) 7.5-minute quadrangle (Figure 1, Figure 2).

The pipeline will generally be constructed within a 125-foot-wide (38-meter [m]-wide) workspace corridor. With the exception of conventional bores and horizontal directional drills at roads, rivers, and some other locations, the pipeline will be installed using conventional open-cut construction methods. In areas where typical soils are encountered, the depth of the open-cut trench will be a minimum of 4.0 feet (1.2 m) below surface and a maximum depth of impact of approximately 8.5 feet (2.6 m) below surface. Construction impacts will be confined to the 125-foot-wide (38-m-wide) workspace corridor, with additional temporary workspaces, including ancillary facilities and access roads, and include the clearing of vegetation, grading, and the stockpiling of soil. To accommodate minor deviations and additional temporary workspaces, SWCA investigated a 200-foot-wide (61-m-wide) corridor.

PROJECT PERSONNEL

Susan Fischer served as Project Manager and Anna Yowell was the Principal Investigator (PI). Kerry Sagebiel authored the report. Vanessa Lopez served as Crew Lead and was assisted by Field Archaeologist Hailie Norman. Geoarchaeologist Ken Lawrence reviewed the proposed project alignment to identify areas with the potential for deeply buried archaeological deposits. Geographic information systems (GIS) support and report graphics were provided by GIS Specialists Sal Webber and Jessica Baker. The report was edited and formatted by Joy Hengst.

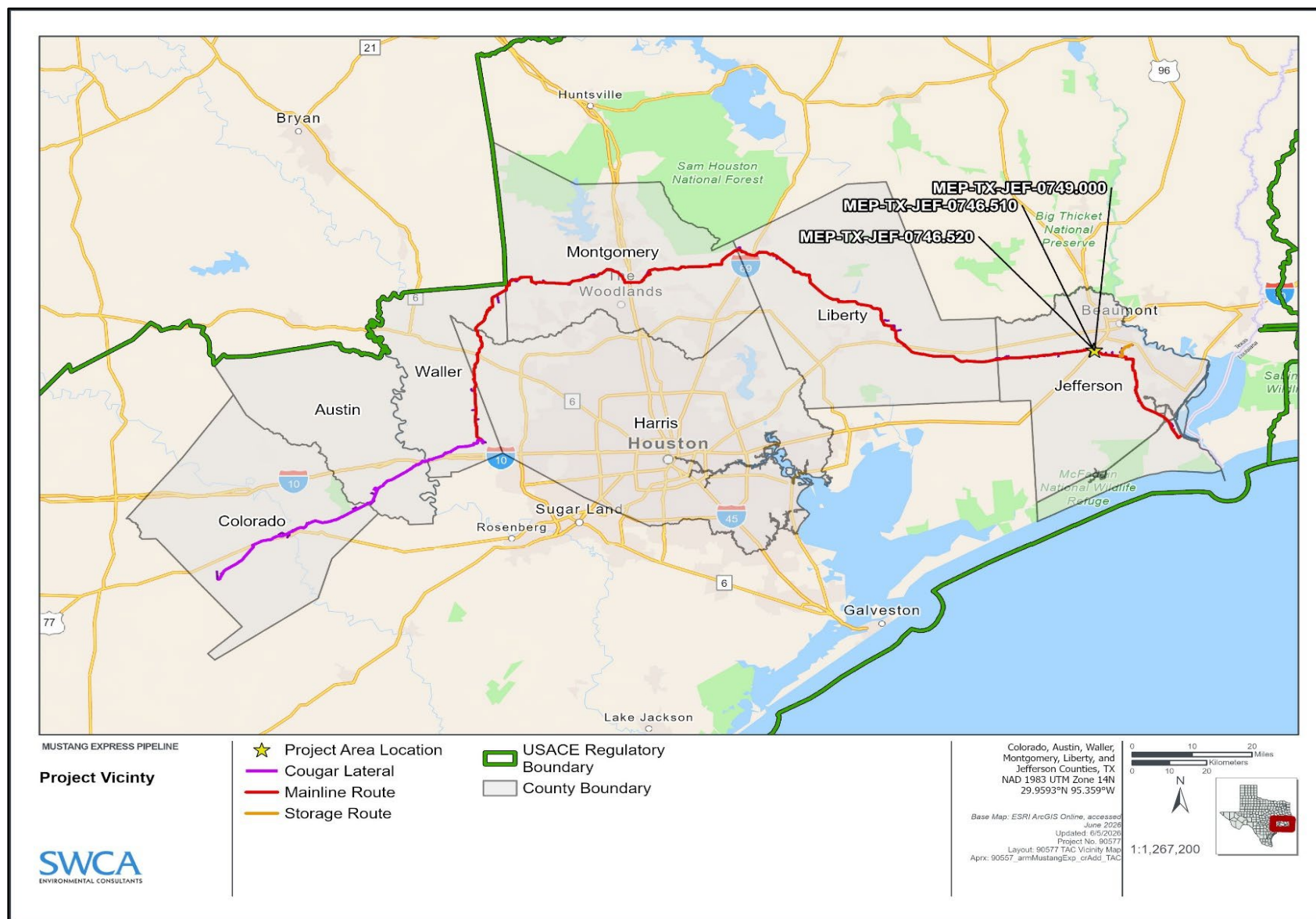


Figure 1. Project vicinity map.

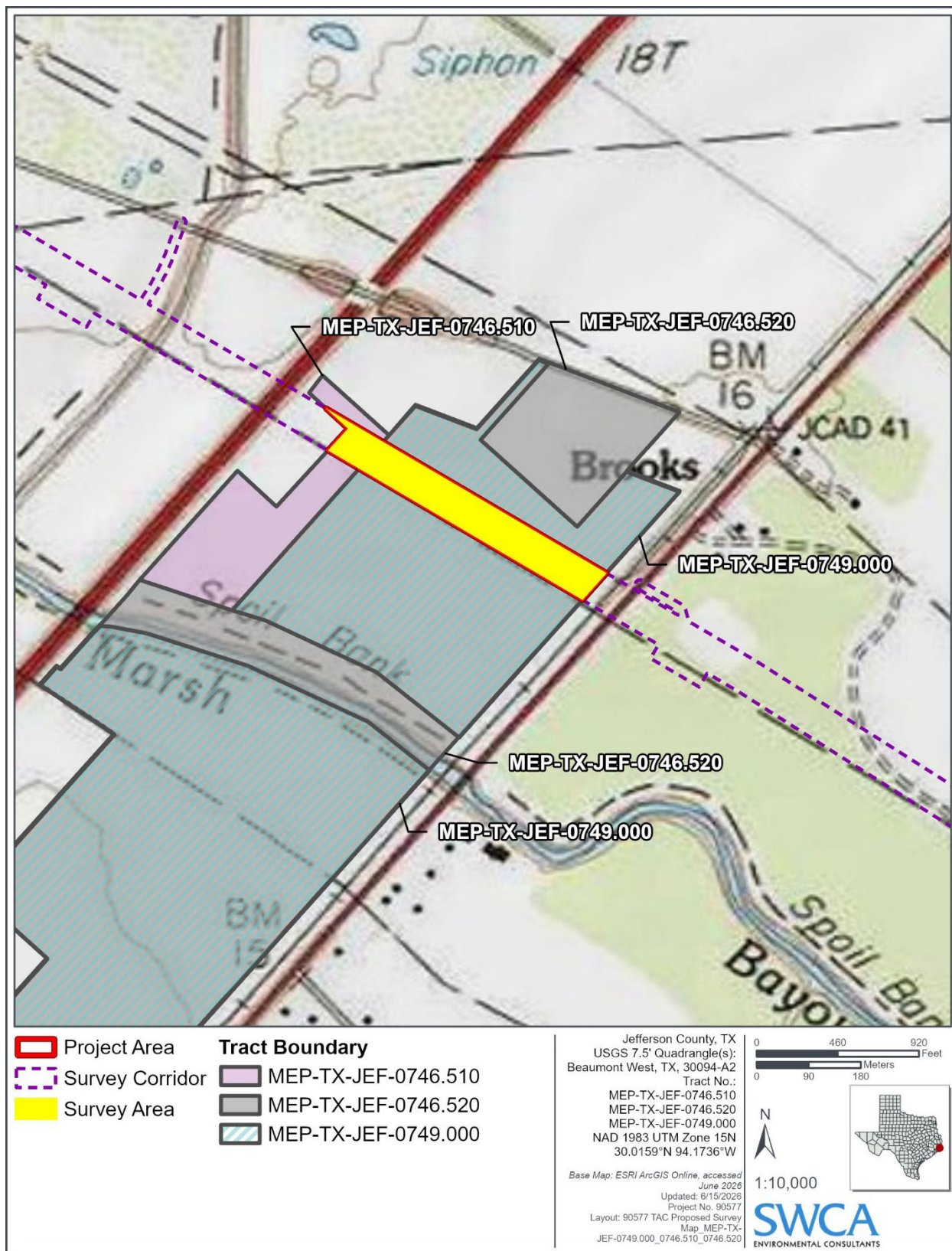


Figure 2. Project location map.

CHAPTER 2. ENVIRONMENTAL SETTING

The project area is within the Coastal Prairies sub-province of the Gulf Coastal Plains physiographic region, which is the coastal region of Texas stretching along the Gulf of Mexico (Wermund 1996). The region consists of slightly sloping deltaic grassland prairie (Wermund 1996). The closest natural drainage is Willow Marsh Bayou, which is encompassed by the Neches-Trinity Coastal Basin (Texas Parks and Wildlife Department 2026).

The project area coincides with the Northern Humid Gulf Coastal Prairies sub-ecoregion of the Western Gulf Coastal Plain ecoregion defined by Griffith et al. (2007), and the Austroriparian biotic province (Blair 1950). Vegetation historically consists of groups of sparse oak trees (*Quercus* spp.), pine (*Pinus* spp.), and cypress (*Taxodium distichum*), within tall grass prairies of little bluestem (*Schizachyrium scoparium*), yellow Indiangrass (*Sorghastrum nutans*), paspalum (*Paspalum* spp.), switchgrass (*Panicum virgatum*), seashore saltgrass (*Distichlis spicata*), and cordgrass (*Spartina* spp.) (Blair 1950; Griffith et al. 2007; Kleiner 2020a). This assemblage is representative of the Bluestem Grassland or a Marsh environment (McMahan et al. 1984). Wildlife in the region includes white-tailed deer (*Odocoileus virginianus*), nine-banded armadillo (*Dasypus novemcinctus*), and northern pygmy mouse (*Baiomys taylori*), and historically included bison (*Bison bison*), pronghorn (*Antilocapra americana*), and red wolf (*Canis rufus*) (Blair 1950; Griffith et al. 2007).

Land use within the region includes crop farming (rice, soy, corn, cotton, sorghum, and hay), pasture, limited hunting, and oil/gas production (Griffith et al. 2007), with oil/gas production as the predominant industry in the area since the Spindletop Oil Field opened in 1901 (Kleiner 2020a).

Geology

The survey area consists of the Beaumont Formation (Qbc), predominantly clay. This Late Pleistocene formation is characterized by layers of clay and mud, containing beds and lenses of fine sand, decayed organic matter, and many buried organic-rich, oxidized zones with calcareous and ferruginous nodules (USGS 2026a).

Soils

According to the Natural Resource Conservation Service (NRCS 2026), there are three soil units mapped within the survey area: Beaumont-Urban land complex, 0 to 1 percent slopes; China clay, 0 to 1 percent slopes; and China-Urban land complex, 0 to 1 percent slopes (Table 1).

Table 1. Soil Series Within the Survey Area

Soils	Symbol	Texture	Landform	Description
Beaumont-Urban land complex	BecA	Clay	Coastal plains	Very deep, poorly drained, very slowly permeable soils (65%) formed in clayey sediments derived from the Pleistocene-age Beaumont Formation. Slopes range from 0 to 1 percent. Minor component Urban land (35%) soils.
China clay	ChiA	Clay	Flat coastal plains	Very deep, somewhat poorly drained, very slowly permeable soils (90%) formed in clayey fluviomarine deposits derived from the Pleistocene-age Beaumont Formation. Slopes range from 0 to 1 percent. Minor components League (7%) and Beaumont (3%) soils.

Soils	Symbol	Texture	Landform	Description
China-Urban land complex	ChoA	Clay	Flat coastal plains	Very deep, somewhat poorly drained, very slowly permeable soils (65%) formed in clayey fluviomarine deposits derived from the Pleistocene-age Beaumont Formation. Slopes range from 0 to 1 percent slopes. Minor component Urban land (35%) soils.

Source: NRCS (2026)

HYBRID POTENTIAL ARCHEOLOGICAL LIABILITY MAP

The survey area was reviewed using Abbott's (2021) Beaumont District Hybrid Potential Archeological Liability Map (HPALM), a guide to archaeological potential related to geomorphology with a combined assessment of integrity of deposits and behavioral modeling in the Texas Department of Transportation's Beaumont District, which includes Jefferson County. These maps present the relative likelihood for National Register of Historic Places (NRHP)-eligible prehistoric archaeological sites to be preserved in the near surface (less than 3 feet) or at deeper levels in the mapped areas.

The Beaumont District HPALM shows the project is within HPALM Map Unit 2 (Figure 3, Figure 4, Figure 5). Map Unit 2 predicts a low shallow potential for archaeological deposits, and a moderate potential for deeply buried cultural materials. Surface survey with shovel testing and deep testing, if deep impacts are anticipated, is recommended.

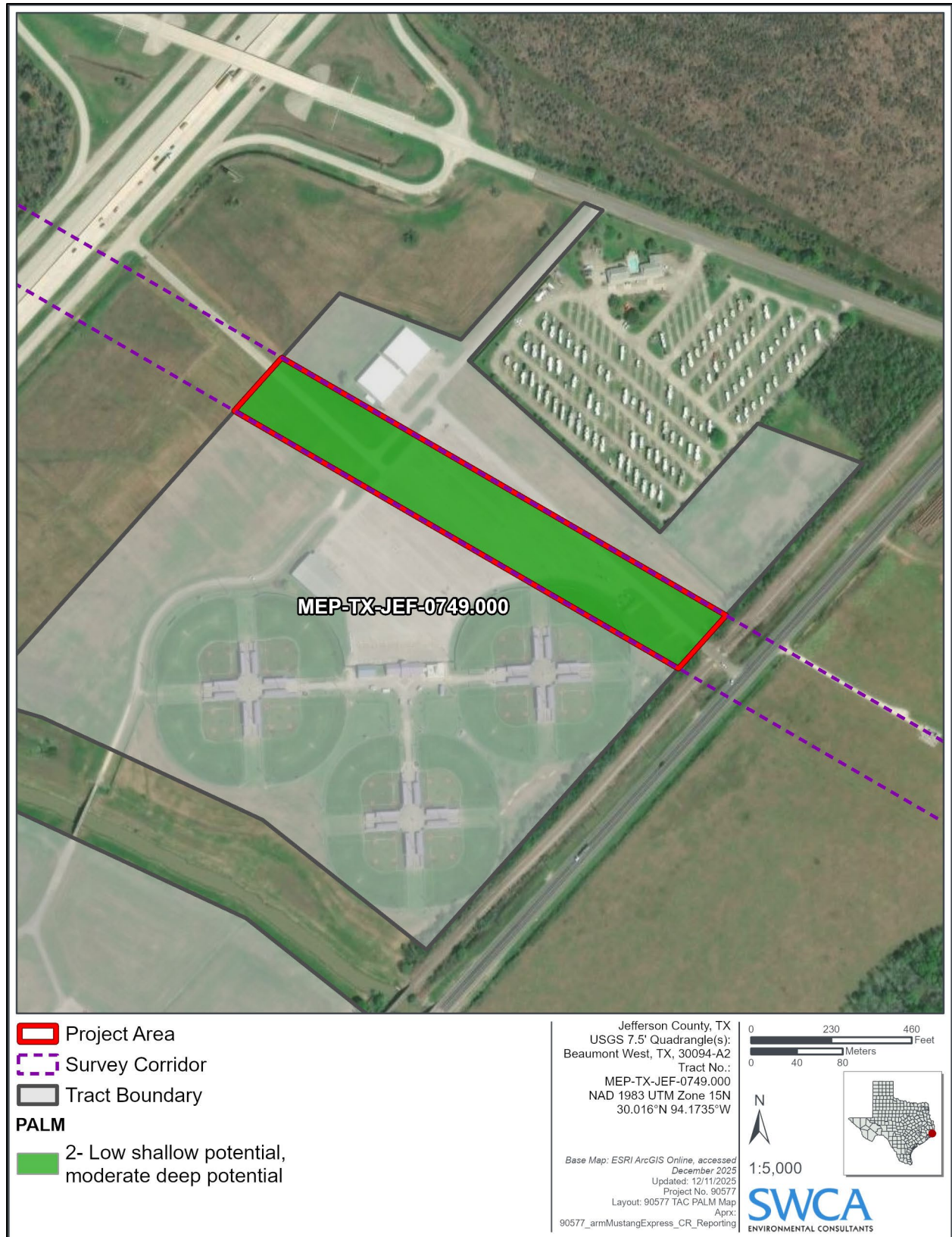


Figure 3. HPALM map results for MEP-TX-JEF-0749.000.

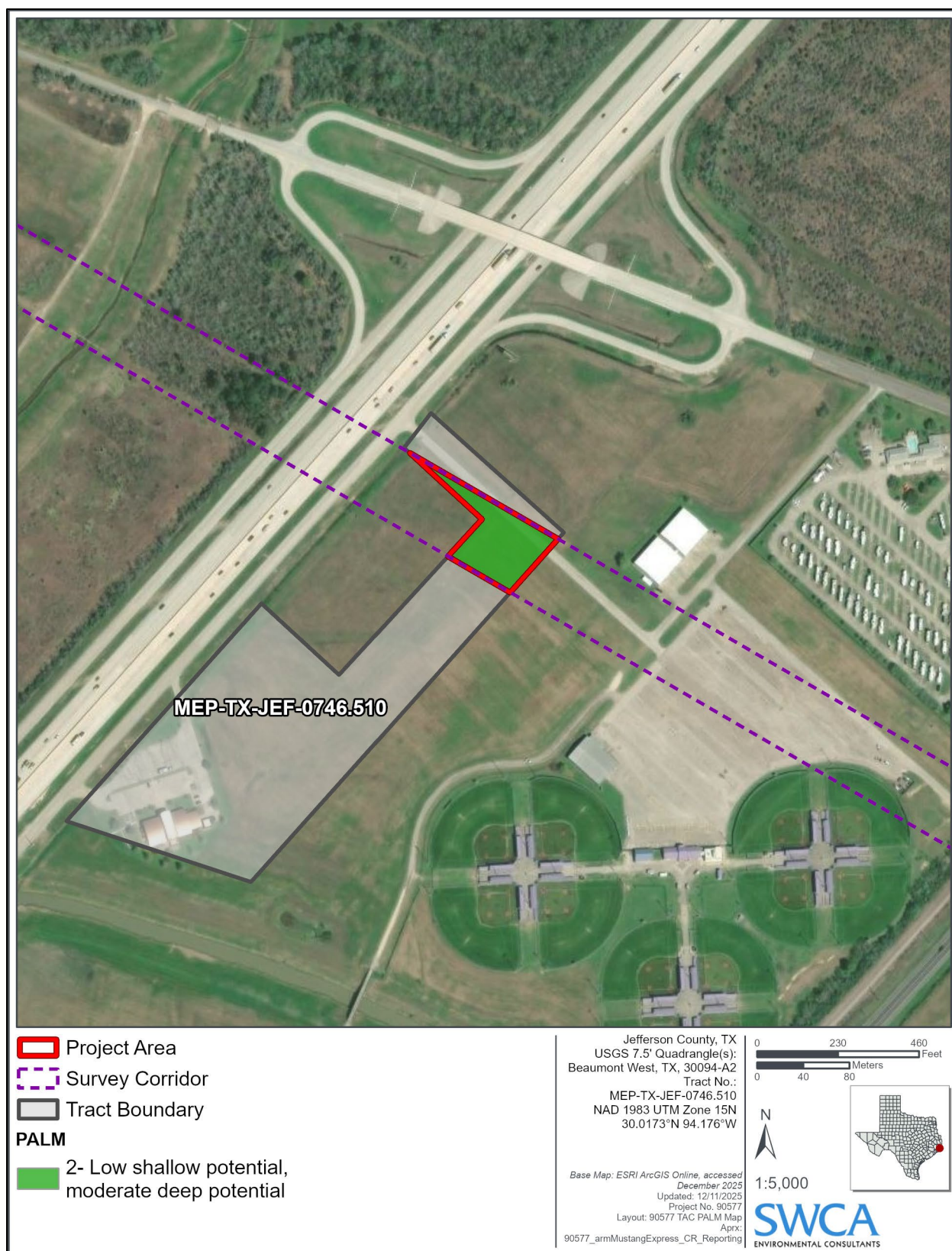


Figure 4. HPALM map results for MEP-TX-JEF-0746.510.

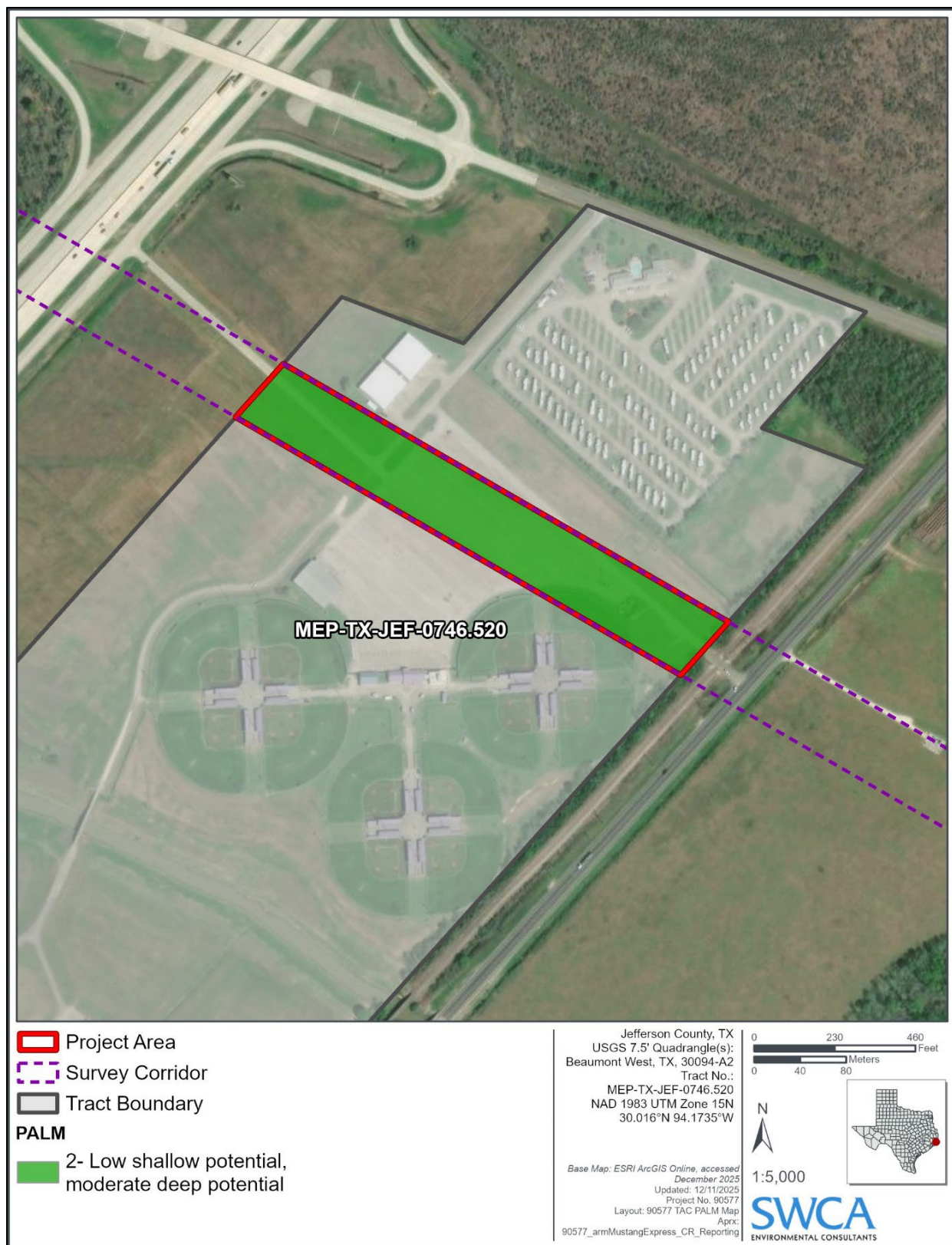


Figure 5. HPALM map results for MEP-TX-JEF-0746.520.

CHAPTER 3. CULTURAL SETTING

The project area is located within the Southeast Texas archaeological region (Perttula 2004). Southeast Texas is identified to include the upper Texas coast, from the Sabine River southwestward to the Brazos River delta, and including the adjacent inland coastal plain (Ricklis 2004).

PREHISTORIC CHRONOLOGY

The prehistoric cultural setting is divided into three primary periods: Paleoindian, Archaic, and Ceramic. The Protohistoric period bridges the gap to the historic period, with the arrival of Europeans to Southeast Texas. The following summary draws heavily from regional sources found in *The Prehistory of Texas* (Perttula 2004) and a comprehensive regional summary provided by Story (1990) in *The Archeology and Bioarcheology of the Gulf Coastal Plain*.

Paleoindian Period

In Southeast Texas, the Paleoindian period (ca. 11,500–8500 BP) is divided into Early (ca. 11,500–10,000 BP) and Late (10,000–8500 BP) subperiods (Perttula 2004:9). A Paleoindian site has not yet been excavated in Southeast Texas. Although Paleoindian points have been found in excavated contexts, these have been mixed with materials from later (Archaic) periods. Numerous Paleoindian artifacts, mainly projectile points, have been surface collected in the region. The scattered finds include projectile points representing both Early and Late Paleoindian manifestations. The earlier fluted point traditions are represented by Clovis and Folsom points. Clovis specimens date to ca. 11,500 BP across much of North America and tend to occur along major stream drainages. Later Paleoindian occupation is represented by San Patrice and Scottsbluff points that are found mainly along major streams (Ricklis 2004).

Folsom and Dalton points tend to occur only in the northern and north-central parts of the Southeast Texas region. A general picture of these early peoples has been reconstructed from a relatively scant record. Their high-mobility lifestyle depended on a diversity of food resources, including big game mammals. Population densities were low and social structure is hypothesized as relatively simple (Ricklis 2004).

Because no discrete Paleoindian components have been found or investigated in Southeast Texas, little can be said about these peoples except that they subsisted on some mix of hunting and gathering. Most of the recovered points are of a high-grade lithic material that is scarce or absent in Southeast Texas. This suggests the widespread movement of people and materials over long distances (Ricklis 2004).

Concurrent with the extinction of megafauna at the end of the Paleoindian period, the Archaic period is often distinguished by the development of a broad subsistence base and evidence of a more intensive exploitation of regionally specific plant and animal resources. This change in subsistence is marked by an adaptation in tool production to conform to new hunting techniques, food preparation, and related activities (Ricklis 2004).

Archaic Period

In Southeast Texas, the Archaic sequence is separate for inland groups (ca. 8000–1500 BP) and coastal groups (ca. 5000–2200 BP). For the inland groups the Archaic is generally defined by pre- or non-horticultural adaptations and pre-ceramic and pre-bow and arrow hunting technologies. Numerous Archaic sites have been found along inland stream courses in Southeast Texas. The Archaic components

at these sites are represented by various types of flaked stone dart points and other lithic tools. For coastal groups, the Archaic (ca. 5000–2000 BP) consists of shell midden sites (Ricklis 2004).

For inland groups, a typological cluster of expanded-stem types dominates the Early Archaic (before ca. 6000 BP). Included in this group are early side-notched and early stemmed forms and corner-notched points of the Keithville, Neches River, and Trinity types. These are followed by massively barbed points of the Bell/Calf Creek series, as well as unstemmed Tortugas points and stemmed Wells points (Ricklis 2004).

A variety of tool types from the Middle Archaic period are reported from Southeast Texas, including Yarbrough, Bulverde, Travis, and Pedernales in the western sector. The predominant types from the Late Archaic period are Kent and Gary, with Ensor and Godley points common in the western reaches of Southeast Texas (Ricklis 2004). A shift to the use of poorer quality and more local lithic resources in Late Archaic times suggests reduced group mobility and more tightly defined group territories (Story 1990). Several Middle to Late Archaic cemeteries have been reported from the coastal prairies of the western part of Southeast Texas. By the Late Archaic, cemeteries were an integral part of cultural behavior along the inland margins of the coastal prairies zone (Ricklis 2004).

Late Prehistoric/Ceramic Period

The Late Prehistoric, or Ceramic, period in Southeast Texas starts with the introduction of ceramics and the bow and arrow, with the appearance of small, light straight and expanded-stem stone arrow point types. The Late Prehistoric, or Ceramic, period of Southeast Texas is further divided into Early and Late subperiods.

The Early Ceramic subperiod is associated with the introduction of the bow and arrow and is represented by Scallorn arrow points. Early Ceramic sites along the Texas coast are mostly *rangia* middens found along secondary bay margins or riverine estuaries. Coastal Early Ceramic period sites are identified by the appearance of the contracting-stem Gary point type, and the introduction of Tchefuncte and Mandeville pottery (Ricklis 2004).

The Late Ceramic subperiod is marked by the appearance of the Toyah phase, or horizon, in inland areas as well as the Rockport phase on the central Texas coast. Characteristics of the Late Ceramic subperiod include the appearance of bison bone along with a lithic technocomplex of Perdiz arrow points, unifacial end scrapers, blade-core lithic technology, thin bifacial knives (often alternately beveled), and expanded base drills/perforators made from flakes and prismatic blades (Ricklis 2004).

During the Late Ceramic, grog-tempered ceramics and bone-tempered ceramics were introduced. Vessels continued to be simple bowls, jars, and constricted-neck ollas, but decorations became more elaborate. The decorated bands on rim exteriors tend to be wider than previous, with wider bands of horizontal incised lines under rims, as well as decorative subrim zone of vertical, oblique, and cross-hatched incised lines (Ricklis 2004).

Protohistoric Period

The Protohistoric period of Southeast Texas coincides with the earliest appearance of Euro-Americans on the upper Texas Gulf Coast (ca. AD 1500–1700). There is limited access to European goods, but essentially little change from the Late Prehistoric. Faunal assemblages are similar. The Perdiz point continues with the inclusion of bulbar stemmed, unstemmed round-based, and lozenge-shaped arrow points (Ricklis 2004).

HISTORIC CULTURAL SETTING

Landscape features have dictated human movement and subsistence patterns for thousands of years. Specifically, geographical influences during the Historic period confined settlements to riparian zones and limited farming to these areas. The larger rugged landscape was typically used for sheep, goat, and cattle ranching. These practices were introduced and promoted by the Spanish as part of their colonial agenda and many were carried through to the twentieth century, giving Texas a strong agricultural history dominating economic, social, and cultural patterns over the years (Freeman 1994). The Historic period begins when Europeans first entered the region.

The effects of European exploration and colonization were felt by these Indigenous groups across the region well before the first European explorers and missionaries physically appeared. Diseases introduced by the Spanish conquistadores in Mexico and later in what is now the United States spread across the continent, killing large numbers of Indigenous people who had no personal encounters with the Spanish (Perttula 1992:73–76).

Early Spanish Colonial Period (1630–1820)

The Spanish Colonial period (AD 1630–1821) can be characterized as the initial period of Aboriginal/European contact and European settlement in Texas. During this time, the central Gulf Coast of Texas was occupied by a group of tribes collectively referred to as the Karankawas. The Karankawas consisted of at least five independent tribes belonging to the same language group, including the Coco, Cujane, Guapite, Karankawa, and Copane (Aten 1983). This tribal group was highly nomadic and migrated seasonally between the mainland and the barrier islands. They did not employ horticulture and subsisted primarily on fish, shellfish, and plants, including pecans, prickly pear, and cattail roots (La Vere 2004).

The Karankawas were the first Texas Indians to have contact with European explorers as a result of the failed 1527 Panfilo de Narvaez expedition. According to the account of Cabeza de Vaca, two rafts carrying survivors of the expedition landed near Galveston Island, then occupied by the Karankawas at that time (Lipscomb 2020a). The tribe did not encounter Europeans again until February 1685 when the La Salle expedition established Fort St. Louis near Matagorda Bay. The French presence in Texas provoked a more hostile reaction from the Karankawas, who attacked the settlement in 1688. The French occupation also prompted a quick reaction from the Spanish who subsequently increased their exploration and settlement of the region (Lipscomb 2020a).

Throughout the mid-1700s, the upper Texas coast continued to be an area of contention between France and Spain. To establish a permanent foothold in the region and subdue the violent Karankawas, the Spanish established a series of missions throughout Southeast Texas. In 1756, the Nuestra Senora de la Luz Mission was founded near the present-day site of Wallisville. In the same year a military presidio, Agustin de Ahumada, was established on the east bank of the Trinity River; however, most Spanish settlements in the area were abandoned by the early 1770s (Kleiner 2020b).

The 1763 Treaty of Paris clearly placed the Louisiana Territory west of the Mississippi River within the Spanish realm. However, due to a lack of resources and colonists, Louisiana was ceded to France in 1800 and subsequently sold to the United States (Kleiner 2020b). At this time, the native population had declined rapidly due to conflict and disease; small surviving bands are thought to have assimilated into nearby tribes like the Caddo or Alabama-Coushatta or simply went extinct (Newcomb 1961).

Mexico and the Republic of Texas (1821–1845)

The beginning of the nineteenth century proved difficult for Spain. The Napoleonic wars left the country in an economic and political crisis, which was greatly felt in the territories of New Spain. After years of struggle, threats from the United States to the north and east, and the breakdown of government organization, Mexico finally gained its independence in 1821 (de la Teja 2018). Mexico attempted to create a more populated buffer state in Texas in an effort to protect against encroachments by the nascent United States of America (de la Teja 2018). To this end, Mexican officials invited colonization of Texas, doling out land to farmers and ranchers and deferring payment for several years (Henderson 1928). These policies also continued the Spanish system of *empresarios*, by which land agents could obtain large grants of lands that could then be separately divided instead of individual families petitioning the Mexican authorities.

Anglo-American settlement began in earnest after 1824 when Stephen F. Austin received the first official colonization grant from the Mexican government to bring 300 Anglo settlers into the area. Of Stephen F. Austin's original 300 colonists, 142 families were issued land grants in the area that is now Brazoria County (Kleiner 2020b). The same year, 29 families received land titles in current Harris County and settled along Buffalo Bayou, the San Jacinto River, and the San Jacinto Estuary (Henson 2021). In 1827, Austin received permission to settle 300 more families within 30 leagues of the coast in areas where settlement had previously been forbidden by the Mexican government (Kleiner 2020b). The area around Houston was not initially included in any *empresario* grant, but petitions from new colonists soon had the area added to Stephen F. Austin's grant (Henson 2021).

A majority of the *empresarios* and colonists were Anglo-American and white settlers (Henderson 1928). Slavery was allowed within Mexico, until it was banned by President Guerrero in 1829; however, Texas was specifically exempted (De León and de la Teja 2023). Despite this favorable treatment, suspicions of the increasingly Anglo-American character of Texas and the increasing power and autonomy of Anglo-Americans in Texas led to pushes by the Mexican central authorities under General Santa Ana to revoke the colonization laws and promote a general trend of de-federalization of political control (De León and de la Teja 2023). Fears of U.S. incursion led the Mexican government to pass the "Law of April 6, 1830," which was intended to stop further colonization efforts by the Americans and assist in the colonization by Mexicans. Several provisions of the law dictated the building of new forts and the collection of customs duties from U.S. imports. Tensions rose between the Mexican administrators of the area and local Texians, and Fort Velasco became the center of the first conflict between the Texas revolutionaries and Mexican soldiers. As a result of this conflict, the Mexican army was forced to surrender and abandon the fort.

The animosity between the Texians and the Mexican government came to a head in 1835 and 1836 during the Texas Revolution. Most battles occurred west of the survey corridor. The Texas Revolution ended at the Battle of San Jacinto, just east of present-day Houston, where the Texian forces defeated the Mexican army and officially established Texas' independence from Mexico on April 21, 1836.

The Republic of Texas began with the Convention of 1836 on March 1, 1836, and the Battle of San Jacinto on April 21, 1836, where the Texians won their independence from the Mexican government (Nance 2025). General Antonio López de Santa Anna and the other Mexican prisoners were taken to Velasco where on May 14, 1836, Santa Anna signed the Treaty of Velasco in which Texas was officially made free from Mexican control.

Republic of Texas and Pre-Civil War

The next several months would prove challenging for the new government and Texas settlers. In March 1836, news of the fall of the Alamo reached settlers quickly. As Sam Houston retreated in late March, settlers followed, creating a large-scale exodus out of Texas. Known as the “Runaway Scrape,” the flight out of Texas continued at a steady pace until the decisive Battle of San Jacinto in late April 1836.

After Houston’s victory at San Jacinto, settlers slowly began to make their way back to their farms and ranches, only to find missing cattle and damaged property (Covington 2016). By late 1836, Texas had defeated Mexico, created a new constitution, and elected a new executive, judicial, and legislative staff. Sam Houston led the new Republic of Texas as president, and Stephen F. Austin acted as secretary of state. The new government worked quickly to create the Texas postal system, create an organized militia, and establish the Republic of Texas boundaries. Sam Houston also worked with land grant issues and settlers’ rights. By the end of the Texas Revolution, Texas had over 251,000,000 acres of land as public domain. This land was not only used to support public works in the new Republic of Texas, but also to encourage further settlement.

Generous grants were provided to veterans of the war. Land grants of 1,280 acres for heads of family and 640 acres for single men were offered to settlers arriving in Texas in 1836 and 1837. New settlers were required to live in Texas at least 3 years to receive their land title (Nance 2025). Texas also attempted to sell land to new settlers well below the going rate at the time. Due to organizational trouble with grants and sales, the first homestead law went into effect in 1839. This law granted 50 acres or one town lot to every citizen or head of family (Nance 2025).

Relations between the Republic of Texas and Indigenous groups vacillated depending on the administration. Sam Houston, who had spent several years among the Cherokee in his youth and later in his adulthood, made several overtures towards peace with Indigenous groups, including the Comanche, but the congress refused to ratify the treaty (Lipscomb 2020b). However, his efforts to establish peaceful relations with several tribes helped relieve the fledgling republic of the difficulty of fighting many small wars while dealing with Mexico. His successor, Mirabeau Lamar, took a different tack and instituted aggressive policies against Indigenous groups, which cost the republic in treasure and blood. When Houston was reelected, he brought back a conciliatory approach to Indigenous group relations, and by the time Texas was annexed into the United States, there was general peace between the republic and the tribes (Nance 2025).

For a new, small, and relatively poor nation, protection and recognition by foreign nations was vitally important. Annexation by the United States had always been one distinct possibility for Texas, and one that was promoted by Sam Houston during his first term as president (Nance 2025). By the 1844 United States presidential election, the question of Texas annexation was also on the front of the United States’ national mind. The election of expansionist President James K. Polk was taken as a good sign of the desire of the United States to include another slave state in the nation, and Texas President Anson Jones pushed for Texans to vote on the issue (Nance 2025).

Antebellum Texas and the United States (1845–1861)

In December 1845, Texas became part of the United States. The offer was generous; Texas would become a slave state, instead of a territory, and would retain the ability to keep public lands and debts. Texas would also have the capability to divide into four additional states, if needed, and the U.S. Navy would offer protection along the Gulf Coast (Campbell 2023; Nance 2025). New statehood created a flurry of activity and settlement.

During the early to mid-1800s, the Brazos River in Brazoria County was the chief passage for immigration, communication, and commerce from the Gulf. Small boats regularly navigated as far as East Columbia, and custom houses were located at Brazoria and Velasco. By 1840, the port of Houston had begun to draw commercial interests away from the Brazos; however, a canal that linked the Brazos to West Galveston Bay was completed by the Galveston and Brazos Navigation Company in 1857 to ship freight and passengers (Kleiner 2020a).

Other transportation in the period was provided by the Houston Tap and Brazoria Railroad, built to connect East Columbia with Houston and the Buffalo Bayou, Brazos and Colorado Railroad (Kleiner 2021). Completion of the railroad in 1860 improved market prices in the region; however, steamboat and overland passages continued to provide more reliable trade routes.

Until the early twentieth century, transportation and circulation routes in Texas remained rudimentary and disconnected. Spanish Colonial roads took advantage of existing Indigenous trails, initially to access interior portions of the territory. Later, settlers from the United States and other European countries continued to use established trails and created new ones as they entered the region. By the early to mid-nineteenth century, most of the roads in Texas were created by sustained use and ease of access rather than by design (Wallace 2008).

Efforts to create a coherent transportation system began in the first years of the Republic of Texas. The young Republic of Texas created a Commissioner of Roads and Revenue along with the Texas Rail Road Navigation and Banking Company (Wallace 2008; Werner 2017). Lack of funds plagued both, leaving existing roads in poor condition, with no hope for the establishment of new circulation systems. Road development and maintenance responsibility fell primarily to the counties, which appointed a local overseer and crew. This group of selected men, usually composed of local landowners, rotated every few months. Therefore, road building in the early years of the Republic of Texas, and through the rest of the nineteenth century, was primarily a local endeavor shared by the community.

True progress for roads came about due to the California Gold Rush (ca. 1850). During that time, Texas functioned as a staging ground for thousands heading west to California on the news of the discovery of gold. Routes also existed through Arkansas and Missouri, but Texas offered warmer weather, and thus an earlier start date. Texas also had an established trail system, which was mapped during the Mexican American War, and a recently created military route running from San Antonio to El Paso (Wallace 2008). Due to the influx and movement of people across the state, new webs of connection were established, linking town sites and settlements. The condition of these trails and roads would remain in poor condition for years to come, with upkeep in the hands of local governments (Wallace 2008). The first rail system in Texas was built in the 1850s, connecting Houston to Cypress; however, true progress on this front would not be seen until the reconstruction years following the Civil War (Werner 2017).

Civil War and Reconstruction (1861–1899)

Texas was a divided state as the Civil War began in 1861. The antebellum economy of southeastern Texas relied heavily upon slave labor, and as such, residents voted overwhelmingly in favor of secession. Although Governor Sam Houston opposed any step that might lead Texas to break from the Union that he had fought so hard to join, Texans voted to secede from the United States in February of 1861 (Wooster and Wooster 2015). Local companies were organized for the Confederate army and many citizens joined the Texas Calvary (Kleiner 2020a). Up to 90,000 Texans served in the Confederate forces, mostly fighting outside the state boundaries. Limited fighting occurred within Texas, limited to the coastal regions of Texas.

In April of that year, a naval Union blockade was established along the Texas coast. Confederate blockade runners operated along the coast, but the Union blockade severely damaged the local economy by restricting foreign trade (Kleiner 2020a, 2020b). Although some cotton was shipped overland to Mexico, the loss of profit from key cash crops brought increasing hardships to the region. As a result of the Union presence in Texas, numerous plantations were destroyed, and emancipation caused agricultural production to decline sharply.

Recovery following the Civil War was slow, with principal agricultural exports dropping to a fraction of their pre-war totals. After the war, many freedmen worked for their former masters or started small farms. By the late 1870s, livestock, lumber, and shipping industries had recovered significantly, owing in part to railroad expansion and improvements, and utilization of the Houston Ship Channel (Henson 2021). However, significant agriculture did not develop again until after 1890 (Henson 2021; Kleiner 2020b).

LATE NINETEENTH AND TWENTIETH CENTURIES

After 1880, rail transportation in the region increased significantly, principally following the introduction of the Texas and New Orleans Railroad Company (now the Southern Pacific Transportation Company) in 1860, linking Houston to Orange. This railroad was later linked to Louisiana and Western Railroad through service to New Orleans in 1881. By 1881, service had also been reestablished by the East Texas Railway, which was renamed the Sabine and East Texas, and later became part of the Texas and New Orleans (Kleiner 2020a, 2020b, 2021). With the construction and organization of irrigation plants in the region, rice cultivation quickly grew in prominence in the early twentieth century. Agricultural innovations, including the E. W. Boyt prototype, combining rice cultivation and cattle grazing, were promoted throughout the region (Kleiner 2020a, 2020b, 2021).

Oil exploration in the early twentieth century generated a population boom in the region, particularly with the Spindletop Oil Field opening in 1901 (Kleiner 2021). Spindletop transformed Beaumont into a major industrial center. Refineries were built in Port Arthur, Port Neches, and Beaumont. During World War I shipbuilding increased, and the Magnolia Petroleum Company refinery on the Neches at Beaumont played an active role as a supplier for the war. At the time of World War II, the Gulf refinery was the fourteenth largest refinery in the world, and it, along with the seaport, maintained Beaumont's healthy economy during this tumultuous time (Kleiner 2021). In addition to these industries, agricultural revenue derived from exports of corn, rice, cotton, livestock, and timber accounted for a significant portion of the local economy (Kleiner 2020a, 2020b, 2021).

In modern times, the region's economy continues to center around the shipping, agricultural, lumber, and petroleum industries. However, a downturn in the oil market in the early 1980s led to a depression of petrochemical activities and caused a stagnation in population growth of the region that continues today (Isaac 2023).

CHAPTER 4. BACKGROUND REVIEW

The background review consisted of a cultural resources and environmental literature review of the survey area. An SWCA archaeologist reviewed the corresponding USGS 7.5-minute quadrangles on the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the THC and the Texas Archeological Research Laboratory, for any previously recorded surveys and historic or prehistoric archaeological sites located in or within 0.6 mile (1.0 km) of the survey area (THC 2026). In addition to identifying previously recorded archaeological sites, the Atlas review includes the following types of information: NRHP properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Registered Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys. The Texas Historic Overlay, historical maps, aerial photographs, geological maps, and the NRCS Web Soil Survey were also examined for historical and environmental information related to the project area.

Listings in the Atlas are limited to projects under purview of the Antiquities Code of Texas or the NHPA of 1966; therefore, all previous work conducted in an area may not be available. Additionally, there is often some delay between the time sites are identified and when they are submitted to and/or included in the Atlas. As such, more recently identified site data may not be available at the time of the review.

PREVIOUS INVESTIGATIONS

The background review revealed that at least one cultural resources survey has been conducted within 1.0 km (0.6 mile) but does not intersect the proposed project area (Atlas No. 8500060431) (Figure 6). In 2011, SWCA conducted a survey 0.07 km (0.4 mile) southeast and 0.43 km (0.27 mile) northwest of the proposed project area on behalf of Exp Energy Services Inc. and TransCanada Keystone Pipeline, LP, for a 5.1-mile pipeline. Seven cultural resources were identified or revisited during that survey, but none were located in the County of Jefferson properties (THC 2026).

PREVIOUSLY IDENTIFIED CULTURAL RESOURCES

The background review revealed that no cultural resources have been previously identified within the survey area, and one archaeological site is located within 1.0 km (0.6 mile) of the survey area (see Figure 6). Site 41JF66 is a farmstead with four structures located 0.23 km (0.14 mile) east of the survey area (THC 2026). No NRHP properties, cemeteries, recorded historic trails, or recorded historic roads are within 1.0 km (0.6 mile) of the survey area.

Historical Documentation Review

SWCA performed a historical documentation review to determine if any historic-age resources or potential historical structures are located within the survey area. To conduct the historical documentation review, an SWCA archaeologist examined the historical topographic maps available on the USGS TopoView website (USGS 2026b) and historical aerial imagery contained on the Historic Aerials website (Nationwide Environmental Title Research [NETR] 2026) and Google Earth (2026). SWCA reviewed historical maps dated from 1932 through 2022 and aerial imagery from 1930 to 2022.

Historically, the area has been primarily used for agricultural purposes. The 1954 topographic map shows Highway 124 to the southeast of the survey area (USGS 2026b). The 1960 map shows the Gulf Colorado and Sante Fe Railroad to the southeast and construction of Interstate 10 to the northwest (USGS 2026b). No buildings, structures, or other development is evident within the project area in the historical maps. The earliest available aerial imagery (1930) depicts the area as an agricultural field with Fannett Road and the Gulf Colorado and Sante Fe Railroad to the southeast (NETR 2026). Interstate 10 is shown in the

1970 aerial image, but the area remains an agricultural field (NETR 2026). No development occurs in the project area until 2004 with the construction of the SE Texas Sports Academy Baseball-Softball fields and parking lot, followed by the D-BAT Beaumont batting cage center in 2016 (Google Earth 2026; NETR 2026).

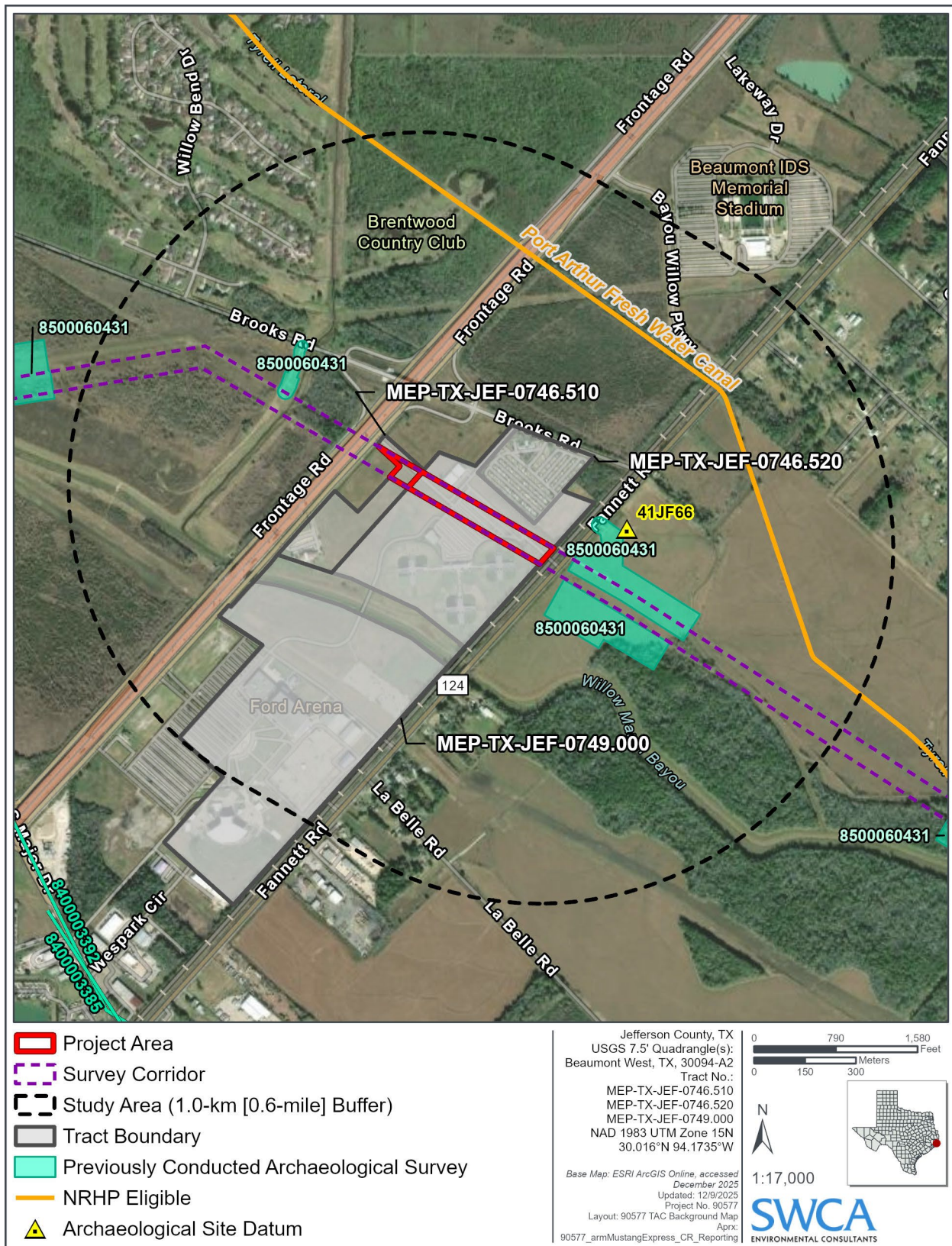


Figure 6. Previous surveys and cultural resources within 1.0 km (0.6 mile) of the project area.

CHAPTER 5. FIELDWORK METHODOLOGY

SWCA conducted an intensive cultural resources survey of the approximately 7.88-acre (3.19-ha) survey area associated with lands owned by the County of Jefferson. The survey was of sufficient intensity to determine the nature, extent, and significance of any cultural resources located within the project area. The survey met all THC-approved CTA minimum archaeological survey standards for such projects, with any exceptions thoroughly documented. The field survey consisted of SWCA archaeologists walking the proposed project area and examining the ground surface and erosional profiles, augmented by subsurface shovel testing, to identify cultural resources.

PEDESTRIAN SURVEY AND SHOVEL TESTING

During the survey, archaeologists examined the ground surface and eroded profiles for cultural resources. Shovel testing was the general method of subsurface exploration utilized during the survey. Therefore, shovel testing was conducted within the project alignment, access roads, and any other ancillary locations, where deemed necessary. The utilization of shovel tests was keyed to the level of disturbance within the area and the nature of the soils, geology, and topography.

Shovel tests were systematically excavated within the survey corridor per CTA survey standards. Accordingly, transects were spaced no more than 30 m (98 feet) apart with a minimum of 16 shovel tests excavated per transect per mile. The survey corridor is 200 feet (61 m) wide, requiring two survey transects.

Shovel tests were 30 cm (12 inches) in diameter and excavated in 20-cm (8-inch) arbitrary levels to 80 cm (31.5 inches) in depth, to culturally sterile deposits, whichever came first. The matrix was screened through ¼-inch (6-millimeter) hardware mesh. The location of each shovel test was plotted using a GPS receiver, and each test was recorded on appropriate project field forms. Soils were described following Schoeneberger et al. (2012) and the Wetland Training Institute, Inc. (2017) guidelines.

Geoarchaeological review of the project alignment did not identify any crossings that warranted deep testing by backhoe trenching. Construction and maintenance of the pipeline would include only temporary visual impacts; therefore, no historic structures survey was warranted.

ARCHAEOLOGICAL SITE RECORDING

If archaeological materials are identified within the survey area, the site is explored as much as possible with consideration to land access constraints. Archaeologists assess any discovered sites in regard to potential significance so that recommendations can be made for proper management (avoidance, non-avoidance, or further work). SWCA conducts additional shovel tests per THC-approved CTA standards to define horizontal and vertical boundaries for each site. Shovel tests are placed at 15-m (49-foot) intervals along a single cruciform. At least two negative shovel tests must be excavated past the last positive shovel test to define the site boundaries. For sites extending more than 90 m (295 feet) in any direction from the initial cruciform, an additional lateral transect is added to provide additional site definition. All sites are minimally delineated with nine shovel tests and are fully recorded. During reporting, sites with fewer than four artifacts within a 30-m (98-foot) radius are considered isolated finds and a trinomial is not sought for the site.

Appropriate site data forms are filled out for each site discovered during the investigation. A detailed plan map of each site is produced, and site locations are plotted on USGS 7.5-minute topographic maps and relevant project maps. Site data is then submitted to the TexSite Database using the TexSite 3.0 program.

Had any cultural resources been identified during the course of the investigation, they would have received a preliminary assessment of eligibility for the NRHP (National Park Service 1995).

CURATION

Per Antiquities Code of Texas guidelines, any documents and artifacts recovered from the permitted portion of the project would have been curated at an approved curatorial facility. In this case, a non-collection survey was carried out and no exceptionally rare artifacts or artifacts were encountered; therefore, no artifacts will be curated, and the project documentation will be curated at the Center for Archaeological Research at the University of Texas at San Antonio (CAR-UTSA). Records, files, field notes, forms, documentation of artifacts, and other required documentation will be archived and included in the curation package, according to CAR-UTSA guidelines.

CHAPTER 6. RESULTS OF FIELD INVESTIGATION

On February 19, 2026, SWCA conducted an intensive cultural resources investigation along portions of the proposed project within properties owned or managed by the County of Jefferson in Jefferson County, Texas. This included areas within the regulatory boundaries of the USACE Galveston District (Figure 7).

PEDESTRIAN SURVEY AND SHOVEL TESTING

During the current investigation, SWCA surveyed a total of 0.34 mile (0.55 km) within a 200-foot-wide (61-m-wide) survey corridor encompassing approximately 7.88 acres (3.19 ha) of land owned by the County of Jefferson.

The general setting of the survey area can be characterized as an undeveloped grassy field on the northwest end abutting a baseball complex on the southeast end with baseball fields, associated structures, parking lot, and roads (Figure 8, Figure 9). The survey area is situated between an Interstate 10 frontage road on the northwest and the Tyrell Lateral, Burlington Northern Santa Fe Railway, and Fannett Road on the southeast. The survey area has been disturbed by the construction of the baseball complex and parking lot, two previous pipeline corridors, roads, and an electrical box (Figure 10).

The archaeological survey included the excavation of five shovel tests within the survey area. All five shovel tests were negative for cultural materials (Table 2). Another six shovel tests could not be excavated due to their location in a paved parking lot, developed baseball field, or paved road. A typical shovel test exhibited one to two soil levels and were terminated at 20 to 65 cmbs due to disturbed or sterile soil (Figure 11). The first soil level was grayish brown (10YR 5/2) to dark gray (10YR 4/1) clay that was sticky, dense, and plastic with up to 25% mottling of strong brown (7.5YR 4/6) or grayish brown (10YR 5/2). Two of the shovel tests displayed disturbance with a mix of red, gray, and yellow clay and up to 25% gravel and asphalt inclusions. Where present, the second soil level was gray (10YR 5/1) to very dark gray (10YR 3/1) clay that was angular and plastic with up to 55% mottling of various colors, particularly pale brown (10YR 6/3) to brownish yellow (10YR 6/6), and up to 20% iron oxide staining and concretions.

Table 2. Shovel Test Log for County of Jefferson Properties

Shovel Test No.	Level	Depth (cmbs)	Result*	Munsell	Texture	Description / Comments	Termination
A-001	1	30	N	10YR 4/1	Clay	Grassy field between highway and baseball fields. Sticky, dense clay; water seepage; 5% rootlets. GSV = 0%.	–
A-001	2	55	N	10YR 3/1	Clay	Grassy field between Hwy and baseball fields. Dense, compact clay. Damp. 5% iron concentrations. GSV = 0%.	Sterile Subsoil
A-002	1	20	N	10YR 5/2	Clay	Grassy field along I-10 and baseball fields. Offset to be farther from unknown fallout/sink hole. Disturbed by unknown construction: pale gray and yellow construction clay, asphalt chunk, and gravel. 20% gravel and asphalt. GSV = 0%.	Disturbance

Intensive Cultural Resources Investigations of the Mustang Express Pipeline Project Within County of Jefferson Properties in Jefferson County, Texas

Shovel Test No.	Level	Depth (cmbs)	Result*	Munsell	Texture	Description / Comments	Termination
A-003	1	–	NE	–	–	Unexcavated, in paved parking lot. GSV = 0%.	–
A-004	1	–	NE	–	–	Unexcavated, in paved parking lot. GSV = 0%.	–
A-005	1	–	NE	–	–	Unexcavated in developed baseball field. GSV = 0%.	–
A-006	1	25	N	10YR 4/1	Clay	Grassy field between baseball field and train tracks. Pipeline corridor. Compact. Red and gray construction clay. 25% gravel and clays. GSV = 0%.	Disturbance
B-002	1	30	N	10YR 4/1	Clay	Open field. Angular, plastic, moist. GSV = 0%.	–
B-002	2	65	N	10YR 5/2	Clay	Open field. Angular, wet, plastic, sticky. 20% iron oxide. GSV = 0%.	Sterile Subsoil
B-003	1	30	N	10YR 4/2	Clay	Grassy area. Friable, moist. GSV = 0%.	–
B-003	2	60	N	10YR 5/1	Clay	Grassy area. Friable, moist, firm, angular, and plastic. 10% iron oxide staining. GSV = 0%.	Sterile Subsoil
B-004	1	–	NE	–	–	In parking lot. GSV = 0%.	–
B-005	1	–	NE	–	–	In parking lot. GSV = 0%.	–
B-006	1	–	NE	–	–	In road. GSV = 0%.	–

*N = negative; NE = not excavated

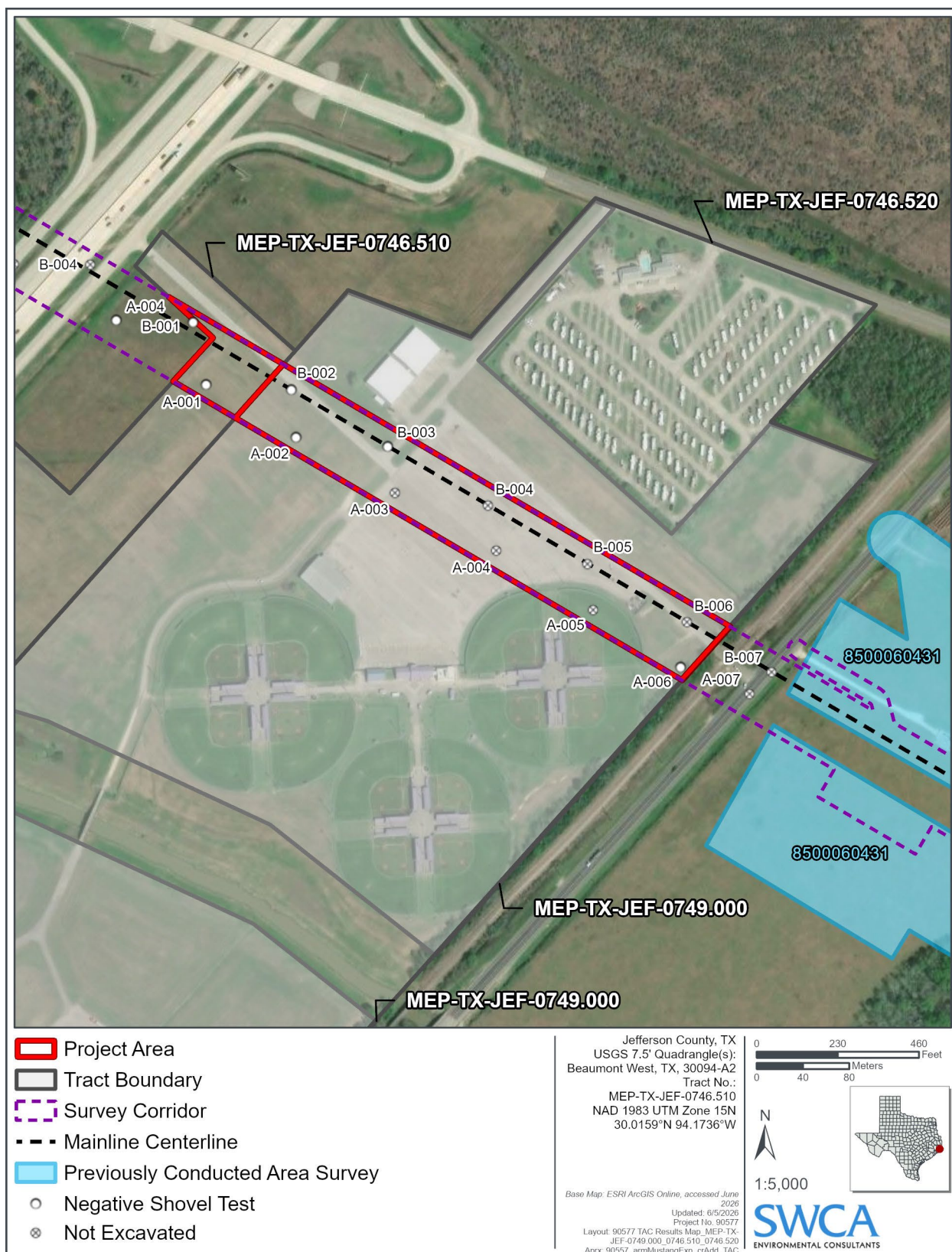


Figure 7. Cultural resources survey results map.



Figure 8. Overview of baseball complex, parking lot, and pipeline, facing south.



Figure 9. View of baseball field, facing southeast.



Figure 10. View of electrical box, facing northeast.



Figure 11. Typical shovel test in County of Jefferson properties, ST A-001, plan view.

CHAPTER 7. SUMMARY AND RECOMMENDATIONS

On behalf of MEP, SWCA conducted an intensive cultural resources survey of portions of the proposed Mustang Express Pipeline Project located within County of Jefferson properties in Jefferson County, Texas.

MEP proposes to construct approximately 241 miles (387.8 km) of proposed natural gas pipeline and associated facilities, including mainline and lateral pipelines ranging from 24 to 42 inches in diameter, three compressor stations, interconnects, meter stations, mainline valves, and supporting access roads (project area). The proposed pipeline intersects three properties owned or managed by the County of Jefferson (MEP-TX-JEF-0749.000, MEP-TX-JEF-0746.510, and MEP-TX-JEF-0746.520). The total proposed pipeline within the County of Jefferson properties measures 0.34 mile (0.55 km) in length, totaling approximately 7.88 acres (3.19 ha) of pipeline corridor and workspace. As the County of Jefferson is a political subdivision of the State of Texas, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (9 Texas Natural Resources Code 191) and accompanying Rules of Practice and Procedure (13 Texas Administrative Code 26). All work was done in compliance with the Antiquities Code of Texas, under Texas Antiquities Permit No. 32751. All investigations were conducted in accordance with the THC and CTA standards.

Work was also conducted in support of MEP's application requirements for a USACE Section 404 of the Clean Water Act permit in the USACE Galveston District (USACE File No. SWG-2025-00589) in accordance with 33 CFR 325, Appendix C (Processing Department of Army Permits: Procedures for the Protection of Historic Properties; Final Rule 1990; with current Interim Guidance Documents dated April 25, 2005, and January 31, 2007), and Section 106 of the NHPA (16 USC 470) and its implementing regulations (36 CFR 800).

The general setting of the survey area can be characterized as an undeveloped grassy field on the northwest end abutting a baseball complex on the southeast end with baseball fields, associated structures, parking lot, and roads. The survey area is situated between an Interstate 10 frontage road on the northwest and the Tyrell Lateral, Burlington Northern Santa Fe Railway, and Fannett Road on the southeast. The survey area has been disturbed by the construction of the baseball complex and parking lot, two previous pipeline corridors, roads, and an electrical box.

During investigations on February 19, 2026, SWCA surveyed a total of 0.34 mile (0.55 km) within a 200-foot-wide (61-m-wide) survey corridor totaling approximately 7.88 acres (3.19 ha). The background review revealed that one previously conducted survey is documented within 0.6 mile (1.0 km) of the survey area. This previous survey does not intersect with the proposed project area. No neighborhood surveys have been completed within 0.6 mile (1.0 km) of the survey area. The background review revealed that no cultural resources have been previously identified within the survey area, and one archaeological site is located within 0.6 mile (1.0 km) of the survey area. No NRHP properties, cemeteries, recorded historic trails, or recorded historic roads are within 0.6 mile (1.0 km) of the survey area.

The cultural resources survey included the excavation of five shovel tests within the survey area. All five shovel tests were negative for cultural resources (Figure 2). Another six shovel tests could not be excavated due to their location in a paved parking lot, developed baseball field, or paved road. As a result of the current investigation, no resources subject to Section 106 consideration were identified.

In accordance with the Antiquities Code of Texas, 33 CFR 325 (Appendix C), and Section 106 of the NHPA (36 CFR 800.4), SWCA has made a reasonable and good faith effort to identify historic properties within the investigated portions of the Mustang Express Pipeline Project within County of Jefferson

properties. Based on the results of these investigations, SWCA recommends a finding of NO HISTORIC PROPERTIES AFFECTED (per 36 CFR 800.4(d)(1)). Per requirements of the Antiquities Code of Texas, project documentation for the portion of the Mustang Express Pipeline Project within the County of Jefferson properties will be curated with the CAR-UTSA.

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