Special, 9/22/2026 10:30:00 AM

BE IT REMEMBERED that on September 22, 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 (ABSENT)

Absent

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

Honorable Zena Stephens, Sheriff (ABSENT)

Absent

Honorable Roxanne Acosta-Hellberg, County Clerk

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

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 September 22, 2026

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **22nd** day of **September 2026** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

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

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

9:45 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.

10:00 a.m. - Announcement of a Workshop to receive and consider information from Harvey Zernial, President & CEO of Southeast Texas Food Bank.

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

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

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

PLEDGE OF ALLEGIANCE: Brandon Willis, Commissioner, Precinct One

PURCHASING:

(a).Receive and file bids for Invitation for Bid (IFB 26-043/CG), Term Contract for Larvicidal Oil for Jefferson County Mosquito Control.

SEE ATTACHMENTS ON PAGES 19 - 191

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

(b).Consider and approve, execute, receive and file renewal for (IFB 22-046/MR), Term Contract for Trash and Biomedical Waste Container Service for Jefferson County for a fourth and final (1) one-year renewal with Republic Services of Beaumont from September 30, 2026 to September 29, 2027.

SEE ATTACHMENTS ON PAGES 192 - 192

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

(c).Consider and approve, execute, receive and file renewal for (IFB 22-052/MR), Term Contract for Dust Suppressant for Jefferson County for a fourth and final (1) one-year renewal with Base-Seal International, Inc., from October 07, 2026 to October 06, 2027.

SEE ATTACHMENTS ON PAGES 193 - 193

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

(d).Consider and approve, execute, receive and file renewal for (RFP 25-035/CG), Emergency Debris Monitoring Services for Jefferson County for a first (1) one-year renewal with Tetra Tech, Inc., from October 13, 2026 to October 12, 2027, with price adjustments to the hourly rates based on the CPI-U as shown in Attachment A; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

SEE ATTACHMENTS ON PAGES 194 - 197

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

(e).Consider and approve, execute, receive and file renewal for (IFB 23-054/MR), Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County for a third (1) one-year renewal with Ferguson Enterprises, Global Equipment Company, HD Supply Facilities Maintenance, Ltd., ICS Jail Supply, Interboro Packaging, Sanitary Supply Company, and Unipak Corp. from October 07, 2026 to October 06, 2027.

SEE ATTACHMENTS ON PAGES 198 - 204

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

(f).Consider and possibly approve, Change Order #1 to Request for Proposal (RFP 18-041/JW) Grant Administration and Management Services (Infrastructure) for Community Development Block Grant – Disaster Recovery Program for Jefferson County with the GMJ in the amount of $57,631.00 for grant administration services provided during the extended duration of the CDBG-DR Home Buyout/Acquisition Program the bringing the total amount from $267,280.00 to $324,911.00, contingent upon the GLO's approval as allowable grant administration fees.

SEE ATTACHMENTS ON PAGES 205 - 205

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

(g).Consider and approve award, execute, receive and file Change Order #1 for Request for Proposals (RFP 21-050/DC), Grant Administration for American Rescue Plan Act 2021 for Jefferson County with Tidal Basin Government Consulting, LLC; in the amount of $184,455.00 for work performed under Exhibit A in the change order and a correction to an earlier invoice, bringing the total amount from $750,000.00 to $934,455.00. This Change Order also extends the contract through December 31, 2027 pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

SEE ATTACHMENTS ON PAGES 206 - 209

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

(h).Consider and approve, execute, receive and file an Agreement (26-057/MR) with eSkill from October 1, 2026 through September 30, 2027 in the amount of $10,000.00 for pre-employment skills testing for Human Resources. This has been approved by the MIS Department.

SEE ATTACHMENTS ON PAGES 210 - 219

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

(i).Consider and approve, execute, receive and file an Agreement (26-058/MR) with NeoGov from October 31, 2026 through October 30, 2029 in the amount of $36,114.31 for the first year, $38,281.17 for the second year and $40,578.04 for the third year with a Non-Appropriation Clause included for Human Resources Software. This has been approved by the MIS Department.

SEE ATTACHMENTS ON PAGES 220 - 232

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

(j).Consider and approve, execute, receive and file a Job Order Contract (JOC 26-059/MR) with Preferred Facilities Group, USA in the amount of $203,413.50 for installation of a grinder pump for the downtown jail in accordance with BuyBoard Contract 728-24. This project is funded by Capital Projects.

SEE ATTACHMENTS ON PAGES 233 - 242

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

(k).Consider and approve, execute, receive and file Job Order Contract (JOC 26-060/DC) with Marsh Waterproofing, Inc. for Annex I Roof Construction in the amount of $76,000.00; in accordance with Region 5 contract 20230601-2.

SEE ATTACHMENTS ON PAGES 243 - 245

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

(l).Consider and approve, execute, receive and file Job Order Contract (JOC 26-061/DC) with Marsh Waterproofing, Inc. for Annex II Roof Construction in the amount of $86,000.00; in accordance with Region 5 contract 20230601-2.

SEE ATTACHMENTS ON PAGES 246 - 248

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

(m).Consider and approve, execute, receive and file Agreement (26-062/MR) with SOE Software Corporation from October 1, 2026 to September 30, 2029 with a one-time implementation fee of $9,800.00 and annual amount of $7,200.00 with a Non-Appropriation Clause included for the Tax Assessor's Office. This has been approved by the MIS Department.

SEE ATTACHMENTS ON PAGES 249 - 265

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

(n).Consider and approve, execute, receive and file an Agreement (26-063/MR) with Hilltop Securities Asset Management, LLC for Arbitrage Rebate Compliance Services with Jefferson County for a period of five years with an annual fee of $1,400.00.

SEE ATTACHMENTS ON PAGES 266 - 272

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

(o).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 273 - 276

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

COUNTY AUDITOR:

(a).Receive and file Order to adopt tax rate at $.357000 cents per $100 valuation. Tax rate $.355711 for maintenance and operations and $.001289 for debt service.

SEE ATTACHMENTS ON PAGES 277 - 278

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

(b).Receive and file the 2026-2027 budget.

SEE ATTACHMENTS ON PAGES 279 - 419

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

(c).Receive and file Sheriff and Constables' Fees to be effective January 01, 2027.

SEE ATTACHMENTS ON PAGES 420 - 420

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

(d).Receive and file Texas Safety Program Grant between Jefferson County, Texas and the State of Texas for the STEP Comprehensive Program for the period 10/01/26 - 09/30/27.

SEE ATTACHMENTS ON PAGES 421 - 426

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

(e).Consider and approve advanced funding request for American Rescue Plan Act with the City of China in the amount of $3,309,015.32.

SEE ATTACHMENTS ON PAGES 427 - 427

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

(f).Consider and approve budget transfer – R&B Pct. #1 – purchase 60-inch extreme duty attachment for mower.

SEE ATTACHMENTS ON PAGES 428 - 429

111-0109-431-6011	ROAD MACHINERY	$14,975.00	
111-0102-431-3001	ASPHALT		$14,975.00

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

(g).Consider and approve budget transfer– R&B Pct. #4 – additional cost for utilities.

SEE ATTACHMENTS ON PAGES 430 - 430

114-0405-431-4057	WATER AND SEWER	$1,000.00	
114-0402-431-1028	LABORERS		$1,000.00

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

(h).Consider and approve budget transfer – Human Resources – additional cost for employment hiring services.

SEE ATTACHMENTS ON PAGES 431 - 431

120-1012-415-5077	CONTRACTUAL SERVICE	$1,100.00	
120-1012-415-1005	EXTRA HELP		$1,100.00

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

(i).Consider and approve budget transfer – District Clerk – additional cost for travel.

SEE ATTACHMENTS ON PAGES 432 - 433

120-2031-414-5062	TRAVEL EXPENSE	$150.00	
120-2031-414-3078	OFFICE SUPPLIES		$150.00

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

(j).Consider and approve budget transfer – Beaumont Maintenance – move funding for grinder pump.

SEE ATTACHMENTS ON PAGES 434 - 448

120-0000-491-8006	CAPITAL PROJECTS FND #311	$203,956.00	
120-6083-416-4056	ELECTRICITY		$13,000.00
120-6083-416-6003	BUILDING - COURTHOUSE		$190,956.00

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

(k).Consider and approve budget transfer – Constable Pct. #6 – additional cost for extra help.

SEE ATTACHMENTS ON PAGES 449 - 449

120-3070-425-1005	EXTRA HELP	$200.00	
120-3070-425-3010	BOOKS-PRINTED		$100.00
120-3070-425-3084	MINOR EQUIPMENT		$100.00

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

(l).Consider and approve budget transfer – Dispute Resolution – cost for table, chairs, and printer.

SEE ATTACHMENTS ON PAGES 450 - 451

120-2060-412-3084	MINOR EQUIPMENT	$1,300.00	
120-2060-412-5062	TRAVEL EXPENSE		$1,000.00
120-2060-412-5066	VOLUNTEER TRAINING		$300.00

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

(m).Regular County Bills -check #542936 through check #543126 (09/15/26) and check #543127 through #543339 (09/22/26).

SEE ATTACHMENTS ON PAGES 452 - 468

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

(n).Consider and approve budget transfer – Emergency Management – additional cost for travel.

SEE ATTACHMENTS ON PAGES 469 - 469

120-5080-429-5062	TRAVEL EXPENSE	$916.00	
120-5080-429-3084	MINOR EQUIPMENT		$916.00

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

(o).Consider and approve budget transfer - JP Pct 1, Pl 1 - additional cost for postage.

SEE ATTACHMENTS ON PAGES 470 - 470

120-2041-412-4052	POSTAGE	$300.00	
120-2041-412-1005	EXTRA HELP		$300.00

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

(p).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending August 31, 2026.

SEE ATTACHMENTS ON PAGES 471 - 486

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

(q).Consider and approve budget transfer - Constable Pct 8 - additional cost for printer toner.

SEE ATTACHMENTS ON PAGES 487 - 487

120-3072-425-3078	OFFICE SUPPLIES	$2,144.00	
120-3072-425-5062	TRAVEL EXPENSE		$2,144.00

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

COUNTY AIRPORT:

(a).Consider, possibly approve, authorize the County Judge to execute, receive, file, and ratify FAA AIP Grant #47 in the amount of $2,625,448. This grant funds a 95% of the Airfield Electrical Project at the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 488 - 524

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

(b).Consider and possibly approve and authorize the County Judge to execute a lease agreement with L&L Leasing LLC for three parking lots at the Jack Brooks Regional Airport for a two year period beginning 10/01/2026 and expiring 09/30/2028.

SEE ATTACHMENTS ON PAGES 525 - 533

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

(c).Consider and possibly approve adopting a set of Minimum Standards for the Jack Brooks Regional Airport to ensure the availability of safe services at the airport that are in the best public interest.

SEE ATTACHMENTS ON PAGES 534 - 546

Action: TABLED

COUNTY CLERK:

(a).Consider and possibly approve authorizing the Jefferson County Clerk to establish and collect a fee of $2.00 each for the optional purchase of acid-free archival poly envelopes (document preservation) when customers obtain marriage & vital records, effective October 1, 2026.

NO ATTACHMENTS

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

COUNTY COMMISSIONERS:

(a).Consider, possibly approve, receive and file a proclamation for Suicide Prevention Month.

SEE ATTACHMENTS ON PAGES 547 - 547

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

(b).Consider, possibly approve, receive and file a resolution to extend the Disaster Declaration issued for Tropical Storm Edouard pursuant to Local Government Code 418.108(b).

SEE ATTACHMENTS ON PAGES 548 - 548

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

(c).Consider, possibly approve and authorize the County Judge to execute an INTERLOCAL AGREEMENT BETWEEN JEFFERSON COUNTY, TEXAS ALONG WITH JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR AND JEFFERSON CENTRAL APPRAISAL DISTRICT, pursuant to Sec. 791, Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 549 - 552

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

(d).Receive and file executed Amended Tax Abatement between Jefferson County and Methanex US Operations, Inc., who purchased the assets of OCI Fuels USA, Inc. and will assume the obligations and privileges of OCI Fuels USA, Inc under the original agreement, pursuant to Chapter 401, et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 553 - 557

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

(e).Consider, possibly approve, receive and file a Proclamation for Energy Day in Southeast Texas.

SEE ATTACHMENTS ON PAGES 558 - 558

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

(f).Consider, possibly approve, authorize the County Judge to execute, receive and file a Quit Claim Deed from Jefferson County to Lawrence Grogan, an heir of Lawrence Sells, who has redeemed the property. (This property was the subject of Cause No 25DCCV0602 and was the subject of an ordered Sheriff's sale but was struck off.)

SEE ATTACHMENTS ON PAGES 559 - 561

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

(g). Consider, possibly approve, and authorize the County Judge to execute, a Correction Special Warranty Deed from Jefferson County to Lamar State College-Port Arthur to correct several mistakes in prior deeds related to exhibits, acreage descriptions, and grantor/grantee identities, and to clarify that the correct property description is 0.37 acres.

SEE ATTACHMENTS ON PAGES 562 - 583

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

(h). Consider, possibly approve, and authorize the County Judge to execute, Special Warranty Deeds conveying real property from Jefferson County to Jefferson County Drainage District No. 7 for a 0.471-acre tract (PAVs03C-136-2), a 0.028-acre tract. (PAv03C-136-2A), and for a 0.881-acre tract of land (PAVO3C-136-3).

SEE ATTACHMENTS ON PAGES 584 - 601

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

(i). Consider and possibly approve a RESOLUTION TO AUTHORIZE ENFORCEMENT OF JEFFERSON COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS.

SEE ATTACHMENTS ON PAGES 602 - 602

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

EMERGENCY MANAGEMENT:

(a). Receive and file fully executed Agreement between Jefferson County and Lamar University regarding maintenance and placement of early warning flood sensors.

SEE ATTACHMENTS ON PAGES 603 - 609

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

ENGINEERING DEPARTMENT:

(a). Consider, possibly approve, execute, receive and file a Resolution Adopting a Traffic Sign Reflectivity Inspection and Maintenance Plan for use by the Precincts to formalize efforts to comply with federal and state requirements related to the Americans with Disabilities Act.

SEE ATTACHMENTS ON PAGES 610 - 612

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

(b). Consider, possibly approve, execute, receive and file a Resolution and authorize the County Judge to execute an Advanced Funding Agreement with TxDOT outlining responsibilities of initial construction and future maintenance of railroad signs and markings on railroad crossings in the County's jurisdiction.

SEE ATTACHMENTS ON PAGES 613 - 635

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

(c). Consider, possibly approve, authorize the County Judge to execute the modified US Corps of Engineers permit, SWG-2013-00841, authorizing work to restore the Keith Lake Fish Pass Baffle structure to its optimal functionality.

SEE ATTACHMENTS ON PAGES 636 - 662

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

HUMAN RESOURCES:

(a).Consider and possibly approve granting extended leave without pay for up to 90 days for Trina Redmon, an employee of County Court at Law No. 2.

NO ATTACHMENTS

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

RISK MANAGEMENT:

(a).Consider, approve, and authorize County Judge to sign proof of loss statements for the Hail Storm of 4/15/2023.

SEE ATTACHMENTS ON PAGES 663 - 666

Motion by: Willis
Second by: Erickson
In Favor: Branick, Willis, Erickson, 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

Special, September 22, 2026

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 22, 2026.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

ORIGINAL

August 11, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 26-043/CG), Term Contract for Larvicidal Oil for Jefferson County Mosquito Control.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

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

BID NAME:	**Term Contract for Larvicidal Oil for Jefferson County Mosquito Control**
BID NUMBER:	**(IFB 26-043/CG)**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, September 16, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffersoncountytx.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 bid in accordance with the terms and conditions stated in this bid.

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
August 13, 2026 & August 20, 2026

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SENATE BILL 252 CERTIFICATION 67
BID AFFIDAVIT 69

BID SUBMISSIONS: One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet in its entirety. Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda. Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/
Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications and plans revised as of July 27, 2026.

1. BIDDING.

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

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

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

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

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

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

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

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

1.9 DESCRIPTIONS.
Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications

is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

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

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

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

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

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

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

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

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

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

1.18 RESPONSIVENESS.
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

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

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

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

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

2. PERFORMANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.15 MATERIAL SAFETY DATA SHEETS.
Under the "Hazardous Communications Act," commonly known as the "Texas Right to Know Act," a Bidder must

provide
the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receiving and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County pursuant to Texas Government Code §2251.022.

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to

representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

additional shipping, handling and drayage fees may apply.

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY, WOMEN BUSINESS ENTERPRISE, 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:

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 Administration
409 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 Transportation
125 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.

Not Applicable

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. The following is the current prevailing wage determination issued by the Department of Labor at time of solicitation:

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

Cristina Flores

Signature of Contractor's Authorized Official

Cristina Flores, VP of Public Health

Name and Title of Contractor's Authorized Official

08/31/2026

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.

Cristina Flores

Signature of Contractor's Authorized Official

Cristina Flores, VP of Public Health

Name and Title of Contractor's Authorized Official

08/31/2026

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 ADAPCO LLC 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.

Cristina Flores

Signature of Contractor's Authorized Official

Cristina Flores, VP of Public Health

Name and Title of Contractor's Authorized Official

08/31/2026

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.

Cristina Flores

Signature of Contractor's Authorized Official

Cristina Flores, VP of Public Health

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

08/31/2026

Date

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

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 Larvicidal Oil 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 ADAPCO LLC 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.

Cristina Flores

Signature of Contractor's Authorized Official

Cristina Flores, VP of Public Health

Name and Title of Contractor's Authorized Official

08/31/2026

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

All submissions must be received by 11:00 am CT, Wednesday, September 16, 2026.

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

COUNTY HOLIDAYS (2026):

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at deb.clark@jeffersoncountytx.gov. The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CST, Monday, August 24, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project. However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

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

Kathy Russell

From: donotreply@sam.gov
Sent: Wednesday, August 12, 2026 11:46 AM
To: Azelis A&ES Bids-Vector
Cc: Azelis A&ES Bids-Vector
Subject: SAM! WOOHOO! [External] Registration Activated for ADAPCO, LLC / CEPEATYY6ZG8 / 0LM71 in the U.S. Government's System for Award Management (SAM.gov)

Kathy Russell,

The registration for ADAPCO, LLC / CEPEATYY6ZG8 / 0LM71 is now active in the U.S. federal government's System for Award Management (SAM.gov). If you did not provide a Commercial and Government Entity (CAGE) Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

To remain eligible to do business with the federal government, you must renew your entity's registration in SAM.gov every year. The annual renewal date for the registration is 2027-07-28 14:24:19.76.

You may invite additional users to manage or review your entity registration by following these steps:

1. Go to the SAM.gov website and sign in
2. On your Workspace page, scroll down to the “User Directory”
3. Enter the email address of the user you want to invite and select the email address from the list
4. On the next page, select the “Assign Role” button in the top right corner of the page
5. On the assign role page, follow the instructions provided and then select “Send Invitation” at the bottom of the page
6. The user will be notified

All invitees will receive an email message from SAM.gov with instructions on how to complete the process.

Remember, it is free to register in SAM.gov. Get free help at SAM.gov in the “Help” section and at the Federal Service Desk (FSD) where you will find SAM.gov user guides, quick start guides, helpful hints, videos, and frequently asked questions. If you are going through entity validation at SAM.gov for the first time and have questions, visit this list of FAQs.

In addition, if you are located in the U.S. and its outlying areas, you can get free support from your local APEX Accelerator (formerly known as PTAC), an official resource for government contracting assistance. Go to https://www.apexaccelerators.us to find your closest office.

Do not reply to this auto-generated email.

This email was sent from Production.

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

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

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

A sample of a completed FORM 1295 is included on **PAGE 37.**

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

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

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

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

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

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

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

JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE** ☐

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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

Must file online at www.ethics.state.tx.us/File

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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
CERTIFICATION OF FILING

Certificate Number:
2026-1509803

Date Filed:
08/31/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ADAPCO, LLC
Bossier, LA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County, TX

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.
IFB 26-043/CG
Term Contract for Larvicidal Oil

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Azelis Americas, LLC	Westport, CT United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Cristina Flores, and my date of birth is 02/27/1985.

My address is 1500 Swan Lake Rd. Ste 300, Bossier City (city), LA (state), 71111 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Seminole County, State of Florida, on the 31st day of AUGUST (month), 2026 (year).

Cristina Flores

Signature of authorized agent of contracting business entity
(Declarant)

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 11 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

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

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED ADAPCO, LLC 100 Colonial Center Parkway, Suite 170 Lake Mary, FL 32746	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ACE American Insurance Company — 22667 INSURER B: National Union Fire Insurance Company of P — 19445 INSURER C: Granite State Insurance Company — 23809 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W41821721 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CRL G46656179	11/15/2025	11/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			890-14-51	11/15/2025	11/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			XOO G46656210 003	11/15/2025	11/15/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		015-20-3132	11/15/2025	11/15/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Bid (IFB 22-023/YS) Term Contract for Insecticides, Herbicides, Spray Adjuvants for the Jefferson County Mosquito Control District.

CERTIFICATE HOLDER

JEFFERSON COUNTY PURCHASING DEPARTMENT
Attn: Deborah L. Clark
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia A. Forry

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 26-043/CG) Term Contract for Larvicidal Oil for Jefferson County Mosquito Control

Bidder's Company/Business Name: ADAPCO LLC

Bidder's TAX ID Number: 59-2574523

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

Contact Person: Cristina Flores or Kathy Russell **Title:** VP of Public Health / Bid Manager

Phone Number (with area code): (407) 328-6519 or (800) 367-0659

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

Fax Number (with area code): Cristina Flores

Email Address: aes.vectorbids@azelis.com

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

1500 Swan Lake Rd. Ste 300
Address

Bossier City, LA 71111
City, State, Zip Code

No bid bond required.

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no contact in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or by email at deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 26-043/CG.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for Larvicidal Oil for Jefferson County Mosquito Control subject to the terms and conditions stated for an initial period **beginning on or about date of award**.

Bidders shall attach to bid form, a current safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Prices quoted shall be F.O.B. Jefferson County Mosquito Control, 8905 1st Street, Beaumont, TX 77705. Bidder bears freight charges. All prices must be written in ink or typewritten.

Quote unit prices extended to lump sum prices. The basis of the award will be the unit prices quoted. The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds.

The County reserves the right to make the award to one (1) successful bidder or per line item.

Refer questions of a commercial nature to cynthia.greene@jeffersoncountytx.gov; and questions of a technical nature to Bart Foster, PhD, Director, Jefferson County Mosquito Control at bart.foster@jeffersoncountytx.gov.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and must include documentation of the actual change in manufacturing costs. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Approximate Annual Usage

No promise is made or implied for quantities that will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders for Larvicidal Oil will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Contract

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

Brand name should be indicated on Bid Form. Change of container size may disqualify bid. Dilution ratio will be a factor in award of chemicals.

Bidders shall attach to bid form a current Safety Data Sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Item	Description
1	**Larvicidal Oil** – Kills larvae and pupa stages of mosquitoes. Physical control of mosquito broods: kills by suffocation.

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:

ADAPCO LLC
Company Name

1500 Swan Lake Rd. Ste 300
Address

Bossier City, LA 71111
City State Zip

Cristina Flores
Signature of Person Authorized to Sign

Cristina Flores
Printed Name

VP of Public Health
Title

For clarification of this offer, contact:

Kathy Russell - Contract Manager
Name & Title

(407) 328-6519 or (800) 367-0659
Phone Fax

aes.vectorbids@azelis.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: Term Contract for Larvicidal Oil for Jefferson County Mosquito Control. 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 26-043/CG, Term Contract for Larvicidal Oil for Jefferson County Mosquito Control. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge **JEFFERSON COUNTY, TEXAS**	**Date**
ATTEST:	
Roxanne Acosta Hellberg, County Clerk **JEFFERSON COUNTY, TEXAS**	**Date**

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

BID FORM

Item	Est Qty. (Gal.)	Description	Brand bid	Dilution ratio	MSDS Labels Attached	Price per Gallon	Total Price
1	3000 Bulk order	Larvicidal Oil	BVA 2 Larvicide Oil	Please see Label	Yes	$ 27.50/gl	$ 82,500.00

Bidders must attach to bid form a current safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: Brazoria County Mosquito Control

Address: 111 E Locust, Room 303, Room 303, Angleton TX 77515

Contact Person and Title: Tiffany Tillman, A/P

Phone: 979 864 1532 Fax:

Email Address: tvarner@Brazoriacountytx.gov Contract Period: Ongoing

Scope of Work: Mosquito Control Insecticides and Equipment

REFERENCE TWO

Government/Company Name: Chambers County Mosquito Control

Address: P.O. Box 1109, Anahuac, TX 77514

Contact Person and Title: Holly Barber A/P

Phone: 409 267 2716 Fax:

Email Address: hrbarber@chamberstx.gov Contract Period: Ongoing

Scope of Work: Mosquito Control Insecticides and Equipment

REFERENCE THREE

Government/Company Name: City of El Paso, TX

Address: 7968 San Paulo Dr. El Paso, TX 79907

Contact Person and Title: Marina Yamaguchi, A/P

Phone: 915 212 6009 Fax:

Email Address: Marina.Yamaguchi@Elpasotexas.Gov Contract Period: Ongoing

Scope of Work: Mosquito Control Insecticides and Equipment

SIGNATURE PAGE

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

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

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

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

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

ADAPCO LLC	Cristina Flores
Bidder (Entity Name)	Signature
1500 Swan Lake Rd. Ste 300	Cristina Flores, VP of Public Health
Street & Mailing Address	Print Name
Bossier City, LA 71111	08/31/2026
City, State & Zip	Date Signed
(407) 328-6519 or (800) 367-0659	
Telephone Number	Fax Number
aes.vectorbids@azelis.com	
E-mail Address	

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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.**

ADAPCO LLC

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.**

Mosquito Control Director
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.

Distribution of Mosquito Control Insecticides, Equipment and Surveillance Tools

4 Cristina Flores — 08/31/2026

Signature of vendor doing business with the governmental entity — Date

Cristina Flores, VP of Public Health

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting 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 contract 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.

Cristina Flores
Printed Name of Authorized Representative

Cristina Flores
Signature

VP of Public Health
Title

08/31/2026
Date

REQUIRED FORM FOR FEDERALLY OR STATE FUNDED PROCUREMENTS

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

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBZone, DBE, or ACDBE CERTIFIED VENDORS

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

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

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

Contractor Name: No Subcontractors will be utilized. 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: _____

Cristina Flores	Cristina Flores	08/31/2026
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

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

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: ADAPCO LLC Certified: ☐ Yes ☐ No

Certification Type: None

Address: 1500 Swan Lake Rd. Ste 300 Bossier City, LA 71111
Street City State Zip

Phone (with area code): 407 328-6519 Fax (with area code): _____

Project Title & No.: Larvicidal Oil IFB/RFP No.: 26-043/CG

Total Contract: $ 82,500.00 approx Total Certified Subcontracts: $ _____

Construction Certification Goals: HUBZone _____% DBE _____% ACDBE _____%

FOR OFFICE USE ONLY:

Verification date Jefferson County reviewed and verified Sub information Date: _____ Initials: _____

PART I. CERTIFIED SUBCONTRACTOR DISCLOSURE

Certified Subcontractor: _____

Certification Type: _____

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

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.

HUBZone, DBE or ABCDE CERTIFIED VENDOR SUBCONTRACTING PARTICIPATION DECLARATION FORM

Certified Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

Certified Subcontractor: _____

Certification Type: _____

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

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: _____

Certified Subcontractor: _____

Certification Type: _____

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

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: _____

All Certified Subcontractor Participation may be verified with the Certified Subcontractor(s) listed on Part I.

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

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUCONTRACTING PARTICIPATION DECLARATION FORM

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

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the Certification goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-Certified." *(Complete Part III)*
- ☐ Certified vendors were solicited but did not respond.
- ☐ Certified vendors solicited were not competitive.
- ☐ Certified vendors were unavailable for the following trade(s):
- ☑ Other: ADAPCO LLC is a distributor of oil and does not utilize subcontractors.

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

PART III: DISCLOSURE OF OTHER "NON-CERTIFIED" SUBCONTRACTS

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.

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

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: _____

I hereby certify that I have read the *HUBZone, DBE & ACDBE Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): ADAPCO LLC

Title: VP of Public Health

Signature: Cristina Flores

Date: 08/31/2026

E-mail address: aes.vectorbids@azelis.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Kathy Russell

Title: Bid Manager

Date: 08/31/2026

E-mail address: aes.vectorbids@azelis.com

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

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	Not Applicable, no subcontractors to be utilized.		%	%
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.

Cristina Flores	Cristina Flores
Signature	Printed Name
VP of Public Health	08/31/2026
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 Bidder" refers to a person who is not a resident.

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

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

☒ I certify that ADAPCO LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Bossier City LA (city and state).

Taxpayer Identification Number (T.I.N.):	59-2574523
Company Name submitting bid/proposal:	ADAPCO LLC
Mailing address:	1500 Swan Lake Rd. Ste 300, Bossier City, LA 71111
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**
N/A	N/A

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

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

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

HOUSE BILL 89 VERIFICATION

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) Cristina Flores, 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.

ADAPCO LLC

Company Name

Cristina Flores

Signature of Authorized Official Cristina Flores

VP of Public Health 08/31/2026

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) Cristina Flores, 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

ADAPCO LLC
Company Name

Cristina Flores
Signature of Authorized Official Cristina Flores

VP of Public Health 08/31/2026
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

BID AFFIDAVIT

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

STATE OF Florida COUNTY OF Seminole

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

on this day personally appeared Cristina Flores (name), who

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

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

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

foregoing on behalf of the said ADAPCO LLC (name of firm).

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

Name and address of Bidder: 1500 Swan Lake Rd. Ste 300, Bossier City, LA 71111

Fax: N/A Telephone# (407) 328-6519

by: Cristina Flores (print name) Title: VP of Public Health

Signature: Cristina Flores

Cristina Flores

SUBSCRIBED AND SWORN to before me by the above-named

Cristina Flores on

this the 31st day of AUGUST, 2026.

Notary Public in and for

the State of Florida

Notary Public State of Florida
Kathryn A. Russell
My Commission HH 128695
Expires 12/7/2028

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

azelis

Innovation
through
formulation

September 1, 2026

ADAPCO GOOD FAITH EFFORT POLICY
Supplier Information Attached

To Whom It May Concern:

ADAPCO, an Azelis owned Company, is one of the leading distributors of innovative insecticide products, technology, and equipment to the professional mosquito control industries. ADAPCO, Inc. (an acronym for **A**llen, **D**an **A**nd **P**ete **CO**mpany) was founded by Allen Wooldridge, Pete Pederson and Dan Boyd in Orlando, FL in 1985. Since that time ADAPCO has grown into one of the largest distributors of products to the professional mosquito control industry, with products from well-respected manufacturers. ADAPCO takes pride in partnering with manufacturers that are dedicated to improving the mosquito control industry through research and new product development, resulting in a wide range of the best quality products available for mosquito control. One major focus is distributing EPA regulated Mosquito Control chemicals from manufacturers authorizing ADAPCO with distribution rights.

One long-standing supplier for ADAPCO's Equipment Sprayer line is Automatic Coax and Cable, Inc. of Sanford FL. They provide cables that were used in our Mosquito Control Equipment and are a woman owned business.

We currently employ 28 employees. We are committed to partnering with a diverse range of vendors and suppliers to provide products and services that meet or exceed our customers' needs, which will in turn enable us to meet our goal of serving our customers better than anyone else can serve them.

ADAPCO continues to evaluate vendors and suppliers to find the industry experience, insight and capability needed to deliver products. We believe that small businesses should be given the maximum practicable opportunity to provide goods and services for which they are technically and financially qualified. Small businesses will include those owned and controlled by women, companies certified as owned by socially and economically disadvantaged individuals, companies certified as being located in a historically under-utilized business zone, and by veterans, including service-disabled veterans.

ADAPCO will strive to cultivate relationships with small businesses to incorporate these companies into our network of vendors and suppliers whenever possible. Wherever the need for chemicals, facilities and maintenance, leases, office and printing supplies, PC hardware, services, software, testing equipment are required, we will build these relationships so that our company can provide business opportunities to the most qualified and diverse businesses to help us achieve our business goals.

ADAPCO, LLC
dba Azelis Agricultural & Environmental Solutions US
1500 Swan Lake Rd, Ste 300
Bossier City, LA 71111-5331
T 800-367-0659
azelis.com/americas | www.azelisaes-us.com

azelis

Innovation
through
formulation

Our process for distribution of mosquito control chemicals and equipment is as follows:

As a distributor, ADAPCO orders products from our various manufacturers and we request shipments of product directly from our manufacturer to our customers requested shipping address. We may also request shipment from our various bonded and insured contracted warehouses located throughout the U.S. ADAPCO does manufacturer its own equipment.

Orders are submitted to ADAPCO (aes.vectorbids@azelis.com) or via phone to Customer Service (800-367-0659). ADAPCO releases products either directly from the manufacturer or from one of our warehouses located throughout the US and will ask the warehouse to ship via ADAPCO's approved list of professional certified freight carriers. Carrier selection can be dependent on service times and current freight rates. Product is shipped via freight carrier directly to the customer's requested address and product is released at time of signature from the customer.

ADAPCO continues to search websites provided by customers for all bids with regards to choosing Veteran owned, Minority, Woman, Disadvantaged Businesses entities whenever possible.

If you should have any questions or concerns, please contact me at 407-328-6519 or via email at kathy.russell@azelis.com. For a quick snapshot of ADAPCO's mosquito control related database management, equipment, chemicals, and services, please visit our website at www.azelisaes-us.com.

Sincerely,

Christina Flores

Christina Flores
VP, Public Health
aes.vectorbids@azelis.com

State of Florida

Woman Business Certification

Automatic Coax and Cable, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/03/2025 to 02/03/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

BVA 2 MOSQUITO LARVICIDE OIL

ACTIVE INGREDIENT:	% BY WT.
Mineral Oil*	97%
Other Ingredients	3%
Total	100%

*Contains petroleum distillate

KEEP OUT OF REACH OF CHILDREN

CAUTION

FIRST AID	
If inhaled	• Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. • Call a poison control center or doctor for further treatment advice.
If on skin or clothing	• Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
If in eyes	• Call a poison control center or doctor for treatment advice. • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.
If swallowed	• Immediately call a poison control center or doctor. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give any liquid to the person. • Do not give anything by mouth to an unconscious person.
Have the product container or label with you when calling a poison control center, or doctor, or going for treatment. You may also contact CHEMTREC 1.800.424.9300 for emergency medical treatment information.	
NOTE TO PHYSICIAN: This product contains petroleum distillate and may pose an aspiration pneumonia hazard.	

See left side panel for additional precautionary statements

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Do not apply this product in a way that will contact adults, children, or pets, either directly or through drift. Do not allow adults, children, or pets to enter treated areas until sprays have dried.

BVA 2 Mosquito Larvicide may be used to control mosquito larvae in swamps, marshes, floodwater areas, drainage areas, storm sewer catch basins, waste treatment facilities, settling ponds, ditches, temporary rain pools and other man-made depressions containing stagnant water pools, including, abandoned swimming pools, fountains and ponds.

Apply **BVA 2 Mosquito Larvicide** at rates of 1-5 gallons per acre depending on how dense the vegetation and weeds may be. This product may be applied by the following methods: handgun or handwand sprayer and by air.

BVA 2 Mosquito Larvicide has a water-white clear color and is practically odorless.

PRECAUTIONARY STATEMENTS

CAUTION

Harmful if swallowed. Avoid contact with eyes, skin and clothing. Wear goggles and chemical-resistant gloves. Avoid breathing spray, mists or vapors. Wash hands after using. Avoid contamination of food or food stuffs.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Some materials that are chemical-resistant to this product are barrier laminate, nitrile rubber, neoprene rubber, and Viton. If you want more options, follow the instructions for category E on an EPA chemical-resistance selection chart.

Mixers, loaders, applicators, flaggers, and other handlers must wear:

- Long-sleeved shirt and long pants,
- Shoes plus socks, and
- Chemical-resistant gloves.

Follow manufacturer's instructions for cleaning and maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with the product's concentrate. Do not reuse them.

ENGINEERING CONTROLS

Pilots must use an enclosed cockpit that meets the requirements listed in the WPS for agricultural pesticides [40 CFR 170.240(d)(6)].

USER SAFETY RECOMMENDATIONS

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing/PPE if pesticide gets inside. Then, wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash outside of gloves before removing them. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

Do not apply directly to water, except as directed for use on this label. Aquatic organisms may be killed in waters where this product is used. Consult the State agency, with primary responsibility for regulating pesticides, before applying to public waters to determine if a permit is needed. Do not contaminate water when disposing of equipment washwater or rinsate. Drift and runoff may be hazardous to aquatic organisms in water adjacent to treated areas.

PHYSICAL AND CHEMICAL HAZARDS

Do NOT store, use, pour or spill near flames or excessive heat. In case of fire, use water spray, foam, CO_2, or dry chemical.

TERMS

To the extent consistent with applicable laws, the seller's guarantee is limited to the terms on the label. The buyer accepts the product on these conditions. Timing and method of applications, crop conditions, weather, and mixtures with chemicals in the use of this product are beyond the control of the seller.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

PESTICIDE STORAGE: Store in a cool, dry, locked area out of the reach of children. Do not store near excessive heat or open flame.
PESTICIDE DISPOSAL: Pesticide or pesticide waste rinse solution that cannot be used according to the label, must be disposed of according to applicable Federal, State, or local procedures or at an approved waste disposal facility.
CONTAINER DISPOSAL: Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into the mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into the mix tank or store rinsate for later disposal. Repeat this procedure two more times. Then offer for recycling, if available. If recycling is not available, puncture container and dispose of it in a sanitary landfill or by other approved State and local procedures.

DIRECTIONS FOR USE (continued)

BVA 2 Mosquito Larvicide does not depend on life-cycle time for effectiveness. As it kills by suffocation, mosquitoes do not develop resistance. When applied as directed this product does not leave a dark oily film.

SPRAY DRIFT MANAGEMENT

A variety of factors (e.g., wind direction, wind speed, temperature, and relative humidity) and method of application (e.g., handgun, handwand, ground or aerial) can influence pesticide drift. The applicator must evaluate all factors and make appropriate adjustments when applying this product.

Wind Speed: Do not apply at wind speeds greater than 15 mph at the application site.

Temperature Inversions: If applying at wind speeds less than 3 mph, the applicator must determine if:

a) conditions of temperature inversion exist, or
b) stable atmospheric conditions exist at or below nozzle height.

Do not make applications into areas of temperature inversions or stable atmospheric conditions.

Droplet Size: Apply as a medium or coarser spray (ASABE standard 572), and the minimum volume mean diameter (VMD) for spinning atomizer nozzles.

Ground Spray (Handgun or Handwand) Applications

Ground applications must be in compliance with the specifications indicated above regarding **Wind Speed, Temperature Inversions, and Droplet Size.**
Apply using a nozzle height of no more than 4 feet above the ground, water surface, or crop canopy.

Aerial Applications

Aerial applications must be in compliance with the specifications indicated above regarding **Wind Speed, Temperature Inversions, and Droplet Size.**

Release Height: Do not release spray at a height greater than 10 feet above the ground, water surface, or the tops of plants that are to be sprayed.

Boom Length: The boom length must not exceed 75% of the wingspan or 90% of the rotor blade diameter.

Swath Adjustment: When applications are made with a cross-wind, the swath will be displaced downwind. The applicator must compensate for this displacement at the downwind edge of the application area by adjusting the path of the aircraft upwind. Leave at least one untreated swath at the downwind edge of the treated field.

TREATMENT RATES

Apply this product at rates of 1 to 5 gallons per acre (3 to 15 fl. oz. per 1000 sq. ft.) depending on water surface conditions and vegetative density. Use 1 to 2½ gallons per acre (3 to 7½ fl. oz. per 1000 sq. ft.) if trees are in green tip stage, vegetative cover is light and water is essentially clean.

To penetrate heavier or denser vegetative cover, or if water is substantially polluted, use 2½ to 5 gallons per acre (7½ to 15 fl. oz. per 1000 sq. ft.).

An average rate of 2½ to 3 gallons per acre (approximately 1 quart per 5000 sq. ft. (50'x100' area)), 7½ to 9 fl. oz. per 1000 sq. ft. or 2-4 teaspoons per 100 sq. ft. (10'x10' area) of water surface covers most conditions.

BVA Oils (a division of B-V Associates, Inc.)
29222 Trident Industrial Blvd.
New Hudson, MI 48165
800.231.8376
www.bvaoils.com
REV042913

LOT#:_____ NET CONTENTS:_____

See right side panel for remainder of DIRECTIONS FOR USE section

EPA Reg. No. 70589-1 EPA Est. No. 55206-MI-001

Safety Data Sheet

SDS Revision Date: 22-AUG-2018

BVA LARV 2
EPA # 70589-1

1. Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product Identity	BVA LARV 2
Alternate Names	BVA 2 Larvicide, L2

1.2. Relevant identified uses of the substance or mixture and uses advised against

Intended use	Mosquito Larvicide Oil
Application Method	See EPA Label

1.3. Details of the supplier of the safety data sheet

Company Name	BVA 29222 Trident Industrial Blvd Wixom, MI. 48165
Emergency	
CHEMTREC (USA)	(800) 424-9300
24 hour Emergency Telephone No.	(800) 424-9300 (CHEMTREC) +1 202-366-4488 (outside the USA).
Customer Service:	+1 248-348-4920

2. Hazard identification of the product

2.1. Classification of the substance or mixture

Asp. Tox. 1;H304 May be fatal if swallowed and enters airways.

2.2. Label elements

Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.



Danger

H304 May be fatal if swallowed and enters airways.

[Prevention]:
No GHS prevention statements
[Response]:
P301+310 IF SWALLOWED: Immediately call a POISON CENTER or doctor / physician.
P331 Do NOT induce vomiting.
[Storage]:
P405 Store locked up.
[Disposal]:
P501 Dispose of contents / container in accordance with local / national regulations.

3. Composition/information on ingredients

There are no ingredients in this product which are classified as hazardous.

Ingredient/Chemical Designations	Weight %	GHS Classification	Notes
The base oil may be a mixture of the Following: 1) Hydrotreated Distillate, Heavy Paraffin CAS Number 64742-54-7 2) Hydrotreated Distillate, Light Paraffin CAS Number: 64742-55-8 3) White Mineral Oil: CAS Number: 8042-47-5 4) Hydrotreated Neutral Oil CAS Number: 72623-87-1	97%	Not Classified	[1]

[1] Substance classified with a health or environmental hazard.
[2] Substance with a workplace exposure limit.
[3] PBT-substance or vPvB-substance.
*The full texts of the phrases are shown in Section 16.

4. First aid measures

4.1. Description of first aid measures

General In all cases of doubt, or when symptoms persist, seek medical attention. Never give anything by mouth to an unconscious person.

Inhalation Remove to fresh air, keep patient warm and at rest. If breathing is irregular or stopped, give artificial respiration. If unconscious place in the recovery position and obtain immediate medical attention. Give nothing by mouth.

Eyes	Irrigate copiously with clean water for at least 15 minutes, holding the eyelids apart and seek medical attention.
Skin	Remove contaminated clothing. Wash skin thoroughly with soap and water or use a recognized skin cleanser.
Ingestion	If swallowed obtain immediate medical attention. Keep at rest. Do NOT induce vomiting.

4.2. Most important symptoms and effects, both acute and delayed

Overview	No specific symptom data available. See section 2 for further details.

5. Fire-fighting measures

5.1. Extinguishing media

Recommended extinguishing media; alcohol resistant foam, CO_2, powder, water spray.
Do not use; water jet.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition: No hazardous decomposition data available.

5.3. Advice for fire-fighters

Cool closed containers exposed to fire by spraying them with water. Do not allow run off water and contaminants from fire fighting to enter drains or water ways.

ERG Guide No. ----

6. Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Put on appropriate personal protective equipment (see section 8).

6.2. Environmental precautions

Do not allow spills to enter drains or waterways.

Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

6.3. Methods and material for containment and cleaning up

Ventilate the area and avoid breathing vapors. Take the personal protective measures listed in section 8.

Contain and absorb spillage with non-combustible materials e.g. sand, earth, vermiculite. Place in

closed containers outside buildings and dispose of according to the Waste Regulations. (See section 13).

Clean, preferably with a detergent. Do not use solvents.

Do not allow spills to enter drains or watercourses.

If drains, sewers, streams or lakes are contaminated, inform the local water company immediately. In the case of contamination of rivers, streams or lakes the Environmental Protection Agency should also be informed.

7. Handling and storage

7.1. Precautions for safe handling

See section 2 for further details. - [Prevention]:

7.2. Conditions for safe storage, including any incompatibilities

Handle containers carefully to prevent damage and spillage.

Incompatible materials: No data available.

See section 2 for further details. - [Storage]:

7.3. Specific end use(s)

No data available.

8. Exposure controls and personal protection

There are no ingredients in this product which are classified as hazardous. Please refer to BVA LARV 2 label for EPA guidelines regarding Personal Protective Equipment and what to wear during application.

8.2. Exposure controls

Respiratory	If workers are exposed to concentrations above the exposure limit they must use the appropriate, certified respirators.
Eyes	Protective safety glasses recommended.
Skin	Wear overalls to keep skin contact to a minimum.
Engineering Controls	Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable

respiratory protection must be worn.

Other Work Practices	Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

See section 2 for further details. - [Prevention]:

9. Physical and chemical properties

Appearance	Colorless Liquid
Odor	Slight petroleum odor
Odor threshold	Not Measured
pH	Not Measured
Melting point / freezing point	Not Measured
Initial boiling point and boiling range	>251 °C (484°F)
Flash Point	>145°C (292°F)
Evaporation rate (Ether = 1)	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	**Lower Explosive Limit:** Not Measured **Upper Explosive Limit:** Not Measured
Vapor pressure (Pa)	< 0.13 kPa (1 mmHg) at 20°C
Vapor Density	Not Measured
Specific Gravity	Not Measured
Solubility in Water	Not Soluble
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt) @ 40 °C	9
Density @20°C (g/cm3)	0.84 - 0.87
Pour Point	<-12°C (10°F)

9.2. Other information

No other relevant information.

10. Stability and reactivity

10.1. Reactivity
Hazardous Polymerization will not occur.
10.2. Chemical stability
Stable under normal circumstances.
10.3. Possibility of hazardous reactions
No data available.
10.4. Conditions to avoid
No data available.
10.5. Incompatible materials
No data available.
10.6. Hazardous decomposition products
No hazardous decomposition data available.

11. Toxicological information

Acute toxicity

There are no ingredients in this product which are classified as hazardous.

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

Classification	Category	Hazard Description
Acute toxicity (oral)	---	Not Applicable
Acute toxicity (dermal)	---	Not Applicable
Acute toxicity (inhalation)	---	Not Applicable
Skin corrosion/irritation	---	Not Applicable
Serious eye damage/irritation	---	Not Applicable
Respiratory sensitization	---	Not Applicable
Skin sensitization	---	Not Applicable
Germ cell mutagenicity	---	Not Applicable

Carcinogenicity	---	Not Applicable
Reproductive toxicity	---	Not Applicable
STOT-single exposure	---	Not Applicable
STOT-repeated exposure	---	Not Applicable
Aspiration hazard	---	Not Applicable

12. Ecological information

12.1. Toxicity

No additional information provided for this product. See Section 3 for chemical specific data.

Aquatic Ecotoxicity

There are no ingredients in this product which are classified as hazardous.

12.2. Persistence and degradability

There is no data available on the preparation itself.

12.3. Bioaccumulative potential

Not Measured

12.4. Mobility in soil

No data available.

12.5. Results of PBT and vPvB assessment

This product contains no PBT/vPvB chemicals.

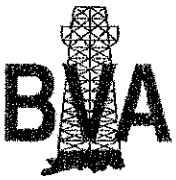
12.6. Other adverse effects

No data available.

13. Disposal considerations

13.1. Waste treatment methods

Observe all federal, state and local regulations when disposing of this substance.



14. Transport information

	DOT (Domestic Surface Transportation)	IMO / IMDG (Ocean Transportation)	ICAO/IATA
14.1. UN number	Not Applicable	Not Regulated	Not Regulated
14.2. UN proper shipping name	Not Regulated	Not Regulated	Not Regulated
14.3. Transport hazard class(es)	**DOT Hazard Class:** Not Applicable	**IMDG:** Not Applicable **Sub Class:** Not Applicable	**Air Class:** Not Applicable
14.4. Packing group	Not Applicable	Not Applicable	Not Applicable

14.5. Environmental hazards

IMDG Marine Pollutant: No

14.6. Special precautions for user

No further information

15. Regulatory information

Regulatory Overview The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented. All components of this material are either listed or exempt from listing on the TSCA Inventory.

WHMIS Classification Not Regulated

US EPA Tier II Hazards

Fire: No

Sudden Release of Pressure: No

Reactive: No

Immediate (Acute): No

Delayed (Chronic): No

EPCRA 311/312 Chemicals and RQs:

(No Product Ingredients Listed)

EPCRA 302 Extremely Hazardous :
(No Product Ingredients Listed)

EPCRA 313 Toxic Chemicals:
(No Product Ingredients Listed)

Proposition 65 - Carcinogens (>0.0%):
(No Product Ingredients Listed)

Proposition 65 - Developmental Toxins (>0.0%):
(No Product Ingredients Listed)

Proposition 65 - Female Repro Toxins (>0.0%):
(No Product Ingredients Listed)

Proposition 65 - Male Repro Toxins (>0.0%):
(No Product Ingredients Listed)

N.J. RTK Substances (>1%) :

Chemical name	CAS#	New Jersey TS Number
White Mineral Oil	8042-47-5	
Hydrotreated Distillate, Heavy Paraffin	64742-54-7	
Hydrotreated Distillate, Light Paraffin	64742-55-8	
Hydrotreated Neutral Oil	72623-87-1	

Penn RTK Substances (>1%) : (No Product Ingredients Listed)

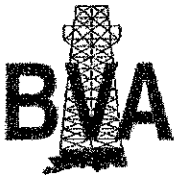
16. Other information

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

The full text of the phrases appearing in section 3 is:

Not Applicable

Version 2 – Updated
Section 1
Application Method See EPA Label
Section 8
There are no ingredients in this product which are classified as hazardous. Please refer to BVA LARV 2 label for EPA guidelines regarding Personal Protective Equipment and what to wear during application.



The information and recommendations contained herein are, to the best of our knowledge and belief, accurate and reliable as of the date issued. You can contact us to ensure that this document is the most current available. The information and recommendations are offered for the user's consideration and examination. It is the user's responsibility to satisfy itself that the product is suitable for the intended use. If buyer repackages this product, it is the user's responsibility to ensure proper health, safety and other necessary information is included with and/or on the container. Appropriate warnings and safe-handling procedures should be provided to handlers and users. Alteration of this document is strictly prohibited. Except to the extent required by law, re-publication or retransmission of this document, in whole or in part, is not permitted.

End of Document

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

August 11, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 26-043/CG), Term Contract for Larvicidal Oil for Jefferson County Mosquito Control.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

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

BID NAME:	**Term Contract for Larvicidal Oil for Jefferson County Mosquito Control**
BID NUMBER:	**(IFB 26-043/CG)**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, September 16, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffersoncountytx.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 bid in accordance with the terms and conditions stated in this bid.

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
August 13, 2026 & August 20, 2026

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BID SUBMISSIONS: One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet in its entirety. Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda. Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/
Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications and plans revised as of July 27, 2026.

1. BIDDING.

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

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

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

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

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

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

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

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

1.9 DESCRIPTIONS.
Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications

is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

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

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

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

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

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

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

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

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

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

1.18 RESPONSIVENESS.
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

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

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

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

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

2. PERFORMANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.15 MATERIAL SAFETY DATA SHEETS.
Under the "Hazardous Communications Act," commonly known as the "Texas Right to Know Act," a Bidder must

provide
the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

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

3. PURCHASE ORDERS AND PAYMENT.

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

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

3.3 PROMPT PAYMENT.
In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receiving and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County pursuant to Texas Government Code §2251.022.

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

4. CONTRACT.

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

4.2 CHANGE ORDER.
No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to

representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

additional shipping, handling and drayage fees may apply.

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY, WOMEN BUSINESS ENTERPRISE, 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:

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 Administration
409 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 Transportation
125 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.

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. The following is the current prevailing wage determination issued by the Department of Labor at time of solicitation:

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 reprocurement 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 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 Rentokil North America Inc., dba Target Specialty Products certifies or affirms the agreement and compliance will all Federally mandated contract provisions listed above in Section 2 where applicable.

Kirsti Rodney

Signature of Contractor's Authorized Official

Kirsti Rodney - Vector Customer Service Representative

Name and Title of Contractor's Authorized Official

09/14/2026

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.

Kirsti Rodney

Signature of Contractor's Authorized Official

Kirsti Rodney - Vector Customer Service Representative

Name and Title of Contractor's Authorized Official

09/14/2026

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 Rentokil North America Inc., dba Target Specialty Products 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.

Kirsti Rodney

Signature of Contractor's Authorized Official

Kirsti Rodney - Vector Customer Service Representative

Name and Title of Contractor's Authorized Official

09/14/2026

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.

Kirsti Rodney

Signature of Contractor's Authorized Official

Kirsti Rodney - Vector Customer Service Representative

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

09/14/2026

Date

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

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 Term Contract for Larvicidal Oil for Jefferson County Mosquito Control 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 Rentokil North America Inc., dba Target Specialty Products 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.

Kirsti Rodney

Signature of Contractor's Authorized Official

Kirsti Rodney - Vector Customer Service Representative

Name and Title of Contractor's Authorized Official

09/14/2026

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

All submissions must be received by 11:00 am CT, Wednesday, September 16, 2026.

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

COUNTY HOLIDAYS (2026):

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at deb.clark@jeffersoncountytx.gov. The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CST, Monday, August 24, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project. However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

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

Ask Gmail

Compose

Mail

Inbox 8
Starred
Snoozed
Important
Sent
Drafts 4
Categories
Purchases 1
More

Chat

Meet

Labels

**Need these
Account Setups
Allen Parish
APNA
Armchem
Ascension Parish
Bid Carts
Bid Communications
Bid Tabs
Bids
Cajun Mosquito

This email was sent by an automated administrator. Please do not reply to this message.

Dear Carol Kitzmiller, KATHLEEN SAPIO,

The registration for Rentokil North America, Inc. / 014495014 / 1GTH8 is now active in the U.S. Government's System for Aw Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

In order to remain eligible to do business with the Federal government, you must renew your entity's registration in SAM ever

You may invite additional users to manage or review your entity registration by following these steps:

1. Go to www.sam.gov and log in.
2. Select Entity Users from the sub-navigation menu on the My SAM page.
3. Select Invite User from the Entity Users menu.
4. Select the desired entity from the Level List.
5. Provide invitee's email address.
6. Assign role(s) to be associated with the user account.
7. Select Submit.

All invitees will receive an email message from SAM with instructions on how to complete the process.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to g by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally), for FREE help.

In addition, if you are located in the U.S. and its outlying areas, you can also get FREE support from your local Procurement assistance. Go to http://www.aptac-us.org/ to find your closest PTAC.

Thank you,
The System for Award Management (SAM) Administrator
https://www.sam.gov

Reply Forward Share in chat

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

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

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

A sample of a completed FORM 1295 is included on **PAGE 37**.

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

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

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

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

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

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

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

JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE** ☐

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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
CERTIFICATION OF FILING

Certificate Number:
2026-1515367

Date Filed:
09/14/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Target-specialty.com
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County, TX

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.
IFB 26-043/CG
Term Contract for Larvicidal Oil for Jefferson County Mosquito Control

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Carrasco, Raphael	Reading, PA United States	X	
Coley, Aaron	Reading, PA United States		X
Moffroid, Alain	Reading, PA United States		X
Helt, David	Santa Fe Springs, CA United	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kirsti Rodney, and my date of birth is 07/17/1990.

My address is 1225 North Post Oak Rd., Houston (city), TX (state), 77055 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 14th day of September (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 11 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

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

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta GA 30328 License#: 0B29370	CONTACT NAME: Certificate Unit PHONE (A/C, No, Ext): 404-781-1700 FAX (A/C, No): E-MAIL ADDRESS: certificate@epicbrokers.com
INSURED Rentokil North America, Inc. dba Target Specialty Products (TAR3141) 1125 Berkshire Blvd., Suite 150 Wyomissing PA 19610 RENTNOR1	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : ACE American Insurance Company 22667 INSURER B : ACE Property and Casualty Insurance Co 20699 INSURER C : AXIS Insurance Company 37273 INSURER D : Old Republic Insurance Company 24147 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1678069313 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			OGLG27240331	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			MWTB 318783 25	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 8,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			XOOG27239420	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ $10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			MWC 318781 25	10/1/2025	10/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	Errors & Omissions Liability			OGLG27240331	10/1/2025	10/1/2026	Each Incident/Agg	$5,000,000
C	Crime/Client Coverage			P-001-000968899-04	10/1/2025	10/1/2026	Each Occurrence	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 26-043/CG) Term Contract for Larvicidal Oil for Jefferson County Mosquito Control

Bidder's Company/Business Name: Rentokil North America Inc., dba Target Specialty Products

Bidder's TAX ID Number: 23-1568350

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

Contact Person: Kirsti Rodney **Title:** Vector Customer Service Representative

Phone Number (with area code): 225-999-8307

Alternate Phone Number if available (with area code): 713-249-2075 (Mike Nichols)

Fax Number (with area code): _____

Email Address: Kirsti.Rodney@Target-Specialty.com

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

11301 Industriplex Blvd, STE 100
Address
Baton Rouge, LA 70809
City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no contact in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or by email at deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 26-043/CG.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for Larvicidal Oil for Jefferson County Mosquito Control subject to the terms and conditions stated for an initial period **beginning on or about date of award**.

Bidders shall attach to bid form, a current safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Prices quoted shall be F.O.B. Jefferson County Mosquito Control, 8905 1st Street, Beaumont, TX 77705. Bidder bears freight charges. All prices must be written in ink or typewritten.

Quote unit prices extended to lump sum prices. The basis of the award will be the unit prices quoted. The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds.

The County reserves the right to make the award to one (1) successful bidder or per line item.

Refer questions of a commercial nature to cynthia.greene@jeffersoncountytx.gov; and questions of a technical nature to Bart Foster, PhD, Director, Jefferson County Mosquito Control at bart.foster@jeffersoncountytx.gov.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and must include documentation of the actual change in manufacturing costs. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Approximate Annual Usage

No promise is made or implied for quantities that will be purchased. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase Orders for Larvicidal Oil will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

Contract

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

Brand name should be indicated on Bid Form. Change of container size may disqualify bid. Dilution ratio will be a factor in award of chemicals.

Bidders shall attach to bid form a current Safety Data Sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Item	Description
1	**Larvicidal Oil** – Kills larvae and pupa stages of mosquitoes. Physical control of mosquito broods: kills by suffocation.

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:

Rentokil North America Inc.,
dba Target Specialty Products
Company Name

11301 Industriplex Blvd, STE 100
Address

Baton Rouge, LA 70809
City State Zip

Kirsti Rodney
Signature of Person Authorized to Sign

Kirsti Rodney
Printed Name

Vector Customer Service Representative
Title

For clarification of this offer, contact:

Kirsti Rodney - Vector Customer Service Representative OR
Mike Nichols - National Sales Representative
Name & Title

225-999-8307 Kirsti or 713-249-2075 Mike
Phone Fax

Kirsti.Rodney@Target-Specialty.com or
Mike.Nichols@ Target-Specialty.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: Term Contract for Larvicidal Oil for Jefferson County Mosquito Control. 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 26-043/CG, Term Contract for Larvicidal Oil for Jefferson County Mosquito Control. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

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

ATTEST:

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

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

BID FORM

Item	Est Qty. (Gal.)	Description	Brand bid	Dilution ratio	MSDS Labels Attached	Price per Gallon	Total Price
1	3000 Bulk order	Larvicidal Oil	BVA- 2 Larvicide Oil (Bulk)	NA - Applied undiluted	Yes	$25.50	$76,500.00

Bidders must attach to bid form a current safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: St. Tammany Parish Mosquito Control

Address: 62436 Airport Road, Slidell, LA 70460

Contact Person and Title: Kevin Caillouet - Executive Director

Phone: 985-643-5050 Fax:

Email Address: caillouet@stpmad.org Contract Period: May 2025- Present

Scope of Work: Bid for Insecticide/Harbicides

REFERENCE TWO

Government/Company Name: Horry County Mosquito Control

Address: 4401 Privetts Road, Conway, SC 29526

Contact Person and Title: James Brock - Mosquito Control Manager

Phone: 843-503-5848 Fax:

Email Address: brockja@horrycounty.org Contract Period: May 1, 2026 to Present

Scope of Work: Mosquito Control Chemicals and Pesticides

REFERENCE THREE

Government/Company Name: Rockland County

Address: 50 Sanatorium Road, Pomona, NY 10970

Contact Person and Title: Nicholas Chodor - Purchaser

Phone: 845-364-3856 Fax:

Email Address: ChodorN@co.rockland.ny.us Contract Period: April 1, 2026 - Present

Scope of Work: Delivery of insecticides, herbicides, and equipment

SIGNATURE PAGE

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

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

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

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

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

Rentokil North America Inc., dba Target Specialty Products	Kirsti Rodney
Bidder (Entity Name)	Signature
11301 Industriplex Blvd, STE 100	Kirsti Rodney
Street & Mailing Address	Print Name
Baton Rouge, LA 70809	09/14/2026
City, State & Zip	Date Signed
225-999-8307	
Telephone Number	Fax Number
Kirsti.Rodney@Target-Specialty.com	
E-mail Address	

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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.**

Rentokil North America Inc., dba Target Specialty Products

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.**

NA - No Conflict of Interest Exists
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☑ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 Kristi Rodney — Signature of vendor doing business with the governmental entity

09/14/2026 — Date

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting 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 contract 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.

Kirsti Rodney
Printed Name of Authorized Representative

Kirsti Rodney
Signature

Vector Customer Service Representative
Title

09/14/2026
Date

REQUIRED FORM FOR FEDERALLY OR STATE FUNDED PROCUREMENTS

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

Rentokil North America Inc.,dba Target Specialty Products does not use Subcontractors and is a major corportation that is not hub certified.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HUBZone, DBE, or ACDBE CERTIFIED VENDORS

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

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

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

Contractor Name: Rentokil North America Inc., dba Target Specialty Products Certified: ☐ Yes ☑ No

Address: NA - Rentokil North America Inc, dba Target Specialty Products does NOT use Subcontractors
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: NA- Rentokil Norh America Inc., dba Target Specialty Products does NOT employ or use Subcontractors
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: _____

Kirsti Rodney	Kirsti Rodney	09/14/2026
Printed Name of Contractor Representative	Signature of Representative	Date
NA - No HUB used		
Printed Name of HUB	Signature of Representative	Date

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

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

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

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

Prime Contractor: Rentokil North America Inc., dba Target Specialty Products Certified: ☐ Yes ☑ No

Certification Type: None - Rentokil North America Inc., dba Target Specialty Products does not use Subcontractors

Address: _____
Street City State Zip

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

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total Certified Subcontracts: $ _____

Construction Certification Goals: HUBZone _____% DBE _____% ACDBE _____%

FOR OFFICE USE ONLY:

Verification date Jefferson County reviewed and verified Sub information Date: _____ Initials: _____

PART I. CERTIFIED SUBCONTRACTOR DISCLOSURE

Certified Subcontractor: NA- Rentokil Norh America Inc., dba Target Specialty Products does NOT employ or use Subcontractors

Certification Type: _____

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

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.

HUBZone, DBE or ABCDE CERTIFIED VENDOR SUBCONTRACTING PARTICIPATION DECLARATION FORM

Certified Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

Certified Subcontractor: NA- Rentokil North America Inc., dba Target Specialty Products does NOT employ or use Subcontractors

Certification Type: _____

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

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: _____

Certified Subcontractor: _____

Certification Type: _____

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

Address: _____
Street City State Zip

NA

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: _____

All Certified Subcontractor Participation may be verified with the Certified Subcontractor(s) listed on Part I.

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

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUCONTRACTING PARTICIPATION DECLARATION FORM

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

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the Certification goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-Certified." *(Complete Part III)*
- ☐ Certified vendors were solicited but did not respond.
- ☐ Certified vendors solicited were not competitive.
- ☐ Certified vendors were unavailable for the following trade(s):
- ☑ Other: NA- Rentokil North America Inc., dba Target Specialty Products does not use Subcontractors, and is not SBE or HUB certified

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

PART III: DISCLOSURE OF OTHER "NON-CERTIFIED" SUBCONTRACTS

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: NA - Rentokil North America Inc, dba Target Specialty Products does NOT use Subcontractors

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: _____

NA

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.

HUBZone, DBE or ACDBE CERTIFIED VENDOR SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: NA 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: NA Title: _____

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

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

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUBZone, DBE & ACDBE Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Kirsti Rodney

Title: Vector Customer Service Representative

Signature: Kirsti Rodney

Date: 09/14/2026

E-mail address: Kirsti.Rodney@Target-Specialty.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Kirsti.Rodney@Target-Specialty.com

Title: Vector Customer Service Representative

Date: 09/14/2026

E-mail address: Kirsti.Rodney@Target-Specialty.com

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

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 con- tract 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.

IFB 26-043 CG — Solicitation Number

Term Contract for Larvicidal Oil for Jefferson County Mosquito Control — Solicitation Title

C1230 — Agency Number

Jefferson County — Agency Name

SOLICITATION POINT OF CONTACT

Kirsti Rodney — Name

Kirsti.Rodney@Target-Specialty.com — Email Address

225-999-8307 — Phone Number: (Point of Contact)

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

VetHUB SUBCONTRACTING PLAN

Section 1: Respondent Information

Rentokil North America Inc., dba Target Specialty Products
Respondent (Company) Name

Kirsti Rodney	Kirsti.Rodney@Target-Specialty.com	225-999-8307
Point of Contact	Email Address	Phone Number

Is your company a State of Texas Certified VetHUB? Yes (No)

IFB 26-043 CG	09/16/2026
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.

Kirsti Rodney	Kirsti Rodney
Signature	Printed Name
Vector Customer Service Representative	09/14/2026
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.

NA - Rentokil North America Inc, dba Target Specialty Products will not use subcontractors

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.

Kirsti Rodney
Signature

Kirsti Rodney
Printed Name

Vector Customer Service Representative
Title

09/14/2026
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 Bidder" refers to a person who is not a resident.

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

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

☑ I certify that Rentokil North America Inc., dba Target Specialty Products [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Reading Pennsylvania (city and state).

Taxpayer Identification Number (T.I.N.):	23-1568350
Company Name submitting bid/proposal:	Rentokil North America Inc., dba Target Specialty Products
Mailing address:	11301 Industriplex Blvd, STE 100, Baton Rouge LA 70809
If you are an individual, list the names and addresses of any partnership of which you are a general partner: Not an individual, major corporation	

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

Jefferson County Tax Acct. No.*	Property address or location**
NA - no taxable property owned	

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

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

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

HOUSE BILL 89 VERIFICATION

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) Kirsti Rodney, 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.

Rentokil North America Inc., dba Target Specialty Products
Company Name

Kirsti Rodney
Signature of Authorized Official

Vector Customer Service Representative 09/14/2026
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) Kirsti Rodney, 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

Rentokil North America Inc.,
dba Target Specialty Products
Company Name

Kirsti Rodney
Signature of Authorized Official

Vector Customer Service Representative
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.

Rentokil North America Inc., dba Target Specialty Products

Company Name

IFB 26-043 CG

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF Louisiana COUNTY OF East Baton Rouge Parish

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

on this day personally appeared Kirsti Rodney (name), who

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

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

for Rentokil North America Inc., dba Target Specialty Products (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Rentokil North America Inc., dba Target Specialty Products (name of firm).

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

Name and address of Bidder: Rentokil North America Inc., dba Target Specialty Products

11301 Industriplex Blvd, STE 100, Baton Rouge LA 70809

Fax: NA Telephone# 225-999-8307

by: Kirsti Rodney (print name) Title: Vector Customer Service Representative

Signature: Kirsti Rae Rodney

SUBSCRIBED AND SWORN to before me by the above-named

Kirsti Rae Rodney on

this the 14th day of September, 2026.

Electronically signed and notarized online using the Proof platform.

Courtney Jones

Notary Public in and for

the State of Texas ; County of Harris

Courtney Jones
ID NUMBER
13444822-1
COMMISSION EXPIRES
July 11, 2027

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

BVA 2 MOSQUITO LARVICIDE OIL

ACTIVE INGREDIENT:	% BY WT.
Mineral Oil*	97%
Other Ingredients	3%
Total	100%

*Contains petroleum distillate

KEEP OUT OF REACH OF CHILDREN

CAUTION

PRECAUTIONARY STATEMENTS

CAUTION

Harmful if swallowed. Avoid contact with eyes, skin and clothing. Wear goggles and chemical-resistant gloves. Avoid breathing spray, mists or vapors. Wash hands after using. Avoid contamination of food or food stuffs.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Some materials that are chemical-resistant to this product are barrier laminate, nitrile rubber, neoprene rubber, and Viton. If you want more options, follow the instructions for category E on an EPA chemical-resistance selection chart.

Mixers, loaders, applicators, flaggers, and other handlers must wear:

- Long-sleeved shirt and long pants,
- Shoes plus socks, and
- Chemical-resistant gloves.

Follow manufacturer's instructions for cleaning and maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with the product's concentrate. Do not reuse them.

ENGINEERING CONTROLS

Pilots must use an enclosed cockpit that meets the requirements listed in the WPS for agricultural pesticides [40 CFR 170.240(d)(6)].

USER SAFETY RECOMMENDATIONS

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing/PPE if pesticide gets inside. Then, wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash outside of gloves before removing them. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

Do not apply directly to water, except as directed for use on this label. Aquatic organisms may be killed in waters where this product is used. Consult the State agency, with primary responsibility for regulating pesticides, before applying to public waters to determine if a permit is needed. Do not contaminate water when disposing of equipment washwater or rinsate. Drift and runoff may be hazardous to aquatic organisms in water adjacent to treated areas.

PHYSICAL AND CHEMICAL HAZARDS

Do NOT store, use, pour or spill near flames or excessive heat. In case of fire, use water spray, foam, CO_2, or dry chemical.

TERMS

To the extent consistent with applicable laws, the seller's guarantee is limited to the terms on the label. The buyer accepts the product on these conditions. Timing and method of applications, crop conditions, weather, and mixtures with chemicals in the use of this product are beyond the control of the seller.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

PESTICIDE STORAGE: Store in a cool, dry, locked area out of the reach of children. Do not store near excessive heat or open flame.

PESTICIDE DISPOSAL: Pesticide or pesticide waste rinse solution that cannot be used according to the label, must be disposed of according to applicable Federal, State, or local procedures or at an approved waste disposal facility.

CONTAINER DISPOSAL: Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into the mix tank. Fill the container ¼ full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into the mix tank or store rinsate for later disposal. Repeat this procedure two more times. Then offer for recycling, if available. If recycling is not available, puncture container and dispose of it in a sanitary landfill or by other approved State and local procedures.

FIRST AID	
If inhaled	• Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth, if possible. • Call a poison control center or doctor for further treatment advice.
If on skin or clothing	• Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
If in eyes	• Call a poison control center or doctor for treatment advice. • Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.
If swallowed	• Immediately call a poison control center or doctor. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give any liquid to the person. • Do not give anything by mouth to an unconscious person.
Have the product container or label with you when calling a poison control center, or doctor, or going for treatment. You may also contact CHEMTREC 1.800.424.9300 for emergency medical treatment information.	
NOTE TO PHYSICIAN: This product contains petroleum distillate and may pose an aspiration pneumonia hazard.	

See left side panel for additional precautionary statements

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Do not apply this product in a way that will contact adults, children, or pets, either directly or through drift. Do not allow adults, children, or pets to enter treated areas until sprays have dried.

BVA 2 Mosquito Larvicide may be used to control mosquito larvae in swamps, marshes, floodwater areas, drainage areas, storm sewer catch basins, waste treatment facilities, settling ponds, ditches, temporary rain pools and other man-made depressions containing stagnant water pools, including, abandoned swimming pools, fountains and ponds.

Apply BVA 2 Mosquito Larvicide at rates of 1-5 gallons per acre depending on how dense the vegetation and weeds may be. This product may be applied by the following methods: handgun or handwand sprayer and by air.

BVA 2 Mosquito Larvicide has a water-white clear color and is practically odorless.

DIRECTIONS FOR USE (continued)

BVA 2 Mosquito Larvicide does not depend on life-cycle time for effectiveness. As it kills by suffocation, mosquitoes do not develop resistance. When applied as directed this product does not leave a dark oily film.

SPRAY DRIFT MANAGEMENT

A variety of factors (e.g., wind direction, wind speed, temperature, and relative humidity) and method of application (e.g., handgun, handwand, ground, or aerial) can influence pesticide drift. The applicator must evaluate all factors and make appropriate adjustments when applying this product.

Wind Speed: Do not apply at wind speeds greater than 15 mph at the application site.

Temperature Inversions: If applying at wind speeds less than 3 mph, the applicator must determine if:

a) conditions of temperature inversion exist, or
b) stable atmospheric conditions exist at or below nozzle height.

Do not make applications into areas of temperature inversions or stable atmospheric conditions.

Droplet Size: Apply as a medium or coarser spray (ASABE standard 572), and the minimum volume mean diameter (VMD) for spinning atomizer nozzles.

Ground Spray (Handgun Handwand) Applications

Ground applications must be in compliance with the specifications indicated above regarding Wind Speed, Temperature Inversions, and Droplet Size.
Apply using a nozzle height of no more than 4 feet above the ground, water surface, or crop canopy.

Aerial Applications

Aerial applications must be in compliance with the specifications indicated above regarding Wind Speed, Temperature Inversions, and Droplet Size.

Release Height: Do not release spray at a height greater than 10 feet above the ground, water surface, or the tops of plants that are to be sprayed.

Boom Length: The boom length must not exceed 75% of the wingspan or 90% of the rotor blade diameter.

Swath Adjustment: When applications are made with a cross-wind, the swath will be displaced downwind. The applicator must compensate for this displacement at the downwind edge of the application area by adjusting the path of the aircraft upwind. Leave at least one untreated swath at the downwind edge of the treated field.

TREATMENT RATES

Apply this product at rates of 1 to 5 gallons per acre (3 to 15 fl. oz. per 1000 sq. ft.) depending on water surface conditions and vegetative density. Use 1 to 2½ gallons per acre (3 to 7½ fl. oz. per 1000 sq. ft.) if trees are in green tip stage, vegetative cover is light, and water is essentially clean.

To penetrate heavier or denser vegetative cover, or if water is substantially polluted, use 2½ to 5 gallons per acre (7½ to 15 fl. oz. per 1000 sq. ft.).

An average rate of 2½ to 3 gallons per acre (approximately 1 quart per 5000 sq. ft. (50'x100' area)), 7½ to 9 fl. oz. per 1000 sq. ft. or 2-4 teaspoons per 100 sq. ft. (10'x10' area) of water surface covers most conditions.

BVA Inc.
4205 Martin Road
Commerce Township, MI 48390
800.231.3376
www.bvaoils.com
REV121620

LOT#_____ NET CONTENTS:_____

See right side panel for remainder of DIRECTIONS FOR USE section

EPA Reg. No. 70589-1 EPA Est. No. 55206-MI-001

Safety Data Sheet

SDS Revision Date: 28-August-2023

BVA LARV 2
EPA # 70589-1

1. Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product Identity	BVA LARV 2
Alternate Names	BVA 2 Larvicide, L2

1.2. Relevant identified uses of the substance or mixture and uses advised against

Intended use	Lubricant
Application Method	See Technical Data Sheet.

1.3. Details of the supplier of the safety data sheet

Company Name	BVA, Inc. 4205 Martin Road Commerce Township, MI 48390 USA
Emergency	
CHEMTREC (USA)	(800) 424-9300
24 hour Emergency Telephone No.	(800) 424-9300 (CHEMTREC) +1 202-366-4488 (outside the USA).
Customer Service:	(248) 348-4920

2. Hazard identification of the product

2.1. Classification of the substance or mixture

Asp. Tox. 1;H304 May be fatal if swallowed and enters airways.

2.2. Label elements

Using the Toxicity Data listed in section 11 and 12 the product is labeled as follows.



Danger

H304 May be fatal if swallowed and enters airways.

[Prevention]:

No GHS prevention statements

[Response]:

P301+310 IF SWALLOWED: Immediately call a POISON CENTER or doctor / physician.

P331 Do NOT induce vomiting.

[Storage]:

P405 Store locked up.

[Disposal]:

P501 Dispose of contents / container in accordance with local / national regulations.

3. Composition/information on ingredients

This product contains the following substances that present a hazard within the meaning of the relevant State and Federal Hazardous Substances regulations.

Ingredient/Chemical Designations	Weight %	GHS Classification	Notes
Distillates (petroleum), hydrotreated light paraffinic; Base oil-unspecified CAS Number: 0064742-55-8	75 - 100	Not Classified	[1]

[1] Substance classified with a health or environmental hazard.
[2] Substance with a workplace exposure limit.
[3] PBT-substance or vPvB-substance.
*The full texts of the phrases are shown in Section 16.

4. First aid measures

4.1. Description of first aid measures

General In all cases of doubt, or when symptoms persist, seek medical attention. Never give anything by mouth to an unconscious person.

Inhalation Remove to fresh air, keep patient warm and at rest. If breathing is irregular or stopped, give artificial respiration. If unconscious place in the recovery position and obtain immediate medical attention. Give nothing by mouth.

Eyes Irrigate copiously with clean water for at least 15 minutes, holding the eyelids apart and seek medical attention.

Skin Remove contaminated clothing. Wash skin thoroughly with soap and water or use a recognized skin cleanser.

Ingestion If accidentally swallowed obtain immediate medical attention. Keep at rest. Do NOT induce vomiting.

4.2. Most important symptoms and effects, both acute and delayed

Overview Treat symptomatically. Exposure to solvent vapor concentrations from the component solvents in excess of the stated occupational exposure limits may result in adverse health effects such as mucous membrane and respiratory system irritation and adverse effects on the kidneys, liver and central nervous system. Symptoms include headache, nausea, dizziness, fatigue, muscular weakness, drowsiness and in extreme cases, loss of consciousness.

Repeated or prolonged contact with the preparation may cause removal of natural fat from the skin resulting in dryness, irritation and possible non-allergic contact dermatitis. Solvents may also be absorbed through the skin. Splashes of liquid in the eyes may cause irritation and soreness with possible reversible damage. See section 2 for further details.

5. Fire-fighting measures

5.1. Extinguishing media

Recommended extinguishing media; alcohol resistant foam, CO_2, powder, water spray.
Do not use; water jet.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition: High temperatures and fires may produce such toxic substances as carbon monoxide and carbon dioxide.

5.3. Advice for fire-fighters

Cool closed containers exposed to fire by spraying them with water. Do not allow run off water and contaminants from fire fighting to enter drains or water ways.

ERG Guide No. ----

6. Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Put on appropriate personal protective equipment (see section 8).

6.2. Environmental precautions

Do not allow spills to enter drains or waterways.

Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

6.3. Methods and material for containment and cleaning up

Ventilate the area and avoid breathing vapors. Take the personal protective measures listed in section 8.

Contain and absorb spillage with non-combustible materials e.g. sand, earth, vermiculite. Place in closed containers outside buildings and dispose of according to the Waste Regulations. (See section 13).

Clean, preferably with a detergent. Do not use solvents.

Do not allow spills to enter drains or watercourses.

If drains, sewers, streams or lakes are contaminated, inform the local water company immediately. In the case of contamination of rivers, streams or lakes the Environmental Protection Agency should also be informed.

7. Handling and storage

7.1. Precautions for safe handling

See section 2 for further details. - [Prevention]:

7.2. Conditions for safe storage, including any incompatibilities

Handle containers carefully to prevent damage and spillage.

Incompatible materials: Strong oxidizing agents and acids.

See section 2 for further details. - [Storage]:

7.3. Specific end use(s)

No data available.

8. Exposure controls and personal protection

8.1. Control parameters

Exposure

CAS No.	Ingredient	Source	Value
0064742-55-8	Distillates (petroleum), hydrotreated light paraffinic; Baseoil-unspecified	OSHA	No Established Limit
		ACGIH	No Established Limit
		NIOSH	No Established Limit
		Supplier	No Established Limit

Contains mineral oil. The exposure limits for oil mist are 5 mg/m3 OSHA PEL and 10 mg/m3 ACGIH.

Carcinogen Data

CAS No.	Ingredient	Source	Value
0064742-55-8	Distillates (petroleum), hydrotreated light paraffinic; Baseoil-unspecified	OSHA	Select Carcinogen: No
		NTP	Known: No; Suspected: No
		IARC	Group 1: No; Group 2a: No; Group 2b: No; Group 3: No; Group 4: No;

8.2. Exposure controls

Respiratory If workers are exposed to concentrations above the exposure limit they must use the appropriate, certified respirators.

Eyes Protective safety glasses recommended.

Skin Wear overalls to keep skin contact to a minimum.

Engineering Controls Provide adequate ventilation. Where reasonably practicable this should be achieved by the use of local exhaust ventilation and good general extraction. If these are not sufficient to maintain concentrations of particulates and any vapor below occupational exposure limits suitable respiratory protection must be worn.

Other Work Practices Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet. Promptly remove soiled clothing and wash thoroughly before reuse.

See section 2 for further details. - [Prevention]:

9. Physical and chemical properties

Appearance	Colorless Liquid
Odor	Slight petroleum odor
Odor threshold	Not Measured
pH	Not Measured
Melting point / freezing point	Not Measured
Initial boiling point and boiling range	>160°C
Flash Point	160°C (320°F)
Evaporation rate (Ether = 1)	Not Measured
Flammability (solid, gas)	Not Applicable
Upper/lower flammability or explosive limits	**Lower Explosive Limit:** Not Measured **Upper Explosive Limit:** Not Measured
Vapor pressure (Pa)	< 0.13 kPa (1 mmHg) at 20°C
Vapor Density	Not Measured
Specific Gravity	Not Measured
Solubility in Water	Not Soluble
Partition coefficient n-octanol/water (Log Kow)	Not Measured
Auto-ignition temperature	Not Measured
Decomposition temperature	Not Measured
Viscosity (cSt) @ 40 °C	8.0 - 11.5 cSt @ 20°C
Density @ 20°C (g/cm3)	0.82 - 0.86
Pour Point °C (°F)	<-12°C (10°F)

9.2. Other information

DMSO extract by IP346: Less than 3.0 wt % (mineral oil component only)

10. Stability and reactivity

10.1. Reactivity

Hazardous Polymerization will not occur.

10.2. Chemical stability

Stable under normal circumstances.

10.3. Possibility of hazardous reactions

No data available.

10.4. Conditions to avoid

Excessive heat and open flame.

10.5. Incompatible materials

Strong oxidizing agents and acids.

10.6. Hazardous decomposition products

High temperatures and fires may produce such toxic substances as carbon monoxide and carbon dioxide.

11. Toxicological information

Acute toxicity

Exposure to solvent vapor concentrations from the component solvents in excess of the stated occupational exposure limits may result in adverse health effects such as mucous membrane and respiratory system irritation and adverse effects on the kidneys, liver and central nervous system. Symptoms include headache, nausea, dizziness, fatigue, muscular weakness, drowsiness and in extreme cases, loss of consciousness.

Repeated or prolonged contact with the preparation may cause removal of natural fat from the skin resulting in dryness, irritation and possible non-allergic contact dermatitis. Solvents may also be absorbed through the skin. Splashes of liquid in the eyes may cause irritation and soreness with possible reversible damage.

Ingredient	Oral LD50, mg/kg	Skin LD50, mg/kg	Inhalation Vapor LC50, mg/L/4hr	Inhalation Dust/Mist LC50, mg/L/4hr	Inhalation Gas LC50, ppm
Distillates (petroleum), hydrotreated light paraffinic; Baseoil-unspecified - (64742-55-8)	> 5,000.00, Rat - Category: NA	>2,000.00, Rabbit - Category: 5	No data available	No data available	No data available

Note: When no route specific LD50 data is available for an acute toxin, the converted acute toxicity point estimate was used in the calculation of the product's ATE (Acute Toxicity Estimate).

Classification	Category	Hazard Description
Acute toxicity (oral)	---	Not Applicable
Acute toxicity (dermal)	---	Not Applicable
Acute toxicity (inhalation)	---	Not Applicable
Skin corrosion/irritation	---	Not Applicable
Serious eye damage/irritation	---	Not Applicable
Respiratory sensitization	---	Not Applicable
Skin sensitization	---	Not Applicable
Germ cell mutagenicity	---	Not Applicable
Carcinogenicity	---	Not Applicable
Reproductive toxicity	---	Not Applicable
STOT-single exposure	---	Not Applicable

STOT-repeated exposure	---	Not Applicable
Aspiration hazard	1	May be fatal if swallowed and enters airways.

12. Ecological information

12.1. Toxicity

No additional information provided for this product. See Section 3 for chemical specific data.

Aquatic Ecotoxicity

Ingredient	96 hr LC50 fish, mg/l	48 hr EC50 crustacea, mg/l	ErC50 algae, mg/l
Distillates (petroleum), hydrotreated light paraffinic; Baseoil-unspecified - (64742-55-8)	Not Available	Not Available	Not Available

12.2. Persistence and degradability

There is no data available on the preparation itself.

12.3. Bioaccumulative potential

Not Measured

12.4. Mobility in soil

No data available.

12.5. Results of PBT and vPvB assessment

This product contains no PBT/vPvB chemicals.

12.6. Other adverse effects

No data available.

13. Disposal considerations

13.1. Waste treatment methods

Observe all federal, state and local regulations when disposing of this substance.

14. Transport information

	DOT (Domestic Surface Transportation)	IMO / IMDG (Ocean Transportation)	ICAO/IATA
14.1. UN number	Not Applicable	Not Regulated	Not Regulated
14.2. UN proper shipping name	Not Regulated	Not Regulated	Not Regulated
14.3. Transport hazard class(es)	**DOT Hazard Class:** Not Applicable **Sub Class:** Not Applicable	**IMDG:** Not Applicable **Sub Class:** Not Applicable	**Air Class:** Not Applicable **Sub Class:** Not Applicable

14.4. Packing group	Not Applicable	Not Applicable	Not Applicable

14.5. Environmental hazards

IMDG Marine Pollutant: No;

14.6. Special precautions for user

15. Regulatory information

Regulatory Overview The regulatory data in Section 15 is not intended to be all-inclusive, only selected regulations are represented.

Toxic Substance Control Act (TSCA) All components of this material are either listed or exempt from listing on the following Chemical Inventories: AICS, DSL, ENCS, IECSC, KECI, NZIoC, PICCS, TSCA, TCSI.

EPCRA 311/312 Chemicals and RQs:
(No Product Ingredients Listed)

EPCRA 302 Extremely Hazardous :
(No Product Ingredients Listed)

EPCRA 313 Toxic Chemicals:
(No Product Ingredients Listed)

Proposition 65 - Carcinogens (>0.0%):
(No Product Ingredients Listed)

Proposition 65 - Developmental Toxins (>0.0%):
(No Product Ingredients Listed)

Proposition 65 - Female Repro Toxins (>0.0%):
(No Product Ingredients Listed)

Proposition 65 - Male Repro Toxins (>0.0%):
(No Product Ingredients Listed)

N.J. RTK Substances (>1%) :
(No Product Ingredients Listed)

Penn RTK Substances (>1%) :
(No Product Ingredients Listed)

16. Other information

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein. We accept no responsibility and disclaim all liability for any harmful effects which may be caused by exposure to our products. Customers/users of this product must comply with all applicable health and safety laws, regulations, and orders.

The full text of the phrases appearing in section 3 is:

28-August-2023: SDS reviewed and reissued

The information and recommendations contained herein are, to the best of our knowledge and belief, accurate and reliable as of the date issued. You can contact us to ensure that this document is the most current available. The

information and recommendations are offered for the user's consideration and examination. It is the user's responsibility to satisfy itself that the product is suitable for the intended use. If buyer repackages this product, it is the user's responsibility to ensure proper health, safety and other necessary information is included with and/or on the container. Appropriate warnings and safe-handling procedures should be provided to handlers and users. Alteration of this document is strictly prohibited. Except to the extent required by law, re-publication or retransmission of this document, in whole or in part, is not permitted.

End of Document

CONTRACT RENEWAL FOR IFB 22-046/MR
TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY

The County entered into a contract with Republic Services of Beaumont for one (1) year, from October 4, 2022 to October 3, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from September 30, 2026 to September 29, 2027.

ATTEST:

By: Judy Grinnell

Roxanne Acosta Hellberg, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Republic Services of Beaumont

(Name)

CONTRACT RENEWAL FOR IFB 22-052/MR
TERM CONTRACT FOR DUST SUPPRESSANT FOR JEFFERSON COUNTY

The County entered into a contract with Base-Seal International, Inc. for one (1) year, from October 11, 2022 to October 10, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from October 7, 2026 to October 6, 2027.

ATTEST:

By: Judy Grinnell

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Base-Seal International, Inc.

Carol L. Bowers

(Name)

CONTRACT RENEWAL FOR RFP 25-035/CG
EMERGENCY DEBRIS MONITORING SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Tetra Tech, Inc. for one (1) year, from October 14, 2025 to October 13, 2026, with an option to renew the contract for up to a three (3) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from October 13, 2026 to October 12, 2027.

ATTEST:

By: Judy Grinnell

Roxanne Acosta Hellberg, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Tetra Tech, Inc.

(Name)
Jonathan Burgiel, Business Unit President

TETRA TECH

August 25, 2026

Sent via email to Cynthia.Greene@jeffersoncountytx.gov

Cynthia Greene
Contract Specialist
Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

RE: Emergency Debris Monitoring Services (RFP 25-035/CG)
2026 Request for Contract Renewal and Rate Change

Dear Ms. Greene,

Jefferson County (County) entered into a contract for Emergency Debris Monitoring Services with Tetra Tech, Inc. (Tetra Tech) for a period beginning on October 14, 2025 through October 13, 2026, with the option to renew the contract term for two (2) additional (1) one year periods. Tetra Tech is requesting the County to exercise the first renewal option from October 14, 2026 to October 13, 2027 with an adjustment to the hourly rates based on the CPI-U Base Price Adjustment Calculation below:

CPI for July 2025: 312.771
CPI for July 2026: 322.638
Increase Calculation: 322.638 (July 2026) - 312.771 (July 2025) = 9.867
9.867 / 312.771 (July 2025) = **3.15% increase**

As such, Tetra Tech requests the County to consider increasing Tetra Tech's hourly rates by 3.15%. Please find enclosed the updated hourly rates for review and approval which includes the 3.15% increase (Attachment A) and a detailed calculation breakdown as well as the CPI-U Original Data Value for July 2025 to July 2026 (Attachment B).

Please contact me directly at TDR.Contracts@tetratech.com should you have any questions or need additional information.

Sincerely,

Victoria Menendez
Contracts Coordinator

Tetra Tech, Inc.
2301 Lucien Way, Suite 120, Maitland, FL 32751
407-735-6580 | TDR.contracts@tetratech.com | tetratech.com

Attachment A

TETRA TECH, INC.
UPDATED RATE SCHEDULE
Jefferson County, Texas
Disaster Recovery Debris Monitoring Services
RFP 25-35/CG

The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up.

Position	Current Hourly Rate	CPI 3.15% Increase	CPI $ Increase	Updated Hourly Rate w/ 3.15% Increase
Project Manager	$65.00	3.15%	$ 2.05	$ 67.05
Operations Manager	$55.00	3.15%	$ 1.73	$ 56.73
Data Manager	$45.00	3.15%	$ 1.42	$ 46.42
GIS Analyst	$45.00	3.15%	$ 1.42	$ 46.42
Field Supervisor	$45.00	3.15%	$ 1.42	$ 46.42
Debris Site/Tower Monitors	$36.00	3.15%	$ 1.13	$ 37.13
Collection Monitor	$36.00	3.15%	$ 1.13	$ 37.13
Data Entry Clerk/Clerical	$55.00	3.15%	$ 1.73	$ 56.73
Billing/Invoice Analysts	$45.00	3.15%	$ 1.42	$ 46.42

*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumer (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Rates for Optional, Additional Services Category	Current Hourly Rate	CPI 3.15% Increase	CPI $ Increase	Updated Hourly Rate w/ 3.15% Increase
Customer Service Specialist	$50.00	3.15%	$ 1.58	$ 51.58
Site Inspector	$60.00	3.15%	$ 1.89	$ 61.89
Analytical Aide	$95.00	3.15%	$ 2.99	$ 97.99
Planning Aide	$100.00	3.15%	$ 3.15	$ 103.15
Consulting Aide	$110.00	3.15%	$ 3.47	$ 113.47
Assistant Planner/Scientist/Assessor/Analyst/Environmental Specialist	$115.00	3.15%	$ 3.62	$ 118.62
Program Planner/Scientist/Assessor/Analyst/Environmental Specialist	$125.00	3.15%	$ 3.94	$ 128.94
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist I	$135.00	3.15%	$ 4.25	$ 139.25
Public Assistance/Grant Management Consultant	$145.00	3.15%	$ 4.57	$ 149.57
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist II	$155.00	3.15%	$ 4.88	$ 159.88
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist III	$170.00	3.15%	$ 5.36	$ 175.36
Senior Public Assistance/Grant Management Consultant	$170.00	3.15%	$ 5.36	$ 175.36
Supervising Public Assistance Consultant	$180.00	3.15%	$ 5.67	$ 185.67
Senior Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	$185.00	3.15%	$ 5.83	$ 190.83
Supervising Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	$190.00	3.15%	$ 5.99	$ 195.99
Program Manager	$195.00	3.15%	$ 6.14	$ 201.14
Senior Program Manager	$205.00	3.15%	$ 6.46	$ 211.46
Principal Consultant/Planner/Scientist/Assessor/Analyst	$215.00	3.15%	$ 6.77	$ 221.77
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor/Analyst	$235.00	3.15%	$ 7.40	$ 242.40
Subject Matter Expert	$270.00	3.15%	$ 8.51	$ 278.51

Attachment B

Bureau of Labor Statistics

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0300SA0
Not Seasonally Adjusted
Series Title: All items in South urban, all urban consumers, not
Area: South
Item: All items
Base Period: 1982-84=100
Years: 2012 to 2026

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109
2013	223.933	225.674	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	228.451
2015	226.855	227.944	229.337	229.857	230.886	232.026	231.719	231.260	230.913	230.660	230.422	229.581
2016	229.469	229.846	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204
2017	235.492	236.052	236.154	236.728	238.774	237.346	236.942	237.892	239.649	239.067	238.861	238.612
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484	242.150
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.693
2021	252.067	253.386	255.319	257.207	258.343	261.668	263.013	263.728	264.593	267.160	268.360	269.263
2022	271.634	274.688	278.598	279.879	283.307	287.427	287.608	287.168	287.656	288.836	288.991	288.205
2023	290.438	292.285	293.358	295.315	295.889	296.789	297.279	296.975	299.657	299.394	298.93	298.754
2024	300.421	303.144	304.490	305.104	305.296	305.357	305.619	305.761	306.078	306.889	306.877	307.007
2025	308.911	309.887	310.163	311.087	311.514	312.330	312.771	313.558	314.350	N/A	313.597	313.675
2026	314.740	315.689	319.643	322.170	323.705	322.280	322.638					

Jul-25	312.771						
Jul-26	322.638						
Increase Calculation:	322.638	Jul-26	-	312.771	Jul-25	=	9.867
	9.867	/	312.771	Jul-25	=	3.15%	

Source: Bureau of Labor Statistics

CONTRACT RENEWAL FOR (IFB 23-054/MR)
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Ferguson Enterprises for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from October 7, 2026 to October 6, 2027.

ATTEST:

By: Judy Grimell

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Ferguson Enterprises

Lindy Hebert / Lindy Hebert

(Name)

CONTRACT RENEWAL FOR (IFB 23-054/MR)
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Global Equipment Company for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its thirdone-year option to renew the contract for one (1) additional year from October 7, 2026 to October 6, 2027.

ATTEST:

By: Judy Grimes

Roxanne Acosta Hellberg, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Global Equipment Company

William H. Rose, III

(Name)

William H. Rose, III - Bid Specialist
wrose@globalindustrial.com
(414) 302-7559

Docusign Envelope ID: 6ECC2FFC-F5DA-8130-8236-F54BB9CABB94

CONTRACT RENEWAL FOR (IFB 23-054/MR)
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with HD Supply Facilities Maintenance, Ltd. for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from October 7, 2026 to October 6, 2027.

ATTEST:

By: Judy Gunnell

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
HD Supply Facilities Maintenance, Ltd.

Signed by:
Scott Matthews
B2E8CB9FE24B4EE...
(Name)

CONTRACT RENEWAL FOR (IFB 23-054/MR)
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with ICS Jail Supply for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from October 7, 2026 to October 6, 2027.

ATTEST:

By: Judy Ginnell

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
ICS Jail ~~Supply~~ Supplies, Inc.

(Name)

ICS JAIL SUPPLIES, INC.
P.O. Box 21056
Waco, TX 76702-1056
Phone: 800-524-5427 Fax: 254-751-0299
WWW.ICSWACO.COM
bids@icswaco.com
sales@icswaco.com
FED ID # 27-1494351
GSA Contract # GS 07F-0552U

CONTRACT RENEWAL FOR (IFB 23-054/MR)
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Interboro Packaging for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from October 7, 2026 to October 6, 2027.

ATTEST:

By: Judy Ginnell

Roxanne Acosta Hellberg, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Interboro Packaging

Goldy Loeb

(Name)

CONTRACT RENEWAL FOR (IFB 23-054/MR)
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Sanitary Supply Co. for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from October 7, 2026 to October 6, 2027.

ATTEST:

By: Judy Ginnell

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Sanitary Supply Co.

(Name)

CONTRACT RENEWAL FOR (IFB 23-054/MR)
TERM CONTRACT FOR CATALOG PRICING FOR JANITORIAL SUPPLIES FOR JEFFERSON COUNTY

The County entered into a contract with Unipak Corp for one (1) year, from October 10, 2023 to October 9, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from October 7, 2026 to October 6, 2027.

ATTEST:

By: Judy Gunnell

Roxanne Acosta Hellberg, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Unipak Corp

(Name) Brian Marcus

Griffith Moseley Johnson & Associates, Inc.

2545 Lakeshore Drive
Port Arthur, Texas 77640

Invoice

Invoice Date	Invoice #
9/4/2026	15765

CLIENT

Jefferson County Auditors Office
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

Due Date	P.O. No.	Terms
9/4/2026	81064	

Item	Description	Qty	Rate	Amount
	Jefferson County Hurricane Harvey Buyout Grant Administration FINAL INVOICE - FOR AMENDED BUYOUT REQUEST FOR PO 81064 / RFQ 18-031/JW			
Fixed	Draw 8 - $57,631 (Previously billed 260,526, billed to date including this draw #8 $318,157). Hurricane Harvey Buyout Grant Administration and Case Management activities from July 1, 2022 to July 31, 2025. GMJ amended PO request to revise the scope to include the additional work and the three-year extension.	1	57,631.00	57,631.00

Total	$57,631.00
Payments/Credits	$0.00
Balance Due	$57,631.00

TIDAL BASIN A Michael Baker INTERNATIONAL Company

Change Order No. 1 – JC ARPA
Jefferson County, TX – RFP 21-050/DS

This Change Order #1 is made part of and governed by the terms and provisions of the Professional Services Agreement by and between Tidal Basin Government Consulting, LLC ("Tidal Basin"), and Jefferson County, Texas ("Client") dated October 15, 2021.

Project Name: Jefferson County – ARPA RFP 21-050/DS – PO 085086

Scope of Services/Rates: Tidal Basin agrees to perform the services more particularly described in Exhibit A – Scope of Work, attached hereafter and incorporated herein.

Payment Basis: The Client shall pay Tidal Basin the rates set forth in Exhibit B – Compensation Rates, attached hereafter and incorporated herein. The Client shall pay Tidal Basin within thirty (30) days of receipt of invoices, less any disputed amounts, in accordance with the terms and conditions of the Agreement.

Period of Performance: This contract began October 15, 2021 and change order #1 will extend the contract through December 31, 2027.

Estimated Cost of Services: The total cost of this change order is $184,455.00 bringing the total contract to **$934,455.00**.

Approval/Acceptance: Acceptance of the terms of this change order #1 is acknowledged by the following signatures of the authorized representatives of the parties to the agreement.

Jefferson County	**Tidal Basin Government Consulting, LLC**
By: _____	By: E. Scott Tezak
Name: _____	Name: E. Scot Tezak
Title: _____	Title: Chief Operating Officer
Date: _____	Date: September 11, 2026

126 Business Park Drive, Building 1 | Utica, NY 13502

This Change Order #1 is made part of and governed by the terms and provisions of the Professional Services Agreement by and between Tidal Basin Government Consulting, LLC ("Tidal Basin"), and Jefferson County, Texas ("Client") dated October 15, 2021.

Project Name: Jefferson County – ARPA RFP 21-050/DS – PO 085086

Scope of Services/Rates: Tidal Basin agrees to perform the services more particularly described in Exhibit A – Scope of Work, attached hereafter and incorporated herein.

Payment Basis: The Client shall pay Tidal Basin the rates set forth in Exhibit B – Compensation Rates, attached hereafter and incorporated herein. The Client shall pay Tidal Basin within thirty (30) days of receipt of invoices, less any disputed amounts, in accordance with the terms and conditions of the Agreement.

Period of Performance: This contract began October 15, 2021 and change order #1 will extend the contract through December 31, 2027.

Estimated Cost of Services: The total cost of this change order is $184,455.00 bringing the total contract to **$934,455.00**.

Approval/Acceptance: Acceptance of the terms of this change order #1 is acknowledged by the following signatures of the authorized representatives of the parties to the agreement.

Jefferson County

By: _____

Name: Jeff Branick

Title: County Judge

Date: 09/22/2026

Tidal Basin Government Consulting, LLC

By: _____

Name: E. Scot Tezak

Title: Chief Operating Officer

Date: September 11, 2026

ATTEST By: Judy Gunnell
DATE 9.22.26

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

126 Business Park Drive, Building 1 | Utica, NY 13502

Exhibit A – Scope of Work

Tidal Basin Government Consulting will provide Jefferson County, Texas with assistance and support for grants management services and associated project management services of programs and projects authorized under the American Rescue Plan Act of 2021 (ARPA). This project is being supported, in whole or in part, by federal award number CFDA 21.027, awarded to Jefferson County, Texas by the U.S. Department of the Treasury. The scope of work described herein requires Tidal Basin Government Consulting to provide contract-related management services for Jefferson County, including but not limited to, the following areas.

I. FINANCIAL ADVISORY SERVICES
   a. Provide expert guidance and advisory services regarding all applicable legislation, regulations, policies, and rules related to federal recovery funds.
   b. Assist the County in developing appropriate policies and procedures for use of American Rescue Plan Act (ARPA) funds.
   c. Assist the County with establishing a comprehensive recovery portfolio by reviewing multiple funding streams and developing and implementing strategies and plans for the use and coordination of ARPA funds.
   d. Provide strategic advice and guidance on how best to use ARPA funds in conjunction with other County funding sources.
   e. Actively search for and share guidance documentation and interpretations of such guidance as it becomes available from ARPA funding entities.
   f. Respond to questions from the County and provide formal opinions regarding the eligibility of specific County expenses to be covered by ARPA funds.
   g. Perform comprehensive and compliance and eligibility reviews of uses of the ARP A funds on a regular basis and in a timely manner to ensure compliance with ARP A guidance and propose corrective actions when necessary.
   h. Assist the County in calculating and/or substantiating the lost revenue calculation at all four designated snapshot dates. (RFP 21-050/DS), Grant Administration for American Rescue Plan Act 2021 Page 26 of 50

II. COMMUNICATIONS SERVICES
   a. Assist the County with creating presentations and communications materials for community stakeholders and the public.
   b. Assist the County with understanding and setting expectation regarding scope and eligibility of each funding source before stakeholder engagement.
   c. Attend relevant meetings with local, state, and federal agencies in conjunction with *or* on behalf of the County.
   d. Advise the County of all notice and public hearing requirements as required by federal and state regulations.

e. Actively search for and share plans and practices form other US counties with regard to the use of ARPA funds.
f. For purposes of this subsection, the County anticipates that the awarded entity shall provide a written monthly peer report for the first nine months of the agreement resulting from this RFP.

III. PROJECT MANAGEMENT SERVICES

a. Provide project management services, including project oversight, compliance with project and/or grant requirements, and compliance with general federal and state guidelines related to administrative expenses, accountability, transparency, and contracting.
b. Identify relevant funding source deadlines, including application, expenditure, and reporting deadlines and closeout requirements.
c. Provide monthly status updates.
d. Assist the County with tracking outcomes of recovery spending.

IV. COST TRACKING ACCOUNTING AND REPORTING SERVICES

a. Work with the County to ensure that the County is following processes that meet federal reporting requirements.
b. Assist the County in developing appropriate documentation to demonstrate compliance with ARPA guidance.
c. Assist the County with preparing reports related to federal recovery funds, including the annual Plan Performance Report and all interim and quarterly reports.

V. AUDITING SERVICES

a. If applicable, assist the County with developing a process to oversee grants, distributed to outside organizations, including communicating the terms and conditions of funding *to* relevant vendors and subrecipients.
b. Assist the County with ensuring costs and/or proposed budgets for vendors or sub-recipients are necessary and reasonable for the activity provided.
c. Assist County staff with monitoring, disbursing, and financial oversight functions.
d. Assist the County with devising and implementing fraud prevention and abuse practices.
e. If applicable, Consultant may be requested to directly audit spending by outside organizations to ensure compliance with federal and state requirements. (RFP 21-050/DS), Grant Administration for American Rescue Plan Act 2021 Page 27 of 50
f. If applicable, consultant may also be required to prepare a risk assessment of subrecipients to evaluate noncompliance risk.

Exhibit B – Compensation Rates

Category	Role	Rate Structure	Hourly Rate
Program Staff	Engagement Manager	Per Hour	$255.00
	Project Manager	Per Hour	$185.00
	Subject Matter Expert	Per Hour	$185.00
	Federal Compliance SME	Per Hour	$275.00
	Senior Consultant	Per Hour	$165.00
	Consultant	Per Hour	$155.00
	Senior Grants Management Specialist	Per Hour	$155.00
	Accountant	Per Hour	$155.00
	Public Outreach Coordinator	Per Hour	$125.00
	Admin Specialist	Per Hour	$75.00

126 Business Park Drive, Building 1 | Utica, NY 13502

MASTER SERVICES AGREEMENT Agreement 26-057/MR

This Master Services Agreement ("MSA") is made effective upon execution by and between eSkill Corporation, a Delaware company located at 122 E. Houston Street, Suite 105, San Antonio, Texas 78205 ("eSkill"), and Jefferson County, Texas, County Government located at 1149 Pearl Street, Beaumont, TX 77701 ("Customer," "you," or "your"). The MSA, any written or online order for services ("Order"), the eSkill Privacy Policy located at https://www.eskill.com/privacy-policy, and all attachments, exhibits, policies, and other terms referenced in the foregoing (together, the "Agreement") shall govern the relationship between the parties and your access to and use of eSkill's services.

1. SERVICES; LICENSE

a. eSkill grants to Customer a non-transferable, non-exclusive license ("License") to access and use the eSkill.com website ("Website") and services provided through the Website ("Services"), each as described in an Order, solely for the purpose of creating and administering skills tests for its internal recruiting and training of staff, subject to the terms of this Agreement.

b. Any incidental integration, development, and other professional services provided by eSkill to Customer will be formalized under a separately numbered Schedule of Work (hereinafter "SOW"). Each SOW, once executed, shall become a part of the Agreement. Terms and conditions in a SOW shall supersede any conflicting terms and conditions in this MSA but only with respect to such SOW.

c. Customer agrees to actively participate and provide timely assistance in all setup procedures, configurations, and customization necessary for the optimal use of the Services provided by eSkill. This includes, but is not limited to, providing necessary information, access, cooperation, and support as may reasonably be required by eSkill to facilitate the setup and implementation of the Services. Failure by the Customer to provide such assistance, cooperation, or support shall not relieve Customer of its obligations under this Agreement, including but not limited to, its payment obligations. Customer acknowledges that its active participation in the setup process is essential to the effective provision and use of the Services.

d. Customer shall comply with all terms of the Agreement, including any limitations or restrictions described in an Order or SOW, and all applicable laws when conducting job testing and other activities that use eSkill's questions or Services. eSkill reserves the right to monitor Customer's use of the Website and other services for compliance with the foregoing.

2. FEES; PAYMENTS

a. The fees for the Services will be described in the applicable Order or SOW, delineated as either fixed amounts or based on rates corresponding to the volume of Services utilized by the

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Customer. All fees are due and payable regardless of the Customer's actual usage of the Services and are non-refundable unless stated otherwise. Unless an alternative arrangement is specified in the Order, all fees are provided and payable in United States Dollars (USD).

b. Fees are exclusive of sales, use, value-added or similar taxes ("Sales Tax"). Sales Tax will be assessed based on Customer's address listed in the Order and shall be due and payable by Customer along with the applicable fees.

c. eSkill does not offer credit card payment as a standard payment method for invoices exceeding Five Thousand Dollars (US $5,000). If Customer expressly requests to remit payment by credit card for any such invoice, eSkill may, in its sole discretion, agree to accept such payment subject to the assessment of an additional processing fee equal to three percent (3%) of the invoiced amount excluding any applicable taxes. In such case, eSkill shall re-issue the applicable invoice to include the processing fee and provide Customer with a secure payment link or other authorized method for remittance. Customer may avoid the imposition of any processing fees by remitting payment via ACH or wire transfer.

e. Customer is prohibited from engaging in any usage of the Services that could potentially interfere with eSkill's ability to accurately calculate the fees owed. In instances where the Customer's usage exceeds the metrics agreed upon in the Order (for example, surpassing the number of test results permitted under a specific subscription plan), eSkill reserves the right to impose an overage charge of $30 per additional test result unless a different rate has been explicitly agreed upon in a signed Order.

f. All payments for goods and services by Jefferson County shall be in accordance with Texas Government Code Chapter 2251.

3. TERM; TERMINATION

a. This Agreement shall commence upon the Customer's purchase of eSkill Services, as detailed in the Order, and shall continue through the term specified in the Order, upon which the Agreement shall automatically renew for successive periods equal in length to the initial term unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term. Fees for each Renewal Term shall be at eSkill's then-current rates, subject to an automatic annual increase of up to five percent (5%) over the fees applicable during the immediately preceding term, unless otherwise agreed in writing by the parties. eSkill shall provide Customer with notice of applicable renewal pricing at least thirty (30) days prior to the commencement of the Renewal Term.

b. Either party may terminate this Agreement upon written notice to the other party in the event that the other party materially breaches any of its obligations under this Agreement and

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fails to cure such breach within 10 days after receipt of written notice of such breach. In the case of a breach by Customer that cannot be cured, eSkill may terminate the Agreement immediately upon written notice to Customer. Upon termination, regardless of cause, Customer will not be entitled to credits or refunds for any unused portion of this Agreement.

c. eSkill reserves the right to block or suspend Customer's or any individual's access to the Website and Services for: (i) any reasonably suspected violation of this Agreement; (ii) conduct likely to interfere with eSkill's Website or provision of services to its other customers or otherwise harm eSkill's reputation or cause eSkill material damage, loss or expense; or (iii) any reasonably suspected violation of law or as requested by any government agency or law enforcement organization having proper jurisdiction. Unless prohibited by law, eSkill will promptly attempt to contact Customer, describe the issue(s) that caused it to exercise these rights, and attempt to resolve the issue and promptly restore the Services. Notwithstanding, eSkill may terminate this Agreement in the event Customer breaches any material provision of this Agreement and fails to cure the breach within 10 days of notice, provided that breaches that involve eSkill Confidential Information or intellectual property rights must be cured within 2 days of notice to avoid termination.

d. eSkill shall retain Customer's tests and test scores in eSkill's database for a period of up to 1 year after Customer's account expires. After this time, all of Customer's tests and scores may be permanently deleted from eSkill's database. The terms of Sections 4 – 8 shall survive termination.

4. CONFIDENTIALITY

a. "Confidential Information" means all non-public information disclosed by one party to the other that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be considered confidential. eSkill's Confidential Information includes all information obtained from the Website or from eSkill during the term of this Agreement, such as Customer's pricing and discount terms and the terms of this Agreement.

b. Each party shall: (i) protect the confidentiality of the other party's Confidential Information with at least the same degree of care as it uses to protect its own similar information, which shall in no event be less than reasonable care; (ii) use the other party's Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement; and (iii) not disclose the other party's Confidential Information to any third party, except to its employees, contractors, and advisors who have a need to know and who are bound by confidentiality obligations at least as restrictive as those in this Agreement.

c. The foregoing obligations will not apply to any information to the extent such information: (i) is or becomes publicly available through no fault of the receiving party; (ii) is

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previously known or rightfully obtained by the receiving party without a similar restriction on use or disclosure; or (iii) is independently developed without use of or reference to the Confidential Information.

d. **Texas Public Information Act.** eSkill understands and agrees that Customer is a governmental body for purposes of the Texas Public Information Act, codified as Chapter 552 of the Texas Government Code, and is required to release information in accordance with the Act. All material submitted by eSkill to the County related to this Agreement may become subject to public disclosure upon receipt by the County. Any portions of such material claimed by eSkill to be proprietary must be clearly marked as such, and eSkill shall mark its proprietary deliverables accordingly. **Prior to releasing any materials marked by eSkill as proprietary, Customer shall (i) provide eSkill with prompt written notice of the request and a reasonable opportunity (not less than ten (10) business days) to seek a determination from the Texas Attorney General's Open Records Division, and (ii) assert all applicable exceptions under Tex. Gov't Code §552.101 et seq., including without limitation §552.110 (trade secrets and confidential commercial or financial information).** Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

If the receiving party is required by law, court order, or governmental authority to disclose the disclosing party's Confidential Information, the receiving party shall: (i) provide prompt written notice to the disclosing party (to the extent legally permitted); (ii) cooperate with the disclosing party's efforts to limit or contest such disclosure; and (iii) disclose only that portion of the Confidential Information that is legally required to be disclosed.

e. The confidentiality obligations in this Section shall remain in effect during the term of this Agreement and for a period of 5 years thereafter.

5. INTELLECTUAL PROPERTY

a. Materials. All data, test content, software, and explanatory materials on, or accessed through, the Website or Services ("Materials") are the copyrighted property of eSkill. Except as stated herein, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without the prior written permission of eSkill or the respective copyright owner. The test questions provided by eSkill are the property of eSkill and cannot be used outside of the eSkill Service without its permission. Customer is responsible for any questions that it revises or creates.

b. Trademarks. eSkill®, eSkill.com, the eSkill logo and the other marks and brands associated with eSkill's products and services (the "Marks"), as well as all page headers, custom graphics, button icons, and scripts, whether or not registered, are the service marks, trademarks, and/or trade dress of eSkill and may not be copied, imitated or used, in whole or in part, without the prior written permission of eSkill. All other trademarks, service marks, product

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names, and company names or logos mentioned herein are the property of their respective owners.

c. Rights; Restrictions. eSkill permits Customer, during the term, to display, copy, distribute and download the Materials for use only in connection with its own hiring and staffing processes, and not for resale or redistribution to, or use on behalf of, any third party, without eSkill's express written permission; provided that Customer may not, without the written permission of eSkill or the respective copyright owner, (i) copy, publish or post any Materials, in whole or in part, on any computer network or broadcast or publications media, (ii) modify the Materials (except to edit or create custom questions using the eSkill Author or UI), or (iii) remove or alter any copyright, trademark or other proprietary notices contained in the Materials. Customer may not copy or adapt the HTML code that eSkill creates to generate its pages. Additionally, Customer may not reverse engineer, decompile, recompile, translate, adapt or disassemble the eSkill software that is made available to Customer (the "Software") or any part thereof or otherwise attempt to access that software's source code in any manner. Such code is also considered to be works of authorship protected by eSkill's copyright. Unauthorized use of the Materials or Marks may violate copyright, trademark, and other laws. Customer may not sell or modify the Materials or reproduce, display, publicly perform, distribute, or otherwise use the Materials in any way for any public or commercial purpose.

6. WARRANTIES; DISCLAIMERS

a. eSkill may make changes to the Website and Services at any time. If a change materially degrades your use of the Website or Services or your rights under the Agreement, you may terminate the Agreement with 30 days written notice and receive a refund for any amounts paid for the Services beyond the date of termination. You must exercise the foregoing termination right within 30 days of eSkill's notice of the applicable change.

b. eSkill does not perform identity verification or background checks of any individual respondent to an online assessment or monitor, qualify, or validate their responses. eSkill is not involved in any assessment or decision based on such responses. It has no control over the quality or legality of Customer's hiring process or the relationship or negotiations between Customer and a respondent. Customer assumes all risks associated with its use of the Website and Services, including engagement with an individual engaged by Customer though its use of the Website or Services. Customer agrees that it is solely responsible for the form, content, legal compliance, and accuracy of any questions, question responses, or other content placed by Customer on the Website. eSkill shall not be considered an employer with respect to your use of the Services and shall not be responsible for any employment decisions, for whatever reason made, made by users of the Services. ESKILL DISCLAIMS ANY AND ALL LIABILITY RELATED TO THIRD-PARTY RECRUITMENT AND HIRING PROCESSES, AS WELL AS ANY NON-COMPLIANCE

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BY THIRD PARTIES WITH FEDERAL AND STATE EMPLOYMENT OBLIGATIONS, REGULATIONS AND GUIDELINES.

c. Warranty Disclaimer. eSkill makes commercially reasonable efforts to keep its Materials and Services current and free of defects but provides no guarantee of the foregoing. THE WEBSITE, SERVICES, AND MATERIAL ARE PROVIDED 'AS IS' AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, ESKILL DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. ESKILL MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, LEGAL COMPLIANCE OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS. ESKILL DOES NOT WARRANT THAT THE WEBSITE, SERVICES OR MATERIAL WILL OPERATE ERROR-FREE OR THAT THIS WEBSITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS.

d. Disclaimer of Damages. IN NO EVENT WILL EITHER PARTY (OR ITS AFFILIATES, AGENTS OR SUPPLIERS) BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF REVENUE, LOSS OF CUSTOMERS, LOSS OF GOODWILL, LOST PROFITS, COST OF COVER OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, ARISING IN ANY MANNER FROM THIS AGREEMENT, FROM THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, OR FROM THE USE OR INABILITY TO USE THE WEBSITE, SERVICES, AND MATERIALS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ESKILL'S TOTAL LIABILITY TO CUSTOMER FROM ANY AND ALL CAUSES (INCLUDING NEGLIGENCE AND INDEMNITY) EXCEED THE TOTAL FEES PAID BY CUSTOMER TO ESKILL DURING THE 12 MONTH PERIOD PRECEDING THE CLAIM.

7. INDEMNIFICATION

a. By eSkill. eSkill will defend and indemnify the Customer against any third-party claim to the extent that the Services or Materials provided by eSkill and used by Customer in full and strict compliance with the Agreement violates any copyright, trademark or trade secret of such third party, provided that Customer promptly notifies eSkill of the claim in writing, cooperates with eSkill in the defense, and allows eSkill to solely control the defense or settlement of the claim. eSkill will pay the claim defense costs, any eSkill negotiated settlement amounts, and any court awarded damages. If such a claim appears likely, then eSkill may modify the relevant data or item, procure the necessary rights, or replace it with the functional equivalent. If eSkill determines that none of these are reasonably available, then eSkill may terminate the applicable Service and refund any prepaid and unused fees. eSkill has no obligation for any claim arising from use of Customer data or items not provided by eSkill. THIS SECTION

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CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND ESKILL'S SOLE LIABILITY FOR THIRD-PARTY CLAIMS.

b. By Customer. To the extent permitted by the laws and Constitution of the State of Texas, and subject to the availability of lawfully appropriated funds, Customer shall be responsible for any third-party claims to the extent that such claim alleges that the Customer data, content or materials violate a patent, copyright, trademark, or trade secret, and/or to the extent that such claim arises from Customer's negligence, misconduct, violation of law, or misuse of the Website, Services or Materials. Nothing in this Section shall be construed to require Customer to indemnify, defend, or hold harmless eSkill in a manner inconsistent with Article III, Sections 50, 51, or 52 of the Texas Constitution or other applicable Texas law. eSkill shall retain all rights and remedies available to it at law or in equity, including the right to seek recovery directly from Customer in accordance with applicable Texas law.

8. GENERAL PROVISIONS

a. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes any and all prior or contemporaneous agreements, understandings, representations, or statements of either party. No amendment or waiver of rights under this Agreement shall be effective unless made in writing by the party against which it is being enforced. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, that provision shall be severed, and the remainder of this Agreement will continue in full force and effect. The Agreement was negotiated and executed in English, and the original language version shall be controlling; all communications and notices hereunder shall be in English.

b. Independent Contractors. The parties' relationship is strictly contractual, shall not give rise to any fiduciary relationship, and shall remain at all times one of independent contractors. Neither party nor its employees, consultants or representatives shall be considered employees, partners, joint ventures, agents or franchisees of the other, and neither has the authority to bind the other nor shall make or purport to make any representations or commitments on behalf of the other.

c. Force Majeure. Neither party shall be liable for any delay or failure to perform under this Agreement that is due to causes beyond its reasonable control.

d. No Assignment. Neither party may assign or otherwise transfer any of its rights or delegate any of its duties hereunder in whole or in part, without the other party's prior written consent, and any attempt to do so shall be void and of no effect; provided, however, that either party may assign this Agreement to any entity into which it is merged or which acquires all or substantially all of its business or assets without consent provided notice is given.

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e. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas without regard to its choice of law principles, provided that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any legal suit, action, or proceeding arising out of or related to this Agreement or the transactions contemplated hereby shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Beaumont and County of Jefferson, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. A PARTY MAY NOT BRING AN ACTION IN RELATION TO THIS AGREEMENT MORE THAN 2 YEARS AFTER THE DATE THAT THE CAUSE OF ACTION ACCRUED. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER SHALL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS OR PURSUE ANY CLAIM AS A REPRESENTATIVE OF A CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

f. Notice. All notices hereunder shall be in writing and shall be deemed to have been duly given: (i) upon personal delivery by hand or by a reputable overnight delivery service; or (ii) upon receipt if proof of actual receipt can be provided (including return acknowledgment of an emailed notice); or (iii) 3 days after mailing by U.S. certified mail, return receipt requested, addressed to the other party at the address set forth above or to such other address of which a party properly notifies the other.

(Signatures on following page)

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives below.

eSkill:	CUSTOMER:
By: Jordan Spear	By:
Name: Jordan Spear	Name: Jeff Branick
Title: VP of Sales	Title: County Judge
Date: 08 / 31 / 2026	Date: 9-22-2026

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST By: Judy Grinnell
DATE 9.22.26

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Dropbox Sign

Audit trail

Title	eSkill Agreement & MSA
File name	content
Document ID	ca5d8a7bac8593d3b3853d2bf386629f9c392d45
Audit trail date format	MM / DD / YYYY
Status	● Signed

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Document History

SENT	**08 / 31 / 2026** 18:14:10 UTC	Sent for signature to Jordan Spear (jordan.spear@eskill.com) by haley.fairbrother@eskill.com acting on behalf of natalia.prus@eskill.com IP: 50.84.153.18
VIEWED	**08 / 31 / 2026** 18:19:48 UTC	Viewed by Jordan Spear (jordan.spear@eskill.com) IP: 50.84.153.18
SIGNED	**08 / 31 / 2026** 18:53:24 UTC	Signed by Jordan Spear (jordan.spear@eskill.com) IP: 50.84.153.18
COMPLETED	**08 / 31 / 2026** 18:53:24 UTC	The document has been completed.

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SERVICES AGREEMENT

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You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

      i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

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ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

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b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

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b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer

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acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

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e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

~~a)~~ Customer Indemnity. Intentionally Omitted

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL,

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INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving

priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.

23. General.

a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Beaumont, Texas.

b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	**GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)**
Signature:	Signature:
Print Name: Jeff Branick	Print Name:
Date: 9-22-2026	Date:

ATTEST: By: Judy Gimell
DATE: 9-22-26

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

NEOGOV LEGAL RB
APPROVED
By Roger Bissell at 7:04 pm, Sep 01, 2026

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Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

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Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

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8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-623764	**Order #:**	Q-433632
Customer:	Jefferson, County of (TX)	**Valid Until:**	10/1/2026
Effective Employee Count:	950		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	Jefferson, County of (TX) McKenna R. Bertrand	**Shipping Contact :**	Jefferson, County of (TX) McKenna R. Bertrand
Billing Address:	1149 Pearl St. - 1st Floor Beaumont, TX 77713	**Shipping Address:**	1149 Pearl St. - 1st Floor Beaumont, TX 77713
Billing Contact Email:	mckenna.bertrand@jeffersoncountytx.gov	**Shipping Contact Email:**	mckenna.bertrand@jeffersoncountytx.gov
Billing Phone:	409-839-2395	**Shipping Phone:**	409-839-2395

Payment Terms			
Payment Term:	Net 60	**Notes:**	Option for 3 year term Removed CTM subscription
PO Number:			

Subscription Service

October 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Insight Subscription	Recurring	10/31/2026	10/30/2027	950	Employee Based	$17,249.88
Onboard Subscription	Recurring	10/31/2026	10/30/2027	950	Employee Based	$15,093.75
Governmentjobs.com Subscription	Recurring	10/31/2026	10/30/2027	950	Employee Based	$3,770.68
					October 2026 TOTAL:	$36,114.31

October 2027

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Insight Subscription	Recurring	10/31/2027	10/30/2028	950	Employee Based	$18,284.87
Onboard Subscription	Recurring	10/31/2027	10/30/2028	950	Employee Based	$15,999.38
Governmentjobs.com Subscription	Recurring	10/31/2027	10/30/2028	950	Employee Based	$3,996.92
					October 2027 TOTAL:	$38,281.17

PowerDMS by NEOGOV

t 800.749.5104
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El Segundo, CA 90245

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October 2028

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Insight Subscription	Recurring	10/31/2028	10/30/2029	950	Employee Based	$19,381.96
Onboard Subscription	Recurring	10/31/2028	10/30/2029	950	Employee Based	$16,959.34
Governmentjobs.com Subscription	Recurring	10/31/2028	10/30/2029	950	Employee Based	$4,236.74
					October 2028 TOTAL:	$40,578.04

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date. Find a copy of our W-9 here.

Special Condition:

1. The NEOGOV Services Agreement (V011025) attached hereto is incorporated by reference into this Order Form and supersedes any online terms and conditions.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of: Jefferson, County of (TX)

Signature: _____

Printed Name: _____

Title: _____

Date _____

Accepted and Agreed By Authorized Representative of: NEOGOV

Signature: _____

Printed Name: _____

Title: _____

Date _____

NEOGOV LEGAL
APPROVED R.B.
By Roger Bissell at 7:03 pm, Sep 01, 2026

PREFERRED
FACILITIES GROUP - USA

PROPOSAL

September 8, 2026

Jefferson County
1149 Pearl
Beaumont, TX 77701

Re: 261045 for **Downtown Jail Grinder Pump Revision 1**
Facility Name: Downtown Jail
Downtown Jail - 1001 Pearl, Beaumont, TX 77701

We are pleased to submit our proposal utilizing our BuyBoard Contract No. 728-24 based on local CCI and coefficient of .89.

1. Preconstruction and Coordination

- Coordinate all work with Jefferson County facilities personnel and jail administration before beginning construction.
- Verify the proposed grinder pump location, existing sanitary sewer routing, discharge location, electrical source, access restrictions, security requirements, and permitted working hours.
- Perform field measurements and verify existing elevations, pipe depths, flow direction, and site conditions before ordering equipment.
- Coordinate utility locations and identify known underground utilities within the work area before excavation.
- Prepare and submit product data, pump performance information, control panel information, electrical requirements, and installation details for review before procurement.
- Provide temporary barricades, fencing, signage, traffic control, and secure work-zone separation as required for work at an occupied correctional facility.

2. Existing Utility Investigation

- Locate and expose the existing 8-inch sanitary sewer line at the proposed connection point.
- Confirm the existing pipe material, outside diameter, invert elevation, depth, condition, flow direction, and available working clearance.
- Locate the proposed electrical power source and verify available voltage, phase, amperage, fault current, and panel capacity.
- Verify the route for the new pump discharge piping, electrical conduits, alarm wiring, and control wiring.

3. Temporary Sanitary Sewer Service

- Coordinate all temporary shutdowns with County personnel and jail administration.
- Provide temporary pumping, bypass piping, plugs, hoses, fittings, controls, and related equipment when required to maintain sanitary sewer service during the tie-in.
- Monitor temporary pumping operations during active bypass periods and provide standby equipment when required by the approved bypass plan.
- Remove temporary bypass equipment after the permanent system has been tested and placed into service.
- Clean and disinfect affected work areas following completion of the sanitary sewer connection.

4. Excavation and Site Preparation

- Excavate for the grinder pump basin, sanitary sewer piping, force main, electrical conduits, valves, fittings, and required access.
- Provide trench protection, sloping, benching, shielding, or shoring in accordance with applicable safety requirements.

5. Grinder Pump Station

- Furnish and install a complete grinder pump station sized for the anticipated sanitary sewer flow, total dynamic head, operating conditions. Provide a factory-assembled grinder pump, basin or wet well, pump mounting system, access cover, discharge piping, isolation valve, check valve, controls, seals, fittings, and accessories required for a complete installation.
- Provide a precast concrete or approved equal basin suitable for sanitary sewer service.
- Set the basin on a properly prepared and compacted foundation or reinforced concrete base as required by the manufacturer.
- Install the basin plumb and at the correct elevation to receive the incoming sanitary sewer flow.
- Install the grinder pump and internal components in accordance with the manufacturer's written instructions.
- Provide sufficient access for future pump removal, inspection, cleaning, and maintenance.

6. Existing 8-Inch Sanitary Sewer Tie-In

- Excavate and expose the existing 8-inch sanitary sewer line at the approved tie-in location.
- Cut and remove the section of existing pipe necessary to make the new connection.
- Furnish and install compatible fittings, couplings, adapters, tees, wyes, manhole connections, or other components required to connect the existing 8-inch sanitary sewer line to the grinder pump basin.
- Provide new 8-inch sanitary sewer piping between the existing line and the grinder pump basin where required.
- Match the existing pipe material or provide approved transition couplings suitable for the existing and new piping materials.
- Maintain proper pipe slope and alignment to provide positive gravity flow into the grinder pump basin.
- Provide pipe bedding, haunching, embedment, and initial backfill using approved material.
- Seal all connections watertight to prevent groundwater infiltration and sewage leakage.

7. Pump Discharge and Force Main

- Furnish and install the pump discharge piping from the grinder pump station to the approved discharge connection.
- Provide pressure-rated piping, fittings, restraints, couplings, adapters, and accessories compatible with the grinder pump discharge pressure.
- Provide a valve box, access vault, or other accessible enclosure for buried valves where applicable.
- Provide thrust restraint, joint restraint, concrete blocking, or other means of securing piping at bends, tees, transitions, and discharge connections.
- Maintain required separation from potable water lines and other utilities.
- Connect the new force main to the existing sanitary sewer system, manhole, force main, or other designated discharge point.
- Core drill and seal manhole or structure penetrations with watertight, non-shrink materials where required.
- Flush and pressure-test the completed discharge piping before placing it into service.

8. Electrical Service

- Furnish and install a complete electrical power supply for the grinder pump system from the designated electrical source.
- Verify the pump voltage, phase, full-load amperage, starting requirements, and available fault current before installation.

- Provide a new circuit breaker, fused disconnect, or other required overcurrent protection.
- Furnish and install underground or exposed conduit, conductors, junction boxes, fittings, supports, pull boxes, grounding conductors, and accessories.
- Provide rigid galvanized steel, PVC-coated rigid conduit, Schedule 80 PVC, or other approved raceway suitable for the installation location.
- Seal underground and wet-location conduits to prevent moisture or sewer gas migration into the electrical equipment.
- Provide grounding and bonding of the grinder pump, control panel, disconnect, metallic components, and associated equipment.
- Label all circuits, disconnects, panels, controls, and alarm devices.
- Repair and seal all wall, floor, and structure penetrations.
- Coordinate electrical shutdowns with County facilities personnel.
- Provide all electrical work in accordance with applicable codes, manufacturer requirements, and County standards.

9. Control Panel and Alarm System

- Furnish and install a weather-resistant grinder pump control panel rated for the installation environment.
- Provide motor starter, overload protection, circuit protection, control transformer where required, terminal blocks, relays, control switches, and status indication.
- Provide automatic pump control through approved float switches, pressure transducers, or other level-sensing devices.
- Provide pump run, pump fault, high-water alarm, and power-loss indication.
- Install control and alarm wiring between the basin, control panel, alarm devices, and monitoring system.
- Include doweling, reinforcing steel, forming, placement, finishing, and curing.
- Match adjacent finished elevations and provide positive drainage away from equipment.
- Provide galvanized steel or stainless-steel support racks where wall mounting is not practical.

10. Backfill and Compaction

- Place approved bedding and embedment material around the basin and piping in accordance with manufacturer requirements.
- Remove rocks, debris, organic material, and unsuitable soil from backfill material.

11. Surface Restoration

- Replace damaged sod or landscaping and provide initial watering.
- Remove temporary barricades and leave the work area clean and usable.

12. Testing and Commissioning

- Inspect all piping, valves, electrical connections, controls, floats, alarms, and equipment before startup.
- Perform leakage and pressure testing of the force main and discharge piping.
- Verify correct pump rotation, operating voltage, amperage, discharge pressure, and pump cycling.
- Demonstrate the complete system to County facilities personnel.
- Correct deficiencies identified during testing.
- Place the grinder pump system into continuous automatic operation after successful completion of testing.

13. Closeout

- Provide manufacturer operation and maintenance manuals.
- Provide pump curves, equipment data, control diagrams, electrical schematics, and recommended maintenance procedures.

- Provide warranty documentation for the pump, basin, control panel, and associated equipment.
- Remove construction debris, surplus materials, temporary equipment, and waste from the site.
- Provide final cleanup of all affected areas.

Cost of Work:	$199,361.55
Bond:	$4,051.95
Total Amount:	**$203,413.50**

We estimate approximately ten (10) working days for completion upon delivery of material. Material delivery is expected to be (15 – 20 weeks). We explicitly exclude all liquidated damages for this project due to the volatility of the market and supply chain challenges.

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

This Proposal contains confidential and proprietary information that is intended only for the use of Jefferson County and is not to be shared, copied, or disseminated in any way. The information includes all attachments, drawings, sketches, and proposed product selections and must be kept confidential. This information shall be used for the sole purpose of evaluating this Proposal and must not be used for any other purpose without the explicit consent of Preferred Facilities Group – USA.

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

Please contact me at 409.842.8293 or via e-mail mwaidley@pfg-usa.com if you have any questions or require additional information.

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waidley
Operations Manager

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST By: Judy Grinnell
DATE 4.22.26

PREFERRED
FACILITIES GROUP - USA

Final Estimate

Tim Slack
Preferred Facilities Group - USA
728-24 - 2024 Buyboard - Normal - 4/01/2024 to 3/31/2026
JC Downtown Jail Grinder Pump - 26-1045 R1
Tim Slack

Estimator: Tim Slack

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	$17,788.63	26 - Electrical	$4,817.31
02 - Existing Conditions	$1,660.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	$2,983.63
05 - Metals		32 - Exterior Improvements	$1,400.00
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	$63.50	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Pre-Price Line Item Clarification	$156,380.00
14 - Conveying Equipment		Trades	$24,653.60
21 - Fire Suppression		Assemblies	
22 - Plumbing	$4,432.00	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$214,178.67**
25 - Integrated Automation			

Totalling Components

2024 BuyBoard 728-24 PFG Texas Normal (-11.0000%)	$(5,398.84)	Consideration ()	
RSMeans BEAUMONT, TX CCI 2026Q1, 83.90%	$(9,418.28)	Nonpriced Line Items	$155,680.00
Priced Line Items	$58,498.67		

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$100,851.91
Labor:	$98,894.88
Equipment:	$14,431.88
Other:	$0.00
Laborhours:	337.93
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	66	$58,498.67	
Total Non-Priced Items:	1	$155,680.00	72.69%
	67	$214,178.67	

Grand Total **$199,361.55**

Estimator: Tim Slack

Combined estimates...

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-31-14-20-0060	Large 3 pole circuit breaker lock out device (over 225 Amp)	Ea.	1.0000	$43.00	$43.00	RSM26FAC M, L, O&P	P
2	01-54-33-20-0100-1	Hourly operating cost for rent excavator diesel hydraulic crawler mounted 1/2 CY capacity	Ea.	40.0000	$29.59	$1,183.60	RSM26FAC E, O&P	P
3	01-54-33-20-0100-2	Rent per day for rent excavator diesel hydraulic crawler mounted 1/2 CY capacity	Ea.	5.0000	$1,010.69	$5,053.45	RSM26FAC E, O&P	P
4	01-54-33-20-5000-1	Hourly operating cost for rent trencher wheel gas 4' deep 12" wide	Ea.	8.0000	$93.60	$748.80	RSM26FAC E, O&P	P
5	01-54-33-20-5000-2	Rent per day for rent trencher wheel gas 4' deep 12" wide	Ea.	1.0000	$1,248.05	$1,248.05	RSM26FAC E, O&P	P
6	01-54-33-40-5650-1	Hourly operating cost for rent trash pump self-prime 6" diameter, diesel drive	Ea.	80.0000	$22.98	$1,838.40	RSM26FAC E, O&P	P
7	01-54-33-40-5650-3	Rent per week for rent trash pump self-prime 6" diameter, diesel drive	Ea.	2.0000	$1,429.49	$2,858.98	RSM26FAC E, O&P	P
8	01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	4.0000	$445.00	$1,780.00	RSM26FAC L, E, O&P	P
9	01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	$1,100.00	$2,200.00	RSM26FAC L, E, O&P	P
10	01-54-36-50-1400-2500	Mobilization or demobilization, each additional 5 miles haul distance, add (Modified using 01-54-36-50-2500)	Ea.	2.0000	$77.80	$155.60	RSM26FAC L, E, O&P	P
11	01-56-23-10-0500	Barricades, plastic, 24" wide, foldable	Ea.	4.0000	$159.00	$636.00	RSM26FAC M, O&P	P
12	01-56-23-10-0800	Barricades, traffic cones, PVC, 18" high	Ea.	3.0000	$10.40	$31.20	RSM26FAC M, O&P	P
13	01-56-23-10-1300	Barricades, barricade tape, polyethylene, 7 mils thick, 3" wide x 300' long roll	Ea.	1.0000	$11.55	$11.55	RSM26FAC M, L, O&P	P
		01 - General Requirements Total						**$17,788.63**
02 - Existing Conditions								
14	02-41-19-19-0700	Selective demolition, rubbish handling, dumpster, 10 C.Y., 3 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	1.0000	$530.00	$530.00	RSM26FAC M, O&P	P
15	02-41-19-19-2040	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	C.Y.	10.0000	$77.00	$770.00	RSM26FAC L, O&P	P
16	02-41-19-19-2040-2080	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, hand carried, cost to be added to demolition cost (Modified using 02-41-19 -19-2080)	C.Y.	10.0000	$36.00	$360.00	RSM26FAC L, O&P	P
		02 - Existing Conditions Total						**$1,660.00**

Estimator: Tim Slack — **Combined estimates...**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
07 - Thermal and Moisture Protection								
17	07-84-13-10-0110	Firestopping, metallic piping, non insulated, through walls, 2" dia	Ea.	1.0000	$63.50	$63.50	RSM26FAC M, L, O&P	P
		07 - Thermal and Moisture Protection Total						**$63.50**
22 - Plumbing								
18	22-11-13-74-1970	Pipe, plastic, PVC, 8" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	L.F.	40.0000	$90.00	$3,600.00	RSM26FAC M, L, O&P	P
19	22-11-13-74-3430	Pipe, plastic, PVC, pressure, 160 psi, 8" diameter, SDR 26, includes couplings 10' OC, and hangers 3 per 10'	L.F.	2.0000	$111.00	$222.00	RSM26FAC M, L, O&P	P
20	22-11-13-76-3490	Coupling, plastic, PVC, white, socket joint, 8", schedule 40	Ea.	2.0000	$305.00	$610.00	RSM26FAC M, L, O&P	P
		22 - Plumbing Total						**$4,432.00**
26 - Electrical								
21	26-05-19-35-0050	Terminal lugs, solderless, #16 to #10	Ea.	6.0000	$19.30	$115.80	RSM26FAC M, L, O&P	P
22	26-05-19-90-1200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	2.4000	$128.00	$307.20	RSM26FAC M, L, O&P	P
23	26-05-19-90-1200-7010	Labor adjustment factor (electrical), correctional facilities, minimum security w/facilities escort (Modified using 26-01-02-20-7010)	C.L.F.	2.4000	$16.80	$40.32	RSM26FAC L, O&P	P
24	26-05-19-90-1250	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	1.2000	$147.00	$176.40	RSM26FAC M, L, O&P	P
25	26-05-19-90-1250-7010	Labor adjustment factor (electrical), correctional facilities, minimum security w/facilities escort (Modified using 26-01-02-20-7010)	C.L.F.	1.2000	$18.45	$22.14	RSM26FAC L, O&P	P
26	26-05-29-20-3900	Channels, steel, 1-1/2" x 1-1/2", 12 Ga	L.F.	10.0000	$23.00	$230.00	RSM26FAC M, L, O&P	P
27	26-05-29-20-4450	Spring nuts, steel channel, short, 1/2"	Ea.	10.0000	$13.00	$130.00	RSM26FAC M, L, O&P	P
28	26-05-29-20-6650	Strap, steel channel, EMT, 3/4" diameter	Ea.	25.0000	$3.18	$79.50	RSM26FAC M, L, O&P	P
29	26-05-33-13-5020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	50.0000	$9.05	$452.50	RSM26FAC M, L, O&P	P
30	26-05-33-13-5020-7010	Labor adjustment factor (electrical), correctional facilities, minimum security w/facilities escort (Modified using 26-01-02-20-7010)	L.F.	50.0000	$1.42	$71.00	RSM26FAC L, O&P	P
31	26-05-33-13-5220	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter	Ea.	4.0000	$11.70	$46.80	RSM26FAC L, O&P	P
32	26-05-33-13-5340	EMT offsets, 3/4" diameter, to 15' H	Ea.	2.0000	$15.10	$30.20	RSM26FAC L, O&P	P

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
33	26-05-33-13-6220	EMT couplings, set screw, steel, 3/4" diameter, to 15' H	Ea.	5.0000	$5.65	$28.25	RSM26FAC M, L, O&P	P
34	26-05-33-13-6520	EMT boxes connectors, set screw, steel, 3/4" diameter, to 15' H	Ea.	4.0000	$9.25	$37.00	RSM26FAC M, L, O&P	P
35	26-05-33-13-7240	EMT to greenfield adapters, (compression), 3/4" diameter, to 15' H	Ea.	1.0000	$23.50	$23.50	RSM26FAC M, L, O&P	P
36	26-05-33-13-7420	EMT-LB, LR or LL fittings with covers, set screw, 3/4" diameter, to 15' H	Ea.	1.0000	$61.00	$61.00	RSM26FAC M, L, O&P	P
37	26-05-33-13-8320	EMT 1 hole clips, 3/4" diameter, to 15' H	Ea.	5.0000	$2.46	$12.30	RSM26FAC M, L, O&P	P
38	26-05-33-13-9110	PVC conduit, schedule 40, 3/4" diameter, to 10' H, incl terminations, fittings, & support	L.F.	60.0000	$9.25	$555.00	RSM26FAC M, L, O&P	P
39	26-05-33-13-9225	PVC conduit elbows, 3/4" diameter, to 15' H	Ea.	2.0000	$24.00	$48.00	RSM26FAC M, L, O&P	P
40	26-05-33-13-9314	PVC conduit couplings, 3/4" diameter, to 15' H	Ea.	5.0000	$23.00	$115.00	RSM26FAC M, L, O&P	P
41	26-05-33-13-9350	PVC conduit, field bends, 45 Deg. to 90 Deg., 3/4" diameter	Ea.	2.0000	$23.50	$47.00	RSM26FAC L, O&P	P
42	26-05-33-13-9470	PVC adapters, 3/4" diameter, to 15' H	Ea.	1.0000	$23.00	$23.00	RSM26FAC M, L, O&P	P
43	26-05-33-13-9600	PVC-LB, LR or LL fittings & covers, 3/4" diameter, to 15' H	Ea.	1.0000	$65.50	$65.50	RSM26FAC M, L, O&P	P
44	26-05-33-13-9860	Cement, quart	Ea.	1.0000	$29.50	$29.50	RSM26FAC M, O&P	P
45	26-05-33-16-0150	Outlet boxes, pressed steel, 4" square	Ea.	2.0000	$50.00	$100.00	RSM26FAC M, L, O&P	P
46	26-05-33-16-0250	Outlet boxes, pressed steel, covers, blank, 4" square	Ea.	2.0000	$16.30	$32.60	RSM26FAC M, L, O&P	P
47	26-05-33-18-1020	Pull boxes, hinged, steel, 12" W x 12" H x 8" D, NEMA 1	Ea.	1.0000	$300.00	$300.00	RSM26FAC M, L, O&P	P
48	26-05-33-18-2150	Pull boxes, steel, type SC, raintight & weatherproof, 6" L x 6" W x 6" D, NEMA 3R	Ea.	1.0000	$127.00	$127.00	RSM26FAC M, L, O&P	P
49	26-05-33-95-1720	Hole drilling, brick wall, 12" thick, 3/4" pipe size, to 10' high	Ea.	2.0000	$70.50	$141.00	RSM26FAC M, L, E, O&P	P
50	26-05-33-95-3040	Knockouts, metal boxes & enclosures, with hole saw, 3/4" pipe size, to 8' high	Ea.	4.0000	$19.95	$79.80	RSM26FAC L, O&P	P
51	26-24-16-20-0700	Circuit breakers, bolt-on, 10 k A I.C., 3 pole, 240 volt, 15-60 amp	Ea.	1.0000	$385.00	$385.00	RSM26FAC M, L, O&P	P
52	26-29-13-10-0100	Lighting contactors, 3 pole, electrically held, 600 volt, 20 amp, NEMA 1	Ea.	1.0000	$905.00	$905.00	RSM26FAC M, L, O&P	P

26 - Electrical Total **$4,817.31**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
31 - Earthwork								
53	31-23-16-13-1391	Excavating, trench, shoring, SF, 4' width, loose material SF protected wall, includes installation & rent for first day, excludes dewatering	SF Wall	800.0000	$1.34	$1,072.00	RSM26FAC M, L, E, O&P	P
54	31-23-16-13-1391-1900	Excavating, trench or continuous footing, common earth, for tamping backfilled trenches, 6" lift, vibrating plate, excludes sheeting or dewatering, add (Modified using 31-23-16-13-1900)	B.C.Y.	29.6000	$11.55	$341.88	RSM26FAC L, E, O&P	P
55	31-23-16-13-3020	Excavating, trench backfill, 1 C.Y. bucket, minimal haul, front end loader, wheel mounted, excludes dewatering 12"12"8/27"1.40 = 59.73	L.C.Y.	59.7333	$3.93	$234.75	RSM26FAC L, E, O&P	P
56	31-23-23-16-0100	Fill by borrow and utility bedding, for pipe and conduit, crushed stone, 3/4" to 1/2", excludes compaction 5*6*.5 = 15.00	L.C.Y.	15.0000	$52.00	$780.00	RSM26FAC M, L, E, O&P	P
57	31-23-23-16-0200	Fill by borrow and utility bedding, for pipe and conduit, sand, dead or bank, excludes compaction 5*6*.5 = 15.00	L.C.Y.	15.0000	$28.50	$427.50	RSM26FAC M, L, E, O&P	P
58	31-23-23-16-0500	Fill by borrow and utility bedding, for pipe and conduit, compacting bedding in trench 5*6*.5 = 15.00	B.C.Y.	15.0000	$8.50	$127.50	RSM26FAC L, E, O&P	P
		31 - Earthwork Total						**$2,983.63**
32 - Exterior Improvements								
59	32-92-23-10-1200	Sodding, bent grass sod, on level ground, 1,000 S.F. or less	M.S.F.	1.0000	$1,400.00	$1,400.00	RSM26FAC M, L, E, O&P	P
		32 - Exterior Improvements Total						**$1,400.00**
Pre-Price Line Item Clarification								
60	06-16-26-10-0902a	Ground Protection, Mats	Ea.	4.0000	$175.00	$700.00	CUSTOM M, L, O&P	P
61	22-13-29-14-0680a	Pump, sewage ejector, includes operating and level controls, tank, cover and pump	Ea.	1.0000	$155,680.00	$155,680.00	CUSTOM M, L, O&P	N
		Pre-Price Line Item Clarification Total						**$156,380.00**
Trades								
62	ELEC	Electricians - 2026 RSMeans Facilities O&P Rate	Hour	65.0000	$117.20	$7,618.00	Trades L, O&P	P
63	EQLT	Equipment Operators, Light Equipment - 2026 RSMeans Facilities O&P Rate	Hour	48.0000	$101.45	$4,869.60	Trades L, O&P	P

Estimator: Tim Slack

Combined estimates...

Trades

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
64	PLUM	Plumbers - 2026 RSMeans Facilities O&P Rate	Hour	80.0000	$120.65	$9,652.00	Trades L, O&P	P
65	SKWK	Skilled Workers Average (35 trades) - 2026 RSMeans Facilities O&P Rate	Hour	24.0000	$104.75	$2,514.00	Trades L, O&P	P
		Trades Total						$24,653.60
					Estimate Grand Total			199,361.55

Marsh Waterproofing, Inc.

Specializing in Building Restoration

Physical Address:
240 South Main St. Suite #2
Vidor, TX 77662

Mailing Address:
P.O. Drawer 968
Vidor, TX 77670-0968

Ph# 409-769-0459
Toll free: 1-866-251-0234
Fax# 409-769-1682

Email: office@marshwaterproofing.com

Sept. 14, 2026

JOC 26-060/DC

Jefferson County
Beaumont TX

RE: Annex I
Our pricing coefficient is .89 for regular hours and 1.2 after hours – SETX region

Our recommendations and specifications are based on the information received from your engineer or representative. We will furnish at the above building, all labor, materials, tools, equipment, supervision, Workmen's Compensation, Public Liability and Property Damage Insurance necessary to complete in a thoroughly workmanlike manner all the work described below:

Scope of Work:

1. Remove approximately 300 ft coping cap on north and west side only that made too wide for width of coping.
2. Install wood fill in void back side of wall 2 x 4.
3. Install new coping cap permatite or equal with cleat system designed and engineered approved wind rating. Install as per manufacturers' specifications. North and West wall.
4. South wall install cover plates on existing coping cap. Finish installing in areas that are incomplete.
5. Investigate removing 2 steel beams not in use. If these can be removed we will dispose of and install new coping on wall. Repair roof with stainless cap over 2 pitch pans.
6. Raise seven 2 ft by 2 ft vent curbs to proper height of manufacturer recommendations. Approximately 8 inches minimum.
7. Reflash approximately 4 pitch pans and install cover cap top side.
8. All AC curbs, pitch pans and all outside corners will be checked and repaired to warranty status.
9. Lead pipe jack reflash to warranty status.
10. Check seams and wall locations and repair to warranty status.
11. Patches on roof check and repair to warranty status.
12. Install manufacturer adjustable pipe stands under electrical conduit with second layer protection pad.
13. Redesign electrical box stand to remove from anchored coping cap.

14. Install new AC drain lines from each unit into main trunk line with manufactured adjustable stand with protection pad underneath.

Price: $76,000.00

Labor – $22,800

Foreman – 570 hours @ $20/hr = $11,400
Laborer – 712.50 hours @ $16/hr = $11,400

Equipment – $7,600

Lift / Equipment Rental – $2,500 per month × 2 months = $5,000
Dumpster Rental / Disposal – $1,300 per dump × 2 = $2,600

Material – $45,600

New Permatite Coping Cap – 300 LF @ $72.00 = $21,600
Coping Cleat System – 300 LF @ $18.00 = $5,400
2×4 Wood Blocking / Wall Fill – 300 LF @ $4.00 = $1,200
South Wall Coping Cover Plates = $2,500
Vent Curb Raising Materials – 7 EA @ $750.00 = $5,250
Pitch Pan Reflash Materials – 4 EA @ $600.00 = $2,400
Stainless Steel Pitch Pan Caps – 2 EA @ $350.00 = $700
Adjustable Pipe Stands & Protection Pads = $1,800
AC Drain Lines, Fittings & Adjustable Supports = $2,500
Flashing, Sealants, Membrane & Roof Repair Materials = $2,250

Region 5:
JOC #20230601-2 2025 – 2026
Building Materials Supplies & Services #20250301
Paint Supplies & Services #20250305

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST By: Judy Gunnell
DATE 9.22.25

Respectfully Submitted,
Tim Marsh
President
Marsh Waterproofing, Inc.

Acceptance Signature & Date: _____ 09/22/2026

NOTES – VALID FOR 30 DAYS

- If needed, Owner to furnish two (2) 110-volt amp outlets and one (1) 220 volt 50-amp single phase outlet and connect contractors power cord as supplied by contractor.
- If needed, Owner to furnish cold water at spigot in work area.
- If needed, Owner will cooperate with contractor in moving cars, etc. to minimize the risk of overspray.
- This proposal does not include any asbestos removal, encapsulation, or disposal of the same.

- We are not responsible for the relocation or covering of any product or production areas that could get damaged by dust, dirt, falling deck or water during the project.
- If needed, Owner will furnish interior and exterior storage area, parking space for trucks and storage trailers.
- If needed, Owner to move all non-permanently mounted items away from surfaces to be treated.
- If needed, Owner to cut back any existing landscaping a minimum of two feet away from the building prior to work commencing if needed.
- The scope of work under this contract expressly does NOT include investigation, detection, abatement, replacement, removal or detoxification of and Hazardous Environmental Condition.
- "Hazardous Environmental Condition" means any type or form of asbestos, lead or fungus, including mildew, mold, rot, rust, mycotoxins, spores, scents or byproducts produced or released by fungi.
- Our quote is based on the fact that this specification meets your insurance company approval and local code approval.

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Email: office@marshwaterproofing.com

September 14, 2026

JOC 26-061/DC

Jefferson County
Beaumont TX

RE: Annex II
Our pricing coefficient is .89 for regular hours and 1.2 after hours – SETX region

Our recommendations and specifications are based on the information received from your engineer or representative. We will furnish at the above building, all labor, materials, tools, equipment, supervision, Workmen's Compensation, Public Liability and Property Damage Insurance necessary to complete in a thoroughly workmanlike manner all the work described below:

Scope of Work:

1. Remove approximately 300 ft coping cap on north and west side only that made too wide for width of coping.
2. Install wood fill in void back side of wall 2 x 4.
3. Install new coping cap Permatite or equal with cleat system designed and engineered approved wind rating. Install as per manufacturers' specifications. North and West wall.
4. South wall install cover plates on existing coping cap. Finish installing in areas that are incomplete.
5. Investigate removing 2 steel beams not in use. If these can be removed, we will dispose of and install new coping on wall. Repair roof with stainless cap over 2 pitch pans.
6. Raise seven 2 ft by 2 ft vent curbs to proper height of manufacturer recommendations. Approximately 8 inches minimum.
7. Reflash approximately 4 pitch pans and install cover cap top side.
8. All AC curbs, pitch pans and all outside corners will be checked and repaired to warranty status.
9. Lead pipe jack reflash to warranty status.
10. Check seams and wall locations and repair to warranty status.
11. Patches on roof check and repair to warranty status.
12. Install manufacturer adjustable pipe stands under electrical conduit with second layer protection pad.
13. Redesign electrical box stand to remove from anchored coping cap.

14. Install new AC drain lines from each unit into main trunk line with manufactured adjustable stand with protection pad underneath.
15. Remove 6 thru wall scuppers entirely thru wall back to roof. Remove damaged scupper conductor head and downspouts.
16. Install new prefinished thru wall scupper and reflash to modified roof. Ne cover trim on outside scupper caulked to seal and install new collector head and new downspouts to fit cast iron drain boot.

Price: $86,000.00

Labor – $25,800

Foreman – 645 hours @ $20/hr = $12,900
Laborer – 806.25 hours @ $16/hr = $12,900

Equipment – $8,600

Lift / Equipment Rental – $2,500 per month × 2 months = $5,000
Dumpster Rental / Disposal – $1,800 per dump × 2 = $3,600

Material – $51,600

New Permatite Coping Cap – 300 LF @ $72.00 = $21,600
Coping Cleat System – 300 LF @ $18.00 = $5,400
2×4 Wood Blocking / Wall Fill – 300 LF @ $4.00 = $1,200
South Wall Coping Cover Plates = $2,500
Vent Curb Raising Materials – 7 EA @ $750.00 = $5,250
Pitch Pan Reflash Materials – 4 EA @ $600.00 = $2,400
Stainless Steel Pitch Pan Caps – 2 EA @ $350.00 = $700
Adjustable Pipe Stands & Protection Pads = $1,800
AC Drain Lines, Fittings & Adjustable Supports = $2,500
Flashing, Sealants, Membrane & Roof Repair Materials = $2,250
New Thru-Wall Scuppers, Collector Heads & Downspouts – 6 EA @ $1,000 = $6,000

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS
ATTEST By: Judy Gilmer
DATE 9.22.26

Region 5:
JOC #20230601-2 2025 – 2026
Building Materials Supplies & Services #20250301
Paint Supplies & Services #20250305

Respectfully Submitted,
Tim Marsh
President
Marsh Waterproofing, Inc.

Acceptance Signature & Date: _____ 09/22/2026

NOTES – VALID FOR 30 DAYS

- If needed, Owner to furnish two (2) 110-volt amp outlets and one (1) 220 volt 50-amp single phase outlet and connect contractors power cord as supplied by contractor.
- If needed, Owner to furnish cold water at spigot in work area.

- If needed, Owner will cooperate with contractor in moving cars, etc. to minimize the risk of overspray.
- This proposal does not include any asbestos removal, encapsulation, or disposal of the same.
- We are not responsible for the relocation or covering of any product or production areas that could get damaged by dust, dirt, falling deck or water during the project.
- If needed, Owner will furnish interior and exterior storage area, parking space for trucks and storage trailers.
- If needed, Owner to move all non-permanently mounted items away from surfaces to be treated.
- If needed, Owner to cut back any existing landscaping a minimum of two feet away from the building prior to work commencing if needed.
- The scope of work under this contract expressly does NOT include investigation, detection, abatement, replacement, removal or detoxification of and Hazardous Environmental Condition.
- "Hazardous Environmental Condition" means any type or form of asbestos, lead or fungus, including mildew, mold, rot, rust, mycotoxins, spores, scents or byproducts produced or released by fungi.
- Our quote is based on the fact that this specification meets your insurance company approval and local code approval.

PRODUCT SUBSCRIPTION AGREEMENT

Between

JEFFERSON COUNTY, TX
&

SOE SOFTWARE CORPORATION

PREAMBLE

This SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of the 1st day of October 2026 by and between Jefferson County, TX with address at 1149 Pearl Street, Beaumont, TX 77701 (the "Customer"), and SOE Software Corporation a corporation existing under the laws of Florida, with principal offices at 5401 W. Kennedy Blvd. Suite 100 Tampa, FL 33609 ("SOE"). Collectively, SOE and the Customer shall be referred to as the "PARTIES" and each separately as the "PARTY."

RECITALS

A. SOE Software is a technology company specializing in providing Election Night Reporting, Online Poll Worker Training, and Voter Education Website SaaS solutions. SOE Software has developed and is the rightful owner and Licensor of a Voter Education Website Solution, among other solutions (hereinafter referred to as the SOFTWARE).

B. The Customer has decided to retain the services of SOE to provide the SOFTWARE on a SaaS model.

C. The PARTIES desire to enter into this SaaS Agreement so that SOE will license the Software to the Customer and provide it with associated services under the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the PARTIES agree as follows:

ARTICLE 1.- DEFINITIONS

- Documentation: means standard documentation including setup and back-office user guides in English
- Customer: Jefferson County, TX Tax Assessor-Collector/ Voter Registrar
- SaaS: Software as a Service.
- SOE: SOE SOFTWARE CORPORATION
- Software: SOE Voter Education / Connect website
- Subscription: the services and license provided by SOE to the Customer under the terms and conditions of this Agreement as defined in Articles 2 and 3.

ARTICLE 2.- SOFTWARE SUBSCRIPTION

2.1. Provision of the SOFTWARE._Under the terms and conditions hereunder agreed SOE provides the Customer with (i) the SOFTWARE as SaaS; (ii) Maintenance and support

services as defined in Article 4; and (iii) hosting for the SOFTWARE (all of them referred hereinafter as the Subscription).

2.2. Grant of License. Subject to the terms and conditions of this Agreement and payment of the Subscription fees, SOE hereby grants the Customer a non-exclusive, non-perpetual, non-transferable license to use the SOFTWARE and the Documentation for internal purposes.

2.3. Reservation of Rights. The SOFTWARE and Documentation are licensed, not sold. SOE and affiliates own and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights), in and to the SOFTWARE and Documentation and any copies, corrections, bug fixes, enhancements, modifications, Updates, Upgrades, or new versions thereof, all of which shall be deemed part of the SOFTWARE, as the case may be, and subject to all of the provisions of this Agreement. The Customer shall keep the SOFTWARE and Documentation free and clear of all liens, encumbrances and/or security interests. No rights are granted to the Customer pursuant to this Agreement other than as expressly set forth in this Agreement.

2.4. Restrictions. The Customer shall not (and shall not allow its customers or any third party) to: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE and/or Documentation, except to the extent that such restriction is permitted by applicable law; (b) circumvent any user limits or other license timing or use restrictions that are built into the SOFTWARE; (c) sell, resell, rent, lend, transfer, distribute, license, sublicense or grant any rights in the SOFTWARE and/or Documentation in any form to any person without the written consent of SOE except for the right to authorize the use of the SOFTWARE by its customers under the terms and conditions hereunder agreed; (d) remove any proprietary notices, labels, or marks from the SOFTWARE and/or Documentation except those trademarks which are configurable; (e) unbundle any component of the SOFTWARE and/or Documentation; (f) build a product or service that is competitive with the SOFTWARE; (g) copy any ideas, features, functions or graphics of the SOFTWARE and/or Documentation; (h) copy, frame or mirror any part of the SOFTWARE; (i) permit any third party to access the SOFTWARE or (i) use the SOFTWARE and/or the Documentation in violation of applicable laws.

ARTICLE 3.- HOSTING AND INSTALLATION

3.1. SOE shall provide the Customer with the following services included in the Subscription Fee as defined in Article 2.

a. Hosting of the SOFTWARE in SOE's servers in a Cloud Hosted Data Center rented by SOE located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty-four (24) hours per day except for scheduled maintenance.
b. Installation, test and initial system set up in the servers in the Data Center.

3.2. SOE shall provide the Customer with the following hosting support and service level:

a. Availability of 99.7% uptime (excluding scheduled maintenance windows).
b. Reporting tools will be available upon request to show historic data.
c. Full infrastructure and network redundancy using distributed cloud locations.

ARTICLE 4.- MAINTENANCE AND SUPPORT SERVICES

4.1. During the Term of this Agreement, SOE shall provide the Customer with maintenance services and third level support in accordance with the Service Level Agreement attached

hereto as Appendix 1, being an integral part of this Agreement, which shall consist of (i) the updating and upgrading of the SOFTWARE and (ii) the modification and/or adaptation of the SOFTWARE in order to correct and solve any defects, errors, or malfunctions in the SOFTWARE.

4.2 The support services provided by SOE include:

- Account Management support, such as application setup review and questions, and technical support.
- Support services include up to 20 hours. When you have reached 80% of the allotted support service hours, you will be notified, and you may choose to add additional hours via a work order. If the issue is determined to be a product error, hours will not be deducted.
- If additional support service hours are not purchased and they are required due to a non-product error, the customer will be charged at a rate of $150/hr.
- Refunds or carryover are not considered if the allotted support service hours are not consumed at the end of the Agreement (and on a yearly basis).

4.4 The PARTIES have appointed the following persons as their respective Single Point of Contact (SPOC)

CUSTOMER: Michelle Farnie, Chief Deputy of Operations
Email: Michelle.Farnie@jeffersoncountytx.gov

SOE: Wendy Williams, Client Services Director
Email: wwilliams@soesoftware.com

ARTICLE 5.- CUSTOMER AND CUSTOMER DATA

5.1. As between SOE and the Customer, Customer exclusively owns all rights, title and interest in and to all its Data.

5.2. SOE shall not access Customer's Data, except to prevent or respond to service or technical problems or otherwise at Customer's request. SOE shall not disclose any Customer Data except as compelled by law or as expressly permitted in writing by Customer.

5.3 All assets created by SOE remain the ownership of SOE. This includes work files, images, graphics and video footage.

ARTICLE 6.- DATA PROTECTION

6.1. To provide Maintenance and Support Services, under this Agreement SOE may need to have access or process personal data under the control of the Customer. In that case, SOE, as data processor, undertakes to comply with the requirements set forth in the applicable data protection laws and regulations and, in particular:

a. to process the personal data only in accordance with the instructions provided by the Customer as data controller;
b. to not apply or use the personal data for a purpose other than set out in this Agreement, and
c. to not communicate the personal data to other persons even for their preservation.

6.2. SOE warrants having in place the required security measures to avoid loss or unauthorized access or use of the personal data to be processed by SOE on behalf of the Customer under this Agreement.

6.3. Upon termination of this Agreement pursuant to Article 8, SOE shall destroy or return to the Customer the personal data processed by SOE on behalf of the Customer under this Agreement together with any support or document containing personal data.

ARTICLE 7.- CUSTOMER RESPONSIBILITIES

7.1. The CUSTOMER is responsible for all activities that occur in its accounts and for its compliance with the Subscription Agreement.

7.2. The CUSTOMER shall: (i) use best practices and have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the SOFTWARE, and notify SOE promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, provincial, federal, and foreign laws in using the SOFTWARE.

7.3. The CUSTOMER acknowledges that SOE's ability to deliver the SOFTWARE and the related Services is dependent upon CUSTOMER's full and timely cooperation with SOE.

7.4. SOE requires seven business days to review, and/or deliver on any requests from the CUSTOMER related to Maintenance and Support Services (Article 4).

7.5. SOE will not be liable for any delays in the delivery caused by CUSTOMER or resulting from CUSTOMER's failure to fulfil any of its obligations.

ARTICLE 8.- SUBSCRIPTION TERM AND TERMINATION

8.1. This Agreement shall be valid and remain in full force and effect for a term of three (3) years as of the Effective Date (the Initial Term).

8.2. By mutual agreement, the PARTIES may, but shall not be obliged to, renew this Agreement in writing (each new term the "Renewal Term"). The Fee for any successive Renewal Term shall be equal to the Fee at the end of the Extended Term or any Renewal Term, as applicable, plus a six (6)% increase.

8.3. This Agreement may be terminated, within the Initial Term or any Renewal Term, for cause upon thirty (30) calendar days prior written notice in the event a Party hereto:

a. Is in material breach of this Agreement and fails to remedy such breach within thirty (30) calendar days after receipt of prior written notice by the non-defaulting Party pursuant to Article 15.1 of this Agreement.
b. Does not pay the yearly Subscription Fee, after being requested in writing to do so by SOE and without prejudice of the interests set forth in Article 9.5.
c. Becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.4. Upon termination or expiration of this Agreement the Customer shall unless otherwise set forth in this Article 8 immediately cease the use of the SOFTWARE and if applicable delete and/or destroy all copies of the SOFTWARE. All assets created by SOE remain the ownership of SOE. This includes work files, images, graphics and video footage.

8.5. **Non-Appropriation Clause.** The continuing of this Contract is dependent upon the availability of County funding. If this Agreement extends into more than one fiscal year of Jefferson County, Texas (October 1 to September 30), and if County funds are not available

for services provided under this Contract, County will terminate this Contract upon written notice, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriated funds have been spent, whichever event occurs first.

8.6 Termination shall not relieve the CUSTOMER of the obligation to pay any fees accrued or payable to SOE prior to the effective date of termination other than section 8.5.

ARTICLE 9.- FEES FOR SUBSCRIPTION AND OTHER SERVICES

9.1. The Customer shall pay to SOE as the price of the Subscription (Subscription fee) for the Initial Term the following fees per year which will be paid upfront at the beginning of each year term:

Product or Service	Investment	Invoicing Term
SOE Voter Education Website		
Implementation Fee	$9,800.00	Invoiced upon contract approval
Annual Assurance: 10/01/2026 – 09/30/2027	$7,200.00	Invoiced upon contract approval
Annual Assurance: 10/01/2027 – 09/30/2028	$7,200.00	October 1, 2027
Annual Assurance: 10/01/2028 – 09/30/2029	$7,200.00	October 1, 2028

9.2. At least ninety (90) days from the end of the (Initial Subscription) Term, the PARTIES agree to review this Subscription Agreement and, should both PARTIES agree to renew or extend the Subscription (The Renewal Term), SOE may increase the License fee for any Renewal Term by at least 5% with thirty (30) days' prior notice to CUSTOMER.

9.3. Unless otherwise provided to the contrary in this Agreement, all fees are non-cancellable, non-refundable, and cannot be decreased during the relevant Subscription Term.

9.4. All Fees, whether for the Initial Term or any of the Renewal Term, are exclusive of taxes.

9.5. If the Customer does not pay an invoice by the due date for payment, SOE may charge and the Customer shall pay in conjunction with the unpaid amount, interest at the rate lesser of 2% per month or the maximum rate permitted by law, calculated on the daily balance of the unpaid amount from the due date for payment until that unpaid amount (including accrued interest) is paid in full. No payment can be made prior to October 1st each budget year. There will be no late fees charged for 30 days after the invoicing term begins.

ARTICLE 10 - SCOPE AND LIMITATION OF AFFILIATE'S AUTHORITY

Nothing in this Agreement shall be deemed to create an agency relationship or the relationship of employer and employee, master and servant, franchiser and franchisee, partnership or joint venture between the PARTIES. It is understood that the relationship between SOE and the Customer shall be that of independent contractors.

ARTICLE 11. - CONFIDENTIAL INFORMATION

11.1. Each PARTY agrees and shall undertake to ensure that any and all information received by it in connection with this Agreement which is derived from the Agreement or another PARTY

(however acquired and in whatever form) and which is designated by means of appropriate text to be or otherwise should be seen to be of a proprietary or confidential nature shall be treated by it as confidential, and neither PARTY shall disclose all or any part of it to any third-party or otherwise seek to exploit all or any part of it without the prior written consent of the other PARTY. This Article 11 shall not apply to information which at any time comes into the public domain through no fault of any PARTY.

11.2. Each PARTY agrees to make all reasonable efforts to prevent any of its employees or personnel or any other person(s) from obtaining or making any unauthorized use of, or affecting any disclosure of, any confidential information.

11.3. Any confidential information furnished by a PARTY shall remain the property of the PARTY from which it is derived and, upon termination of this Agreement for any cause whatsoever, the other PARTY shall cease to use the same and shall destroy or return the same to the PARTY from which it is derived together with all related documents and copies.

11.4. Notwithstanding Article 8 with respect to the term of this contract, the obligations in this Article 11 shall bind the PARTIES during the term of this Agreement and for three (3) years after this Agreement is terminated for whatever cause.

11.5. **Texas Public Information Act.** Customer is a governmental entity. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

ARTICLE 12.- WARRANTIES AND DISCLAIMERS

12.1. SOE represents and warrants that (i) the SOFTWARE will perform materially in accordance with the specifications and requirements of Annex I for the Subscription Term; (ii) the SOFTWARE will not contain any Malicious Code at the time of delivery to the Customer; (iii) SOE owns the rights in the SOFTWARE and Documentation to grant to the Customer the rights to use the SOFTWARE and Documentation granted herein; and (iv) to its knowledge, the SOFTWARE and Documentation do not infringe any intellectual property rights of any third party. SOE does not warrant, however, that the Customer's use of the SOFTWARE will be uninterrupted, and that the operation of the SOFTWARE will be error-free.

12.2. In the event of a breach during the applicable warranty period of one or more of the warranties set forth in Section 12.1 hereof, SOE shall use reasonable commercial efforts to correct such breach of the warranty. If SOE is unable to remedy the breach of warranty within a reasonable time, SOE shall refund the purchase price of the SOFTWARE.

12.3. The foregoing warranty is only applicable if SOE receives written notice of a breach of warranty within thirty (30) days after the end of the applicable warranty period. Such notice must contain sufficient information regarding the circumstances under which the warranty

breach can be observed. The warranty shall not apply to the extent that the breach is caused by misuse, negligence, accident, unauthorized modification, alteration, customization or repair, improper operation or maintenance.

12.4. The warranties set out in section 12 hereof are the only warranties provided by SOE and the remedies set out in section 12.2 hereof are the sole and exclusive remedies of et for a breach of warranty.

ARTICLE 13.- INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

13.1. Subject to this Agreement, SOE shall defend, indemnify and hold the Customer harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings made or brought against the Customer by a third party alleging that the use of the SOFTWARE and Documentation as contemplated hereunder infringes the intellectual property rights of a third party (each an "Infringement Claim"); provided, that the Customer (a) promptly gives written notice of the Infringement Claim to SOE; (b) gives SOE sole control of the defense and settlement of the Infringement Claim (provided that SOE may not settle or defend any Infringement Claim unless it unconditionally releases the Customer of all liability); and (c) provides to SOE all reasonable assistance and information.

13.2. If (a) SOE becomes aware of an actual or potential Infringement Claim, or (b) the Customer provides SOE with notice of an actual or potential Infringement Claim, SOE may (or in the case of an injunction against the Customer, shall), at SOE' sole option and determination: (i) procure for the Customer the right to continue to use the SOFTWARE; or (ii) replace or modify the SOFTWARE with equivalent or better SOFTWARE so that the Customer's use is no longer infringing; or (iii) if (i) and (ii) are not commercially reasonable, as determined by SOE in its sole discretion, terminate the license(s) for such SOFTWARE and refund to the Customer that portion of any prepaid subscription fees that is applicable to the period following the termination of the Subscription pursuant to this Section 13, less any outstanding moneys owed on such affected portion of the SOFTWARE.

13.3. The indemnity in this Article does not extend to (1) any Infringement Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the SOFTWARE furnished by SOE with other products, SOFTWARE or services not provided or approved by SOE, other than SOFTWARE designed by SOE with certain commercial hardware or other commercially available SOFTWARE, if such infringement would have been avoided but for such combination; (2) any Infringement Claim related to or in connection with any modification of the SOFTWARE by anyone other than SOE if such infringement would have been avoided but for such combination; (3) any Infringement Claim in respect to any version of the SOFTWARE other than the most current version; or (4) any use, distribution, sublicensing or exercise of any other right outside the scope of the licenses granted in this Agreement.

13.4. This article 13 contains SOE's entire liability, and the customer's sole and exclusive remedies, for infringement claims.

ARTICLE 14.- LIMITATION OF LIABILITY

14.1. Subject to section 14.3. Hereof, in no event shall either party have any liability to the other party for any indirect, special, incidental, punitive, or consequential damages (including,

without limitation, damages for loss of business, loss of profits, business interruption, loss of data, lost savings or other similar pecuniary loss).

14.2. Limitation of Liability. Subject to section 14.3 hereof, in no event shall either party's aggregate liability arising out of or related to this agreement or relating to the subject matter hereof for all claims, costs, losses and damages exceed the amounts actually paid by and due from the customer hereunder in the twelve months preceding the incident giving rise to liability.

14.3. Notwithstanding the foregoing, no limitation of either party's liability set forth in this agreement shall apply to (i) damages arising from a party's breach of its confidentiality obligations, (ii) indemnification claims, (iii) damages arising from infringement of a party's intellectual property rights; (iv) any claims for non-payment, (v) fraud or wilful misconduct, or (vi) bodily injury or death.

ARTICLE 15.-NOTICES

15.1. All notices given pursuant to this Agreement shall be given personally or be sent by facsimile, e-mail or hand delivery; or by express delivery/courier service to a PARTY's address set forth in Articles 15.2 and 15.3, with all postage or other charges of conveyance prepaid and shall be effective upon the actual receipt thereof.

15.2. Unless and until otherwise notified to SOE, Customer's address for the purposes of this agreement shall be:

Jefferson County Purchasing Department
1149 Pearl Street
Beaumont, TX 77701
Attention: Deb Clark, Purchasing Agent
E-mail: deb.clark@jeffersoncountytx.gov

Jefferson County Tax Assessor-Collector/ Voter Registrar
P. O. Box 2112
1149 Pearl Street - First Floor
Beaumont, TX 77701
Attention: Michelle Farnie, Chief Deputy of Operations
E-mail: Michelle.Farnie@jeffersoncountytx.gov

15.3. Unless and until otherwise notified to the Customer, SOE's address for the purposes of this agreement shall be:

SOE SOFTWARE CORPORATION
5401 W. Kennedy Blvd. Suite 100
Tampa, FL 33609
Attention: Jonathan Brill
Email: jbrill@soesoftware.com

ARTICLE 16 - OTHER PROVISIONS

16.1. Cure Any failure by a PARTY to meet any of its obligations under this Agreement, must be brought to the other PARTY's attention, in writing. The defaulting PARTY shall have thirty (30) days after receiving such notification to cure such failure and meet its obligations.

16.2. No Waivers The failure of either PARTY to this Agreement to exercise any of its rights hereunder upon breach by the other PARTY or any condition, covenant or provision contained in this Agreement shall not be construed as a waiver thereof, nor as a waiver of the same or any other default subsequently occurring.

16.3. Headings The headings of the articles and sections in this Agreement are employed, and are for, the convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meanings of the PARTIES.

16.4. Severability If any provision of this Agreement is determined to be unenforceable, the remaining provisions of the Agreement shall remain in effect to the extent possible in the absence of the unenforceable provision.

16.5. Authority Each PARTY represents and warrants that the undersigned has full authority to execute this Agreement and to bind the PARTY to the terms and provisions herein.

16.6. Jurisdiction This Agreement shall be construed in accordance with and governed by the laws of Texas, and each party agrees to submit to the jurisdiction of the courts of Beaumont, Texas.

16.7. Entire Agreement This Agreement contains the entire agreement between the PARTIES, and all prior or contemporaneous agreements and understandings, oral or written (including, without limitation, any correspondence, proposed drafts or term sheets) are merged herein and superseded hereby. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless done so in writing and signed by both PARTIES.

16.8. Transfer of Right Neither PARTY shall transfer or assign any and all of its rights or obligations under this Agreement without the prior written consent of the other PARTY. Consent shall not be unreasonably withheld.

16.9. Force Majeure Neither PARTY will be responsible for any failure to perform hereunder due to unforeseen circumstances or cause beyond the non-performing PARTY's reasonable control including, without limiting the foregoing, a strike or other labor disturbance, lock-out, riot, delay in transportation, the inability to secure labor, materials, supplies or equipment, an act of God or the elements, fire, flood, or accidents, an act of war or conditions arising out of or attributable to war, laws, rules, and regulations of any governmental authority, procedures relating to environmental matters, delay in the issuance of required permits or approvals with respect to any operations or activities, or any other matters or conditions which are beyond the reasonable control of such PARTY, whether or not similar to the matters and conditions herein specifically enumerated. This Article 16.9 does not apply to excuse a failure to make payments when due.

16.10 Counterparts This Agreement may be executed in two or more counterparts, and each counterpart shall become binding when the other(s) has or have been signed as if it had been signed by each PARTY. Facsimile signatures shall be considered original signatures for the purposes of execution and enforcement of the rights and obligations described herein.

IN WITNESS WHEREOF, the PARTIES have duly executed this Agreement on this date first written above intending to be bound thereby,

JEFFERSON COUNTY, TX

By: Jeff Branick
Title: County Judge
Date: 9-22-2026

SOE SOFTWARE CORPORATION

By: Jonathan Brill
President
Date: 9/15/2026

ATTEST By: Judy Ginnell
DATE 9.22.26

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

APPENDIX 1

1 Software Maintenance and Support – Technical Service description

1.1 Definitions

The definitions used in the Agreement are incorporated herein by reference. In addition, the following terms shall have the following meaning:

- "**Software maintenance**" is defined as the process of modifying a software system or component after delivery to correct faults, errors and bugs; to improve performance or other attributes; or to adapt to a changed environment.
- **"Perfective maintenance"** includes modifications and upgrades done in order to keep the software usable over a long period of time. It includes new features and new user requirements for refining the software and improving its reliability and performance.
- **"Adaptive maintenance"** includes modifications and upgrades applied to keep the software product up-to-date and tuned to the changing environment.
- **"Preventive maintenance"** includes modifications and upgrades to prevent future issues of the software. It aims to attend problems, which are not significant at this moment, but may cause serious issues in the future.
- **"Corrective maintenance"** includes modifications and upgrades done in order to correct or fix faults, errors and bugs, which are either discovered by the Customer or concluded by user error reports.
- **"Response time"** means the time elapsing between the reporting of an Issue by a Customer and the response from a SOE's Technical Support Services engineer acknowledging receipt of the reported Issue.
- **"Diagnosis time"** means the time elapsing between the Response time and the diagnosis of the Issue made by SOE's Technical Support Services engineer.
- **"Issue"** means either:
  a) A failure of the Software to conform to the specifications set out in the documentation relating to that version of the Software, resulting in the inability to use, or restriction in, the use of the Software; or
  b) A problem in current features requiring new procedures, clarifications, additional information and/or requests for product enhancements.
- **"Resolution or Patch or Bug Fix"** means either a Software modification or addition that, when made or added to the Software, corrects an Issue, or a procedure or routine that, when observed in the regular installation or operation of the Software, eliminates the practical adverse effect of the issue on you.

- **"Upgrade"** means a revision or change of version of the Software released by SOE to its end user customers generally during the Support Services Term, to add new and different functions or to increase the capacity of the Software.
- **"Maintenance Release"** is a release of or for the Software, that includes the most recent Patches and Upgrades.
- **"Current Software Version"** means the most recently released, commercially available version of the Software at the time a Customer Support Contact relates a particular support incident to SOE hereunder.
- **"Supported Versions"** means SOE's obligations with respect to the Maintenance Services, which shall apply only to those versions of the Software that are within one (1) year time frame of the Current Software Version.
- **"Hosted System"** means Software hosted by SOE externally in its data center to which the Customer may access it over the Internet from anywhere at any time.
- **"Annual Pool of Hours"** means the number of support hours as captured in the contract. Support hours may include application "how to" questions, content modifications and technical support. Application issues as a result of SOE product updates and hosting are not deducted from the pool of hours.

1.2 General Terms and Conditions

The Customer shall be entitled to the following Support and Maintenance services during the Term and upon payment of the Fee:

1.2.1 SOE Technical Services.

SOE Support and Maintenance Services include perfective, adaptive, preventive and corrective maintenance in relation to Supported Versions. The Support Services do not include any post-installation configuration or development support, such as integrations of the Software with the user or third-party developed software or data, configuration advice that is not related to the initial installation and setup, or non-bug related technical problem resolution.

1.2.2 Resolutions and Severity levels.

SOE will make commercially reasonable efforts to provide a resolution or patch designed for resolving a reported issue in accordance with the Service Schedule hereto. If such issue has been resolved or corrected already in an existing Maintenance Release, the Customer must install and implement that Maintenance Release/Upgrade; otherwise, the resolution for critical and high severity issues may be provided in the form of a temporary patch (fix, procedure, or routine) to be used until a Maintenance Release containing the resolution is available. The priority level shall be agreed between the parties following the priority levels described below:

Severity	*Description*	*Details*
CRITICAL	An immediate and sustained effort using all available resources until issue is resolved.	• Business critical function is down • Major impact to Customer's business • No workarounds exist
HIGH	Technicians respond immediately, assess the situation, and may interrupt other staff working low or medium priority jobs for assistance.	• Business critical function is impaired or degraded • There are time-sensitive issues that impact on-going production • Workaround exists, but it is only temporary
MEDIUM	Respond using standard procedures and operating within normal Management structures.	• Non-critical function down or impaired • Does not have significant current production impact • Performance is degraded
LOW	Respond using standard operating procedures and as time allows.	• Non-critical, function down or impaired • No business impacts • General Service Enhancements

1.2.3 Technical Support Contacts.

SOE Maintenance and Support Services will be accessible by one (1) designated contact (Technical Support Contact) and one (1) backup contact. You may modify your designated Technical Support Contact at any time during the terms of the service by confirmed email to SOE's Technical Support Contact, who will be the main interface to the SOE Maintenance and Support Services.

1.2.4 Exclusions from SOE's Technical Services.

SOE is not obligated to provide Technical Services in the following situations:

a) When SOE determines that the Issue is caused by unauthorized changes or modifications to the Software provided by SOE, resulting in malfunctioning of the Software. This is not applicable if the changes or modifications are made under the direct supervision of SOE;
b) The Software has been damaged through negligent use by the Customer.
c) The issue is caused by the negligence, hardware, malfunction or other causes beyond the reasonable control of SOE;
d) The issue is caused by third party software not licensed by or through SOE;
e) The Customer has not installed and implemented a prior Upgrade or Maintenance Release;
f) The Customer has not installed up-to-date browser and system software;
g) The Customer has not paid the Technical Service fees when due;
h) The version of the Software that the Customer is using is not a Supported Version;
i) If the Customer has not complied with SOE's license Agreement; or
j) Failures related to an accident, disaster, or other Force Majeure event.

1.2.5 Agreement in Force.

Except as agreed herein, all other terms and conditions of the Agreement shall apply with full force and effect to this Service Level Agreement.

1.3 Escalation Process

For each issue:

1. The Customer's Technical Support Contact will notify SOE of the issue through the agreed channels;
2. A SOE Technical Support contact will acknowledge receipt of the issue;
3. A SOE Technical Support contact will do an initial diagnosis and complete the incident details in the Incident Management Tool:
   - Services affected;
   - Level of disruption;
   - Cause of the incident, if known;
   - Estimated time to resolve the issue or time of next update;
   - Feasible workaround.
4. The SOE Technical Support contact will call or email the Customer's Technical Support Contact providing the diagnosis and incident identifier and will agree on a *Criticality Level* based on a predefined set of criteria;
5. The SOE Technical Support contact will provide regular updates on the incident status.

1.4 Service Level Agreements (SLAs)

To guarantee a smooth and efficient relationship between SOE and their partners, SOE assigns a Service Manager (Account Manager) who will be the main point of contact to coordinate regular maintenance and support activities.

The Service Manager will periodically report on the different activities performed, as well as the status of the contracted pools of support hours (if any).

1.4.1 Issue Response.

In the event the Hosted System fails to perform as required by this Agreement (an "Issue"), the following Issue Response Procedure shall apply: Customer will notify SOE of any identified Issue as soon as possible. Customer will also provide the reasonable availability of a single point of contact to assist SOE in resolving any Issue with the Software. Upon notification of an Issue, Customer and SOE by mutual agreement in good faith shall classify the severity of the Issue based on the levels detailed in Section 1.2.2. SOE shall follow up with Customer with a telephone call or email response within 30 minutes upon notification of an Issue, subject to the Issue levels below. During the follow-up telephone or email, SOE shall provide Customer with an initial assessment of the Issue in conjunction with any identified steps for the parties to mitigate the Issue.

Severity	*Response Time*
Critical Priority	0-30 minutes (during business hours)
High Priority	Within 2 hours
Medium Priority	Within 24 hours
Low Priority	Within 5 working days

1.4.2 Service Details.

SOE's Software Support and Maintenance Service is divided into different sub-services:

- Service availability;
- Planned Maintenance Service and Technical Support;
- Hosting.

Further details are provided below.

1.4.2.1 Service Availability.

Service hours	Monday to Friday from 8 AM to 5 PM EST (Eastern Time)
After-hours support	On-call staff can be reached via the support telephone and/or support email. Calls received outside of Service Support Hours will be forwarded to the on-call service manager's mobile telephone. Email support is available using the support email product.support@soesoftware.com. Calls and emails received outside of the service time frame will receive a response in accordance with the priority of the reported issue.
Response time	Dependent on issue priority (see section 1.4.1)
Diagnosis time	Dependent on issue priority (see section 1.4.1)
Service volume	Annual pool of hours (see contract).
Rules of use	• In the event of consuming the whole bundle of hours, an additional pool of hours could be purchased; • Refunds or carry over are not considered if the pool of hours is not consumed at the end of the Agreement (and on a yearly basis).

1.4.2.2 Planned Maintenance Service and Technical Support.

1.4.2.2.1 Service Description – Planned Maintenance

SOE is responsible for guaranteeing the quality of the Software provided under the Agreement, as well as facilitating the inclusion of new features as a result of a product evolution. Upon a **Maintenance Release**, SOE guarantees the data integration for the **Supported Versions**.

What is included	• Perfective maintenance; • Adaptive maintenance; • Preventive maintenance (including updates such as digital certificates); • Corrective maintenance.
What is not included	• Extension of any existing functionality, which should be handled via the Change Management process; • The development of any new functionality, which should be handled via the Change Management process.

1.4.2.2.2 Service details – Planned Maintenance

Service hours	Monday to Friday from 9 AM to 5 PM EST Maintenance activities may be planned as after-hours service or during the weekends as agreed by the Customer.
Response time	Within 2 working days
Diagnosis time	• Critical and High severity issues - Within 8 service hours • Medium severity issues - Within 16 service hours

1.4.2.2.3 Service Description – Specialized Technical Support Service

SOE provides specialized technical support for those software components embedded in the provided solution. The specialized technical support includes responses to technical questions and providing technical support during maintenance or testing activities. The support service will be handled through the defined Technical Support Contacts.

What is included	• Response to technical questions related to the products making up the solution; • Deployment or support to the deployment on the Licensee's infrastructures after a Maintenance Release; • Ad-hoc digital signature of applications after a Maintenance Release; • Ad-hoc Trusted Build activities after a Maintenance Release.

1.4.2.2.4 Service details – Specialized Technical Support Service

Service hours	Monday to Friday from 9 AM to 5 PM EST
Response time	Within 2 working days
Diagnosis time	Within 3 working days
Service volume	Annual pool of hours (see proposal/contract).

1.4.2.3 Hosting.

SOE is responsible for new releases, security, maintenance, and uptime and will provide the Customer with the following services:

a. Hosting of the software on SOE' servers in an Amazon Data Center rented by SOE located in the US and providing the Customer access to the hosted SOFTWARE seven (7) days per week, twenty-four (24) hours per day, except for scheduled maintenance.
b. Installation, test, and initial system set up in the servers in the Data Center.

SOE will provide the Customer with the following support and service level:

a. Availability of 99.7% uptime (excluding scheduled maintenance windows).
b. Full infrastructure and network redundancy using distributed cloud locations.
c. Reporting tools will be available upon request to show historic data.

Form No. 148(f); Revised 02/01/2022

AGREEMENT FOR
ARBITRAGE REBATE COMPLIANCE SERVICES
BETWEEN
JEFFERSON COUNTY, TEXAS
(Hereinafter Referred to as the "ISSUER")
AND
HILLTOP SECURITIES ASSET MANAGEMENT, LLC
(Hereinafter Referred to as "HSAM")

It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the "***Obligations***" or "***Bonds***"), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the "***Arbitrage Amount***") from the proceeds of the Obligations to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the "***Code***"). For purposes of this Agreement, the term "Arbitrage Amount" includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

If it is accepted by the Issuer, this shall become the agreement (the "***Agreement***") between the Issuer and HSAM and will become effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to all issues of tax-exempt Obligations delivered subsequent to the effective date of the rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby HSAM is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of HSAM, HSAM is unable to procure the necessary information required to perform such services.

Covenants of Hilltop Securities Asset Management

2. HSAM agrees to provide our professional services in determining the Arbitrage Amount with regard to the Obligations. The Issuer will assume and pay the fee of HSAM as such fee is set out in Appendix A attached hereto. HSAM shall not be responsible for any expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.

3. HSAM agrees to perform the following duties in connection with providing arbitrage rebate compliance services:

   a. To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Obligations, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;

   b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and

   c. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by HSAM. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, HSAM does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements. HSAM shall maintain Issuer records and work product pursuant to its own internal document retention policy.

Covenants of the Issuer

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:

   a. The fees due to HSAM in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by HSAM for each issue of Obligations during the term of this Agreement.

   b. The Issuer will provide HSAM all information regarding the issuance of the Obligations and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. HSAM will rely on the information supplied by the Issuer without inquiry, it being understood that HSAM will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.

   c. The Issuer will notify HSAM in writing of the retirement, prior to the scheduled maturity, of any Obligations included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Obligations. In the event the Issuer fails to notify HSAM in a timely manner as provided hereinabove, HSAM shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Obligations.

5. In providing the services set forth in this Agreement, it is agreed that HSAM shall not incur any liability for any error of judgment made in good faith by a responsible officer or officers thereof and, except to the limited extent set forth in this paragraph, shall not incur any liability for any other errors or omissions, unless it shall be proved that such error or omission was a result of the gross negligence or willful misconduct of said officer or officers. In the event a payment is assessed by the Internal Revenue Service due to an error by HSAM, the Issuer will be responsible for paying the correct Arbitrage Amount and HSAM's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error. Additionally, it is understood and agreed that HSAM shall incur no liability for any errors, omissions, or failure to make a timely payment in connection with any IRS Computation Date calculations occurring prior to the effective date of the Initial Agreement with the Issuer, even if the error is discovered after the date of HSAM's engagement.

No Coordination with Private Activity Regulations

6. The purpose of HSAM's engagement is to determine the Arbitrage Amount pursuant to Section 148(f)(2) of the Code. Sections 141-147 of the Code and the related Treasury Regulations set forth requirements with respect to the amount of obligation proceeds that may be used for the benefit of a private person or entity. Treasury Regulations Section 1.141-6(a) requires that allocations of expenditures of obligation proceeds for purposes of computing the Arbitrage Amount must be the same as the allocations of expenditures used to test the private use of projects financed with proceeds of the Obligations.

7. For purposes of calculating the Arbitrage Amount, our calculations assume that the allocation of the expenditures of Obligation proceeds as provided to us are the same for both purposes of Sections 141-147 and Section 148 of the Code. The scope of this engagement does not include procedures to analyze the private use limitations associated with the Obligations.

Obligations Issued Subsequent to Initial Agreement

8. The services contracted for under this Agreement will automatically extend to any additional Obligations (including financing lease obligations) issued during the term of this Agreement if such Obligations are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Obligations, the Issuer agrees to the following:

   a. The Issuer will notify or cause the notification, in writing, to HSAM of any tax-exempt financing (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide HSAM with such information regarding such Obligations as HSAM may request in connection with its performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided

to HSAM with regard to a particular Obligation, HSAM shall have no obligation to provide any services hereunder with respect to such Obligation.

b. At the option of the Issuer, any additional Obligations to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify HSAM in writing of their intent to exclude any specific Obligations from the scope of this Agreement, which exclusion shall be permanent for the full life of the Obligations; and after receipt of such notice, HSAM shall have no obligation to provide any services under this Agreement with respect to such excluded Obligations.

Effective Date of Agreement

9. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or HSAM upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to HSAM for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement expires or is terminated prior to the completion of its stated term, all records provided to HSAM with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer, provided that such records have not been destroyed pursuant to HSAM's internal document retention policy. In addition, the parties hereto agree that, upon termination of this Agreement, HSAM shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed, or performed.

Acceptance of Agreement

10. When accepted by the Issuer in accordance with the terms hereof, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and HSAM for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the receipt by the Issuer. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by HSAM that the terms and conditions set forth in this Agreement remain acceptable to HSAM.

Counterpart Signatures

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party may execute this Agreement on a facsimile or PDF hereof. In addition, facsimile or PDF signatures of either Party shall be valid and binding, and delivery of a facsimile or PDF signature by either Party shall constitute due execution and delivery of this Agreement.

Governing Law

12. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.

Acceptance

13. Acceptance will be indicated by returning one executed copy to HSAM. An electronic version is acceptable. HSAM will then execute the Agreement and return a fully executed electronic version of the Agreement to the Issuer.

Docusign Envelope ID: D0DB5632-180F-8BEB-8356-049D140B05A4

Respectfully submitted,

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

By Signed by: Brian Helming 711A20703F444F1...

Brian Helming, Managing Director

Date 9/17/2026

ISSUER'S ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by:

Jefferson County, Texas, on this the 22nd day of September, 2026

By

Authorized Representative

Title County Judge

Printed Name Jeff Branick

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST By: Judy Ginnell

DATE 9-22-26

APPENDIX A - FEES

The Obligations to be covered initially under this Agreement include all issues of tax-exempt obligations delivered subsequent to the effective dates of the rebate requirements, under the Code, except as set forth in Section 1 of the Agreement.

The fee for any Obligations under this Agreement shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Obligations fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by HSAM to make that determination, no fee will be charged for such issue. For example, certain obligations are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Obligations fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by HSAM if no calculations were required to make the determination.

HSAM's fee for arbitrage rebate services is based upon a fixed Calculation Period fee per issue. The Calculation Period fee is charged based upon the number of Calculation Periods that proceeds exist subject to rebate from the delivery date of the issue to the Calculation Date.

HSAM's fees are payable upon delivery of the report. The first report will be made following one Calculation Period from the date of delivery of the Obligations and on each Calculation Date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Calculation Period shall be prorated to reflect the longer, or shorter, period of work performed during that period.

The fee for each of the Obligations included in this Agreement shall be based on the table below.

Additionally, due to significant time saving efficiencies realized when investment information is submitted in an electronic format, HSAM passes the savings to its clients by offering a 10% reduction in its fees if information is provided in a spreadsheet or electronic text file format.

Description	FEE
ANNUAL CALCULATION PERIOD FEE	**$1,400**
COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:	
• Commingled Funds Analysis & Calculations • Spending Exception Analysis & Calculations • Yield Restriction Analysis & Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.) • Parity Reserve Fund Allocations • Transferred Proceeds Calculations • Universal Cap Calculations • Debt Service Fund Calculations (including earnings test when required) • Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment • Retention of Records Provided for Arbitrage Computations • IRS Audit Assistance • Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule • On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items	**INCLUDED**
OTHER SERVICES AVAILABLE:	
IRS Refund Request – Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	**$3,000**

EXPLANATION OF TERMS:

a. **Bond Year**: A "Bond Year" is each 1-year period selected by the issuer. The first and last bond years may be short periods. If no bond year is selected, bonds years will end on each anniversary date of the issue and at final maturity.

b. **Computation Date**: A "Computation Date" is a five bond year period no longer than five years after the issue date. Subsequent Computation Dates will be for a period not later then 5 years after the previous Computation Date and at final maturity of the issue.

c. **Calculation Period:** A "Calculation Period" represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year periods thereafter. Therefore, if a calculation is required that covers more than one Calculation Period, the Calculation Period fee is multiplied by the number of periods contained in the calculation being performed. If a calculation includes a portion of a Calculation Period, i.e., if the calculation includes 1 ½ Calculation Periods, then the base fee will be multiplied by 1.5.

d. **Electronic Data Submission:** The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.

e. **Variable/Floating Rate Bond Issues:** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. The additional complexity is primarily related to the computation of the bond yield, which must be calculated on a "bond year" basis. Additionally, the regulations provide certain flexibility in computing the bond yield and determining the arbitrage amount over the first IRS reporting period; consequently, increased calculations are required to determine which bond yield calculation produces the lowest arbitrage amount.

f. **Commingled Fund Allocations:** By definition, a commingled fund is one that contains either proceeds of more than one bond issue or proceeds of a bond issue and non-bond proceeds (i.e., revenues) of $25,000 or more. The arbitrage regulations, while permitting the commingling of funds, require that the proceeds of the bond issue(s) be "carved out" for purposes of determining the arbitrage amount. Additionally, interest earnings must be allocated to the portion of the commingled fund that represents proceeds of the issue(s) in question. Permitted "safe-harbor" methods (that is, methods that are outlined in the arbitrage regulations and, accordingly, cannot be questioned by the IRS under audit), exist for allocating expenditures and interest earnings to issues in a commingled fund. HSAM uses one of the applicable safe-harbor methods when doing these calculations.

g. **Debt Service Reserve Funds:** The authorizing documents for many revenue bond issues require that a separate fund be established (the "Reserve Fund") into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most cases, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in all rebate calculations.

h. **Debt Service Fund Calculations:** Issuers are required under the regulations to analyze the invested balances in their debt service funds annually to determine whether the fund depletes as required during the year and is, therefore, "bona fide" (i.e., potentially exempt from rebate in that year). It is not uncommon for surplus balances to develop in the debt service fund that services an issuer's tax supported debt, particularly due to timing differences of when the funds were due to be collected versus when the funds were actually collected. HSAM performs this formal analysis of the debt service fund and, should it be determined that a surplus balance exists in the fund during a given year, allocates the surplus balance among the various issues serviced by the fund in a manner that is acceptable under IRS review.

i. **Earnings Test for Debt Service Funds:** Certain types of bond issues require an additional level of analysis for the debt service fund, even if the fund depletes as required under the regulations and is "bona fide." For short-term, fixed rate issues, private activity issues, and variable rate issues, the regulations require that an "earnings test" be performed on a bona fide debt service fund to determine if the interest earnings reached $100,000 during the year. In

cases where the earnings reach or exceed the $100,000 threshold, the entire fund (not just the surplus or residual portion) is subject to rebate.

j. **Transferred Proceeds Calculations:** When a bond issue is refinanced (refunded) by another issue, special services relating to "transferred proceeds" calculations may need to be performed. Under the regulations, when proceeds of a refunding issue are used to retire principal of a prior issue, a pro-rata portion of the unspent proceeds of the prior issue becomes subject to rebate and/or yield restriction as transferred proceeds of the refunding issue. The refunding issue essentially "adopts" the unspent proceeds of the prior issue for purposes of the arbitrage calculations. These calculations are required under the regulations to ensure that issuers continue to exercise due diligence to complete the project(s) for which the prior bonds were issued.

k. **Universal Cap:** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. Simply stated, the value of investments allocated to an issue cannot exceed the value of all outstanding bonds of the issue. For example, this situation can occur if an issuer encounters significant construction delays or enters into litigation with a contractor. It may take months or even years to resolve the problems and begin or resume spending the bond proceeds; however, during this time the debt service payments are still being paid, including any scheduled principal payments. Thus, it's possible for the value of the investments purchased with bond proceeds to exceed the value of the bonds outstanding. In such cases, a "de-allocation" of proceeds may be required to comply with the limitation rules outlined in the regulations.

l. **Yield Restriction Analysis/Yield Reduction Computations:** The IRS strongly encourages issuers to spend the proceeds of each bond issue as quickly as possible to achieve the governmental purpose for which the bonds were issued. Certain types of proceeds can qualify for a "temporary period," during which time the proceeds may be invested at a yield higher than the yield on the bonds without jeopardizing the tax-exempt status of the issue. The most common temporary period is the three-year temporary period for capital project proceeds. After the end of the temporary period, the proceeds must be yield restricted or the issuer must remit the appropriate yield reduction payment when due. HSAM performs a comprehensive yield restriction analysis when appropriate for all issues having proceeds remaining at the end of the applicable temporary period and also calculates the amount of the yield reduction payment due to the IRS.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: September 22, 2026

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST By: Judy Grinnell
DATE 9.22.26

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 08/31/2026

Department: JP4

Contact Person: Margo Fredeman

Phone: 409-434-5460

Fax: 409-794-1637

Department Head Approval: Judge Chesson

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
Gray Chair	68HS	20481	Old
Gray Chair	68HS	20489	Old
Gray Chair	68HS	20489	Old
Gray Chair	68HS	20490	Old

275

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 08/24/2026

Department: County Clerk

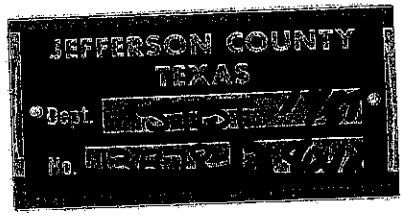
Contact Person: Denise Taylor

Phone: 409-835-8797

Fax:

Department Head Approval: Denise Taylor

Approved in Com. Court:



Description of Property	Serial No.	Asset No.	Condition of Property
Red Plastic Cart with Two Wheels		28042	Broken

276

JEFFERSON COUNTY PURCHASING DÉPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 09/08/2026

Department: County Clerk

Contact Person: Denise

Phone: ext 8797

Fax:

Department Head Approval: Denise Layfield

Approved in Com. Court:

JEFFERSON COUNTY TEXAS
Dept.
No.

Description of Property	Serial No.	Asset No.	Condition of Property
Lektreiver Kardex Filing Unit		33322	Old and in disrepair

COUNTY OF JEFFERSON

STATE OF TEXAS

IN THE COMMISSIONERS COURT

OF JEFFERSON COUNTY, TEXAS

ORDER

On this 8th day of September 2026, came on to be considered, the setting of the tax rate of Jefferson County, and the Court further finding that at least four members of the Commissioners' Court are now present, as required by law.

It is ORDERED, upon motion made by Cary Erickson, Commissioner of Precinct No.2, seconded by Everett "Bo" Alfred, Commissioner of Precinct No.4 that the tax rate for 2026-2027 shall be:

(1) the debt service tax rate is hereby set at $.001289 per one hundred dollars valuation for the County's 2026-2027 debt service requirements;

(2) the maintenance and operations tax rate is hereby set at $.355711 per one hundred dollars valuation;

(3) to maintain the residence homestead exemptions of 20% or $5,000 and $40,000 for over 65.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS'S TAX RATE.

ORDERED and signed this 8th day of September 2026.

JUDGE JEFF BRANICK
COUNTY JUDGE

COMMISSIONER BRANDON WILLIS
PRECINCT NO. 1

COMMISSIONER MICHAEL SINEGAL
PRECINCT NO. 3

COMMISSIONER CARY ERICKSON
PRECINCT NO. 2

COMMISSIONER EVERETTE "BO" ALFRED
PRECINCT NO. 4

JEFFERSON COUNTY, TEXAS

ANNUAL BUDGET
FISCAL YEAR 2026-2027

JEFF BRANICK
COUNTY JUDGE

BRANDON WILLIS
COMMISSIONER, PCT. 1

MICHAEL "SHANE" SINEGAL
COMMISSIONER, PCT. 3

CARY ERICKSON
COMMISSIONER, PCT. 2

EVERETTE "BO" ALFRED
COMMISSIONER, PCT. 4

FRAN LEE
COUNTY AUDITOR

JEFFERSON COUNTY, TEXAS
ANNUAL BUDGET

This budget will raise less revenue from property taxes than last year's budget by an amount of ($3,964,933), which is a 3.31% decrease from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $1,234,662.

The members of the governing body voted on the budget as follows:

FOR: Jeff Branick, Brandon Willis, Cary Erickson, Micheal "Shane" Sinegal, Everett "Bo" Alfred

AGAINST: none

PRESENT and not voting: none

ABSENT: none

Property Tax Rate Comparison

	2026-2027	2025-2026
Property Tax Rate:	$0.357000/100	$0.357000/100
No-New Revenue Tax Rate:	$0.365712/100	$0.359759/100
No-New Revenue Maintenance & Operations Tax	$0.359378/100	$0.343848/100
Voter-Approval Tax Rate:	$0.416171/100	$0.400506/100
Debt Rate:	$0.001289/100	$0.017111/100

Total debt obligation for Jefferson County secured by property taxes is $6,435,000.

FISCAL YEAR 2026-2027



Jefferson County Courthouse

Jefferson County is a 937 square mile County situated in the Coastal Plain or Gulf Prairie region of extreme southeastern Texas. The County is comprised of mainly grassy plains, though it has a dense forest belt, marshy saltgrass terrain, and coastal prairie within its boundaries. The area is low and flat with altitudes rising from sea level to approximately 50 feet above. The County has a subtropical humid climate with a mean annual temperature of 69 degrees and averages fifty-three inches of annual rainfall. The average growing season is 225 days a year. Several incorporated towns make up the County including: Beaumont, Bevil Oaks, China, Groves, Nederland, Nome, Port Arthur, Port Neches, and Taylor Landing.

Jefferson County was formed in 1836 and organized in 1837. It was one of the original counties in the Republic of Texas. The first County seat was Jefferson (named after Thomas Jefferson) on the east bank of Cow Bayou and was replaced by Beaumont in 1838. The first Jefferson County courthouse was built in 1854 and later became a Confederate hospital during the Civil War. The second courthouse was a 3-story building, built in 1893. It was the County's seat of justice until demolished to make room for the current building. The courthouse as it stands today was built in 1931 for $1,000,000. Since the building of the original courthouse in 1931, there have been

several extensions. The "New Courthouse" was built in the 1980's, and is attached to the original structure. The County also has a sub-courthouse located in Port Arthur. Other County Buildings and Annexes that house the operations and offices of the government are located at optimal points within the County.

The area that is Jefferson County has been claimed by several different nations. The first inhabitants were the Atakapa Indians, which settled in the Lower Neches and Sabine rivers. The French and Spanish disputed ownership of the area during the eighteenth century, and when the United States acquired Louisiana, the area was under Spanish control as part of the Atascosito District. Anglo settlement began in the area around 1821 with encouragement by the Mexican government. With the formation of the Texas Republic in 1836, residents of the newly formed County sought to increase settlement.

Jefferson County was changed drastically by the discovery of oil at Spindletop in 1901. Almost overnight, the area became a booming economic base for oil exploration and refining. Jefferson County's economy to this day is still rooted in the oil industry. Currently the economy of the County is based primarily on petroleum refining; the production and processing of petrochemicals and other chemicals; the fabrication of steel and steel products; shipping activity; the manufacture of wood, pulp, food and feed products; agriculture; and health care services. The County continues to diversify its economic base.

Jefferson County is the location of one of the fastest-growing industrial areas of Texas. The County endeavors to offer its citizens everything they seek in the way of employment, entertainment, cultural activities, and educational facilities. Jefferson County not only seeks to increase economic development in the area, but also seeks to provide its residents with an enriching community life.

SOURCES:

"JEFFERSON COUNTY." The Handbook of Texas Online. <http://www.tsha.utexas.edu/handbook/online/articles/view/JJ/hcj5.html> [Accessed Thu Sep 7 8:52:03 US/Central 2000].

"A History of Jefferson County, Texas From Wilderness To Reconstruction." W. T. Block, A Master of Arts Thesis at Lamar University. =http://block.dynip.com/wtblockjr/History%20of%20Jefferson%20County/Introduction.htm [Accessed Thu Sep 7 8:52:03 US/Central 2000].

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BUDGET SUMMARY

FRAN LEE
COUNTY AUDITOR
(409) 835-8500

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

September 8, 2026

Honorable Commissioners' Court:

Jeff Branick, County Judge
Brandon Willis, Commissioner, Precinct No. 1
Cary Erickson, Commissioner, Precinct No. 2
Michael "Shane" Sinegal, Commissioner, Precinct No. 3
Everette "Bo" Alfred, Commissioner, Precinct No. 4

The Commissioners' Court of Jefferson County, Texas was committed to adopting a budget for fiscal year 2026-2027, which would not require an increase in the County's overall property tax rate. We are proud to present a budget for the general fund that has increased by 2.59% from the 2025-2026 fiscal year adjusted budget while maintaining the same property tax rate. Therefore, in compliance with Section 111.033, Local Government Code, budget recommendations for fiscal year 2026-2027 are submitted for your consideration and approval.

This budget is prepared on the basis of $34,870,581,719 of net taxable value, after exemptions, which is an increase of .59% over the previous year's net taxable value. The County's tax rate is $.357000 per $100 of assessed value, 2.38% below the No-new revenue tax rate. Net tax collections are estimated at 99% of the total levy.

The County's $.357000 tax rate is allocated as follows:

General Fund	.355711
Debt Service	.001289

The fiscal year 2026-2027 budget provides for planned expenditures, net of contingency appropriations, for all operating funds totaling $203,213,378. Contingencies in the amount of $4,108,313 in the General Fund have also been appropriated. Such contingent appropriations are under the control of the Commissioners' Court and shall be distributed by that Court.

The Capital Projects for fiscal year 2026-2027, adopted independently of the operating budget, provides for planned expenditures of $15,664,477.

Annual budgets are adopted for all funds except for enterprise funds, internal service funds, capital project funds, and certain special revenue funds where funds are designated for a specific purpose as identified in the grant award document, which adopts grant year or project length financial plans.

It is my opinion that the provisions for revenues and expenditures in this budget are adequate and that funds will be on hand to pay the obligations as set forth. All funds are expected to have sufficient resources to operate within the budgets as proposed. It is intended that each County department will operate within its total budget allocation.

Sincerely,

Fran Lee
County Auditor

BUDGET INITIATIVES, MAJOR GOALS AND ISSUES

The 2026-2027 budget year was a great challenge for the Commissioners' Court of Jefferson County. Commissioners' Court developed the current General Fund budget of $191,935,130. In addition, Commissioners' Court was able to maintain the property tax rate to .357000 cents per $100 of taxable valuation, which is 2.38% below the No-new revenue tax rate. This property tax rate will enable Jefferson County to continue to provide services to its citizens and promote an atmosphere conducive to economic development within the County.

Budget initiatives for the current operating year include:

Provide a 2.5% salary increase for all employees. In addition, add a net three full-time positions between several departments. These increases in cost are approximately $2.8 million including fringe benefits.

Commissioners' Court will make a $3,950,000 transfer during the fiscal year and continue to utilize previously transferred funds and available grant funding to address necessary capital projects.

Maintain capital expenditures for durable goods to replace needed equipment to necessary levels.

On an on-going basis, County officials review and identify key issues facing the County and determine goals and objectives for the current operating year and the future. For the present and future years, the following represent the Commissioners' Court's list of major goals and issues:

* Economic Development & Workforce Readiness
* Transportation Infrastructure
* Coastal Protection
* Organizational Development & Improvement

Economic Development - *Enhance the economic development climate in the County for future growth by focusing on workforce training and education, by exploiting our industrial and transportation infrastructure to attract and retain business and industry and utilizing existing legislation to incentivize the attraction of businesses that bring diversification to the economic base.*

Local Industry – Jefferson County is the largest crude & LNG exporter in the U.S. Several large projects are in construction, permitting, and development for the area and the County continues to work with other taxing entities to create a business environment conducive to this growth. These include such notables as Lucite, Air Products, Vitol,

Golden Pass Products, OCI, Exxon Mobil, Phillips 66, Sempra Energy, Coastal Caverns, Linde, Energy Transfer Partners, and others that cannot be disclosed at present because of confidentiality agreements. Of late, numerous "green" and "blue" energy projects have begun design and construction activities in the county and numerous large agricultural landowners have begun to enter into agreements for land use for solar, wind, and carbon sequestration projects. In addition, more diverse industries, ship building and hydrogen powered data centers, are in the merger and land acquisition phases of development.

Petrochemical expansions at the Exxon Mobil, Linde, Woodside, Total, Energy Transfer, Phillips 66, and Valero facilities located in Jefferson County represent approximately $22 billion in project improvements. In addition, hundreds of millions of dollars are being spent on terminal and pipeline facilities to support these projects. Recent rail terminal facility expansions and new construction has significantly increased the transportation of Canadian tar sands oil and bitumen to our area for processing by area refineries. In total, announced expansion projects in our county exceed $65 billion.

Cheniere, one of two companies with Liquefied Natural Gas Terminals on the border of the Texas/Louisiana Coast, is in the latter stages of construction of a $20+ billion liquefaction facility. Golden Pass LNG opened their expanded facility in the second quarter of 2026. With their opening, our ship channel is now home to over 50% of the nation's LNG capacity. Sempra Energy has also begun construction on a $13.5 billion liquefaction facility to be built on 3,000 acres of land they currently own in Jefferson County and has entered into agreements for purchase of their LNG with foreign countries. Sempra has also obtained FERC approval for a phase 2 of the project and has applied for a phase 3 project which will likely result in $10 to $20 billion more dollars expended for infrastructure expansion in the south part of the County. Woodside Energy has acquired OCI Methanol and is already planning expansions for which they have applied for permits from TCEQ.

The County continues to work with industry leaders, the Texas Workforce Commission, Lamar Institute of Technology, Lamar University, Lamar State College, union apprenticeship programs, and non-profit groups to supply a workforce able to handle the growing labor needs of the County. This is critical given the interest of the international community in locating facilities in our county.

Hotel/Motel Tax – The County collects a 2% hotel occupancy tax from Jefferson County hotels. This tax enables the County to enhance tourism in the area by funding a variety of events and projects. The County funds the operational cost of the Ben J. Rogers Regional Visitors' Center with revenue from the Hotel/Motel Tax.

Airport Development – The County continues to collaborate with American Airlines to provide direct flights to the Dallas area to enhance the Airport's operations and link Jefferson County to worldwide destinations. Airport facility renovations are continual as

part of the Airport's master plan approved and funded by the FAA. The County has entered into several land lease contracts for economic development of the frontage road property in front of the Airport and construction of several projects are in process. Many new private aircraft hangars have been built or are beginning construction.

Transportation Infrastructure – *Provide adequate funding for County infrastructure.*

Highways – Texas Department of Transportation has allocated over $1.9 billion in funding for highway transportation infrastructure projects in Jefferson County. Work has begun on both Interstate 10 and Highway 69 corridors and is expected to be completed in 2029. Legislation has been filed at the federal level to authorize construction of a new Interstate 47 to link Jefferson County Highway 287 to the Dallas - Fort Worth area and on to Montana.

Sabine-Neches Waterway - The County has participated in a study by the U.S. Army Corps of Engineers into the feasibility of deepening the Sabine-Neches waterway. This will allow ports in Southeast Texas, the third largest in the nation, to accommodate newer deep draft vessels and thus remain competitive with other ports on the Gulf Coast. A few years ago, the U.S. Army Corps of Engineers issued their "Chief's Report" which paved the way for federal funding of this project. The U.S. House and Senate passed legislation, which was signed by the President authorizing the construction of the waterway improvements at a cost in excess of $1 billion. Congressional appropriations have been approved for engineering and design of the project and construction dollars have been appropriated and construction began in July 2020. The first "useable increment" of the deepened ship channel was completed in the fall of 2020. Work is ongoing and is anticipated to last through 2028. The waterway is expected to add more than 850 ships a year to current numbers with industrial construction currently in progress. Last month, the Texas Department of Transportation awarded in excess of $350 million in funding for this project. This project is also funded by a waterway user fee which relieves local taxpayers of having to fund this historic project.

Coastal Protection – *Provide protection of the County's natural resources.*

Protection measures – Hurricane Rita and Ike destroyed the beach dune system along the 21 miles of Jefferson County coastline. As a result, the 138,000 acres of marsh in Jefferson County have been continually assaulted by normal saltwater tidal changes, which will destroy the marshes' regenerative growth. This marsh area is critical economically, environmentally, and recreationally, and acts as a significant buffer against hurricane related tidal surges. Jefferson County has collaborated with the U.S. Fish & Wildlife service, the Texas General Land office, Texas Commission on Environmental Quality, and Texas Parks & Wildlife department to address dune restoration issues. Jefferson County is currently working with State and Federal officials to leverage BP Oil Spill funding for coastal restoration projects. Thus far, state and federal resources in

excess of $200 million are currently being employed to address the issue and both state and federal officials are committed to further funding. Construction has begun on restoration projects and restoration of the beach dune system began and was completed in the fourth quarter of 2024. Other projects associated with coastal restoration and protection, including saltwater barriers and siphons that restore freshwater inflows, have recently been completed utilizing BP Oil Spill settlement proceeds, North American Wetlands Conservation Act funds, and other funding. More projects have been funded utilizing Gulf of Mexico Energy Security funds and are ongoing.

Organizational Development & Improvement - *Improve services to our citizens through development of employees within the County.*

Services – The County also intends to continue examining our business processes and use of technology to ensure that citizen's needs are addressed in the most efficient and cost-effective manner possible. We are currently updating all document and records handling software programs to improve the efficiency of all departments and has invested heavily in Court and Jail management software. We also have a renewed focus on mental health and substance abuse and are working through our Sheriff's department and Local Mental Health Authority on programs designed to divert mental health and substance abuse cases away from our jail to alternative treatment programs. It is anticipated that our new Jail Diversion center will be completed by the end of 2026. This project was funded utilizing federal American Rescue Act dollars.

Strategic Planning and Performance Measures – The County continues with development of a strategic plan for enhanced long term budget planning, including long range capital projects planning and a model to help identify performance measures to assist with the budget process.

BUDGET HIGHLIGHTS

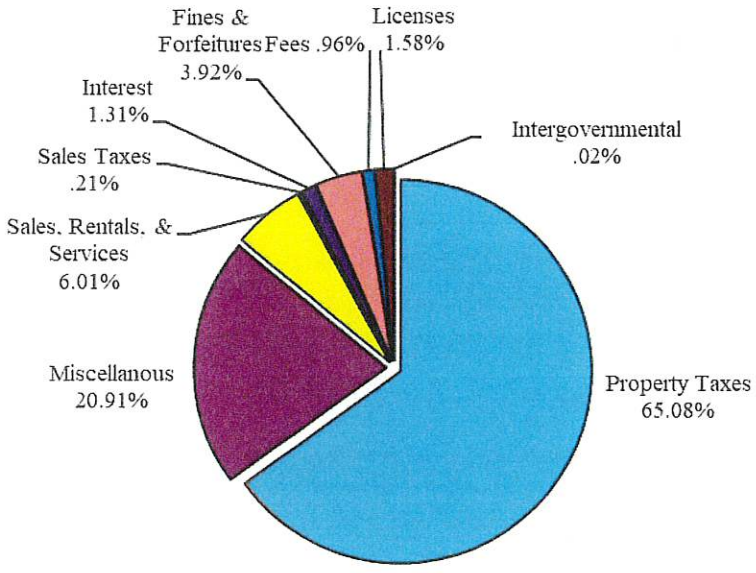
REVENUES

Jefferson County's budgeted revenues for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other sources):

Revenues by Source - All Funds Summary

	Approved 2025-2026	Approved 2026-2027	Percentage Change
Property Taxes	$ 120,291,046	$ 120,692,892	0.33%
Sales Taxes	34,615,000	38,775,000	12.02%
Fees	10,884,571	11,151,710	2.45%
Licenses	376,000	382,250	1.66%
Sales, Rentals, & Services	3,055,800	2,423,200	-20.70%
Intergovernmental	7,635,675	7,265,651	-4.85%
Fines & Forfeitures	1,775,000	1,790.000	0.85%
Interest	4,508,202	2,929,281	-35.02%
Miscellaneous	30,000	35,000	16.67%
Contributions	300	150	-50.00%

Revenues by Source - All Funds Summary
Fiscal Year 2026-2027



Property taxes are expected to increase by about $401,846 for 2026-2027. This amount is based on a net taxable value of $34,870,581,719 and an adopted tax rate of $.357000. The County is anticipating a 99% collection rate for this budget year. This increase is mainly due to the new property added to the tax roll including several accounts with tax abatements that have expired. Industrial values continue to be a challenge in association with the uniform and equal provision of the Texas Constitution. The County is hopeful that legislation will be passed to help bridge the gap between market values and appraised values for these commercial and industrial properties. Overall, net taxable values have increased by about 43% from values from ten years ago as a result.

Sales taxes collections are budgeted at $38,775,000. The County collects ½-cent on all taxable sales within the County. The ½-cent sales tax was adopted in 1989. In addition, the County collects sales tax on alcoholic beverages. The County collects a 2% hotel occupancy tax from area hotels. This tax is used to fund the Ben J. Rogers Regional Visitors' Center, as well as, tourism grants. Voters adopted a 1-cent sales tax in November 2018 for a special assistance district.

Taxes typically make up about 86% of all revenues for the County. Please refer to page 23 for a ten-year historical account of Tax Revenues by Source.

Fees represent the third largest source of revenue for the County. Fees are anticipated to increase by 2.45%. Fees include all departmental fees. Fees depend on the provisions of state law, and are usually mandatory, but occasionally are optional with the approval of Commissioners' Court. Revenues from this source depend on collections by departments, the actions of courts, incidence of offenses, and various other external factors. The County uses historical trends of actual revenue collections to estimate for the current year with making adjustments for any changes in the fee schedules.

Road and Bridge Fees are generated from a $10 annual assessment at the time of license tag renewal. The Road and Bridge precincts utilize these funds for road construction and maintenance of roads as stipulated by the Texas statutes.

Auto registration fees represent the County's portion of the annual renewal fees for State auto registration. Based upon Chapter 152 of the State Tax Code this fee provides funding for construction, maintenance, bridge construction, purchases of right-of-way, and for relocation of utilities.

Other revenues are made up of licenses, sales, intergovernmental revenue, fines and forfeitures, interest, and other miscellaneous items. The County uses historical trends of actual revenue collections to estimate for the current year, while making adjustments for any changes in circumstances or rates such as interest rates.

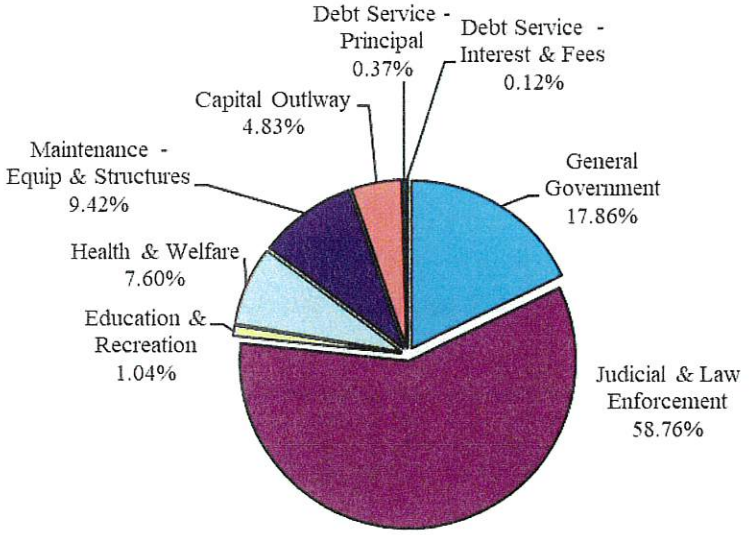
EXPENDITURES

Jefferson County's budgeted expenditures for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other uses):

Expenditures - All Funds Summary by Function

	Approved 2025-2026	Approved 2026-2027	Percentage Change
General Government	$34,304,906	$34,591,818	0.84%
Judicial & Law Enforcement	108,070,710	113,829,039	5.33%
Education & Recreation	1,884,008	1,913,709	1.58%
Health & Welfare	13,000,824	14,650,442	12.69%
Maintenance - Equipment & Structures	17,856,440	18,240,194	2.15%
Capital Outlay	10,995,336	9,349,477	-14.97%
Debt Service - Principal	5,570,000	700,000	-87.43%
Debt Service - Interest and Commission	477,700	221,750	-53.58%
Debt Service - Transaction Fees	41,950	5,000	-88.08%

Expenditures - All Funds Summary
Budgeted for Fiscal Year 2026-2027



General Fund expenditures make up 92.58% of total budgeted expenditures, while Debt Service makes up .45% and Special Revenue funds make up 6.97% percent. The overall change to the budget is an increase of $2,203,518 from the 2025-2026 approved budget year. This includes a $4,853,940 increase related to the General Fund. The increase from the 2025-2026 approved budget year to 2026-2027 related to the General Fund and will be discussed below. Debt Service has a significant decrease of $5,162,900 due to the payoff of the 2019 Refunding bonds, and Special Revenue funds also has an increase of $2,512,478 due to the anticipated startup of the County Jail Diversion Center.

GENERAL FUND

The General Fund is used to account for the general governmental operations of the County. Included in these activities are budgets for the general government, judicial and law enforcement, education and recreation, health and welfare, maintenance of buildings and structures, capital outlay, and special purpose funding. Expenditures for fiscal year 2026-2027 including "transfers out" and contingency appropriation are approved at $191,935,130. Revenues including "transfers in" are estimated at $175,187,206.

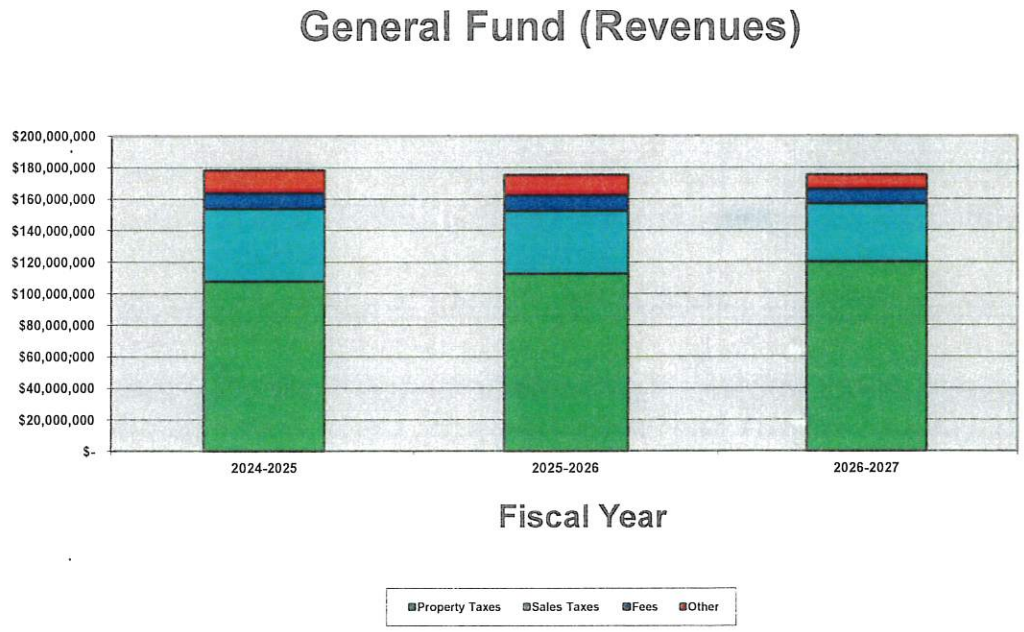
Property Taxes represent 69% of the revenues generated by the General Fund. In 2026-2027 the budgeted property taxes for the General Fund are expected to increase approximately $5.5 million dollars from the prior year's budget. This increase is mainly due to the new property added to the tax roll including several accounts with tax abatements that have expired. Budgeted property tax revenue for 2026-2027 is $120,222,556 for the General Fund.

Budgeted sales tax revenue for 2026-2027 is $36,950,000, which represents 21% of the revenues generated by the General Fund. Revenue from Sales taxes have seen an influx from industrial expansions. The County anticipates revenue from Sales taxes to remain relatively stable to current collections during the 2026-2027 budget year.

Fees collected by the County account for 5% of the General Fund revenues. Estimated revenues for fees are budgeted at $9,237,500. Fees are expected to remain relatively level during the 2026-2027 budget year.

Other revenue sources include intergovernmental revenue, contractual payments on the housing of inmates for area cities, and interest revenue. Other revenue sources accounts for 5% of the budgeted General Fund revenues. Estimated revenues from other revenue sources are budgeted at $8,777,150. Other revenue sources are expected to decrease about 17% from the prior year's budget. A large portion of the decrease is due to FCC mandated removal on inmate phone commissions and decrease in interest revenue during fiscal year 2027.

The following graph shows the relationship of the major revenue sources for fiscal year 2024-2025 through 2026-2027:



Expenditures budgeted for the 2026-2027 fiscal year total $191,935,130, including contingency appropriations, and "transfers out".

General Fund Expenditures by Category

	Percentage of Budget	Approved 2025-2026	Approved 2026-2027	Percentage Change
Personnel Services	61.54%	$ 115,527,121	$ 118,122,433	2.25%
Operating Expenditures	27.93%	50,823,048	53,611,479	5.49%
Capital Outlay	3.46%	8,564,722	6,640,956	-22.46%
Special Purpose Funding	7.07%	12,166,299	13,560,262	11.46%

Personnel services include salaries, wages, and fringe benefits of Jefferson County employees. The increase is due to a 2.5% salary increase for all employees, and a 5% increase for Health insurance premiums effective 1/1/27. The total number of positions will increase by three positions, and one position is scheduled to be eliminated on January 1, 2027. These increases will be partially offset by a small decrease in the employees' retirement rate as set by TCDRS and the reduction of three positions during FY 2025 - 2026.

Operating expenditure includes all materials and supplies, maintenance and utilities, and miscellaneous services. Departments were diligent in maintaining their budgets as closely to current levels as possible. A large part of the 5.49% increase is associated with

an increase in the cost associated with criminal justice, additional cost for food for inmates, and increases in cost for road materials.

Capital outlay, which includes all capital equipment purchases over $5,000 made by the County, decreased by $1,923,766. The County will be replacing or purchasing necessary vehicles and equipment, including equipment purchases in the Road & Bridge departments, multiple technology purchases, and other purchases as needed along with building improvements for the Jail. Other capital outlay needs will be purchased with other funding including grants, where available.

Special Purpose Funding is used to account for expenditures that are non-operational in nature or do not specifically belong to a department. It consists of contingency appropriations and "transfers out". This budget year the following transfers are budgeted: Airport - $1,241,107, Ford Park - $2,881,110, Capital Projects - $3,950,000 and County match for Grant funds - $1,379,732. Contingency appropriations are budgeted at $4,108,313.

In 2026-2027, the County will anticipate utilizing $16,747,924 of the General Fund reserves to balance the operating requirements of the County. The County's ending available fund balance will be 42.42% of budgeted expenditures, which complies with the County's fund balance policy. The amount that the County will utilize of the General Fund reserves will be used to fund capital outlay and special purpose funding.

General Fund Expenditures by Function

	Percentage of Budget	Approved 2025-2026	Approved 2026-2027	Percentage Change
General Government	19.88%	$ 33,660,923	$ 34,132,648	1.40%
Judicial & Law Enforcement	60.76%	101,486,702	104,353,048	2.82%
Education & Recreation	0.31%	524,472	537,320	2.45%
Health & Welfare	8.53 %	13,000,824	14,650,442	12.69%
Maintenance - Equipment & Structures	10.52%	17,677,248	18,060,454	2.17%

The General Government increase is mainly due to a 2.5% salary increase for employees, and an increase in health insurance costs, the County's allocation for the Appraisal district, and increases in contributions for some non-profit organizations. One position was removed from the Tax office during FY 2025-2026 resulting in a staffing level that is now reduced by one for this function. General Government is made up of the administrative functions of the County including the Tax Office, Auditor's Office, County Clerk, County Treasurer, Purchasing, MIS, and others.

Judicial and Law Enforcement increases are in large part due to 2.5% salary increase for employees and an increase in health insurance costs. In addition, one position is being

added to the 317th District Court, one position is being added to Sheriff's Office, one position is being added to Juvenile Detention, and two positions were removed from County Court at Law 3 during FY 2025-2026, for a net change of one additional position.

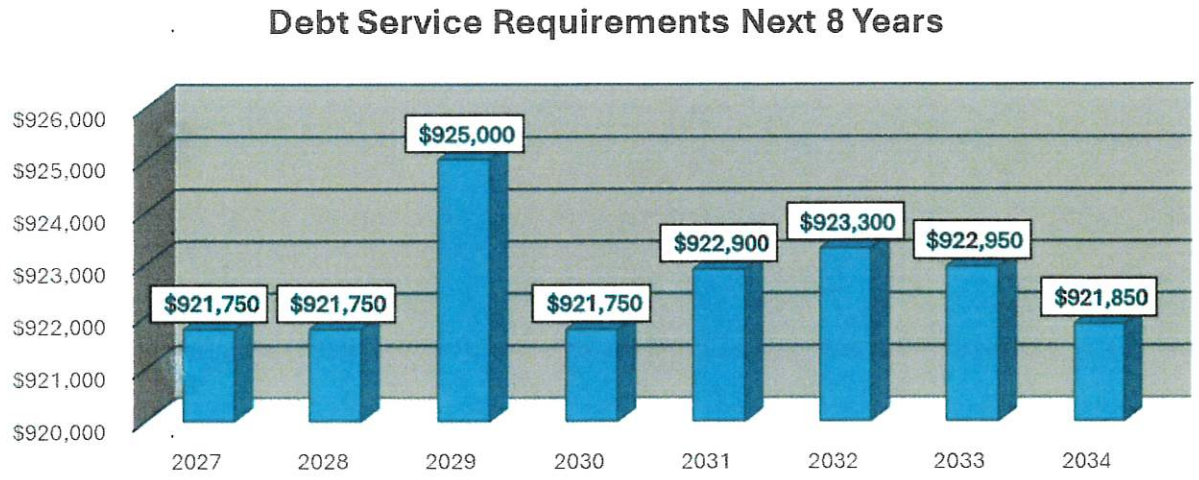
The Education and Recreation Division increase is due to a 2.5% salary increase to all employees and an increase in health insurance costs. The only department for this division is the Agriculture Extension Service, which offers the citizens of Jefferson County access to a wealth of knowledge and experience on agricultural topics.

Health & Welfare increase is due to a 2.5% salary increase for all employees and an increase in health insurance costs. The other significant increase is for a one time investment for local youth mental health needs. This division provides health care for the indigent citizens of the County, support of the Child Protective Services of the State of Texas, mosquito control practices throughout the County, emergency management, and environmental control functions for the County.

Maintenance – Equipment & Structures increase is due to a 2.5% salary increase for all employees and an increase in health care costs. This increase is being offset with the elimination of one position effective January 1, 2027 in Road & Bridge Precent 4. This division is responsible for the maintenance and operation of all County facilities and roadways.

DEBT SERVICE FUND

The Debt Service Fund is a legally restricted fund utilized to account for revenues recognized to liquidate the debt service requirements for the County's debt. This income is primarily earned through the allocation of property taxes to the fund.



On October 1, 2026, the County has debt issues outstanding of $6,435,000. Revenues are budgeted at $493,336 for 2026-2027, of which 95.3% comes from the allocation of property taxes. The remaining portion of funding to debt service is interest.

Expenditures of $926,750, are budgeted to meet the current debt service requirements. The County does not have any plans to issue additional debt for 2026-2027 fiscal year.

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for revenues allocated for restricted purposes as specified by statute. The County's funds are comprised of revenues generated from road fees, confiscated goods, security fees, contributions, and other sources. Revenues for 2026-2027 are budgeted at $10,414,401 and expenditures are budgeted at $14,459,811. The Marine Division is classified as a Special Revenue Fund since it is fully funded by the Sabine Neches Navigation District. The Marine Division provides law enforcement presence on the navigable waterways, terminals, and ship channels of the County. The Marine Division is attempting to secure a grant to replace a boat and other equipment which requires a 25% grant match. In addition, Courthouse security will continue to be a high priority. Finally, the Ben J. Rogers Regional Visitors' Center is fully functioning, and the Hotel Occupancy Tax Fund will continue to partially fund the operations and improvements to Doggett Ford Park.

CAPITAL PROJECTS

The County maintains an ongoing capital improvement program funded by bond proceeds, general fund transfers, and grants, with a focus on Transportation and Building & Grounds Asset Protection.

Expenditures of $15,664,477 are estimated for 2026–2027, supported by a planned $3,950,000 transfer and prior-year transfers. As new projects arise, the County may use available fund balance above the minimum policy to budget future transfers and minimize debt issuances. Current expenditures will affect the County on several levels including:

Transportation Infrastructure – The County estimates it will spend $6,932,786 in 2026–2027 to repair road damage on the Major Drive Extension between Highway 124 and Labelle Road, complete concrete road repairs to the Doggett Ford Park Field Access Road, perform concrete road repairs in Northwest Forest, and provide engineering studies for improvements to Erie Street. These proposed repairs and engineering studies are intended to accommodate heavy truck traffic along these roadways.

Building & Grounds Asset Protection – The County has allocated $8,731,691 in 2026-2027 to provide building improvements for the Courthouse complex, Mid-County Jail, and for engineering and consulting services to secure funding for a large-scale restoration of the bulkhead at the Umphrey Park complex, and drainage project at the Doggett Ford Park Ball Fields. These enhancements are expected to provide the citizens and employees with more efficient and safer operations at County facilities.

ACKNOWLEDGMENTS

Acknowledgments The dedicated service and hard work of the entire staff of the Auditor's Office achieved the preparation of the 2026-2027 Annual Operating Budget. Sincere appreciation to the elected and appointed officials for their cooperation in completing this budget in a timely manner is also warranted. Commissioners' Court is also commended for exercising fiscal responsibility in their deliberations in setting the expenditures for the proposed fiscal year.

BUDGET POLICY & PROCEDURES

The overall goal of the County's budget policy and procedures are to establish and maintain effective management of the County's financial resources. Formal policy statements and major objectives provide the foundation for achieving this goal. Accordingly, this section outlines the policies and procedures used in guiding the preparation and management of the County's overall budget and the major objectives to be accomplished.

The County follows the policies below in establishing the budget.

Guidelines

- The budget will be prepared in such a manner as to facilitate its understanding by citizens of the County, elected officials, and employees.

- Financial information systems will be maintained to monitor operations of the County on an ongoing basis. Also, the accounting and financial reporting systems will be maintained in compliance with current generally accepted accounting principles.

- The Auditors' Office will review all departmental budgets to identify possible increases or reductions, and will analyze all budget requests in detail.

Interim Financial Reporting

- Commissioners Court and all Departments will be provided with monthly budget reports comparing actual versus budgeted revenue and expense activity.

Balanced Budget

- The budget will be structurally balanced; total expenditures do not exceed total resources, or total estimated revenues plus reserves. The County will avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses, such as postponing expenditures or accruing future year's revenues.

Capital Improvement Policies

- The budget will provide for adequate maintenance of capital, infrastructure, equipment, and for their logical replacement. No "carryover" capital outlay will be budgeted unless specifically approved by Commissioners' Court during the current year's budget hearings.

- The County will establish an appropriate mix of general fund transfers, state grant funds, and general obligation debt in the funding of capital projects.

Debt Management Policies

- The County will confine long-term debt to capital improvements or projects that cannot be financed from current revenues.

- The County will not use long-term debt for current operations.

- The County will strive to have the final maturity of general obligation bonds at, or below thirty years, and within a period not to exceed the estimated useful life of the project.

Fund Balance Policies

- The County will strive to maintain an unreserved, available fund balance of approximately 15% of budgeted expenditures for the General Fund. Fund balance for Debt Service funds will be maintained according to debt covenants, usually $1/12^{th}$ of the next year's debt principle payment requirements. Fund balance for Special Revenue funds will be maintained to ensure a positive fund balance for the individual funds.

- It is the intent of the County to use excess available fund balances above the 15% to help fund capital replacement and capital projects in order to reduce the need for future debt.

Investment Policies

- These Investment Policies apply to the investment of short-term operating funds of the County in excess of those funds required to meet current expenditures. Topics included in the investment policy are quite detailed and include information of Strategy, Scope, Objectives and Priorities, Responsibility and Control, Reporting, Institutions, Instruments, Procedures, Collateral and Safekeeping, and Policy Review and Amendments. The

complete policy can be reviewed in the separate Investment Policy Manual maintained by the Treasurer's office.

Capital Asset Procedures

- Capital assets include buildings, roads, bridges, equipment, computers, furniture, and vehicles. Jefferson County's monetary criteria is $10,000 or more and with a useful life of more than one year. Once purchased, all capital assets are maintained in the physical inventory until disposed.

The County follows the procedures below in establishing the budget.

- Jefferson County's fiscal year begins on October 1st each year and ends on September 30th. The budget process for each upcoming fiscal year begins in May with the preparation of Budget Workpapers which are distributed to all County Departments. Each department is asked to project their financial requirements for the upcoming year. The Budget Workpapers are a guide for initial budget requests.

- Departmental annual budget requests are then submitted by the Department or Agency Head to the County Auditor in June. The County Auditor compiles the initial requests and in July, budget hearings are held for each department. Commissioners' Court, which includes the County Judge and the four County Commissioners oversee the Budget Hearings. These hearings give Department Heads the opportunity to discuss with Commissioners' Court any changes in their budget, and items that are a priority. The public is invited to attend all budget hearings, which are posted according to the Open Meetings Act.

- In conjunction with compiling departmental budget requests, the County Auditor prepares an estimate of available resources in each fund for the upcoming fiscal year. Expenditures budgeted in the various funds may not exceed the fund balances as of the first day of the fiscal year plus the anticipated revenue for the year as estimated by the County Auditor.

- In September, the County Auditor prepares the proposed annual operating budget to be presented to the Commissioners' Court for their consideration. The budget represents the financial plan for the new fiscal year. Public hearings are held on the proposed budget.

- The Commissioners' Court must adopt an annual operating budget by a majority vote of the Commissioners' Court before October 1. The adopted budget must be balanced; that is, available resources must be sufficient to

support annual appropriations. Accountability is then required for operations to remain within available resources.

⌘ The department is the legal level of budgetary control. Total expenditures cannot exceed the final appropriation once the budget has been adopted. Commissioners' Court can amend the total appropriations for an individual department. To comply with expenditure limitations, when one department's total appropriation is increased, another department's appropriation must be reduced by an equal amount. Commissioners' Court may also approve the transfer of appropriations within funds. All such amendments require Commissioners' Court approval.

⌘ The County uses funds to report its financial position and results of its operations. Funds for budget purposes are classified as Governmental and Fiduciary. Governmental Funds are used to account for the majority of the County's general activities, including the collection and disbursement of earmarked monies (Special Revenue Funds), the acquisition or construction of general fixed assets (Capital Projects Funds), and the servicing of general long-term debt (Debt Service Funds). The General Fund is used to account for all activities of the County not accounted for in any other fund. Proprietary Funds are used to account for activities similar to those found in the private sector (Enterprise Funds), where the determination of net income (loss) is necessary and/or useful to sound financial management.

⌘ Annual budgets are legally adopted for the General Fund and Debt Service Fund. Budgets for Special Revenue Funds are established pursuant to statute guidelines, and budgets for Capital Projects are established on a project basis. Enterprise funds have submitted an estimated net loss. The amount of the annual subsidy needed for the Enterprise funds are budgeted in the General Fund as a transfer.

⌘ All transactions affecting the acquisition and disposition of anything of value by the County are recorded in detail in the accounting system adopted by the Jefferson County Auditor.

⌘ The budgets of general government type funds (i.e. General Fund and Special Revenue Funds) are prepared on the modified accrual basis. Briefly, this means that obligations of the County are budgeted as expenditures, but revenues are recognized only when they are measurable and available.

⌘ Encumbrance accounting is used for all funds. Encumbrance accounting means that an estimated cost is recorded on the books at the time of an order of goods and services so that all obligations are booked. When the actual

cost is known, it is booked, and the encumbrance is reversed.[306] All encumbrances lapse at year-end for all budgeted funds.

⌘ The Annual Comprehensive Financial Report shows the status of the County's finances on the basis of "generally accepted accounting principles" (GAAP). The Annual Report and the budget are prepared on a basis consistent with GAAP using the modified accrual basis.

⌘ The budget document does not include Enterprise Funds, Internal Service Funds, and Special Revenue Funds that are grants. Grants are restricted for specific purposes. Since these grants are presented to Commissioners' Court throughout the year and some run on different fiscal years, the grant budgets and accountings are maintained separately from this document.

JEFFERSON COUNTY, TEXAS

CALENDAR FOR BUDGET PREPARATION

Dates are approximate

APRIL 30 – Budget preparation packets sent to all County departments by County Auditor.

MAY 29 – Budget preparation packets are due back to the County Auditor's office.

JUNE 1 – JULY 12 – Compile initial budget requests and estimate of available resources.

JULY 13 – 17 – Budget Hearings.

JULY 27 – Publish notice of public hearing on annual compensation of County Auditor, Assistant Auditors, and Court Reporters. (Section 152.905 LGC)

AUGUST 4 – Budget Workshop to discuss pending items for budget.

AUGUST 11 – Commissioner Court Meeting to discuss tax rate and schedule public hearing and call for election if needed, including record of vote.

AUGUST 13 – Public hearings on Auditors and Court Reporters budget with District Judges. (Section 152.905 LGC)

AUGUST 27 – Notify Elected officials of salaries and allowances. (Section 152.013 LGC)

AUGUST 28 – Notice of proposed increases in elected officials' salaries and allowances published in local newspaper. (Section 152.013 LGC)

AUGUST 28 – Publish notice for budget public hearing. (Section 111.0385 LGC)

AUGUST 28 – File budget with County Clerk. (Section 111.037 LGC)

AUGUST 28 – Notice of Meeting to Vote on Tax Rate.

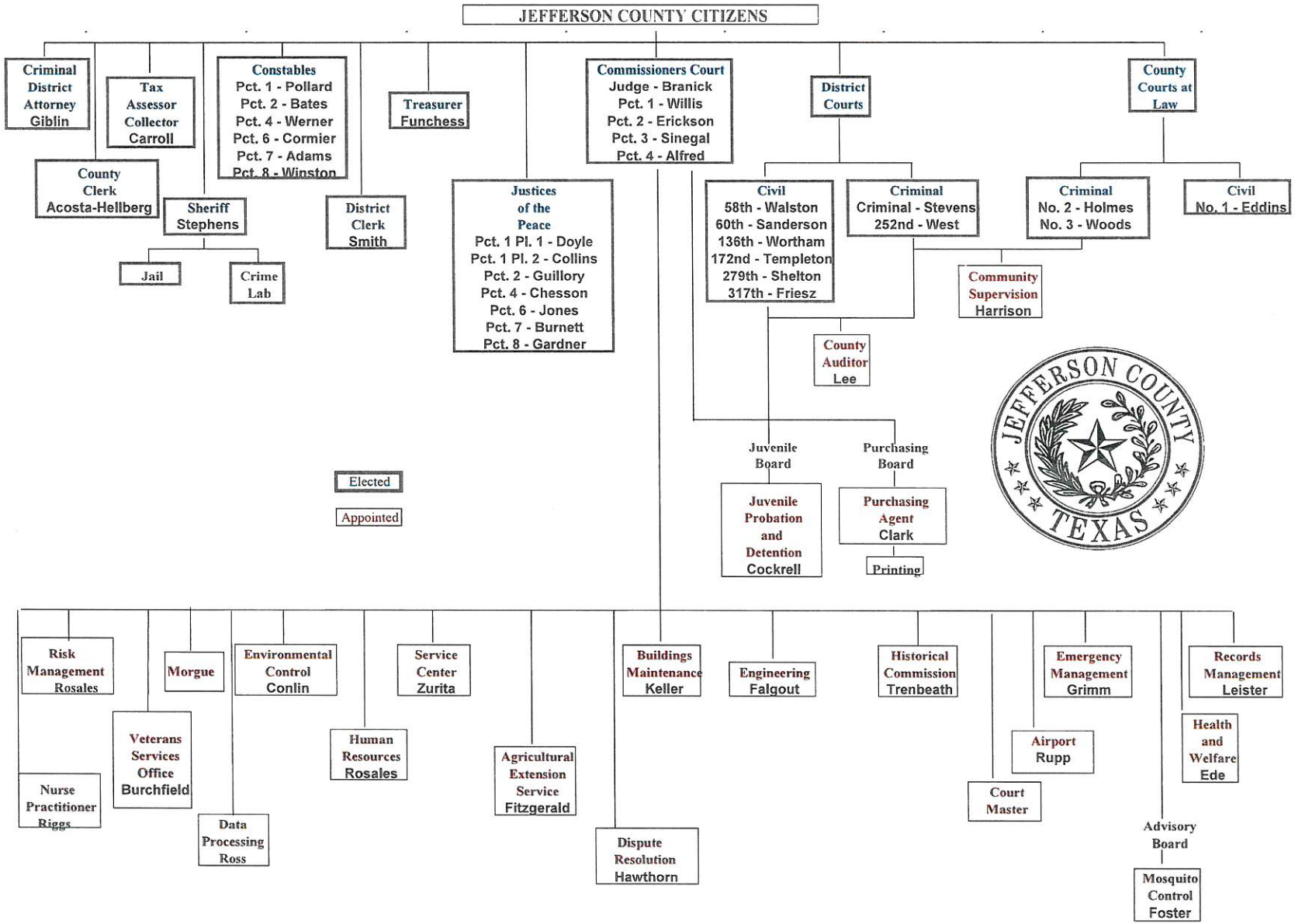
SEPTEMBER 8 – Adopt tax rate.

SEPTEMBER 8 – Public hearing and adopt budget. (Section 111.039 LGC)

SEPTEMBER 15 – Receive & file budget.

ORGANIZATION CHART OF JEFFERSON COUNTY

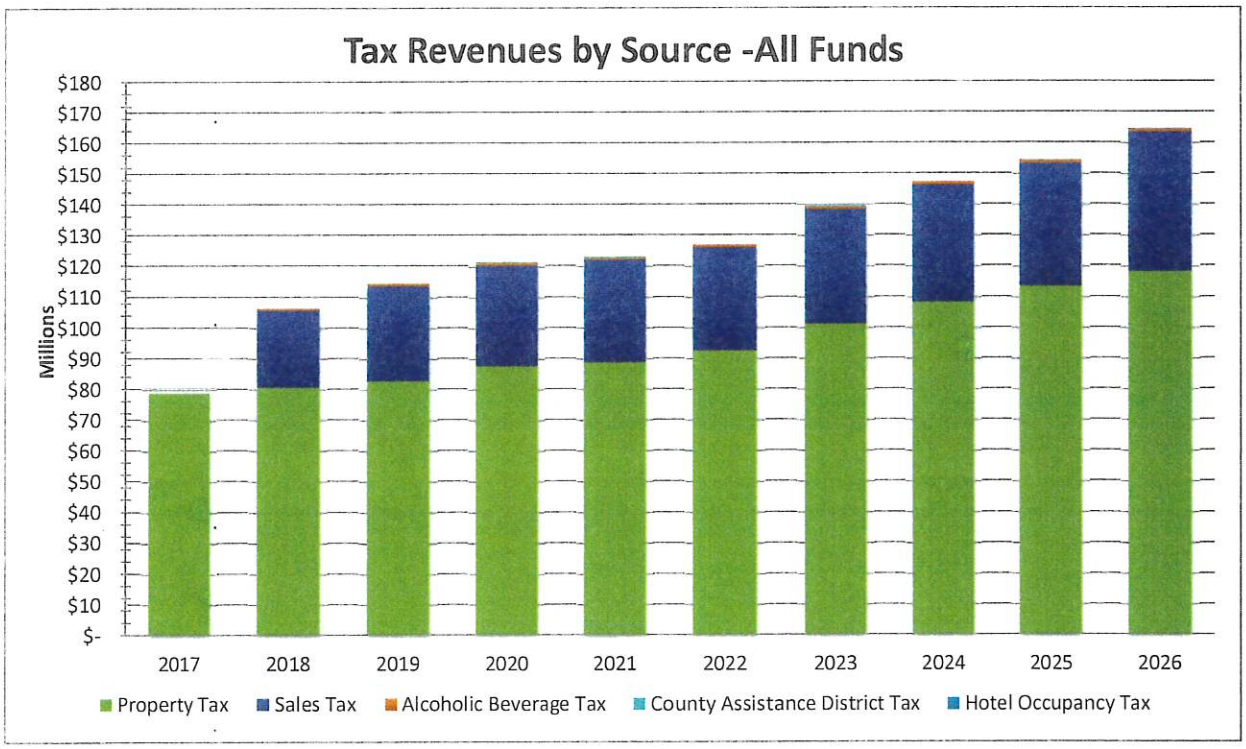
As of September 30, 2026



TAX REVENUES BY SOURCE - ALL FUNDS
LAST TEN FISCAL YEARS

Fiscal Year	Property Tax	Sales Tax	Alcoholic Beverage Tax	Hotel Occupancy Tax	County Assistance District Tax	Total
2017	$ 78,856,965	$ 24,984,470	$ 689,240	$ 1,187,625	-	$ 105,718,300
2018	80,704,782	30,911,766	743,739	1,696,852	-	114,057,139
2019	82,794,242	32,759,242	753,954	1,422,345	48,980	117,778,763
2020	87,564,321	33,497,873	590,925	1,537,054	95,332	123,285,505
2021	88,722,128	33,621,425	755,519	1,507,187	76,404	124,682,663
2022	92,517,279	37,288,969	912,052	1,452,286	80,676	132,251,262
2023	101,094,814	38,156,787	904,098	1,529,168	114,093	141,798,960
2024	108,173,920	39,732,953	917,970	1,655,386	119,112	150,599,341
2025	113,559,750	45,204,339	957,420	1,803,050	125,905	161,650,464
2026	118,254,385	39,000,000	979,620	1,880,376	148,536	160,262,917

* Estimate for current year



RATIO OF ANNUAL DEBT SERVICE EXPENDITURES FOR GENERAL BONDED DEBT TO TOTAL GENERAL EXPENDITURES

LAST TEN FISCAL YEARS

Fiscal Year	Debt Service			General Expenditures	Ratio of Debt Service To General Expenditures
	Principal	Interest	Total Debt Service		
2016	$ 4,590,000	$ 1,534,121	$ 6,124,121	$ 142,043,535	4.31%
2017	4,690,000	1,410,930	6,100,930	143,919,630	4.24%
2018	3,640,000	1,264,258	4,904,258	148,191,679	3.31%
2019	3,450,000	1,236,395	4,686,395	157,519,701	2.98%
2020	4,120,000	1,590,578	5,710,578	167,091,311	3.42%
2021	4,270,000	1,404,350	5,674,350	155,567,512	3.65%
2022	4,515,000	1,190,850	5,705,850	170,813,452	3.34%
2023	4,745,000	965,100	5,710,100	220,472,781	2.59%
2024	4,930,000	727,850	5,657,850	234,024,968	2.42%
2025	5,100,000	567,850	5,667,850	262,048,732	2.16%

ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN TAX YEARS

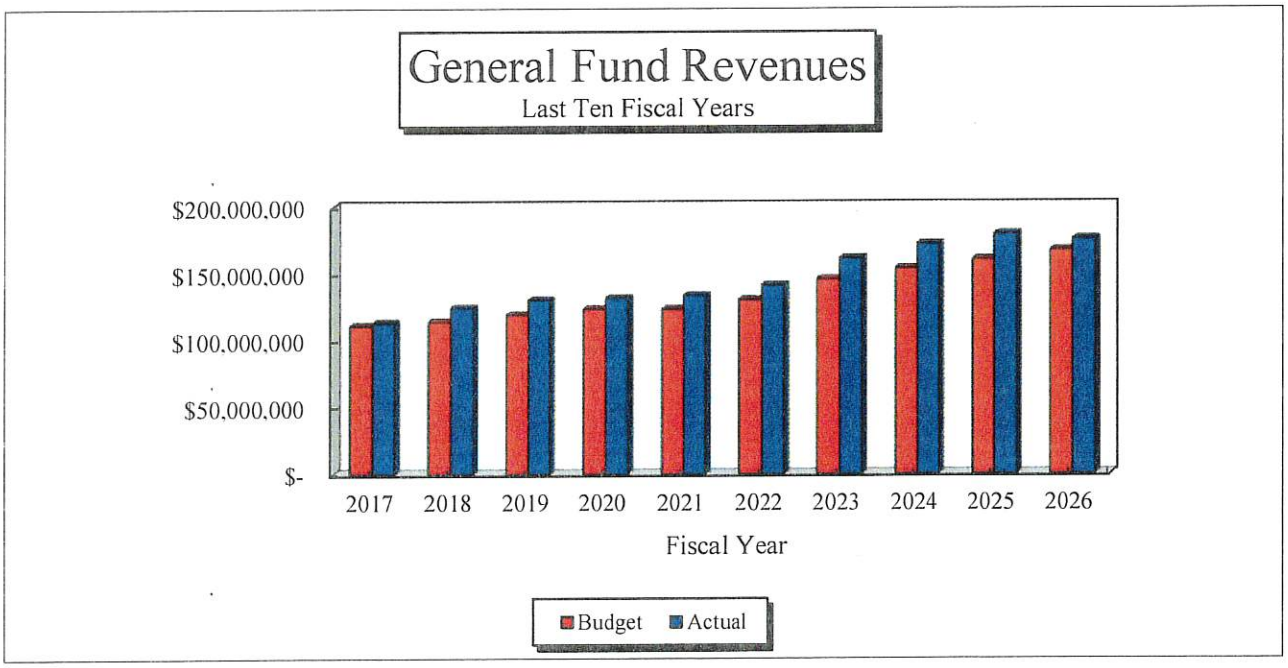
Tax Year	Assessed Value					Assessment Ratio	Estimated Actual Value
	Real Property	Less (a) Exemptions	Real Property (Net)	Personal Property	Total (b)		
2016	24,934,838,353	6,033,364,824	18,901,473,529	5,443,263,208	24,344,736,737	100%	30,378,101,561
2017	26,292,511,780	7,709,373,774	18,583,138,006	5,804,730,594	24,387,868,600	100%	32,097,242,374
2018	25,859,294,809	7,921,774,579	17,937,520,230	6,380,436,697	24,317,956,927	100%	32,239,731,506
2019	27,633,568,872	8,807,616,190	18,825,952,682	6,723,174,842	25,549,127,524	100%	34,356,743,714
2020	27,578,075,911	9,328,538,631	18,249,537,280	6,547,102,115	24,796,639,395	100%	34,125,178,026
2021	29,090,791,892	8,934,010,700	20,156,781,192	5,766,438,643	25,923,219,835	100%	34,857,230,535
2022	31,367,686,933	9,802,337,309	21,565,349,624	7,048,598,061	28,613,947,685	100%	38,416,284,994
2023	35,089,610,799	11,833,705,963	23,255,904,836	8,159,996,705	31,415,901,541	100%	43,249,607,504
2024	37,721,841,172	13,323,773,385	24,398,067,787	8,462,021,614	32,860,089,401	100%	46,183,862,786
2025	39,353,767,815	12,883,984,792	26,469,783,023	8,196,987,119	34,666,770,142	100%	47,550,754,934

(a) Exemptions are evenly divided between regular homesteads, homestead property of person 65 years or older, veteran, abatements, charitable organizations, agriculture, and pollution control.

(b) Net of exemptions.

GENERAL FUND REVENUES & TRANSFERS
LAST TEN FISCAL YEARS

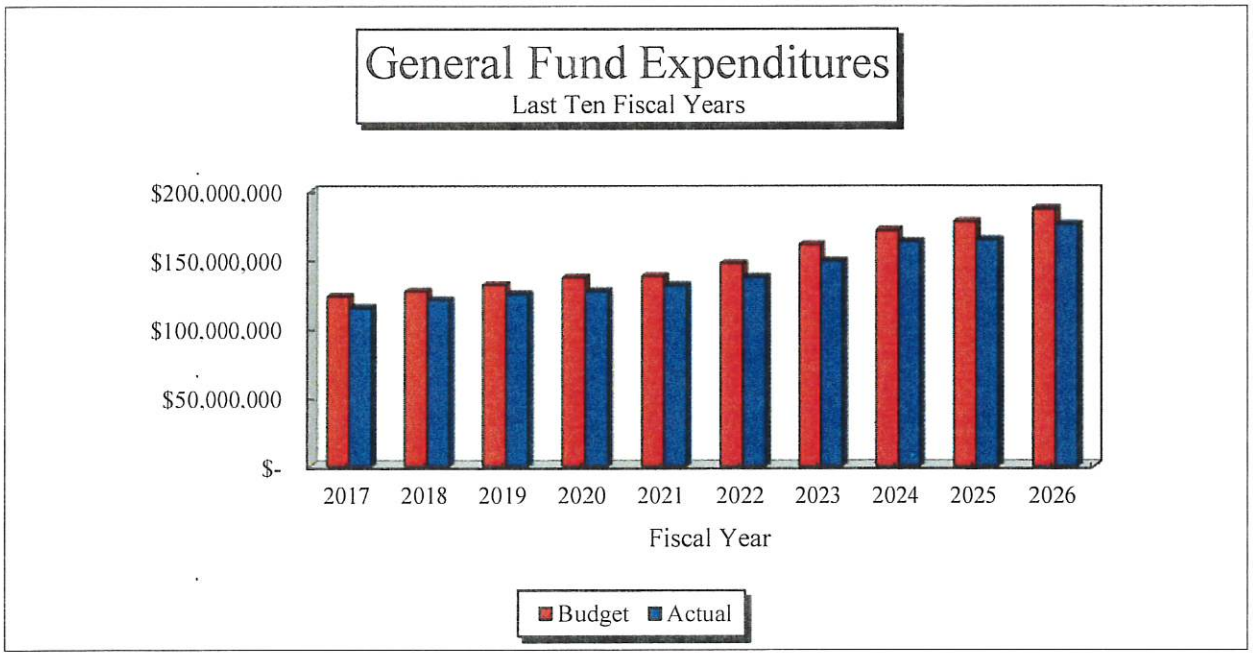
Fiscal Year	Adjusted Budget	Actual
2017	$ 110,906,958	$ 113,123,519
2018	114,110,807	124,545,505
2019	119,007,589	129,940,900
2020	123,540,366	131,514,349
2021	123,274,642	133,381,810
2022	130,251,466	141,136,652
2023	145,549,046	161,119,046
2024	153,507,018	171,906,896
2025	160,358,285	179,107,856
2026	167,083,486	175,286,912 *



* Estimate for current year.

GENERAL FUND EXPENDITURES & TRANSFERS
LAST TEN FISCAL YEARS

Fiscal Year	Adjusted Budget	Actual
2017	$ 123,384,980	$ 115,155,856
2018	127,033,326	120,727,104
2019	131,666,480	125,025,840
2020	137,034,870	126,955,786
2021	138,212,956	131,188,268
2022	147,060,513	137,642,517
2023	160,690,703	148,951,933
2024	171,364,700	162,961,741
2025	177,921,018	164,424,304
2026	187,081,190	175,925,033 *



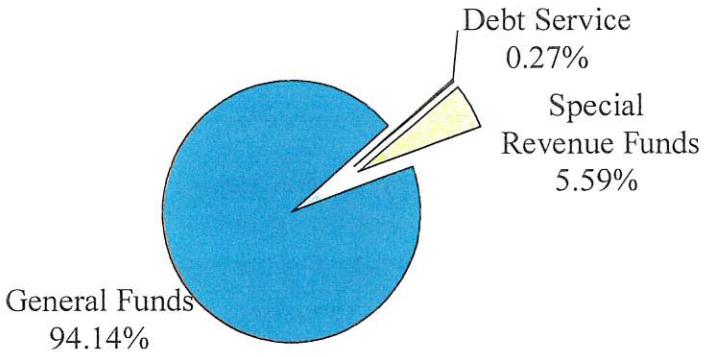
* Estimate for current year.

JEFFERSON COUNTY, TEXAS
ALL FUNDS SUMMARY

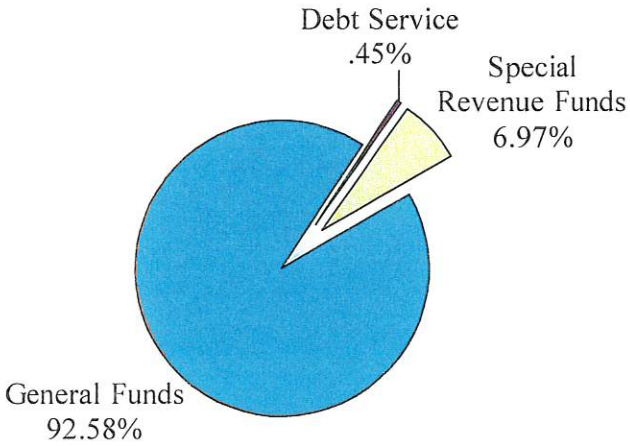
	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
REVENUES			
Property Taxes	$ 113,559,750	$ 118,254,385	$ 120,692,892
Sales Taxes	48,090,714	42,008,532	38,775,000
Fees	11,949,057	12,157,701	11,151,710
Licenses	436,910	788,223	382,250
Sales, Rentals & Services	4,150,453	3,492,564	2,423,200
Intergovernmental	6,489,772	6,805,898	7,265,651
Fines & Forfeitures	2,107,037	1,939,216	1,790,000
Interest	7,136,201	5,568,595	2,929,281
Miscellaneous	37,714	42,716	35,000
Contributions	940	750	150
Total Revenues	$ 193,958,548	$ 191,058,580	$ 185,445,134
OTHER SOURCES			
Issuance of SBITA	$ 856,367	$ -	$ -
Transfers In	672,882	665,286	649,809
Total Other Sources	$ 1,529,249	$ 665,286	$ 649,809
Total Revenues & Other Sources	$ 195,487,797	$ 191,723,866	$ 186,094,943
EXPENDITURES			
General Government	$ 31,981,817	$ 31,722,443	$ 34,591,818
Judicial & Law Enforcement	98,013,588	101,885,075	113,829,039
Education & Recreation	1,573,208	1,733,161	1,913,709
Health & Welfare	10,981,070	11,747,039	14,650,442
Maintenance - Equipment & Structures	14,893,826	16,551,086	18,240,194
Capital Outlay	8,668,738	14,083,333	9,349,477
Debt Service -			
Principal	5,100,000	5,570,000	700,000
Interest and Commission	567,850	405,609	221,750
Transaction Fees	2,630	21,000	5,000
Total Expenditures	$ 171,782,727	$ 183,718,746	$ 193,501,429
OTHER USES			
Transfers Out	$ 6,831,360	$ 7,266,299	$ 9,711,949
Contingency Appropriation	-	-	4,108,313
Total Other Uses	$ 6,831,360	$ 7,266,299	$ 13,820,262
Total Appropriations	$ 178,614,087	$ 190,985,045	$ 207,321,691
BEGINNING FUND BALANCE	$ 104,508,169	$ 121,381,879	$ 122,120,700
ENDING FUND BALANCE	$ 121,381,879	$ 122,120,700	$ 100,893,952
RESERVED FUND BALANCE	2,302,120	2,073,638	1,640,224
ENDING AVAILABLE FUND BALANCE	$ 119,079,759	$ 120,047,062	$ 99,253,728

JEFFERSON COUNTY, TEXAS
ALL FUNDS SUMMARY

FY 2027 - Revenues and Other Sources



FY 2027 - Expenditures and Other Uses




JEFFERSON COUNTY
TEXAS

GENERAL FUND

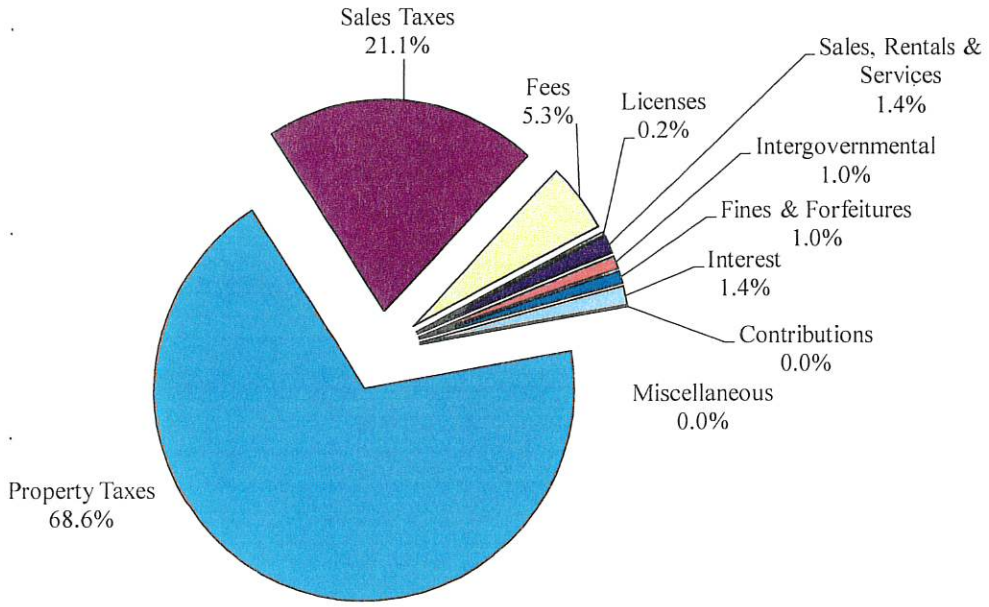
GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
REVENUES			
Property Taxes	$ 107,751,279	$ 112,579,546	$ 120,222,556
Sales Taxes	46,161,759	39,979,620	36,950,000
Fees	9,863,137	9,978,032	9,237,500
Licenses	436,910	788,223	382,250
Sales, Rentals & Services	4,053,234	3,462,564	2,413,200
Intergovernmental	2,038,920	2,037,329	1,771,550
Fines & Forfeitures	1,832,539	1,803,132	1,665,000
Interest	6,075,057	4,620,000	2,510,000
Miscellaneous	37,714	37,716	35,000
Contributions	940	750	150
Total Revenues	$ 178,251,489	$ 175,286,912	$ 175,187,206
OTHER SOURCES			
Issuance of SBITA	$ 856,367	$ -	$ -
Total Other Sources	$ 856,367	$ -	$ -
Total Revenues & Other Sources	$ 179,107,856	$ 175,286,912	$ 175,187,206
EXPENDITURES			
General Government	$ 30,507,030	$ 31,303,342	$ 34,132,648
Judicial & Law Enforcement	92,911,891	96,451,921	104,353,048
Education & Recreation	460,679	478,404	537,320
Health & Welfare	10,981,070	11,747,039	14,650,442
Maintenance - Equipment & Structures	14,869,303	16,512,509	18,060,454
Capital Outlay	7,862,971	12,165,519	6,640,956
Total Expenditures	$ 157,592,944	$ 168,658,734	$ 178,374,868
OTHER USES			
Transfers Out	$ 6,831,360	$ 7,266,299	$ 9,451,949
Contingency Appropriation	-	-	4,108,313
Total Other Uses	$ 6,831,360	$ 7,266,299	$ 13,560,262
Total Appropriations	$ 164,424,304	$ 175,925,033	$ 191,935,130
BEGINNING FUND BALANCE	$ 85,569,659	$ 100,253,211	$ 99,615,090
ENDING FUND BALANCE	$ 100,253,211	$ 99,615,090	$ 82,867,166
RESERVED FUND BALANCE	1,453,052	1,453,052	1,453,052
ENDING AVAILABLE FUND BALANCE	$ 98,800,159	$ 98,162,038	$ 81,414,114

GENERAL FUND
SUMMARY OF REVENUES

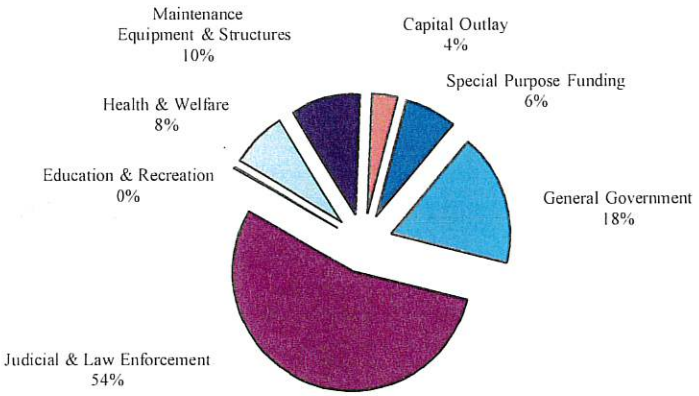
REVENUES	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Property Taxes	$ 107,751,279	$ 112,579,546	$ 120,222,556
Sales Taxes	46,161,759	39,979,620	36,950,000
Fees	9,863,137	9,978,032	9,237,500
Licenses	436,910	788,223	382,250
Sales, Rentals & Services	4,053,234	3,462,564	2,413,200
Intergovernmental	2,038,920	2,037,329	1,771,550
Fines & Forfeitures	1,832,539	1,803,132	1,665,000
Interest	6,075,057	4,620,000	2,510,000
Miscellaneous	37,714	37,716	35,000
Contributions	940	750	150
Total	$ 178,251,489	$ 175,286,912	$ 175,187,206

Approved 2026-2027

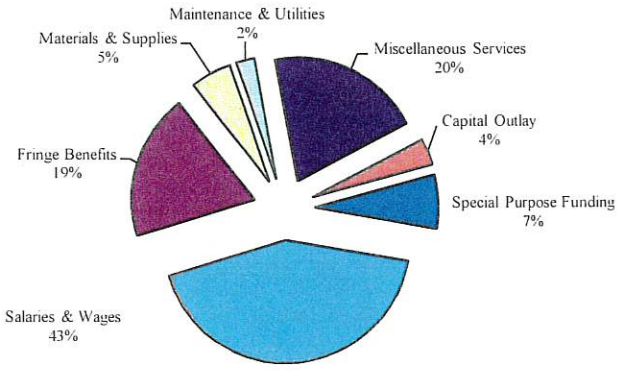


GENERAL FUND
SUMMARY OF EXPENDITURES

Department	APPROVED 2026-2027 BUDGET	% OF TOTAL
General Government	$ 34,132,648	17.78%
Judicial & Law Enforcement	104,353,048	54.37%
Education & Recreation	537,320	0.28%
Health & Welfare	14,650,442	7.63%
Maintenance - Equipment Structures	18,060,454	9.41%
Capital Outlay	6,640,956	3.46%
Special Purpose Funding	13,560,262	7.07%
Total	$ 191,935,130	100.00%



Category	APPROVED 2026-2027 BUDGET	% OF TOTAL
Salaries & Wages	$ 81,406,308	42.51%
Fringe Benefits	36,716,125	19.13%
Materials & Supplies	10,196,954	5.31%
Maintenance & Utilities	4,668,470	2.33%
Miscellaneous Services	38,746,055	20.19%
Capital Outlay	6,640,956	3.46%
Special Purpose Funding	13,560,262	7.07%
Total	$ 191,935,130	100.00%



GENERAL FUND
SUMMARY OF EXPENDITURES BY DIVISION

Department / Division	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
General Government			
Tax Assessor-Collector	$ 4,307,407	$ 4,484,777	$ 5,168,347
Human Resources	509,451	487,554	597,971
County Auditor	1,824,937	1,859,208	2,048,483
County Clerk	2,424,419	2,584,737	2,858,508
County Judge	1,016,396	1,003,467	1,296,237
Risk Management	218,284	227,622	380,249
County Treasurer	389,450	394,404	416,932
Printing	134,449	148,180	176,081
Purchasing Agent	657,354	696,067	760,670
General Services	15,304,671	14,983,720	15,853,633
Management Information Systems	2,382,645	2,559,168	2,753,005
Voters Registration Department	132,561	232,038	209,589
Elections Department	860,333	1,247,294	1,188,569
Veterans Services	344,673	395,106	424,374
Total General Government	$ 30,507,030	$ 31,303,342	$ 34,132,648
Judicial & Law Enforcement			
District Attorney	$ 8,213,200	$ 8,326,702	$ 9,173,528
District Clerk	2,509,118	2,643,413	2,694,228
District Courts	6,228,757	6,544,040	6,793,965
Jury	589,154	618,367	565,579
Justice of the Peace	3,151,198	3,256,178	3,516,844
County Courts at Law	2,151,427	2,392,553	2,496,201
Court Master	588,611	620,088	676,395
Dispute Resolution Center	325,191	330,526	362,745
Community Supervision	17,156	21,545	19,850
Sheriff	16,759,979	17,590,876	18,976,375
Crime Laboratory	1,684,848	2,048,560	2,494,820
Jail	41,691,593	42,150,536	45,604,421
Juvenile Probation	1,563,866	1,798,558	2,048,064
Juvenile Detention Home	2,335,510	2,507,891	2,987,794
Constables	3,834,067	4,052,088	4,292,239
County Morgue	1,268,216	1,550,000	1,650,000
Total Judicial & Law Enforcement	$ 92,911,891	$ 96,451,921	$ 104,353,048
Education & Recreation			
Agricultural Extension Service	$ 460,679	$ 478,404	$ 537,320
Total Education & Recreation	$ 460,679	$ 478,404	$ 537,320

GENERAL FUND
SUMMARY OF EXPENDITURES BY DIVISION

Department / Division	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Health & Welfare			
Health & Welfare Unit 1	$ 1,416,129	$ 1,483,670	$ 1,605,052
Health & Welfare Unit 2	1,274,291	1,336,796	1,493,279
Nurse Practitioner	418,362	432,405	455,505
Child Welfare	94,999	95,000	95,000
Environmental Control	452,443	474,243	546,775
Mobile Unit	-	285,431	335,753
Indigent Medical Service	4,853,662	4,756,827	4,956,534
Mosquito Control	1,947,474	2,318,362	3,063,568
Emergency Management	273,710	284,305	318,976
Tobacco Settlement	250,000	280,000	1,780,000
Total Health & Welfare	$ 10,981,070	$ 11,747,039	$ 14,650,442
Maintenance - Equipment & Structures			
Courthouse & Annexes	$ 2,558,335	$ 2,878,205	$ 3,272,070
Port Arthur Buildings	885,298	923,146	1,022,415
Mid-County Buildings	202,867	257,442	284,493
Road & Bridge Pct. #1	1,945,193	2,242,127	2,565,843
Road & Bridge Pct. #2	2,054,879	2,196,368	2,401,396
Road & Bridge Pct. #3	2,189,359	2,486,335	2,760,607
Road & Bridge Pct. #4	2,165,490	2,368,934	2,391,656
Engineering	943,193	1,082,434	1,277,309
Parks & Recreation	179,399	229,924	277,680
GIS	245,631	254,131	268,831
Service Center	1,499,659	1,593,463	1,538,154
Total Maintenance - Equipment & Structures	$ 14,869,303	$ 16,512,509	$ 18,060,454
Capital Outlay	$ 7,862,971	$ 12,165,519	$ 6,640,956
Special Purpose Funding			
Contingency Appropriation	$ -	$ -	$ 4,108,313
Transfers Out	6,831,360	7,266,299	9,451,949
Total Special Purpose Funding	$ 6,831,360	$ 7,266,299	$ 13,560,262
Total General Fund Expenditures	$ 164,424,304	$ 175,925,033	$ 191,935,130

GENERAL GOVERNMENT

General Government includes the Tax Assessor-Collector, Human Resources, County Auditor, County Clerk, County Judge, Risk Management, County Treasurer, Printing, Purchasing Agent, General Services, Management Information Systems, Voters Registration Department, Elections Department, and Veterans Services.

Tax Assessor Collector – main duties are to assess and collect property taxes; to issue certificates of title and license plates for motor vehicles and trailers. Elected for a four-year term by the voters of the County.

Human Resources – main duties are to provide staff support services for personnel administration. The personnel administration function includes obtaining qualified applicants to fill various job vacancies, maintaining equitable and competitive compensation practices, providing consultation to all departments on personnel related issues, reviewing and/or resolving employee concerns, grievance and appeals, ensuring compliance with federal and state laws, and developing/interpreting policy.

County Auditor – main duties are to act as the chief financial officer of the County; responsible for substantially all County finance and accounting control functions. Such functions include auditing, accounting systems design, financial planning, financial relations, and payroll.

County Clerk – main duties are to serve as clerk for both Commissioners' Court and County Courts; responsible for filing, indexing, and recording all legal instruments affecting real property titles; recording security instruments, births and deaths, and issuing marriage licenses. Elected for a four-year term by the voters of the County.

County Judge – main duties are: presiding officer of the Commissioners' Court; judge of the Probate Court; handles hearings on admittance to state hospital for the mentally ill and mentally challenged; and is head of civil defense and disaster relief. Elected for a four-year term by the voters of the County.

Risk Management – provides staff support services for benefits and risk administration. The benefits function includes administering the health and dental plan for the County, workers' compensation program, safety program, and retirement program.

County Treasurer – duties include receiving all money collected by the County, investing County revenue, paying and applying County funds as directed by the Commissioners' Court, and signing all County checks. Elected for a four-year term by the voters of the County.

Printing – supports production of all County stationery, court dockets, and the Annual Comprehensive Financial Report and Budget.

Purchasing Agent – responsible for the procurement of goods, materials, and services for all departments and offices of the County. The department recommends award of bids to Commissioners' Court and administers bids and various contracts. The Purchasing Agent is also in charge of reviewing all requisitions, making proper buying decisions and processing purchase orders for same.

General Services – provides accounting control for expenditures of the County that are not allocated to specific departments.

Management Information Systems (M.I.S.) – provides Countywide computer systems support, including procedure analysis, feasibility review for data and word processing systems, user–department interface assistance, and ongoing development of County data systems.

Voters Registration Department – provides accounting for expenditures associated with the Tax Assessor Collector's responsibility to issue voter registration applications and certificates; and to compile election poll lists.

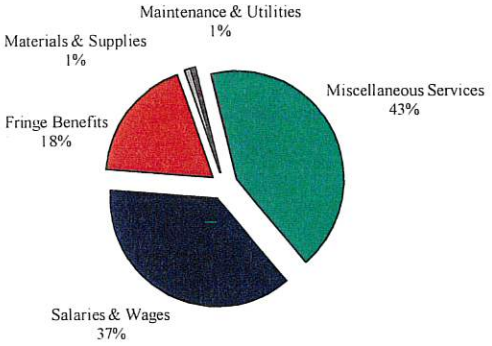
Elections Department – provides accounting for expenditures associated with the County Clerk's duties to provide general supervisory authority over all elections held within the County.

Veterans Services Office – develops and submits claims for benefits to the Department of Veterans Affairs for disability compensation, pension, death pension, medical benefits, burial benefits, insurance, education, home loans, records requests, and various benefits through other government agencies.

GENERAL GOVERNMENT
DEPARTMENT SUMMARY

DEPARTMENTS	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Tax Assessor-Collector	$ 4,307,407	$ 4,484,777	$ 5,168,347
Human Resources	509,451	487,554	597,971
County Auditor	1,824,937	1,859,208	2,048,483
County Clerk	2,424,419	2,584,737	2,858,508
County Judge	1,016,396	1,003,467	1,296,237
Risk Management	218,284	227,622	380,249
County Treasurer	389,450	394,404	416,932
Printing	134,449	148,180	176,081
Purchasing Agent	657,354	696,067	760,670
General Services	15,304,671	14,983,720	15,853,633
Management Information Systems	2,382,645	2,559,168	2,753,005
Voters Registration Department	132,561	232,038	209,589
Elections Department	860,333	1,247,294	1,188,569
Veterans Services	344,673	395,106	424,374
Total	$ 30,507,030	$ 31,303,342	$ 34,132,648

APPROPRIATIONS CATEGORY	APPROVED 2026-2027
Salaries & Wages	$ 12,725,289
Fringe Benefits	6,304,268
Materials & Supplies	305,202
Maintenance & Utilities	244,525
Miscellaneous Services	14,553,364
Total	$ 34,132,648



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Tax Assessor-Collector	1	52	-	-	-	-	-	53
Human Resources	-	4	-	-	-	-	-	4
County Auditor	-	16	-	-	-	-	-	16
County Clerk	1	29	-	-	-	-	-	30
County Judge	1	5	-	-	-	-	2	8
Risk Management	-	3	-	-	-	-	-	3
County Treasurer	1	2	-	-	-	-	-	3
Printing	-	-	-	1	-	-	-	1
Purchasing Agent	-	6	-	-	-	-	-	6
General Services	4	-	-	-	-	-	-	4
Management Information Systems	-	20	-	-	-	-	-	20
Voters Registration Department	-	1	-	-	-	-	-	1
Elections Department	-	5	-	-	-	-	-	5
Veterans Services	-	2	-	-	-	2	-	4
Total	8	145	-	1	-	2	2	158

GENERAL GOVERNMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Tax Assessor-Collector			
Salaries & Wages	$ 2,735,730	$ 2,859,894	$ 3,246,766
Fringe Benefits	1,357,714	1,364,605	1,586,694
Materials & Supplies	49,715	50,777	59,447
Maintenance & Utilities	76,196	94,073	143,670
Miscellaneous Services	88,052	115,428	131,770
Total	$ 4,307,407	$ 4,484,777	$ 5,168,347
Human Resources			
Salaries & Wages	$ 322,572	$ 303,804	$ 389,337
Fringe Benefits	146,663	135,072	163,072
Materials & Supplies	3,661	3,785	4,567
Maintenance & Utilities	289	333	500
Miscellaneous Services	36,266	44,560	40,495
Total	$ 509,451	$ 487,554	$ 597,971
County Auditor			
Salaries & Wages	$ 1,266,068	1,275,912	$ 1,410,596
Fringe Benefits	536,837	556,644	605,487
Materials & Supplies	8,702	10,831	13,000
Maintenance & Utilities	3,075	3,265	3,500
Miscellaneous Services	10,255	12,556	15,900
Total	$ 1,824,937	$ 1,859,208	$ 2,048,483
County Clerk			
Salaries & Wages	$ 1,582,897	$ 1,710,741	$ 1,876,816
Fringe Benefits	775,582	818,214	916,427
Materials & Supplies	23,392	14,897	19,540
Maintenance & Utilities	14,952	15,992	18,800
Miscellaneous Services	27,596	24,893	26,925
Total	$ 2,424,419	$ 2,584,737	$ 2,858,508
County Judge			
Salaries & Wages	$ 599,894	$ 605,650	$ 793,830
Fringe Benefits	327,619	308,599	394,556
Materials & Supplies	2,621	3,986	5,171
Maintenance & Utilities	731	741	1,200
Miscellaneous Services	85,531	84,491	101,480
Total	$ 1,016,396	$ 1,003,467	$ 1,296,237
Risk Management			
Salaries & Wages	$ 143,880	$ 150,751	$ 253,019
Fringe Benefits	65,972	68,361	114,290
Materials & Supplies	2,371	2,057	2,400
Maintenance & Utilities	1,247	2,343	2,500
Miscellaneous Services	4,814	4,110	8,040
Total	$ 218,284	$ 227,622	$ 380,249

GENERAL GOVERNMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
County Treasurer			
Salaries & Wages	$ 246,041	$ 251,532	$ 266,267
Fringe Benefits	122,868	122,796	129,360
Materials & Supplies	3,379	2,590	3,650
Maintenance & Utilities	9,169	9,412	10,000
Miscellaneous Services	7,993	8,074	7,655
Total	$ 389,450	$ 394,404	$ 416,932
Printing			
Salaries & Wages	$ 58,022	$ 60,036	$ 80,202
Fringe Benefits	29,415	26,316	32,051
Materials & Supplies	31,899	35,000	37,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	15,113	26,828	26,828
Total	$ 134,449	$ 148,180	$ 176,081
Purchasing Agent			
Salaries & Wages	$ 435,136	$ 452,496	$ 474,469
Fringe Benefits	196,247	205,632	227,941
Materials & Supplies	2,961	5,650	18,650
Maintenance & Utilities	1,393	1,046	1,600
Miscellaneous Services	21,617	31,243	38,010
Total	$ 657,354	$ 696,067	$ 760,670
General Services			
Salaries & Wages	$ 998,317	$ 1,149,224	$ 1,356,875
Fringe Benefits	1,322,417	838,312	988,841
Materials & Supplies	41,276	50,000	60,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	12,942,661	12,946,184	13,447,917
Total	$ 15,304,671	$ 14,983,720	$ 15,853,633
Management Information Systems			
Salaries & Wages	$ 1,548,822	$ 1,687,524	$ 1,830,276
Fringe Benefits	687,119	733,428	790,321
Materials & Supplies	28,929	28,234	31,040
Maintenance & Utilities	39,854	26,390	20,505
Miscellaneous Services	77,921	83,592	80,863
Total	$ 2,382,645	$ 2,559,168	$ 2,753,005
Voters Registration Department			
Salaries & Wages	$ 71,953	$ 73,584	$ 76,249
Fringe Benefits	37,475	37,416	39,217
Materials & Supplies	3,826	20,232	21,232
Maintenance & Utilities	18,590	45,000	35,000
Miscellaneous Services	717	55,806	37,891
Total	$ 132,561	$ 232,038	$ 209,589

GENERAL GOVERNMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Elections Department			
Salaries & Wages	$ 356,682	$ 385,652	$ 404,922
Fringe Benefits	164,405	173,344	171,732
Materials & Supplies	1,872	12,931	24,605
Maintenance & Utilities	2,093	3,000	6,000
Miscellaneous Services	335,281	672,367	581,310
Total	$ 860,333	$ 1,247,294	$ 1,188,569
Veterans Services			
Salaries & Wages	$ 214,876	$ 243,240	$ 265,665
Fringe Benefits	121,915	135,372	144,279
Materials & Supplies	4,602	5,566	4,900
Maintenance & Utilities	1,258	856	1,250
Miscellaneous Services	2,022	10,072	8,280
Total	$ 344,673	$ 395,106	$ 424,374

JUDICIAL & LAW ENFORCEMENT

Judicial & Law Enforcement includes District Attorney, District Clerk, District Courts, Jury, Justices of the Peace, County Courts at Law, Court Master, Dispute Resolution Center, Community Supervision, Sheriff, Crime Laboratory, Jail, Juvenile Correctional Probation, Juvenile Detention Home, Constables, and County Morgue.

District Attorney – responsible for the prosecution of felony and misdemeanor criminal cases in the County; serves as legal advisor to Commissioners' Court and other County officials. Elected for a four-year term by the voters of the County.

District Clerk – duties revolve around the District Courts; specifically serves as legal record keeper for all documents filed in District Courts. Elected for a four-year term by the voters of the County.

District Courts – serve as trial courts of general jurisdiction of Texas. The geographical area served by each court is established by the Legislature, but each County must be served by at least one District Court. District Courts have original jurisdiction in all felony criminal cases, divorce cases, cases involving title to land, election contest cases, civil matters in which the amount in controversy (the amount of money or damages involved) is $200 or more, and any matters in which jurisdiction is not placed in another trial court. There are eight District Courts in Jefferson County: Criminal, 58th, 60th, 136th, 172nd, 252nd, 279th, and the 317th. Elected for a four-year term by the voters of the County.

Jury – department responsible for expenditures related to selection of the petit and grand juries seated in Jefferson County.

Justice of the Peace – presiding officer over the Justice and Small Claims Court; courts have original jurisdiction in Class C misdemeanor criminal cases, which are less serious minor offenses; courts have jurisdiction over minor civil matters; may issue search or arrest warrants; serve as the coroner in Jefferson County. There are seven Justice of the Peace Courts in Jefferson County. Justices of the Peace are elected for a four-year term by the voters of the County.

County Courts at Law – legal jurisdiction varies considerably and is established by statute, which creates the particular court. The jurisdiction of statutorily created County Courts at Law is concurrent with the jurisdiction of the County and District Courts in the County. There are three County Courts at Law in Jefferson County. Judges are elected for a four-year term by the voters of the County.

Court Master – is allocated all expenditures associated with the Drug Impact Court of Jefferson County.

Dispute Resolution Center – responsible for working with individuals, families, community groups, government agencies, and businesses to assist them in resolving conflict. Through the use of constructive means like mediation and facilitation, the Center has helped in thousands of matters to prevent the need for costly litigation, or escalation to the point of violence.

Sheriff's Office – diversified in its responsibilities by statute. The Sheriff provides security for the Courthouse. The Sheriff is responsible for prisoner transportation. Civil Warrants, Writs of Execution, Levies on and Posting of Property, and the sale of Real Property after foreclosure proceedings are functions which most people associate with the Office of the Sheriff. The Sheriff also oversees the following: The **Crime Lab** is allocated all expenditures associated with the examination of crime scene evidence in Jefferson County. The **Jail** is allocated all expenditures associated with the operation of the Jefferson County Correctional Facility. Elected for a four-year term by the voters of the County.

Community Supervision – represents maintenance and equipment expenditures mandated by the state to be provided to the Adult Probation Department.

Juvenile Probation and Juvenile Detention Home – represents all operating expenditures for the Jefferson County Juvenile Probation Department and Detention Facility.

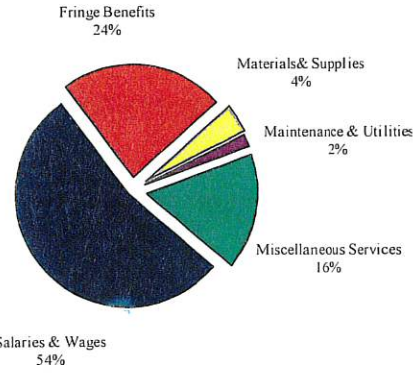
Constables – are constitutionally authorized peace officers elected by precinct. While they may perform patrol functions and make criminal investigations, the main duty of most Constables is to serve as executive officer of the Justice of the Peace Courts. Constables serve subpoenas and other papers. Elected for a four-year term by the voters of the County.

County Morgue – responsible for costs of laboratory and pathological services (autopsies) in Jefferson County.

JUDICIAL & LAW ENFORCEMENT
DEPARTMENT SUMMARY

DEPARTMENTS	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
District Attorney	$ 8,213,200	$ 8,326,702	$ 9,173,528
District Clerk	2,509,118	2,643,413	2,694,228
District Courts	6,228,757	6,544,040	6,793,965
Jury	589,154	618,367	565,579
Justice of the Peace	3,151,198	3,256,178	3,516,844
County Courts at Law	2,151,427	2,392,553	2,496,201
Court Master	588,611	620,088	676,395
Dispute Resolution Center	325,191	330,526	362,745
Juvenile Alternative School	-	-	-
Community Supervision	17,156	21,545	19,850
Sheriff	16,759,979	17,590,876	18,976,375
Crime Laboratory	1,684,848	2,048,560	2,494,820
Jail	41,691,593	42,150,536	45,604,421
Juvenile Probation	1,563,866	1,798,558	2,048,064
Juvenile Detention Home	2,335,510	2,507,891	2,987,794
Constables	3,834,067	4,052,088	4,292,239
County Morgue	1,268,216	1,550,000	1,650,000
Total	$ 92,911,891	$ 96,451,921	$ 104,353,048

APPROPRIATIONS CATEGORY	APPROVED 2026-2027
Salaries & Wages	$ 55,956,193
Fringe Benefits	24,713,102
Materials & Supplies	4,453,406
Maintenance & Utilities	1,916,641
Miscellaneous Services	17,313,706
Total	$ 104,353,048



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Unclassified or Contract	TOTAL
District Attorney	1	24	-	-	-	-	36	61
District Clerk	1	27	-	-	-	-	-	28
District Courts	8	18	-	-	-	1	11	38
Jury	-	-	-	-	-	-	1	1
Justice of the Peace	7	21	-	-	-	-	-	28
County Courts at Law	3	7	-	-	-	-	3	13
Court Master	-	3	-	-	-	-	1	4
Dispute Resolution Center	-	-	-	-	-	3	-	3
Sheriff	1	19	13	-	-	-	104	137
Crime Laboratory	-	-	12	-	-	-	-	12
Jail	-	11	1	6	-	-	245	263
Juvenile Probation	-	2	-	-	-	15	-	17
Juvenile Detention Home	-	1	19	-	-	2	-	22
Constables	6	8	-	-	-	-	15	29
County Morgue	-	-	-	-	-	-	-	-
Total	27	141	45	6	-	21	416	656

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
District Attorney			
Salaries & Wages	$ 5,553,244	$ 5,650,839	$ 6,169,219
Fringe Benefits	2,460,301	2,397,086	2,664,795
Materials & Supplies	43,559	67,108	79,792
Maintenance & Utilities	5,820	8,000	12,000
Miscellaneous Services	150,276	203,669	247,722
Total	$ 8,213,200	$ 8,326,702	$ 9,173,528
District Clerk			
Salaries & Wages	$ 1,664,743	$ 1,706,360	$ 1,793,242
Fringe Benefits	779,968	779,412	831,041
Materials & Supplies	23,339	15,485	24,900
Maintenance & Utilities	19,554	18,550	21,500
Miscellaneous Services	21,514	123,606	23,545
Total	$ 2,509,118	$ 2,643,413	$ 2,694,228
Criminal District Court			
Salaries & Wages	$ 622,180	$ 637,932	$ 659,212
Fringe Benefits	290,235	295,536	307,112
Materials & Supplies	1,192	2,500	7,190
Maintenance & Utilities	210	119	700
Miscellaneous Services	1,254,527	1,207,969	1,081,130
Total	$ 2,168,344	$ 2,144,056	$ 2,055,344
58th District Court			
Salaries & Wages	$ 249,003	$ 260,700	$ 347,458
Fringe Benefits	99,545	107,184	153,993
Materials & Supplies	855	1,175	2,000
Maintenance & Utilities	74	150	300
Miscellaneous Services	2,594	3,858	6,115
Total	$ 352,071	$ 373,067	$ 509,866
60th District Court			
Salaries & Wages	$ 254,795	$ 263,880	$ 269,842
Fringe Benefits	116,740	123,924	141,591
Materials & Supplies	728	3,413	8,700
Maintenance & Utilities	82	103	500
Miscellaneous Services	3,339	4,955	7,330
Total	$ 375,684	$ 396,275	$ 427,963
136th District Court			
Salaries & Wages	$ 251,943	$ 263,436	$ 270,443
Fringe Benefits	118,386	110,700	122,791
Materials & Supplies	841	650	1,500
Maintenance & Utilities	72	77	300
Miscellaneous Services	6,394	6,916	8,368
Total	$ 377,636	$ 381,779	$ 403,402

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
172nd District Court			
Salaries & Wages	$ 255,050	$ 266,628	$ 273,147
Fringe Benefits	111,093	112,728	115,304
Materials & Supplies	4,129	5,790	6,100
Maintenance & Utilities	116	200	300
Miscellaneous Services	2,179	3,925	6,500
Total	$ 372,567	$ 389,271	$ 401,351
252nd District Court			
Salaries & Wages	$ 263,426	$ 275,448	$ 288,738
Fringe Benefits	126,349	130,812	137,358
Materials & Supplies	2,691	8,993	4,700
Maintenance & Utilities	996	674	1,200
Miscellaneous Services	963,269	1,035,675	1,035,635
Total	$ 1,356,731	$ 1,451,602	$ 1,467,631
279th District Court			
Salaries & Wages	$ 310,749	$ 320,808	$ 339,056
Fringe Benefits	127,196	127,416	143,486
Materials & Supplies	1,215	834	2,750
Maintenance & Utilities	244	359	300
Miscellaneous Services	366,866	420,936	428,518
Total	$ 806,270	$ 870,353	$ 914,110
317th District Court			
Salaries & Wages	$ 194,253	$ 278,700	$ 297,183
Fringe Benefits	101,720	122,952	140,410
Materials & Supplies	635	3,000	5,300
Maintenance & Utilities	244	176	550
Miscellaneous Services	122,602	132,809	170,855
Total	$ 419,454	$ 537,637	$ 614,298
Jury			
Salaries & Wages	$ 178,698	182,280	$ 113,182
Fringe Benefits	79,567	79,296	51,397
Materials & Supplies	10,718	5,132	20,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	320,171	351,659	380,500
Total	$ 589,154	$ 618,367	$ 565,579
J.P. Precinct No. 1 - Place No. 1			
Salaries & Wages	$ 295,683	$ 292,884	$ 324,800
Fringe Benefits	144,308	141,600	152,604
Materials & Supplies	3,783	4,771	6,025
Maintenance & Utilities	4,621	4,488	4,400
Miscellaneous Services	6,727	5,554	6,851
Total	$ 455,122	$ 449,297	$ 494,680

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
J.P. Precinct No. 1 - Place No. 2			
Salaries & Wages	$ 309,813	$ 318,019	$ 326,964
Fringe Benefits	163,589	165,358	169,146
Materials & Supplies	916	2,412	3,100
Maintenance & Utilities	1,904	1,638	2,400
Miscellaneous Services	4,181	4,846	7,406
Total	$ 480,403	$ 492,273	$ 509,016
J.P. Precinct No. 2			
Salaries & Wages	$ 296,653	$ 278,856	$ 323,820
Fringe Benefits	142,063	140,232	156,193
Materials & Supplies	2,580	2,833	4,750
Maintenance & Utilities	269	892	1,500
Miscellaneous Services	3,171	3,581	7,700
Total	$ 444,736	$ 426,394	$ 493,963
J.P. Precinct No. 4			
Salaries & Wages	$ 305,882	$ 315,031	$ 324,109
Fringe Benefits	162,487	164,575	168,374
Materials & Supplies	1,713	1,810	2,500
Maintenance & Utilities	2,893	1,961	3,700
Miscellaneous Services	1,717	4,661	8,889
Total	$ 474,692	$ 488,038	$ 507,572
J.P. Precinct No. 6			
Salaries & Wages	$ 294,481	$ 318,691	$ 327,414
Fringe Benefits	138,321	143,941	157,181
Materials & Supplies	2,590	1,768	4,500
Maintenance & Utilities	2,272	2,493	3,100
Miscellaneous Services	5,840	5,681	6,585
Total	$ 443,504	$ 472,574	$ 498,780
J.P. Precinct No. 7			
Salaries & Wages	$ 304,061	$ 316,363	$ 331,452
Fringe Benefits	156,429	161,820	168,626
Materials & Supplies	2,997	2,797	4,600
Maintenance & Utilities	594	2,986	4,140
Miscellaneous Services	3,673	4,168	5,090
Total	$ 467,754	$ 488,134	$ 513,908
J.P. Precinct No. 8			
Salaries & Wages	$ 250,770	$ 286,104	$ 322,156
Fringe Benefits	122,746	144,756	158,344
Materials & Supplies	2,947	2,659	8,885
Maintenance & Utilities	1,347	1,298	1,800
Miscellaneous Services	7,177	4,651	7,740
Total	$ 384,987	$ 439,468	$ 498,925

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
County Court at Law #1			
Salaries & Wages	$ 401,310	$ 460,500	$ 477,349
Fringe Benefits	167,473	181,980	189,324
Materials & Supplies	990	544	2,000
Maintenance & Utilities	643	686	700
Miscellaneous Services	8,459	7,402	8,841
Total	$ 578,875	$ 651,112	$ 678,214
County Court at Law #2			
Salaries & Wages	$ 345,225	$ 472,524	$ 528,010
Fringe Benefits	132,439	170,760	190,649
Materials & Supplies	2,874	3,182	5,750
Maintenance & Utilities	783	1,104	1,000
Miscellaneous Services	191,942	188,884	185,560
Total	$ 673,263	$ 836,454	$ 910,969
County Court at Law #3			
Salaries & Wages	$ 516,404	$ 524,908	$ 517,713
Fringe Benefits	216,997	209,620	207,553
Materials & Supplies	1,739	2,000	3,250
Maintenance & Utilities	388	426	750
Miscellaneous Services	163,761	168,033	177,752
Total	$ 899,289	$ 904,987	$ 907,018
Court Master			
Salaries & Wages	$ 297,558	$ 304,092	$ 318,093
Fringe Benefits	142,248	142,044	148,242
Materials & Supplies	1,742	2,462	3,750
Maintenance & Utilities	25	38	250
Miscellaneous Services	147,038	171,452	206,060
Total	$ 588,611	$ 620,088	$ 676,395
Dispute Resolution Center			
Salaries & Wages	$ 215,522	$ 220,272	$ 235,907
Fringe Benefits	87,676	87,528	102,554
Materials & Supplies	4,240	1,835	1,835
Maintenance & Utilities	362	300	300
Miscellaneous Services	17,391	20,591	22,149
Total	$ 325,191	$ 330,526	$ 362,745

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Community Supervision			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	10,139	14,106	11,050
Maintenance & Utilities	-	-	1,000
Miscellaneous Services	7,017	7,439	7,800
Total	$ 17,156	$ 21,545	$ 19,850
Sheriff			
Salaries & Wages	$ 11,120,313	$ 11,659,521	$ 12,503,516
Fringe Benefits	5,000,246	5,114,724	5,584,923
Materials & Supplies	187,153	209,738	249,113
Maintenance & Utilities	139,929	208,529	153,800
Miscellaneous Services	312,338	398,364	485,023
Total	$ 16,759,979	$ 17,590,876	$ 18,976,375
Crime Laboratory			
Salaries & Wages	$ 951,994	$ 1,014,982	$ 1,331,489
Fringe Benefits	404,799	430,964	545,976
Materials & Supplies	67,250	69,018	82,900
Maintenance & Utilities	5,552	8,991	10,500
Miscellaneous Services	255,253	524,605	523,955
Total	$ 1,684,848	$ 2,048,560	$ 2,494,820
Jail			
Salaries & Wages	$ 18,547,986	$ 18,932,164	$ 20,996,188
Fringe Benefits	8,115,360	8,192,612	9,140,830
Materials & Supplies	3,154,075	3,360,206	3,667,771
Maintenance & Utilities	1,275,230	1,326,585	1,465,984
Miscellaneous Services	10,598,942	10,338,969	10,333,648
Total	$ 41,691,593	$ 42,150,536	$ 45,604,421
Juvenile Probation			
Salaries & Wages	$ 974,205	$ 1,181,328	$ 1,333,591
Fringe Benefits	548,929	567,732	608,491
Materials & Supplies	6,165	7,325	10,414
Maintenance & Utilities	2,350	2,862	4,267
Miscellaneous Services	32,217	39,311	91,301
Total	$ 1,563,866	$ 1,798,558	$ 2,048,064
Juvenile Detention Home			
Salaries & Wages	$ 1,304,432	$ 1,400,279	$ 1,734,961
Fringe Benefits	626,776	656,521	779,611
Materials & Supplies	130,472	146,451	147,129
Maintenance & Utilities	185,959	201,177	206,300
Miscellaneous Services	87,871	103,463	119,793
Total	$ 2,335,510	$ 2,507,891	$ 2,987,794

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Constable Precinct No. 1			
Salaries & Wages	$ 582,189	$ 665,321	$ 706,384
Fringe Benefits	285,379	316,272	334,470
Materials & Supplies	21,739	19,121	17,105
Maintenance & Utilities	2,931	3,407	5,500
Miscellaneous Services	10,038	12,854	15,387
Total	$ 902,276	$ 1,016,975	$ 1,078,846
Constable Precinct No. 2			
Salaries & Wages	$ 379,470	$ 382,240	$ 414,937
Fringe Benefits	165,319	164,466	176,920
Materials & Supplies	4,130	3,564	11,267
Maintenance & Utilities	588	120	650
Miscellaneous Services	5,764	5,767	6,050
Total	$ 555,271	$ 556,157	$ 609,824
Constable Precinct No. 4			
Salaries & Wages	$ 363,474	$ 384,546	$ 404,766
Fringe Benefits	148,508	160,428	180,649
Materials & Supplies	6,471	7,157	11,490
Maintenance & Utilities	1,005	1,170	1,250
Miscellaneous Services	5,541	9,127	9,752
Total	$ 524,999	$ 562,428	$ 607,907
Constable Precinct No. 6			
Salaries & Wages	$ 452,827	$ 488,508	$ 502,365
Fringe Benefits	194,040	199,608	203,186
Materials & Supplies	29,010	13,739	18,138
Maintenance & Utilities	1,623	1,096	2,400
Miscellaneous Services	10,733	12,812	11,577
Total	$ 688,233	$ 715,763	$ 737,666
Constable Precinct No. 7			
Salaries & Wages	$ 401,438	$ 410,573	$ 429,421
Fringe Benefits	188,594	188,592	197,301
Materials & Supplies	2,742	3,150	4,700
Maintenance & Utilities	1,085	1,077	1,300
Miscellaneous Services	2,755	5,642	6,169
Total	$ 596,614	$ 609,034	$ 638,891
Constable Precinct No. 8			
Salaries & Wages	$ 382,501	$ 403,062	$ 420,066
Fringe Benefits	173,599	175,032	182,677
Materials & Supplies	4,721	6,831	7,952
Maintenance & Utilities	1,098	1,305	2,000
Miscellaneous Services	4,755	5,501	6,410
Total	$ 566,674	$ 591,731	$ 619,105

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
County Morgue			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,268,216	1,550,000	1,650,000
Total	$ 1,268,216	$ 1,550,000	$ 1,650,000

EDUCATION & RECREATION

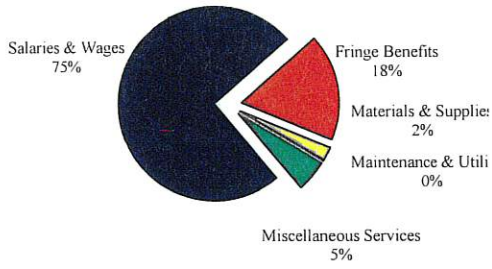
Education and Recreation includes the Agricultural Extension Service of the County.

Agricultural Extension Service – County shares cost with Texas A&M University System to provide expert advice, assistance and training for a wide range of subjects under the four areas of family and consumer sciences, urban development, agriculture and natural resources, and 4-H and youth. Some of the subjects are horticulture, nutrition, health and wellness, agriculture awareness, pesticide management, parenting, money management, tourism, sustainable agriculture, youth development, waste management, preservation of nature, and water quality.

EDUCATION & RECREATION
DEPARTMENT SUMMARY

DEPARTMENTS	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Agricultural Extension Service	$ 460,679	$ 478,404	$ 537,320
Total	$ 460,679	$ 478,404	$ 537,320

APPROPRIATIONS CATEGORY	APPROVED 2026-2027
Salaries & Wages	$ 401,001
Fringe Benefits	95,222
Materials & Supplies	11,700
Maintenance & Utilities	500
Miscellaneous Services	28,897
Total	$ 537,320



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Agricultural Extension Service	-	3	-	-	-	-	5	8
Total	-	3	-	-	-	-	5	8

EDUCATION & RECREATION
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Agriculture Extension Service			
Salaries & Wages	$ 346,929	$ 357,240	$ 401,001
Fringe Benefits	84,314	86,820	95,222
Materials & Supplies	9,494	9,876	11,700
Maintenance & Utilities	320	482	500
Miscellaneous Services	19,622	23,986	28,897
Total	$ 460,679	$ 478,404	$ 537,320

HEALTH & WELFARE

Health & Welfare includes Health & Welfare Units 1 and 2, Nurse Practitioner, Child Welfare, Environmental Control, Indigent Medical Service, Mosquito Control, Emergency Management, and Tobacco Settlement.

Health & Welfare Units 1 & 2 – responsible for the public health of all County citizens within the framework of County government. Provides medical care, mental health, and protective services for indigent care individuals and families. Cooperates with other community health providers, concerned citizens, and committed volunteers who help achieve its mission. Unit 1 is located in Beaumont, and Unit 2 is located in Port Arthur.

Nurse Practitioner – responsible for the County's in-house employee health care program. The Nurse Practitioner's primary function is preventive health care for all Jefferson County employees. This includes diagnosis and treatment of employees and their dependents.

Child Welfare – represents allocated expenditures that are associated with the County's support of the child protective services of the State of Texas.

Environmental Control – responsible for an integrated management program with elements designed to safeguard the quality of water supplies, to protect the groundwater resource from non-potable elements and contaminants, minimizing the impact of need residential, commercial and industrial development, and to promote water conservation. Environmental Control also identifies the best means of sewage collection, treatment and disposal; oversees new construction; issues State-mandated permits for industrial waste, sewage treatment plants and large-volume sewage discharges, and inspects and enforces permit conditions.

Mobile Unit – represents the expenditures incurred for operating a Medical mobile unit to provide medical care to the citizens of Jefferson County.

Indigent Medical Service – represents the expenditures incurred for outside medical and prescription service associated with the indigent population of Jefferson County.

Mosquito Control – represents expenditures associated with the control of mosquitoes in the County. By significantly reducing the mosquito population, the event of epidemic disease from occurring is reduced.

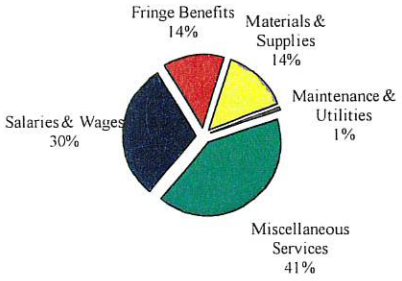
Emergency Management – responsible for the support systems and other statutory functions to help individuals and the community prepare for disasters regardless of the cause.

Tobacco Settlement – represents expenditures for special indigent health related services using tobacco settlement proceeds.

HEALTH & WELFARE
DEPARTMENT SUMMARY

DEPARTMENTS	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Health & Welfare Unit 1	$ 1,416,129	$ 1,483,670	$ 1,605,052
Health & Welfare Unit 2	1,274,291	1,336,796	1,493,279
Nurse Practitioner	418,362	432,405	455,505
Child Welfare	94,999	95,000	95,000
Environmental Control	452,443	474,243	546,775
Mobile Unit	-	285,431	335,753
Indigent Medical Service	4,853,662	4,756,827	4,956,534
Mosquito Control	1,947,474	2,318,362	3,063,568
Emergency Management	273,710	284,305	318,976
Tobacco Settlement	250,000	280,000	1,780,000
Total	$ 10,981,070	$ 11,747,039	$ 14,650,442

APPROPRIATIONS CATEGORY	APPROVED 2026-2027
Salaries & Wages	$ 4,409,236
Fringe Benefits	1,983,657
Materials & Supplies	2,117,403
Maintenance & Utilities	99,440
Miscellaneous Services	6,040,706
Total	$ 14,650,442



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Health & Welfare Unit 1	-	4	-	1	4	4	-	13
Health & Welfare Unit 2	-	4	-	1	3	4	-	12
Nurse Practitioner	-	1	-	-	2	-	-	3
Environmental Control	-	2	-	-	3	-	-	5
Mobile Unit	-	-	-	1	1	-	-	2
Indigent Medical Services	-	-	-	-	2	-	-	2
Mosquito Control	-	1	-	13	-	-	-	14
Emergency Management	-	-	1	-	-	-	1	2
Tobacco Settlement	-	-	-	-	-	-	-	-
Total	-	12	1	16	15	8	1	53

HEALTH & WELFARE
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Health & Welfare Unit 1			
Salaries & Wages	$ 841,012	$ 863,700	$ 937,510
Fringe Benefits	397,055	406,176	433,178
Materials & Supplies	13,071	23,096	25,100
Maintenance & Utilities	3,952	4,279	5,200
Miscellaneous Services	161,039	186,419	204,064
Total	$ 1,416,129	$ 1,483,670	$ 1,605,052
Health & Welfare Unit 2			
Salaries & Wages	$ 756,489	$ 785,592	$ 871,627
Fringe Benefits	374,420	377,868	417,597
Materials & Supplies	8,817	16,544	21,600
Maintenance & Utilities	3,174	3,222	4,850
Miscellaneous Services	131,391	153,570	177,605
Total	$ 1,274,291	$ 1,336,796	$ 1,493,279
Nurse Practitioner			
Salaries & Wages	$ 270,373	$ 279,252	$ 286,805
Fringe Benefits	111,250	111,936	115,245
Materials & Supplies	19,248	21,408	31,262
Maintenance & Utilities	-	-	-
Miscellaneous Services	17,491	19,809	22,193
Total	$ 418,362	$ 432,405	$ 455,505
Child Welfare			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	94,999	95,000	95,000
Total	$ 94,999	$ 95,000	$ 95,000
Environmental Control			
Salaries & Wages	$ 291,224	$ 306,576	$ 357,436
Fringe Benefits	152,508	157,440	174,126
Materials & Supplies	1,515	1,695	2,610
Maintenance & Utilities	2,093	2,386	2,940
Miscellaneous Services	5,103	6,146	9,663
Total	$ 452,443	$ 474,243	$ 546,775
Mobile Unit			
Salaries & Wages	$ -	$ 180,119	$ 209,859
Fringe Benefits	-	76,680	87,894
Materials & Supplies	-	14,800	19,100
Maintenance & Utilities	-	4,000	8,300
Miscellaneous Services	-	9,832	10,600
Total	$ -	$ 285,431	$ 335,753

HEALTH & WELFARE
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Indigent Medical Service			
Salaries & Wages	$ 409,402	$ 216,120	$ 306,266
Fringe Benefits	163,236	74,664	110,149
Materials & Supplies	729,787	744,387	854,763
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,551,237	3,721,656	3,685,356
Total	$ 4,853,662	$ 4,756,827	$ 4,956,534
Mosquito Control			
Salaries & Wages	$ 888,987	$ 958,351	$ 1,219,396
Fringe Benefits	417,699	440,152	554,529
Materials & Supplies	462,617	807,788	1,161,618
Maintenance & Utilities	137,354	69,919	77,900
Miscellaneous Services	40,817	42,152	50,125
Total	$ 1,947,474	$ 2,318,362	$ 3,063,568
Emergency Management			
Salaries & Wages	$ 194,484	$ 202,500	$ 220,337
Fringe Benefits	75,611	75,312	90,939
Materials & Supplies	643	5,420	1,350
Maintenance & Utilities	17	75	250
Miscellaneous Services	2,955	998	6,100
Total	$ 273,710	$ 284,305	$ 318,976
Tobacco Settlement			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	250,000	280,000	1,780,000
Total	$ 250,000	$ 280,000	$ 1,780,000

MAINTENANCE – EQUIPMENT & STRUCTURES

Maintenance – Equipment & Structures includes Courthouse & Annexes, Port Arthur Buildings, Mid-County Buildings, Road & Bridge Precincts, Engineering, Parks & Recreation, GIS, and Service Center.

Courthouse & Annexes, Port Arthur Buildings, and Mid-County Buildings – responsible for building services of Jefferson County. These departments direct activities associated with building maintenance and communications. Building Maintenance is responsible for structural maintenance and repair of the County's buildings, including electrical, heating, air conditioning, roofing, and mechanical systems. Communications includes the maintenance of the County's internal telephone system.

Road & Bridge Precincts – represents the expenditures associated with the maintenance of the County roads. There are four Road and Bridge Precincts, which are governed by the elected Commissioner of each precinct. Each Commissioner is elected to a four-year term by the voters of each precinct, and serves with the County Judge to make up the Commissioners' Court.

Engineering – responsible for the acquisition of land and the design and construction of capital improvement projects involving roadways, bridges, drainage systems, and buildings. Engineering updates and maintains the various maps and files of County owned properties and ROW, and manages inter-local agreements for engineering and construction projects. This department provides survey work for the County.

Parks and Recreation – represents expenditures associated with maintenance of the County parks, boat ramps, and beach cleaning.

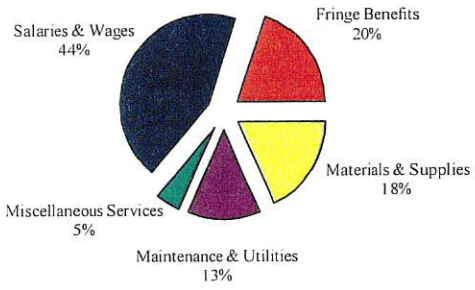
GIS – represents expenditures associated with data collection using geographic information system technology in an effort to provide more efficient processes.

Service Center – represents expenditures associated with maintenance of all County owned vehicles.

MAINTENANCE - EQUIPMENT & STRUCTURES
DEPARTMENT SUMMARY

DEPARTMENTS	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Courthouse & Annexes	$ 2,558,335	$ 2,878,205	$ 3,272,070
Port Arthur Buildings	885,298	923,146	1,022,415
Mid-County Buildings	202,867	257,442	284,493
Road & Bridge Pct. #1	1,945,193	2,242,127	2,565,843
Road & Bridge Pct. #2	2,054,879	2,196,368	2,401,396
Road & Bridge Pct. #3	2,189,359	2,486,335	2,760,607
Road & Bridge Pct. #4	2,165,490	2,368,934	2,391,656
Engineering	943,193	1,082,434	1,277,309
Parks & Recreation	179,399	229,924	277,680
GIS	245,631	254,131	268,831
Service Center	1,499,659	1,593,463	1,538,154
Total	$ 14,869,303	$ 16,512,509	$ 18,060,454

APPROPRIATIONS CATEGORY	APPROVED 2026-2027
Salaries & Wages	$ 7,914,589
Fringe Benefits	3,619,876
Materials & Supplies	3,309,243
Maintenance & Utilities	2,407,364
Miscellaneous Services	809,382
Total	$ 18,060,454



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Courthouse & Annexes	-	2	-	12	-	-	-	14
Port Arthur Buildings	-	1	-	6	-	-	-	7
Mid-County Buildings	-	-	-	1	-	-	-	1
Road & Bridge Pct. #1	1	1	-	12	-	-	-	14
Road & Bridge Pct. #2	1	1	-	14	-	-	-	16
Road & Bridge Pct. #3	1	1	-	15	-	-	-	17
Road & Bridge Pct. #4	1	2	-	13	-	-	1	17
Engineering	-	1	-	7	-	-	-	8
Parks & Recreation	-	-	-	-	-	-	-	-
GIS	-	-	-	2	-	-	-	2
Service Center	-	-	-	4	-	-	-	4
Total	4	9	-	86	-	-	1	100

MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Courthouse & Annexes			
Salaries & Wages	$ 754,195	$ 783,381	$ 947,045
Fringe Benefits	344,933	352,007	433,148
Materials & Supplies	92,977	95,969	111,400
Maintenance & Utilities	981,454	1,237,899	1,348,800
Miscellaneous Services	384,776	408,949	431,677
Total	$ 2,558,335	$ 2,878,205	$ 3,272,070
Port Arthur Buildings			
Salaries & Wages	$ 439,297	$ 459,895	$ 485,820
Fringe Benefits	201,685	200,196	213,275
Materials & Supplies	21,408	31,565	37,950
Maintenance & Utilities	151,711	153,666	165,244
Miscellaneous Services	71,197	77,824	120,126
Total	$ 885,298	$ 923,146	$ 1,022,415
Mid-County Buildings			
Salaries & Wages	$ 72,162	$ 92,680	$ 108,737
Fringe Benefits	29,554	35,860	40,938
Materials & Supplies	2,718	3,260	4,900
Maintenance & Utilities	55,938	64,164	67,800
Miscellaneous Services	42,495	61,478	62,118
Total	$ 202,867	$ 257,442	$ 284,493
Road & Bridge Pct. #1			
Salaries & Wages	$ 876,680	$ 986,204	$ 1,115,046
Fringe Benefits	393,074	471,336	530,581
Materials & Supplies	511,363	652,322	733,856
Maintenance & Utilities	147,105	115,567	151,830
Miscellaneous Services	16,971	16,698	34,530
Total	$ 1,945,193	$ 2,242,127	$ 2,565,843
Road & Bridge Pct. #2			
Salaries & Wages	$ 1,132,766	$ 1,152,393	$ 1,250,697
Fringe Benefits	541,327	520,530	587,936
Materials & Supplies	259,435	381,681	413,903
Maintenance & Utilities	96,221	113,552	121,140
Miscellaneous Services	25,130	28,212	27,720
Total	$ 2,054,879	$ 2,196,368	$ 2,401,396
Road & Bridge Pct. #3			
Salaries & Wages	$ 1,092,324	$ 1,189,120	$ 1,312,672
Fringe Benefits	537,664	561,123	624,225
Materials & Supplies	435,842	589,759	671,449
Maintenance & Utilities	114,285	125,361	122,940
Miscellaneous Services	9,244	20,972	29,321
Total	$ 2,189,359	$ 2,486,335	$ 2,760,607

MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Road & Bridge Pct. #4			
Salaries & Wages	$ 1,181,924	$ 1,256,858	$ 1,282,552
Fringe Benefits	534,912	543,180	557,188
Materials & Supplies	285,777	381,526	428,700
Maintenance & Utilities	111,745	118,826	82,510
Miscellaneous Services	51,132	68,544	40,706
Total	$ 2,165,490	$ 2,368,934	$ 2,391,656
Engineering			
Salaries & Wages	$ 633,898	$ 730,212	$ 852,445
Fringe Benefits	287,897	323,859	373,889
Materials & Supplies	12,481	17,284	32,425
Maintenance & Utilities	2,275	2,397	2,300
Miscellaneous Services	6,642	8,682	16,250
Total	$ 943,193	$ 1,082,434	$ 1,277,309
Parks & Recreation			
Salaries & Wages	$ 49,560	$ 52,463	$ 63,114
Fringe Benefits	13,911	14,378	17,111
Materials & Supplies	49,038	79,032	104,860
Maintenance & Utilities	52,051	55,864	63,720
Miscellaneous Services	14,839	28,187	28,875
Total	$ 179,399	$ 229,924	$ 277,680
GIS			
Salaries & Wages	$ 165,206	$ 172,884	$ 182,357
Fringe Benefits	72,633	73,668	76,474
Materials & Supplies	6,363	6,163	6,400
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,429	1,416	3,600
Total	$ 245,631	$ 254,131	$ 268,831
Service Center			
Salaries & Wages	$ 281,715	$ 296,804	$ 314,104
Fringe Benefits	154,009	155,784	165,111
Materials & Supplies	719,455	805,391	763,400
Maintenance & Utilities	335,169	325,607	281,080
Miscellaneous Services	9,311	9,877	14,459
Total	$ 1,499,659	$ 1,593,463	$ 1,538,154

CAPITAL OUTLAY

Capital Outlay is the detail of all capital equipment purchases approved by Commissioners' Court for the fiscal year. All capital equipment purchases not listed require a budget amendment approved by the Court.

CAPITAL OUTLAY
DEPARTMENT SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
DEPARTMENTS			
Tax Assessor-Collector	$ 74,939	$ 161,588	$ 26,381
Human Resources	26,826	48,055	46,115
County Auditor	1,797	1,418	1,800
County Clerk	15,660	38,500	-
County Judge	-	1,692	1,700
Risk Management	1,626	-	-
County Treasurer	-	390	-
Printing	-	-	-
Purchasing Agent	-	-	-
General Services	-	-	190,369
Management Information Systems	1,439,226	2,112,634	2,337,617
Voters Registration Department	-	11,778	-
Elections Department	6,032	-	-
Veterans Services	-	-	-
District Attorney	109,164	136,872	146,875
District Clerk	33,047	16,716	62,760
District Courts	9,063	13,416	19,000
Jury Fund	-	-	-
Justice of the Peace	-	-	-
County Courts at Law	-	1,482	-
Court Master	-	-	-
Dispute Resolution Center	-	-	-
Community Supervision	-	-	-
Sheriff	746,918	1,205,831	641,085
Crime Laboratory	-	-	-
Jail	1,641,957	3,716,131	502,829
Juvenile Probation	-	-	-
Juvenile Detention Home	-	-	-
Constables	119,169	229,657	160,327
County Morgue	-	-	-
Agricultural Extension Service	2,888	3,000	3,500
Health & Welfare Unit 1	47,082	-	-
Health & Welfare Unit 2	47,082	-	-
Nurse Practitioner	-	-	-
Environmental Control	604	36,972	-
Mobile Unit	-	-	-
Indigent Medical Services	938	-	-
Emergency Management	-	49,141	-
Mosquito Control	1,519,702	1,509,252	158,252
Courthouse & Annexes	147,271	555,556	946,742
Port Arthur Buildings	6,040	23,364	27,485
Mid-County Buildings	-	18,792	10,000
Road & Bridge Pct. #1	766,770	1,105,419	408,006
Road & Bridge Pct. #2	631,460	486,721	774,509
Road & Bridge Pct. #3	195,536	126,934	139,094
Road & Bridge Pct. #4	224,275	510,320	-
Engineering	-	42,196	-
Parks & Recreation	-	-	23,966
GIS	-	-	-
Service Center	47,899	1,692	12,544
Total Capital Outlay	$ 7,862,971	$ 12,165,519	$ 6,640,956

CAPITAL OUTLAY
DIVISION SUMMARY

Tax Assessor-Collector			
120-1011-415-60-14	SIGNAGE - 3 OFFICES	$ 9,381	
120-1011-415-60-53	NEW WEBSITE	17,000	
			$ 26,381
Human Resources			
120-1012-415-60-53	NEOGOV -APPLICATION PORTAL - RENEW	36,115	
120-1012-415-60-53	TESTING SOFTWARE - NEW	10,000	
			46,115
County Auditor			
120-1013-415-60-02	1 - LAPTOP COMPUTER	1,800	
			1,800
County Judge			
120-1015-413-60-02	1 - LAPTOP COMPUTER	1,700	
			1,700
General Services			
120-1024-419-60-53	DEBTBOOK	15,000	
120-1024-419-60-53	CENTRAL SQUARE	157,009	
120-1024-419-60-53	EMPLOYEE PORTAL SOFTWARE	18,360	
			190,369
Management Information Systems			
120-1025-415-60-02	DOMAIN CONTROLLER SERVER REPLACEMENT	12,441	
120-1025-415-60-02	ACCESS SWITCHES	85,124	
120-1025-415-60-02	DATA CENTER UPS	28,521	
120-1025-415-60-02	FIELD UPS	16,069	
120-1025-415-60-02	UI EQUIPMENT	17,259	
120-1025-415-60-02	HYPER-V HOST REPLACEMENT	86,901	
120-1025-415-60-02	SQL SERVER	93,499	
120-1025-415-60-02	2 - LAPTOP COMPUTERS - HIGH END	9,322	
120-1025-415-60-02	5 - COMPUTERS HIGH END	19,505	
120-1025-415-60-02	BATTERIES FOR HIGH END UPS DEVICES	1,600	
120-1025-415-60-02	WIRELESS ACCESS POINTS	33,600	
120-1025-415-60-02	250 - DESKTOP COMPUTERS	349,250	
120-1025-415-60-53	MONITORED SIEM - ARCTIC WOLF	157,243	
120-1025-415-60-53	EMAIL ADVANCED SECURITY	95,700	
120-1025-415-60-53	LINOMA GO ANYWHERE MAINTENANCE - RENEW	5,406	
120-1025-415-60-53	PITNEY-BOWES ADDRESS VERIFICATION - RENEW	3,000	
120-1025-415-60-53	TYLER TECHNOLOGIES	843,750	
120-1025-415-60-53	BACKUP SERVER MAINTENANCE	45,287	
120-1025-415-60-53	LIVENX UPGRADE	64,649	
120-1025-415-60-53	SILKTIDE WEBSITE DEVELOPMENT	4,533	
120-1025-415-60-53	SPOTLIGHT ON SQL SERVER ENTERPRISE	2,331	
120-1025-415-60-53	SMS MESSAGING SERVER	445	
120-1025-415-60-53	DATALOGICS SOFTWARE - RENEW	5,000	
120-1025-415-60-53	PDFIX SOFTWARE	5,000	
120-1025-415-60-53	QUEST TOAD - RENEWAL	1,274	
120-1025-415-60-53	KNOWBE4 - RENEWAL	17,171	
120-1025-415-60-53	OFFICE 365 LICENSES	93,272	
120-1025-415-60-53	PRINT SERVER MAINTENANCE (MOVED TO SAAS)	14,140	
120-1025-415-60-53	BOXCAST (STREAMING SERVICE FOR COMM COURT)	2,998	
120-1025-415-60-53	NETDMS SUPPORT AND MAINTENANCE	16,500	
120-1025-415-60-53	EMAIL BACKUP	1,000	
120-1025-415-60-53	AUTOMATED ASSET DISCOVERY	18,279	
120-1025-415-60-53	ACTIVE DIRECTORY FORREST RECOVERY	29,920	
120-1025-415-60-53	BEYOND TRUST	41,432	
120-1025-415-60-53	FIREWALL SUPPORT - DOGGET FORD PARK	1,120	
120-1025-415-60-53	FIREWALL SUPPORT - COUNTY	25,745	
120-1025-415-60-53	PCMOVER	6,503	
120-1025-415-60-53	ENTERPRISE ACCESS MANAGEMENT - NEW - FUNDED BY GRANT	82,828	
			2,337,617
District Attorney			
120-2030-412-60-02	5 - LAPTOP COMPUTERS	9,008	
120-2030-412-60-53	DISCOVERY SOFTWARE SYSTEM - RENEWAL	137,867	
			146,875

CAPITAL OUTLAY
DIVISION SUMMARY

District Clerk			
120-2031-412-60-02	1 - DESKTOP COMPUTER	1,500	
120-2031-414-60-53	JUSTICE CASE ACCESS - REPLACEMENT OF ATTORNEY - SHARED WITH COUNTY CLERK	10,000	
120-2031-414-60-53	TYLER OCR LEVEL 2 (OPTICAL CHARACTER RECOG)	14,360	
120-2031-414-60-53	TYLER DOCUMENT MANGEMENT BUNDLE	36,900	
			62,760
Criminal District Court			
120-2032-412-60-22	AUDIO & VISUAL EQUIPMENT FOR COURTROOM	10,000	
			10,000
60th District Court			
120-2034-412-60-22	REPLACE ALL CONFERENCE TABLE TOPS & BENCH DESKTOPS WITH FORMICA LAMINATE	9,000	
			9,000
Sheriff			
120-3059-421-60-02	5 - TOUGHBOOK LAPTOPS	18,060	
120-3059-421-60-02	5 - GAMBER JOHNSON DOCKING STATIONS	5,825	
120-3059-421-60-02	2 - LAPTOP COMPUTERS	3,200	
120-3059-421-60-07	11 - REPLACEMENT LAW ENFORCEMENT VEHICLES	527,000	
120-3059-421-60-07	11 - EQUIP FOR RELACEMENT VEHICLES	77,000	
120-3059-421-60-14	REMOVE & REPAIR HYDRAULIC DOOR	10,000	
			641,085
Jail			
120-3062-423-60-02	TEK 84 SERVER INCLUDING SOFTWARE & INSTALLATION	9,500	
120-3062-423-60-02	45 - GUARDIAN RFID SPARTAN WITH 3 REPLACEMENTS	59,965	
120-3062-423-60-02	VIDEO SERVER UPGRADE	285,558	
120-3062-423-60-02	JAIL SERVER REPLACEMENT	20,798	
120-3062-423-60-50	LUCAS CHEST COMPRESSION SYSTEM	22,107	
120-3062-423-60-53	UKG SHIFTBOARD (SCHEDULE PRO)	30,472	
120-3062-423-60-53	GUARDIAN RFID	69,992	
120-3062-423-60-53	POWER DMS (AGENCY 360)	4,437	
			502,829
Constable Pct 1			
120-3065-425-60-07	1 - TAHOE	70,000	
			70,000
Constable Pct. 4			
120-3068-425-60-07	1 - LAW ENFORCEMENT VEHICLE WITH EQUIPMENT	70,000	
			70,000
Constable Pct. 6			
120-3070-425-60-18	PORTABLE RADIO W/ EQUIPMENT	5,716	
120-3070-425-60-18	10 - AXON TASERS	4,611	
			10,327
Constable Pct. 8			
120-3072-425-60-22	OFFICE FURNITURE FOR CONSTABLE, DEPUTIES, AND MAIN OFFICE	10,000	
			10,000
Agriculture Extension Services			
120-4071-461-60-02	3 - COST SHARE COMPUTERS	3,500	
			3,500
Mosquito Control			
124-5081-448-60-42	1 - F-350 TRUCK	61,351	
124-5081-448-60-42	2 - F-150 TRUCKS - DUAL DRIVE FOR LARVICIDING	96,901	
			158,252
Courthouse & Annexes			
120-6083-416-60-03	50 - REPLACE FIRE HOSE - NEW COURTHOUSE	10,463	
120-6083-416-60-03	UPDATE ELEVATOR CONTROLLER - NEW COURTHOUSE	132,733	
120-6083-416-60-03	LEVEL CONCRETE - COUNTY CLERKS OFFICE	51,040	
120-6083-416-60-03	4 - NATRIUM SKYLIGHT GLASS PANES	51,422	
120-6083-416-60-03	CHILLER - MECHANICAL BUILDING - COURTHOUSE	595,000	
120-6083-416-60-03	REPAVE ANNEX 4 PARKING LOT	106,084	
			946,742
Port Arthur Buildings			
120-6084-416-60-14	ROOF SOFFIT REPAIR FOR DPS BUILDING	5,355	
120-6084-416-60-14	3 - METAL AWNINGS	5,130	

CAPITAL OUTLAY
DIVISION SUMMARY

120-6084-416-60-18	POLARIS RANGER CREW SP	17,000	
			27,485
Mid-County Buildings			
120-6085-416-60-14	FLOORING REPLACEMENT JP PCT. 4	10,000	
			10,000
Road & Bridge Pct. #1			
111-0108-431-60-14	CONFERENCE ROOM, KITCHEN, AND BATHROOM REMODEL	89,670	
111-0109-431-60-35	MOTOROLA HANDHELD RADIOS	8,000	
111-0109-431-60-42	1 - F750 DUMPTRUCK	119,861	
111-0109-431-60-42	1 - FORD 4X4 CREW SUPER DUTY	60,460	
111-0109-431-60-42	ENTECH MATRIX SIGN TRAILER	20,500	
111-0109-431-60-42	HAUL TRAILER	109,515	
			408,006
Road & Bridge Pct. #2			
112-0208-431-60-14	REPLACEMENT FOR 5 TON A/C SYSTEM	12,000	
112-0208-431-60-36	CONCRETE ROAD REPAIRS - CONTRACTED	100,000	
112-0209-431-60-11	2 - DUMP TRUCK	237,522	
112-0209-431-60-11	ETNYRE CHIPSPREADER	424,987	
			774,509
Road & Bridge Pct. #3			
113-0308-431-60-14	CAMERA AND ACCESS CONTROL	18,780	
113-0308-431-60-36	WILBERT ROAD PROJECT STRIPING	18,000	
113-0309-431-60-42	1 - FORD F150 4X2 SUPERCREW CAB	42,298	
113-0309-431-60-42	1 - FORD F250	60,016	
			139,094
Parks & Recreation			
116-0606-452-60-18	PLAYGROUND EQUIPMENT	23,966	
			23,966
Service Center			
120-8095-417-60-14	GARAGE DOOR REPLACEMENT	12,544	
			12,544
Total Capital Outlay			$ 6,640,956

SPECIAL PURPOSE FUNDING

Special Purpose Funding is used to account for expenditures that are non-operational or non-departmental in nature. Transfers to other funds include transfers to Special Revenue Funds, Capital Projects Funds, Jack Brooks Regional Airport Enterprise Fund, and to Doggett Ford Park Enterprise Fund to provide for improvements and operational expenditures. Contingency Appropriations are also noted here.

SPECIAL PURPOSE FUNDING
DEPARTMENT SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
DEPARTMENTS			
Contingency Appropriation			
General Fund	$ -	$ -	$ 4,108,313
Total Contingency Appropriation	$ -	$ -	$ 4,108,313
Transfers Out			
Road & Bridge Pct. #1	$ 17,411	$ -	$ 200,000
Road & Bridge Pct. #2	17,411	-	-
Road & Bridge Pct. #4	234,381	-	-
General Fund	6,562,157	7,266,299	9,251,949
Total Transfers Out	$ 6,831,360	$ 7,266,299	$ 9,451,949

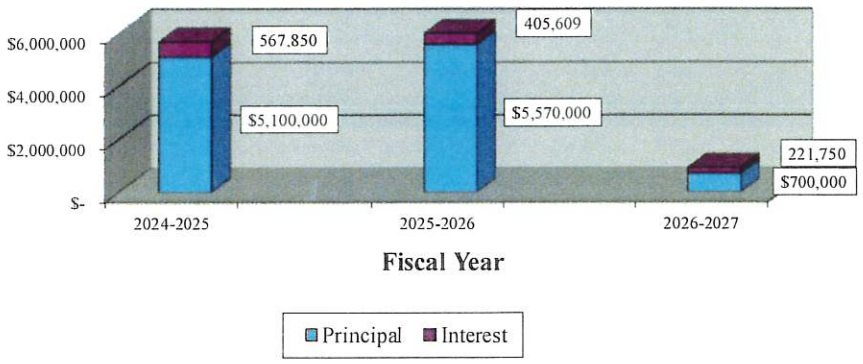

JEFFERSON COUNTY
TEXAS

DEBT SERVICE

DEBT SERVICE FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
REVENUES			
Property Taxes	$ 5,808,471	$ 5,674,839	$ 470,336
Interest	139,367	93,288	23,000
Total Revenues	$ 5,947,838	$ 5,768,127	$ 493,336
EXPENDITURES			
Principal Payments	$ 5,100,000	$ 5,570,000	$ 700,000
Interest Payments	567,850	405,609	221,750
Transaction Fees	2,630	21,000	5,000
Total Expenditures	$ 5,670,480	$ 5,996,609	$ 926,750
Total Appropriations	$ 5,670,480	$ 5,996,609	$ 926,750
BEGINNING FUND BALANCE	$ 571,710	$ 849,068	$ 620,586
ENDING FUND BALANCE	$ 849,068	$ 620,586	$ 187,172
RESERVED FOR DEBT SERVICE	$ 849,068	$ 620,586	$ 187,172

Principal & Interest Payments



DEBT SERVICE FUND

SUMMARY OF ANNUAL DEBT SERVICE REQUIREMENTS

FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL
2027	$ 700,000	$ 221,750	$ 921,750
2028	735,000	186,750	921,750
2029	775,000	150,000	925,000
2030	795,000	126,750	921,750
2031	820,000	102,900	922,900
2032	845,000	78,300	923,300
2033	870,000	52,950	922,950
2034	895,000	26,850	921,850
	$ 6,435,000	$ 946,250	$ 7,381,250

DEBT SERVICE FUND
SUMMARY OF TOTAL INDEBTEDNESS

ISSUE	MATURITY DATE	ORIGINAL ISSUE	MATURITIES	OUTSTANDING 10/1/2026
2019 Certificates of Obligation	2034	$ 15,395,000	$ 8,960,000	$ 6,435,000
Total				$ 6,435,000

COMPUTATION OF LEGAL DEBT MARGIN

Assessed Value of Real Property		$26,288,277,048
Assessed Value of All Taxable Property		$34,870,581,719

Bonds Issued Under Article III,
Section 52 of the Texas Constitution:

The County is authorized under Article III, Section 52 of the State Constitution to issue bonds payable from ad valorem taxes for the construction and maintenance of roads. There is no constitutional or statutory limit as to the rate on bonds issued pursuant to such constitutional provision. However, the amount of bonds which may be issued is limited to 25% of the assessed valuation of real property in the County.

Debt Limit, 25% of Real Property Assessed Value		$ 6,572,069,262
Amount of Debt Applicable to Constitutional Debt Limit:		
Total Bonded Applicable Debt	$ 6,435,000	
Less Amount Available in Debt Service Fund	620,586	5,814,414
LEGAL DEBT MARGIN, BONDS ISSUED UNDER ARTICLE III, SECTION 52 OF THE TEXAS CONSTITUTION		$ 6,566,254,848

Bonds Issued Under Article VIII, Section 9:

In addition to unlimited tax bonds, the County may issue statutorily authorized bonds payable from the proceeds of a limited ad valorem tax provided for in Article VII, Section 9 of the State Constitution. Such constitutional provision provides that a County is limited to an ad valorem tax rate of $0.80 per $100 of assessed valuation for general fund, permanent improvement fund, road and bridge fund, and jury fund purposes.

Certain of the County's bonds payable from such limited tax may be issued under the provisions of Government Code 1301.003 (c). The principal amount of all bonds which may be issued under the provision of such Code is limited in the aggregate to 5% of the assessed valuation. The debt limit under Government Code 1301.003 (c) is approximately $1,743,529,086 compared to applicable bonds outstanding at October 1, 2026 of $6,435,000.

DEBT SERVICE FUND

SCHEDULE OF CURRENT DEBT SERVICE REQUIREMENTS

ISSUE	BALANCE OUTSTANDING 10/1/2026	PRINCIPAL	INTEREST	FEES	TOTAL	BALANCE OUTSTANDING 10/1/2027
2019 Certificates of Obligation	$ 6,435,000	$ 700,000	$ 221,750	$ 5,000	$ 926,750	$ 5,735,000
	$ 6,435,000	$ 700,000	$ 221,750	$ 5,000	$ 926,750	$ 5,735,000

SPECIAL REVENUE FUNDS

SPECIAL REVENUE FUNDS
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
REVENUES			
Sales Taxes	$ 1,928,955	$ 2,028,912	$ 1,825,000
Fees	2,085,920	2,179,669	1,914,210
Sales, Rentals & Services	97,219	30,000	10,000
Intergovernmental	4,450,852	4,768,569	5,494,101
Fines & Forfeitures	274,498	136,084	125,000
Interest	921,777	855,307	396,281
Contributions	-	5,000	-
Total Revenues	$ 9,759,221	$ 10,003,541	$ 9,764,592
OTHER SOURCES			
Transfers In	$ 672,882	$ 665,286	$ 649,809
Total Other Sources	$ 672,882	$ 665,286	$ 649,809
Total Revenues & Other Sources	$ 10,432,103	$ 10,668,827	$ 10,414,401
EXPENDITURES			
General Government	$ 1,474,787	$ 419,101	$ 459,170
Judicial & Law Enforcement	5,101,697	5,433,154	9,475,991
Education & Recreation	1,112,529	1,254,757	1,376,389
Maintenance - Equipment & Structures	24,523	38,577	179,740
Capital Outlay	805,767	1,917,814	2,708,521
Total Expenditures	$ 8,519,303	$ 9,063,403	$ 14,199,811
OTHER USES			
Transfers Out	$ -	$ -	$ 260,000
Total Other Uses	$ -	$ -	$ 260,000
Total Appropriations	$ 8,519,303	$ 9,063,403	$ 14,459,811
BEGINNING FUND BALANCE	$ 18,366,800	$ 20,279,600	$ 21,885,024
ENDING AVAILABLE FUND BALANCE	$ 20,279,600	$ 21,885,024	$ 17,839,614

SPECIAL REVENUE FUNDS
SUMMARY OF EXPENDITURES BY DIVISION

Department / Division	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
General Government			
County Clerk - Records Management	$ 190,281	$ 181,481	$ 198,575
County Clerk - Records Archive	1,249,449	187,500	153,879
County Records Management	35,057	50,120	66,716
Tax Office Auto Dealer	-	-	40,000
Total General Government	$ 1,474,787	$ 419,101	$ 459,170
Judicial & Law Enforcement			
Breath Alcohol Testing	$ 4,841	$ 7,351	$ 18,825
Security Fee	693,397	724,332	736,032
Sheriff - SB 22	9,080	57,855	70,488
DWI Pretrial Division	106,408	110,944	157,629
Misdemeanor Pretrial	1,363	1,500	1,750
Veteran's Pretrial	-	-	24
Law Officer Training	16,585	12,878	21,100
SCAAP Grant	15,431	26,500	34,500
D.A.R.E. Contributions	14,983	8,906	-
Family Protection Fee Fund	299	4	-
Deputy Sheriff Education	20,944	30,520	25,000
Constable Pct 1 - Education	1,530	1,960	3,700
Constable Pct 2 - Education	1,824	1,824	2,000
Constable Pct 4 - Education	-	2,000	2,000
Constable Pct 6 - Education	1,793	5,000	3,500
Constable Pct 7 - Education	456	1,000	1,000
Constable Pct 8 - Education	-	1,000	1,500
J.P. Courtroom Technology Fee	2,435	2,103	20,000
District Clerk - Records Management	100,521	82,216	203,054
Justice Court Building Security	-	-	-
Child Abuse Prevention	-	-	31,000
D.A.'s Forfeiture	89,368	155,585	197,500
Sheriff's Forfeiture	43,081	83,957	199,499
D.A.'s Hot Check	720	13,750	14,500
Justice Court Support Fund	252,594	245,806	259,244
Court Facility Fund	-	-	-
Language Access Fund	66,622	65,000	50,000
Local Truancy Prevention	-	-	71,692
DA - SB 22	269,043	281,024	275,000
Guardianship Fee	46,600	78,000	120,000
Juvenile Delinquency Prevention	-	-	126
County & District Court Technology Fund	1,481	1,482	3,000
District Court Records Technology Fund	2,847	708	1,500
Marine Division	2,936,087	3,002,740	3,894,401
Sheriff - Spindletop Grant	401,364	427,209	293,369
Diversion Center	-	-	2,763,058
Total Judicial & Law Enforcement	$ 5,101,697	$ 5,433,154	$ 9,475,991
Education & Recreation			
Law Library	$ 3,367	$ 2,100	$ 2,100
Hotel Occupancy Tax	1,109,162	1,252,657	1,374,289
Total Education & Recreation	$ 1,112,529	$ 1,254,757	$ 1,376,389

SPECIAL REVENUE FUNDS
SUMMARY OF EXPENDITURES BY DIVISION

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Maintenance - Equipment & Structures			
Lateral Road - Precinct 1	$ -	$ -	$ 7,000
Lateral Road - Precinct 2	-	-	10,000
Lateral Road - Precinct 3	-	-	60,000
Lateral Road - Precinct 4	2,164	8,000	8,000
J C Assistance District 4	22,359	30,577	94,740
	$ 24,523	$ 38,577	$ 179,740
Capital Outlay	$ 805,767	$ 1,917,814	$ 2,708,521
Special Purpose Funding			
Transfers Out	$ -	$ -	$ 260,000
	$ -	$ -	$ 260,000
Total Special Fund Expenditures	$ 8,519,303	$ 9,063,403	$ 14,459,811

SPECIAL REVENUE FUNDS

SUMMARY OF CHANGES IN FUND BALANCE BY FUND

	ESTIMATED BALANCE 10/1/2026	Revenue	Expenditures	PROPOSED BALANCE 9/30/2027
Lateral Road - Precinct 1	$ 36,797	7,750	7,000	$ 37,547
Lateral Road - Precinct 2	170,731	10,250	10,000	170,981
Lateral Road - Precinct 3	348,992	13,700	60,000	302,692
Lateral Road - Precinct 4	72,925	8,400	8,000	73,325
Breath Alcohol Testing	21,381	5,450	20,475	6,356
Security Fee	326,032	655,100	776,032	205,100
Law Library	827,448	202,500	77,100	952,848
Sheriff - SB 22	346,118	500,000	807,319	38,799
DWI Pretrial Diversion	240,323	45,800	157,629	128,494
Misdemeanor Pre-Trial	202,963	18,400	1,750	219,613
Veteran's Pre-Trial Program	24	-	24	-
Law Officer Training	32,826	500	21,100	12,226
County Clerk - Records Management	2,478,629	427,000	208,575	2,697,054
County Clerk - Records Archive	1,957,438	365,000	153,879	2,168,559
SCAAP Grant	135,517	32,800	60,660	107,657
County Records Management	152,207	14,850	101,716	65,341
D.A.R.E. Contributions	-	-	-	-
Family Protection Fee Fund	-	-	-	-
Deputy Sheriff Education	116,246	42,200	25,000	133,446
Constable Pct. 1 - Education	1,956	1,850	3,700	106
Constable Pct. 2 - Education	5,311	1,720	2,000	5,031
Constable Pct. 4 - Education	13,878	1,850	2,000	13,728
Constable Pct. 6 - Education	6,134	1,780	3,500	4,414
Constable Pct. 7 - Education	11,870	1,800	1,000	12,670
Constable Pct. 8 - Education	8,193	1,750	1,500	8,443
Tax Office Auto Dealer	434,959	36,200	170,000	301,159
J.P. Courtroom Technology Fee	218,636	33,900	75,000	177,536
Hotel Occupancy Tax	6,198,055	1,800,000	1,597,669	6,400,386
District Clerk - Records Management	202,020	128,250	203,054	127,216
Justice Court Building Security	420,308	42,000	100,000	362,308
Child Abuse Prevention	37,595	870	31,000	7,465
D.A.'s Forfeiture	457,535	85,000	284,500	258,035
Sheriff's Forfeiture	1,207,599	85,000	344,499	948,100
D.A.'s Hot Check	19,424	-	14,500	4,924
Justice Court Support Fund	341,482	231,000	259,244	313,238
Court Facility Fund	514,563	117,500	100,000	532,063
Language Access Fund	6,590	45,300	50,000	1,890
J C Assistance District 4	745,239	136,500	544,740	336,999
Local Truancy Prevention	245,887	39,150	71,692	213,345
DA - SB 22	17,623	275,000	275,000	17,623
Guardianship Fee	499,594	40,000	120,000	419,594
Juvenile Delinquency Prevention	124	2	126	-
County & District Court Technology Fund	20,777	3,800	15,000	9,577
District Court Records Technology Fund	1,351	149	1,500	-
Marine Division	-	4,610,901	4,610,901	-
Sheriff-Spindletop Grant	43,666	293,429	293,369	43,726
Diversion Center	2,738,058	50,000	2,788,058	-
Total	$ 21,885,024	$ 10,414,401	$ 14,459,811	$ 17,839,614

SPECIAL REVENUE FUNDS - GENERAL GOVERNMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
County Clerk - Records Management			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	325
Maintenance & Utilities	-	-	-
Miscellaneous Services	190,281	181,481	198,250
Total	$ 190,281	$ 181,481	$ 198,575
County Clerk - Records Archive			
Salaries & Wages	$ 14,568	$ 9,000	$ 101,250
Fringe Benefits	1,559	-	27,449
Materials & Supplies	-	-	2,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,233,322	178,500	23,180
Total	$ 1,249,449	$ 187,500	$ 153,879
County Records Management			
Salaries & Wages	$ 20,469	$ 19,920	$ 29,829
Fringe Benefits	5,742	5,448	8,087
Materials & Supplies	1,406	2,785	4,850
Maintenance & Utilities	129	150	300
Miscellaneous Services	7,311	21,817	23,650
Total	$ 35,057	$ 50,120	$ 66,716
Tax Office Auto Dealer			
Salaries & Wages	$ -	$ -	$ 5,507
Fringe Benefits	-	-	1,493
Materials & Supplies	-	-	10,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	23,000
Total	$ -	$ -	$ 40,000

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Breath Alcohol Testing			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	153	1,500	3,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	4,688	5,851	15,825
Total	$ 4,841	$ 7,351	$ 18,825
Security Fee			
Salaries & Wages	$ 297,635	$ 284,400	$ 300,602
Fringe Benefits	110,935	123,932	131,717
Materials & Supplies	2,295	6,000	9,133
Maintenance & Utilities	-	-	-
Miscellaneous Services	282,532	310,000	294,580
Total	$ 693,397	$ 724,332	$ 736,032
Sheriff - SB 22			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	9,080	57,855	70,488
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ 9,080	$ 57,855	$ 70,488
DWI Pretrial Diversion			
Salaries & Wages	$ 68,944	$ 70,320	$ 105,616
Fringe Benefits	33,100	35,376	46,633
Materials & Supplies	4,364	5,248	5,380
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ 106,408	$ 110,944	$ 157,629
Misdemeanor Pretrial			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	1,363	1,500	1,750
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ 1,363	$ 1,500	$ 1,750
Veteran's Pretrial Diversion			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	24
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ -	$ -	$ 24

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Law Officer Training			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	8,134	4,705	8,000
Maintenance & Utilities	4,202	4,573	5,000
Miscellaneous Services	4,249	3,600	8,100
Total	$ 16,585	$ 12,878	$ 21,100
SCAAP Grant			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	9,383	20,000	22,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	6,048	6,500	12,000
Total	$ 15,431	$ 26,500	$ 34,500
D.A.R.E. Contributions			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	14,983	8,906	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ 14,983	$ 8,906	$ -
Family Protection Fee Fund			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	299	4	-
Total	$ 299	$ 4	$ -
Deputy Sheriff Education			
Miscellaneous Services	$ 20,944	$ 30,520	$ 25,000
Total	$ 20,944	$ 30,520	$ 25,000
Constable Pct 1 - Education			
Miscellaneous Services	$ 1,530	$ 1,960	$ 3,700
Total	$ 1,530	$ 1,960	$ 3,700
Constable Pct 2 - Education			
Miscellaneous Services	$ 1,824	1,824	$ 2,000
Total	$ 1,824	$ 1,824	$ 2,000
Constable Pct 4 - Education			
Miscellaneous Services	$ -	$ 2,000	$ 2,000
Total	$ -	$ 2,000	$ 2,000
Constable Pct 6 - Education			
Miscellaneous Services	$ 1,793	$ 5,000	$ 3,500
Total	$ 1,793	$ 5,000	$ 3,500

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Constable Pct 7 - Education			
Miscellaneous Services	$ 456	$ 1,000	$ 1,000
Total	$ 456	$ 1,000	$ 1,000
Constable Pct 8 - Education			
Miscellaneous Services	$ -	$ 1,000	$ 1,500
Total	$ -	$ 1,000	$ 1,500
J.P. Courtroom Technology Fee			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,435	2,103	20,000
Total	$ 2,435	$ 2,103	$ 20,000
District Clerk - Records Management			
Salaries & Wages	$ 68,620	$ 54,500	$ 70,711
Fringe Benefits	28,781	24,836	29,463
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,120	2,880	102,880
Total	$ 100,521	$ 82,216	$ 203,054
Justice Court Building Security			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ -	$ -	$ -
Child Abuse Prevention			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	31,000
Total	$ -	$ -	$ 31,000
D.A. Forfeiture			
Salaries & Wages	$ 84,401	$ 149,964	$ 180,500
Fringe Benefits	-	-	-
Materials & Supplies	-	674	-
Maintenance & Utilities	4,967	4,947	10,000
Miscellaneous Services	-	-	7,000
Total	$ 89,368	$ 155,585	$ 197,500

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Sheriff's Forfeiture			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	12,618	20,000	54,500
Maintenance & Utilities	-	-	44,000
Miscellaneous Services	30,463	63,957	100,999
Total	$ 43,081	$ 83,957	$ 199,499
D.A.'s Hot Check			
Salaries & Wages	$ -	$ -	$ 10,000
Fringe Benefits	-	-	-
Materials & Supplies	720	12,750	3,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	1,000	1,500
Total	$ 720	$ 13,750	$ 14,500
Justice Court Support Fund			
Salaries & Wages	$ 172,970	$ 168,240	$ 176,438
Fringe Benefits	78,290	76,416	78,806
Materials & Supplies	709	500	3,000
Maintenance & Utilities	131	150	500
Miscellaneous Services	494	500	500
Total	$ 252,594	$ 245,806	$ 259,244
Court Facility Fund			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ -	$ -	$ -
Language Access Fund			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	66,622	65,000	50,000
Total	$ 66,622	$ 65,000	$ 50,000
Local Truancy Prevention			
Salaries & Wages	$ -	$ -	$ 32,800
Fringe Benefits	-	-	8,892
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	30,000
Total	$ -	$ -	$ 71,692

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
DA - SB 22			
Salaries & Wages	$ 210,090	$ 215,855	$ 216,348
Fringe Benefits	58,953	59,145	58,652
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	6,024	-
Total	$ 269,043	$ 281,024	$ 275,000
Guardianship Fee			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	46,600	78,000	120,000
Total	$ 46,600	$ 78,000	$ 120,000
Juvenile Delinquency Prevention			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	126
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ -	$ -	$ 126
County & District Court Technology Fund			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,481	1,482	3,000
Total	$ 1,481	$ 1,482	$ 3,000
District Court Records Technology Fund			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	497	708	1,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,350	-	-
Total	$ 2,847	$ 708	$ 1,500
Marine Division			
Salaries & Wages	$ 1,793,127	$ 1,769,024	$ 2,252,637
Fringe Benefits	753,245	738,960	929,214
Materials & Supplies	158,170	200,855	338,850
Maintenance & Utilities	110,732	145,481	208,000
Miscellaneous Services	120,813	148,420	165,700
Total	$ 2,936,087	$ 3,002,740	$ 3,894,401

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Sheriff - Spindletop Grant			
Salaries & Wages	$ 269,607	$ 282,544	$ 194,084
Fringe Benefits	117,195	127,356	83,662
Materials & Supplies	11,876	14,258	10,123
Maintenance & Utilities	1,314	1,600	2,000
Miscellaneous Services	1,372	1,451	3,500
Total	$ 401,364	$ 427,209	$ 293,369
Diversion Center			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	194,500
Maintenance & Utilities	-	-	142,950
Miscellaneous Services	-	-	2,425,608
Total	$ -	$ -	$ 2,763,058

SPECIAL REVENUE FUNDS - EDUCATION & RECREATION

DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Law Library			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,367	2,100	2,100
Total	$ 3,367	$ 2,100	$ 2,100
Hotel Occupancy Tax			
Salaries & Wages	$ 347,568	$ 350,776	$ 401,255
Fringe Benefits	169,398	169,836	186,724
Materials & Supplies	16,187	26,132	23,400
Maintenance & Utilities	52,052	57,343	64,600
Miscellaneous Services	523,957	648,570	698,310
Total	$ 1,109,162	$ 1,252,657	$ 1,374,289

SPECIAL REVENUE FUNDS - MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
Lateral Road - Precinct 1			
Materials & Supplies	$ -	$ -	$ 7,000
Miscellaneous Services	-	-	-
Total	$ -	$ -	$ 7,000
Lateral Road - Precinct 2			
Materials & Supplies	$ -	$ -	$ 10,000
Total	$ -	$ -	$ 10,000
Lateral Road - Precinct 3			
Materials & Supplies	$ -	$ -	$ 60,000
Total	$ -	$ -	$ 60,000
Lateral Road - Precinct 4			
Materials & Supplies	$ 2,164	$ 8,000	$ 8,000
Total	$ 2,164	$ 8,000	$ 8,000
J C Assistance District 4			
Salaries & Wages	$ 17,366	$ 23,940	$ 19,447
Fringe Benefits	4,862	6,504	5,272
Materials & Supplies	-	-	14,500
Maintenance & Utilities	131	133	43,697
Miscellaneous Services	-	-	11,824
Total	$ 22,359	$ 30,577	$ 94,740

SPECIAL REVENUE FUNDS - CAPITAL OUTLAY
DEPARTMENT SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
DEPARTMENTS			
County Clerk - Records Management	$ 26,792	$ -	$ 10,000
County Clerk - Records Archive	-	-	-
County Records Management	33,538	35,000	35,000
Tax Office Auto Dealer	98,603	-	130,000
Breath Alcohol Testing	-	-	1,650
Security Fee	27,718	30,000	40,000
Sheriff - SB 22	191,769	442,145	736,831
DWI Pretrial Division	-	-	-
Law Officer Training	-	-	-
SCAAP Grant	14,547	17,465	26,160
D.A.R.E. Contributions	-	-	-
Family Protection Fee Fund	-	-	-
Deputy Sheriff Education	-	-	-
Constable Pct 1 - Education	-	-	-
Constable Pct 2 - Education	-	-	-
Constable Pct 4 - Education	-	-	-
Constable Pct 6 - Education	-	-	-
Constable Pct 7 - Education	-	-	-
Constable Pct 8 - Education	-	-	-
J.P. Courtroom Technology Fee	18,946	20,000	55,000
District Clerk - Records Management	33,680	17,748	-
Justice Court Building Security	-	-	100,000
Child Abuse Prevention	-	-	-
D.A.'s Forfeiture	1,309	-	87,000
Sheriff's Forfeiture	2,250	255,000	145,000
D.A.'s Hot Check	-	-	-
Justice Court Support Fund	-	-	-
Court Facility Fund	-	-	100,000
Language Access Fund	-	-	-
Local Truancy Prevention	-	-	-
Guardianship Fee	-	-	-
Juvenile Delinquency Prevention	-	-	-
County & District Court Technology Fund	2,556	1,002	12,000
District Court Records Technology Fund	-	-	-
Marine Division	85,949	881,715	456,500
Sheriff - Spindletop Grant	-	-	-
Sheriff - Diversion	70,421	1,356	25,000
Law Library	40,809	55,000	75,000
Hotel Occupancy Tax	156,880	161,383	223,380
Lateral Road - Precinct 1	-	-	-
Lateral Road - Precinct 2	-	-	-
Lateral Road - Precinct 3	-	-	-
Lateral Road - Precinct 4	-	-	-
J C Assistance District 4	-	-	450,000
Total Capital Outlay	$ 805,767	$ 1,917,814	$ 2,708,521

SPECIAL REVENUE FUNDS - SPECIAL PURPOSE FUNDING

DEPARTMENT SUMMARY

	ACTUAL 2024-2025	ESTIMATED 2025-2026	APPROVED 2026-2027
DEPARTMENTS			
Transfers Out			
Marine Division	$ -	$ -	$ 260,000
Total Transfers Out	$ -	$ -	$ 260,000


JEFFERSON COUNTY
TEXAS

CAPITAL PROJECTS

CAPITAL PROJECTS
2026-2027

	BUDGETED 2026-2027	FYTD 2025-2026	ACTUAL 2024-2025	ACTUAL 2023-2024	ACTUAL 2022-2023
Umphrey Park Bulkhead Restoration	$ 647,085	$ -	$ -	$ -	$ -
Labelle Road/Major Drive Extension	5,728,457	97,963	128,770	254,602	879,696
Erie Street	506,329	45,439	208,221	10,450	-
Doggett Ford Park Field Access Road	48,000	-	-	-	-
Mid-County Jail Rehabilitation	2,019,417	1,561,462	1,880,583	-	-
Courthouse Complex Rehabilitation	6,015,189	493,900	4,000	77,400	-
Mequite Point Smaller Boat Ramp	250,000	-	-	-	-
Pct. 1 Northwest Forest Concrete Project	400,000	-	-	-	-
Doggett Ford Park Ball Fields Drainage	50,000	-	-	-	-
Total Capital Projects	$ 15,664,477	$ 2,198,764	$ 2,221,574	$ 342,452	$ 879,696

CAPITAL PROJECTS
2026-2027

Umphrey Park Bulkhead Restoration

This project consists of engineering and consulting services to assist the County in its efforts to secure funding for large-scale restoration of the bulkhead at the Umphrey Park complex. This project has funding in the amount of $647,085 for 2026-2027.

Labelle Road/Major Drive Extension

This project consists of rehabilitation of a recently constructed extension of Major Drive from Hwy 124 to Labelle Road. This project is designed to increase the strength of the road to handle the heavy truck traffic associated with a nearby private sanitation disposal facility. This project has funding in the amount of $5,728,457 for 2026-2027.

Erie Street

The project consists of engineering cost and property easements to design a new road from Erie Street to Spur 93 and purchase of property easements for bridge replacement. Design of this road will be for heavy truck traffic. This project has funding in the amount of $506,329 for 2026-2027.

Doggett Ford Park Field Access Road

This project will track the expenditure related to making concrete repairs to the Access Road Drive for the Doggett Ford Park Fields. This project has funding in the amount of $48,000 for 2026-2027.

Mid-County Jail Rehabilitation

This project consists of rehabilitation of a couple of the existing dorms to expand maximum security housing for inmates to better meet the needs of the jail population. In addition, renovation to other dorms will be started to ensure compliance with Texas Minimum Jail Standards. Funding in the amount of $2,019,417 will come from a 2026-2027 transfer from General Fund reserves in the amount of $1,500,000 and $519,417 from previous year's transfer.

Courthouse Complex Rehabilitation

This project consists of roof and other structures, repairs, and replacements to the Beaumont Courthouse, downtown jail, and area annexes that were damaged from various weather events, termites, and other factors. In addition, multiple floors and areas of the Historical courthouse from previous water damage will have repairs done. Finally, there will be improvements to the plumbing, HVAC, and fire alarm systems of the jail facility connected to the Courthouse. Funding in the amount of $6,015,189 will come from $4,015,189 in transfers from previous years from the General Fund and $2,000,000 from a 2026-2027 transfer form General Fund reserves.

Mesquite Point Smaller Boat Ramp

This project consists of engineering and consulting services to assist the County in its efforts to secure funding for the replacement of boat ramp. Initial funding in the amount of $250,000 will come from a 2026-2027 transfer from General Fund reserves.

Pct 1 Northwest Forest Concrete Project

The project will track the expenditures related to the rehabilitation of multiple concrete streets in the Northwest Forest community. Funding in the amount of $400,000 will come from a previous transfer from the General Fund and $200,000 from a 2026-2027 transfer from General Fund Reserves.

Doggett Ford Park Ball Fields Drainage

This project will track the expenditures related to perform studies and develop a plan of action to address the drainage issues at the ball fields. Initial funding in the amount of $50,000 will come from reallocation of available funds from previous year's transfer from the General Fund.


JEFFERSON COUNTY
TEXAS

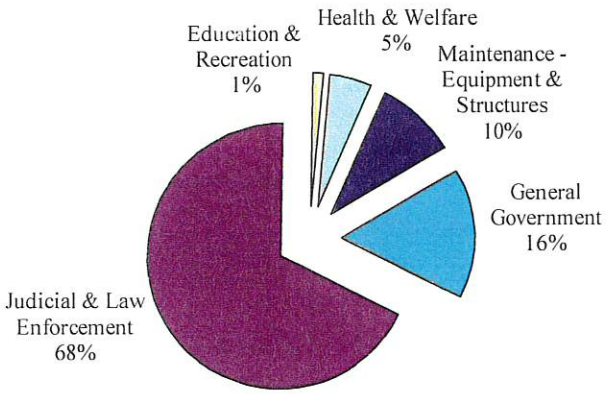
MISCELLANEOUS

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY DEPARTMENT
FULL TIME AUTHORIZED POSITIONS

	Fiscal Year		
	2024-2025	2025-2026	2026-2027
GENERAL FUND			
General Government	159	159	158
Judicial & Law Enforcement	649	655	656
Education & Recreation	8	8	8
Health & Welfare	53	53	53
Maintenance - Equipment & Structures	99	100	100
	968	975	975
SPECIAL REVENUE FUNDS			
General Government	-	-	-
Judicial & Law Enforcement	29	29	30
Education & Recreation	5	5	5
Health & Welfare	-	-	-
Maintenance - Equipment & Structures	-	-	-
	34	34	35
TOTAL BUDGETED FUNDS			
General Government	159	159	158
Judicial & Law Enforcement	678	684	686
Education & Recreation	13	13	13
Health & Welfare	53	53	53
Maintenance - Equipment & Structures	99	100	100
	1,002	1,009	1,010

FY 2026-2027 Personnel



COMPENSATION PLAN

Classified (CCG)

Grade	Minimum	Maximum
27	26,796	40,193
28	27,464	41,197
29	28,152	42,225
30	28,856	43,283
31	29,576	44,365
32	30,315	45,473
33	31,078	46,612
34	31,853	47,778
35	32,647	48,971
36	33,463	50,196
37	34,299	51,451
38	35,160	52,736
39	36,038	54,054
40	36,939	55,406
41	37,862	56,791
42	38,808	58,213
43	39,777	59,667
44	40,771	61,160
45	41,790	62,688
46	42,836	64,253
47	43,908	65,860
48	45,005	67,503
49	46,131	69,195
50	47,283	70,924
51	48,466	72,697
52	49,674	74,514
53	50,918	76,375
54	52,193	78,288
55	53,498	80,243
56	54,832	82,251
57	56,203	84,305
58	57,610	86,415
59	59,051	88,575
60	60,524	90,789
61	62,037	93,060
62	63,593	95,384
63	65,180	97,773
64	66,811	100,213
65	68,477	102,721
66	70,192	105,289
67	71,946	107,921
68	73,746	110,617
69	75,587	113,386
70	77,479	116,217
71	79,417	119,123
72	81,401	122,101
73	83,436	125,156
74	85,523	128,285
75	87,658	131,489
76	89,852	134,775
77	92,099	138,147
78	94,400	141,604
79	96,759	145,140
80	99,177	148,771
81	101,660	152,489
82	104,203	156,301
83	106,804	160,208
84	109,478	164,211
85	112,213	168,320
86	115,020	172,525
87	117,892	176,841
88	120,840	181,261
89	123,860	185,795
90	126,958	190,435

Classified (CCG) (continued)

Grade	Minimum	Maximum
91	130,133	195,197
92	133,382	200,078
93	136,721	205,080
94	140,136	210,205

Other Un-Classified (OTH)

Grade	Minimum	Maximum
1	10,000	250,000

Elected Official (ELE)

Grade	Minimum	Maximum
1	12,500	250,000

Constable's Contract per Hour (CON)

Step	Minimum	Maximum
1	33.4309	33.4309
2	35.3397	35.3397
3	36.8567	36.8567
4	38.3733	38.3733
5	39.7312	39.7312
6	41.1012	41.1012
7	42.3239	42.3239
8	43.5720	43.5720
10	51.5354	51.5354

Law Enforcement Contract per Hour (CLE)

Step	Minimum	Maximum
1	33.7936	33.7936
2	35.9112	35.9112
3	37.4553	37.4553
4	38.9988	38.9988
5	40.3668	40.3668
6	41.7599	41.7599
7	43.0154	43.0154
8	43.6554	43.6554
45	46.6156	46.6156
46	48.8942	48.8942
47	53.9353	53.9353
48	59.1696	59.1696

Detention Contract per Hour (CL2)

Step	Minimum	Maximum
1	23.6861	23.6861
2	27.0271	27.0271
3	28.8765	28.8765
4	30.2869	30.2869
5	32.4140	32.4140
6	33.0731	33.0731
7	34.0669	34.0669
8	34.5756	34.5756
45	42.0896	42.0896
46	45.0300	45.0300
47	49.6724	49.6724
48	54.4932	54.4932

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION
FULL TIME AUTHORIZED POSITIONS

	Grade		FTE
Elected Official	ELE	1	39
Clerical, Administrative & Fiscal			
OFFICE ASSISTANT	CCG	34	1
RECEPTIONIST/CLERK	CCG	34	5
OFFICE SPECIALIST	CCG	38	21
SENIOR OFFICE SPECIALIST	CCG	43	14
ADMINISTRATIVE OFFICE SPECIALIST	CCG	46	8
OFFICE MANAGER	CCG	51	1
ELECTIONS MANAGER	CCG	64	1
ADMINISTRATIVE OPERATIONS MANAGER	CCG	59	8
ADMINISTRATIVE MANAGER TO DISTRICT ATTORNEY	CCG	60	1
DEPUTY COUNTY CLERK	CCG	40	12
SENIOR DEPUTY COUNTY CLERK	CCG	43	11
ADMINISTRATIVE DEPUTY COUNTY CLERK	CCG	53	2
CHIEF DEPUTY COUNTY CLERK	CCG	65	1
COUNTY CLERK ADMINISTRATOR	CCG	61	1
SECRETARY	CCG	38	10
SENIOR SECRETARY	CCG	45	14
ADMINISTRATIVE SECRETARY	CCG	50	11
ACCOUNT CLERK	CCG	40	43
SENIOR ACCOUNT CLERK	CCG	43	6
ACCOUNTING TECHNICIAN	CCG	53	12
COURT CLERK	CCG	40	5
SENIOR COURT CLERK	CCG	43	15
ADMINISTRATIVE AID TO COUNTY JUDGE	CCG	53	1
COURT COORDINATOR	CCG	53	18
ASSOCIATE COURT ADMINISTRATOR	CCG	53	12
CHIEF APPELLATE/WRIT DIVISION ASSISTANT	CCG	53	1
COORDINATOR/INDIGENT DEFENSE	CCG	53	1
SENIOR ACCOUNTING TECHNICIAN	CCG	56	1
DEPUTY DISTRICT CLERK	CCG	40	17
ADMINISTRATIVE DEPUTY DISTRICT CLERK	CCG	53	5
CHIEF DEPUTY DISTRICT CLERK	CCG	65	1
SENIOR DEPUTY DISTRICT CLERK	CCG	43	5
SENIOR BUYER	CCG	49	2
ASSISTANT PURCHASING AGENT	CCG	61	1
PURCHASING AGENT	CCG	75	1
CONTRACT SPECIALIST	CCG	55	1
SYSTEM SUPPORT SPECIALIST I	CCG	49	1
SYSTEM SUPPORT SPECIALIST II	CCG	52	1
PERSONAL COMPUTER TECHNICIAN	CCG	49	4
PERSONAL COMPUTER TECHNICIAN II	CCG	52	1
SENIOR PERSONAL COMPUTER TECHNICIAN	CCG	52	1

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION
FULL TIME AUTHORIZED POSITIONS

	Grade		FTE
ANALYST/PROGRAMMER	CCG	62	2
PROGRAMMER/ANALYST	CCG	65	4
SENIOR PROGRAMMER/ANALYST	CCG	70	1
COMPUTER SYSTEMS ADMINISTRATOR	CCG	68	3
SENIOR ANALYST/PROGRAMMER	CCG	67	1
SENIOR COMPUTER SYSTEMS ADMINISTRATOR	CCG	73	1
ASSISTANT DIRECTOR OF MIS	CCG	79	1
DIRECTOR OF MIS	CCG	86	1
FINANCIAL TECHNICIANS	CCG	48	2
FINANCIAL ANALYST	CCG	59	4
FINANCIAL MANAGER	CCG	71	3
CHIEF DEPUTY TAX ASSESSOR	CCG	69	1
CHIEF DEPUTY COUNTY TREASURER	CCG	54	1
1ST ASSISTANT COUNTY AUDITOR	CCG	79	1
COUNTY AUDITOR	CCG	91	1
BENEFITS COORDINATOR	CCG	68	1
SENIOR BENEFITS ANALYST	CCG	58	2
HUMAN RESOURCE ASSISTANT	CCG	48	1
EMP RELATIONS/COMPENSATION MGR	CCG	66	1
DIRECTOR OF HR & RISK MANAGEMENT	CCG	88	1
SENIOR PERSONNEL SPECIALIST	CCG	56	1
VOTING ASSISTANTS	CCG	41	2
Law Enforcement			
TELECOMMUNICATOR	CCG	42	10
SENIOR TELECOMMUNICATOR	CCG	46	1
TELECOMMUNICATION SENIOR SUPERVISOR	CCG	54	1
ASSISTANT EMERGENCY MANAGEMENT COORDINATOR	CCG	57	1
CHIEF DEPUTY SHERIFF	CCG	77	2
JUVENILE DETENTION OFFICER	CCG	42	14
LEAD JUVENILE DETENTION OFFICE	CCG	50	3
JUVENILE DETENTION SUPERINTENDENT	CCG	70	1
COOK	CCG	31	1
CRIME LAB TECHNICIAN	CCG	48	1
SENIOR LAB TECHNICIAN	CCG	50	1
FORENSIC SCIENTISTS	CCG	69	8
ASSISTANT LAB DIRECTOR	CCG	71	1
DIRECTOR OF CRIME LAB	CCG	72	1
Labor, Trades & Maintenance			
SIGN FABRICATOR	CCG	42	1
PAINTER	CCG	46	1
CARPENTER	CCG	55	3
PLUMBER	CCG	56	1
HEATING, VENT & AC MECHANIC	CCG	57	2

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION
FULL TIME AUTHORIZED POSITIONS

	Grade		FTE
WELDER	CCG	50	1
ELECTRICIAN	CCG	58	2
LEAD PRINTER	CCG	49	1
UTILITY MAINT. WORKER/MULTICRAFT	CCG	40	8
UTILITY MAINT. WORKER - ST&HWY	CCG	44	4
MAINTENANCE TECHNICIAN	CCG	52	1
VAN DRIVER	CCG	36	3
EQUIP OPERATOR/MAINT. WORKER	CCG	47	12
SENIOR EQUIP OPERATOR/MAINT. WORKER	CCG	52	23
AUTOMOBILE MECHANIC	CCG	48	3
HEAVY EQUIPMENT MECHANIC	CCG	53	6
DIRECTOR OF SERVICE CENTER	CCG	59	1
GROUNDSKEEPER	CCG	32	1
BUILDING MAINTENANCE SUPERVISOR	CCG	58	1
SUPERINTENDENT OF BUILDING MAINTENANCE	CCG	62	1
DIRECTOR OF BUILDING MAINTENANCE	CCG	69	1
ROAD FOREMAN	CCG	56	4
ASSISTANT SUPERINTENDENT	CCG	58	3
PRECINCT ROAD SUPERINTENDENT	CCG	69	4
ENGINEERING SPECIALIST	CCG	62	3
SENIOR ENGINEERING SPECIALIST	CCG	67	1
ENGINEERING SUPERINTENDENT	CCG	71	1
ASSISTANT COUNTY ENGINEER	CCG	80	1
DIRECTOR OF ENGINEERING	CCG	86	1
DIRECTOR OF GIS	CCG	68	1
GIS SPECIALIST	CCG	62	1
BOAT MECHANIC	CCG	62	1
AIRCRAFT MECHANIC	CCG	62	1
PILOT/AIRCRAFT MECHANIC	CCG	63	1
PILOT/AVIATION SUPERVISOR	CCG	65	1
PILOT/ MECHANICAL SUPERVISOR	CCG	65	1
HERBICIDE APPL & MAINT WORKER	CCG	42	2
PESTICIDE APPL & MAINT WORKER	CCG	42	2
PESTICIDE APPL & VOTING MACHINE TECH	CCG	43	1
MOSQUITO CONTROL OPERATIONS FOREMAN	CCG	52	2
ENTOMOLOGIST	CCG	62	1
DIRECTOR OF MOSQUITO CONTROL	CCG	75	1
Nursing & Public Health			
PUBLIC HEALTH NURSE	CCG	63	4
DIRECTOR OF NURSING	CCG	72	2
PHARMACIST	CCG	89	1
NURSE PRACTITIONER	CCG	80	2
LVN	CCG	51	1

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION
FULL TIME AUTHORIZED POSITIONS

	Grade		FTE
PHARMACY TECHNICIAN	CCG	36	2
ENVIRONMENTAL HEALTH INSPECTOR	CCG	52	2
DIRECTOR OF ENVIRONMENTAL CONTROL	CCG	66	1
Human & Social Services			
JUVENILE PROBATION OFFICER	CCG	51	9
JUVENILE CASEWORK SUPERVISOR	CCG	61	4
JUVENILE CASEWORK MANAGER	CCG	67	2
JUVENILE MENTAL HEALTH PROFESSIONAL	CCG	61	1
WELFARE CASEWORKER	CCG	49	6
WELFARE CASEWORK SUPERVISOR	CCG	58	2
VETERANS SERVICE SUPERVISOR	CCG	53	1
VETERANS COUNTY SERVICE OFFICER	CCG	61	1
DIRECTOR OF JUV PROB & DETENTION	CCG	85	1
DIRECTOR OF VISITOR'S CENTER	CCG	62	1
COORDINATOR	CCG	40	1
CASE AIDE	CCG	43	2
SENIOR CASE MANAGER	CCG	53	1
CASE COORDINATOR	CCG	43	1
DIRECTOR OF DISPUTE RESOLUTION	CCG	69	1
CASEWORK COORDINATOR - FAMILY COURTS	CCG	43	1
Other Un-Classified or Contract			
DETENTION OFFICER	CL2	1-8	221
BAILIFF	CLE	1-8	7
SHERIFF'S DEPUTY	CLE	1-8	86
UNION ADMIN ASSISTANT	CLE	45/47	5
SERGEANT	CL2/CLE	45	22
LIEUTENANT	CL2/CLE	46	16
CAPTAIN	CL2/CLE	47	14
MAJOR	CL2/CLE	48	2
CONSTABLE DEPUTY	CON	1-10	15
MAGISTRATE	OTH	1	1
ASSOCIATE JUDGE	OTH	1	1
ATTORNEY	OTH	1	31
INVESTIGATOR	OTH	1	6
EXECUTIVE ASSISTANT	OTH	1	2
ASSISTANT TO COUNTY JUDGE	OTH	1	1
COURT REPORTER	OTH	1	14
EMERGENCY MANAGEMENT COORDINATOR	OTH	1	1
AGRICULTURE EXTENSION AGENT	OTH	1	5
Total			1,010

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

ELECTED COUNTY OFFICIALS

Commissioners' Court	Length of Service	Term Expires
Jeff Branick, County Judge	15 Years	12/31/2026
Brandon Willis, Commissioner, Pct. 1	1 Year	12/31/2028
Cary Erickson, Commissioner, Pct. 2	3 Years	12/31/2026
Michael "Shane" Sinegal, Commissioner, Pct. 3	17 Years	12/31/2028
Everette "Bo" Alfred, Commissioner, Pct. 4	23 Years	12/31/2026

OTHER ELECTED COUNTY OFFICIALS

Name	Position	Length of Service	Term Expires
Roxanne Acosta-Hellberg	County Clerk	3 Years	12/31/2026
Keith Giblin	District Attorney	3 Years	12/31/2026
Katherine Carroll	Tax Assessor Collector	1 Year	12/31/2028
Jonathan "Tim" Funchess	County Treasurer	3 Years	12/31/2026
Zena Stephens	Sheriff	9 Years	12/31/2028
Jamie Smith	District Clerk	11 Years	12/31/2026
Naomi Doyle	Justice of the Peace Pct. 1 Pl. 1	5 Years	12/31/2028
Benjamin Collins	Justice of the Peace Pct. 1 Pl. 2	7 Years	12/31/2026
Joseph Guillory II	Justice of the Peace Pct. 2	3 Years	12/31/2026
Justin Chesson	Justice of the Peace Pct. 4	3 Years	12/31/2026
Ransom "Duce" Jones	Justice of the Peace Pct. 6	19 Years	12/31/2026
James Burnett	Justice of the Peace Pct. 7	23 Years	12/31/2026
Kalan Gardner	Justice of the Peace Pct. 8	1 Year	12/31/2026
Jevonne Smith-Pollard	Constable Pct. 1	7 Years	12/31/2028
Christopher Bates	Constable Pct. 2	13 Years	12/31/2028
Charles "Bryan" Werner	Constable Pct. 4	9 Years	12/31/2028
Everett Cormier Sr.	Constable Pct. 6	5 Years	12/31/2028
Robert "Bobby" Adams Jr.	Constable Pct. 7	9 Years	12/31/2028
Gene Winston, Jr.	Constable Pct. 8	3 Years	12/31/2026
Gerald Eddins	Judge, County Court at Law #1	20 Years	12/31/2028
Terrence Holmes	Judge, County Court at Law #2	9 Years	12/31/2028
Clint Woods	Judge, County Court at Law #3	11 Years	12/31/2026
John Stevens	Judge, Criminal District Court	19 Years	12/31/2026
Jayne "Raquel" West	Judge, 252nd District Court	11 Years	12/31/2026
Wayne "Kent" Walston	Judge, 58th District Court	11 Years	12/31/2026
Justin Sanderson	Judge, 60th District Court	9 Years	12/31/2028
Baylor Wortham	Judge, 136th District Court	9 Years	12/31/2028
Mitch Templeton	Judge, 172nd District Court	7 Years	12/31/2026
Jeffrey "Randy" Shelton	Judge, 279th District Court	19 Years	12/31/2026
Gordon Friesz	Judge, 317th District Court	3 Years	12/31/2026

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

APPOINTED OFFICIALS

Name	Position	Length of Service	Term Expires
Frances Lee	County Auditor	2 Year	12/31/2026
Deborah Clark	Purchasing Agent	17 Years	12/31/2026
Michelle Falgout	Engineering	5 Years	
Alex Rupp	Airport	13 Years	
Jose "Joe" Zurita, Jr	Service Center	10 Years	
Greg Keller	Buildings Maintenance - Beaumont	8 Years	
Kenneth Shepherd	Buildings Maintenance - Port Arthur	5 Years	
Vacant	Court Master		
Jeff Ross	MIS	6 Years	
Kara Hawthorn	Dispute Resolution Center	15 Years	
Tyler Fitzgerald	Agricultural Extension Service	5 Years	
Robert Grimm	Emergency Management	3 Years	
Rhonda Conlin	Environmental Control	10 Years	
Dr. Ezea Ede	Health and Welfare Units	5 Years	
Leslie Riggs	Nurse Practitioner	15 Years	
Verenice Rosales	Human Resources & Risk Management	4 Years	
Edward Cockrell	Juvenile Probation & Detention	15 Years	
Bart Foster	Mosquito Control	< 1 Year	
Pamela Burchfield	Veterans Services Offices	1 Year	

CONSULTANTS AND ADVISORS

Certified Public Accountants	Pattillo, Brown, & Hill, LLP Waco, Texas
Co-Bond Counsel	Creighton, Fox, Johnson & Mills PLLC and Germer PLLC Beaumont, Texas
Financial Advisor	U.S. Capital Advisors, Houston, Texas

JEFFERSON COUNTY, TEXAS

MISCELLANEOUS STATISTICS

Date of Creation 1836

Date of Organization 1837

Location
Upper Texas Coast
Component of Beaumont-Port Arthur MSA

County Seat
Beaumont, Texas

Economy Base
Petroleum refining
Production and processing of petrochemicals
Fabrication of steel and steel products
Shipping activity
Manufacture of wood, pulp, food, and feed products
Agriculture
Health care services

Land Area (A)	876.3 square miles
Maintained Roads	374.86
Bond Rating	"Aa2" Moody's Investors Service, Inc. "AA-" Standard & Poor's Ratings Services

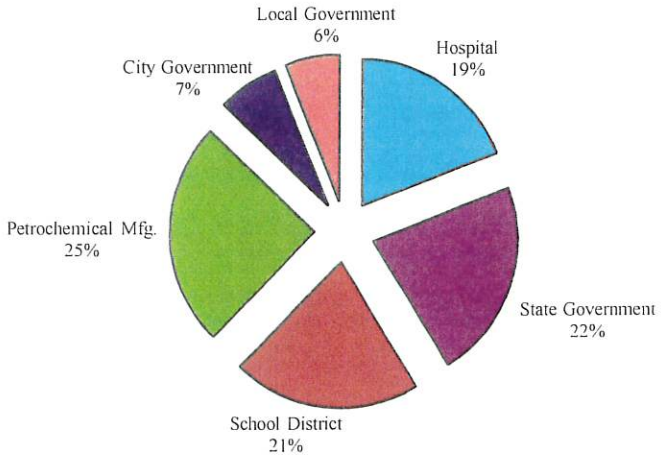
JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

Employment Statistics (A)

Fiscal Year	Civilian Labor Force	Total Employment	Total Unemployment	Percent Unemployment
2017	112,215	104,235	7,980	7.1%
2018	111,802	104,955	6,847	6.1%
2019	111,178	104,981	6,197	5.6%
2020	110,294	97,698	12,596	11.4%
2021	107,199	97,218	9,981	9.3%
2022	106,419	100,070	6,349	6.0%
2023	108,942	102,435	6,507	6.0%
2024	113,810	107,142	6,668	5.9%
2025	115,375	109,071	6,304	5.5%
2026 (B)	115,167	108,222	6,945	6.0%

Top Ten Major Employers County (C)

Company	Industry	Employees
State of Texas	State Government	4,101
Beaumont ISD	School District	2,550
Exxon Mobil Oil Corporation	Petrochemical Mfg.	2,152
Memorial Hermann Baptist Hospital	Hospital	1,846
Christus Health Southeast Texas	Hospital	1,723
Motiva Enterprises	Petrochemical Mfg.	1,687
Port Arthur ISD	School District	1,373
City of Beaumont	City Government	1,262
Jefferson County	Local Government	1,134
Valero	Petrochemical Mfg.	791



(A) Source: Labor Market Statistics - Texas Workforce Commission

(B) Average through end of June, 2026 (not finalized).

(C) Source: Local surveys

JEFFERSON COUNTY, TEXAS

MISCELLANEOUS STATISTICS

Population (A)

Year	County	City of Beaumont	City of Port Arthur	Beaumont-Port Arthur MSA
1960	245,659	119,175	66,676	306,016
1970	246,402	117,548	57,371	347,568
1980	250,938	118,102	61,195	375,497
1990	239,397	114,323	58,724	361,226
2000	252,051	113,866	57,755	385,090
2010	252,277	118,296	53,818	388,749
2020	256,526	115,282	56,039	397,565
Current Estimate	254,321	112,967	55,804	399,310

Demographics

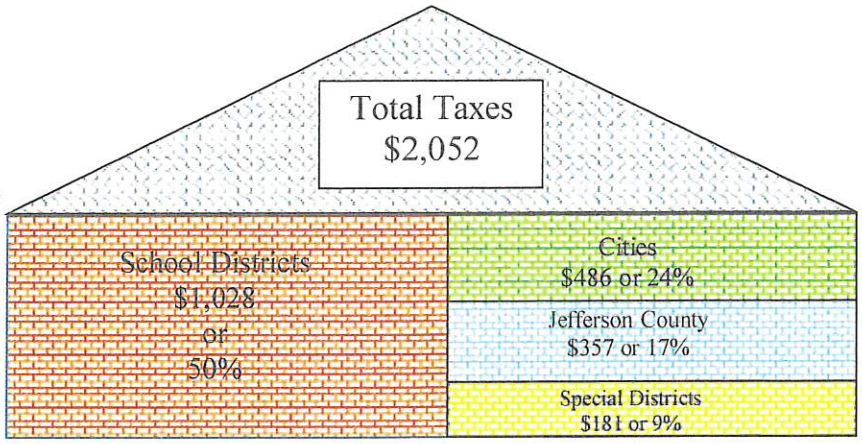
Fiscal Year	Population (a)	Median Household Income (b)	Median Age (a)	School Enrollment (a)
2016	254,308	$ 42,505	35.9	60,809
2017	254,679	$ 44,965	36.0	59,927
2018	256,299	$ 44,965	36.0	59,927
2019	255,001	$ 48,463	36.0	59,845
2020	256,526	$ 55,797	37.1	59,784
2021	253,704	$ 46,547	36.7	59,784
2022	250,830	$ 55,575	37.0	47,418
2023	251,496	$ 55,065	37.2	44,017
2024	253,948	$ 59,298	37.1	40,983
2025	254,321	$ 60,026	37.0	44,367

(A) Source: http://www.census.gov

(B) Source: Texas Workforce Commission

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

Property Tax Analysis for a $100,000 Home in Tax Year 2025 (A)



County taxes for fiscal year 2025-2026 would be $357.00 for a $100,000 home based on the property tax of .357000¢ per $100 valuation. The County taxes for fiscal year 2026-2027 would be $357.00 for a $100,000 home based on the property tax rate of .357000¢ per $100 valuation.

Ten Year History of Abated Property Tax Values (B)

Tax Year	# of Companies	Value Loss Due to Abatement	Tax Loss	Tax Rate
2016	17	1,176,803,900	4,295,334	0.00365000
2017	21	1,760,143,390	6,424,119	0.00364977
2018	16	2,206,406,841	8,052,877	0.00364977
2019	17	2,866,898,917	10,463,522	0.00364977
2020	21	3,664,207,285	13,373,514	0.00364977
2021	18	3,144,345,119	11,419,758	0.00363184
2022	19	3,685,831,448	13,386,350	0.00363184
2023	20	5,238,440,930	18,806,003	0.00359000
2024	20	6,446,141,153	23,012,724	0.00357000
2025	18	5,505,709,259	19,655,382	0.00357000
			$ 128,889,583	

(A) Source: http://www.jcad.org
(B) Source: http://www.jcad.org/reports_abate.aspx

GLOSSARY OF TERMS

Accrual Basis—A basis of accounting in which transactions are recognized at the time they are incurred, as opposed to when cash is received or spent.

Actual - Final audited revenue or expenditure data for the fiscal year indicated.

Ad Valorem Tax — A tax levied against the value of real or personal property. Valuations are assessed by Jefferson County Appraisal District.

Allocation—Component of an appropriation earmarking expenditures for a specific purpose and/or level of organization.

Appropriation—A legal authorization to incur obligations and to make expenditures for specific purposes.

Appraisal Value – To make an estimate of value for the purpose of taxation.

Appraisal District – An independent governmental entity responsible for appraising property within a county. The Appraisal District certifies the county assessed valuations.

Assessed Valuation—The valuation set upon real estate and certain personal property by the Assessor as a basis for levying property taxes.

Asset—Resources owned or held by a government which have monetary value.

Available Fund Balance—The portion of a fund's balance that is not restricted for a specific purpose and may be used for general appropriation.

Balanced Budget – According to GAAP a balanced budget is one in which the total expenditures do not exceed the total resources, or total estimated revenues plus reserves.

Bond—A written promise to pay to things: 1) a principle amount on a specified date, and 2) a series of interest payments for the term of the bond.

Bond Rating—Organizations like Standard and Poor's and Moody's rate the riskiness of government-issued securities and gives each security a bond rating.

Bonded Indebtedness -- The total amount of principle and interest due on bonds which have been sold to finance capital projects such as streets, bridges, and buildings. The most prevalent types of bonds are general obligation or revenue bonds.

Bond Refunding—The payoff and re-issuance of bonds, to obtain better interest rates and/or bond conditions.

GLOSSARY OF TERMS

Budget—A plan of financial activity for a specified period of time (fiscal year or biennium) indicating all planned revenues and expenses for the budget period.

Budget Amendment – A change in the authorized level of funding for an organization or line item account code that increases the total budget. Ideally, amendments increase total revenues and total expenditures by an equal amount. Amendments are made only with Commissioners' Court approval.

Budgetary Basis—This refers to the basis of accounting used to estimate financing sources and uses in the budget. These generally take one of three forms: GAAP, cash, or modified accrual.

Budget Calendar—The schedule of key dates, which a government follows in the preparation and adoption of the budget.

Budgetary Control—The control or management of a government in accordance with the approved budget for the purpose of keeping expenditures within the limitations of available appropriations and resources.

Callable – A financing term referring to debt service bonds which means the bonds can be retired, or paid off, earlier than the due date without penalty.

Capital Expenditures – Includes all purchases that will be capitalized, both items purchased within individual departments and purchased with capital project funds. Also includes items formerly classified as capital whose purchase amount is between $5,000 and $9,999.99 for content insurance purposes.

Capital Outlay—(Also known as capital assets) - Fixed assets which meets the estimated useful life and monetary cost criteria and warrants capitalization in the financial statements. All items owned by an organization can rightfully be considered assets, but as a practical matter, organizations do not capitalize all of them. Jefferson County's monetary criteria is $10,000 or more and with a useful life of more than one year.

Capital Project—Major construction, acquisition, or renovation activities which add value to a government's physical assets or significantly increases their useful life. Also called capital improvements.

Capital Project Fund – A fund used to account for the financial resources designated for major capital acquisitions of construction. Separate funds are required for each capital project per GAAP.

Capitalization – An accounting treatment whereby an item is recorded as an asset on the balance sheet rather than as an expense of the current period.

Cash Basis—A basis of accounting in which transactions are recognized only when cash is increased or decreased.

GLOSSARY OF TERMS

Categorical – A method of accounting for expenditures in summary format (i.e. salaries & wages, fringe benefits, materials & supplies, maintenance & utilities, & miscellaneous services).

Certificates of Obligation – Debt instruments, similar to bonds, sold to the public to finance the county's capital projects. This type of debt is usually repaid in annual installments over a period of 5 – 25 years.

Charges for Services – see Fees of Office.

Contingency—A budgetary reserve set-aside for emergencies or unforeseen expenditures not otherwise budgeted.

Contractual Services—Services rendered to a government by private firms, individuals, or other governmental agencies. Examples include rent, maintenance agreements, and professional consulting services.

Current Taxes – Taxes that are levied and collected prior to being delinquent. The tax year begins October 1st. Taxes are delinquent on February 1st, after which time penalty and interest charges accrue.

Debt Service—The cost of paying principal and interest on borrowed money according to a predetermined payment schedule.

Debt Service Fund – A fund used to account for the accumulation and disbursement of resources associated with the county's debt obligations. Statutorily separate funds are required for each debt obligation.

Delinquent Taxes – Taxes that remain unpaid at February 1st. Taxes are delinquent on February 1st, after which time penalty and interest charges accrue. Attorney fees are assessed beginning July 1st.

Department (Organization) – The organizational unit which is functioning separately in its delivery of service.

Disbursement—The expenditure of monies from an account.

Employee (or Fringe) Benefits—Contributions made by a government to meet commitments or obligations for employee fringe benefits. Included are the government's share of costs for Social Security and the various pensions, medical, and life insurance plans.

Encumbrance—The commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a specified future expenditure.

Estimated Revenue – The amount of projected revenue for the fiscal cycle. Projections are generally based on prior experiences or increased fees.

GLOSSARY OF TERMS

Expenditure—The payment of cash on the transfer of property or services for the purpose of acquiring an asset, service, or settling a loss.

Expense—Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest, or other charges.

Fees (Fees of Office) – Revenue charged or charged for services by various county departments to provide a service to the public or another governmental entity.

Fines and Forfeitures – Revenue generated through fines assessed by various courts. Forfeitures are payment as penalty assessed by the Courts through bail bond and property forfeitures.

Fiscal Policy—A government's policies with respect to revenues spending and debt management as these relate to government services, programs, and capital investment. Fiscal policy provides an agreed-upon set of principles for the planning and programming of government budgets and their funding.

Fiscal Year—A twelve-month period designated as the operating year for accounting and budgeting, and financial reporting purposes. Jefferson County's fiscal year is October 1st through September 30th.

Fund—A fiscal entity with revenues and expenses, which are segregated for the purpose of carrying out a specific purpose or activity.

Fund Balance - The excess of the assets of a fund over its liabilities, reserves, and carryover.

Generally Accepted Accounting Principles (GAAP) – Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules, and procedures that define accepted accounting principles.

General Obligation Bond—This type of bond is backed by the full faith, credit, and taxing power of the government.

Goal – A statement of broad direction, purpose, or intent based on the needs of the community. A goal is general and timeless.

Grants – A contribution by a government agency or other organization to support a particular function. Grants may be classified as either operational or capital and they are restricted for specific purposes. Because grants are presented to the Commissioners' Court throughout the year, the grant budgets and accountings are maintained separately from this document.

Hourly—An employee who fills a temporary or short-term position. Such employees provide contingency staffing for government operations during peak workloads or to address temporary staffing needs. Hourly employees are paid on a per-hour basis and receive limited benefits.

GLOSSARY OF TERMS

Interfund Transfers – The movement of monies between funds of the same governmental entity.

Intergovernmental Revenue – Funds received from federal, state, and local government sources in the form of grants and shared revenues.

Levy—To impose taxes for the support of government activities.

Line-Item Budget—A budget prepared along departmental lines that focuses on what is to be bought.

Long-Term Debt—Debt with a maturity of more than one year after the date of issuance.

Mandate – A formal order from State authorities to County government to make mandatory.

Maintenance and Utilities— Expenditures made for maintenance of buildings, vehicles and equipment, and utilities such as electricity, water, and gas necessary to conduct departmental operations.

Materials and Supplies—Expendable materials and operating supplies necessary to conduct departmental operations.

Modified Accrual Basis – Revenues are recognized in the accounting period in which they become available and measurable. Expenditures are recognized in the accounting period in which the fund liability is incurred.

Non-callable – A financing term referring to debt service bonds which means the bonds cannot be retired, or paid off, earlier than the due date.

Objective—Something to be accomplished in specific, well-defined, and measurable terms and that is achievable within a specific time frame.

Obligations—Amounts which a government may be legally required to meet out of its resources. They include not only actual liabilities, but also encumbrances not yet paid.

Operating Revenue—Funds that the government receives as income to pay for ongoing operations. It includes such items as taxes, fees from specific services, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services.

Operating Expenses—The cost for personnel, materials, and equipment required for a department to function.

Output Indicators – A unit of work accomplished, without reference to the resources required to do the work. Output indicators do not reflect the effectiveness or efficiency of the work performed.

GLOSSARY OF TERMS

Other Financing Sources – Includes transfers from other funds, sale of capital assets, insurance proceeds, bond proceeds, and other funding that is not considered to be revenue according to GAAP.

Other Financing Uses – Includes transfers to other funds and other funding that is not considered expenditures according to GAAP.

Pay-as-you-go Basis – A term used to describe a financial policy by which capital outlays are purchased from current resources rather than through borrowing.

Performance Indicators – Specific quantitative and/or qualitative measures of work performed as an objective of specific departments or programs. Data is collected to establish trend patterns concerning workloads and/or determine how effective or efficient a program is in achieving its objectives.

Personal Services—Expenditures for salaries, wages, and fringe benefits of a government's employees.

Program—A group of related activities performed by one or more organizational units for the purpose of accomplishing a function for which the government is responsible.

Records Management – This term applies to the management of county records and government documents. Fees are budgeted for collection and expenses for the safeguarding of records according to the Texas Records Management Act.

Reserve—An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

Resolution – A special or temporary order of a legislative body; an order of a legislative body requiring less legal formality than an ordinance or statute.

Resources—Total amounts available for appropriation including estimated revenues, fund transfers, and beginning balances.

Revenue—Sources of income financing the operations of government.

Salaries & Wages – The cost of all labor related expenses required for a department to function, including but not limited to salaries, merit, cost of living adjustments, etc.

Source of Revenue—Revenues are classified according to their source or point of origin.

Special Revenue Funds – These funds are set up to keep track of segregated revenue activities.

Statute – A law enacted by the legislative assembly.

Tax Rate – A percentage applies to all taxable property to raise general revenues.

GLOSSARY OF TERMS

Tax Rate Limit – The maximum rate at which a government may levy a tax. The limit may apply to taxes raised for a particular purpose, or to taxes imposed for all purposes, and may apply to a single government, to a class of governments, or to all governments operating in a particular area. Overall tax rate limits usually restrict levies for all purposes and of all governments, state, and local, having jurisdiction in a given area.

Tax Levy—The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

Taxes—Compulsory charges levied by a government for the purpose of financing services performed for the common benefit of the people. This term does not include specific charges made against particular persons or property for current or permanent benefit, such as special assessments.

Transfers In/Out—Amounts transferred from one fund to another to assist in financing the services for the recipient fund.

Unencumbered Balance – The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purposes.

Unreserved Fund Balance—The portion of a fund's balance that is not restricted for a specific purpose and is available for general appropriation.

User Charges—The payment of a fee for direct receipt of a public service by the party who benefits from the service.

GLOSSARY OF TERMS

ACROYNMS

AC - Air Conditioning

ADA - American with Disabilities Act

BMT - Beaumont

CCTV - Close Circuit Television

CD - Compact Disc

CEPRA - Coastal Erosion Planning and Response Account

CI - Criminal Investigation

COLA - Cost of Living Increase

CPI - Consumer Price Index

DA - District Attorney

DARE - Drug Abuse Resistance Education

DR - Doctor

DVD - Digital Versatile Disk

FAA - Federal Aviation Administration

FTE - Full-time Equivalent

GAAP - General Accepted Accounting Principles

GC/MC - Gas chromatograph/mass spectrometer

GFOA - Government Finance Officer Association

GIS - Geographic Information System

HP - Hewlett Packard

HP - Horse Power

GLOSSARY OF TERMS

ACROYNMS - continued

HR - Hour

HR - Human Resources

H&W - Health & Welfare

HWY - Highway

IA - Internal Affairs

IBM - International Business Machines

ID - Identification

ISD - Independent School District

JC - Jefferson County

JP - Justice of the Peace

LGC - Local Government Code

LNG - Liquified Natural Gas

LT - Lieutenant

MB - Megabyte

MFG - Manufacturing

MIS - Management Information Systems

MSA - Metropolitan Statistical Area

NO - Number

PA - Port Arthur

PCT - Precinct

RAM – Random Access Memory

GLOSSARY OF TERMS

ACROYNMS - continued

RFP - Request for Proposal

ROW – Right of Way

RTV - Rugged Terrain Vehicle

SCAAP - State Criminal Alien Assistance Program

ST - State

SUV - Sports Utility Vehicle

TXDOT - Texas Department of Transportation

UHF - Ultra High Frequency

US - United States

VOIP - Voice over Internet Protocol

APPENDIX

2026 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

Jefferson County	409-835-8501
Taxing Unit Name	Phone *(area code and number)*
1149 Pearl Street Beaumont, TX ,77701	www.co.jefferson.tx.us
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.[1] Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

https://jeffcotax.com/property-tax/tax-rate-calculations-worksheets

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[2]	$ 34,022,060,557
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[3]	$ 2,331,608,921
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 31,690,451,636
4.	**Prior year total adopted tax rate.**	$ 0.357000 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.**	
	A. **Original prior year ARB values:** $ 2,211,583,979	
	B. **Prior year values resulting from final court decisions:** - $ 976,057,534	
	C. **Prior year value loss.** Subtract B from A.[4]	$ 1,235,526,445

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(14)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:** ..... $ 1,115,788,290 **B. Prior year disputed value:** ..... - $ 720,621,070 **C. Prior year undisputed value.** Subtract B from A. [5]	$ 395,167,220
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.	$ 1,630,693,665
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 33,321,145,301
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year.** Enter the prior year value of property in deannexed territory. [6]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: ..... $ 134,962,291 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: ..... + $ 537,365,887 **C. Value loss.** Add A and B. [7]	$ 672,328,178
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. **A. Prior year market value:** ..... $ 0 **B. Current year productivity or special appraised value:** ..... - $ 0 **C. Value loss.** Subtract B from A. [8]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 672,328,178
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [9] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 15,782,079
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 32,633,035,044
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 116,499,935
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [10]	$ 1,010,348
17.	**Adjusted prior year levy with refunds.** Add Lines 15 and 16. [11]	$ 117,510,283

[5] Tex. Tax Code §26.012(13)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(15)
[9] Tex. Tax Code §26.03(c)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [12]	
	A. Certified values: ..... $ 34,870,581,719	
	B. Counties: Include railroad rolling stock values certified by the Comptroller's office: ..... + $ 27,208,461	
	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - $ 0	
	D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. [13] Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.[14] Enter the total from Form 50-110 ..... - $ 17,099,659	
	E. Total current year value. Add A and B, then subtract C and D.	$ 34,880,690,521
19.	**Total value of properties under protest or not included on certified appraisal roll.** [15]	
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [16] ..... $ 58,710	
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [17] ..... + $ 0	
	C. Total value under protest or not certified. Add A and B.	$ 58,710
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[18]	$ 2,403,001,148
21.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [19] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[20] If completing this line, the taxing unit must include supporting documentation in Section 9.[21] Taxing units that are not affected, enter 0.	$ 0
22.	**Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[22]	$ 32,477,748,083
23.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [23]	$ 0
24.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [24]	$ 345,843,601

[12] Tex. Tax Code §§26.012(6) and 26.04(c-2)
[13] Tex. Tax Code §26.03(c)
[14] Tex. Tax Code §26.03(e)
[15] Tex. Tax Code §26.01(c) and (d)
[16] Tex. Tax Code §26.01(c)
[17] Tex. Tax Code §26.01(d)
[18] Tex. Tax Code §26.012(6)(B)
[19] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[20] Tex. Tax Code §26.012(1-a)
[21] Tex. Tax Code §26.04(d-3)
[22] Tex. Tax Code §26.012(6)
[23] Tex. Tax Code §26.012(17)
[24] Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	**Total adjustments to the current year taxable value.** Add Lines 23 and 24.	$ 345,843,601
26.	**Adjusted current year taxable value.** Subtract Line 25 from Line 22.	$ 32,131,904,482
27.	**Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [25]	$ 0.365712 /$100
28.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [26]	$ 0.365712 /$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing units' overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.[27] This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet		Amount/Rate
29.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.		$ 0.339889 /$100
30.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*		$ 33,321,145,301
31.	**Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100.		$ 113,254,907
32.	**Adjusted prior year levy for calculating NNR M&O rate.**		
	A. **M&O taxes refunded for years preceding the prior tax year.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year.	+ $ 958,140	
	B. **Prior year taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0.	– $ 9,458	
	C. **Prior year transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0.	+/- $ 0	
	D. **Prior year M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function.	$ 948,682	
	E. Add Line 31 to 32D.		$ 114,203,589
33.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*		$ 32,131,904,482
34.	**Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100.		$ 0.355421 /$100

[25] Tex. Tax Code §26.04(c)
[26] Tex. Tax Code §26.04(d)
[27] Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet		Amount/Rate
35.	**Rate adjustment for state criminal justice mandate.** [28]		
	A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 5,859,719	
	B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	– $ 4,836,510	
	C. Subtract B from A and divide by Line 33 and multiply by $100	$ 0.003184 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.003184 /$100
36.	**Rate adjustment for indigent health care expenditures.** [29]		
	A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose.	$ 4,618,896	
	B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose.	– $ 4,466,089	
	C. Subtract B from A and divide by Line 33 and multiply by $100	$ 0.000475 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000475 /$100
37.	**Rate adjustment for county indigent defense compensation.** [30]		
	A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose.	$ 2,773,610	
	B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose.	$ 2,677,755	
	C. Subtract B from A and divide by Line 33 and multiply by $100	$ 0.000298 /$100	
	D. Multiply B by 0.05 and divide by Line 33 and multiply by $100	$ 0.000416 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0.000298 /$100
38.	**Rate adjustment for county hospital expenditures.** [31]		
	A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	$ 0	
	B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100	$ 0.000000 /$100	
	D. Multiply B by 0.08 and divide by Line 33 and multiply by $100	$ 0.000000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0.000000 /$100

[28] Tex. Tax Code §26.044
[29] Tex. Tax Code §26.0441
[30] Tex. Tax Code §26.0442
[31] Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. **A.** **Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. $ 0 **B.** **Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year $ 0 **C.** Subtract B from A and divide by Line 33 and multiply by $100 $ 0.000000 /$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100
40.	**Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	$ 0.359378 /$100
41.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. **A.** Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent $ 45,267,934 **B.** Divide Line 41A by Line 33 and multiply by $100 $ 0.140881 /$100 **C.** Add Line 41B to Line 40.	$ 0.500259 /$100
42.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	$ 0.517768 /$100
D42.	***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** [32] If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: **A.** The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 [33] $ /$100 **- or -** **B.** The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. [34] Complete Section 5 through Line 68 to complete D42(B). a. Enter the **disaster relief cost.** $ b. **Disaster relief rate**. Divide Line D42(B)(a) by Line 26 and multiply by 100 $ /$100 c. Add Line D42(B)(b) to Line 42. $ /$100 d. Enter the **current year unused increment rate** from Line 68 $ /$100 e Add Line D42(c) to Line D42(d). $ /$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. **C.** Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). [35] If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	$ /$100

[32] Tex. Tax Code §26.042
[33] Tex. Tax Code §26.042(a-2)(1)
[34] Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)
[35] Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes; **(2)** are secured by property taxes; **(3)** are scheduled for payment over a period longer than one year; and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [36] Enter debt amount ..... $ 926,750 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 350,000 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ 0 **D.** Subtract **amount paid** from other resources ..... – $ 0 **E. Adjusted debt.** Subtract B, C and D from A.	$ 576,750
44.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [37]	$ 162,226
45.	**Adjusted current year debt.** Subtract Line 44 from Line 43E.	$ 414,524
46.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [38] ..... 99.00 % **B.** Enter the prior year actual collection rate. ..... 98.86 % **C.** Enter the 2024 actual collection rate. ..... 99.25 % **D.** Enter the 2023 actual collection rate. ..... 98.17 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [39]	99.00 %
47.	**Current year debt adjusted for collections.** Divide Line 45 by Line 46E.	$ 418,711
48.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 32,477,748,083
49.	**Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100.	$ 0.001289 /$100
50.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49.	$ 0.519057 /$100
D50.	***Disaster Line 50 (D50):* Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	$ 0.000000 /$100
51.	**COUNTIES ONLY.** Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	$ 0.519057 /$100

[36] Tex. Tax Code §26.012(7)
[37] Tex. Tax Code §§26.012(10) and 26.04(b)
[38] Tex. Tax Code §26.04(b))
[39] Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters.[40] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ 0
53.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.[41] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95.[42] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 45,267,934
54.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 32,477,748,083
55.	**Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100.	$ 0.139381 /$100
56.	**Current year NNR tax rate, unadjusted for sales tax.**[43] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet.*	$ 0.365712 /$100
57.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	$ 0.365712 /$100
58.	**Current year voter-approval tax rate, unadjusted for sales tax.**[44] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *M&O and Debt Tax Rate Worksheet.*	$ 0.519057 /$100
59.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58.	$ 0.379676 /$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ.[45] The taxing unit shall provide its tax assessor-collector with a copy of the letter.[46]	$ 0
61.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 32,477,748,083
62.	**Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100.	$ 0.000000 /$100
63.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	$ 0.379676 /$100

[40] Tex. Tax Code §26.041(d)
[41] Tex. Tax Code §26.041(i)
[42] Tex. Tax Code §26.041(d)
[43] Tex. Tax Code §26.04(c)
[44] Tex. Tax Code §26.04(c)
[45] Tex. Tax Code §26.045(d)
[46] Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [47] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [48]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [49]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [50] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [51]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [52]

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	**Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value**	
	A. Voter-approval tax rate (Line 69)	$ 0.400506 /$100
	B. Unused increment rate (Line 68)	$ 0.014091 /$100
	C. Subtract B from A	$ 0.386415 /$100
	D. Adopted Tax Rate	$ 0.357000 /$100
	E. Subtract D from C	$ 0.029415 /$100
	F. 2025 Total Taxable Value (Line 61)	$ 32,386,393,503
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 9,526,457
65.	**Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.390797 /$100
	B. Unused increment rate (Line 67)	$ 0.026242 /$100
	C. Subtract B from A	$ 0.364555 /$100
	D. Adopted Tax Rate	$ 0.357000 /$100
	E. Subtract D from C	$ 0.007555 /$100
	F. 2024 Total Taxable Value (Line 60)	$ 30,794,029,258
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 2,326,488
66.	**Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.645212 /$100
	B. Unused increment rate (Line 66)	$ 0.300795 /$100
	C. Subtract B from A	$ 0.344417 /$100
	D. Adopted Tax Rate	$ 0.359000 /$100
	E. Subtract D from C	$ -0.014583 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 29,593,287,768
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
67.	**Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G	$ 11,852,945
68.	**2026 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.036495 /$100
69.	**Total 2026 voter-approval tax rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	$ 0.416171 /$100

[47] Tex. Tax Code §26.013(b)
[48] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[49] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[50] Tex. Tax Code §26.0501(a) and (c)
[51] Tex. Local Gov't Code §120.007(d)
[52] Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [53]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [54]

Line	De Minimis Rate Worksheet	Amount/Rate
70.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.359378 /$100
71.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 32,477,748,083
72.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100.	$ 0.001539 /$100
73.	**Current year debt rate.** Enter the rate from Line 49 of the *M&O and Debt Tax Rate Worksheet.*	$ 0.001289 /$100
74.	**De minimis rate.** Add Lines 70, 72 and 73.	$ 0.362206 /$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. [55]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	**2025 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0.357000 /$100
76.	**Adjusted 2025 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [56] If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [57] Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	$ 0.000000 /$100
77.	**Increase in 2025 tax rate due to disaster.** Subtract Line 76 from Line 75.	$ 0.000000 /$100
78.	**Adjusted 2025 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 32,633,035,044
79.	**Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100.	$ 0
80.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 32,131,904,482
81.	**Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [58]	$ 0.000000 /$100
82.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	$ 0.416171 /$100

[53] Tex. Tax Code §26.012(8-a)
[54] Tex. Tax Code §26.063(a)(1)
[55] Tex. Tax Code §26.042(b)
[56] Tex. Tax Code §26.042(c)
[57] Tex. Tax Code §26.042(b)
[58] Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.365712 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 28

Voter-approval tax rate. ..... $ 0.416171 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 69

De minimis rate. ..... $ 0.362206 /$100
If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [59]

print here ➧ Kate Carroll
Printed Name of Taxing Unit Representative

sign here ➧ Kate Carroll
Taxing Unit Representative

07-29-26
Date

[59] Tex. Tax Code §26.04(c-2) and (d-2)


JEFFERSON COUNTY
TEXAS


JEFFERSON COUNTY
TEXAS

NOTICE OF FEES CHARGED BY THE SHERIFF AND CONSTABLES OF JEFFERSON COUNTY, TEXAS
EFFECTIVE January 1, 2027

On the 8th day of September 2026, the Commissioners' Court of Jefferson County, Texas, pursuant to the provisions of Section 118.131, Local Government Code, hereby set the following fees to be charged by the offices of Sheriff and Constables of Jefferson County, TX to become effective January 1, 2027

Notices/Writs/Services - All Courts		Service Fee	
Bill of Review		$100.00	
Certified Mail		$100.00	
Citations – All types		$100.00	
Commission to take Oral Deposition		$200.00	
Constable's Deed of Sale		$100.00	
Eviction Citation (Forcible Entry/Detainer)		$100.00	
Ex-Parte Protective Order		$100.00	
Justice Court Citation		$100.00	
Justice Court Subpoena		$100.00	
Magistrate Emergency Protective Order		$100.00	
Notice By Publication		$100.00	
Notice of An Application for A Protective Order		$100.00	
Notice of Garnishment		$100.00	
Notice of Hearing		$100.00	
Notice of Substituted Trustee Sale		$200.00	
Notice to Show Cause		$100.00	
Notice to Take Deposition (Oral/Written)		$100.00	
Notice/Precept to Serve/Ex Parte Order		$100.00	
Order of Sale/Tax*		$200.00	
	Commissions:	7% plus all cost of sale/settlement	
Posting Written Notice – All types		$100.00	
Protective Order		$100.00	
Subpoena/Summons (Civil)		$100.00	
Tax Warrant		$100.00	
Temporary Ex Parte Protective Order		$100.00	
Writ of Assistance for Repossession of Aircraft		$200.00	up to 2 hours per deputy and $75 per hour per deputy after 2 hours
Writ of Attachment		$200.00	
Writ of Certiorari		$200.00	
Writ of Execution*		$200.00	up to 2 hours per deputy and $75 per hour per deputy after 2 hours
	Commissions:	7% with sale (no maximum) 7% of settlement without sale (no maximum)	
Writ of Garnishment		$200.00	
Writ of Habeas Corpus		$200.00	
Writ of Injunction		$200.00	
Writ of Order of Sale*		$200.00	
	Commissions:	7% with sale (no maximum) 7% of settlement without sale (no maximum)	
Writ of Possession		$200.00	up to 2 hours per deputy and $75 per hour per deputy after 2 hours
Writ of Possession/(non-eviction) Personal Property		$200.00	
Writ of Re-Entry		$200.00	
Writ of Retrieval		$200.00	up to 2 hours per deputy and $75 per hour per deputy after 2 hours
Writ for Removal of Unauthorized Occupants (Squatters)		$200.00	
Writ of Sequestration		$200.00	
Writ of Temporary Injunction/Restraining Order		$200.00	
Writ of Turnover Order		$200.00	up to 2 hours per deputy and $75 per hour per deputy after 2 hours

Other Fees:	
Local Youth Diversion Administrative Fee	$50.00

Warrants:		
Criminal Subpoena	$10.00	plus mileage
Warrant - AFRS	$75.00	
Warrant for Arrest	$75.00	
Capias (All)/Pro Fine	$75.00	
Warrants (All Courts)	$75.00	
Distress Warrants	$200.00	
ALL OTHER NOTICES NOT SPECIFICALLY LISTED	$100.00	
ALL OTHER WRITS NOT SPECIFICALLY LISTED	$200.00	

* With plaintiff to withhold or release levy, withhold collection, cancel or recall writ without Constable completing collection of judgment costs (except Tax Foreclosure Order of Sale) $500

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: County of Jefferson

Project Title: STEP Comprehensive

Authorizing Authority
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	Judge Jeff R. Branick
Title:	County Judge
Signature:	
Date:	9.8.2026
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	Ryan Bodley SR.	Sergeant-Traffic
2.	Fran Lee	County Auditor
3.		

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Signature:	
Date:	

Under the authority of Ordinance or Resolution Number (if applicable)	

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List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	Ryan Bodley SR.	Sergeant-Traffic
2.	Fran Lee	County Auditor
3.		

Texas Traffic Safety eGrants

Fiscal Year 2027

Organization Name: Jefferson County Sheriff's Office

Legal Name: County of Jefferson

Payee Identification Number: 17460002912002

Project Title: STEP Comprehensive

ID: 2027-JeffersonCoSO-S-1YG-00097

Period: 10/01/2026 to 09/30/2027

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Jefferson** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2026.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

ALN Number:
ALN Title:
Funding Source: Section
Unique Entity Identifier (UEI) : **EKC1BVNIJXA8**
FAIN:

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2026** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2027** unless terminated or otherwise modified.

Total Awarded: **$30,879.64**
Amount Eligible for Reimbursement by the Department: **$26,247.69**
Match Amount provided by the Subgrantee: **$4,631.95**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Account for any approved Program Income earned and expended
4. Identify exemplary performance or best practices

Jefferson County

American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

City of China, Texas

Project Name / Description

Wastewater Treatment Plant Improvements / Expansion

Primary Project Contact/Requester & Title

Dawn Davenport, City Sectretary

Mailing Address

City of China, Texas
245 Broadway
China, TX 77613

Request Breakdown $3,309,015.32

Year:	2026	Advance Drawdown Approved Amount:	$ 3,209,105.32
Quarter:	3rd Quarter	Validated Total:	$ 0.00
Total Award:	$ 5,000,000.00	Unvalidated Funds Remaining Total:	$ 3,398,929.55

$3,398,929.55

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Actual
1 Engineering (Construction Admin / Inspection)	$ 197,750.00	
2 Construction - Allco (Contractor)	$ 3,201,179.55	
3		
4		
5		
6		
7		
Total Request:	$ 3,398,929.55	Validated Total $ 0.00
Remaining Unvalidated Funds Adjustment from previous advance:	89,914.23 ($ 189,824.23)	Unvalidated Amt 3398929.55
Net Drawdown Amount:	3,309,015.32 ~~$ 3,209,105.32~~	

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

PRESIDENT

Requester Signature & Title

9-01-2026

Date

Jefferson County Courthouse
1149 Pearl Street
4th Floor
Beaumont, Texas 77701
(409) 835-8441

China Service Center
20205 W. Hwy 90
China, TX 77613
(409) 434-5430

BRANDON WILLIS
Commissioner
Precinct #1

TO: **Rebekah Patin and Fran Lee, Auditing**

FROM: **Lori Fountain, Pct. #1 Road and Bridge**

DATE: **September 3, 2026**

RE: **Budget Transfer – Agenda Item**

Transfer from Acct. #	111-0102-431.30-01	Asphalt			$14,975.
Transfer to Acct. #	111-0109-431.60-11	Capital-Road Machinery		$14,975.	

This transfer request is to purchase a 60 inch extreme duty attachment for our mower.
Please add to next agenda.

4430 College Street
Beaumont, TX 77707
Phone: 409-866-3360
Fax: 409-866-5884

September 3, 2026

Jefferson County Prect. 1
ATTN:
Ph
Fax

Here is the quote you requested:

QTY.	DESCR.	TOTAL
1	Diamond DLR060, 60" Extreme Duty Mower	$14,975.00
	Totals	$14,975.00

QTY.	DESCR.	TOTAL
	Totals	

If you have any questions please give me a call. Thank you for the opportunity!

Sincerely,

Kyle Lee
Outside Sales

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: JEFFERSON COUNTY AUDITORS OFFICE, RS PATIN

SUBJECT: BUDGET TRANSFER

DATE: 09/22/26

Budget amendment–R&B #4 - additional water & sewer

114-0405-431-4057	Water & Sewer	$1,000	
114-0402-431-1028	Laborers		$1,000

MEMORANDUM

To: Fran Lee, County Auditor
From: Verenice Rosales, Human Resources Director VR
Date: 9/10/2026
Subject: FY 25/26 Budget Transfer

Please transfer the following funds into our Contractual Services account (120-1012-415.50-77) to fund remaining invoices for the 25/26 fiscal year:

- $1,100 from Salaries and Wages/Extra Help (120-1012-415.10-05)

Jefferson County
District Clerk's Office
1085 Pearl Street
Room 203
Beaumont, TX 77701
409-835-8580
Fax 409-835-8527

Family Law Division
409-835-8653

Child Support
P. O. Box 3586
Beaumont, TX 77704
409-835-8425

Jamie Smith
District Clerk

September 4, 2026

Ms. Fran:

I am requesting to transfer $150.00 from account 120-2031-414-30-78 (office supplies) to account 120-2031-414-50-62 (travel) for Jamie's attendance at the CDCAT Education Committee meeting in Dallas on September 25, 2026 (see attached cash advance form).

Respectfully,

Jamie Smith

Jamie Smith
Jefferson County District Clerk

JS/scm

CASH ADVANCE
JEFFERSON COUNTY TREASURER

Date _____

Department: District Clerk
For Employee: Jamie Smith
Amount:
Expenditure A/C#: 120-2031-714-50-62
Date of departure(if applicable): Sept. 25, 2022
Re: COCAT Education Committee Meeting Summer Conference 2022

Make Check Payable To: Jamie Smith

mileage 506.16
meals - 225.00
$731.16

**Treasurer's Office **

Payable ck# _____
Amount paid on Cash Advance $ _____
Amount Paid by employee _____
check # _____
cash
Amount owed to employee $ _____
Ck# _____

Authorized Signatures:

Department Head	Auditor	Check Received By	Check #

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: JEFFERSON COUNTY AUDITORS OFFICE, RS PATIN

SUBJECT: BUDGET TRANSFER

DATE: 09/22/26

Budget amendment–Transfer Out Capital Projects- Moving funding for Grinder Pump Downtown Jail

120-0000-491-8006 Capital Projects Fnd #311	$203,956	
120-6083-416-6003 Capital Outlay-Building-Courthouse		$190,956
120-6083-416-4056 Electricity		$13,000

Please consider and approve a budget amendment transferring a total of $203,956 to 120-0000-491.80-06 Transfer Out / Capital Projects Fund #311. This includes $190,956 from 120-6083-416-6003 Capital Outlay Building – Courthouse and $13,000 from 120-6083-416-4056 Electricity. The amendment is needed because the pump grinder project at the LaSalle downtown jail will not be completed in FY26.

PREFERRED
FACILITIES GROUP - USA

PROPOSAL

September 8, 2026

Jefferson County
1149 Pearl
Beaumont, TX 77701

Re: 261045 for **Downtown Jail Grinder Pump Revision 1**
Facility Name: Downtown Jail
Downtown Jail - 1001 Pearl, Beaumont, TX 77701

We are pleased to submit our proposal utilizing our BuyBoard Contract No. 728-24 based on local CCI and coefficient of .89.

1. Preconstruction and Coordination

- Coordinate all work with Jefferson County facilities personnel and jail administration before beginning construction.
- Verify the proposed grinder pump location, existing sanitary sewer routing, discharge location, electrical source, access restrictions, security requirements, and permitted working hours.
- Perform field measurements and verify existing elevations, pipe depths, flow direction, and site conditions before ordering equipment.
- Coordinate utility locations and identify known underground utilities within the work area before excavation.
- Prepare and submit product data, pump performance information, control panel information, electrical requirements, and installation details for review before procurement.
- Provide temporary barricades, fencing, signage, traffic control, and secure work-zone separation as required for work at an occupied correctional facility.

2. Existing Utility Investigation

- Locate and expose the existing 8-inch sanitary sewer line at the proposed connection point.
- Confirm the existing pipe material, outside diameter, invert elevation, depth, condition, flow direction, and available working clearance.
- Locate the proposed electrical power source and verify available voltage, phase, amperage, fault current, and panel capacity.
- Verify the route for the new pump discharge piping, electrical conduits, alarm wiring, and control wiring.

3. Temporary Sanitary Sewer Service

- Coordinate all temporary shutdowns with County personnel and jail administration.
- Provide temporary pumping, bypass piping, plugs, hoses, fittings, controls, and related equipment when required to maintain sanitary sewer service during the tie-in.
- Monitor temporary pumping operations during active bypass periods and provide standby equipment when required by the approved bypass plan.
- Remove temporary bypass equipment after the permanent system has been tested and placed into service.
- Clean and disinfect affected work areas following completion of the sanitary sewer connection.

4. Excavation and Site Preparation

- Excavate for the grinder pump basin, sanitary sewer piping, force main, electrical conduits, valves, fittings, and required access.
- Provide trench protection, sloping, benching, shielding, or shoring in accordance with applicable safety requirements.

5. Grinder Pump Station

- Furnish and install a complete grinder pump station sized for the anticipated sanitary sewer flow, total dynamic head, operating conditions. Provide a factory-assembled grinder pump, basin or wet well, pump mounting system, access cover, discharge piping, isolation valve, check valve, controls, seals, fittings, and accessories required for a complete installation.
- Provide a precast concrete or approved equal basin suitable for sanitary sewer service.
- Set the basin on a properly prepared and compacted foundation or reinforced concrete base as required by the manufacturer.
- Install the basin plumb and at the correct elevation to receive the incoming sanitary sewer flow.
- Install the grinder pump and internal components in accordance with the manufacturer's written instructions.
- Provide sufficient access for future pump removal, inspection, cleaning, and maintenance.

6. Existing 8-Inch Sanitary Sewer Tie-In

- Excavate and expose the existing 8-inch sanitary sewer line at the approved tie-in location.
- Cut and remove the section of existing pipe necessary to make the new connection.
- Furnish and install compatible fittings, couplings, adapters, tees, wyes, manhole connections, or other components required to connect the existing 8-inch sanitary sewer line to the grinder pump basin.
- Provide new 8-inch sanitary sewer piping between the existing line and the grinder pump basin where required.
- Match the existing pipe material or provide approved transition couplings suitable for the existing and new piping materials.
- Maintain proper pipe slope and alignment to provide positive gravity flow into the grinder pump basin.
- Provide pipe bedding, haunching, embedment, and initial backfill using approved material.
- Seal all connections watertight to prevent groundwater infiltration and sewage leakage.

7. Pump Discharge and Force Main

- Furnish and install the pump discharge piping from the grinder pump station to the approved discharge connection.
- Provide pressure-rated piping, fittings, restraints, couplings, adapters, and accessories compatible with the grinder pump discharge pressure.
- Provide a valve box, access vault, or other accessible enclosure for buried valves where applicable.
- Provide thrust restraint, joint restraint, concrete blocking, or other means of securing piping at bends, tees, transitions, and discharge connections.
- Maintain required separation from potable water lines and other utilities.
- Connect the new force main to the existing sanitary sewer system, manhole, force main, or other designated discharge point.
- Core drill and seal manhole or structure penetrations with watertight, non-shrink materials where required.
- Flush and pressure-test the completed discharge piping before placing it into service.

8. Electrical Service

- Furnish and install a complete electrical power supply for the grinder pump system from the designated electrical source.
- Verify the pump voltage, phase, full-load amperage, starting requirements, and available fault current before installation.

- Provide a new circuit breaker, fused disconnect, or other required overcurrent protection.
- Furnish and install underground or exposed conduit, conductors, junction boxes, fittings, supports, pull boxes, grounding conductors, and accessories.
- Provide rigid galvanized steel, PVC-coated rigid conduit, Schedule 80 PVC, or other approved raceway suitable for the installation location.
- Seal underground and wet-location conduits to prevent moisture or sewer gas migration into the electrical equipment.
- Provide grounding and bonding of the grinder pump, control panel, disconnect, metallic components, and associated equipment.
- Label all circuits, disconnects, panels, controls, and alarm devices.
- Repair and seal all wall, floor, and structure penetrations.
- Coordinate electrical shutdowns with County facilities personnel.
- Provide all electrical work in accordance with applicable codes, manufacturer requirements, and County standards.

9. Control Panel and Alarm System

- Furnish and install a weather-resistant grinder pump control panel rated for the installation environment.
- Provide motor starter, overload protection, circuit protection, control transformer where required, terminal blocks, relays, control switches, and status indication.
- Provide automatic pump control through approved float switches, pressure transducers, or other level-sensing devices.
- Provide pump run, pump fault, high-water alarm, and power-loss indication.
- Install control and alarm wiring between the basin, control panel, alarm devices, and monitoring system.
- Include doweling, reinforcing steel, forming, placement, finishing, and curing.
- Match adjacent finished elevations and provide positive drainage away from equipment.
- Provide galvanized steel or stainless-steel support racks where wall mounting is not practical.

10. Backfill and Compaction

- Place approved bedding and embedment material around the basin and piping in accordance with manufacturer requirements.
- Remove rocks, debris, organic material, and unsuitable soil from backfill material.

11. Surface Restoration

- Replace damaged sod or landscaping and provide initial watering.
- Remove temporary barricades and leave the work area clean and usable.

12. Testing and Commissioning

- Inspect all piping, valves, electrical connections, controls, floats, alarms, and equipment before startup.
- Perform leakage and pressure testing of the force main and discharge piping.
- Verify correct pump rotation, operating voltage, amperage, discharge pressure, and pump cycling.
- Demonstrate the complete system to County facilities personnel.
- Correct deficiencies identified during testing.
- Place the grinder pump system into continuous automatic operation after successful completion of testing.

13. Closeout

- Provide manufacturer operation and maintenance manuals.
- Provide pump curves, equipment data, control diagrams, electrical schematics, and recommended maintenance procedures.

- Provide warranty documentation for the pump, basin, control panel, and associated equipment.
- Remove construction debris, surplus materials, temporary equipment, and waste from the site.
- Provide final cleanup of all affected areas.

Cost of Work:	$199,361.55
Bond:	$4,051.95
Total Amount:	**$203,413.50**

We estimate approximately ten (10) working days for completion upon delivery of material. Material delivery is expected to be (15 – 20 weeks). We explicitly exclude all liquidated damages for this project due to the volatility of the market and supply chain challenges.

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

This Proposal contains confidential and proprietary information that is intended only for the use of Jefferson County and is not to be shared, copied, or disseminated in any way. The information includes all attachments, drawings, sketches, and proposed product selections and must be kept confidential. This information shall be used for the sole purpose of evaluating this Proposal and must not be used for any other purpose without the explicit consent of Preferred Facilities Group – USA.

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

Please contact me at 409.842.8293 or via e-mail mwaldley@pfg-usa.com if you have any questions or require additional information.

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waldley
Operations Manager

PREFERRED
FACILITIES GROUP - USA

Final Estimate

Tim Slack
Preferred Facilities Group - USA
728-24 - 2024 Buyboard - Normal - 4/01/2024 to 3/31/2026
JC Downtown Jail Grinder Pump - 26-1045 R1
Tim Slack

Estimator: Tim Slack

Summary of tagged estimates...

Division Summary (MF04)

01 - General Requirements	$17,788.63	26 - Electrical	$4,817.31
02 - Existing Conditions	$1,660.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	$2,983.63
05 - Metals		32 - Exterior Improvements	$1,400.00
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	$63.50	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Pre-Price Line Item Clarification	$156,380.00
14 - Conveying Equipment		Trades	$24,653.60
21 - Fire Suppression		Assemblies	
22 - Plumbing	$4,432.00	FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	$214,178.67
25 - Integrated Automation			

Totalling Components

2024 BuyBoard 728-24 PFG Texas Normal (-11.0000%)	$(5,398.84)	Consideration ()	
RSMeans BEAUMONT, TX CCI 2026Q1, 83.90%	$(9,418.28)	Nonpriced Line Items	$155,680.00
Priced Line Items	$58,498.67		

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$100,851.91
Labor:	$98,894.88
Equipment:	$14,431.88
Other:	$0.00
Laborhours:	337.93
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	66	$58,498.67	
Total Non-Priced Items:	1	$155,680.00	72.69%
	67	$214,178.67	

Grand Total $199,361.55

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-31-14-20-0060	Large 3 pole circuit breaker lock out device (over 225 Amp)	Ea.	1.0000	$43.00	$43.00	RSM26FAC M, L, O&P	P
2	01-54-33-20-0100-1	Hourly operating cost for rent excavator diesel hydraulic crawler mounted 1/2 CY capacity	Ea.	40.0000	$29.59	$1,183.60	RSM26FAC E, O&P	P
3	01-54-33-20-0100-2	Rent per day for rent excavator diesel hydraulic crawler mounted 1/2 CY capacity	Ea.	5.0000	$1,010.69	$5,053.45	RSM26FAC E, O&P	P
4	01-54-33-20-5000-1	Hourly operating cost for rent trencher wheel gas 4' deep 12" wide	Ea.	8.0000	$93.60	$748.80	RSM26FAC E, O&P	P
5	01-54-33-20-5000-2	Rent per day for rent trencher wheel gas 4' deep 12" wide	Ea.	1.0000	$1,248.05	$1,248.05	RSM26FAC E, O&P	P
6	01-54-33-40-5650-1	Hourly operating cost for rent trash pump self-prime 6" diameter, diesel drive	Ea.	80.0000	$22.98	$1,838.40	RSM26FAC E, O&P	P
7	01-54-33-40-5650-3	Rent per week for rent trash pump self-prime 6" diameter, diesel drive	Ea.	2.0000	$1,429.49	$2,858.98	RSM26FAC E, O&P	P
8	01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	4.0000	$445.00	$1,780.00	RSM26FAC L, E, O&P	P
9	01-54-36-50-1400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	$1,100.00	$2,200.00	RSM26FAC L, E, O&P	P
10	01-54-36-50-1400-2500	Mobilization or demobilization, each additional 5 miles haul distance, add (Modified using 01-54-36-50-2500)	Ea.	2.0000	$77.80	$155.60	RSM26FAC L, E, O&P	P
11	01-56-23-10-0500	Barricades, plastic, 24" wide, foldable	Ea.	4.0000	$159.00	$636.00	RSM26FAC M, O&P	P
12	01-56-23-10-0800	Barricades, traffic cones, PVC, 18" high	Ea.	3.0000	$10.40	$31.20	RSM26FAC M, O&P	P
13	01-56-23-10-1300	Barricades, barricade tape, polyethylene, 7 mils thick, 3" wide x 300' long roll	Ea.	1.0000	$11.55	$11.55	RSM26FAC M, L, O&P	P
		01 - General Requirements Total						**$17,788.63**
02 - Existing Conditions								
14	02-41-19-19-0700	Selective demolition, rubbish handling, dumpster, 10 C.Y., 3 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	1.0000	$530.00	$530.00	RSM26FAC M, O&P	P
15	02-41-19-19-2040	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	C.Y.	10.0000	$77.00	$770.00	RSM26FAC L, O&P	P
16	02-41-19-19-2040-2080	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, hand carried, cost to be added to demolition cost (Modified using 02-41-19 -19-2080)	C.Y.	10.0000	$36.00	$360.00	RSM26FAC L, O&P	P
		02 - Existing Conditions Total						**$1,660.00**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
07 - Thermal and Moisture Protection								
17	07-84-13-10-0110	Firestopping, metallic piping, non insulated, through walls, 2" dia	Ea.	1.0000	$63.50	$63.50	RSM26FAC M, L, O&P	P
		07 - Thermal and Moisture Protection Total						$63.50
22 - Plumbing								
18	22-11-13-74-1970	Pipe, plastic, PVC, 8" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	L.F.	40.0000	$90.00	$3,600.00	RSM26FAC M, L, O&P	P
19	22-11-13-74-3430	Pipe, plastic, PVC, pressure, 160 psi, 8" diameter, SDR 26, includes couplings 10' OC, and hangers 3 per 10'	L.F.	2.0000	$111.00	$222.00	RSM26FAC M, L, O&P	P
20	22-11-13-76-3490	Coupling, plastic, PVC, white, socket joint, 8", schedule 40	Ea.	2.0000	$305.00	$610.00	RSM26FAC M, L, O&P	P
		22 - Plumbing Total						$4,432.00
26 - Electrical								
21	26-05-19-35-0050	Terminal lugs, solderless, #16 to #10	Ea.	6.0000	$19.30	$115.80	RSM26FAC M, L, O&P	P
22	26-05-19-90-1200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	2.4000	$128.00	$307.20	RSM26FAC M, L, O&P	P
23	26-05-19-90-1200-7010	Labor adjustment factor (electrical), correctional facilities, minimum security w/facilities escort (Modified using 26-01-02-20-7010)	C.L.F.	2.4000	$16.80	$40.32	RSM26FAC L, O&P	P
24	26-05-19-90-1250	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	1.2000	$147.00	$176.40	RSM26FAC M, L, O&P	P
25	26-05-19-90-1250-7010	Labor adjustment factor (electrical), correctional facilities, minimum security w/facilities escort (Modified using 26-01-02-20-7010)	C.L.F.	1.2000	$18.45	$22.14	RSM26FAC L, O&P	P
26	26-05-29-20-3900	Channels, steel, 1-1/2" x 1-1/2", 12 Ga	L.F.	10.0000	$23.00	$230.00	RSM26FAC M, L, O&P	P
27	26-05-29-20-4450	Spring nuts, steel channel, short, 1/2"	Ea.	10.0000	$13.00	$130.00	RSM26FAC M, L, O&P	P
28	26-05-29-20-6650	Strap, steel channel, EMT, 3/4" diameter	Ea.	25.0000	$3.18	$79.50	RSM26FAC M, L, O&P	P
29	26-05-33-13-5020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	50.0000	$9.05	$452.50	RSM26FAC M, L, O&P	P
30	26-05-33-13-5020-7010	Labor adjustment factor (electrical), correctional facilities, minimum security w/facilities escort (Modified using 26-01-02-20-7010)	L.F.	50.0000	$1.42	$71.00	RSM26FAC L, O&P	P
31	26-05-33-13-5220	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter	Ea.	4.0000	$11.70	$46.80	RSM26FAC L, O&P	P
32	26-05-33-13-5340	EMT offsets, 3/4" diameter, to 15' H	Ea.	2.0000	$15.10	$30.20	RSM26FAC L, O&P	P

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
33	26-05-33-13-6220	EMT couplings, set screw, steel, 3/4" diameter, to 15' H	Ea.	5.0000	$5.65	$28.25	RSM26FAC M, L, O&P	P
34	26-05-33-13-6520	EMT boxes connectors, set screw, steel, 3/4" diameter, to 15' H	Ea.	4.0000	$9.25	$37.00	RSM26FAC M, L, O&P	P
35	26-05-33-13-7240	EMT to greenfield adapters, (compression), 3/4" diameter, to 15' H	Ea.	1.0000	$23.50	$23.50	RSM26FAC M, L, O&P	P
36	26-05-33-13-7420	EMT-LB, LR or LL fittings with covers, set screw, 3/4" diameter, to 15' H	Ea.	1.0000	$61.00	$61.00	RSM26FAC M, L, O&P	P
37	26-05-33-13-8320	EMT 1 hole clips, 3/4" diameter, to 15' H	Ea.	5.0000	$2.46	$12.30	RSM26FAC M, L, O&P	P
38	26-05-33-13-9110	PVC conduit, schedule 40, 3/4" diameter, to 10' H, incl terminations, fittings, & support	L.F.	60.0000	$9.25	$555.00	RSM26FAC M, L, O&P	P
39	26-05-33-13-9225	PVC conduit elbows, 3/4" diameter, to 15' H	Ea.	2.0000	$24.00	$48.00	RSM26FAC M, L, O&P	P
40	26-05-33-13-9314	PVC conduit couplings, 3/4" diameter, to 15' H	Ea.	5.0000	$23.00	$115.00	RSM26FAC M, L, O&P	P
41	26-05-33-13-9350	PVC conduit, field bends, 45 Deg. to 90 Deg., 3/4" diameter	Ea.	2.0000	$23.50	$47.00	RSM26FAC L, O&P	P
42	26-05-33-13-9470	PVC adapters, 3/4" diameter, to 15' H	Ea.	1.0000	$23.00	$23.00	RSM26FAC M, L, O&P	P
43	26-05-33-13-9600	PVC-LB, LR or LL fittings & covers, 3/4" diameter, to 15' H	Ea.	1.0000	$65.50	$65.50	RSM26FAC M, L, O&P	P
44	26-05-33-13-9860	Cement, quart	Ea.	1.0000	$29.50	$29.50	RSM26FAC M, O&P	P
45	26-05-33-16-0150	Outlet boxes, pressed steel, 4" square	Ea.	2.0000	$50.00	$100.00	RSM26FAC M, L, O&P	P
46	26-05-33-16-0250	Outlet boxes, pressed steel, covers, blank, 4" square	Ea.	2.0000	$16.30	$32.60	RSM26FAC M, L, O&P	P
47	26-05-33-18-1020	Pull boxes, hinged, steel, 12" W x 12" H x 8" D, NEMA 1	Ea.	1.0000	$300.00	$300.00	RSM26FAC M, L, O&P	P
48	26-05-33-18-2150	Pull boxes, steel, type SC, raintight & weatherproof, 6" L x 6" W x 6" D, NEMA 3R	Ea.	1.0000	$127.00	$127.00	RSM26FAC M, L, O&P	P
49	26-05-33-95-1720	Hole drilling, brick wall, 12" thick, 3/4" pipe size, to 10' high	Ea.	2.0000	$70.50	$141.00	RSM26FAC M, L, E, O&P	P
50	26-05-33-95-3040	Knockouts, metal boxes & enclosures, with hole saw, 3/4" pipe size, to 8' high	Ea.	4.0000	$19.95	$79.80	RSM26FAC L, O&P	P
51	26-24-16-20-0700	Circuit breakers, bolt-on, 10 k A I.C., 3 pole, 240 volt, 15-60 amp	Ea.	1.0000	$385.00	$385.00	RSM26FAC M, L, O&P	P
52	26-29-13-10-0100	Lighting contactors, 3 pole, electrically held, 600 volt, 20 amp, NEMA 1	Ea.	1.0000	$905.00	$905.00	RSM26FAC M, L, O&P	P
		26 - Electrical Total						$4,817.31

Estimator: Tim Slack

Combined estimates...

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
31 - Earthwork								
53	31-23-16-13-1391	Excavating, trench, shoring, SF, 4' width, loose material SF protected wall, includes installation & rent for first day, excludes dewatering	SF Wall	800.0000	$1.34	$1,072.00	RSM26FAC M, L, E, O&P	P
54	31-23-16-13-1391-1900	Excavating, trench or continuous footing, common earth, for tamping backfilled trenches, 6" lift, vibrating plate, excludes sheeting or dewatering, add (Modified using 31-23-16-13-1900)	B.C.Y.	29.6000	$11.55	$341.88	RSM26FAC L, E, O&P	P
55	31-23-16-13-3020	Excavating, trench backfill, 1 C.Y. bucket, minimal haul, front end loader, wheel mounted, excludes dewatering 12*12*8/27*1.40 = 59.73	L.C.Y.	59.7333	$3.93	$234.75	RSM26FAC L, E, O&P	P
56	31-23-23-16-0100	Fill by borrow and utility bedding, for pipe and conduit, crushed stone, 3/4" to 1/2", excludes compaction 5*6*.5 = 15.00	L.C.Y.	15.0000	$52.00	$780.00	RSM26FAC M, L, E, O&P	P
57	31-23-23-16-0200	Fill by borrow and utility bedding, for pipe and conduit, sand, dead or bank, excludes compaction 5*6*.5 = 15.00	L.C.Y.	15.0000	$28.50	$427.50	RSM26FAC M, L, E, O&P	P
58	31-23-23-16-0500	Fill by borrow and utility bedding, for pipe and conduit, compacting bedding in trench 5*6*.5 = 15.00	B.C.Y.	15.0000	$8.50	$127.50	RSM26FAC L, E, O&P	P
		31 - Earthwork Total						$2,983.63
32 - Exterior Improvements								
59	32-92-23-10-1200	Sodding, bent grass sod, on level ground, 1,000 S.F. or less	M.S.F.	1.0000	$1,400.00	$1,400.00	RSM26FAC M, L, E, O&P	P
		32 - Exterior Improvements Total						$1,400.00
Pre-Price Line Item Clarification								
60	06-16-26-10-0902a	Ground Protection, Mats	Ea.	4.0000	$175.00	$700.00	CUSTOM M, L, O&P	P
61	22-13-29-14-0680a	Pump, sewage ejector, includes operating and level controls, tank, cover and pump	Ea.	1.0000	$155,680.00	$155,680.00	CUSTOM M, L, O&P	N
		Pre-Price Line Item Clarification Total						$156,380.00
Trades								
62	ELEC	Electricians - 2026 RSMeans Facilities O&P Rate	Hour	65.0000	$117.20	$7,618.00	Trades L, O&P	P
63	EQLT	Equipment Operators, Light Equipment - 2026 RSMeans Facilities O&P Rate	Hour	48.0000	$101.45	$4,869.60	Trades L, O&P	P

Estimator: Tim Slack

Combined estimates...

Trades

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
64	PLUM	Plumbers - 2026 RSMeans Facilities O&P Rate	Hour	80.0000	$120.65	$9,652.00	Trades L, O&P	P
65	SKWK	Skilled Workers Average (35 trades) - 2026 RSMeans Facilities O&P Rate	Hour	24.0000	$104.75	$2,514.00	Trades L, O&P	P

Trades Total $24,653.60

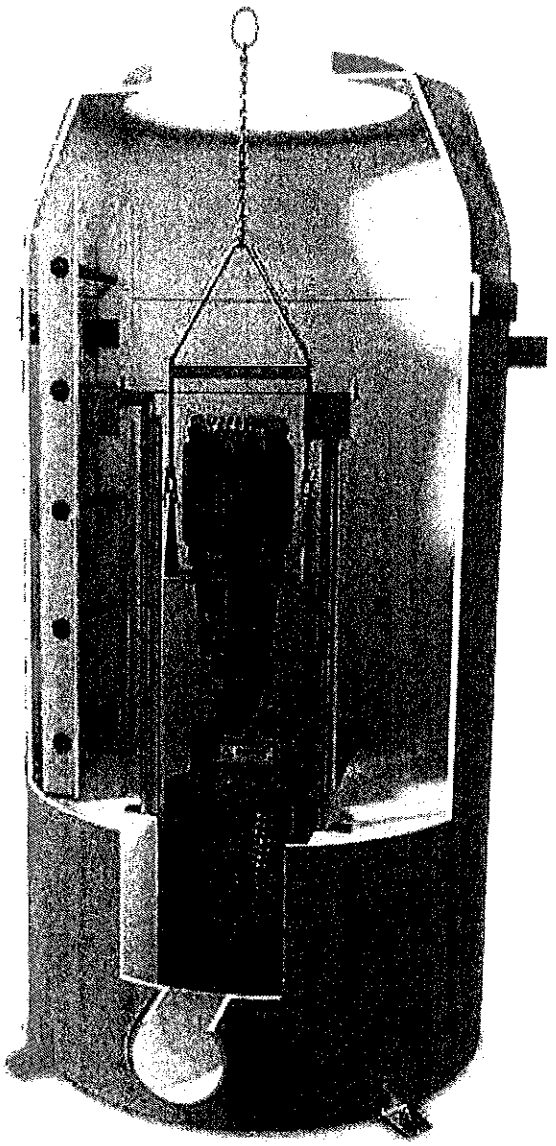
Estimate Grand Total 199,361.55

Muffin Monster® Manhole

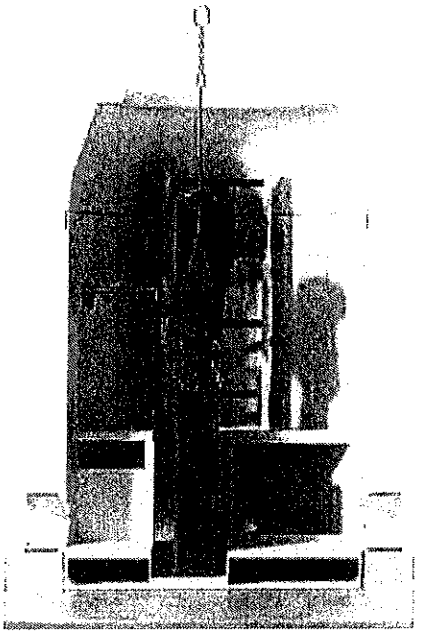
Drop-in ready manhole with integrated grinder for pump protection anywhere

The Muffin Monster Manhole makes it easier to install a grinder into sewage systems. The fiberglass reinforced plastic (FRP) manhole can accommodate the channel mounted 10K, 30K and 40K series Muffin Monsters. Users can also select a Channel Monster® CMD single drum grinder for dealing with higher flow levels. With this flexibility, the Muffin Monster Manhole can now treat difficult solids and eliminate costly pump breakdowns for flows up to 2,060 GPM. Designed and built off site, the Muffin Monster Manhole makes for a quick, clean installation. On site, a hole and a concrete slab to put the FRP manhole onto are all that is required before you are ready to install the chamber, connect the power and the sewage line, and begin operation.

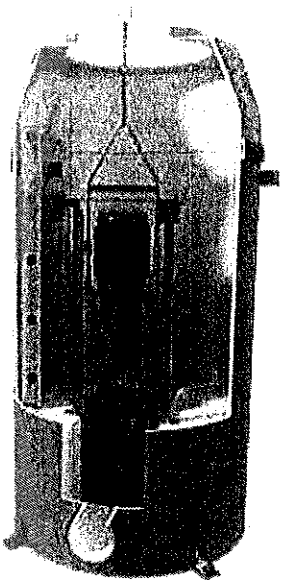
Using a 48" diameter standard barrel and prefabricated channel design to suit the relevant grinder model, the height, pipe size and choice of traffic or hatch top cover makes the Muffin Monster Manhole a cost-effective and customizable solution for ease of installation in gravity sewage systems.



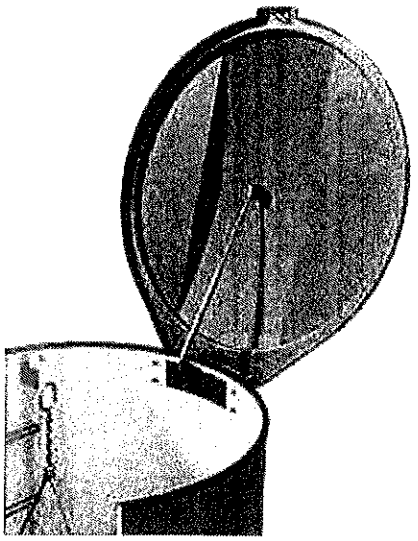
Muffin Monster Manhole with 30K Muffin Monster grinder



Traffic grade opening with 30K grinder and integral bypass weir (optional)



40K grinder with single lifting point and OSHA compliant ladder



Hatch access for above ground installation

FEATURES & BENEFITS

Dual-shafted Muffin Monster Grinder

- Low-speed, high-torque grinder handles rags, rocks, wood, clothing, plastics and other debris that cause problems in wastewater systems
- Adding the Channel Monster CMD to the Muffin Monster Manhole processes higher flows while minimizing upstream level increases for shallow networks, or when upstream levels are critical
- JWC-exclusive immersible motor ensures continuous operation even in flood conditions

Manhole

- Fiberglass reinforced plastic: high strength, watertight
- Manhole barrel diameter: 48" standard
- Inlet / outlet pipes with flexible coupling. Available pipe diameter varies with grinder model.
- Hatch choice: Lid style for above ground installation and H-20 rated traffic style for below grade installation
- Two standard channel trough configurations to suit either 10K / 30K grinders or 40K / CMD grinders
- Integral guide slots eliminate the cost of an additional grinder frame
- Floor recess for grinder maximizes flow capacity, minimizes upstream head and seats grinder correctly
- OSHA compliant access ladder
- Fabricated channel design provides standing area for maintenance access

Installation and Maintenance

- Less than 8' deep, guiderails are optional. At greater than 8' deep, guiderails are mandatory.
- Minimal maintenance with semi-annual inspection

Optional

- 60" and 72" manhole barrel diameters available as special orders to meet specification
- Single point lifting frame and haul chain available for all models
- Integral bypass weir to prevent upstream surcharging during high flow periods
- Maintenance screen or trash basket to assist during maintenance periods

Muffin Monster | JWC Environmental® A Sulzer Brand

800.331.2277 | 949.863.3683 | jwce@jwce.com | www.jwce.com

muffin monster manhole na en 10.2024. ©2024 JWC Environmental

MONSTER INDUSTRIAL

HYDRO SERIES
In-line/Open-channel Grinders

Overview

JWC Environmental's HYDRO series features high-efficiency, dual-shafted waste grinders. The HYDRO series is designed to reduce the size of solids in a liquid/slurry solution to protect downstream equipment such as pumps, centrifuges and heat exchangers.

Applications include:

- Borehole drilling, oil sands processing, tank bottom cleaning.
- Fats/Oils/Grease (FOG), food/beverage processing, animal and fish processing
- Biogas digesters, sludge, sewage and more

1-HYDRO In-line/Open-channel grinders

The 1-HYDRO is a compact grinder, tough on solids in a variety of applications. It fits into areas with limited space requirements while still providing the necessary power for downstream protection. The 1-HYDRO is an ideal, low-cost solution that fits perfectly into office buildings, apartment complexes, resorts, retail centers and food processing plants.

3-HYDRO In-line/Open-channel grinders

The 3-HYDRO is a grinder that easily reduces troublesome solids. Its slow-speed, high-torque, dual-shaft design easily shreds tough solids that typically cause problems, including drill cuttings, fish/seafood waste, food waste, manure and more.

4-HYDRO In-line/Open-channel grinders

The 4-HYDRO excels in wet applications. It's a powerful grinder for large sludge processing systems or any applications with large flow. Industrial applications include fish/beef/poultry processing, petroleum, pulp and paper mills, chemical plants, oil sands processing, and recycling plants.

Features

Dual-shafted grinder

- Slow-speed, high-torque grinders handle food, rags, rocks, wood, wipes, clothing, plastics and other debris
- Capable of grinding a wider variety of solids than single-shafted machines, macerators and chopper pumps

Compact and efficient design

- Adapts to many applications with little or no modification.
- HYDRO-IX incorporates an easy-to-remove cutter cartridge

Automated monitoring and controls

- Load-sensing and reversal mechanism to optimize grinder's performance

Benefits

Powerful

- Slow-speed, high-torque grinders easily shred tough solids to keep pipes and pumps flowing

Flexible

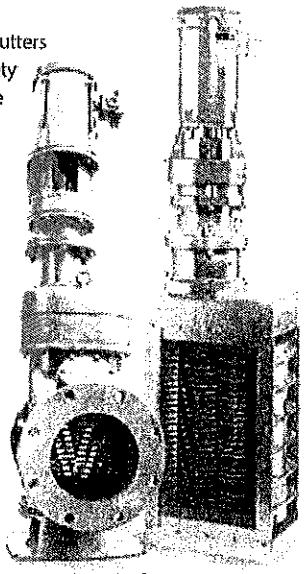
- A variety of standard and custom cutters are available to ensure a large variety of tough solids are cut down to size

Equipment protection

- Protect pumps, heat exchangers, centrifuges and other critical equipment from costly clogs and damage from tough solids

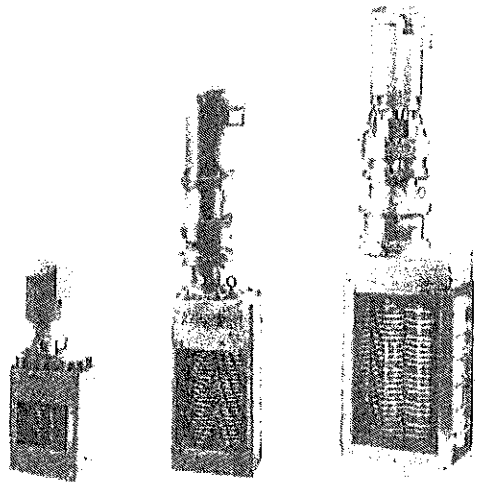
Lower operating cost

- Clear pipes and pumps mean shorter pump run cycles, lower maintenance costs and lower electrical costs

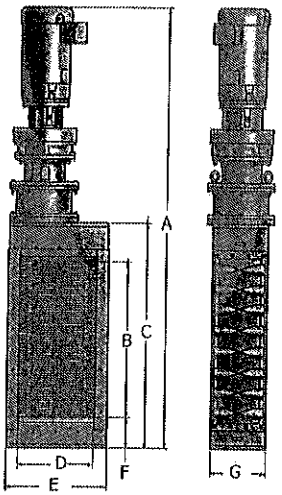


Open-channel Models

Seals: Mechanical



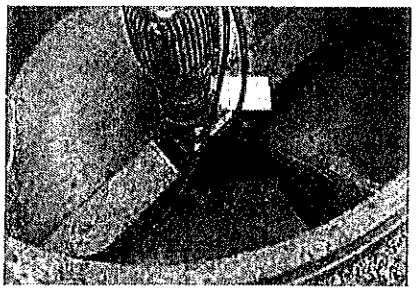
1-HYDRO-C | *3-HYDRO-C* | *4-HYDRO-C*



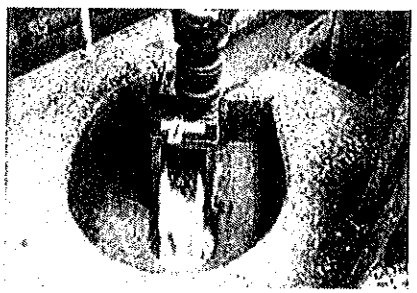
HYDRO-C - Open-channel Configuration

Open-channel Model	Flow Rate gpm (m^3/hr)*	Head Drop Inches (mm)	Standard Dimensions Inches (mm)							Approximate Net Weight lbs (kg)**
			A	B	C	D	E	F	G	
1-HYDRO-C-0800	180 (41.4)	5-3/4 (146)	44-1/4 (1124)[1]	7-1/4 (185)	18-3/4 (474)	8-3/4 (220)	12 (305)	4-1/2 (114)	8-1/4 (210)	338 (153)
3-HYDRO-C-0800	370 (84)	7 (178)	49-3/8 (1254)[2]	8 (203)	19-1/2 (495)	8-1/2 (216)	11-3/4 (298)	3-3/8 (86)	7 (178)	370 (168)
3-HYDRO-C-1200	620 (141)	11-1/2 (290)	53-1/2 (1359)[2]	12 (305)	23.5/8 (600)	8-1/2 (216)	11-3/4 (298)	3-3/8 (86)	7 (178)	410 (186)
3-HYDRO-C-1800	980 (223)	16 (405)	59-3/8 (1508)[2]	18 (457)	29-1/2 (746)	8-1/2 (216)	11-3/4 (298)	3-3/8 (86)	7 (178)	465 (211)
3-HYDRO-C-2400	1370 (311)	16 (405)	65-1/8 (1654)[2]	24 (609)	35-1/4 (895)	8-1/2 (216)	11-3/4 (298)	3-3/8 (86)	7 (178)	520 (236)
3-HYDRO-C-3200	2100 (447)	17-1/2 (445)	72-7/8 (1851)[2]	32 (813)	43 (1092)	8-1/2 (216)	11-3/4 (298)	3-3/8 (86)	7 (178)	580 (263)
3-HYDRO-C-4000	3020 (686)	19-1/2 (495)	80-7/8 (2054)[2]	40 (1016)	51 (1295)	8-1/2 (216)	11-3/4 (298)	3-3/8 (86)	7 (178)	650 (295)
3-HYDRO-C-5000	4310 (979)	23-1/2 (595)	90-7/8 (2308)[2]	50 (1270)	61 (1549)	8-1/2 (216)	11-3/4 (298)	3-3/8 (86)	7 (178)	740 (336)
3-HYDRO-C-6000	5620 (1277)	30 (760)	101-1/4 (2572)[2]	60 (1524)	71-3/8 (1813)	8-1/2 (216)	11-3/4 (298)	3-3/8 (86)	7 (178)	830 (377)
4-HYDRO-C-1800	915 (207)	8 (203)	69-3/4 (1772)[3]	18 (457)	30-1/4 (768)	14-5/8 (371)	19-3/4 (502)	4-1/2 (114)	11 (279)	1453 (659)
4-HYDRO-C-2400	1440 (327)	16 (406)	76-3/4 (1949)[3]	24 (610)	37-1/4 (946)	14-5/8 (371)	19-3/4 (502)	4-1/2 (114)	11 (279)	1643 (746)
4-HYDRO-C-3200	2100 (477)	18 (457)	83-3/8 (2118)[3]	32 (813)	43-7/8 (1114)	14-5/8 (371)	19-3/4 (502)	4-1/2 (114)	11 (279)	1838 (834)

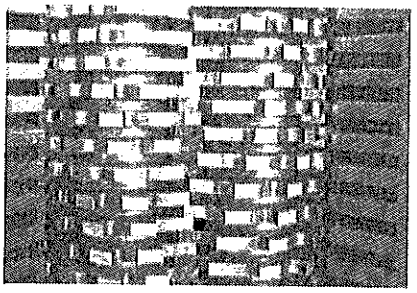
*Notes: * Flow based on optimum conditions. ** Weight includes grinder & motor only.*
• Consult factory for final analysis of application.
1. Drive dimensions are a maximum based on a unit with a 3 hp (2.2 kW) drive. | 2. Drive dimensions are a maximum based on a unit with a 5 hp (3.7 kW) drive.
3. Drive dimensions are a maximum based on a unit with a 10 hp (7.5 kW) drive.



A 3-HYDRO-C sewage shredder with immersible motor at a veterinary clinic



Wet application 3-HYDRO-C



Cutters and patented sidecuts

800.331.2277 | jwce.com | jwce@jwce.com

JWC Environmental®
A Sulzer Brand

EVERETT D. CORMIER, SR.
CONSTABLE PRECINCT 6

1225 Pearl Street, Suite 101A
Beaumont, TX 77701-3639
Telephone: (409) 839-2339
Facsimile: (409) 839-2390

Memo

Date: 9/11/26

To: Rebekah Patin, Financial Manager

From: Constable's Office Precinct 6 **Fax Number:** (409) *839-2390*

RE: Transfer Line Item

Priority: [Urgent]

Line-item Transfer Amendment

DATE: 09/11/2026

Honorable Commissioners Court of Jefferson County:
I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Books-Printed	120 3070 425	30-10	$100.00
	Minor Equipment	120 3070 425	30-84	$100.00
To:	Extra Help	120 3070 425	10-05	**$200.00**
Reason:	Funds are required to support the Extra Help budget line item			

Department Head – Constable Pct. 6 – Everett D. Cormier, Sr.

Approved: County Judge for Commissioners Court

Attest: County Clerk

DISPUTE RESOLUTION CENTER OF JEFFERSON COUNTY

Jefferson County Courthouse-Annex 1 • 215 Franklin, Ste 131A, Beaumont, TX 77701
Phone: (409) 835-8747 • Fax: (409) 784-5811 • Website: www.co.jefferson.tx.us

Date: September 11, 2026

To: Fran Lee, Jefferson County Auditor
Rebekah Patin, First Assistant Jefferson County Auditor

Re: Dispute Resolution Center - Request to Transfer Funds

Hi Fran and Rebekah,

The Dispute Resolution Center is requesting to transfer funds to cover the cost of the following:

- $1,000.00 be moved from Account #120-2060-412.50-62 (Travel Expense) to Account #120-2060-412.30-84 (Minor Equipment) to cover the cost of chairs and a table for the Dispute Resolution Center.

All items the DRC intends to purchase or pay for with these funds are guaranteed to arrive before the end of the month.

Please let me know if you have any questions. Thank you so much for your help with this.

Sincerely,

Kara Hawthorn

Kara Hawthorn
Executive Director

DISPUTE RESOLUTION CENTER OF JEFFERSON COUNTY

Jefferson County Courthouse-Annex 1 • 215 Franklin, Ste 131A, Beaumont, TX 77701
Phone: (409) 835-8747 • Fax: (409) 784-5811 • Website: www.co.jefferson.tx.us

Date: September 11, 2026

To: Fran Lee, Jefferson County Auditor
Rebekah Patin, First Assistant Jefferson County Auditor

Re: Dispute Resolution Center - Request to Transfer Funds

Hi Fran and Rebekah,

The Dispute Resolution Center is requesting to transfer funds to cover the cost of the following:

- $300.00 be moved from Account #120-2060-412.50-66 (Volunteer Training) to Account #120-2060-412.30-84 (Minor Equipment) to cover the cost of a printer for the Dispute Resolution Center.

The printer is guaranteed to arrive before the end of the month.

Please let me know if you have any questions. Thank you so much for your help with this.

Sincerely,

Kara Hawthorn

Kara Hawthorn
Executive Director

NAME	AMOUNT	CHECK NO.[452]	TOTAL
JURY FUND			
DAWN DONUTS	43.50	543062	
			43.50**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	6,648.51	542958	
CASH ADVANCE ACCOUNT	1,592.02	542984	
M&D SUPPLY	30.60	542986	
COASTAL DEMOLIATION INC	18,300.00	543034	
REPUBLIC SERVICES # 862	73.61	543061	
ODP BUSINESS SOLUTIONS, LLC	191.97	543090	
			26,836.71**
ROAD & BRIDGE PCT.#2			
CARY ERICKSON	1,427.81	542969	
ENTERGY	1,127.06	542975	
ACE IMAGEWEAR	41.52	542996	
S.E. TEXAS BUILDING SERVICE	520.00	542997	
TRIANGLE ENGINE DIST.	11.98	543004	
W. JEFFERSON COUNTY M.W.D.	173.95	543005	
BUMPER TO BUMPER	378.58	543027	
REPUBLIC SERVICES # 862	83.13	543061	
ODP BUSINESS SOLUTIONS, LLC	121.88	543090	
CLEVELAND ASPHALT PRODUCTS INC	10,619.64	543125	
			14,505.55**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	7.99	542972	
ENTERGY	534.25	542975	
CASH ADVANCE ACCOUNT	1,530.00	542984	
LOUIS' YAZOO SALES & SERVICE, LLC	94.95	542985	
S.E. TEXAS BUILDING SERVICE	162.50	542997	
W. JEFFERSON COUNTY M.W.D.	31.63	543005	
SOUTHERN TIRE MART, LLC	2,717.00	543007	
LOWE'S HOME CENTERS, INC.	834.05	543020	
WINDSTREAM	49.35	543030	
ALL SERV INDUSTRIAL LLC	64.93	543039	
MARTIN MARIETTA MATERIALS	648.66	543060	
REPUBLIC SERVICES # 862	73.61	543061	
			6,748.92**
ROAD & BRIDGE PCT.#4			
ENTERGY	21.94	542975	
W. JEFFERSON COUNTY M.W.D.	150.72	543005	
REPUBLIC SERVICES # 862	226.45	543061	
			399.11**
ENGINEERING FUND			
VERIZON WIRELESS	117.97	543012	
			117.97**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	2,463.08	542963	
CITY OF PORT ARTHUR - WATER DEPT.	79.16	542964	
ENTERGY	66.00	542975	
W. JEFFERSON COUNTY M.W.D.	62.24	543005	
			2,670.48**
GENERAL FUND			
TAX OFFICE			
JEFFERSON CTY. APPRAISAL DISTRICT	220.00	542983	
SOUTHEAST TEXAS WATER	351.20	542999	
UNITED STATES POSTAL SERVICE	322.66	543015	
UNITED STATES POSTAL SERVICE	9.94	543016	
ROCHESTER ARMORED CAR CO INC	378.40	543044	
REPUBLIC SERVICES # 862	36.80	543061	
WAVE SOLUTIONS LLC	3,135.00	543088	
KATHERINE CARROLL	1,596.16	543111	
			6,050.16*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.453	TOTAL
UNITED STATES POSTAL SERVICE	.78	543015	
ODP BUSINESS SOLUTIONS, LLC	114.46	543090	
AMAZON CAPITAL SERVICES	255.92	543094	
SIMPLIVERIFIED LLC	239.25	543118	
			610.41*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	44.95	543000	
UNITED STATES POSTAL SERVICE	1.56	543015	
ODP BUSINESS SOLUTIONS, LLC	331.38	543090	
			377.89*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	140.07	543015	
UNITED STATES POSTAL SERVICE	3.70	543016	
FUNCTION 4 LLC	374.00	543066	
FUNCTION4	695.72	543085	
ODP BUSINESS SOLUTIONS, LLC	152.73	543090	
			1,366.22*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	740.00	542966	
CATHERINE BRUNEY	500.00	542979	
GERMER PLLC	1,000.00	543008	
DANE DENNISON	500.00	543055	
LAW OFFICE OF J SCOTT FREDERICK	500.00	543057	
AMAZON CAPITAL SERVICES	142.49	543094	
MITCHELL PROPERTY LAW PLLC	500.00	543124	
			3,882.49*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	6.13	543015	
			6.13*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	258.96	543015	
ODP BUSINESS SOLUTIONS, LLC	1,134.42	543090	
			1,393.38*
PRINTING DEPARTMENT			
CINTAS CORPORATION	167.12	543064	
			167.12*
PURCHASING DEPARTMENT			
THE EXAMINER	307.50	542970	
PORT ARTHUR NEWS, INC.	868.50	542989	
			1,176.00*
GENERAL SERVICES			
JEFFERSON CTY. APPRAISAL DISTRICT	213,370.28	542982	
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	543002	
VERIZON WIRELESS	417.89	543011	
ROCHESTER ARMORED CAR CO INC	6,859.96	543044	
CAT5 RESOURCES LLC	338.66	543056	
FIBERLIGHT LLC	2,009.00	543077	
TREVIPAY	46.22	543115	
			226,242.01*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	198.51	543015	
AMAZON CAPITAL SERVICES	25.64	543094	
			224.15*
ELECTIONS DEPARTMENT			
ODP BUSINESS SOLUTIONS, LLC	14.08	543090	
AMAZON CAPITAL SERVICES	68.89	543094	
			82.97*
DISTRICT ATTORNEY			
FED EX	12.25	542973	
UNITED STATES POSTAL SERVICE	28.68	543015	
REALTIME REPORTING SERVICES INC.	464.19	543045	
COTTON CARGO	64.00	543070	

NAME	AMOUNT	CHECK NO.454	TOTAL
ODP BUSINESS SOLUTIONS, LLC	219.19	543090	
AMAZON CAPITAL SERVICES	118.44	543094	
RJ LEE GROUP INC	4,932.91	543106	
KANESHIA MOORE	170.00	543121	
FARAH NIXON	99.00	543122	
LUKE MARVIN	1,097.35	543123	
			7,206.01*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	529.19	543015	
CINTAS CORPORATION	38.29	543064	
FUNCTION 4 LLC	600.00	543066	
ODP BUSINESS SOLUTIONS, LLC	1,407.60	543090	
AMAZON CAPITAL SERVICES	98.84	543094	
			2,673.92*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK PC	532.77	542960	
UNITED STATES POSTAL SERVICE	11.27	543015	
ADA V. CHRISTY, CSR	5,978.25	543022	
			6,522.29*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	3,346.10	542960	
UNITED STATES POSTAL SERVICE	3.43	543015	
			3,349.53*
279TH DISTRICT COURT			
NATHAN REYNOLDS, JR.	737.00	542991	
DONEANE E. BECKCOM	110.00	543018	
KIMBERLY PHELAN, P.C.	990.00	543028	
BRITTANIE HOLMES	330.00	543051	
TARA SHELANDER	1,500.00	543054	
THE LAW OFFICE OF CHRISTY L CAUTHEN	1,875.66	543101	
			5,542.66*
317TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.78	543015	
			.78*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	96.34	543015	
			96.34*
JUSTICE COURT-PCT 1 PL 2			
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	542968	
UNITED STATES POSTAL SERVICE	10.14	543015	
			81.14*
JUSTICE COURT-PCT 2			
UNITED STATES POSTAL SERVICE	95.45	543016	
			95.45*
JUSTICE COURT-PCT 4			
J.S. EDWARDS & SHERLOCK INS. AGENCY	213.00	542968	
			213.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	30.29	543015	
ODP BUSINESS SOLUTIONS, LLC	143.48	543090	
			173.77*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	93.98	543016	
			93.98*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	35.10	543015	
			35.10*
COUNTY COURT AT LAW NO. 2			
CHARLES ROJAS	425.00	543010	
UNITED STATES POSTAL SERVICE	10.92	543015	

NAME	AMOUNT	CHECK NO.[455]	TOTAL
LANGSTON ADAMS	350.00	543021	
LAW OFFICE OF GILES R COLE & ASSOC	425.00	543082	
			1,210.92*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	850.00	542956	
A. MARK FAGGARD	400.00	542971	
MARVA PROVO	2,600.00	542990	
JOEL WEBB VAZQUEZ	425.00	543026	
LAURIE PEROZZO	350.00	543040	
JENNIFER DELAGE	1,125.00	543065	
THE LAW OFFICE OF CHRISTY L CAUTHEN	750.00	543101	
BLUE TRITON BRANDS INC	84.98	543113	
			6,584.98*
COURT MASTER			
LAWRENCE E THORNE III	2,371.53	543043	
			2,371.53*
SHERIFF'S DEPARTMENT			
CITY OF NEDERLAND	37.19	542965	
ENTERGY	1,050.35	542975	
AT&T	99.28	543001	
UNITED STATES POSTAL SERVICE	3,081.17	543015	
GALLS LLC	3,153.90	543059	
REPUBLIC SERVICES # 862	73.61	543061	
STALKER RADAR	494.00	543068	
COTTON CARGO	24.00	543070	
AMAZON CAPITAL SERVICES	49.99	543094	
			8,063.49*
CRIME LABORATORY			
THERMAL SCIENTIFIC, INC.	591.19	543003	
AFQAM	425.00	543024	
PINPOINT TESTING LLC	12,000.00	543120	
JORDYN KING	225.21	543126	
			13,241.40*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	16.00	542962	
W.W. GRAINGER, INC.	69.52	542974	
ENTERGY	459.04	542975	
MAVERICK COMMUNICATIONS, INC.	2,454.57	542987	
LOWE'S HOME CENTERS, INC.	550.61	543020	
A1 FILTER SERVICE COMPANY	1,036.40	543048	
REPUBLIC SERVICES # 862	5,283.52	543061	
TRINITY SERVICES GROUP INC	59,001.98	543071	
BOSWORTH PAPERS	1,198.75	543080	
SPINDLETOP PLUMBING	1,600.00	543083	
SCOTT EQUIPMENT LLC	142.00	543098	
LONE STAR PRISONER TRANSPORT INC	1,303.80	543104	
AMERICAN WELDING AND GAS INC	318.12	543117	
			73,434.31*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	.78	543015	
BRENDA WOOD	167.20	543078	
LAQUITA TORRES	136.80	543099	
HERA GOFFNEY	10.64	543116	
			315.42*
JUVENILE DETENTION HOME			
ENTERGY	7,303.50	542975	
CHARMTEX INC.	1,072.30	543023	
BEN E KEITH COMPANY	299.45	543025	
VANSCHECA SANDERS-CHEVIS	500.00	543032	
AMERICAN RED CROSS	42.00	543058	
REPUBLIC SERVICES # 862	519.60	543061	
VEQUAL ROBERTS	800.00	543079	
BAK GLOBAL LLC	200.00	543095	
			10,736.85*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.456	TOTAL
UNITED STATES POSTAL SERVICE	30.82	543015	
			30.82*
CONSTABLE-PCT 2			
EASTEX TACTICAL	1,651.88	543112	
			1,651.88*
CONSTABLE-PCT 4			
AMAZON CAPITAL SERVICES	740.99	543094	
			740.99*
CONSTABLE-PCT 6			
CASH ADVANCE ACCOUNT	1,415.15	542984	
UNITED STATES POSTAL SERVICE	5.35	543015	
			1,420.50*
AGRICULTURE EXTENSION SVC			
SOUTHEAST TEXAS WATER	63.20	542998	
DAVID OATES	107.92	543063	
CORENA N FITZGERALD	162.48	543069	
			333.60*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE	38.31	543015	
EZEA D EDE MD	3,297.95	543075	
LISA WASHINGTON	304.00	543092	
			3,640.26*
HEALTH AND WELFARE NO. 2			
ENTERGY	140.00	542978	
UNITED STATES POSTAL SERVICE	244.98	543016	
PROCTOR'S MORTUARY INC	900.00	543042	
EZEA D EDE MD	3,297.95	543075	
			4,582.93*
NURSE PRACTITIONER			
BAK GLOBAL LLC	100.00	543095	
			100.00*
EMERGENCY MANAGEMENT			
TREVIPAY	86.21	543115	
			86.21*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	1,586.49	542959	
ECOLAB	286.86	542967	
W.W. GRAINGER, INC.	68.23	542974	
M&D SUPPLY	32.29	542986	
S.E. TEXAS BUILDING SERVICE	24,342.17	542997	
AT&T	398.97	543001	
WORTH HYDROCHEM OF THE GULF COAST	290.00	543006	
BELT SOURCE	81.98	543029	
VOSS LIGHTING	403.20	543031	
FIRETROL PROTECTION SYSTEMS INC	6,634.00	543038	
REPUBLIC SERVICES # 862	1,558.80	543061	
CINTAS CORPORATION	121.22	543064	
ADVANTAGE INTERESTS INC	5,846.00	543067	
UNITED REFRIGERATION INC	203.70	543074	
ODP BUSINESS SOLUTIONS, LLC	170.26	543090	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	784.92	543091	
AMAZON CAPITAL SERVICES	310.90	543094	
MASSEY SERVICES INC	36.00	543105	
TRIANGLE ART AND FRAME UNLIMITED	260.00	543107	
			43,415.99*
MAINTENANCE-PORT ARTHUR			
ELECTRICAL SPECIALTIES, INC.	339.29	542955	
SCOOTER'S LAWNMOWERS	210.92	542994	
S.E. TEXAS BUILDING SERVICE	5,000.00	542997	
LOWE'S HOME CENTERS, INC.	209.45	543020	
CHARTER COMMUNICATIONS	125.28	543086	
			5,884.94*
MAINTENANCE-MID COUNTY			

NAME	AMOUNT	CHECK NO.457	TOTAL
ENTERGY	2,937.14	542975	
SANITARY SUPPLY, INC.	461.99	542993	
S.E. TEXAS BUILDING SERVICE	3,608.32	542997	
W. JEFFERSON COUNTY M.W.D.	57.16	543005	
REPUBLIC SERVICES # 862	83.13	543061	
ODP BUSINESS SOLUTIONS, LLC	45.42	543090	
			7,193.16*
SERVICE CENTER			
ACTION AUTO GLASS	948.03	542957	
SPIDLE & SPIDLE	12,408.00	542958	
CINTAS, INC.	265.04	542961	
J.K. CHEVROLET CO.	1,246.48	542980	
PHILPOTT MOTORS, INC.	1,249.51	542988	
AT&T	48.02	543001	
BUMPER TO BUMPER	1,382.54	543027	
AMERICAN TIRE DISTRIBUTORS	349.36	543037	
MIGHTY OF SOUTHEAST TEXAS	1,295.25	543046	
SPANKY'S WRECKER SERVICE INC	150.00	543050	
ADVANCE AUTO PARTS	1,231.36	543053	
REPUBLIC SERVICES # 862	83.13	543061	
JCN OIL SERVICE	140.00	543073	
			20,796.72*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	12.47	543015	
			12.47*
			473,512.27**
MOSQUITO CONTROL FUND			
ENTERGY	811.26	542975	
JACK BROOKS REGIONAL AIRPORT	415.16	542981	
ACE IMAGEWEAR	85.65	542996	
AT&T	46.16	543001	
LJA ENGINEERING INC	1,085.00	543049	
SIMCO AUTOMOTIVE INC	212.00	543052	
REPUBLIC SERVICES # 862	83.13	543061	
			2,738.36**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICES	213.80	543096	
			213.80**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	65.72	543013	
			65.72**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	89.05	543015	
UNITED STATES POSTAL SERVICE	59.28	543016	
CHARTER COMMUNICATIONS	134.72	543087	
			283.05**
LAW OFFICER TRAINING GRT			
ENTERGY	424.38	542975	
			424.38**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	606.26	542962	
CASH ADVANCE ACCOUNT	1,377.20	542984	
AT&T	27.24	543001	
UNITED STATES POSTAL SERVICE	10.98	543015	
4IMPRINT, INC.	735.87	543019	
REPUBLIC SERVICES # 862	83.13	543061	
			2,840.68**
CRIME LAB FUNDING CJD			
CAYMAN CHEMICAL COMPANY	175.00	543041	
			175.00**
AIRPORT FUND			
ENTERGY	17,775.28	542977	
AT&T	446.18	543001	

NAME	AMOUNT	CHECK NO.458	TOTAL
UNITED STATES POSTAL SERVICE	1.56	543015	
DISH NETWORK	131.44	543033	
REPUBLIC SERVICES # 862	415.66	543061	
			18,770.12**
SE TX EMP. BENEFIT POOL			
SECURIAN LIFE INSURANCE COMPANY	34,334.18	543102	
MADISON NATIONAL LIFE INSURANCE COM	4,827.91	543103	
LIVINITI LLC	395,644.47	543109	
RXCOMPASS LLC	19,264.00	543110	
VISION SERVICE PLAN	6,454.27	543119	
			460,524.83**
SETEC FUND			
REPUBLIC SERVICES # 862	905.00	543061	
			905.00**
WORKER'S COMPENSATION FD			
JEFFERSON CTY - WORKERS COMP	37,980.90	543100	
			37,980.90**
D.A.'S FORFEITURED FUNDS			
THIRD COAST TINT	400.00	543036	
			400.00**
SHERIFF'S FORFEITURE FUND			
CASH ADVANCE ACCOUNT	3,729.91	542984	
			3,729.91**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	21,518.86	542936	
CLEAT	3,197.00	542937	
JEFFERSON CTY. TREASURER	13,820.48	542938	
JEFFERSON CTY. COMMUNITY SUP.	7,350.11	542939	
JEFFERSON CTY. TREASURER - HEALTH	594,285.19	542940	
JEFFERSON CTY. TREASURER - PAYROLL	2,278,908.71	542941	
JEFFERSON CTY. TREASURER - PAYROLL	748,590.94	542942	
POLICE & FIRE FIGHTERS' ASSOCIATION	5,030.15	542943	
JEFFERSON CTY. TREASURER - TCDRS	869,959.53	542944	
JEFFERSON COUNTY TREASURER	3,430.70	542945	
JEFFERSON COUNTY - TREASURER -	12,278.33	542946	
NECHES FEDERAL CREDIT UNION	31,912.58	542947	
JEFFERSON COUNTY - NATIONWIDE	62,734.97	542948	
SBA - U S DEPARTMENT OF TREASURY	91.36	542949	
CBE GROUP INC	214.56	542950	
CHUBB	5,476.21	542951	
JEFFERSON CTY. TREASURER - VISION	2,848.77	542952	
THE HARTFORD INSURANCE GROUP	7,711.54	542953	
MISSISSIPPI DEPT OF HUMAN SERVICES	71.54	542954	
			4,669,431.53**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	1,708.27	543084	
RUBEN ZAPATA	600.00	543097	
ERIKA BURGE	400.00	543108	
			2,708.27**
ARPA CORONAVIRUS RECOVERY			
PREFERRED FACILITIES GROUP-USA, LLC	326,186.23	543081	
			326,186.23**
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	2,828.75	543076	
			2,828.75**
MARINE DIVISION			
ENTERGY	250.73	542975	
JACK BROOKS REGIONAL AIRPORT	976.12	542981	
RITTER @ HOME	69.45	542992	
SETZER HARDWARE, INC.	160.01	542995	
ADVANCED SYSTEMS & ALARM SERVICES,	1,245.00	543009	
MODICA BROS. TIRES & WHEELS	1,393.04	543017	
THE DINGO GROUP-PETE JORGENSON MARI	396.51	543035	

NAME	AMOUNT	CHECK NO.459	TOTAL
GALLS LLC	457.36	543059	
WEST MARINE PRO	1,528.45	543072	
A1 TINT AND ACCESSORIES INC	249.00	543114	
			6,725.67**
SHERIFF - COMMISSARY			
MUELLER INC	3,500.00	543047	
			3,500.00**
			6,065,266.71***

NAME	AMOUNT	CHECK NO.460	TOTAL
JURY FUND			
CASH ADVANCE ACCOUNT	932.88	543155	
			932.88**
ROAD & BRIDGE PCT.#1			
HOME FURNITURE COMPANY	695.00	543128	
ENTERGY	966.65	543149	
M&D SUPPLY	262.14	543159	
ACE IMAGEWEAR	25.44	543171	
HERRERA'S EMERGENCY LIGHTING	240.00	543211	
TRANSIT & LEVEL CLINIC LLC	5,190.00	543258	
WALLER COUNTY ASPHALT	7,580.81	543261	
HARRIS COUNTY TOLL ROAD AUTHORITY	41.53	543265	
ODP BUSINESS SOLUTIONS, LLC	681.54	543301	
TRENDSETTER SCREENPRINTING	275.00	543306	
CLEVELAND ASPHALT PRODUCTS INC	16,699.81	543335	
			32,657.92**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	6,786.90	543133	
AUDILET TRACTOR SALES	966.50	543137	
HARTMANN BLDG. SPECIALITIES	4,208.10	543151	
RITTER @ HOME	5.79	543166	
ACE IMAGEWEAR	20.76	543171	
CENTERPOINT ENERGY RESOURCES CORP	77.38	543216	
RUTTY & MORRIS LLC	1,632.34	543222	
NEW WAVE WELDING TECHNOLOGY	27.90	543226	
BLADES GROUP LLC	4,932.00	543294	
TRP CONSTRUCTION GROUP LLC	8,606.00	543310	
			27,263.67**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	73.02	543144	
RITTER @ HOME	317.40	543166	
TRI-CON, INC.	9,174.42	543184	
CENTERPOINT ENERGY RESOURCES CORP	66.08	543216	
NORTH & EAST TX CTY JUDGES & COMM	250.00	543290	
GFL ENVIRONMENTAL	1,010.01	543321	
			10,890.93**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	8,429.50	543133	
CINTAS, INC.	345.05	543142	
M&D SUPPLY	398.27	543159	
SMARTS TRUCK & TRAILER INC	13.86	543172	
SOUTHEAST TEXAS WATER	241.75	543180	
TRI-CON, INC.	2,328.52	543184	
ASCO	12.66	543243	
O'REILLY AUTO PARTS	448.94	543268	
GULF COAST	290.25	543276	
AMERICAN WELDING AND GAS INC	155.55	543329	
			12,664.35**
ENGINEERING FUND			
ODP BUSINESS SOLUTIONS, LLC	416.68	543301	
AMAZON CAPITAL SERVICES	14.24	543308	
			430.92**
PARKS & RECREATION			
ADAMS BACKHOE SERVICE	3,783.00	543130	
ENTERGY	1,459.40	543149	
SETZER HARDWARE, INC.	6.08	543170	
COUNTY HOME AND RANCH LP	77.16	543236	
MARTIN MARIETTA MATERIALS	12,930.26	543255	
AMAZON CAPITAL SERVICES	468.78	543308	
			18,724.68**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	44.70	543171	
UNITED STATES POSTAL SERVICE	243.93	543203	

NAME	AMOUNT	CHECK NO.461	TOTAL
CUMMINS-ALLISON CORP	158.91	543240	
NEMO-Q	310.00	543246	
TEXAS ASSOCIATION OF COUNTIES	520.00	543264	
ODP BUSINESS SOLUTIONS, LLC	67.10	543301	
			1,344.64*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	4.68	543203	
BAPTIST PHYSICIAN NETWORK	238.00	543205	
ODP BUSINESS SOLUTIONS, LLC	462.82	543301	
			705.50*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	44.92	543203	
AMAZON CAPITAL SERVICES	299.99	543308	
US BANK NATIONAL ASSOCIATION	83.88	543327	
			428.79*
COUNTY CLERK			
JEFFERSON CTY. CLERK	10.50	543129	
CASH ADVANCE ACCOUNT	1,018.78	543155	
SCOTT MERRIMAN, INC.	2,420.00	543169	
COUNTY & DISTRICT CLERK ASSN. OF TX	80.00	543187	
UNITED STATES POSTAL SERVICE	156.97	543203	
AMAZON CAPITAL SERVICES	13.99	543308	
			3,700.24*
COUNTY JUDGE			
UNITED STATES POSTAL SERVICE	1.56	543203	
GRACE NICHOLS	450.00	543229	
US BANK NATIONAL ASSOCIATION	170.00	543327	
			621.56*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	9.54	543203	
			9.54*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	156.62	543203	
US BANK NATIONAL ASSOCIATION	83.88	543327	
			240.50*
PRINTING DEPARTMENT			
LINDENMEYR MUNROE	849.63	543289	
BOSWORTH PAPERS	3,289.50	543291	
			4,139.13*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	69.60	543203	
			69.60*
GENERAL SERVICES			
SOUTHEAST TEXAS WATER	45.45	543182	
LJA ENGINEERING INC	1,307.08	543237	
			1,352.53*
DATA PROCESSING			
SOUTHEAST TEXAS WATER	33.90	543177	
SOUTHEAST TEXAS WATER	75.48	543178	
JOHN FERRARA	1,212.80	543212	
AMAZON CAPITAL SERVICES	32.35	543308	
			1,354.53*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	218.17	543203	
			218.17*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	4.19	543203	
AT&T MOBILITY	2,568.67	543256	
AMAZON CAPITAL SERVICES	16.77	543308	
			2,589.63*
DISTRICT ATTORNEY			

NAME	AMOUNT	CHECK NO.462	TOTAL
UNITED STATES POSTAL SERVICE	79.47	543203	
US BANK NATIONAL ASSOCIATION	1,287.44	543327	
			1,366.91*
DISTRICT CLERK			
POSTMASTER	250.00	543161	
UNITED STATES POSTAL SERVICE	472.33	543203	
COTTON CARGO	147.00	543274	
ODP BUSINESS SOLUTIONS, LLC	221.55	543301	
ODP BUSINESS SOLUTIONS, LLC	5,032.88	543302	
AMAZON CAPITAL SERVICES	23.29	543308	
			6,147.05*
CRIMINAL DISTRICT COURT			
DONALD W. DUESLER & ASSOC.	8,750.00	543146	
KEVIN S. LAINE	4,375.00	543190	
JOHN D WEST	8,750.00	543200	
LANGSTON ADAMS	8,750.00	543209	
JASON ROBERT NICKS	4,375.00	543232	
TURK LAW FIRM	10,837.46	543241	
			45,837.46*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	44.95	543181	
UNITED STATES POSTAL SERVICE	2.34	543203	
MELISSA NAIL	1,752.23	543259	
			1,799.52*
60TH DISTRICT COURT			
TONYA JACKSON	1,151.38	543217	
US BANK NATIONAL ASSOCIATION	170.00	543327	
			1,321.38*
136TH DISTRICT COURT			
TERI DAIGLE, CSR, RPR	605.19	543199	
LEXIS-NEXIS	125.00	543204	
			730.19*
252ND DISTRICT COURT			
KEVIN S. LAINE	4,375.00	543190	
CHARLES ROJAS	8,750.00	543195	
JASON ROBERT NICKS	4,375.00	543232	
ALLEN PARKER	8,750.00	543233	
BRITTANIE HOLMES	8,750.00	543239	
MARVIN LEWIS JR	8,750.00	543270	
US BANK NATIONAL ASSOCIATION	170.00	543327	
			43,920.00*
279TH DISTRICT COURT			
ALISA RAUMAKER, CSR	97.20	543135	
PHILLIP DOWDEN	2,420.00	543136	
ANITA F. PROVO	1,617.00	543163	
UNITED STATES POSTAL SERVICE	2.34	543203	
LANGSTON ADAMS	1,595.00	543209	
JOEL WEBB VAZQUEZ	660.00	543214	
KIMBERLY PHELAN, P.C.	770.00	543218	
THOMSON REUTERS-WEST	63.00	543244	
BRYAN E MCEACHERN PC	319.00	543247	
THE PARDUE LAW FIRM, PLLC	5,038.00	543285	
THE LAW OFFICE OF CHRISTY L CAUTHEN	2,794.00	543316	
TONYA TOUPS ATTORNEY PLLC	660.00	543333	
			16,035.54*
317TH DISTRICT COURT			
THOMAS J. BURBANK PC	650.00	543141	
A. MARK FAGGARD	700.00	543147	
MARVA PROVO	325.00	543162	
KEVIN S. LAINE	325.00	543190	
CHARLES ROJAS	425.00	543195	
JOEL WEBB VAZQUEZ	325.00	543214	
			2,750.00*
JUSTICE COURT-PCT 1 PL 1			

NAME	AMOUNT	CHECK NO.463	TOTAL
SOUTHEAST TEXAS WATER	14.95	543176	
UNITED STATES POSTAL SERVICE	98.01	543203	
			112.96*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	61.02	543203	
ODP BUSINESS SOLUTIONS, LLC	289.58	543301	
ANA RUTH	20.71	543337	
			371.31*
JUSTICE COURT-PCT 4			
US POSTAL SERVICE	2,934.00	543207	
SARA PHELPS	20.00	543339	
			2,954.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	77.77	543203	
			77.77*
JUSTICE OF PEACE PCT. 8			
KALAN GARDNER	900.00	543323	
			900.00*
COUNTY COURT AT LAW NO.1			
SOUTHEAST TEXAS WATER	64.45	543175	
UNITED STATES POSTAL SERVICE	8.58	543203	
			73.03*
COUNTY COURT AT LAW NO. 2			
MARVA PROVO	400.00	543162	
NATHAN REYNOLDS, JR.	350.00	543165	
UNITED STATES POSTAL SERVICE	34.32	543203	
LAURIE PEROZZO	350.00	543231	
ODP BUSINESS SOLUTIONS, LLC	101.28	543301	
			1,235.60*
COUNTY COURT AT LAW NO. 3			
UNITED STATES POSTAL SERVICE	23.40	543203	
JOEL WEBB VAZQUEZ	350.00	543214	
THE LAW OFFICE OF CHRISTY L CAUTHEN	2,525.00	543316	
US BANK NATIONAL ASSOCIATION	263.00	543327	
			3,161.40*
COURT MASTER			
SOUTHEAST TEXAS WATER	47.45	543174	
			47.45*
SHERIFF'S DEPARTMENT			
UNITED STATES POSTAL SERVICE	1,551.71	543203	
PREFERRED FACILITIES GROUP-USA, LLC	11,960.52	543292	
ARCTIC SHELL INC	1,004.52	543305	
US BANK NATIONAL ASSOCIATION	2,222.30	543327	
			16,739.05*
CRIME LABORATORY			
SOUTHEAST TEXAS WATER	84.90	543179	
NMS LABS	1,000.00	543235	
BOSWORTH PAPERS	513.75	543291	
WORKQUEST	185.80	543295	
ODP BUSINESS SOLUTIONS, LLC	291.04	543301	
AMAZON CAPITAL SERVICES	69.98	543308	
BAK GLOBAL LLC	100.00	543309	
ANSI NATIONAL ACCREDITATION BOARD	17,000.00	543320	
			19,245.47*
JAIL - NO. 2			
BOB BARKER CO., INC.	956.50	543138	
KOMMERCIAL KITCHENS	21,130.00	543158	
M&D SUPPLY	13.94	543159	
MAVERICK COMMUNICATIONS, INC.	2,074.62	543160	
WORTH HYDROCHEM OF THE GULF COAST	390.00	543186	
SOUTHERN TIRE MART, LLC	360.96	543189	
TEXAS GAS SERVICE	1,110.64	543210	

NAME	AMOUNT	CHECK NO.464	TOTAL
GALLS LLC	3,884.10	543254	
FERGUSON ENTERPRISES INC	4,774.89	543262	
LASALLE CORRECTIONS VI LLC	26,775.00	543269	
TRINITY SERVICES GROUP INC	116,252.33	543275	
JCN OIL SERVICE	140.00	543281	
ALPHAGRAPHICS US809	286.91	543293	
WORKQUEST	2,803.16	543295	
ODP BUSINESS SOLUTIONS, LLC	2,299.84	543301	
AMAZON CAPITAL SERVICES	82.99	543308	
MORTON MORROW INC	2,450.50	543314	
LONE STAR PRISONER TRANSPORT INC	2,284.30	543318	
MASSEY SERVICES INC	1,800.00	543319	
TREVIPAY	16.44	543328	
AUTO CHLOR SERVICES LLC	3,304.40	543331	
COOKS DIRECT INC	355.00	543332	
			193,546.52*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	10.36	543203	
NICOLE CLARK	73.72	543317	
			84.08*
JUVENILE DETENTION HOME			
S.E. TEXAS BUILDING SERVICE	2,250.00	543173	
BEN E KEITH COMPANY	662.24	543213	
CENTERPOINT ENERGY RESOURCES CORP	252.08	543216	
US BANK NATIONAL ASSOCIATION	293.00	543327	
			3,457.32*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	31.80	543203	
			31.80*
CONSTABLE-PCT 2			
CASH ADVANCE ACCOUNT	189.00	543155	
ODP BUSINESS SOLUTIONS, LLC	398.07	543301	
EASTEX TACTICAL	289.89	543324	
			876.96*
CONSTABLE-PCT 4			
KIRKSEY'S SPRINT PRINTING	20.75	543157	
DISH NETWORK	99.43	543221	
ODP BUSINESS SOLUTIONS, LLC	71.19	543301	
			191.37*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	3.99	543203	
TRANSUNION RISK AND ALTERNATIVE	126.00	543253	
			129.99*
CONSTABLE PCT. 7			
AMAZON CAPITAL SERVICES	319.49	543308	
			319.49*
AGRICULTURE EXTENSION SVC			
CASH ADVANCE ACCOUNT	1,208.92	543155	
TYLER FITZGERALD	50.00	543272	
US BANK NATIONAL ASSOCIATION	76.50	543327	
			1,335.42*
HEALTH AND WELFARE NO. 1			
MCKESSON MEDICAL-SURGICAL INC	3,278.34	543194	
UNITED STATES POSTAL SERVICE	43.57	543203	
VECTOR SECURITY	480.36	543263	
TEXAS MEDICAL LIABILITY TRUST	936.50	543288	
ODP BUSINESS SOLUTIONS, LLC	1,350.48	543301	
AMAZON CAPITAL SERVICES	439.98	543308	
BAK GLOBAL LLC	420.00	543309	
			6,949.23*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	900.00	543140	
ENTERGY	280.00	543150	

NAME	AMOUNT	CHECK NO.[465]	TOTAL
MCKESSON MEDICAL-SURGICAL INC	3,278.33	543194	
TERRI WATSON	106.95	543219	
AMERICAN MEDICAL ASSOCIATION	280.00	543224	
TOCCARA JOHNSON	133.00	543266	
TEXAS MEDICAL LIABILITY TRUST	936.50	543288	
CHARTER COMMUNICATIONS	170.89	543298	
ODP BUSINESS SOLUTIONS, LLC	755.25	543301	
			6,840.92*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	9,833.77	543194	
			9,833.77*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	21,425.09	543245	
PIONEERRX LLC	792.91	543330	
			22,218.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	543201	
AMAZON CAPITAL SERVICES	45.00	543308	
			195.00*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	184.00	543127	
SPIDLE & SPIDLE	11,989.45	543133	
JOHNSTONE SUPPLY	121.95	543134	
CITY OF BEAUMONT - WATER DEPT.	14,781.08	543143	
W.W. GRAINGER, INC.	252.79	543148	
INTERSTATE BATTERIES OF BEAUMONT/PA	132.95	543153	
JOHNSON CONTROLS, INC.	4,792.13	543156	
M&D SUPPLY	133.87	543159	
ACE IMAGEWEAR	543.68	543171	
UNITED COMMUNICATIONS, INC.	98.50	543198	
FIRETROL PROTECTION SYSTEMS INC	9,854.00	543228	
SHERWIN-WILLIAMS	2,007.56	543230	
MOORE-ALL TEX SUPPLY	580.23	543267	
O'REILLY AUTO PARTS	11.99	543268	
ODP BUSINESS SOLUTIONS, LLC	164.14	543301	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	568.32	543304	
AMAZON CAPITAL SERVICES	117.96	543308	
MASSEY SERVICES INC	127.00	543319	
TRIANGLE ART AND FRAME UNLIMITED	575.00	543322	
			46,800.68*
MAINTENANCE-PORT ARTHUR			
ELECTRICAL SPECIALTIES, INC.	8,719.13	543132	
SPIDLE & SPIDLE	1,162.73	543133	
JOHNSTONE SUPPLY	387.78	543134	
W.W. GRAINGER, INC.	107.34	543148	
ENTERGY	7,352.00	543149	
SANITARY SUPPLY, INC.	4,296.86	543168	
COTTON CARGO	142.00	543274	
US BANK NATIONAL ASSOCIATION	44.34	543327	
			22,212.18*
MAINTENANCE-MID COUNTY			
SETZER HARDWARE, INC.	43.97	543170	
ACE IMAGEWEAR	42.09	543171	
CENTERPOINT ENERGY RESOURCES CORP	77.38	543216	
			163.44*
SERVICE CENTER			
SPIDLE & SPIDLE	28,763.23	543133	
HI-LINE	1,493.64	543152	
ULINE SHIPPING SUPPLY SPECIALI	273.72	543185	
S.E. TEXAS AUTO EQUIPMENT	737.95	543188	
SPANKY'S WRECKER SERVICE INC	150.00	543238	
ADVANCE AUTO PARTS	66.70	543242	
DENNIS LOWE	459.95	543260	
TOWN AND COUNTRY FORD	189.75	543315	
MASSEY SERVICES INC	72.50	543319	
US BANK NATIONAL ASSOCIATION	35.50	543327	
			32,242.94*
			529,029.56**
MOSQUITO CONTROL FUND			

NAME	AMOUNT	CHECK NO.466	TOTAL
ADAPCO LLC	215.90	543131	
JACK BROOKS REGIONAL AIRPORT	1,649.73	543154	
SANITARY SUPPLY, INC.	31.45	543168	
SETZER HARDWARE, INC.	84.04	543170	
ACE IMAGEWEAR	85.65	543171	
FASTENAL	130.00	543191	
CENTERPOINT ENERGY RESOURCES CORP	58.88	543216	
TEXAS DEPARTMENT OF AGRICULTURE	75.00	543257	
O'REILLY AUTO PARTS	151.35	543268	
ES OPCO USA LLC	2,695.68	543286	
ODP BUSINESS SOLUTIONS, LLC	80.70	543301	
AMAZON CAPITAL SERVICES	689.84	543308	
US BANK NATIONAL ASSOCIATION	2,605.16	543327	
			8,553.38**
FEMA EMERGENCY			
TEXAS DIVISION OF EMERGENCY MANAGEM	14,017.02	543277	
			14,017.02**
FAMILY GROUP CONFERENCING			
ROXANNE RENEE EVANS	990.00	543325	
			990.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	12,064.17	543278	
			12,064.17**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	206.00	543244	
			206.00**
ENVIRONMENTAL GRANTS/H20			
US POSTAL SERVICE	820.00	543206	
			820.00**
SHSP/CCP2005/RURAL LAW EN			
SILSBEE FORD INC	1,741.19	543248	
EASTEX TACTICAL	2,324.63	543324	
			4,065.82**
EMPG GRANT			
VERIZON WIRELESS	59.92	543201	
US BANK NATIONAL ASSOCIATION	477.06	543327	
			536.98**
JUVENILE PROB & DET. FUND			
GRAYSON COUNTY DEPT OF JUVENILE	9,300.00	543252	
RITE OF PASSAGE	9,145.00	543282	
			18,445.00**
GRANT A STATE AID			
BI INCORPORATED	1,087.85	543196	
GRAYSON COUNTY DEPT OF JUVENILE	9,869.14	543252	
RITE OF PASSAGE	16,920.00	543282	
			27,876.99**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	675.63	543155	
UNITED STATES POSTAL SERVICE	53.68	543203	
JCCSC	295.00	543234	
BAK GLOBAL LLC	280.00	543309	
			1,304.31**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	255.84	543159	
			255.84**
SHERIFF'S TRAINING GRANT			
EAN SERVICES LLC	1,071.84	543250	
COWBOY CONCEALMENTS LLC	5,275.00	543338	
			6,346.84**
LAW OFFICER TRAINING GRT			

NAME	AMOUNT	CHECK NO.467	TOTAL
CASH ADVANCE ACCOUNT	1,438.00	543155	
ODP BUSINESS SOLUTIONS, LLC	435.30	543301	
			1,873.30**
COUNTY RECORDS MANAGEMENT			
AMAZON CAPITAL SERVICES	59.49	543308	
			59.49**
CJD SHERIFF GRANTS			
COVENANT TACTICAL LLC	27,300.00	543279	
			27,300.00**
CHEEK H2O & SEWER			
LJA ENGINEERING INC	2,092.16	543237	
			2,092.16**
DEPUTY SHERIFF EDUCATION			
PUBLIC AGENCY TRAINING COUNCIL	400.00	543164	
LAW ENFORCEMENT MGMT INST OF TEXAS	395.00	543249	
			795.00**
J.P. COURTROOM TECH. FUND			
DELL MARKETING L.P.	1,439.25	543145	
CDW COMPUTER CENTERS, INC.	751.36	543192	
			2,190.61**
HOTEL OCCUPANCY TAX FUND			
DISH NETWORK	146.44	543220	
US BANK NATIONAL ASSOCIATION	1,754.05	543327	
			1,900.49**
CRIME LAB FUNDING CJD			
SWAFS	470.00	543167	
			470.00**
JC CHILD ABUSE PREVENTION			
MARY BEVIL	1,270.50	543283	
			1,270.50**
AIRPORT FUND			
BEAUMONT TRACTOR COMPANY	6,078.15	543139	
CINTAS, INC.	199.98	543142	
W.W. GRAINGER, INC.	167.49	543148	
SANITARY SUPPLY, INC.	511.65	543168	
S.E. TEXAS BUILDING SERVICE	5,868.34	543173	
TRANTEX, INC.	2,655.00	543193	
LOWE'S HOME CENTERS, INC.	38.87	543208	
CENTERPOINT ENERGY RESOURCES CORP	228.73	543216	
GALLS LLC	692.25	543254	
TITAN AVIATION FUELS	98,958.29	543271	
CHARTER COMMUNICATIONS	125.65	543297	
ODP BUSINESS SOLUTIONS, LLC	69.26	543301	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	27.44	543304	
AMAZON CAPITAL SERVICES	30.89	543308	
BAK GLOBAL LLC	100.00	543309	
US BANK NATIONAL ASSOCIATION	182.10	543327	
LANDRY SUPPLY LLC OF LAKE CHARLES	14.48	543336	
			115,948.57**
SE TX EMP. BENEFIT POOL			
NEUROMUSCULAR CORPORATE SOLUTIONS	19,800.00	543273	
			19,800.00**
SETEC FUND			
SHOPPA'S FARM SUPPLY	25,200.00	543251	
			25,200.00**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	1,325.88	543296	
RUBEN ZAPATA	800.00	543311	
			2,125.88**
ARPA CORONAVIRUS RECOVERY			

NAME	AMOUNT	CHECK NO.[468]	TOTAL
JEFFERSON CTY. WATER DISTRICT #10	380,537.89	543197	
TIDAL BASIN GOVERNMENT CONSULTING	10,313.75	543287	
FAMILY SERVICES OF SOUTHEAST TX INC	50,000.00	543313	
			440,851.64**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	3,092.60	543225	
			3,092.60**
MARINE DIVISION			
SPIDLE & SPIDLE	1,412.22	543133	
ENTERGY	749.63	543149	
JACK BROOKS REGIONAL AIRPORT	630.96	543154	
SETZER HARDWARE, INC.	196.77	543170	
BUMPER TO BUMPER	39.99	543215	
THE DINGO GROUP-PETE JORGENSON MARI	27.87	543223	
SPECIAL TACTICAL SERVICES LLC	16,540.00	543227	
WEST MARINE PRO	2,609.04	543280	
AERO PERFORMANCE	659.46	543303	
MERIT APPAREL CO INC	421.00	543334	
			23,286.94**
SHERIFF - COMMISSARY			
TCI - INDUSTRIAL METAL PRODUCTS	6,142.00	543183	
GUARDIAN RFID	1,450.95	543312	
TREVIPAY	955.00	543328	
			8,547.95**
			1,404,882.39***

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: ROBERT GRIMM – EMERGENCY MANAGEMENT

SUBJECT: BUDGET TRANSFER

DATE: AUGUST 27, 2026

Budget Adjustment – Emergency Management – Additional Cost for Travel

120-5080-429-5062	Travel Expense	$916.00	
120-5080-429-3084	Minor Equipment		$916.00

9-16-26

PRECINCT 1, PLACE 1
(409) 835-8522 PHONE
(409) 835-8523 FAX

1085 PEARL ST, ROOM 105
BEAUMONT, TX 77701

JUDGE NAOMI DOYLE
JUSTICE OF THE PEACE

RE: TRANSFER OF FUNDS

Greetings,

I am writing to formally request a $300.00 transfer from 120-2041-412-1005. This is to be transferred into my 120-2041-412.40-52.

These funds will be used to cover the Postage.

Please let me know if you require any further information.

Best Regards,
Judge Naomi Doyle

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending August 31, 2026

Fran Lee - County Auditor

FRAN LEE
COUNTY AUDITOR
(409) 835-8500

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

September 16, 2026

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

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of August 31, 2026 together with the results of operations of the budget for the eleventh period then ended.

Revenue:

Total budgeted revenue collected for the eleven months ending August 31, 2026 is $175,809,002. Budgeted Revenues are $172,708,871, resulting in additional revenue collection of $3,100,131 in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are $118,336,074 for the first eleven months of the year. This amount represents ninety-eight percent of the budgeted amount of $120,291,046.

Sales Taxes:

Revenue from Sales Taxes has exceeded the budgeted amount of $32,900,000 by $2,171,964.

Licenses & Permits:

Revenue from Licenses & Permits has exceeded the budgeted amount of $376,000 by $325,853.

Intergovernmental:

Revenue from Intergovernmental has exceeded the budgeted amount of $1,656,350 by $122,253.

Fees:

Revenue from Fees has exceeded the budgeted amount of $11,960,475 by $1,275,169.

Fines and Forfeitures:

Revenue from Fines and Forfeitures has exceeded the budgeted amount of $1,600,000 by $95,386.

Interest:

Revenue from Interest has exceeded the budgeted amount of $3,895,000 by $1,054,777.

Other Revenues:

Revenue from Other Revenue has exceeded the budgeted amount of $30,000 by $9,701.

Expenditures:

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

Page Three

Expenditures are budgeted to be $185,704,541, which includes General Funds and debt service funds, excluding budgeted transfers of $7,466,299 for the fiscal year ending September 30, 2026.

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

Sincerely,

Fran Lee
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING AUGUST 31, 2026
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending August 31, 2026

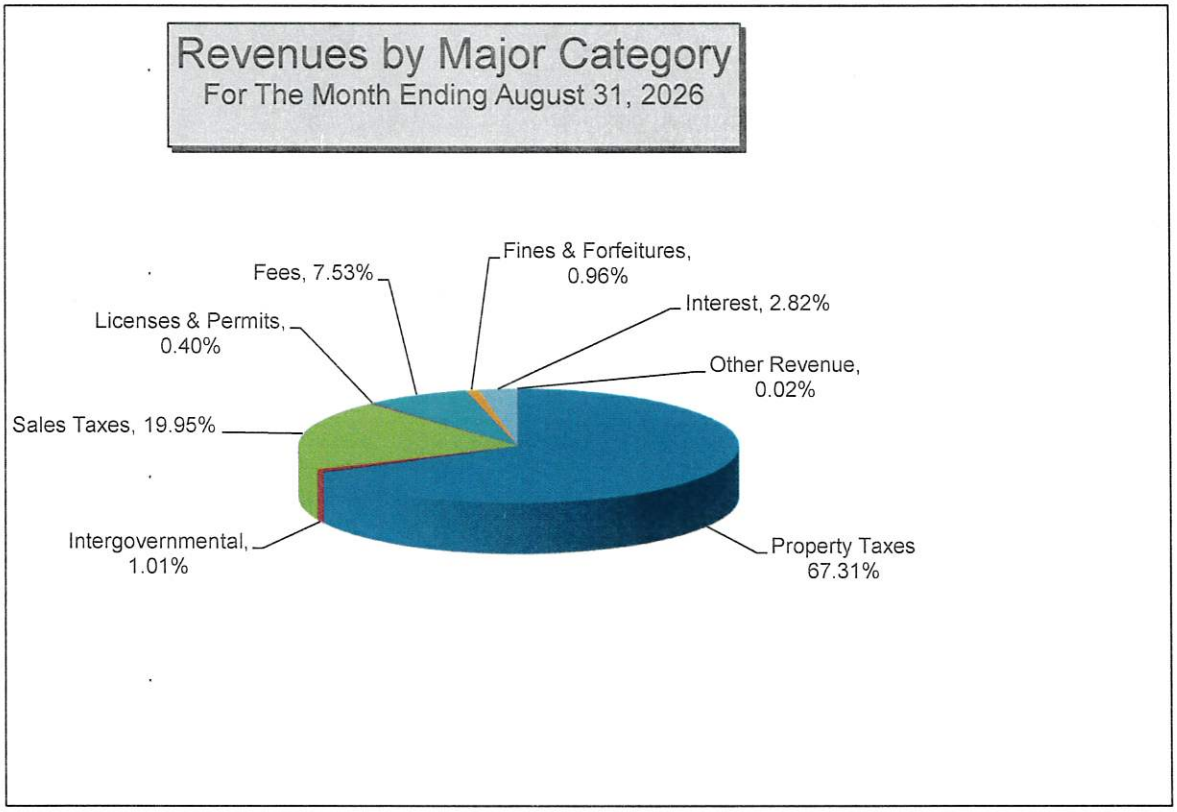
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 119,672,157	52,300,402	23,589,070	609,369	1,780,628	5,853,746	$ 203,805,372
Receivables & Prepaids	6,867,901	13,252	-	267,842	312,928	-	7,461,923
Intergovernmental Receivables	264,258	-	-	-	-	-	264,258
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	916,914	18,060	-	-	141,384	-	1,076,358
Other Assets	165,896	-	-	-	83,977,531	-	84,143,427
Total Assets	$ 128,037,126	$ 52,331,714	$ 23,589,070	$ 877,211	$ 86,212,471	$ 5,853,746	$ 296,901,338
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 4,095,120	544,814	-	-	530,799	3,255,492	$ 8,426,225
Intergovernmental Payables	360	38	-	-	11	-	409
Other Liabilities	6,334,754	682,330	-	251,373	7,054,243	-	14,322,700
Fund Balance/Equity	117,606,892	51,104,532	23,589,070	625,838	78,627,418	2,598,254	274,152,004
Total Liabilities and Fund Balance/Equity	$ 128,037,126	$ 52,331,714	$ 23,589,070	$ 877,211	$ 86,212,471	$ 5,853,746	$ 296,901,338

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending August 31, 2026

	7/31/2026	Month Ending August 31, 2026				8/31/2026
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 105,645	$ 7,769	$ 21,573	$ -	$ -	$ 91,841
Road & Bridge Pct. 1	4,700,007	76,400	137,948	-	-	4,638,459
Road & Bridge Pct. 2	2,232,646	76,400	436,690	-	-	1,872,356
Road & Bridge Pct. 3	989,521	76,400	188,363	-	-	877,558
Road & Bridge Pct. 4	3,387,083	90,846	166,334	-	-	3,311,595
Engineering Fund	430,700	4,654	114,600	-	-	320,754
Parks & Recreation	154,353	1,913	17,085	-	-	139,181
General Fund	107,347,962	5,710,255	10,076,029	(336,237)	-	102,645,951
Mosquito Control Fund	742,517	8,041	197,536	-	-	553,022
Tobacco Settlement Fund	3,144,885	11,290	-	-	-	3,156,175
Total General Funds	123,235,319	6,063,968	11,356,158	(336,237)	-	117,606,892
Total Special Revenue Funds	51,672,967	1,207,162	1,776,172	575	-	51,104,532
Total Capital Project Funds	23,840,385	149,669	400,984	-	-	23,589,070
Total Debt Service Funds	605,930	19,908	-	-	-	625,838
Total Enterprise Funds	78,330,979	858,350	897,573	335,662	-	78,627,418
Total Internal Service Funds	3,098,775	1,849,353	2,349,874	-	-	2,598,254
Total Balances	$ 280,784,355	$ 10,148,410	$ 16,780,761	$ -	$ -	$ 274,152,004

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending August 31, 2026

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 118,336,074	$ 120,291,046	$ 1,954,972	1.63%
Sales Taxes	35,071,964	32,900,000	(2,171,964)	-6.60%
Licenses & Permits	701,853	376,000	(325,853)	-86.66%
Intergovernmental	1,778,603	1,656,350	(122,253)	-7.38%
Fees	13,235,644	11,960,475	(1,275,169)	-10.66%
Fines & Forfeitures	1,695,386	1,600,000	(95,386)	-5.96%
Interest	4,949,777	3,895,000	(1,054,777)	-27.08%
Other Revenue	39,701	30,000	(9,701)	-32.34%
	$ 175,809,002	$ 172,708,871	$ (3,100,131)	-1.80%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending August 31, 2026

	October 2025 -December	January	February	March	April	May	June	July	August	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund												
Current Taxes	$ 72,073	$ 119,374	$ 102,546	$ 5,034	$ 2,000	$ 1,176	1,996	$ 1,597	$ 650	$ 306,446	$ 311,759	$ 5,313
Delinquent Taxes	497	282	(36)	218	(13)	57	10	153	126	1,294	1,414	120
Jury Fees	10,991	5,311	5,592	5,882	7,017	6,326	5,781	6,266	6,902	60,068	70,000	9,932
Other Revenue	45,410	-	-	74,461	-	91	72,780	159	91	192,992	275,600	82,608
Road & Bridge Pct. 1												
Current Taxes	229,814	380,638	326,982	16,050	6,378	3,750	6,364	5,093	2,073	977,142	994,082	16,940
Delinquent Taxes	3,354	1,905	(245)	1,474	(89)	386	66	1,029	852	8,732	9,549	817
Auto Registration Fees	-	66,564	-	-	-	665,513	-	125	-	732,202	675,000	(57,202)
Road & Bridge Fees	116,289	58,275	44,661	52,241	60,111	44,926	44,988	55,177	46,000	522,668	525,000	2,332
Sales, Rentals & Services	317	896	7,855	-	-	-	-	-	-	9,068	-	(9,068)
Fines and Forfeitures	44,625	22,575	24,294	30,487	33,868	27,149	23,214	23,892	27,475	257,579	250,000	(7,579)
Road & Bridge Pct. 2												
Current Taxes	229,814	380,637	326,982	16,050	6,378	3,750	6,364	5,093	2,073	977,141	994,082	16,941
Delinquent Taxes	3,354	1,905	(245)	1,474	(89)	386	66	1,029	852	8,732	9,549	817
Auto Registration Fees	-	66,564	-	-	-	665,513	-	-	-	732,077	675,000	(57,077)
Road & Bridge Fees	116,289	58,275	44,661	52,241	60,111	44,927	44,988	55,177	46,000	522,669	525,000	2,331
Fines and Forfeitures	44,625	22,576	24,245	30,487	33,860	27,037	23,164	23,892	27,475	257,361	250,000	(7,361)
Road & Bridge Pct. 3												
Current Taxes	229,814	380,637	326,982	16,050	6,378	3,750	6,364	5,093	2,073	977,141	994,082	16,941
Delinquent Taxes	3,354	1,905	(245)	1,474	(88)	386	66	1,029	852	8,733	9,549	816
Auto Registration Fees	-	66,564	-	-	-	665,513	-	-	-	732,077	675,000	(57,077)
Road & Bridge Fees	116,289	58,275	44,661	52,241	60,111	44,926	44,988	55,177	46,000	522,668	525,000	2,332
Fines and Forfeitures	44,625	22,576	24,195	30,487	33,701	27,037	23,164	23,892	27,475	257,152	250,000	(7,152)
Road & Bridge Pct. 4												
Current Taxes	229,814	380,637	326,983	16,050	6,378	3,750	6,364	5,093	2,073	977,142	994,082	16,940
Delinquent Taxes	3,354	1,905	(245)	1,474	(89)	386	66	1,029	852	8,732	9,549	817
Intergovernmental Revenue	-	-	-	-	-	-	-	9,282	14,217	23,499	15,000	(8,499)
Auto Registration Fees	-	66,564	-	-	-	665,513	-	-	-	732,077	675,000	(57,077)
Road & Bridge Fees	116,289	58,275	44,661	52,241	60,111	44,926	44,987	55,177	46,000	522,667	525,000	2,333
Sales, Rentals & Services	94	(204)	(358)	206	1,276	712	326	-	229	2,281	-	(2,281)
Fines and Forfeitures	44,625	22,576	24,245	30,487	33,677	27,114	23,164	23,892	27,475	257,255	250,000	(7,255)

Jefferson County, Texas

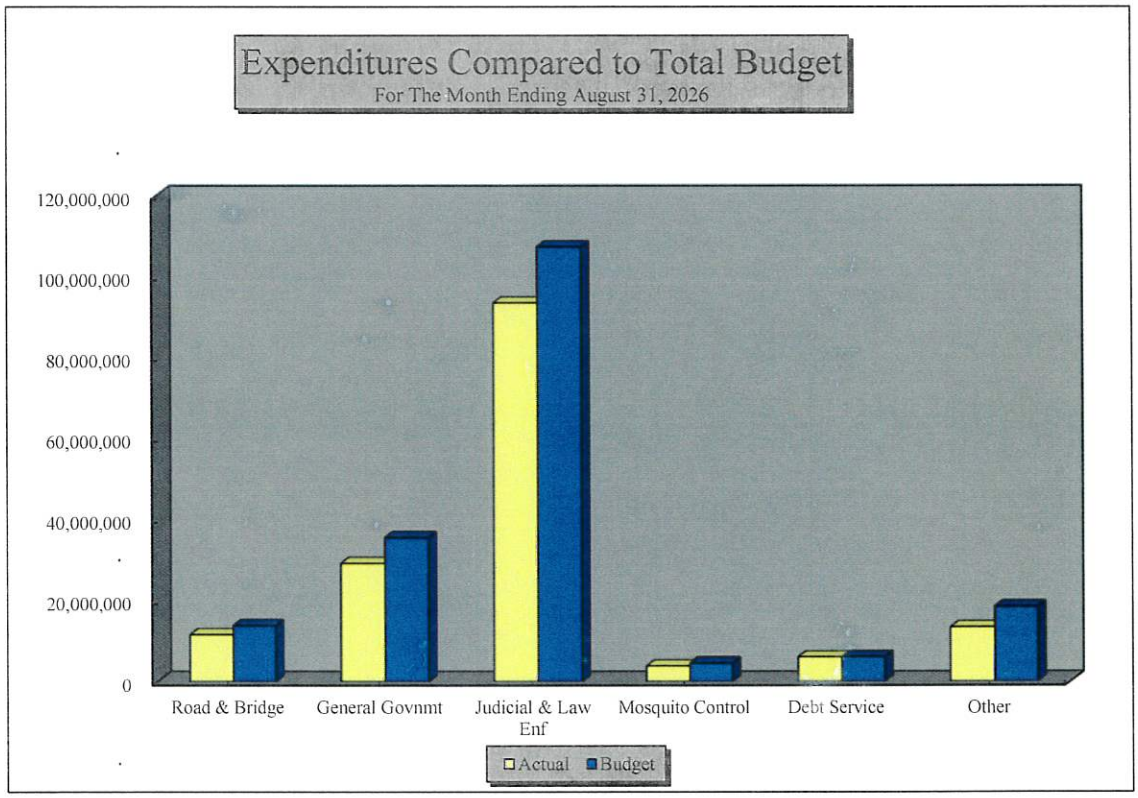
Statement of Revenues - Compared With Budget Allocation

For The Month Ending August 31, 2026

	October 2025 -December	January	February	March	April	May	June	July	August	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund												
Current Taxes	$ 303,780	$ 503,148	$ 432,223	$ 21,216	$ 8,430	$ 4,956	8,413	$ 6,732	$ 2,739	$ 1,291,637	$ 1,314,032	$ 22,395
Delinquent Taxes	4,428	2,514	(324)	1,945	(117)	510	87	1,359	1,125	11,527	12,605	1,078
Licenses and Permits	2,870	370	670	-	2,020	-	1,860	-	290	8,080	5,500	(2,580)
Sales, Rentals & Services	1,500	500	1,000	500	1,000	-	-	-	500	5,000	2,000	(3,000)
Parks & Recreation												
Current Taxes	35,897	59,457	51,076	2,507	996	586	994	796	324	152,633	155,279	2,646
Delinquent Taxes	705	400	(52)	310	(18)	81	14	216	179	1,835	2,006	171
Sales, Rentals & Services	10,820	2,700	3,680	3,260	2,480	4,020	3,988	2,950	1,410	35,308	65,300	29,992
General Fund												
Current Taxes	24,463,945	40,519,322	34,807,642	1,708,542	678,910	399,161	677,472	542,185	201,519	103,998,698	105,811,265	1,812,567
Delinquent Taxes	349,310	198,346	(25,533)	153,472	(9,238)	40,217	6,883	107,203	88,760	909,420	994,430	85,010
Sales Taxes	3,736,362	3,338,616	4,946,777	4,649,725	3,181,681	4,494,808	3,244,723	3,451,460	4,027,812	35,071,964	32,900,000	(2,171,964)
Other Taxes	-	-	-	-	-	-	28,805	10,896	-	39,701	30,000	(9,701)
Licenses and Permits	421,485	34,403	39,710	28,130	33,710	36,899	28,660	38,036	32,740	693,773	370,500	(323,273)
Intergovernmental Revenue	220,724	84,238	101,870	134,216	25,340	653,467	50,760	73,947	159,107	1,503,669	1,365,750	(137,919)
Fees of Office	791,893	323,139	329,760	330,491	456,256	352,380	308,499	410,177	351,703	3,654,298	3,564,825	(89,473)
Other Sales, Rentals & Svcs.	781,839	390,527	292,998	394,317	978,420	389,382	(41,155)	905,759	358,429	4,450,516	3,458,350	(992,166)
Fines & Forfeitures	101,369	42,151	54,883	40,037	56,975	64,501	108,755	158,903	38,465	666,039	600,000	(66,039)
Interest	780,869	532,512	688,418	548,809	443,209	484,070	314,152	508,896	451,720	4,752,655	3,780,000	(972,655)
Mosquito Control Fund												
Current Taxes	469,459	777,557	667,951	32,786	13,028	7,660	13,001	10,404	4,233	1,996,079	2,030,687	34,608
Delinquent Taxes	14,985	8,509	(1,095)	6,584	(396)	1,725	295	4,599	3,808	39,014	42,660	3,646
Tobacco Settlement Fund												
Interest	24,840	11,524	12,392	10,402	8,880	9,875	6,878	12,088	11,290	108,169	90,000	(18,169)
Intergovernmental Revenue	-	-	-	58,443	-	-	-	-	-	58,443	-	(58,443)
Debt Service												
Current Taxes	1,322,229	2,189,988	1,881,283	92,343	36,693	21,573	36,616	29,304	11,923	5,621,952	5,541,696	(80,256)
Delinquent Taxes	22,615	12,569	(1,068)	9,976	703	2,934	893	7,617	5,805	62,044	58,689	(3,355)
Interest	12,572	15,884	24,718	20,702	3,601	4,082	2,948	2,266	2,180	88,953	25,000	(63,953)
Total	$ 35,580,206	$ 51,293,861	$ 46,007,150	$ 8,735,522	$ 6,333,550	$ 9,947,887	$ 5,182,811	$ 6,644,139	$ 6,083,876	$ 175,809,002	$ 172,708,871	$ (3,100,131)

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 92% of Budget Expended
For The Month Ending August 31, 2026

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 514,652	$ 663,633	$ 148,981	22.45%
Road & Bridge Funds	10,088,746	11,951,328	1,862,582	15.58%
Engineering Fund	1,271,236	1,554,245	283,009	18.21%
Parks & Recreation Fund	166,050	282,301	116,251	41.18%
General Fund:				
General Government	29,102,444	35,520,422	6,417,978	18.07%
Judicial	21,942,692	25,571,735	3,629,043	14.19%
Law Enforcement	71,003,237	81,063,957	10,060,720	12.41%
Education	442,446	527,472	85,026	16.12%
Health & Welfare	6,905,288	9,818,346	2,913,058	29.67%
Maintenance	4,017,516	5,066,738	1,049,222	20.71%
Other	1,746,903	2,784,206	1,037,303	37.26%
Mosquito Control Fund	3,800,012	4,530,508	730,496	16.12%
Tobacco Settlement	275,000	280,000	5,000	1.79%
Debt Service Funds	5,996,179	6,089,650	93,471	1.53%
	$ 157,272,401	$ 185,704,541	$ 28,432,140	15.31%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending August 31, 2026

	October 2025 December	January	February	March	April	May	June	July	August	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 115,155	$ 53,251	$ 56,223	$ 22,488	$ 57,880	$ 54,013	$ 20,632	$ 97,088	$ 21,573	$ 16,349	$ 514,652	$ 663,633	$ 148,981
Road & Brdg Pct. 1	645,879	184,759	374,401	129,570	294,481	206,231	385,876	294,108	137,948	194,942	2,848,195	3,354,769	506,574
Road & Brdg Pct. 2	602,302	192,720	135,870	153,822	149,734	224,733	160,190	224,285	436,690	104,103	2,384,449	2,825,658	441,209
Road & Brdg Pct. 3	589,417	232,210	176,528	174,514	161,162	276,588	164,953	222,705	188,363	165,139	2,351,579	2,730,044	378,465
Road & Brdg Pct. 4	983,317	172,362	(339,149)	673,100	146,453	245,032	188,979	211,660	166,334	56,435	2,504,523	3,040,857	536,334
Engineering	283,166	175,439	94,119	102,587	109,635	114,399	112,327	162,673	114,600	2,291	1,271,236	1,554,245	283,009
Parks & Recreation	31,806	13,116	12,887	18,729	9,018	12,102	24,372	15,493	17,085	11,442	166,050	282,301	116,251
Tax Assessor/Coll.	1,180,354	487,152	337,269	407,454	323,230	329,967	340,574	490,657	350,211	13,877	4,260,745	5,235,997	975,252
Human Resources	138,929	51,454	35,927	42,947	49,297	36,899	37,814	56,895	37,305	2,161	489,628	616,027	126,399
County Auditor	414,886	216,829	143,197	144,027	144,131	148,512	143,924	214,355	143,677	2,362	1,715,900	1,984,368	268,468
County Clerk	584,693	287,994	197,601	198,844	199,133	198,729	203,053	310,192	207,106	3,577	2,390,922	2,727,955	337,033
County Judge	243,250	110,791	66,368	81,594	69,791	74,045	80,685	108,510	70,326	897	906,257	1,219,004	312,747
Risk Management	48,448	22,769	16,201	15,350	15,590	15,352	16,948	23,339	16,116	1,133	191,246	386,331	195,085
County Treasurer	90,294	43,315	30,277	30,481	30,445	31,132	32,275	44,225	29,773	1,488	363,705	409,014	45,309
Printing Department	24,308	12,458	8,830	10,175	9,774	9,753	8,290	10,935	12,103	13,439	120,065	170,328	50,263
Purchasing Department	157,188	75,651	54,455	52,220	52,792	54,400	52,596	79,226	51,995	12,368	642,891	723,382	80,491
General Services	4,008,862	893,896	1,953,166	1,087,607	831,866	750,297	1,121,149	762,058	792,739	38,462	12,240,102	15,753,115	3,513,013
MIS	2,489,728	361,203	198,764	202,229	198,417	250,236	211,443	287,488	213,829	31,511	4,444,848	4,774,619	329,771
Voter's Registration	58,499	12,835	9,430	49,475	12,771	15,178	6,737	29,841	(9,039)	26	185,753	248,094	62,341
Elections	494,420	26,757	(19,150)	275,459	56,898	73,366	157,935	41,558	36,299	6,840	1,150,382	1,272,188	121,806
District Attorney	1,911,567	930,273	634,055	632,028	760,350	670,096	661,978	959,164	647,935	15,743	7,823,189	9,072,508	1,249,319
District Clerk	643,524	279,422	194,646	192,072	201,878	206,488	198,725	294,363	197,844	33,309	2,442,271	2,756,774	314,503
Criminal Dist. Court	415,727	172,719	172,222	158,691	151,816	153,712	174,857	175,183	193,862	-	1,768,789	2,041,514	272,725
58th Dist. Court	84,056	42,485	28,480	28,535	28,588	28,553	28,856	42,469	28,921	-	340,943	388,683	47,740
60th Dist. Court	90,009	44,384	30,148	30,451	30,198	40,419	30,304	46,929	33,370	319	376,531	420,648	44,117
136th Dist. Court	88,303	42,890	29,055	29,152	29,169	29,671	29,153	42,936	29,031	165	349,525	404,524	54,999
172nd Dist. Court	87,991	43,549	30,530	33,951	29,402	29,434	29,877	43,408	29,402	353	357,897	391,977	34,080
252nd Dist. Court	236,232	117,897	121,178	110,722	101,997	114,961	97,171	114,273	104,684	170	1,119,285	1,454,337	335,052
279th Dist. Court	226,620	52,601	107,224	75,847	52,283	45,788	112,061	89,026	55,957	274	817,681	931,897	114,216
317th Dist. Court	120,996	58,567	41,371	39,190	42,037	40,180	42,701	54,530	41,694	259	481,525	594,918	113,393
J.P. Pct. 1 Pl 1	103,206	50,315	34,132	34,749	36,315	33,943	34,047	51,285	37,046	405	415,443	480,726	65,283
J.P. Pct. 1 Pl 2	111,291	55,271	37,380	37,368	36,562	36,923	37,402	55,036	37,077	365	444,675	495,821	51,146
J.P. Pct. 2	96,493	48,251	33,082	32,926	32,873	33,359	32,877	48,495	32,963	1,458	392,777	473,173	80,396
J.P. Pct. 4	109,952	54,587	36,302	37,359	36,940	37,590	37,743	55,337	37,211	346	443,367	494,101	50,734
J.P. Pct. 6	105,432	52,744	36,287	36,446	35,922	36,084	37,100	55,605	37,733	383	433,736	486,000	52,264
J.P. Pct. 7	113,069	53,518	37,061	37,157	37,926	36,960	39,469	55,576	35,198	1,319	447,253	501,334	54,081
J.P. Pct. 8	99,710	49,274	33,605	33,738	33,952	35,514	34,520	50,186	34,398	351	405,248	475,897	70,649
Cnty. Court at Law 1	146,449	74,535	50,294	50,853	49,457	50,237	50,953	74,567	50,096	432	597,873	668,308	70,435
Cnty. Court at Law 2	162,264	73,695	72,396	76,510	63,430	76,170	98,651	98,651	72,092	258	794,117	944,965	150,848
Cnty. Court at Law 3	206,139	84,867	68,093	70,573	65,667	69,944	77,050	94,896	75,953	1,537	814,719	1,086,879	272,160
Court Master	143,165	63,075	51,031	56,801	47,414	50,172	50,252	65,767	51,098	-	578,775	652,185	73,410

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending August 31, 2026

	October 2025 December	January	February	March	April	May	June	July	August	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 77,261	$ 37,044	$ 23,915	$ 24,350	$ 24,919	$ 24,402	$ 24,265	$ 35,370	$ 23,835	$ 1,712	$ 297,073	$ 354,566	$ 57,493
Comm. Supervision	3,602	565	565	565	623	4,583	591	591	591	-	12,276	22,416	10,140
Sheriff's Dept.	4,326,660	2,321,340	1,325,767	1,410,168	1,543,839	1,403,302	1,367,880	1,990,824	1,378,563	209,556	17,277,899	19,614,193	2,336,294
Crime Lab	460,557	198,919	121,604	268,891	152,912	162,401	139,543	179,805	115,798	29,094	1,829,524	2,483,017	653,493
Jail	9,102,601	5,436,079	2,622,512	2,659,142	4,961,620	3,312,680	4,361,760	5,863,053	3,216,626	1,354,314	42,890,387	48,098,701	5,208,314
Juvenile Probation	397,876	196,454	127,812	139,503	143,918	141,769	133,021	209,121	148,329	1,338	1,639,141	2,003,343	364,202
Juvenile Detention	526,323	267,079	167,677	185,859	194,897	191,024	198,948	265,922	153,149	84,286	2,235,164	2,783,816	548,652
Constable Pct. 1	281,186	181,849	79,331	78,720	79,313	79,463	69,695	107,807	77,097	4,823	1,039,284	1,194,689	155,405
Constable Pct. 2	128,774	64,307	40,028	39,364	39,228	39,969	39,370	60,944	44,061	7,218	503,263	600,134	96,871
Constable Pct. 4	129,401	117,380	42,622	43,517	43,813	46,512	43,892	60,546	31,639	11,130	570,452	648,242	77,790
Constable Pct. 6	167,440	79,178	58,063	53,096	53,465	55,578	54,592	81,065	54,130	2,549	659,156	724,277	65,121
Constable Pct. 7	140,390	68,706	45,992	46,679	46,787	47,323	47,989	68,544	46,857	469	559,736	624,299	64,563
Constable Pct. 8	193,546	68,106	45,723	44,779	47,458	44,544	42,972	61,440	45,260	942	594,770	666,830	72,060
County Morgue	215,476	146,798	15,600	255,900	168,336	94,500	126,300	149,400	19,875	-	1,192,185	1,600,000	407,815
Agriculture Ext.	105,461	51,912	37,255	37,124	36,139	41,216	36,411	55,128	38,161	3,639	442,446	527,472	85,026
Mobile Unit	54,864	34,362	23,413	21,788	22,098	23,997	22,123	32,900	21,818	400	257,763	327,806	70,043
Public Health # 1	337,535	163,644	111,844	118,886	118,555	109,819	111,424	160,077	110,944	2,059	1,344,787	1,585,505	240,718
Public Health # 2	298,627	143,174	109,182	105,502	102,977	101,796	101,415	145,975	107,707	8,684	1,225,039	1,481,631	256,592
Nurse Practitioner	97,838	48,180	31,734	33,098	31,610	33,192	33,570	47,636	31,585	10,101	398,544	445,846	47,302
Child Welfare	-	-	-	95,000	-	-	-	-	-	-	95,000	95,000	-
Env. Control	109,643	53,065	35,055	36,093	36,672	36,444	37,140	53,966	35,559	39,384	473,021	576,674	103,653
Ind. Medical Svcs.	235,508	93,468	1,892,505	67,500	98,005	76,454	80,074	71,498	87,435	105,813	2,808,260	4,943,871	2,135,611
Emergency Mgmt.	55,948	83,921	21,961	21,492	21,542	17,756	21,542	32,589	21,570	4,553	302,874	362,013	59,139
Beaumont Maintenance	663,828	326,738	213,495	317,440	177,539	354,592	233,794	223,000	215,618	165,811	2,891,855	3,736,007	844,152
Port Arthur Maint.	202,102	92,349	85,750	89,579	54,588	70,720	66,644	89,150	60,146	78,062	889,090	1,029,701	140,611
Mid-County Maint.	58,590	21,002	17,985	15,743	15,212	15,494	24,570	27,644	25,849	14,482	236,571	301,030	64,459
Service Center	297,241	125,571	99,079	89,302	161,333	131,250	120,049	173,893	116,977	70,823	1,385,518	1,509,039	123,521
Veteran Service	89,033	43,142	29,762	31,793	30,492	29,782	33,029	43,299	30,845	208	361,385	423,998	62,613
Mosquito Control	1,810,893	146,311	122,156	167,447	107,277	111,226	296,144	185,191	197,536	655,831	3,800,012	4,530,508	730,496
Tobacco Settlement	250,000	-	-	-	-	-	25,000	-	-	-	275,000	280,000	5,000
Debt Service Funds	-	203,020	-	-	5,000,534	-	-	792,625	-	-	5,996,179	6,089,650	93,471
Contingency	-	-	-	-	-	-	-	-	-	-	-	851,169	851,169
Total	$ 39,305,300	$ 16,885,543	$ 12,970,173	$ 12,206,111	$ 18,342,375	$ 11,778,950	$ 13,300,246	$ 17,523,976	$ 11,356,158	$ 3,603,569	$ 157,272,401	$ 185,704,541	$ 28,432,140

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending August 31, 2026

Issue	Beginning Amount Outstanding	2025-2026 Requirements				2025-2026 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2019 Certificates of Obligation	12,005,000	665,000	402,150	2,500	1,069,650	665,000	405,609	2,070	1,072,679	11,340,000
	$ 12,005,000	$ 665,000	$ 402,150	$ 2,500	$ 1,069,650	$ 665,000	$ 405,609	$ 2,070	$ 1,072,679	$ 11,340,000

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending August 31, 2026

Fund		Transfers In		Transfers Out	
111	Road & Bridge Pct. 1	-		200,000	(a)
120	General Fund	-		4,386,514	(a)
120	General Fund	-		427,259	(b)
230	Commuity Supervision Fund	-		229,919	(a)
217	Cybersecurity Grant	23,568	(b)	-	
233	Mentally Impaired Offender	16,584	(a)	-	
237	Community Corrections Program	23,674	(a)	-	
239	Drug Diversion Program	189,661	(a)	-	
241	Sheriff Department Grants	5,178	(b)	-	
245	Crime Victim's Clearing	227,652	(b)	-	
257	Auto Theft Grant	29,022	(b)	-	
282	VAWA Fund	45,911	(b)	-	
311	Capital Projects	2,700,000	(a)	-	
550	SETEC Fund	1,886,514	(a)	-	
876	Sheriff-Spindletop Grant	95,928	(b)	-	
		$5,243,692		$5,243,692	

(a) Budgeted Transfer
(b) Grant Match

MEMORANDUM

TO: MICHAYLA DAVIS

FROM: CONSTABLE, PCT 8: AMANDA GALVAN - CHATLIN

SUBJECT: BUDGET TRANSFER REQUEST

DATE: SEPTEMBER 16, 2026

Please transfer $2,144.68 from 120-3072-425. 50-62 Travel Expense to 120-3072-425. 30-78 Office Supplies. This will cover the cost of toner for our two color printers in the office.

Thank you,

Amanda Galvan-Chatlin

U.S. Department of Transportation Federal Aviation Administration

Airports Division Southwest Region Texas

Texas Airports District Office: 10101 Hillwood Pkwy Fort Worth, TX 76177-1524

September 11, 2026

Mr. Alex Rupp
Airport Director
Jack Brooks Regional Airport
5000 Jerry Ware Drive
Suite 100
Beaumont, Texas 77705

Dear Mr. Rupp:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-48-0018-047-2026 at Jack Brooks Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 17, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Sarah Abel, (817) 222-5682, Sarah.E.Abel@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Rodney Clark

Rodney Clark
Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date: September 11, 2026

Airport/Planning Area: Jack Brooks Regional Airport

Airport Grant Number: 3-48-0018-047-2026

Unique Entity Identifier: EKC1BVNLJXA8

TO: County of Jefferson

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated July 20, 2026, for a grant of federal funds for a project at or associated with the Jack Brooks Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Jack Brooks Regional Airport (herein called the "Project") consisting of the following:

Rehab of Airfield Electrical System

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $2,625,448.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $2,625,448 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. <u>Ineligible or Unallowable Costs</u>. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 17, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. *Provisions applicable to any sponsor or subrecipient.*

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated May 01, 2023, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

    a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. Lighting. The sponsor must operate and maintain lighting systems during the useful life of the system in accordance with applicable FAA standards.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Rodney Clark

(Signature)

Rodney Clark

(Typed Name)

Manager, Texas Airports District O

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated September 14, 2026

County of Jefferson

(Name of Sponsor)

Jeff Branick (09/14/2026 16:29 17 CDT)

(Signature of Sponsor's Authorized Official)

By: Jeff Branick

(Typed Name of Sponsor's Authorized Official)

Title: County judge

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Kathleen M. Kennedy , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Texas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at September 15, 2026

By: Kathleen M. Kennedy
Kathleen M. Kennedy (09/15/2026 21:37:28 CDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**County of Jefferson**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of July 20, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

THE STATE OF TEXAS	§	PARKING LOT
COUNTY OF JEFFERSON	§	RENTAL AGREEMENT

THIS AGREEMENT entered into by and between Jefferson County, Texas, a subdivision of the State of Texas and **L&L Leasing, LLC. herein referred to as "Lessee".**

WHEREAS, Jefferson County, hereinafter called "Lessor", owns and operates the Jack Brooks Regional Airport located in Jefferson County, Texas and

WHEREAS "Lessee", is qualified to do business in the State of Texas and desires to enter a Parking Lot Rental Agreement with the Lessor for the purpose of leasing temporary parking facilities, with the understanding that the scope of business operations permitted by this agreement is limited to Lessee's temporary parking use. Nothing in this agreement may be construed as conferring any rights to the exclusion of any other tenant of the Airport, and

WHEREAS, Jefferson County represents that it has the right to grant the lease, together with all the facilities, rights, licenses, services, and privileges in the manner and to the extent hereinafter set forth, and

WHEREAS, Lessee agrees to abide by all rules and regulations of the Federal Aviation Administration, State of Texas, Jack Brooks Regional Airport, Jefferson County Commissioner's Court, and any other duly constituted public authority having jurisdiction over the parking area, its use or occupancy, and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives and assignees, as follows:

1. **Premises**. For and in consideration of the rent and covenants herein contained Lessor hereby leases to the Lessee the exclusive use of the following, depicted in Leased Premises section:

A. Hangar 7 Parking Lot – Containing approximately 482 paved parking spaces, more or less, located adjacent to Hangar 7, and

B. Commercial Terminal Lot #5 – Containing approximately 226 paved parking spaces, more or less, located west of the Main Terminal, immediately adjacent to the concrete passenger parking lot, and

C. Jerry Ware Terminal Parking Lot – Containing approximately 200 paved parking spaces, more or less, located adjacent to the Jerry Ware General Aviation Terminal.

2. **Terms**. This agreement shall become effective **October 1, 2026**, and shall expire on **September 30, 2028**. At the expiration of the initial term, lessor and lessee will negotiate new terms and rental rates if lessee desires to continue leasing said premises.

A. The parking lot leases are in conjunction with a major petrochemical construction project with said project subject to fluctuations in demand for contractors. Lessor and Lessee shall have the right to cancel the use of one or two parking lots, to be effective at the end of any specified month, provided it gives not

less than thirty (30) days written notice of its interest to cancel one or two parking lots to the other party.

B. Lessor and Lessee shall have the right to add one or two of the previously cancelled parking lots to the agreement, at the same rates, during the term of the lease.

3. **Rentals**. Lessee covenants and agrees to pay to Lessor rental as follows:

A. Hangar 7 Parking Lot:

1. $12.00 per space per month for 482 spaces for a total of ($5,784 month / $69,408 year)

B. Commercial Terminal Lot #5:

1. $12.00 per space per month for 226 spaces for a total of ($2,712 month / $32,544 year).

C. Jerry Ware Terminal Parking Lot:

1. $12.00 per space per month for 225 spaces for a total of ($2,700 month/ $32,400 year).

D. **TOTAL RENTAL**

1. $12.00 per space per month for 933 spaces for a total of ($11,196 mo. / $134,352 yr.)

4. **Due Date.** All rent shall be payable monthly, in advance, and shall be due on the first day of the month and shall be considered past due on the tenth day of each month. Rental installments not paid before the tenth of the month following its due date shall bear interest at the highest rate allowed by law from the date it is due until paid.

5. **Damages**. Any damage to exiting airport property, including but not limited to roads, pavement, fixtures, and road signs, as a result of lessee's business operation will be the responsibility of the lessee to correct. At no time will lessee's busses park on any road where said vehicle's tires are off-pavement and cause damage to soil adjacent to pavement resulting in road damage. If said event occurs, lessee will be responsible for reimbursement to either the Airport or Jefferson County for costs incurred to repair damage.

6. **Taxes**. Lessee agrees to pay any taxes or special assessments that may be levied against the leased premises, or against the leasehold interest, or against the Airport because of this lease, by any taxing unit or entity, whether levied against Lessor or Lessee, and Lessee further agrees to hold Lessor harmless from any claims or liens in connection with any such tax or special assessment.

7. **Prohibited Uses**. The purpose of the lease is exclusively to provide short-term parking of automobiles for the customers of Lessee during Lessee's normal business hours; overnight parking of vehicles is prohibited. Lessee shall not cause or allow the parking or storage of Motor Homes, Travel Trailers, Boats, or other Watercraft. Lessee shall not use the premises for (a) the sale of aircraft fuels, lubricants, or propellants; or (b) the operating of any public restaurant, cafeteria, kitchen stand, or game machines. Lessee shall not perform any vehicle maintenance on leased premises.

8. **Utilities.** Lessee shall be responsible for any and all deposits, fees, and monthly charges from the utility providers, including but not limited to electricity, water, sewer, and telephone, for the use of all utilities. The

Lessee shall furnish, at its sole cost and expense, utilities as required to the leased space.

A. Utility cost for the parking lot lights will be paid by Airport.

9. **Lessor's Responsibilities**. Lessor shall, at its expense and risk, maintain reasonable care of landscaping and the regular mowing of grass and maintenance of paving outside the leased area. Lessor will not be responsible for damage to lessee's equipment or customers vehicles as a result of mowing activities.

10. **Lessee's Responsibilities**. Lessee shall, at its own expense and risk, maintain the premises and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, reasonable wear and tear and damage by fire, tornado or other casualty accepted. In the event Lessee should neglect to reasonably maintain the premises, Lessor shall have the right, but not the obligation, after written notice and a reasonable opportunity to correct the alleged condition, to cause repairs or corrections to be made, and any reasonable costs, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

Lessee is encouraged to erect signage at parking locations to help invitees navigate and ensure correct parking locations.

Lessee has stated their intention to install perimeter fencing around the leased premises to limit accessibility and prevent unauthorized access. Lessee also intends to install security cameras and guard shacks on leased premises and provide roving patrols for added security.

Lessee shall ensure that their customers will not park in parking lots or spaces not identified in this lease. Lessee, will be given an opportunity to remove their customer's cars from prohibited areas after being made aware of the parking violation. If Lessee does not correct the parking violation, the Lessor will have vehicles at vehicle owner's expense.

11. **Alterations**. Lessee shall make no additions or alterations to the improvements of the leased premises without the written permission of the Airport Manager.

12. **Condition and Surrender**. By execution of this lease agreement, Lessee acknowledges that it has inspected the leased premises, and accepts the same in an "as is" condition. Lessee shall, throughout the lease term, maintain the exclusive space as stated in Section I and keep it free from waste and nuisance, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition; reasonable wear and tear and damage by fire, tornado or other casualty excepted. In the event Lessee should neglect to reasonably maintain the exclusive space, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs, therefore, shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

13. **Hold Harmless Covenant**. Lessee covenants and agrees to hold Lessor free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of Lessee, his agents, servants, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

14. **Insurance.** The Lessee shall, at all times during the term of this lease, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Lessee. These requirements do not establish limits of the Lessee's liability. All policies of insurance shall waive all rights of subrogation against the Airport and Jefferson County, its officers, employees and agents and the Airport and Jefferson County shall be named "additional insured" on workers' compensation policy and liability coverage.

A. Prior to execution of this agreement, certified copies of original insurance policies shall be furnished to the Airport. The Airport reserves the right to require additional insurance should it deem necessary.

B. Lessee shall have and maintain complete and adequate Worker's Compensation Insurance (with waiver of subrogation to the Airport and Jefferson County), as required.

C. Lessee shall have and maintain complete and adequate Commercial General Liability insurance of One Million Dollars ($1,000,000.00) each occurrence; and in addition shall provide property damage liability insurance in a minimum sum of One Hundred Thousand Dollars ($100,000.00) for property damage growing out of any accident or other cause.

D. Lessee shall have and maintain complete and adequate Automobile Liability Insurance, with Combined Single Limit of Five Hundred Thousand Dollars ($500,000.00), for any vehicles operated by Lessee on the airfield.

E. The amounts of minimum coverage herein specified may be modified from time to time in compliance with Jefferson County standard requirements and Lessee shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas. Each policy or certificate shall contain a provision that written notice of cancellation or any material change in the policy by the insurer shall be delivered to Lessor, thirty (30) days in advance of the effective date thereof.

15. **Relationship of Parties**. This relationship between Lessor and Lessee is not a bailment and in no way is to be construed to be a bailment. Lessor shall not be liable for any acts or omissions of Lessee or an independent contractor. Nor shall the Lessor be liable for any loss of or damage to any personal property, fixtures, or equipment of Lessee installed or stored on the airport.

16. **Events of Default**. If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of ten (10) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, any such event shall be deemed to be an event of default by Lessee under this lease.

17. **Remedies**. Upon the occurrence of any event of default specified in Section 16 hereof, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this lease in which event Lessee shall immediately surrender the premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination.

(b) Enter upon the premises by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

No reentry or taking possession of the premises by Lessor shall be construed as an election on its part to terminate this lease, unless a written notice of such intention be given to Lessee. Notwithstanding any such re-letting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of damages occurring to Lessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of rent following an event of default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this lease as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Lessor following possession. Should Lessor at any time terminate this lease for any default, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of such default, including cost of recovering the premises and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the reasonable rental value of the premises for the remainder of the said term, all of which amounts shall be immediately payable from Lessee to Lessor.

18. **Cancellation.** After the expiration of the initial term and not before, Lessee and Lessor shall have the right to cancel this lease in its entirety, to be effective at the end of any specified month, provided it gives not less than thirty (30) days written notice of its interest to cancel this lease to the other party. Upon the effective date of such cancellation this lease shall be considered null and void as to any subsequent obligations by and between the parties. Lessee shall vacate the premises before the effective date of such cancellation. After the

effective date of cancellation, if Lessee has not vacated the premises, he shall be construed to be a tenant at the will of Lessor.

19. **Assignment or Sublease**. Lessee agrees not to assign the premises leased, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Lessee's agents and employees, to occupy the premises or any part thereof, without first obtaining the Lessor's written consent which shall not be unreasonably withheld. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of his interest herein, without Lessor's written consent, and Lessor's consent shall not be unreasonably withheld. Lessee shall have no right to sublease any part of this lease or of the lease premises.

20. **Right of Entry**. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

21. **Compliance**. Lessee covenants and agrees to comply with all rules and regulations of the Federal Aviation Administration, including FAA approved Certification Manual, and all Federal, State and Local laws and ordinances now in effect or hereafter promulgated, and the same are made a part of this agreement by reference as though they were set forth herein.

22. **Airport Regulations**. The Lessee covenants and agrees to observe and obey the rules and regulations of the Airport, as promulgated by governmental authority, in the conduct of its operations at the demised premises.

23. **Air Operations Area Security**. Lessee shall provide for the security of the Air Operations Area (AOA) to prevent ground entry or movement of unauthorized persons from or through the leased premises in accordance with any regulations imposed upon Lessor by the Federal Aviation Administration. Lessee will indemnify and hold harmless Lessor, its officers and employees, from any charges, fines, or penalties that may be levied by any agency of the United States or the State of Texas by reason of Lessee's failure to comply with this requirement.

24. **Airport Hazard**. The Lessee and its successors and assigns, will not make or permit any use of the property which would interfere with landing or taking-off of aircraft at the Airport, or otherwise constitute an airport hazard, including such items as electrical and electronic interference with communications, electrical or electronic equipment, creation of dust or glaring or misleading lights.

25. **Affirmative Action**. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

26. **Notices**. Notices to Lessor provided for herein shall be sufficient if sent by certified mail, return receipt requested addressed to:

AIRPORT MANAGER

Jack Brooks Regional Airport

4875 Parker Drive

Beaumont, Texas 77705

and notices to said Lessee, if sent by certified mail, return receipt requested, addressed to:

Lennie Stephens, Owner

L&L Leasing, LLC

713 Kirby St

Lake Charles, LA 70601

1 Tel. 601-270-4965

LPS8158@Yahoo.com

or to such other addresses as the parties may designate to each other in writing from time to time.

JEFFERSON COUNTY, TEXAS LESSOR

BY:_____ **Dated:** 9-22-26

Jeff Branick, County Judge

Jefferson County, Texas

ATTEST: By: Trudy Grinnell

DATE 9-22-26

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

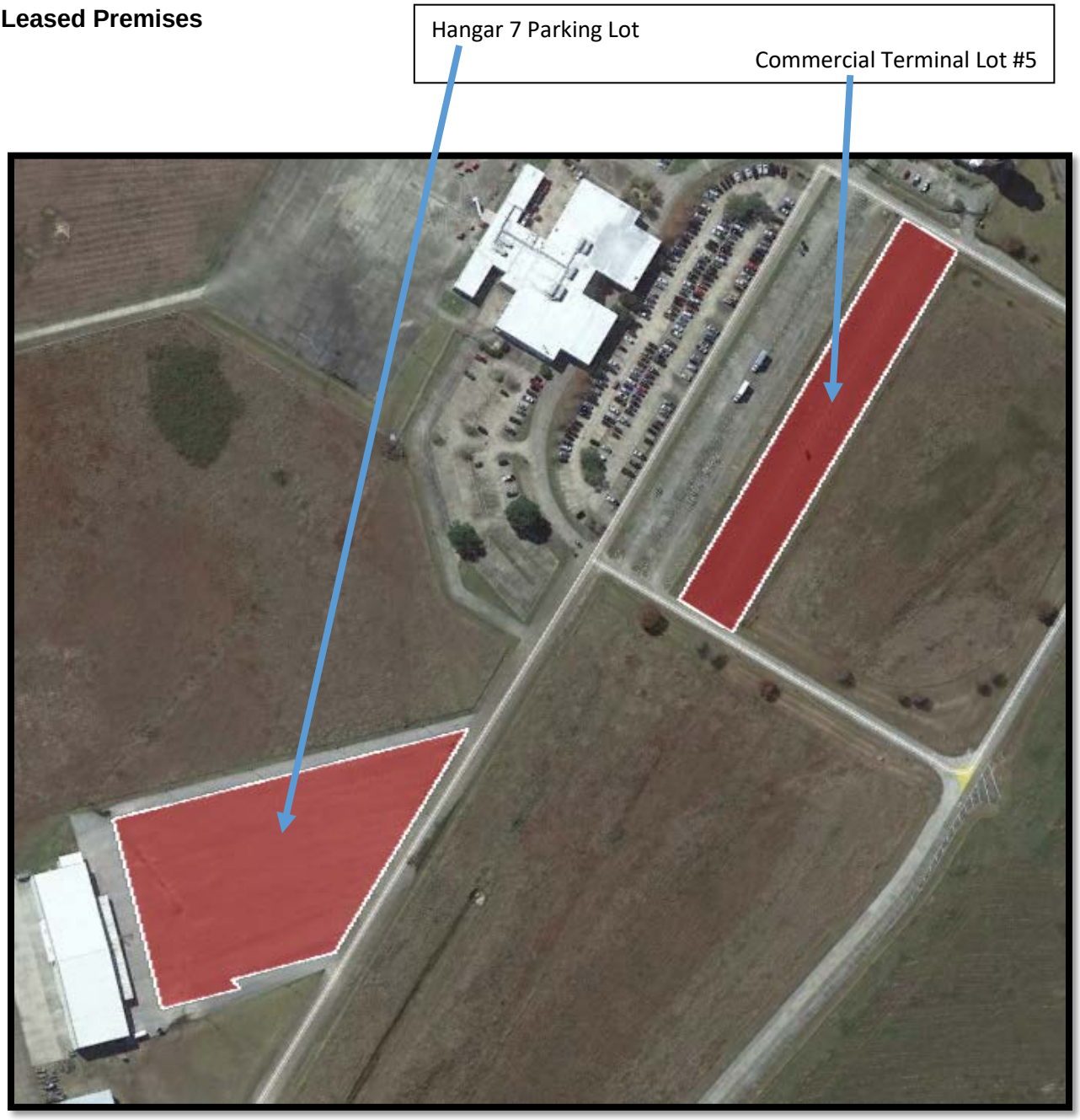
LESSEE

BY:_____ **Dated:**_____

Lennie Stephens, Owner

L&L Leasing, LLC.

Leased Premises



Jerry Ware Terminal Parking Lot:



Minimum Standards
For
Aeronautical Activities
Jack Brooks Regional Airport (BPT)

As adopted by the Jefferson County Commissioners Court with an effective date of _____

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I. FORWARD

These standards are offered for adoption with the intention they are applied with all objectiveness and uniformity so that Jack Brooks Regional Airport may ensure the availability of safe, adequate, and economical services that are in the best public interest.

These standards are provided with the intent they may be received in the spirit in which they are offered, the spirit of good will and sincere desire for a healthy aviation community.

These standards are adopted to avoid uncertainty and disorder, provide clear-cut policies, and strike a balance between detail and generality.

II. PURPOSE

Jack Brooks Regional Airport is obligated to make the Airport's facilities and services available on fair and reasonable terms without unjust discrimination. The Airport may restrict the commercial use of the airport, or the solicitation of business thereon, based upon nondiscriminatory standards. The Airport insists that, in return for the privilege of conducting an aeronautical activity on the airport, the person, firm, or corporation selected must meet the standards set forth herein as a means of governing for the public and quality and level of services that are offered in connection with the conduct of a particular aeronautical activity on the airport. These standards must be relevant to the proposed activity and applied objectively and uniformly.

An additional purpose of these standards is to ensure, for the public interest, the safe conduct of all aeronautical activities conducted at Jack Brooks Regional Airport.

The Airport is prohibited from granting an exclusive right to a service provider with a few exceptions. The FAA acknowledges several business situations and circumstances that meet the definition of an exclusive rights violation but are necessary to support the operation and public use function of the Airport. These exceptions are:

Restrictions Based on Safety: The Airport may restrict or deny a commercial Service Provider from conducting any type of aeronautical activity on the airport that threatens the safety of the public, tenants, users, or Service Provider conducting such activity.

Restrictions on Self-Service: Aircraft owners may refuel, maintain, repair, store, secure, clean, and service their own aircraft provided that the owner or their direct employees perform the service and provide the resources. All Self-Service activities must comply with local, State, and Federal regulations, especially environmental and fire safety laws.

The Airport is not obligated to lease facilities to aircraft owners in order to conduct self-service activities; however, the Airport may designate specific locations for fueling, maintenance, washing, and storing of aircraft to promote the safe and efficient operation of the Airport.

III. DEFINITIONS

1. **Aeronautical Activity**: Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. (i.e. charter operations, pilot training, aircraft rental and sight-seeing, surveying, aerial photography, crop dusting, aerial advertising, air carrier operations, aircraft sales and services, aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, storage of aircraft and any other activity which because of their direct relationship to the operation of aircraft can appropriately be regarded as an "aeronautical activity."
2. **Fixed Base Operator**: An operator who conducts an aeronautical business deriving income from aviation related sales and services on this airport.

IV. APPLICABLE COVENANTS

The following covenants are hereby included in all leases by virtue of all leases are required to abide by all rules and regulations as set forth by the airport and this Minimum Standards document is considered to be a set of regulations.

1. All persons conducting business at the airport hereby covenant and agree that:
    a. no person on the grounds of race, color, or national origin shall be excluded from participation in the use of said facilities;
    b. that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
    c. that the grantee, licensee, permittee, etc., shall use the premises in compliance with all Federal Aviation Regulation, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights of 1964, and as said Regulations may be amended.
2. All services are to be furnished on a fair, equal, and not unjustly discriminatory basis to all users thereof.
3. Prices for each unit or service must be fair, reasonable, and not unjustly discriminatory; provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
4. It is clearly understood and agreed by the Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
5. These rules and all leases and contracts shall be subordinate to the provisions of any existing or future agreement between the operator and or lessee and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
6. The Airport reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the operator or Lessee from erecting or permitting to be erected, any building or other structure on or

adjacent to the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

7. Operators and Lessees shall demonstrate the ability to acquire and maintain any and all licenses and permits that may be required by Federal, State, or local codes of regulation.

Note: The Airport will not be the deciding entity if there is an issue between or among private individuals conducting business on the airport.

V. COMPLIANCE

All tenants and commercial operators must comply with all federal, state, and local requirements applicable to their operations. All Agreements shall include a provision subordinating such Agreement to the Airport and County's agreements with the United States, including but not limited to the County's grant assurances to the FAA. Without limiting the foregoing, Commercial Aeronautical Operators must comply with the following specific requirements, as they exist now or are hereafter amended:

Airport Security

All tenants and commercial aeronautical operators are to comply with the Airport Security Program; laws, regulations, orders, and directives of the Transportation Security Administration (TSA), as each may be amended; instructions of law enforcement personnel; and policies, orders, and directives of the Airport in furtherance of the Airport Security Program. All operators are responsible for their employees', vendors', and agents' compliance with the Airport Security Program. Each person requiring unescorted access to the regulated areas of the Airport must pass a security threat assessment background check and possess a valid Airport-issued ID badge. All costs associated with background checks and ID badge issuance shall be borne by the tenant, operator, or person.

Airfield Access: All tenants, either direct lease or ground lease, whose building has access from the Public area to the AOA, must have a means to control access to the AOA. Any portals, pedestrian doors, garage doors, roll-up doors, perimeter fence gates, etc., must not permit unauthorized persons from entering the AOA and must have proper signage. These portals will be tested by Airport personnel as well as TSA personnel. In the event a portal is found not-sufficient, the tenant controlled portal must be remediated immediately to maintain airport perimeter integrity and promote airport security.

Safety

All tenants and commercial aeronautical operators are to comply with federal, state and local laws applicable to workplace safety; and orders and directives of the Airport and County in furtherance of Airport Safety.

Environmental

All tenants and commercial aeronautical operators are to comply with federal, state, and local environmental laws; orders and directives of a federal or state agency with jurisdiction over environmental conditions on the Airport.

VI. OIL/FUEL/OTHER AVIATION RELATED SALES

The airport reserves the right to be the sole proprietor of all aviation fuel sales to the public. All entities engaged in public aviation commerce shall have the right to sell aviation oil and other aviation related products, except for aviation fuel, to the general public. As a condition precedent to granting a sales concession to an operator, appropriate assurances that it shall maintain the following specific standards of operation are as follows:

1. An operator shall adhere to all Federal, State, and local regulations concerning this type of operation.
2. No bulk oil may be sold, only in factory sealed containers.
3. Have proper plan in place to address any spills that may occur to prevent soil and water contamination.

VII. AIRCRAFT ENGINE AND ACCESSORY MAINTENANCE/REPAIR

Definition: An aircraft and accessory maintenance and repair operator is a person, firm, or corporation engaged in a business capable of providing one or a combination of FAA approved airframe, power plant and accessory overhaul and repair services on general aviation aircraft.

Specific Standards of Operation

1. Operator must have either a direct lease/rental agreement, or be an approved sub-tenant of a direct lease/rental agreement.
2. Operator must be able to satisfactorily demonstrate they possess the necessary experience in aircraft, engine and accessory maintenance and repair.
3. Operator shall obtain and maintain, as a minimum, the repair station certificates as described in the FAA Regulations under Part 145, Paragraphs 145.33(b) and amendments thereto. These certifications are the minimum requirements for any and all operators who are to perform these services. Copies of certificates shall be provided to the Airport.
4. Unqualified operators are prohibited from performing any regulated maintenance on aircraft to the public they are not qualified to perform.
5. Provide copy of insurance to airport naming airport and County as additional insured.

VIII. FLIGHT TRAINING

An operator must have certified instructors, with certification provided to Airport, capable to instruct student pilots in dual and solo flights in fixed, and at their option, rotary wing aircraft. Operator shall also provide such related ground school instruction as is necessary to prepare a student taking a written examination and flight check ride for a pilot's license or appropriate rating from the FAA.

IX. HANGAR OPERATION

Definition: A Hangar Operator is a person, firm, or corporation engaged in sub-leasing Hangar space to an individual, firm, or corporation. The Hangar Operator must provide non-discriminatory rates to all customers.

All Hangar Operator sub-lease agreements are to contain the following:

1. The hangar space is leased for the storage of aircraft only.

2. No storage of any flammable liquids, rags, paper, trash, or anything that could create a housekeeping or fire hazard will be allowed in the hangar space.
    a. If, in the opinion of the Airport Fire Chief, an item, not listed above, is deemed a fire hazard, the hangar tenant shall immediately remove said item immediately. Refusal to remove item may result in revocation of hangar privileges and BPT-issued badge privileges.
3. Tenant is to provide necessary fire extinguishers in readily accessible locations, with sufficient quantity of extinguishers to meet NFPA standards.
4. No smoking within hangar area.
5. No vehicle parking will be allowed in any shared hangar space.
6. Advertising signs on outside of hangars shall be approved in writing by Airport Administration.

X. PARACHUTING AT BPT

In an effort to maintain Jack Brooks Regional Airport a safe, secure, and convenient facility for the public using aircraft, all parachuting activities in any form is prohibited at this facility. The present mix of aircraft is not conductive to a safe environment in any form except in the event of an emergency.

XI. ESCORT FEE

Many contractors and other service providers do not or cannot obtain a BPT-Issued ID badge permitting unescorted access to the AOA as well as driving on the AOA. Examples:

- Duration of work or delivery is too short to warrant an ID badge.
- Work or delivery is a one-time, non-regular occurrence and does not warrant an ID badge.
- Immediate need for work to be completed by non-BPT-badged individuals.

Recognizing these conditions, it is necessary for the Airport staff to provide escort services, if tenant is unavailable. It is understood that providing these services does not allow for Airport staff to perform their own job requirements.

Therefore, it is necessary for the Airport to charge a fee of **$50** per hour to provide escort services, to any and all contractors and other service providers who do not or cannot obtain an ID badge with driving endorsement.

Depending upon the nature and necessity of the work performed and the availability of staff, the Airport Manager may limit the time for escorting duties. Unavailability alone of tenant to provide their own escorting does not constitute a duty for the Airport to provide escort duties.

There is no pro-ration of the escort fee, ex:

1. Escort duties take 1 to 59 minutes: $50.00
2. Escort duties take 1 hour and 15 minutes: $100.00
3. Escort duties take 2 hours and 5 minutes: $150.00

XII. PRIVATE OPERATOR WITH FUEL FOR PERSONAL USE (SELF-FUELING)

Definition: A private operator is a person, firm, or corporation that constructs or leases a hangar(s) to house the business aircraft of that firm. Said facility is to be used by the private operator only and the private operator shall not dispense fuel to anyone other than the operator himself.

Fueling of any aircraft not owned or leased by operator shall result in immediate revocation of the right to self-fueling.

Lessee shall provide evidence of ownership or lease of any aircraft being fueled prior to fueling. A corporation may not be formed for the expressed purpose of providing fuel services under this standard.

Payments & Fees:

1. Operator shall complete and submit an annual Self-Fueling Permit Application
    a. **Annual Fee for the Permit is $1,400**
    b. Application payment must be submitted with the application.
    c. If the permit is not issued, application payment will be returned.
2. Operator shall pay, to the Airport, a flowage fee as periodically determined by the Airport and Jefferson County Commissioners Court, on a monthly basis.
    a. **The Flowage Fee per gallon is $0.22**
    b. Payments must be remitted to the Airport no later than one week after the end of each month.
    c. A report must be submitted with the monthly flowage payments detailing:
        i. Dates of self-fueling (Beginning / End)
        ii. Quantity/type of fuel per aircraft (aircraft tail number)
            1. Ex) N123AB .....412 Gallons Jet A
            2. Ex) N456CD .....213 Gallons AvGas
        iii. Total Gallons per period
        iv. List of Fuelers performing self-fueling during the period
        v. Copies the fuel delivery slips from Operator's fuel supplier into Operator's pumping equipment or storage tanks.
    d. Operator is to pay flowage fee based on actual gallons pumped into their own aircraft.
        i. Operator can opt to pay flowage fees based on actual fuel they received based on Bills of Lading.
        ii. All flowage fees paid are non-refundable.
3. If operator fails to submit payment and or flowage reports, Airport may suspend self-fueling until payment(s) and report(s) are submitted.
4. The Airport reserves the right to require additional reports of such operators from time to time as they may become reasonably necessary.

General Rules

1. Self-fueling shall not commence until the Airport Director is satisfied the applicant has met all the requirements set forth and all equipment and documentation has been inspected by the Airport's Fuel Service Manager and Airport Fire Chief.
2. At no time shall any tenant share, sub-lease or in any other manner provide fuel or fueling facilities to any other tenant or the aircraft of any other tenant.

3. Operator shall provide proof to Airport that the aircraft they intend to perform self-fueling are owned and or directly leased and operated by said operator.
4. Selling of fuel is strictly prohibited and will result in the immediate cancellation of their ability to self-fuel and forfeiting all rights and privileges for self-fueling.
5. Additional fuel storage tanks shall not be allowed on Airport property.
6. Refueling (truck to truck) of mobile pumping equipment shall not be allowed on Airport property.
    a. Operator must refuel mobile pumping equipment in a location off airport property.
7. The airport will not provide refueling of mobile pumping equipment from Airport owned tanks.
8. Mobile pumping equipment shall be stored/parked only in locations approved by the Airport.
    a. Must not be within 50’ of any building.
9. Aircraft fueling must be no closer than 50’ of any building. Fueling inside hangars is prohibited.
10. Mobile refuelers must be chalked at all times when not in motion.

<u>Specific Standards of Operation</u>

1. Leasing:
    a. Operator shall have a valid ground lease or hangar lease with the Airport, or sub-lease with a tenant of the Airport.
2. Fueling Equipment:
    a. Operator shall provide the required pumping equipment to meet all applicable safety requirements relative to grounding and fuel contamination as required by Federal, State, and or local codes and regulations.
    b. Mobile refuelers must not exceed 3,000 gallons
    c. Mobile refueler must be separate for each type of fuel dispensed and have decals specifying the equipment number with 3” letters and numbers.
        i. Ex) Unit 01, Unit XY, etc.
    d. Mobile refuelers must be inspected and approved by Airport Fuel Service prior to engaging in fueling operations.
    e. No additional aviation fuel tanks are allowed on Airport property. All existing tanks are required to meet minimum requirements as set forth in Part 139, ATA 103, and NFPA 407 prior to being in service after the adoption of these standards.
        i. Existing tanks cannot be transferred or sold to another entity or person for use on airport property.
        ii. Existing tanks can be transferred or sold to another entity or person for use as long as the tank(s) are not located on airport property.
3. Safety Equipment
    a. Operator shall have sufficient safety equipment on all mobile pumping equipment necessary to comply with FAA, NFPA, ATA 103, and any other State and local governing regulations.
    b. Extinguishers meeting FAA, NFPA, ATA 103, and any other State and local governing regulations shall be inspected according to regulations and present at all times as required.
4. Training

a. All personnel performing self-fueling must receive all training required by FAA, NFPA, ATA 103, and any other State and local governing regulations, prior to performing any fueling operations.
b. Operator shall designate a Fuel Supervisor and show training records of said Fuel Supervisor, as required by Part 139 and Current ATA 103.
c. Operator shall submit an annual report on all personnel performing self-fueling. The Airport must receive an initial report prior to fueling operations, and a report each year thereafter. Report must be updated as personnel changes are made. The report must include:
    i. Name
    ii. BPT-Issued Badge Number
    iii. List of training received and dates
    iv. Copies of training certificates

5. Self-Inspections
    a. Operator must perform all required regulatory self-inspections and keep records of all self-inspections, as set forth in Part 139 and ATA 103.
        i. Copies of all self-inspection forms must be provided to Airport Fuel Service upon request within 24 hours.
6. Airport Semi-Annual Inspection
    a. The Operator shall make all fueling equipment and records available to the Airport Fuel Service Manager for semi-annual inspections.
        i. Airport Fuel Service Manager will inspect all equipment and records for FAA, ATA, and NFPA compliance.
        ii. For mobile fueling equipment, Operator must bring their equipment and records to an area specified by the Fuel Service Manager. For on-site tanks, inspections will be completed at tank location.
        iii. Inspections will take approximately 6 to 8 hours to complete and must be scheduled in-advance as to allow both Airport and Operator time to adjust schedules to accommodate inspections.
        iv. The operator is responsible for paying, in advance, to the Airport a **$400 fee** for the above semi-annual inspection.
7. Safety Rules:
    a. No aircraft shall be refueled, or oil-serviced while aircraft engines are running or being warmed by application of heat and or while aircraft is in a hangar.
    b. No person shall smoke or permit any open flame on the airfield within the perimeter fence, within 100 feet of an aircraft undergoing fuel servicing, or within 50 feet of a hangar.
    c. All fueling equipment must be properly grounded to a point or points of zero electrical potential prior to fuel servicing, to prevent the possibility of static ignition of volatile liquids.
    d. All equipment shall be inspected no less than twice a year by the Airport's Fuel Service Manager.

i. In the event an inspection results in a finding of equipment or personnel jeopardize public safety, all fueling operations shall cease until conditions are cured.

e. Fueling, pumps, meters, nozzles, fire extinguishers, and grounding devices shall be UL-approved where applicable and will be kept in first class condition at all times.
f. Fuel pumps shall be powered and the flow shall be controlled by a deadman flow control in the nozzle. Nozzles shall have a cable with a plug or clip for bonding to the aircraft. Pouring or gravity flowing fuel shall not be permitted.
g. All fuel systems shall have a means for quickly and completely stopping fuel flow in the event of an emergency.
h. Any malfunction of the fueling equipment shall cause the immediate cessation of all fueling operations until the malfunction can be cured.
i. In the event of a spill, the operator must immediately contact the Airport Fire Department and cease all fueling operations. Fueling operations can resume after the Airport determines the spill has been properly addressed and fueling operations can continue in a safe and secure manner.
j. No person shall perform or allow performance of fueling operations when lighting is observed and or reported in the immediate vicinity (5 miles) of the airport.
k. No person shall use any material or equipment during fueling that could likely cause a spark.
l. No person shall start any aircraft engine if there are flammable substances on the ground near the aircraft.
m. All hoses, funnels, and appurtenances used in fueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids.
n. No aircraft shall be fueled while passengers are on board the aircraft.

8. Incident Reporting:
    a. Operator shall notify Airport ARFF and Fuel Service immediately of any of the following:
        i. Fuel Spill / Fuel Contamination
        ii. Mis-fueling / Fuel filter failures
        iii. Emergency Shutdown Activation
        iv. Any event affecting fuel quality or aircraft safety
        v. Security breach, persons without BPT-issued credentials on AOA
        vi. Evidence of tampering with any aircraft

XIII. SPILL PREVENTION AND REMEDIATION

1. Operators dealing directly with fuel, chemicals, or other products considered by Federal, State, or local authorities to be pollutants or hazardous, shall:
    a. Provide a fuel and or chemical spill prevention and clean up plan approved by the appropriate environmental agencies to the Airport Fuel Service Supervisor.
    b. Have adequate equipment necessary to address any spills that might occur, to soak up any contaminated spills and prevent said spills from spreading and getting into groundwater and surrounding water systems.

i. In the event a spill occurs and Operator does not have adequate equipment to address said spill, the Operator will reimburse the Airport for Airport supplies used in spill response based on the cost to replace supplies used.

XIV. INDEMNIFICATION

All tenants, operators, service providers, shall defend, indemnify and hold harmless the Jack Brooks Regional Airport and Jefferson County and its officials, officers, employees, agents, representatives, successors and assigns from and against all costs, expenses, including without limitation, reasonable attorney's fees, expenses of investigation and litigation, all court or arbitration or other dispute resolution costs, and court costs, liabilities, damages, claims, suits, judgements, harm, penalties, fines, actions, and causes of actions whatsoever for personal injury, property damage or destruction, breach of contract, breach of any insurance requirements contained within these Minimum Standards, or any other harm for which recovery of damages or any other type of recovery or relief is sought, by ay person, entity, or organization of any kind whatsoever, resulting from, arising out of, concerning, or in connection with, directly or indirectly, in whole or in part:

(a) Any failure of the tenants, operators, service providers, or their parties to comply with these Minimum Standards;
(b) Any breach of the lease by tenants, operators, service providers, or their parties;
(c) Any false representation or warranty made by tenants, operators, service providers, or their parties in conducting business or to perform any activity on the airport or in the lease;
(d) Any act or omission of tenants, operators, service providers, or their parties, and;
(e) The negligent acts and omissions of the Indemnified Parties.

All tenants, operators, service providers shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all claims against any of the Indemnified Parties. All tenants, operators, service providers may contest the validity of any claims, in the name of the tenants, operators, service providers, or Indemnified Parties, as tenants, operators, and or service providers may in good faith deem appropriate, provided the expenses thereof are paid by tenants, operators, and or service providers.

XV. INSURANCE

All lessees, tenants, operators, and service providers understand and agree that the lessee, tenant, operator, and or service provider, at their sole cost and expense, shall carry and maintain at all times during the performance of any lease agreement or in the commission of business on airport property, the following types of insurance:

(a) Workers' Compensation and Employer's Liability insurance covering all employees engaged in services hereunder in compliance with the laws of the State of Texas.
(b) Commercial General Liability coverage shall be provided with limits of no less than One Million ($1,000,000) Dollars for any one Occurrence and a General Aggregate limit of no less than twice the Occurrence limit if these coverages apply exclusively to this agreement.
(c) Automobile Liability coverage shall be provided with limits of not less than $1,000,000 for any one occurrence. Coverage's are to include Owned, Hired, and Non-Owned Automobiles.

All policies must have Jefferson County and Jack Brooks Regional Airport named as Additional Insured.

The Jefferson County Commissioners Court may request increased amounts of coverage for types of insurance listed above, at their discretion, to levels adequate to satisfy financial liability.

XVI. WAIVER

The Commissioners Court may, at their discretion, but in no way are obligated to, waive one or more of the Minimum Standards applicable for good cause shown upon written request by tenants, operators, and or service providers, provided such waiver would not adversely affect public health or safety, the quality of service provided to the public, or Airport finances or operations, or would violate Federal, State, local laws, statute, ordinance, rule, regulation, or Airport grant assurances.

PROCLAMATION

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 22nd day of September, 2026, on motion and seconded, the following Proclamation was adopted:

Suicide Prevention Month 2026

WHEREAS, in the United States, more than 40,000 people commit suicide every year; and

WHEREAS, in our country, suicide is one of the leading causes of death; and

WHEREAS, community organizations and resources are essential to continuing the fight against suicide and the loss of young lives; and

WHEREAS, reducing the stigma by discussing suicide and increasing the awareness of available resources for those suffering from suicidal thoughts is important to maintaining the health and happiness of citizens; and

WHEREAS, many of those people who died never received effective behavioral health services, for many reasons including the difficulty of accessing services by healthcare providers trained in best practices to reduce suicide risk, the stigma of using behavioral health treatment and the stigma associated with losing a loved one to suicide; and

WHEREAS, public awareness of the warnings signs and the networks available for at-risk individuals, are essential to continue lowering the rates of suicide in the country; and

WHEREAS, reducing the stigma by discussing suicide and increasing the awareness of available resources for those suffering from suicidal thoughts is important to maintaining the health and happiness of citizens;

NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court recognizes **September 2026 as National Suicide Prevention Month** and calls upon all citizens of Jefferson County to observe this month with appropriate programs and activities to support suicide prevention efforts.

Signed this 22 day of September, 2026

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S.
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 22 day of September, 2026 on a motion made and duly seconded, the following Resolution was adopted:

RESOLUTION TO EXTEND DISASTER DECLARATION

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

WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on September 1, 2026 for severe rain and flooding dangers from Tropical Storm Edouard; and

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

WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created as a result of severe rain and flooding conditions in Jefferson County and in the State by damages and conditions resulting and which continue which continue to persist and that the renewal of this Declaration of Disaster is necessary for the protection of people and property in Jefferson County;

NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declarations entered on September 1, 2026 until same is amended or rescinded.

SIGNED this 22 day of September, 2026.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

INTERLOCAL AGREEMENT BETWEEN JEFFERSON COUNTY, TEXAS ALONG WITH JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR & VOTER REGISTRAR AND JEFFERSON CENTRAL APPRAISAL DISTRICT

This AGREEMENT ("Agreement") is made and entered into by and between, Jefferson County, Texas ("County"), along with Jefferson County Tax Assessor-Collector and Voter Registrar ("Registrar"), both are local governmental entities created under the Texas Constitution and laws of the State of Texas, with its primary office at the Jefferson County Courthouse at: 1149 Pearl Street, Beaumont, Texas 77701; and Jefferson Central Appraisal District ("JCAD"), a local governmental entity created under the Texas Constitution and law of the State of Texas with its primary office located at: 4610 S. Fourth Street, Beaumont, TX, 77705. Collectively referred to as the "Parties" and singularly referred to as "Party".

WHEREAS, the Parties are authorized to contract with one another for the performance of governmental functions and services under Chapter 791, Texas Government Code, commonly known as the Interlocal Cooperation Act;

WHEREAS, JCAD is required by section 11.43 of the Tax Code to cancel previously granted property tax exemptions that will possibly end on the date of the property owner's death.

WHEREAS, it would be beneficial to JCAD in the performance of its duties to have timely access to abstracts of each death certificate filed with the Registrar during each month for a decedent 18 years of age or older at the time of death.

WHEREAS, JCAD, the County and Registrar, pursuant to Texas law, currently have access to decedents' confidential information contained in an abstract of a death, including, but not limited to, a person's date of birth, date of death, Social Security Number, Personal ID Certificate, and Driver's License Number.

WHEREAS, Registrar, through various sources, is provided monthly a list and an abstract of most death certificates for each decedent 18 years of age or older at the time of death where the decedent resided in the County while living. The County, and all subordinate governmental entities, including Registrar, would benefit through more accurate property tax assessments generated by JCAD through the elimination of unwarranted property tax exemptions and resulting in more accurate property tax collection based on a timelier cancelation of previously granted property tax exemptions that possibly end on the date of the property owner's death.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, in order to facilitate JCAD in the performance of its duties and

facilitate the Registrar with a more accurate collection of property taxes, to the benefit of the County and other taxing entities located in the County, the Parties agree as follows:

1. The Registrar, or his/her designee, to the best of their ability, will provide JCAD a monthly report and/or a copy of all abstracts of deaths received by the Registrar in the preceding month. Some of the decedent's information will be provided in a spreadsheet format. Registrar will endeavor to have the foregoing into JCAD's Office by the 15th of each month.

2. In order to bring JCAD up-to-date on death records, Registrar, or his/her designee, will provide reports for each month from January 2024 to the present.

3. JCAD may use this information provided by Registrar as a preliminary tool to identify properties that may require exemption review. JCAD shall conduct its own research, verification, and assessment in accordance with applicable law and internal procedures. JCAD will make the final determination regarding the continuation, modification, or removal of any property tax exemption. Nothing in this Agreement requires JCAD to act solely on the basis of the information provided by the Registrar.

4. It is mutually agreed between the parties that each one of them shall maintain the confidentiality of decedents' information contained in the documents provided by Registrar to JCAD, as required by the law. Relative the transmission of decedents' information, the parties will use encrypted emails.

5. The parties agree that the sole purpose of this agreement is the elimination of unauthorized property tax exemptions, which will facilitate a more accurate assessment of property values and a more accurate tax assessment of property taxes on property located within Jefferson County.

DISPUTE RESOLUTION

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably. Neither party waives, in any way, its right to assert its immunity to any type of suit that might arise under this agreement. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

TERMS OF AGREEMENT

This agreement may be terminated by either party, without consequences, by notifying

the other party 15 days before termination. Unless terminated earlier, this agreement shall become effective as of the date of the last signature of a party hereto, and continue for one (1) year from that date and shall continue on an automatic renewal of one (1) year periods until either party terminates this Agreement. Additionally, this agreement will be terminated, without action by a Party, if the Texas Legislature passes legislation that abolishes the purpose of this agreement.

Jefferson County, Texas

ATTEST: By: Trudy Grinnell
DATE 9.22.26

By: Jeff R. Branick County Judge
Title: County Judge
Date: 9-22-2026

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Jefferson County Tax Assessor-Collector and
Voter Registrar

By: Kate Carroll
Title: Voter Registrar
Date: 9-22-26

Jefferson Central Appraisal District

_____

By: _____

Title: _____

Date: _____

Docusign Envelope ID: A24EBB8C-9E3A-880F-80DD-39C542147A57

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

1. Jefferson County, Texas ("County") and OCI Fuels USA, Inc. ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on July 19, 2022 (attached hereto as Exhibit "A") for Phases 1 and 2 with respect to the abatement of certain *ad valorem* property taxes on a new industrial facility (the "Project") to be constructed by OWNER, in the OCI 2022 REINVESTMENT ZONE which was originally adopted by Jefferson County on July 19, 2022 and later amended by Jefferson County on September 26, 2023.

2. Owner notified the County that Methanex US Operations Inc., a subsidiary of Methanex Corporation, purchased the shares of the parent company of OCI Fuels USA, Inc., as a result of which Methanex Corporation now indirectly wholly owns Methanex Fuels USA Inc. (formerly OCI Fuels USA, Inc.) and its interests in the facility. No assignment of the Agreement or of the facility has occurred; Methanex Fuels USA Inc. (formerly OCI Fuels USA, Inc.) continues to directly own the facility and remains the Owner under this Agreement.

3. Owner confirms that no assignment of this Agreement has been prepared or executed in connection with the above-described transaction. Methanex Fuels USA Inc. (formerly OCI Fuels USA, Inc.) shall continue as the party to this Agreement and shall remain responsible for all assets, contractual rights, privileges, and obligations thereunder.

4. Owner is requesting the owner's name be modified to reflect the change of the name of the entity from OCI Fuels USA, Inc. to Methanex Fuels USA Inc. This name change was filed December 1, 2025 and is a change of name only, the company details will remain as is, including addresses, Tax ID, EIN and other corporate registration numbers.

5. The Parties acknowledge that the benefits of the abatement of ad valorem taxes will enure to the benefit of Owner (Methanex Fuels USA Inc.).

6. The Parties acknowledge that circumstances beyond the control of Owner have delayed the projects commencement and the Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreements for these projects shall be amended with the respect to the following terms.

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7. Owner is requesting that the County modify the Phase 1 Agreement to move the estimated date of the tax abatement percentages agreed to for Phase 1 from tax year 2028 to tax year 2029 as reflected in the amended Exhibit B, Tax Abatement Schedule.

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

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

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

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

10. Article 4: Term of Abatement

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

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

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

11. Article 4: Term of Abatement

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

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

Construction of the PROJECT shall begin by the "Construction Commencement Date", which shall be December 31, 2030. OWNER shall have the option to request, at least ninety (90) days prior to then-current Construction Commencement Date, one-year extension(s)

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to the then-current Construction Commencement Date, with approval from the COUNTY of such request not to be unreasonably withheld or delayed.

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

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

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

Signed this 25 day of August, 2026

COUNTY:

OWNER:

Signed by:
Mark Allard
0AC22D6A756347F...

SVP, Low Carbon Solutions
Methanex Fuels USA Inc.

(formerly OCI Fuels USA, Inc.)

Signed by:
D2F0017D0AC144C...

Director, Finance North America

Docusign Envelope ID: A24EBB8C-9E3A-880F-80DD-39C542147A57

EXHIBIT B

PHASE 1 AGREEMENT

Amended Abatement Schedule

TAX ABATEMENT SCHEDULE

PHASE 1

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

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

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EXHIBIT B

PHASE 2 AGREEMENT

Amended Abatement Schedule

TAX ABATEMENT SCHEDULE

PHASE 2

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

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

PROCLAMATION

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 22nd day of September, 2026 on motion made and seconded, the following Proclamation was adopted:

Energy Day in Southeast Texas

WHEREAS, the discovery of oil at Spindletop in Southeast Texas (SETX) stands as one of the most consequential events in industrial history, giving rise to the modern energy economy and permanently shaping global commerce, innovation, and economic development; and

WHEREAS, Southeast Texas emerged from this moment as a foundational energy region whose influence continues through its concentration of refining, petrochemical manufacturing, energy logistics, and an expanding portfolio of traditional and emerging energy enterprises; and

WHEREAS, the legacy of Spindletop represents not only historic achievement, but an enduring responsibility to lead with foresight, stewardship, and innovation in the management of energy resources; and

WHEREAS, Lamar University, located at the geographic and economic heart of this historic energy corridor, has long served the region through Engineering education, research, and industry engagement, leveraging its location, academic excellence, and partnerships to advance regional prosperity; and

WHEREAS, Lamar University has launched the Doctor of Business Administration in Energy Management, an interdisciplinary, executive-level doctoral program designed to meet the complex strategic, technical, and leadership demands of the modern energy sector; and

WHEREAS, Lamar University's commitment to interdisciplinary applied research, university–industry collaboration, and executive education positions it as an authoritative voice in energy management education and a catalyst for innovation in Southeast Texas and beyond;

NOW, therefore, be it proclaimed that the Commissioners Court of Jefferson County hereby designates the 2nd Friday of October, Energy Day in Southeast Texas, to be observed annually in recognition of the region's foundational role in the global energy economy, the enduring legacy of Spindletop, and the continued advancement of energy leadership, research, and innovation.

Be it further proclaimed that Lamar University is hereby recognized as the host and convener of Southeast Texas Energy Day activities, serving as a regional anchor for reflection, dialogue, and forward-looking engagement that connects the origins of the energy industry to its future through education, applied research, and executive leadership development.

Signed this 22nd day of September, 2026

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEY AT LAW
1148 PARK STREET
BEAUMONT, TX 77701

(409)832-9483

September 14, 2026

Judge Branick & Jefferson County Commissioners' Court
ATTN: Fred Jackson, Staff Attorney to the County Judge
1149 Pearl Street, #4
Beaumont, Texas 77701

RE: Cause No. 25DCCV0602; JEFFERSON COUNTY, ET AL VS. LAWRENCE SELLS
Account No.: 044450-000-025400-00000

Dear Mr. Jackson:

The above referenced property was posted on sale and struck off to Jefferson County on March 3, 2026. The defendant has paid the judgment amount in full, prior to the resale. I have attached supporting documents for your review.

Enclosed, please find the original Redemption Quitclaim Deed for the County Judge to sign and return the executed deed to my attention.

If you have any questions, please call 409-832-9483.

Sincerely yours,

Danielle Nettles

Danielle Nettles, Income Partner
Linebarger Goggan Blair & Sampson, LLP
Attorney(s) for Jefferson County, Plaintiffs

Encl.

QUIT CLAIM DEED

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS**

COUNTY OF JEFFERSON §

That **Jefferson County, Texas, Trustee**, for itself and for the use and benefit of the BEAUMONT INDEPENDENT SCHOOL DISTRICT, CITY OF BEAUMONT, PORT OF BEAUMONT AUTHORITY, JEFFERSON COUNTY DRAINAGE DISTRICT No. 6, and the SABINE-NECHES NAVIGATION DISTRICT, hereinafter called grantor(s), acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of said governing body which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of **$26,579.47** via cashier's check paid by

Lawrence Grogan
3035 7th Street
Port Arthur, Texas 77642

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor(s) and of all other taxing units on whose behalf title is held by grantor(s), in and to the following described property located in Jefferson County, Texas:

LOT 22 IN BLOCK 18 OF MINGLEWOOD ADDITION, A SUBDIVISION IN JEFFERSON COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 70 OF THE MAP RECORDS OF JEFFERSON COUNTY, TEXAS; AND BEING THAT SAME PROPERTY DESCRIBED AS MINGLEWOOD L22 B18 AND IDENTIFIED ON THE PLAINTIFF'S TAX ROLLS AS CAD ACCOUNT NO. 044450-000-025400-00000.

said property having been acquired by tax foreclosure sale heretofore held under **Cause No. 25DCCV0602**, *Jefferson County, et. al. vs. Lawrence Sells*, in the 60th District Court of said county.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither grantor(s), nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

This deed is expressly given as evidence of the Grantee(s)' full redemption of said

property pursuant to Section 34.21, Texas Property Tax Code.

IN TESTIMONY WHEREOF **Jefferson County,** Texas, **Trustee** has caused these presents to be executed this 22 day of September, 2026.

Jefferson County, Texas, Trustee

By: _____
Jefferson County Judge

STATE OF TEXAS **X**

COUNTY OF JEFFERSON **X**

This instrument was acknowledged before me on this 22 day of September, 2026, by Jeff Branick, County Judge, of Jefferson County Texas.

MARIA VARGAS
Notary Public, State of Texas
Comm. Expires 09-06-2027
Notary ID 134541833

_____
Notary Public, State of Texas
Commission Expires: 9.6.2027

After recording return to:

Danielle Nettles, Income Partner
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
Attorneys At Law
1148 Park Street
Beaumont, Texas 77701
(409) 832-9483
Danielle.nettles@lgbs.com

Cause No. 25DCCV0602

ATTEST by Judy Kinnell
DATE 9.22.26

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

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

CORRECTION SPECIAL WARRANTY DEED

CORRECTION:

This is a Correction Special Warranty Deed ("Correction Deed") that corrects and supersedes that certain Special Warranty Deed signed and dated December 13, 2022, and filed in Jefferson County, Texas, Official Public Records at County Clerk's **File Number 2022041347**, a copy of which is attached as **Exhibit "B"**, incorporated by reference herein, from Jefferson County, Texas, as Grantor to Lamar State College-Port Arthur, as Grantee **("December 13, 2022 Deed")**. More specifically, the property described in that December 13, 2022 Deed was incorrectly described. The property description within the December 13, 2022 references a 0.3789 acre conveyance and the attached Exhibit A references a 1.523 acre legal description. This legal description is incorrect, inconsistent, and was a mistake and done unintentionally.

Grantor and Grantee attempted to correct the mistake in a Special Warranty Deed dated **February 6, 2023**, and filed in Jefferson County, Texas, Official Public Records at County Clerk's **File Number 2023003233**, a copy of which is attached as **Exhibit "C"**, incorporated by reference herein, from Jefferson County, Texas, as Grantor to Lamar State College-Port Arthur, as Grantee ("February 6, 2023 Deed"). More specifically, the February 6, 2023 Deed references a conveyance of property of 0.3789 acres and refers to an Exhibit A, but Exhibit A was inadvertently omitted and not attached to the February 6, 2023 Deed when such deed was recorded. In addition, the February 6, 2023 Deed incorrectly references Jefferson County Drainage District No. 7 as a grantor in the "Consideration" paragraph. The legal description is incorrect. The acreage is supposed to be 0.3769 acres. These errors and mistakes were done by mistake and unintentionally.

Accordingly, the Grantor and Grantee wish to correct these mistakes and errors in this Correction

Deed, and this Correction Deed shall supersede and take the place of the December 13, 2022 Deed (**File Number 2022041347)** and the February 6, 2023 Deed **(File Number 2023003233)** that were signed and filed in error by the Grantor and Grantee, as agreed to and acknowledged by Grantor and Grantee herein, and this Correction Deed shall be effective as of December 13, 2022.

SPECIAL WARRANTY DEED (INTENDED CONVEYANCE)

Date: ____ day _____, 2026

Grantor(s), whether one or more:

Jefferson County, Texas

Grantor's Mailing Address (including county):
Jefferson County, Texas
1149 Pearl Street, Fourth Floor
Beaumont, Texas 77701

Grantee:

Lamar State College—Port Arthur
1830 Lakeshore Drive
Port Arthur, Texas 77640

Consideration and Conveyance:

Pursuant to Section 272.001 of the Texas Local Government Code, and in consideration for Ten Dollars ($10.00), to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, Grantor does hereby grant, sell, assign and convey unto Grantee for any purpose as determined by Grantee any and all interest Grantor may have in the property, as hereinafter defined, including all improvements thereto in that certain **0.3769 acre tract of land** in Jefferson County, Texas, being more particularly described in the attached **Exhibit "A"** (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Jefferson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: None

TO HAVE AND TO HOLD the Property, herein conveyed, GRANTOR, together with all and singular the rights and appurtenances thereto in any wise belonging unto the Grantee, and its successors or assigns forever; and Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the Property and premises herein conveyed, unto the Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

[Signature page to follow]

Agreed by Grantor:

By Judy Grinnell
ATTEST
DATE 9.22.26

Grantor:

Jefferson County, Texas

By: _____
County Judge, Jeff R. Branick

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS }

COUNTY OF JEFFERSON }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Jeff R. Branick** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Jefferson County.

Given under my hand and seal of office this 22 day of September, 20 26.

MARIA VARGAS
Notary Public, State of Texas
Comm. Expires 09-06-2027
Notary ID 134541833

_____
Notary's Signature

Maria Vargas
Name typed or printed

Commission Expires: 9-6-2027

Agreed by Grantee:

Lamar State College—Port Arthur

By: _____

_____
Print Name

_____
Position

STATE OF TEXAS }

COUNTY OF JEFFERSON }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____of Lamar State College—Port Arthur, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said entity.

Given under my hand and seal of office this ____day of _____, 20____.

_____
Notary's Signature

_____
Name typed or printed

Commission Expires: _____

409.833.3363
TBPELS 10194382
www.LJASurvey.com
2615 Calder Avenue, Suite 500, Beaumont, Texas 77702

EXHIBIT "A"

August 27, 2026

Surveyor's Field Note Description: **0.3769-Acre Tract**

BEING a 0.3769-acre tract designated as Jefferson County Appraisal District Property ID No. 424044, and being out of and part of the remainder of that certain called 1.947-acre tract more fully described as Tract 5A and recorded in Clerk's File No. 2014037745 of the Official Public Records of Jefferson County, Texas, same being a 0.3769-acre tract more fully described as Tract 5A-2 in an unrecorded replat of the said Tract 5A, dated December 2022, prepared by Fittz & Shipman, Inc., same being out of and part of Lots 5 and 6, Block 152, City of Port Arthur, recorded in Volume 1, Page 50 in the Map Records of Jefferson County, Texas, same being out of and part of an abandoned portion of Lakeshore Drive recorded in Volume 1739, Page 470 of the Deed Records of Jefferson County, Texas, and being situated in the J. Butler Survey, Abstract No. 9, Jefferson County, Texas. Said 0.3769-acre tract being more fully described as follows:

COMMENCING at a 5/8-inch iron rod with cap stamped "AWC" found at the Northwest corner of said Remainder of Tract 5A, same being the Southwest corner of that certain Lamar State College Port Arthur called 2.978-acre tract of land, being more fully described and recorded in Clerk's File No. 2020005584 of said Official Public Records, same being in the East right-of-way line of 4th Street (70-foot public right-of-way), having a coordinate value of N: 13,900,233.65 and E: 3,574,748.75;

THENCE South 53 deg. 21 min. 19 sec. East, along and with the North line of said Remainder of Tract 5A, same being the South line of said 2.978-acre tract, a distance of 69.96 feet to the **POINT OF BEGINNING** at a 5/8-inch iron rod with cap stamped "LJA SURVEYING INC." set for the Northwest corner of said 0.3769-acre tract, having a coordinate value of N: 13,900,191.89 and E: 3,574,804.88;

THENCE South 53 deg. 21 min. 19 sec. East, along and with the North line of said Remainder of Tract 5A, 0.3769-acre tract, same being the South line of said 2.978-acre tract, a distance of 104.64 feet to a 5/8-inch iron rod with aluminum disc found at the Northeast corner of said Remainder of Tract 5A, 0.3769-acre tract, same being the Southeast corner of said 2.978-acre tract, same being an angle corner in the West line of that certain Jefferson County Drainage District No. 7 called 17.8537-acre tract of land, being more fully described as Easement Tract 136, and recorded in Volume 1784, Page 32 of said Deed Records;

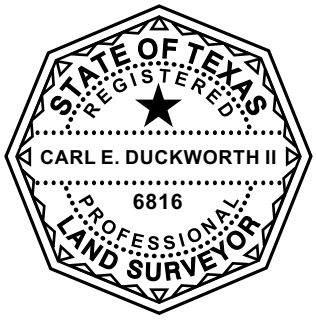
THENCE South 44 deg. 03 min. 39 sec. West, along and with the East line of said Remainder of Tract 5A, 0.3769-acre tract, same being a West line of said 17.8537-acre tract, a distance of 163.85 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING INC." set for the Southeast corner of said 0.3769-acre tract, from which a 1/2-inch iron rod found in the East line of said Remainder of Tract 5A, bears South 44 deg. 03 min. 39 sec. West, a distance of 190.99 feet;

THENCE North 44 deg. 45 min. 03 sec. West, along and with the South line of said 0.3769-acre tract, a distance of 106.87 feet to a 5/8-inch iron rod with cap stamped "LJA SURVEYING INC." set for the Southwest corner of said 0.3769-acre tract;

THENCE North 45 deg. 15 min. 20 sec. East, along and with the West line of said 0.3769-acre tract, a distance of 148.16 feet to the **POINT OF BEGINNING**, containing 0.3769-acre of land, more or less.

All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (US Survey foot). All acreages and distances shown are grid.

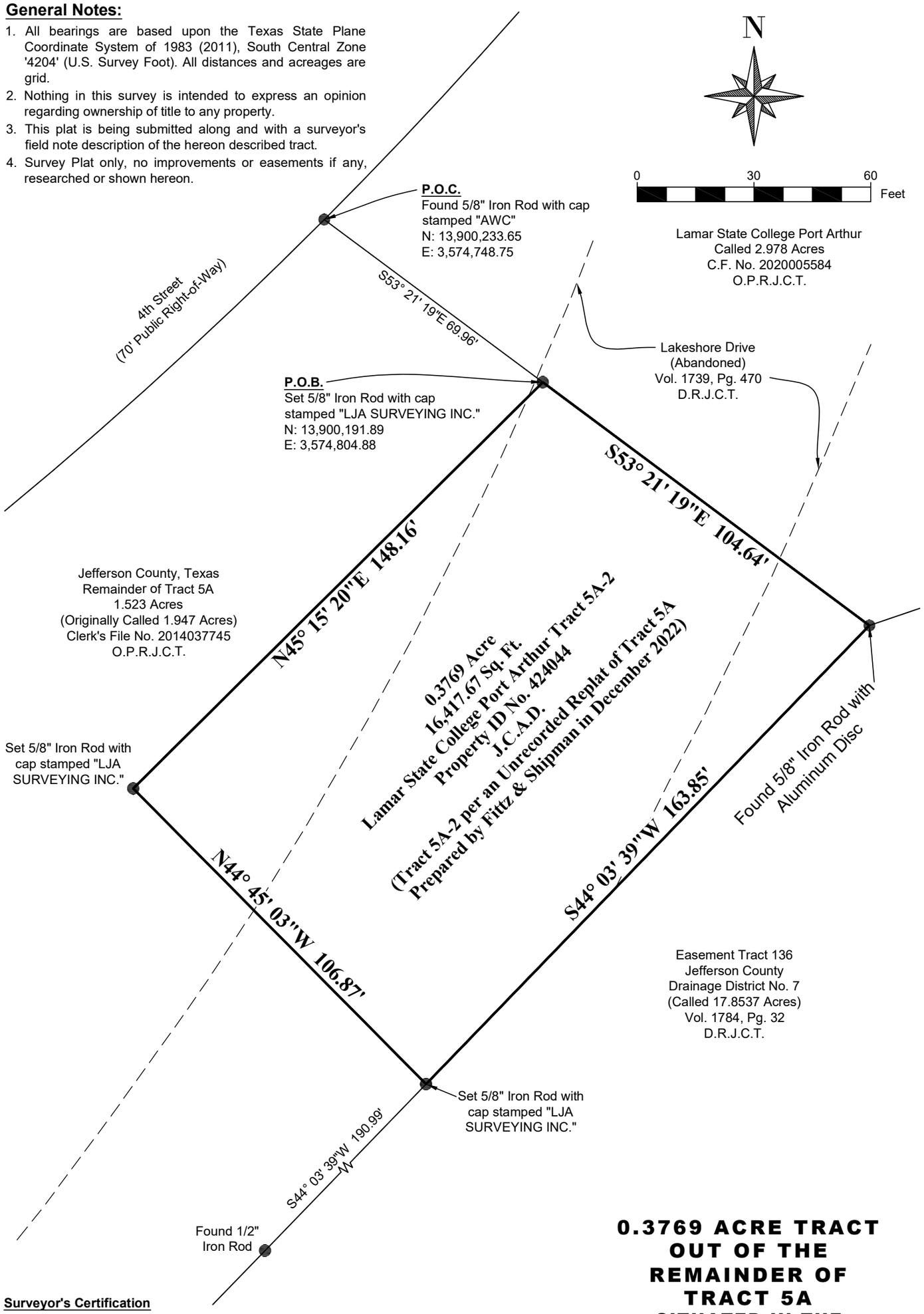
Carl E. Duckworth II
Registered Professional Land Surveyor No. 6816



S:\Sectors\Survey\Projects\LJAS494 (DD7)\2604106 CAD\LJAS494-2604_0.3769 Acre Tract.dwg 8/27/2026

General Notes:

1. All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (U.S. Survey Foot). All distances and acreages are grid.
2. Nothing in this survey is intended to express an opinion regarding ownership of title to any property.
3. This plat is being submitted along and with a surveyor's field note description of the hereon described tract.
4. Survey Plat only, no improvements or easements if any, researched or shown hereon.



Surveyor's Certification

The undersigned does hereby certify that this survey plat accurately represents an on the ground survey made under my direct supervision in November and December 2025, and January and February 2026.

STATE OF TEXAS
REGISTERED
CARL E. DUCKWORTH II
6816
PROFESSIONAL
LAND SURVEYOR

Carl E. Duckworth II, RPLS
Registered Professional Land Surveyor No. 6816

0.3769 ACRE TRACT OUT OF THE REMAINDER OF TRACT 5A SITUATED IN THE J. BUTLER SURVEY JEFFERSON COUNTY, TEXAS

DRAWN BY: MAG
REV "0"
SHEET NO. 1 OF 1

FB PG: FBXXX-PXXX
AUGUST 27, 2026
JOB NO.: LJAS494-2604

LJA SURVEYING, INC.
2615 Calder Ave, Suite 500
Beaumont, Texas 77702
Tel: 409.833.3363
Fax: 409.833.0317
TBPELS Firm No. 10194382

EXHIBIT “B”

8 pgs
DD
2022041347
571

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

SPECIAL WARRANTY DEED

Date: 13 day DECEMBER, 2022

Grantor and Mailing Addresses:
Jefferson County, Texas
1149 Pearl Street, Fourth Floor
Beaumont, Jefferson County, TX 77701

Grantee: Lamar State College-Port Arthur

Grantee's Mailing Address (including county)
1500 Proctor Street
Port Arthur, Jefferson County, Texas 77641

Consideration: Pursuant to Sec. 272.001(j) of the Texas Local Government Code, the consideration for the conveyance by Jefferson County, Texas shall be Ten ($10.00) dollars and no/100 and other valuable consideration and that Jefferson County, Texas do agree to convey to Lamar State College-Port Arthur any and all interest it may have in the property, including all improvements, as described more particularly as,

.3789 acres of land being a part of Tract 5A-2 of a Replat of Lots 5-10, Block 152 recorded under Clerk's file No. 2014037745, Official Public Records of Jefferson County, Texas, a part of Lake Shore Park as indicated on plat recorded in Volume 1, Pages 7 & 8, Map Records of Jefferson County, Texas and all of that certain tract of land (called ".3789 acres") described in that certain instrument to Lamar-Port Arthur, recorded under film code no. 102-91-0206 in the Real Property Records of Jefferson County, Texas and as more fully described by metes and bounds in Exhibit "A" as attached and incorporated herein, for use as

Reservations from and Exceptions to Conveyance and Warranty: That such deed is subject to all restrictions, covenants, conditions, easements, rights -of-way and prescriptive rights whether recorded or not, and all recorded reservations if any and zoning and other laws affecting the property. Grantee's abandonment of the property, including improvement, or any other use of said premises, shall cause the rights herein given to revert to Grantor, their successors or assigns.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs executors, administrators, successors, and assigns against

every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty by and through only the grantor.

Executed on the 13th day of December A.D. 2022.

GRANTORS:

By: _____
Jeff R. Branick, County Judge

APPROVED AS TO FORM:

for _____
Kathleen Kennedy, Chief of Civil Division
District Attorney Office

ATTEST:

_____
County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned Notary Public, on this day personally appeared JEFF R. BRANICK known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the County of Jefferson, for the purposes and considerations therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of December 2022.

_____
Notary Public, State of Texas

Annette Reedy
Print Notary Name Here

ANNETTE REEDY
Notary Public, State of Texas
Comm. Expires 03-14-2026
Notary ID# 12395308-0

LSCPA
LAMAR STATE COLLEGE ★ PORT ARTHUR
OFFICE OF THE PRESIDENT
www.lamarpa.edu

December 2, 2022

Judge Jeff Branick
Jefferson County Commissioners Court

Judge Branick and Jefferson County Commissioners,

Lamar State College Port Arthur (LSCPA) recently completed the renovation of the *Industry Training Facility* (Armory) on the LSCPA campus. The building is very functional, however, there is insufficient parking next to the building. For the building to be useful to the campus and the community, additional parking space is needed.

There is a .3789-acre lot (Tract 5A-2) adjacent to the *Industry Training Facility* (see attached survey). LSCPA is requesting that Jefferson County donate the .3789-acre lot to LSCPA for the construction of a parking lot next to the *Industry Training Facility*.

The additional property will provide adequate parking for the Industry Training Facility. In addition, several community organizations have expressed an interest in utilizing the facility for their events if additional parking becomes available.

Your support for the continued growth of Lamar State College Port Arthur is appreciated.

Regards,

Betty Reynard

Betty Reynard, Ed.D.

1500 Procter Street | P.O. Box 310
Port Arthur, Texas 77641
409-984-6100 | reynardbj@lamarpa.edu

Fittz & Shipman

INC.

Consulting Engineers and Land Surveyors

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
Terry G. Shipman, P.E., Senior Consultant
Bernardino D. Tristan, P.E., Chief Executive Officer

Daniel A. Dotson, P.E., President
Donald R. King, P.E., Vice President
Mitchell Lee Brackin, RPLS

EXHIBIT A, PAGE 1 OF 3
FIELD NOTE DESCRIPTION
OF A 1.523 ACRE TRACT
OUT OF THE
JOSEPH BUTLER SURVEY, ABSTRACT 9
JEFFERSON COUNTY, TEXAS
NOVEMBER 30, 2022

That certain 1.523 acre tract, being the remainder of Tract 5A of the Replat of Tracts 5A and 5B, a plat recorded in Clerks File No. 2014037745 of the Official Public Records of Jefferson County, Texas for Jefferson County, in the City of Port Arthur, and being out of the Joseph Butler Survey, Abstract 9, Jefferson County, Texas, said 1.523 acre tract being more particularly described by metes and bounds as follows:

Note: Bearings are referenced to the NAD83 Texas State Plane Coordinate System, South Central Zone #4204.

BEGINNING at a capped iron rod "AW&C LLC" (N=13,900,233.67, E=3,574,748.79) found in a curve to the left in the southeasterly right-of-way line of 4th Street (60' R.O.W.) and the northeasterly line of said Tract 5A for the west corner of a called 2.978 acre tract conveyed to Lamar State College, Port Arthur as recorded in Clerks File No. 2020005584 of the Official Public Records of Jefferson County, Texas and the north corner of the said 1.523 acre tract from which a capped iron rod "Soutex" found in the northwesterly line of the said 2.978 acre tract for the north corner of said Tract 5A bears a chord bearing and distance of North 43°04'08" East 92.52 feet;

THENCE South 53°20'55" East along the southwesterly line of the said 2.978 acre tract and the northeasterly line of the said 1.523 acre tract a distance of 174.63 feet (called South 53°19'04" East 174.70 feet) to a concrete monument with brass disk (N=13,900,129.43, E=3,574,888.89) found in the northwesterly line of the Jefferson County Drainage District No. 7 Hurricane Flood Protection Levee and the southeasterly line of said Tract 5A for the south corner of the said 2.978 acre tract and the east corner of the said 1.523 acre tract from which a concrete monument found in the southeasterly line of the said 2.978 acre tract for the east corner of said Tract 5A bears North 71°05'47" East 111.62 feet (called North 71°08'40" East);

THENCE South 44°03'32' West along the said northwesterly line of the Jefferson County Drainage District No. 7 Hurricane Flood Protection Levee and the southeasterly line of said Tract 5A and the said 1.523 acre tract a distance of 354.82 feet (called South 44°05'04" West) to a capped iron rod "AW&C LLC" found for the east corner of said Tract 5B and the south corner of said Tract 5A and the said 1.523 acre tract;

THENCE along the northeasterly line of said Tract 5B and the southwesterly line of said Tract 5A and the said 1.523 acre tract with the following courses and distances:

North 54°04'25" West a distance of 145.64 feet (called North 54°04'09" West 145.54 feet) to an angle point;

North 09°52'02" East a distance of 32.95 feet (called North 09°52'02" East 32.95 feet) to an angle point;

North 38°22'42" West a distance of 54.07 feet (called North 38°22'42" West 54.07 feet) to a capped iron rod "AW&C LLC" found in a curve to the right in the said southeasterly right-of-way line of 4th Street for the north corner of said Tract 5B and the west corner of said Tract 5A and the said 1.523 acre tract;

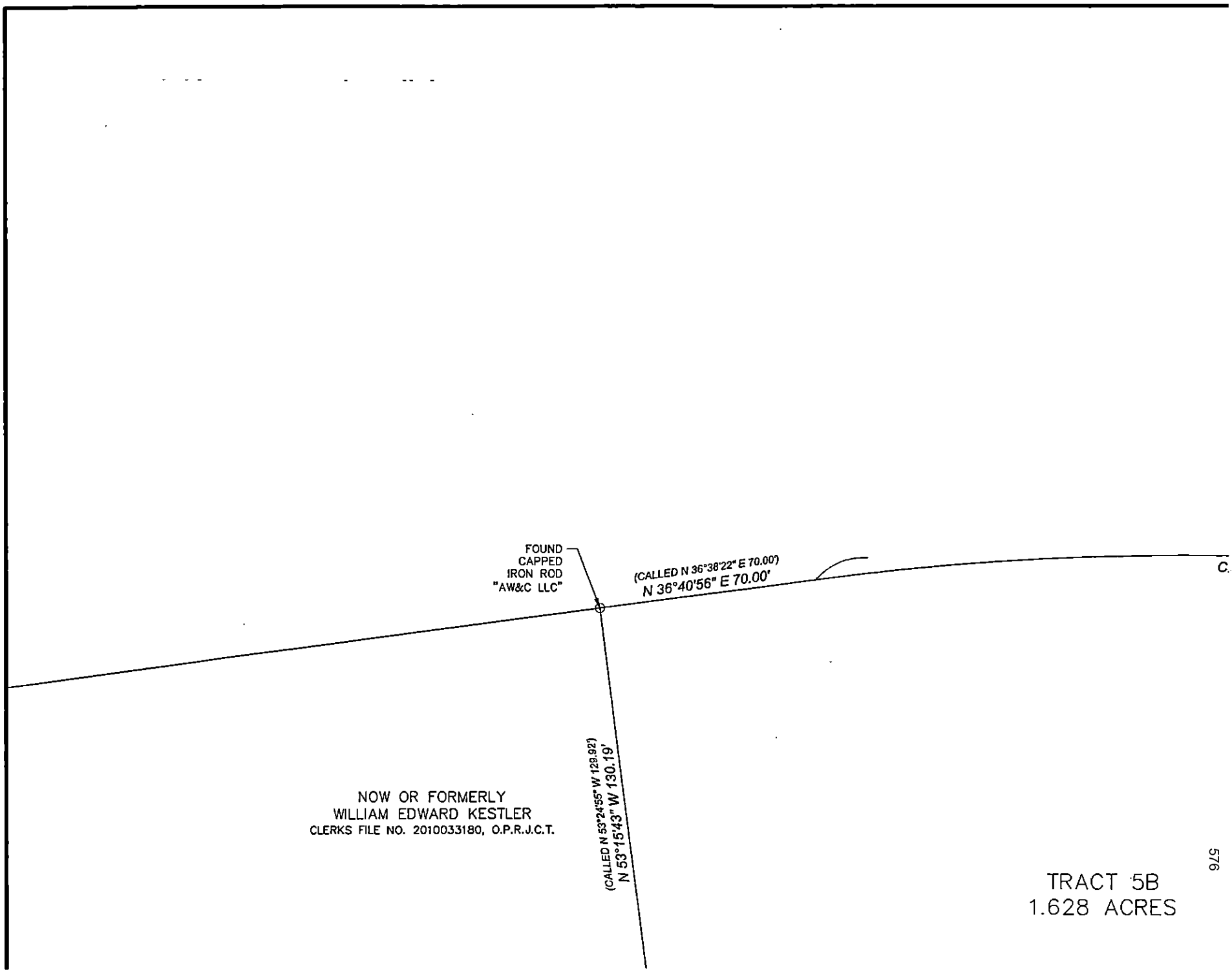
THENCE along the said southeasterly right-of-way line of 4th Street and the northwesterly line of said Tract 5A and the said 1.523 acre tract with the curve to the right, having a radius of 866.20 feet, a chord bearing of North 54°54'58" East, a chord distance of 31.51 feet and an arc length of 31.51 feet to a concrete monument with brass disk for an angle point;

THENCE North 55°18'51" East continuing along the said southeasterly right-of-way line of 4th Street and the said northwesterly line of Tract 5A and the said 1.523 acre tract a distance of 73.02 feet (called North 55°20'17" East 73.06 feet) to a concrete monument with brass disk for the beginning of a curve to the left;

THENCE continuing along the said southeasterly right-of-way line of 4th Street and the said northwesterly line of Tract 5A and the said 1.523 acre tract with the curve to the left, having a radius of 1217.20 feet, a chord bearing of North 50°07'20" East, a chord distance of 217.25 feet and an arc length of 217.54 feet the **POINT OF BEGINNING** and containing in area 1.523 acres of land, more or less.

This Field Note Description is based on a survey performed by Fittz & Shipman, Inc. during 2022 and accompanies a plat of the same date.

F&S Project no. 22133.0004


FOUND
CAPPED
IRON ROD
"AW&C LLC"
(CALLED N 36°38'22" E 70.00')
N 36°40'56" E 70.00'
C
NOW OR FORMERLY
WILLIAM EDWARD KESTLER
CLERKS FILE NO. 2010033180, O.P.R.J.C.T.
(CALLED N 53°24'55" W 129.92')
N 53°15'43" W 130.19'
TRACT 5B
1.628 ACRES

576


577
TRACT 5B
1.628 ACRES
(CALLED N 36°38'22" E 70.00')
N 36°40'56" E 70.00'
(CALLED N 63°24'55" W 129.92')
N 63°15'43" W 130.19'
FOUND CAPPED IRON ROD "AW&C, LLC"
NOW OR FORMERLY
WILLIAM EDWARD KESTLER
CLERKS FILE NO. 2010033180, O.P.R.J.C.T.

578

RETURN TO
LAURIE LIESTER
BEAUMONT, TX 77701

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Laurie Leister

Laurie Leister, County Clerk
Jefferson County, Texas
December 16, 2022 02:54:28 PM
FEE: $0.00 **2022041347**

EXHIBIT “C”

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

SPECIAL WARRANTY DEED

Date: 6th day FEBRUARY, 2023

Grantor and Mailing Addresses:
Jefferson County, Texas
1149 Pearl Street, Fourth Floor
Beaumont, Jefferson County, TX 77701

Grantee: Lamar State College-Port Arthur

Grantee's Mailing Address (including county)
1830 Lakeshore Drive
Port Arthur, Jefferson County, Texas 77640

Consideration: Pursuant to Sec. 272.001(j) of the Texas Local Government Code, the consideration for the conveyance by Jefferson County Drainage District No. 7, Texas shall be Ten ($10.00) dollars and no/100 and other valuable consideration and that Jefferson County, Texas do agree to convey to Lamar State College-Port Arthur any and all interest it may have in the property, including all improvements, as described more particularly as, subject to the reservations heretofore made:
0.3789 acre tract of land in the Joseph Butler Survey, Abstract No. 9 and (being the remainder part of Tract 5A) of a Replat, a plat of which said Replat is recorded under Clerk's File No. 2020005584 in the Official Public Records of Jefferson County, Texas, and described in Exhibit "A" as attached and incorporated herein, for use as an industrial training facility.

Reservations from and Exceptions to Conveyance and Warranty: That such deed is subject to all restrictions, covenants, conditions, easements, rights-of-way and prescriptive rights whether recorded or not, and all recorded reservations if any and zoning and other laws affecting the property. Jefferson County specifically reserves the right to receive any money which may be derived from any pipeline easements, mineral royalties, or any payments from private entities for use of the land that is not in the furtherance of Grantee's educational functions. In the event the Grantee chooses to abandon said property or discontinue using it as an educational facility, Jefferson County shall have the first option to purchase same.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to Grantor, to have and to hold it, to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, subject to the

reservations heretofore made. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors.

Executed on the 6 day of February A.D. 2020.

GRANTORS:

By: _____

Name: Jeff Branick

Jefferson County

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST:

_____
County Clerk

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jeff Branick known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the County of Jefferson, for the purposes and considerations therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of February A.D. 2023.

_____

ANNETTE REEDY
Notary Public, State of Texas
Comm. Expires 03-14-2026
Notary ID# 12395308-0

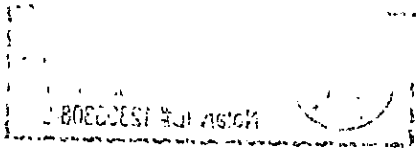
ANNETTE REEDY
Notary Public, State of Texas
Comm. Expires 03-14-2026
Notary ID# 12395308-0

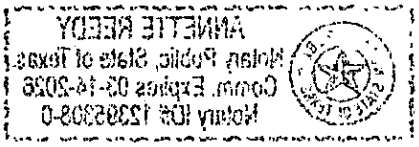


Return TO
JEFFERSON COUNTY TEXAS
1149 PEARL STREET FOURTH FLOOR
BEAUMONT, TX 77701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Roxanne Acosta-Hellberg, County Clerk
Jefferson County, Texas
February 07, 2023 02:49:15 PM
FEE: $0.00 **2023003233**





AFTER RECORDING, RETURN TO:

Nathan M. Brandimarte
The Brandimarte Law Firm, PLLC
2935 Toccoa Road
Beaumont, Texas 77703

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRICKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORDS IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

That Jefferson County, Texas, a local county for and of the State of Texas, (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to the Grantor in hand paid by Jefferson County Drainage District No. 7, with a physical address of 4401 9th Avenue, Port Arthur, Texas 77642, and a mailing address of P.O. Box 3244, Port Arthur, Texas 77642, commonly referred to as "DD7" (hereinafter referred to as "Grantee"), has granted, sold and conveyed and does hereby grant, sell and convey the Property, as hereinafter defined, unto Grantee for any purpose as determined by Grantee.

The property (the "Property") is all that certain tract or parcel of land lying and being situated in the County of Jefferson, in the State of Texas, and described as follows:

> 0.881 acres of land located in Jefferson County, Texas, commonly referred to as PAV03C-136-3, as more particularly described on Exhibit A, attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD the Property, herein conveyed, together with all and singular the rights and appurtenances thereto in any wise belonging unto the Grantee, and its successors or assigns forever; and Grantor does hereby bind itself and its successors and assigns, to Warrant and Forever Defend, all and singular, the Property and premises herein conveyed, unto the Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the 22 day of September, 2026.

GRANTOR:

Jefferson County, Texas

By: _____
Jeff Branick, County Judge

THE STATE OF T E X A S §
§
COUNTY OF JEFFERSON §

This Deed was acknowledged before me, the undersigned authority, by an authorized representative, Jeff Branick, County Judge for Jefferson County, Texas on this 22 day of September 2026, to certify which witness my hand and seal of office.

Notary Public, State of TEXAS
Printed Name: Maria Vargas

MARIA VARGAS
Notary Public, State of Texas
Comm. Expires 09-06-2027
Notary ID 134541833

ACCEPTED BY GRANTEE:

By: _____
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7, General Manager, Allen Sims

THE STATE OF T E X A S §
§
COUNTY OF JEFFERSON §

This Deed was acknowledged before me, the undersigned authority, by the said Allen Sims on this ___ day of _____, 2026, to certify which witness my hand and seal of office.

_____
Notary Public, State of TEXAS
Printed Name:_____

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRICKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORDS IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

That Jefferson County, Texas, a local county for and of the State of Texas, (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to the Grantor in hand paid by Jefferson County Drainage District No. 7, with a physical address of 4401 9th Avenue, Port Arthur, Texas 77642, and a mailing address of P.O. Box 3244, Port Arthur, Texas 77642, commonly referred to as "DD7" (hereinafter referred to as "Grantee"), has granted, sold and conveyed and does hereby grant, sell and convey the Property, as hereinafter defined, unto Grantee for any purpose as determined by Grantee.

The property (the "Property") is all that certain tract or parcel of land lying and being situated in the County of Jefferson, in the State of Texas, and described as follows:

> 0.471-Acre Tract, commonly referred to as PAV03C-136-2; and a 0.028-Acre Tract, commonly referred to as PAV03C-136-2A, as more particularly described on Exhibit "A" attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD the Property, herein conveyed, together with all and singular the rights and appurtenances thereto in any wise belonging unto the Grantee, and its successors or assigns forever; and Grantor does hereby bind itself and its successors and assigns, to Warrant and Forever Defend, all and singular, the Property and premises herein conveyed, unto the Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the 22 day of September, 2026.

GRANTOR:

Jefferson County, Texas

By: _____
Jeff Branick, County Judge

THE STATE OF T E X A S §
§
COUNTY OF JEFFERSON §

This Deed was acknowledged before me, the undersigned authority, by an authorized representative, Jeff Branick, County Judge for Jefferson County, Texas on this 22 day of September, 2026, to certify which witness my hand and seal of office.

MARIA VARGAS
Notary Public, State of Texas
Comm. Expires 09-06-2027
Notary ID 134541833

Notary Public, State of TEXAS
Printed Name: Maria Vargas

ACCEPTED BY GRANTEE:

By: _____
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7, General Manager, Allen Sims

THE STATE OF T E X A S §
§
COUNTY OF JEFFERSON §

This Deed was acknowledged before me, the undersigned authority, by the said Allen Sims on this ___ day of _____, 2026, to certify which witness my hand and seal of office.

_____
Notary Public, State of TEXAS
Printed Name:_____

EXHIBIT "A"

April 30, 2026

Surveyor's Field Note Description: **0.881-Acre Tract PAV03C-136-3**

BEING a 0.881-acre tract of land out of and a part of that certain Jefferson County, Texas called 4.0883-acre tract of land, being more fully described as Tract I and recorded in Film Code No. 105-23-0405 of the Official Public Records of Jefferson County, Texas. Said 0.881-acre tract being situated in the J. Butler Survey, Abstract No. 9, Jefferson County, Texas.

BEGINNING at a 5/8-inch iron rod found at the Southeast corner of said 0.881-acre tract, same being in the South line of said 4.0883-acre tract, same being in the West line of that certain Jefferson County Drainage District No. 7 called 17.8537-acre tract of land, being more fully described as Easement Tract 136, and recorded in Volume 1784, Page 32 of the Deed Records of Jefferson County, Texas, and being in the North right-of-way line of Waco Avenue (70-foot public right-of-way), having a coordinate value of N: 13,898,888.65 and E: 3,574,310.14, from which a 5/8-inch iron rod with aluminum disc found for the most Southerly Southeast corner of Tract I, bears South 08 deg. 03 min. 27 sec. East, a distance of 13.95;

THENCE North 08 deg. 06 min. 50 sec. West, along and with the South line of the herein described 0.881-acre tract and said 4.0883-acre tract, same being the North right-of-way line of Waco Avenue, a distance of 42.12 feet to a point for corner;

THENCE North 53 deg. 20 min. 23 sec. West, along and with the South line of the herein described 0.881-acre tract and said 4.0883-acre tract, same being the North right-of-way line of Waco Avenue, a distance of 13.34 feet to a point for corner at the Southwest corner of the herein described 0.881-acre tract;

THENCE along and with the West line of the herein described 0.881-acre tract, the following courses and distances:

North 18 deg. 33 min. 17 sec. East, a distance of 68.88 feet to a point for corner;

North 04 deg. 45 min. 25 sec. East, a distance of 130.59 feet to a point for corner;

South 81 deg. 16 min. 24 sec. East, a distance of 8.76 feet to a point for corner;

North 04 deg. 25 min. 14 sec. East, a distance of 163.56 feet to a point for corner;

North 73 deg. 31 min. 14 sec. West, a distance of 8.93 feet to a point for corner;

North 04 deg. 25 min. 12 sec. East, a distance of 5.69 feet to a point for corner;

North 04 deg. 34 min. 34 sec. East, a distance of 5.61 feet to a point for corner;

North 06 deg. 54 min. 54 sec. East, a distance of 17.18 feet to a point for corner;

South 77 deg. 09 min. 41 sec. West, a distance of 7.04 feet to a point for corner to begin a curve to the left having a radius of 30.01 feet, a delta angle of 69 deg. 07 min. 08 sec., a chord bearing of South 46 deg. 37 min. 57 sec. West, and a chord distance of 34.05 feet;

Along with said curve to the left, a distance of 36.20 feet to a point for corner;

North 10 deg. 22 min. 32 sec. East, a distance of 48.88 feet to a point for corner;

South 76 deg. 31 min. 12 sec. East, a distance of 2.28 feet to a point for corner to begin a curve to the left having a radius of 25.00 feet, a delta angle of 72 deg. 23 min. 15 sec., a chord bearing of North 67 deg. 17 min. 11 sec. East, and a chord distance of 29.53 feet;

Along with said curve to the left, a distance of 31.59 feet to a point for corner;

North 14 deg. 48 min. 42 sec. East, a distance of 41.32 feet to a point for corner;

North 53 deg. 19 min. 04 sec. West, a distance of 10.87 feet to a point for corner;

North 12 deg. 48 min. 46 sec. East, a distance of 23.41 feet to a point for corner;

North 09 deg. 32 min. 53 sec. East, a distance of 115.47 feet to a point for corner;

North 54 deg. 09 min. 05 sec. West, a distance of 28.29 feet to a point for corner;

North 05 deg. 50 min. 55 sec. East, a distance of 50.17 feet to a point for corner;

North 54 deg. 09 min. 05 sec. West, a distance of 50.56 feet to a point for corner, same being in the West line of said Tract I, same being the East line of that certain William Edward Kestler tract of land, being more fully described as the South 120-feet of Lots 15, 16, 17 & 18 of Block No. 151 of the City of Port Arthur, and recorded in Clerk's File No. 2010033180, and the North 10-foot of an abandoned alley per Ordinance No. 69-59, recorded in Volume 1626, Page 186 and Clerk's File No. 2008042076 of said Official Public Records;

North 36 deg. 39 min. 57 sec. East, a distance of 94.14 feet to a point for corner, same being the Northwest corner of herein 0.881-acre tract and said Tract I, same being the Northeast corner of said Kestler tract, same being in the South line of that certain Jefferson County, Texas called 1.628-acre tract of land, being more fully described as Tract 5B, and recorded in Clerk's File No. 2014037745 of said Official Public Records;

THENCE South 53 deg. 14 min. 52 sec. East, along and with the Northerly line of said 0.881-acre tract and said Tract I, same being the South line of said Tract 5B, a distance of 118.69 feet to a 5/8-inch iron rod with aluminum disc found at the Northeast corner of said 0.881-acre tract and said Tract I, same being the Southeast corner of said Tract 5B, same being in the West line of said Easement Tract 136;

THENCE South 33 deg. 59 min. 23 sec. West, along and with an East line of said 0.881-acre tract and said Tract I, same being the West line of said Easement Tract 136, a distance of 15.64 feet to a 5/8-inch iron rod with aluminum disc found at an angle corner in the East line of said 0.881-acre tract and said Tract I, same being an angle corner in the West line of said Easement Tract 136;

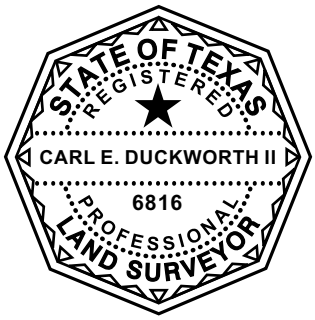
THENCE South 14 deg. 43 min. 02 sec. West, along and with an East line of said 0.881-acre tract and said Tract I, same being the West line of said Easement Tract 136, a distance of 345.54 feet to a 5/8-inch iron rod with aluminum disc found at an angle corner in the East line of said 0.881-acre tract and said Tract I, same being an angle corner in the West line of said Easement Tract 136;

THENCE South 04 deg. 34 min. 00 sec. West, along and with an East line of said 0.881-acre tract and said Tract I, same being the West line of said Easement Tract 136, a distance of 299.56 feet to a 5/8-inch iron rod with aluminum disc found at an angle corner in the East line of said 0.881-acre tract and said Tract I, same being an angle corner in the West line of said Easement Tract 136;

THENCE South 18 deg. 31 min. 01 sec. West, along and with an East line of said 0.881-acre tract, same being the West line of said Easement Tract 136, a distance of 115.65 feet to the **POINT OF BEGINNING**, containing 0.881-acre of land, more or less.

All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (US Survey foot). All acreages and distances shown are grid.

Carl E. Duckworth II
Registered Professional Land Surveyor No. 6816



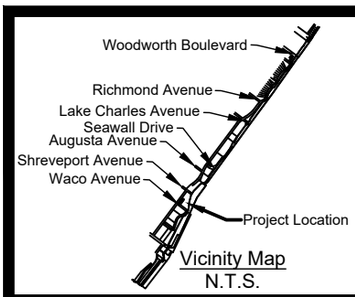


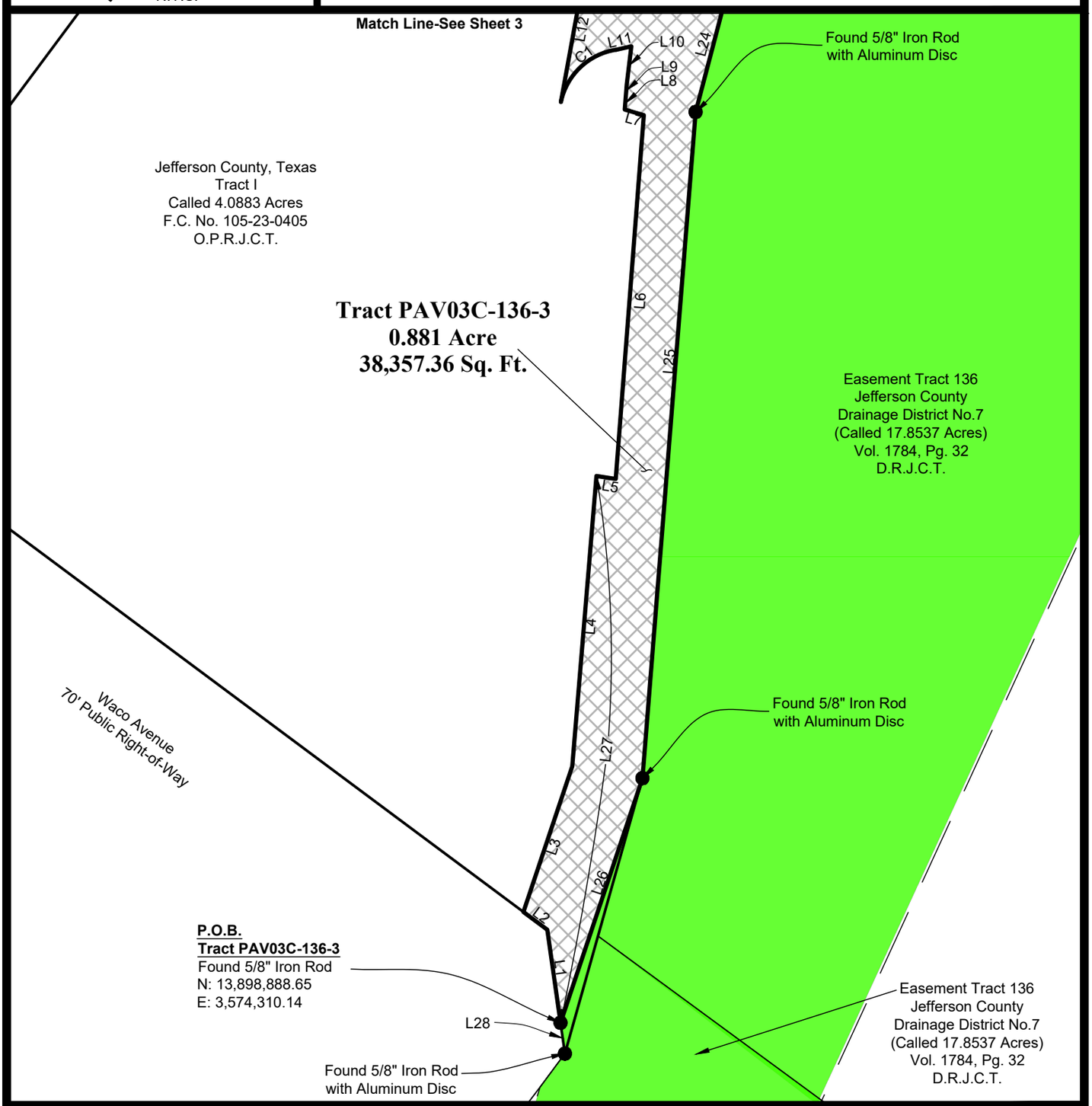
Exhibit "A"
Jefferson County, Texas

J. Butler Survey
Abstract No. 9

PAV03C-136-3 = 0.881 Acre

N
W E
S

0 60 120 Feet



Legend :

	Subject Tract
	Existing Easement
●	Found Monument (as described)
P.O.B.	Point of Beginning
D.R.J.C.T.	Deed Records Jefferson County, Texas
O.P.R.J.C.T.	Official Public Records Jefferson County, Texas

Surveyor's Certification

The undersigned does hereby certify that this survey plat accurately represents an on the ground survey made under my direct supervision in November and December 2025, and January and February 2026.

Carl E. Duckworth II, RPLS
Registered Professional Land Surveyor No. 6816

STATE OF TEXAS
REGISTERED
CARL E. DUCKWORTH II
6816
PROFESSIONAL
LAND SURVEYOR

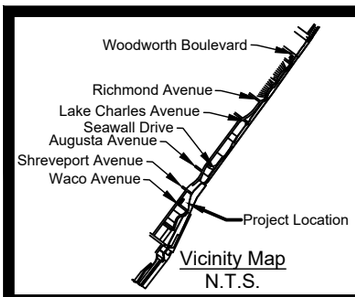
Drawn by: MAG/KPA
Rev "0"
Sheet No. 1 of 3

JUNE 16, 2026
JOB NO. LJAS494-2507

Note :

1. All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (U.S. Survey Foot). All distances and acreages are grid.
2. This plat is being submitted along with a Surveyor's Field Note Description of the hereon described tract.
3. Nothing in this survey is intended to express an opinion regarding ownership of title to any property.

LJA SURVEYING, INC.
2615 Calder Ave, Suite 500
Beaumont, Texas 77702
Tel: 409.833.3363
Fax: 409.833.0317
TBPELS Firm No. 10194382



Vicinity Map
N.T.S.

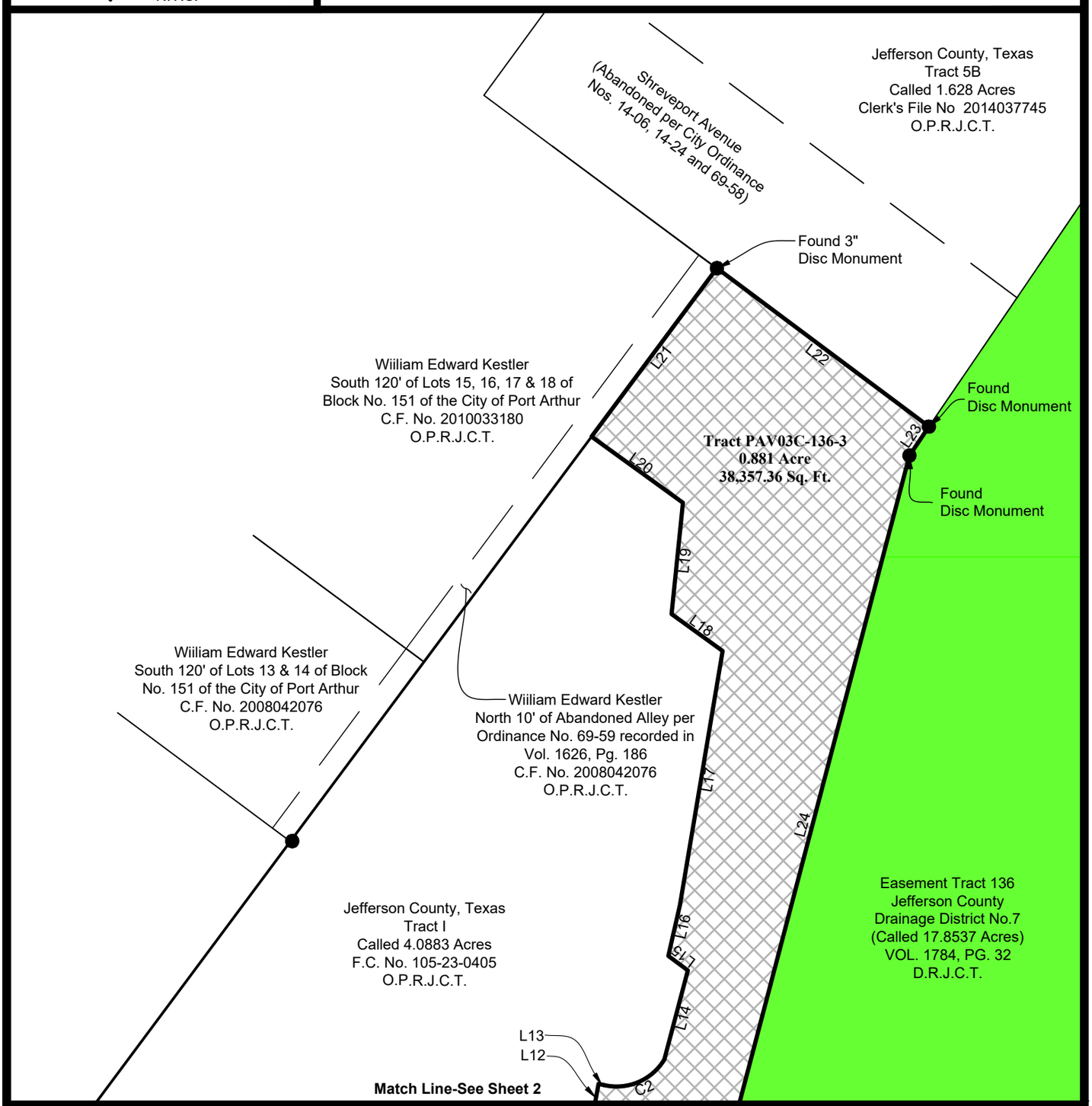
Exhibit "A"
Jefferson County, Texas

J. Butler Survey
Abstract No. 9

PAV03C-136-3 = 0.881 Acre

N
W E
S

0 60 120
Feet



Legend :

	Subject Tract
	Existing Easement
●	Found Monument (as described)
P.O.B.	Point of Beginning
D.R.J.C.T.	Deed Records Jefferson County, Texas
O.P.R.J.C.T.	Official Public Records Jefferson County, Texas

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Carl E. Duckworth II, RPLS
Registered Professional Land Surveyor No. 6816

STATE OF TEXAS
REGISTERED
CARL E. DUCKWORTH II
6816
PROFESSIONAL
LAND SURVEYOR

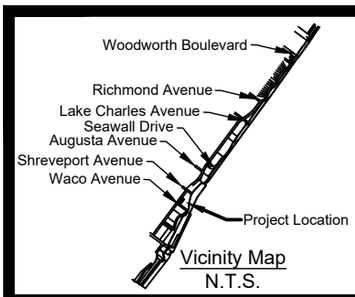
Drawn by: MAG/KPA
Rev "0"
Sheet No. 2 of 3

JUNE 16, 2026
JOB NO. LJAS494-2507

Note :

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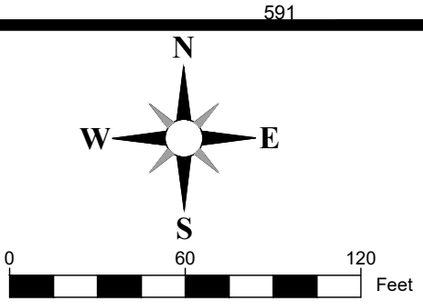


Vicinity Map
N.T.S.

Exhibit "A"
Jefferson County, Texas

J. Butler Survey
Abstract No. 9

PAV03C-136-3 = 0.881 Acre



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	36.20	30.01	069° 07' 08"	S46° 37' 57"W	34.05
C2	31.59	25.00	072° 23' 15"	N67° 17' 11"E	29.53

Line Table		
Line #	Direction	Length
L1	N08° 06' 50"W	42.12
L2	N53° 20' 23"W	13.34
L3	N18° 33' 17"E	68.88
L4	N04° 45' 25"E	130.59
L5	S81° 16' 24"E	8.76
L6	N04° 25' 14"E	163.56
L7	N73° 31' 14"W	8.93
L8	N04° 25' 12"E	5.69
L9	N04° 34' 34"E	5.61
L10	N06° 54' 54"E	17.18
L11	S77° 09' 41"W	7.04
L12	N10° 22' 32"E	48.88
L13	S76° 31' 12"E	2.28
L14	N14° 48' 42"E	41.32
L15	N53° 19' 04"W	10.87
L16	N12° 48' 46"E	23.41
L17	N09° 32' 53"E	115.47
L18	N54° 09' 05"W	28.29
L19	N05° 50' 55"E	50.17
L20	N54° 09' 05"W	50.56
L21	N36° 39' 57"E	94.14
L22	S53° 14' 52"E	118.69

Line Table		
Line #	Direction	Length
L23	S33° 59' 23"W	15.64
L24	S14° 43' 02"W	345.54
L25	S04° 34' 00"W	299.56
L26	S18° 31' 01"W	115.65
L27	N03° 45' 29"E	245.64
L28	S08° 03' 27"E	13.95

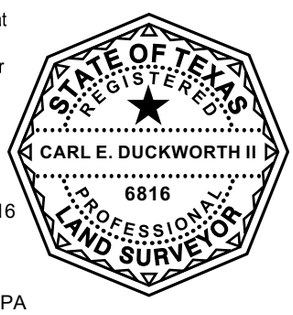
Legend :

	Subject Tract
	Existing Easement
●	Found Monument (as described)
P.O.B.	Point of Beginning
D.R.J.C.T.	Deed Records Jefferson County, Texas
O.P.R.J.C.T.	Official Public Records Jefferson County, Texas

Surveyor's Certification

The undersigned does hereby certify that this survey plat accurately represents an on the ground survey made under my direct supervision in November and December 2025, and January and February 2026.

Carl E. Duckworth II, RPLS
Registered Professional Land Surveyor No. 6816



Note :

1. All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (U.S. Survey Foot). All distances and acreages are grid.
2. This plat is being submitted along with a Surveyor's Field Note Description of the hereon described tract.
3. Nothing in this survey is intended to express an opinion regarding ownership of title to any property.

Drawn by: MAG/KPA
Rev "1"
Sheet No. 3 of 3

JUNE 16, 2026
JOB NO. LJAS494-2507

LJA SURVEYING, INC.
2615 Calder Ave, Suite 500
Beaumont, Texas 77702
Tel: 409.833.3363
Fax: 409.833.0317
TBPELS Firm No. 10194382

AFTER RECORDING RETURN TO:
Jefferson County Drainage District No. 7
c/o Nathan M. Brandimarte
The Brandimarte Law Firm, PLLC
2935 Toccoa Road
Beaumont, Texas 77703

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRICKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORDS IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

That Jefferson County, Texas, a local county for and of the State of Texas, (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to the Grantor in hand paid by Jefferson County Drainage District No. 7, with a physical address of 4401 9th Avenue, Port Arthur, Texas 77642, and a mailing address of P.O. Box 3244, Port Arthur, Texas 77642, commonly referred to as "DD7" (hereinafter referred to as "Grantee"), has granted, sold and conveyed and does hereby grant, sell and convey the Property, as hereinafter defined, unto Grantee for any purpose as determined by Grantee.

The property (the "Property") is all that certain tract or parcel of land lying and being situated in the County of Jefferson, in the State of Texas, and described as follows:

> 0.881 acres of land located in Jefferson County, Texas, commonly referred to as PAV03C-136-3, as more particularly described on Exhibit A, attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD the Property, herein conveyed, together with all and singular the rights and appurtenances thereto in any wise belonging unto the Grantee, and its successors or assigns forever; and Grantor does hereby bind itself and its successors and assigns, to Warrant and Forever Defend, all and singular, the Property and premises herein conveyed, unto the Grantee and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2026.

GRANTOR:

Jefferson County, Texas

By: _____
Jeff Branick, County Judge

THE STATE OF T E X A S §
§
COUNTY OF JEFFERSON §

This Deed was acknowledged before me, the undersigned authority, by an authorized representative, Jeff Branick, County Judge for Jefferson County, Texas on this ___ day of _____, 2026, to certify which witness my hand and seal of office.

_____
Notary Public, State of TEXAS
Printed Name:_____

ACCEPTED BY GRANTEE:

By: _____
JEFFERSON COUNTY DRAINAGE DISTRICT NO. 7, General Manager, Allen Sims

THE STATE OF T E X A S §
§
COUNTY OF JEFFERSON §

This Deed was acknowledged before me, the undersigned authority, by the said Allen Sims on this ___ day of _____, 2026, to certify which witness my hand and seal of office.

_____
Notary Public, State of TEXAS
Printed Name:_____

EXHIBIT "A"

April 30, 2026

Surveyor's Field Note Description: **0.881-Acre Tract PAV03C-136-3**

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BEGINNING at a 5/8-inch iron rod found at the Southeast corner of said 0.881-acre tract, same being in the South line of said 4.0883-acre tract, same being in the West line of that certain Jefferson County Drainage District No. 7 called 17.8537-acre tract of land, being more fully described as Easement Tract 136, and recorded in Volume 1784, Page 32 of the Deed Records of Jefferson County, Texas, and being in the North right-of-way line of Waco Avenue (70-foot public right-of-way), having a coordinate value of N: 13,898,888.65 and E: 3,574,310.14, from which a 5/8-inch iron rod with aluminum disc found for the most Southerly Southeast corner of Tract I, bears South 08 deg. 03 min. 27 sec. East, a distance of 13.95;

THENCE North 08 deg. 06 min. 50 sec. West, along and with the South line of the herein described 0.881-acre tract and said 4.0883-acre tract, same being the North right-of-way line of Waco Avenue, a distance of 42.12 feet to a point for corner;

THENCE North 53 deg. 20 min. 23 sec. West, along and with the South line of the herein described 0.881-acre tract and said 4.0883-acre tract, same being the North right-of-way line of Waco Avenue, a distance of 13.34 feet to a point for corner at the Southwest corner of the herein described 0.881-acre tract;

THENCE along and with the West line of the herein described 0.881-acre tract, the following courses and distances:

North 18 deg. 33 min. 17 sec. East, a distance of 68.88 feet to a point for corner;

North 04 deg. 45 min. 25 sec. East, a distance of 130.59 feet to a point for corner;

South 81 deg. 16 min. 24 sec. East, a distance of 8.76 feet to a point for corner;

North 04 deg. 25 min. 14 sec. East, a distance of 163.56 feet to a point for corner;

North 73 deg. 31 min. 14 sec. West, a distance of 8.93 feet to a point for corner;

North 04 deg. 25 min. 12 sec. East, a distance of 5.69 feet to a point for corner;

North 04 deg. 34 min. 34 sec. East, a distance of 5.61 feet to a point for corner;

North 06 deg. 54 min. 54 sec. East, a distance of 17.18 feet to a point for corner;

South 77 deg. 09 min. 41 sec. West, a distance of 7.04 feet to a point for corner to begin a curve to the left having a radius of 30.01 feet, a delta angle of 69 deg. 07 min. 08 sec., a chord bearing of South 46 deg. 37 min. 57 sec. West, and a chord distance of 34.05 feet;

Along with said curve to the left, a distance of 36.20 feet to a point for corner;

North 10 deg. 22 min. 32 sec. East, a distance of 48.88 feet to a point for corner;

South 76 deg. 31 min. 12 sec. East, a distance of 2.28 feet to a point for corner to begin a curve to the left having a radius of 25.00 feet, a delta angle of 72 deg. 23 min. 15 sec., a chord bearing of North 67 deg. 17 min. 11 sec. East, and a chord distance of 29.53 feet;

Along with said curve to the left, a distance of 31.59 feet to a point for corner;

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North 53 deg. 19 min. 04 sec. West, a distance of 10.87 feet to a point for corner;

North 12 deg. 48 min. 46 sec. East, a distance of 23.41 feet to a point for corner;

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North 54 deg. 09 min. 05 sec. West, a distance of 28.29 feet to a point for corner;

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North 36 deg. 39 min. 57 sec. East, a distance of 94.14 feet to a point for corner, same being the Northwest corner of herein 0.881-acre tract and said Tract I, same being the Northeast corner of said Kestler tract, same being in the South line of that certain Jefferson County, Texas called 1.628-acre tract of land, being more fully described as Tract 5B, and recorded in Clerk's File No. 2014037745 of said Official Public Records;

THENCE South 53 deg. 14 min. 52 sec. East, along and with the Northerly line of said 0.881-acre tract and said Tract I, same being the South line of said Tract 5B, a distance of 118.69 feet to a 5/8-inch iron rod with aluminum disc found at the Northeast corner of said 0.881-acre tract and said Tract I, same being the Southeast corner of said Tract 5B, same being in the West line of said Easement Tract 136;

THENCE South 33 deg. 59 min. 23 sec. West, along and with an East line of said 0.881-acre tract and said Tract I, same being the West line of said Easement Tract 136, a distance of 15.64 feet to a 5/8-inch iron rod with aluminum disc found at an angle corner in the East line of said 0.881-acre tract and said Tract I, same being an angle corner in the West line of said Easement Tract 136;

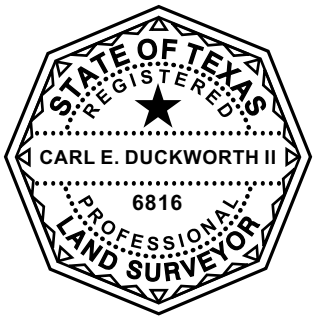
THENCE South 14 deg. 43 min. 02 sec. West, along and with an East line of said 0.881-acre tract and said Tract I, same being the West line of said Easement Tract 136, a distance of 345.54 feet to a 5/8-inch iron rod with aluminum disc found at an angle corner in the East line of said 0.881-acre tract and said Tract I, same being an angle corner in the West line of said Easement Tract 136;

THENCE South 04 deg. 34 min. 00 sec. West, along and with an East line of said 0.881-acre tract and said Tract I, same being the West line of said Easement Tract 136, a distance of 299.56 feet to a 5/8-inch iron rod with aluminum disc found at an angle corner in the East line of said 0.881-acre tract and said Tract I, same being an angle corner in the West line of said Easement Tract 136;

THENCE South 18 deg. 31 min. 01 sec. West, along and with an East line of said 0.881-acre tract, same being the West line of said Easement Tract 136, a distance of 115.65 feet to the **POINT OF BEGINNING**, containing 0.881-acre of land, more or less.

All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (US Survey foot). All acreages and distances shown are grid.

Carl E. Duckworth II
Registered Professional Land Surveyor No. 6816



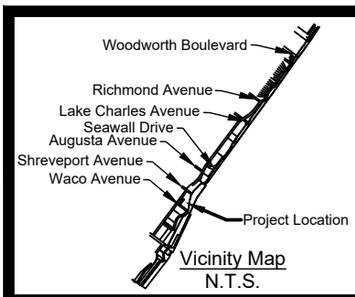


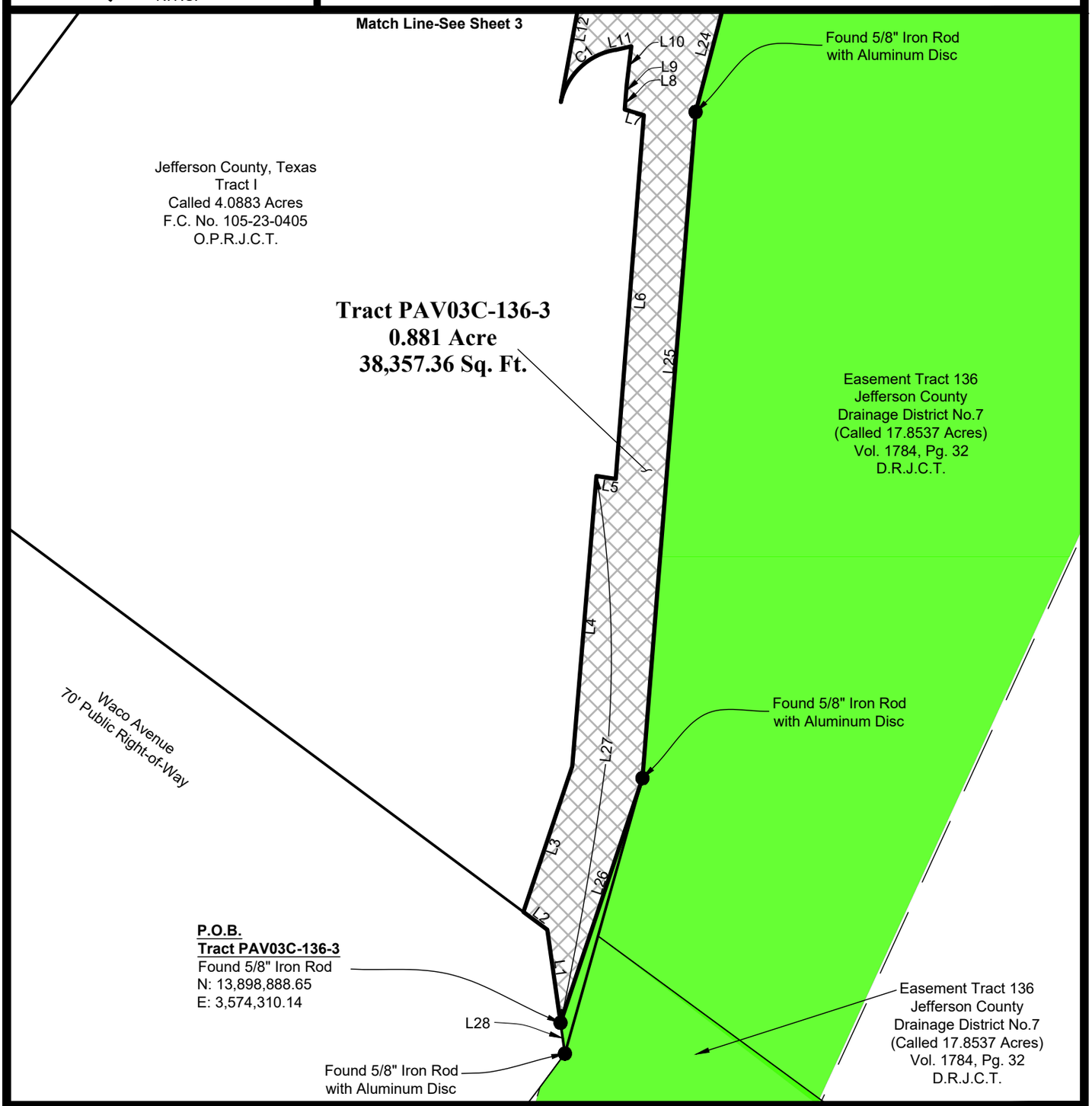
Exhibit "A"
Jefferson County, Texas

J. Butler Survey
Abstract No. 9

PAV03C-136-3 = 0.881 Acre

N
W E
S

0 60 120 Feet



Legend :

	Subject Tract
	Existing Easement
●	Found Monument (as described)
P.O.B.	Point of Beginning
D.R.J.C.T.	Deed Records Jefferson County, Texas
O.P.R.J.C.T.	Official Public Records Jefferson County, Texas

Surveyor's Certification

The undersigned does hereby certify that this survey plat accurately represents an on the ground survey made under my direct supervision in November and December 2025, and January and February 2026.

Carl E. Duckworth II, RPLS
Registered Professional Land Surveyor No. 6816

STATE OF TEXAS
REGISTERED
CARL E. DUCKWORTH II
6816
PROFESSIONAL
LAND SURVEYOR

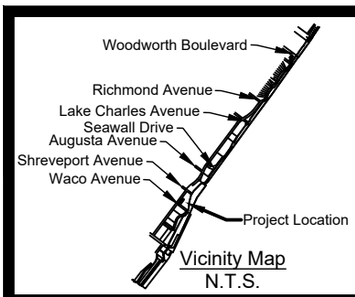
Drawn by: MAG/KPA
Rev "0"
Sheet No. 1 of 3

JUNE 16, 2026
JOB NO. LJAS494-2507

Note :

1. All bearings are based upon the Texas State Plane Coordinate System of 1983 (2011), South Central Zone '4204' (U.S. Survey Foot). All distances and acreages are grid.
2. This plat is being submitted along with a Surveyor's Field Note Description of the hereon described tract.
3. Nothing in this survey is intended to express an opinion regarding ownership of title to any property.

LJA SURVEYING, INC.
2615 Calder Ave, Suite 500
Beaumont, Texas 77702
Tel: 409.833.3363
Fax: 409.833.0317
TBPELS Firm No. 10194382



Vicinity Map
N.T.S.

Exhibit "A"
Jefferson County, Texas

J. Butler Survey
Abstract No. 9

PAV03C-136-3 = 0.881 Acre

N
W E
S

0 60 120
Feet

Shreveport Avenue
(Abandoned per City Ordinance
Nos. 14-06, 14-24 and 69-58)

Jefferson County, Texas
Tract 5B
Called 1.628 Acres
Clerk's File No 2014037745
O.P.R.J.C.T.

Found 3"
Disc Monument

Wiiliam Edward Kestler
South 120' of Lots 15, 16, 17 & 18 of
Block No. 151 of the City of Port Arthur
C.F. No. 2010033180
O.P.R.J.C.T.

L21
L22
L23
L20
L19
L18
L17
L24
L16
L15
L14
L13
L12
C2

Tract PAV03C-136-3
0.881 Acre
38,357.36 Sq. Ft.

Found
Disc Monument

Found
Disc Monument

Wiiliam Edward Kestler
South 120' of Lots 13 & 14 of Block
No. 151 of the City of Port Arthur
C.F. No. 2008042076
O.P.R.J.C.T.

Wiiliam Edward Kestler
North 10' of Abandoned Alley per
Ordinance No. 69-59 recorded in
Vol. 1626, Pg. 186
C.F. No. 2008042076
O.P.R.J.C.T.

Jefferson County, Texas
Tract I
Called 4.0883 Acres
F.C. No. 105-23-0405
O.P.R.J.C.T.

Easement Tract 136
Jefferson County
Drainage District No.7
(Called 17.8537 Acres)
VOL. 1784, PG. 32
D.R.J.C.T.

Match Line-See Sheet 2

Legend :

	Subject Tract
	Existing Easement
●	Found Monument (as described)
P.O.B.	Point of Beginning
D.R.J.C.T.	Deed Records Jefferson County, Texas
O.P.R.J.C.T.	Official Public Records Jefferson County, Texas

Surveyor's Certification

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Carl E. Duckworth II, RPLS
Registered Professional Land Surveyor No. 6816

STATE OF TEXAS
REGISTERED
CARL E. DUCKWORTH II
6816
PROFESSIONAL
LAND SURVEYOR

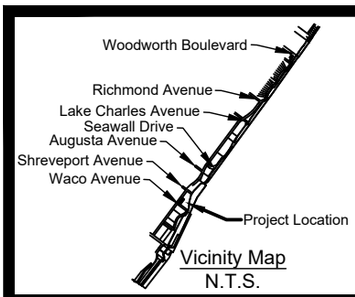
Drawn by: MAG/KPA
Rev "0"
Sheet No. 2 of 3

JUNE 16, 2026
JOB NO. LJAS494-2507

Note :

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LJA SURVEYING, INC.
2615 Calder Ave, Suite 500
Beaumont, Texas 77702
Tel: 409.833.3363
Fax: 409.833.0317
TBPELS Firm No. 10194382

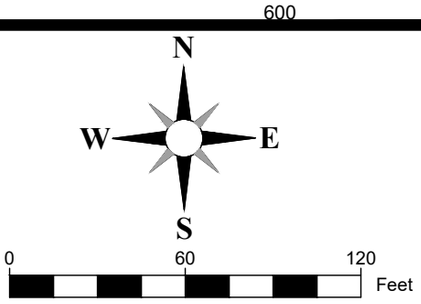


Vicinity Map
N.T.S.

Exhibit "A"
Jefferson County, Texas

J. Butler Survey
Abstract No. 9

PAV03C-136-3 = 0.881 Acre



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Distance
C1	36.20	30.01	069° 07' 08"	S46° 37' 57"W	34.05
C2	31.59	25.00	072° 23' 15"	N67° 17' 11"E	29.53

Line Table		
Line #	Direction	Length
L1	N08° 06' 50"W	42.12
L2	N53° 20' 23"W	13.34
L3	N18° 33' 17"E	68.88
L4	N04° 45' 25"E	130.59
L5	S81° 16' 24"E	8.76
L6	N04° 25' 14"E	163.56
L7	N73° 31' 14"W	8.93
L8	N04° 25' 12"E	5.69
L9	N04° 34' 34"E	5.61
L10	N06° 54' 54"E	17.18
L11	S77° 09' 41"W	7.04
L12	N10° 22' 32"E	48.88
L13	S76° 31' 12"E	2.28
L14	N14° 48' 42"E	41.32
L15	N53° 19' 04"W	10.87
L16	N12° 48' 46"E	23.41
L17	N09° 32' 53"E	115.47
L18	N54° 09' 05"W	28.29
L19	N05° 50' 55"E	50.17
L20	N54° 09' 05"W	50.56
L21	N36° 39' 57"E	94.14
L22	S53° 14' 52"E	118.69

Line Table		
Line #	Direction	Length
L23	S33° 59' 23"W	15.64
L24	S14° 43' 02"W	345.54
L25	S04° 34' 00"W	299.56
L26	S18° 31' 01"W	115.65
L27	N03° 45' 29"E	245.64
L28	S08° 03' 27"E	13.95

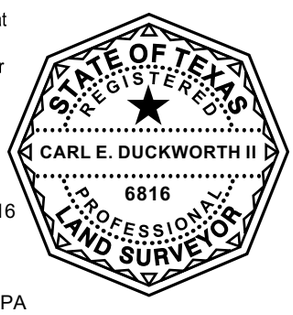
Legend :

	Subject Tract
	Existing Easement
●	Found Monument (as described)
P.O.B.	Point of Beginning
D.R.J.C.T.	Deed Records Jefferson County, Texas
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Carl E. Duckworth II, RPLS
Registered Professional Land Surveyor No. 6816



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Drawn by: MAG/KPA
Rev "1"
Sheet No. 3 of 3

JUNE 16, 2026
JOB NO. LJAS494-2507

LJA SURVEYING, INC.
2615 Calder Ave, Suite 500
Beaumont, Texas 77702
Tel: 409.833.3363
Fax: 409.833.0317
TBPELS Firm No. 10194382

AFTER RECORDING RETURN TO:
Jefferson County Drainage District No. 7
c/o Nathan M. Brandimarte
The Brandimarte Law Firm, PLLC
2935 Toccoa Road
Beaumont, Texas 77703

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 22 day of September, 2026 on motion made and seconded, the Court approved the following resolution.

A RESOLUTION TO AUTHORIZE ENFORCEMENT OF JEFFERSON COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS

WHEREAS, Jefferson County has adopted and approved the Jefferson County Subdivision and Development Regulations to maintain safety and quality of life for the residents of Jefferson County, Texas and pursuant to Local Government Chapter 232; and

WHEREAS, developers and builders must first obtain an approved plat from the Office of the Jefferson County Engineer and a permit for construction must be obtained from the Jefferson County Office of Environmental Control for developing any subdivision; and

WHEREAS, the person seeking to subdivide land for residential development must first seek approval of the proposed plat from the Commissioners Court of Jefferson County; and

WHEREAS, Mrs. White, who owns Lot 47 of the Theodore F. Koch Subdivision recorded under Volume 2, Page 113 has proceeded to subdivide Lot 47 into two or more tracts and has sold several of those tracts of land for a residential subdivision in violation of the Jefferson County Subdivision and Development Regulations; and

WHEREAS, Mrs. White has subdivided Lot 47 into two or more tracts without the required platting; and

WHEREAS; Local Government Code, Sec. 232.005 authorizes the Commissioners Court of Jefferson County to authorize and request the County Attorney or other prosecuting attorney to seek action against a violator in a court of competent jurisdiction to enjoin any further violations under Chapter 232 of the Texas Local Government Code, and

WHEREAS, the Commissioners Court of Jefferson County does find that failure to enforce the subject regulations may cause irreparable harm; and

NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commissioners Court does hereby authorize the Attorney for the Civil Division of the Jefferson County District Attorney's Office to seek injunctive relief against Mrs. White and any agents, servants or employees acting on her behalf to develop this property.

Signed this 22 day of September, 2026.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

STATE OF TEXAS § **INTERLOCAL AGREEMENT**

COUNTY OF JEFFERSON §

WHEREAS, the County of Jefferson (Agency) authorized by Chapter 791 of the Government Code, desire to enter into this Interlocal Agreement with Lamar University (Lamar) (Parties) for the mutual benefit of the citizens they serve, desire to enter into an agreement to be individually bound by the covenants and responsibilities regarding the cost-sharing for installation, access, upkeeping and maintenance of flood monitoring sensors (sites) described herein below and which are located within the jurisdiction of the respective parties.

1. Definitions

A. Sensor site
The location of the installed sensors and assemblies (e.g., pressure transducer) Camera, solar/power system, mounting, conduit/cabling, antennas, enclosure (node) and related appurtenances, including the immediate grounds required for safe access and operation.

B. Ancillary Area
A practical work and access area extending a typical radius of approximately 20 feet around the site (or as otherwise agreed) plus the route necessary for vehicle and or foot access.

C. High-Flow Event
A storm, flood or other event likely to deposit debris/sediment or obstruct access within 72 hours of the event.

D. Preventative Maintenance (PM)
Routine activities required to reduce the risk of outages or damage (vegetation control, pest mitigation, sediment/debris cleaning and/or minor housekeeping.)

2. Roles and Responsibilities of Counties and Cities

I. Site Upkeep, Access and Security
The Agency shall perform routine grounds and access maintenance to preserve operability, safety and visibility of the instrumentation and camera imagery which include:

- Mowing and/or trimming to maintain grass/vegetation at or below 8 inches within a 3–5-foot radius around enclosures, solar panels, camera masts, staff gauges and cabling. Do not remove or open instrument enclosures unless instructed by Lamar.
- Weed whack and clear brush to keep the camera field of view unobstructed and to prevent shading of the solar panels, camera masts, staff gauges and cabling and remove and debris or loose material which become wind/flood-borne hazards.
- Remove vines/overgrowth from poles, conduits and enclosures and avoid cutting or pulling on cables.
- Use herbicides judiciously and only those appropriate for proximity to waterways and avoid overspray on the equipment.
- After high flow events and during routine inspections, remove trash, woody debris and any other debris which accumulates around the pressure transducer, stilling well intake (if applicable), mounting structures and staff gauge, check for damaged

conduits, vandalism, for damaged or missing components and report damages to Lamar.

- Clear sediment deposits that may obstruct or interfere with the approach to the sensing or redirect flow such that measurements are not compromised without materially altering the channel hydraulics.
- Keep culvert inlets/outlets and immediate approach areas clear of any obstructions which might affect the instrument readings.
- Do not modify or relocate sensor elements and immediately report any damage or misalignment/obstruction to Lamar for technical action.
- Report to Lamar within 24 hours of discovering damaged or non-operational equipment or missing signage and provide photos with date and time, wide shot of site and camera FOV, sensor area and any noted issues.
- Keep camera lenses and solar panels free of debris/dirt.

II. Pest & Wildlife Control:

- Implement Preventative measures against insects (fire ants, wasps) wildlife (rodents, birds) that may damage cables, enter nodes or obscure cameras and solar panels.
- Treat ant mounds near pads or poles, remove active wasp/hornet nests from equipment, camera mounts. (Use rodent-safe conduit and bait boxes where appropriate.)
- Install or maintain deterrents such as mesh screen, cable glands and anti-perch spikes, as agreed.

III. Access, Easements and Permissions

- Maintain year-round access to sites, including keys for any gates or locks.
- Obtain and maintain all rights of entry and permissions for sites on private property and coordinate with landowners to ensure that Lamar has timely access for routine and corrective maintenance.
- Coordinate with right-of-way owners with respect to roadway, drainage or utility authorities in the event traffic control or lane closures are require.
- Notify Lamar within 24 hours of any damaged or nonfunctional equipment.

3. Roles and Responsibilities of Lamar University

I. Technical Systems

Lamar will be responsible for technical performance and integrity of the sensor systems, including:

- Installation, configuration, calibration and routine technical maintenance of the pressure transducers, cameras, telemetry and routine maintenance of the pressure transducers, cameras, enclosures, antennae, enclosures, solar/power systems and firmware/software.

- Data quality assurance/quality control (QA/QC), network monitoring and troubleshooting.
- Replacement/repair of sensors and electronic components due to normal wear/failure and management of spares.
- Scheduled service windows as communicated to the Counties and coordination for temporary takedown/replacement of damaged parts.
- Provide for a help desk or designated contact channel for outage reports and coordination for access.
- Maintenance of the website and data transmission.
- Maintenance and calibration records, outage logs and data QA/QC notes and share the status summary quarterly.

4. Shared Responsibilities

I. The Agency will designate, and keep current, primary and secondary Points of Contact (name, title, phone and email) and meet at least annually to review performance and share lessons learned.
II. Maintain and share an up-to-date inventory of site locations by GPS coordinates, address/landmarks, parcel ROW information, access points and gate codes.
III. Routine maintenance (stipulated in Sections 2 and 3) with at least 7 days advance notice and provide for urgent access, when necessary.
IV. Compliance with all applicable laws, environmental regulations, safety standards and ROW access, when necessary per the ROW owner's standards.
V. Strive to maintain sensor data availability at 75% and camera imagery availability, excluding force majeure.
VI. Major/extraordinary repairs that must be performed by a third party will be scoped and mutually approved before work is done.
VII. The Agency will cooperate to establish an annual budget for performance of routine services per this agreement.

5. Term, Amendment, and Termination

I. This agreement will extend for a period of one (1) year(s) from the date of execution and will automatically renew for a period of one (1) year unless the party gives at least 90 days written notice of that party's intent to withdraw from it.
II. The Agency will remit annual payment within 60 days of September 1st of each year for maintenance services rendered per the schedule of costs established in Attachment A.
III. Lamar will invoice payment for equipment and services rendered for new site installations per the schedule of costs established in Attachment A.
IV. **Removal/Relocation of Sensor Sites**
Any participating agency may request the removal of an existing sensor site. Upon such request:
    a. Lamar University will coordinate the safe decommissioning and removal of the equipment.

b. The inventory will be updated to reflect the removal, and any adjustments to annual maintenance fees will take effect in the next fiscal year.
c. Any new sensor sites requested by an agency will fall under the New Installation category described in Attachment A.
d. If an existing site is to be relocated (moved from one position to another), this will also be considered a new installation, particularly if additional infrastructure (e.g., mounting, cabling, power systems) is required to accommodate the relocation.

V. The Agency shall maintain customary liability insurance or self-insurance as permitted by law.
VI. The Agency will indemnify the other parties from negligence or willful misconduct to the extent allowed by law.
VII. Nothing herein shall operate to waive any governmental or statutory protections.

6. Force Majeure

I. The Agency will not be liable for delays or failures due to events beyond reasonable control, such as severe storms, floods, acts of God, labor disputes or utility outages, provided reasonable measures are taken to mitigate damages and to restore service.

7. Stipulations:

I. The Agency agrees, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of the Agreement will be submitted to an agreed upon mediator for resolution. Nothing in this Section is intended to waive either party's right to seek civil relief in a Court of proper jurisdiction.
II. The Agency further agrees that, during the performance of the work, no agent, servant or employee of a party will be an agent, servant or employee of the other.

Points of Contact for Agency

Primary Contact
Name: JEFF R. BRANICK
Phone number: 409-835-8466
Email address: jeff.branick@jeffersoncountytx.gov

Secondary Contact
Name: FRED JACKSON
Phone number: 409-835-8466
Email: fred.jackson@jeffersoncountytx.gov

For Lamar:
Primary Contact
Name: Nicholas Brake
Phone number: (409) 880 - 8765
Email: nbrake@lamar.edu

For Lamar:
Secondary Contact
Name: Ryan Lee
Phone number: (409) 880 -2272
Email: rlee17@lamar.edu

Approved by:

Jefferson County

Jeff R. Branick, County Judge Date: 9-1-26

Lamar University

Gene Theodori, Associate Provost for Research and Sponsored Programs Date: 09-08-26

ATTACHMENT A
SENSOR NETWORK SCHEDULE OF COSTS

1. Cost for Existing Sensor Sites

Each participating agency agrees to pay **$2,500 per sensor site annually** for maintenance and operational support provided by Lamar University. This cost includes:

- Weekly monitoring and diagnostics
- Quarterly site visits and routine maintenance
- Sensor calibration and firmware updates
- Data quality assurance and reporting
- Website and data transmission maintenance
- Coordination and communication with agency contacts

This flat rate is intended to streamline budgeting and ensure consistent service across all sites.

2. Additional Costs for New Site Installations

For any new sensor site installations requested by an agency, costs will be determined on a case-by-case basis and invoiced as follows:

- **Equipment**: Based on the published pricing from the sensor equipment manufacturer at the time of procurement.
- **University Overhead**: A standard overhead rate applied by Lamar University to cover administrative and indirect costs, set at 35% as of the time of this agreement. This rate is subject to change following periodical negotiations with the cognizant federal agency.
- **Permitting and Engineering Services**: Any costs incurred for site-specific permitting, engineering design, or third-party services required for installation.
- **Installation**: Based on the proposed sensor location(s) and the Party providing installation services may or may not apply.

The total cost for new site installations will be established and communicated in writing to the requesting agency in advance and must be approved prior to procurement and installation.

3. Cost Variability

The Parties acknowledge that the cost of sensor equipment may vary depending on market conditions and manufacturer pricing. As such, Lamar University will provide updated quotes for equipment, labor, and installation upon request or as part of the annual budget planning process.

4. Incorporation into Agreement

This Attachment shall be incorporated into and made part of the Interlocal Agreement. All other terms and conditions of the Agreement remain in full force and effect unless expressly modified herein.

Jefferson County

Site Name	Location	Description of Location
JF1-01	30.0377000,-94.2915000	Bond Road, Beaumont TX
JF1-02	30.0381000,-94.2560000	Walden Road & S Pine Island Road, Beaumont TX
JF1-03	30.1107000,-94.2530000	Gentry Road & Reins Road, Beaumont TX
JF1-04	30.0955000,-94.2068000	Dishman Road & Meadow Run, Beaumont TX
JF1-05	30.0154000,-94.3653000	McDermand Road, Beaumont TX
JF1-06	30.1492000,-94.2729000	River Bend Drive, Bevil Oaks TX
JF2-07	29.9826000,-94.0228000	Oak South, Nederland TX
JF2-08	29.9939000,-94.0224000	5th Avenue, Nederland TX
JF2-09	29.9174000,-94.1083000	Berry Drive, Beaumont TX
JF2-10	29.9002000,-94.2446000	Craigen Road, Beaumont TX
JF3-11	29.8508000,-94.3252000	Marsh Road & McCall Road, Hamshire TX
JF3-12	29.8432000,-94.2252000	White Perch Lane & Boondocks Road, Beaumont TX
JF3-13	29.8108000,-94.3346000	Shell Hammer Road, Hamshire TX
JF3-14	29.8691000,-94.3150000	Powers Road & Cliff Street, Hamshire TX
JF4-15	29.8975000,-94.3249000	Mesa Drive, Hamshire TX
JF4-16	30.0008000,-94.2737000	Pignut Road, Beaumont TX
JF4-17	29.9261000,-94.2847000	Sandy Lane, Beaumont TX
JF4-18	29.9659000,-94.2416000	Mack Road, Beaumont TX

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 22 day of September, 2026, on motion made and seconded, the following Resolution was adopted:

Adopting a Traffic Sign Reflectivity Inspection and Maintenance Plan

WHEREAS, Jefferson County is required to comply with applicable provisions of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, 49 CFR Part 27, 28 CFR Part 35, and other applicable federal and state requirements; and

WHEREAS, the Texas Department of Transportation (TxDOT), through its Subrecipient Monitoring Program, requires subrecipients to maintain a formal traffic sign management plan consistent with MUTCD retroreflectivity requirements as a condition of continued eligibility for federal-aid highway funding; and

WHEREAS, the Commissioners Court finds it in the best interest of Jefferson County to adopt a plan addressing the inspection, maintenance, and replacement of traffic signs on County-maintained roadways;

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas, hereby adopts the Traffic Sign Reflectivity Inspection and Maintenance Plan, attached hereto as Exhibit "A," as the plan for Jefferson County, and each precinct shall implement and administer the Plan within its respective jurisdiction.

Signed this 22 day of September, 2026.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

JEFFERSON COUNTY
TRAFFIC SIGN RETROREFLECTIVITY MANAGEMENT PLAN

1. Purpose

The purpose of this plan is to establish a practical and consistent method for maintaining traffic sign retroreflectivity in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and applicable Federal Highway Administration (FHWA) and Texas Department of Transportation (TxDOT) guidance.

2. Applicability and Responsibility

This Plan applies to regulatory, warning, and guide signs installed and maintained by Jefferson County on County-maintained roadways and facilities. Incorporated municipalities remain responsible for traffic sign inspection, maintenance, repair, and replacement within their jurisdiction or as otherwise established by applicable maintenance agreements. This Plan does not transfer or modify municipal sign responsibilities.

Signs maintained by TxDOT or another governmental authority remain the responsibility of that entity unless otherwise established by agreement.

3. Compliance Requirement

Jefferson County shall use an assessment or management method designed to maintain applicable traffic sign retroreflectivity at or above the minimum levels established by the current TMUTCD.

4. Management Method

Jefferson County shall use routine observations made during normal work activities or through public reports of damaged or non-functioning signs to identify signs requiring maintenance or replacement. The County may also use other recognized methods, including tracking expected sign life

5. Routine Observation

County road and maintenance personnel shall observe traffic signs during normal operations and report deficiencies to the appropriate department as soon as practicable. Deficiencies include signs that are:

- Missing, damaged, faded, or vandalized;
- Obstructed by vegetation, debris, or roadside conditions;
- Improperly positioned, leaning, or rotated;
- Illegible or difficult to detect at night; or
- Otherwise deficient or unsafe

6. Corrective Action and Documentation

Deficient signs shall be cleaned, repaired, repositioned, cleared of obstructions, or replaced as appropriate. Signs with inadequate retroreflectivity shall be scheduled for replacement as soon as practicable, considering roadway safety, sign function, available resources, and other maintenance priorities. Replacement signs shall comply with the current TMUTCD and applicable TxDOT requirements.

Jefferson County shall maintain basic records of maintenance and corrective actions, including as applicable:

- Signs identified as deficient
- Corrective action(s) taken or scheduled
- Relevant notes affecting sign visibility

7. References

- Texas Manual on Uniform Traffic Control Devices (TMUTCD), current edition
- FHWA, Methods for Maintaining Traffic Sign Retroreflectivity and related nighttime visibility guidance
- TxDOT, *Sign Guidelines and Applications Manual*, Chapter 4 – Sign Maintenance
- Applicable TxDOT subrecipient compliance guidance

CCSJ #	0920-00-179 613		
AFA CSJs	0920-00-180		
District #	20	AFA ID	Z000011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR LOCAL GOVERNMENT MAINTENANCE OF RAILROAD PAVEMENT MARKINGS AND SIGNS (OFF-SYSTEM)

THIS AGREEMENT is made by and between the State of Texas ("State"), acting by and through the Texas Department of Transportation ("**TxDOT**"), and the Jefferson County, acting by and through its duly authorized officials ("**Local Government**").

WITNESSETH

WHEREAS, 23 U.S.C. § 302 provides that a state desiring to avail itself of the provisions of Title 23 of the United States Code shall have a department of transportation with adequate powers to discharge to the duties required by Title 23.; and,

WHEREAS, 23 U.S.C. § 106 and the Stewardship and Oversight Agreement between the Federal Highway Administration ("**FHWA**") and TxDOT provide that TxDOT must provide adequate oversight of any sub-recipients.; and,

WHEREAS, 23 U.S.C. § 130 ("**Section 130**") provides for the federal funding of construction of projects for the elimination of hazards of railway-highway crossings; and,

WHEREAS, TxDOT has identified BNSF Railway and Union Pacific Railroad ("**Railroad(s)**") highway-rail grade crossing(s) in Jefferson County, that is located as shown in Attachment A; and

WHEREAS, TxDOT has initiated a **Section 130 project** with the Railroad(s) to bring the highway-grade crossing into compliance with federal, state, and industry regulatory standards; and

WHEREAS, Transportation Code, §201.209 allows TxDOT to enter into an agreement with the Local Government; and,

WHEREAS, providing adequate oversight, as it relates to a **Section 130 project**, requires TxDOT to gain a commitment from the Local Government that it will maintain signs and pavement markings installed or upgraded on a Local Government facility as part of a **Section 130 project**; and,

WHEREAS, the Local Government desires a **Section 130 project** within its jurisdiction consisting of upgrade and installation of traffic signage and pavement markings ("**Section 130 Project**") and understands that the **Section 130 Project** will upgrade or install new signs and pavement markings, which are identified and provided in Attachment B, that the Local Government will be responsible for maintaining; and

CCSJ #	0920-00-179 614		
AFA CSJs	0920-00-180		
District #	20	AFA ID	Z000011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution, ordinance, or commissioners court order dated 9/22/2026, which is attached to this agreement as Attachment C.

WHEREAS, TxDOT has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

2. **Scope of Work**
   Upon completion of the **Section 130 Project**, the Local Government will fund and maintain the items as listed in Attachment B in accordance with applicable standards of the Local Government and in compliance with the TMUTCD.

3. **Termination of this Agreement**
   This agreement shall remain in effect unless:
   A. The agreement is terminated in writing with the mutual consent of the parties;
   B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

4. **Amendments**
   Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

5. **Remedies**
   This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. **Compliance with Accessibility Standards**
   The Local Government shall ensure that maintenance is in compliance with standards issued or approved by the Texas Department of Licensing and Regulation ("**TDLR**") as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

7. Notice

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
County Judge	Director of Contract Services
Jefferson County	Texas Department of Transportation
1149 Pearl Street	125 E. 11th Street
Beaumont, Texas 77701	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

8. Legal Construction

This document does not convey any real property interests. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

12. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an

audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

13. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

Signature

Jeff Branick
Typed or Printed Name

County Judge
Title

9-22-2026
Date

ATTEST By: Judy Gunnell
DATE 9.22.26

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

THE STATE OF TEXAS

Signature

Typed or Printed Name

Title

Date

CCSJ #	0920-00-179 617		
AFA CSJs	0920-00-180		
District #	20	AFA ID	Z0011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

Attachment A
LOCATION MAP SHOWING PROJECT

DOT 023740U



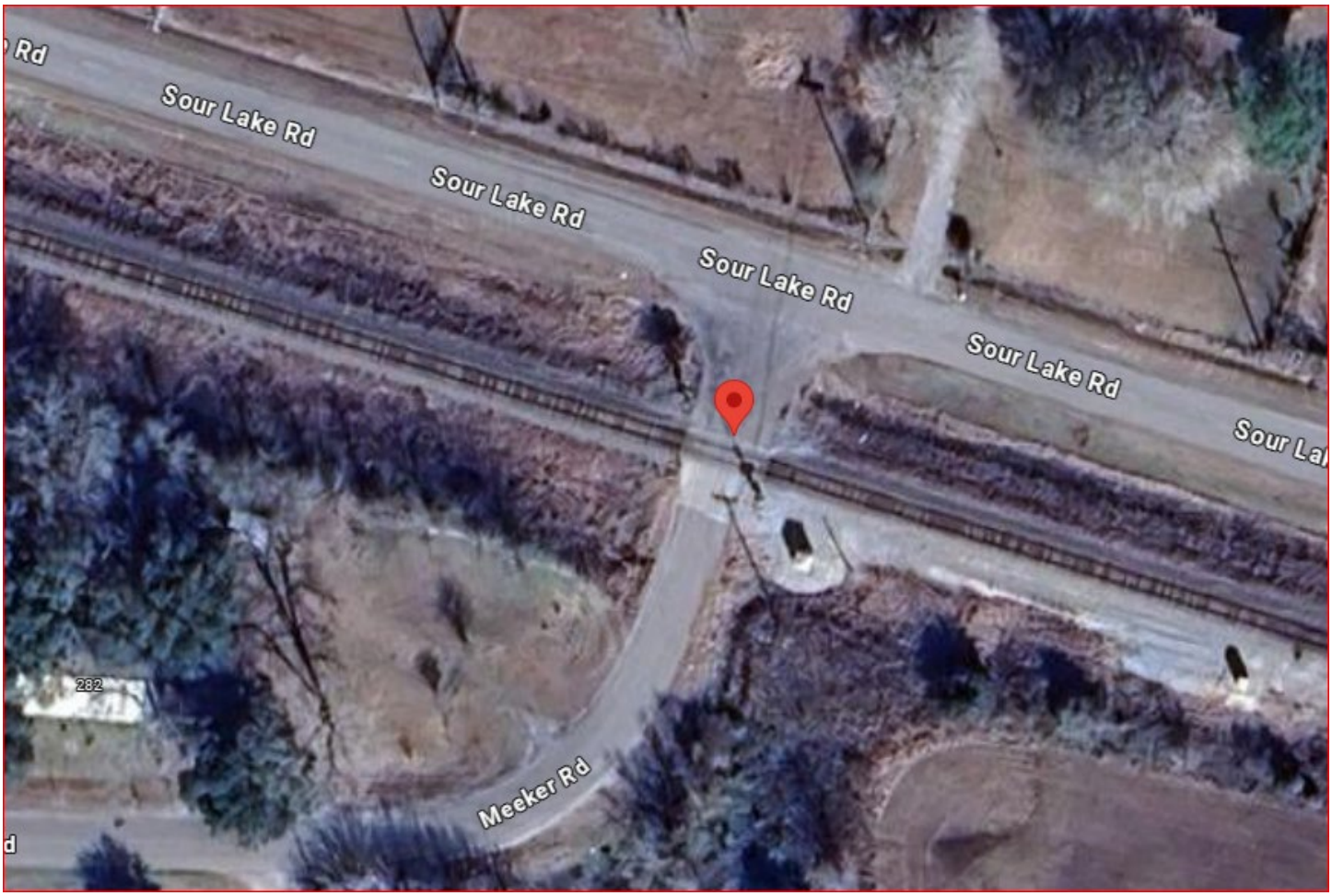
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Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

DOT 023746K



CCSJ #	0920-00-179 619		
AFA CSJs	0920-00-180		
District #	20	AFA ID	Z0011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

DOT 450623A



CCSJ #	0920-00-179 620		
AFA CSJs	0920-00-180		
District #	20	AFA ID	Z0011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

DOT 450625N



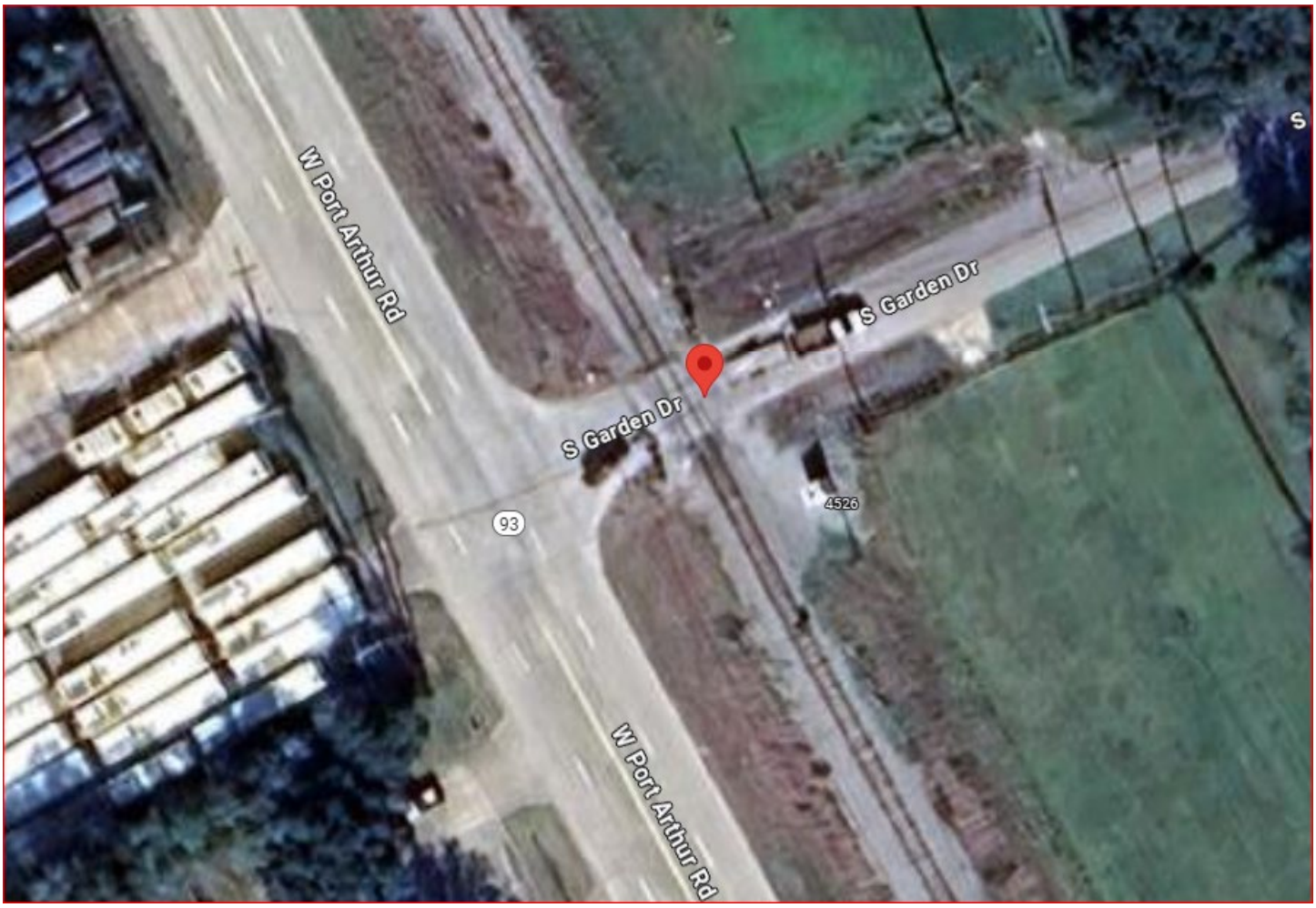
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Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

DOT 450626V



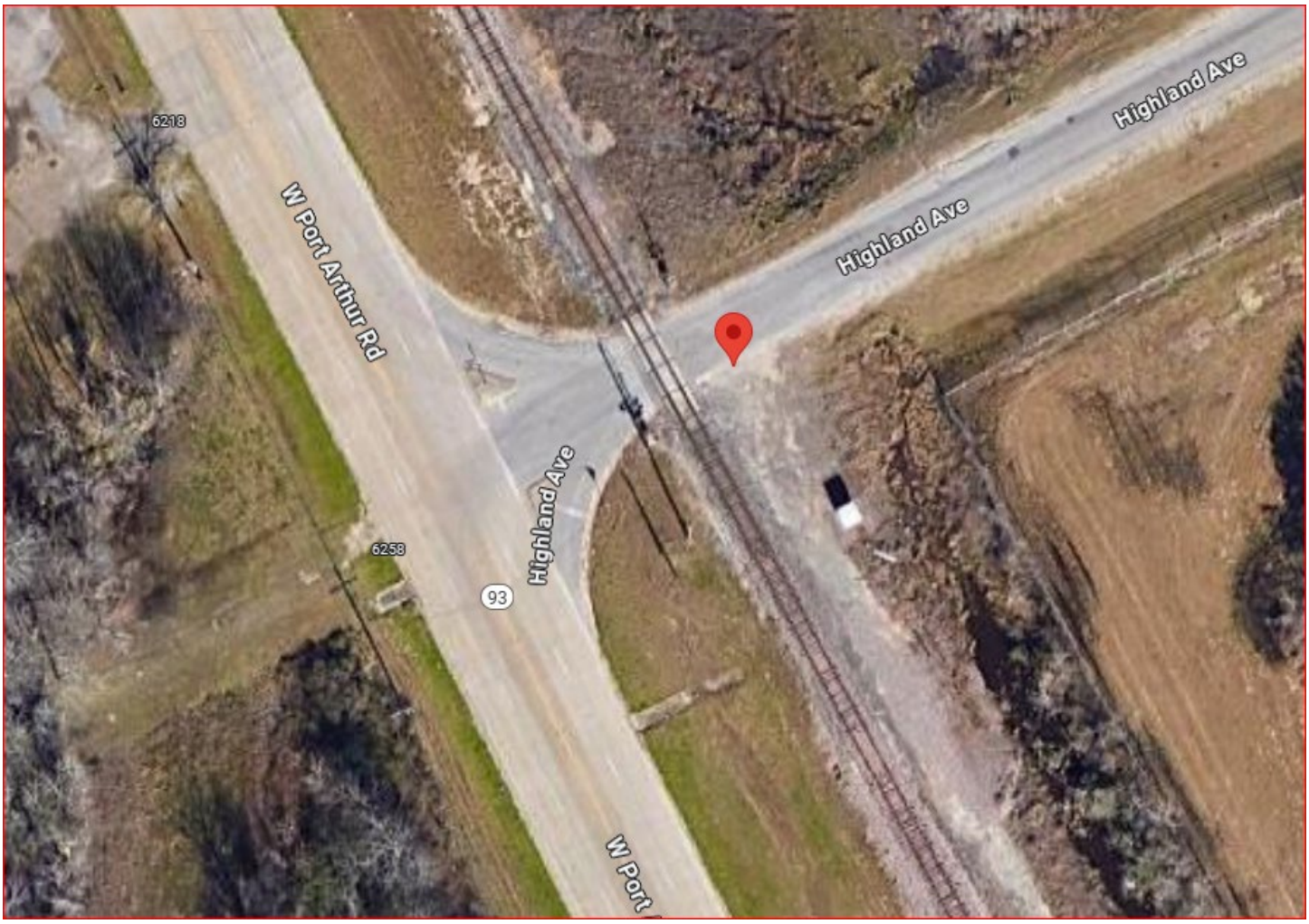
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District #	20	AFA ID	Z0011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

DOT 762535C



CCSJ #	0920-00-179 623		
AFA CSJs	0920-00-180		
District #	20	AFA ID	Z0011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

DOT 762544B



CCSJ #	0920-00-179 624		
AFA CSJs	0920-00-180		
District #	20	AFA ID	Z0011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

DOT 762732R



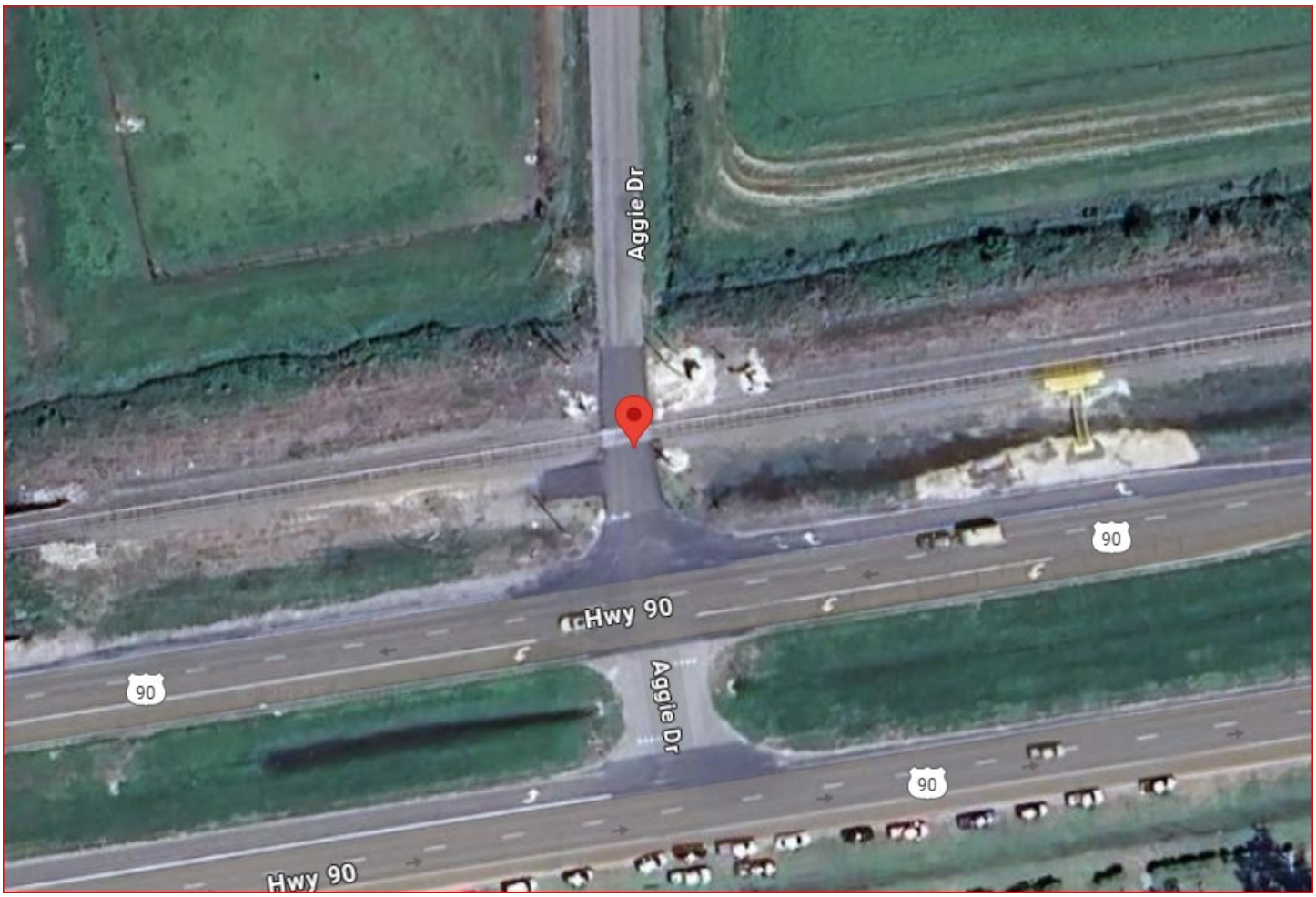
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Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

DOT 762733X



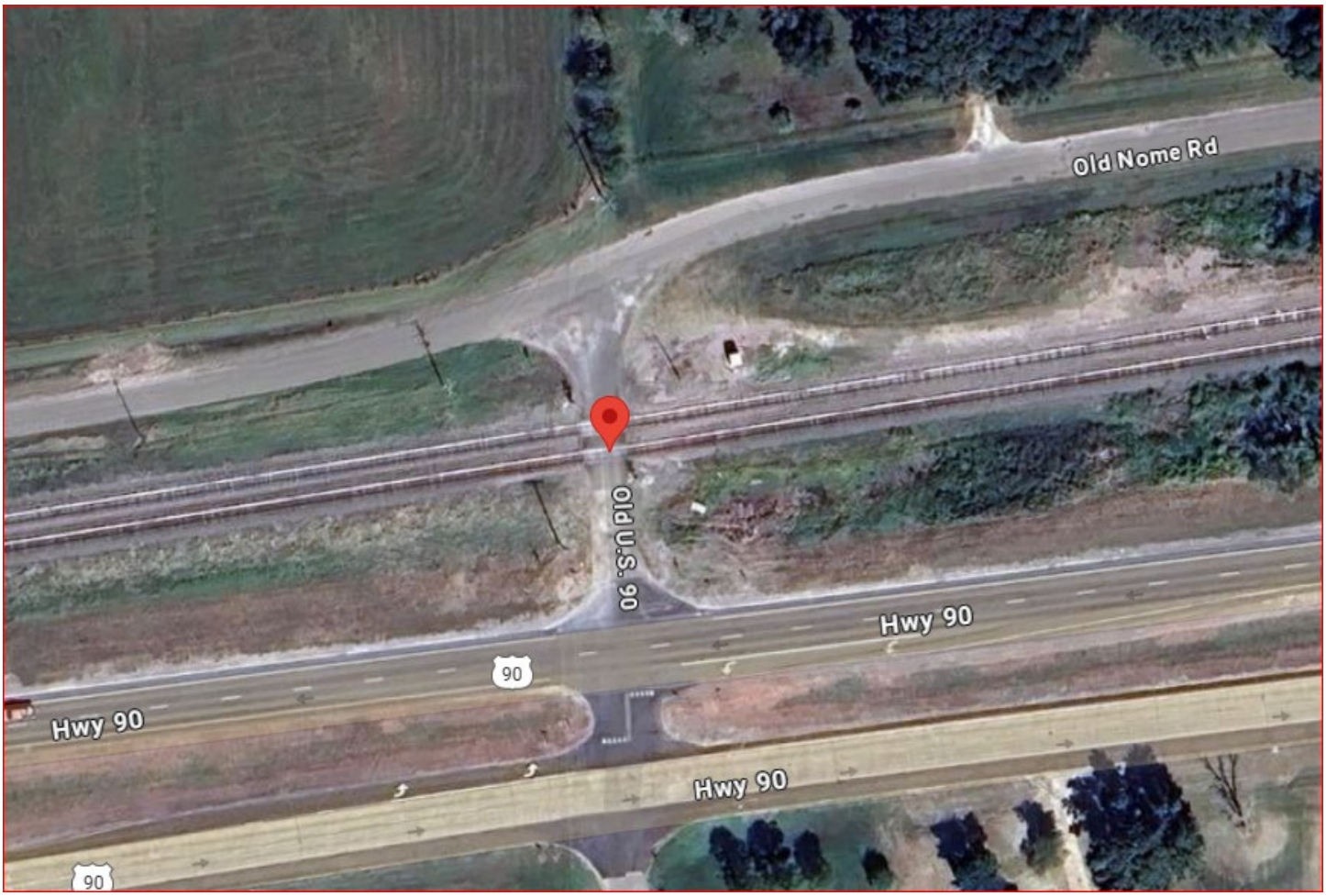
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Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

DOT 762735L



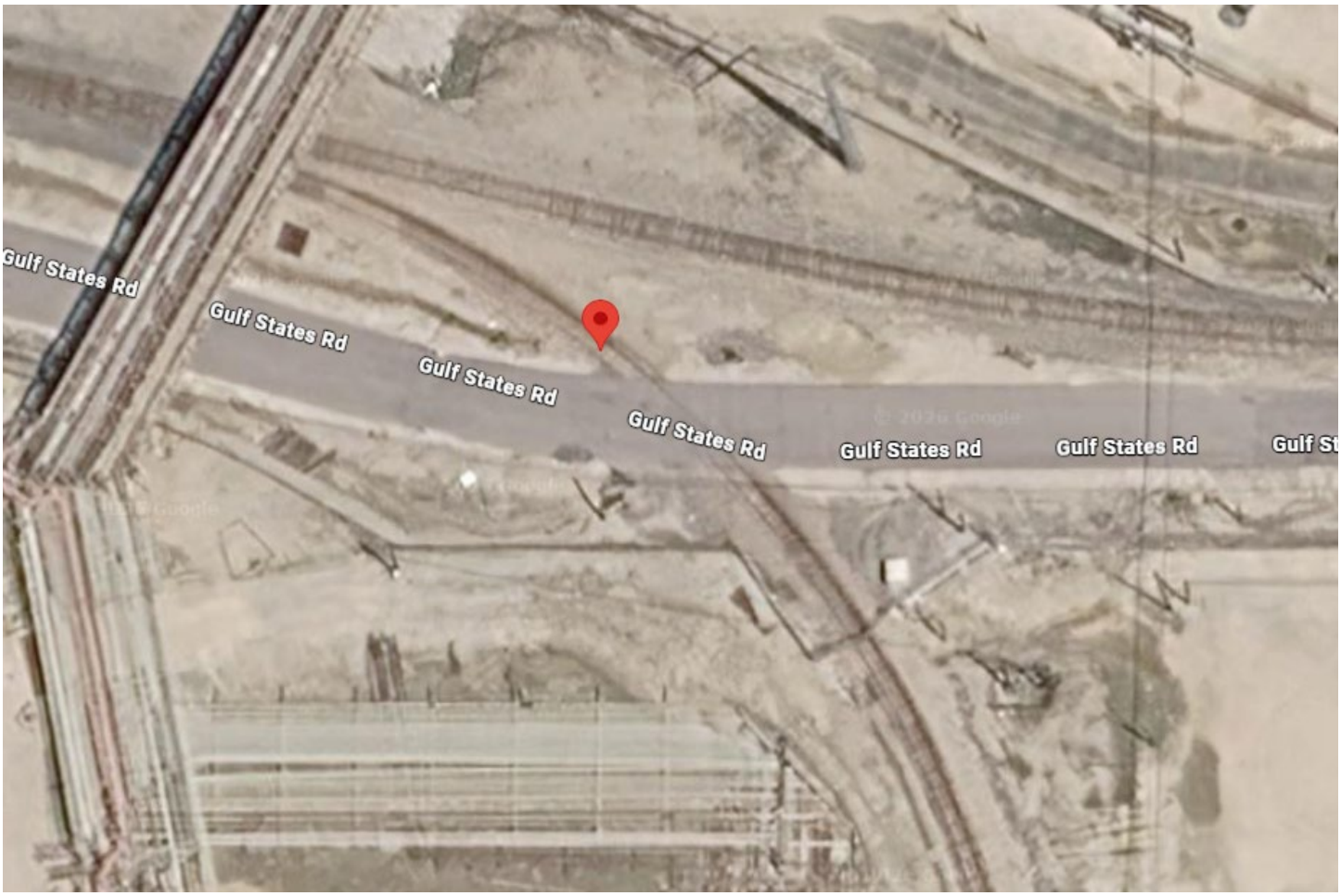
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District #	20	AFA ID	Z0011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

DOT 762740H



CCSJ #	0920-00-179 628		
AFA CSJs	0920-00-180		
District #	20	AFA ID	Z0011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

DOT 762581D



CCSJ #	0920-00-179 629		
AFA CSJs	0920-00-180		
District #	20	AFA ID	Z00011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR OFF SYSTEM-Signs & Striping		

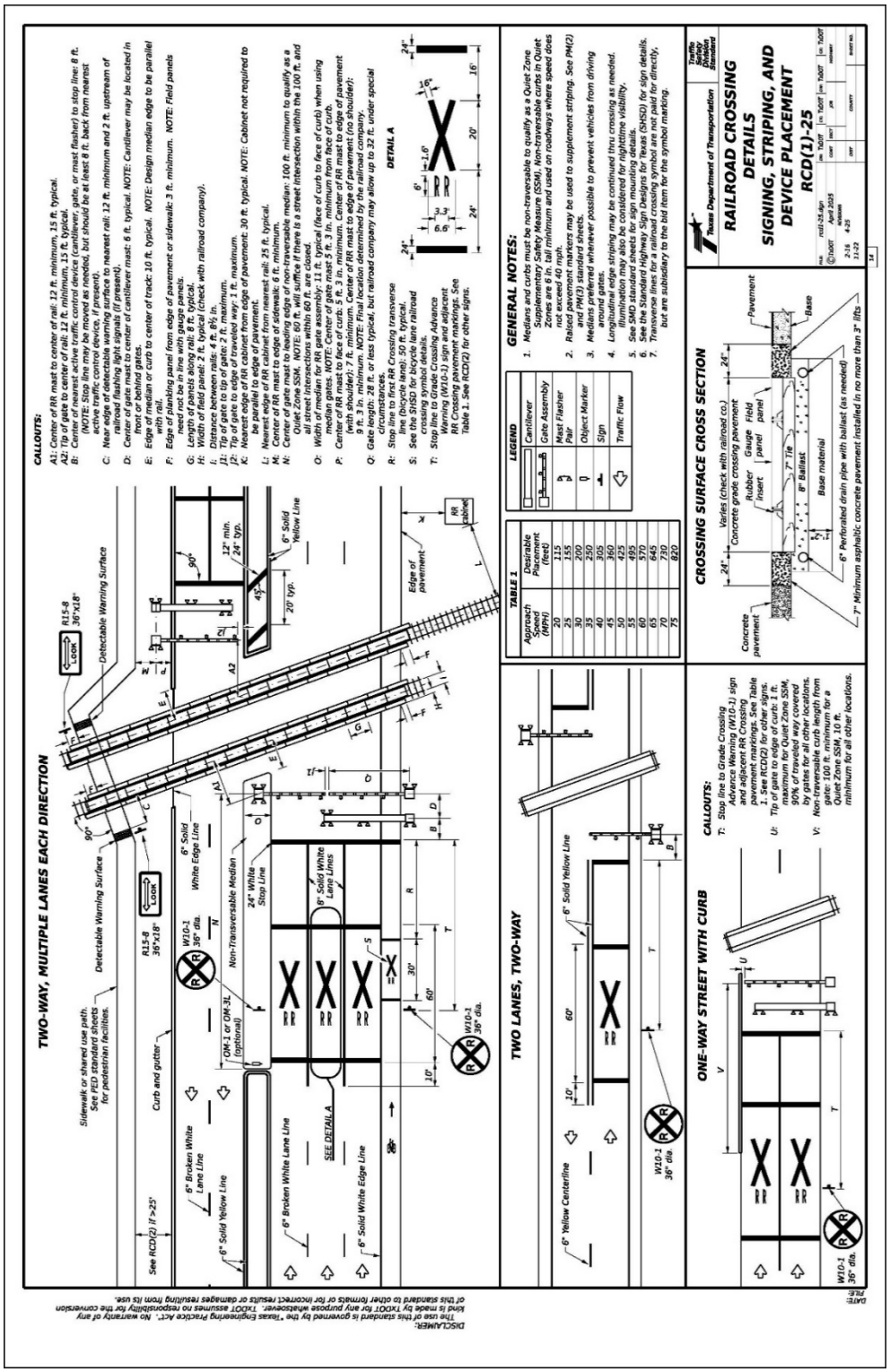
ATTACHMENT B
SCOPE OF WORK (SOW)

- The State or its Contractor to furnish, install and/or replace the appropriate pavement markings on roadway approaches to highway rail-grade crossings in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the attached standard sheets.
- The State or its Contractor to furnish, install and/or replace the appropriate signs on roadway approaches to highway rail-grade crossings and/or parallel roadways within 100 feet of the highway rail-grade crossing, as required, in accordance with the TMUTCD and the Standard Highway Signs Design Manual (SHSD).
- The State to provide traffic control in accordance with the guidelines in the TMUTCD and the attached standard sheets for the installation of signage and/or pavement markings.
- The County to maintain pavement markings and advance warning signs under their jurisdiction in accordance with the TMUTCD and as shown on the attached standard sheets.

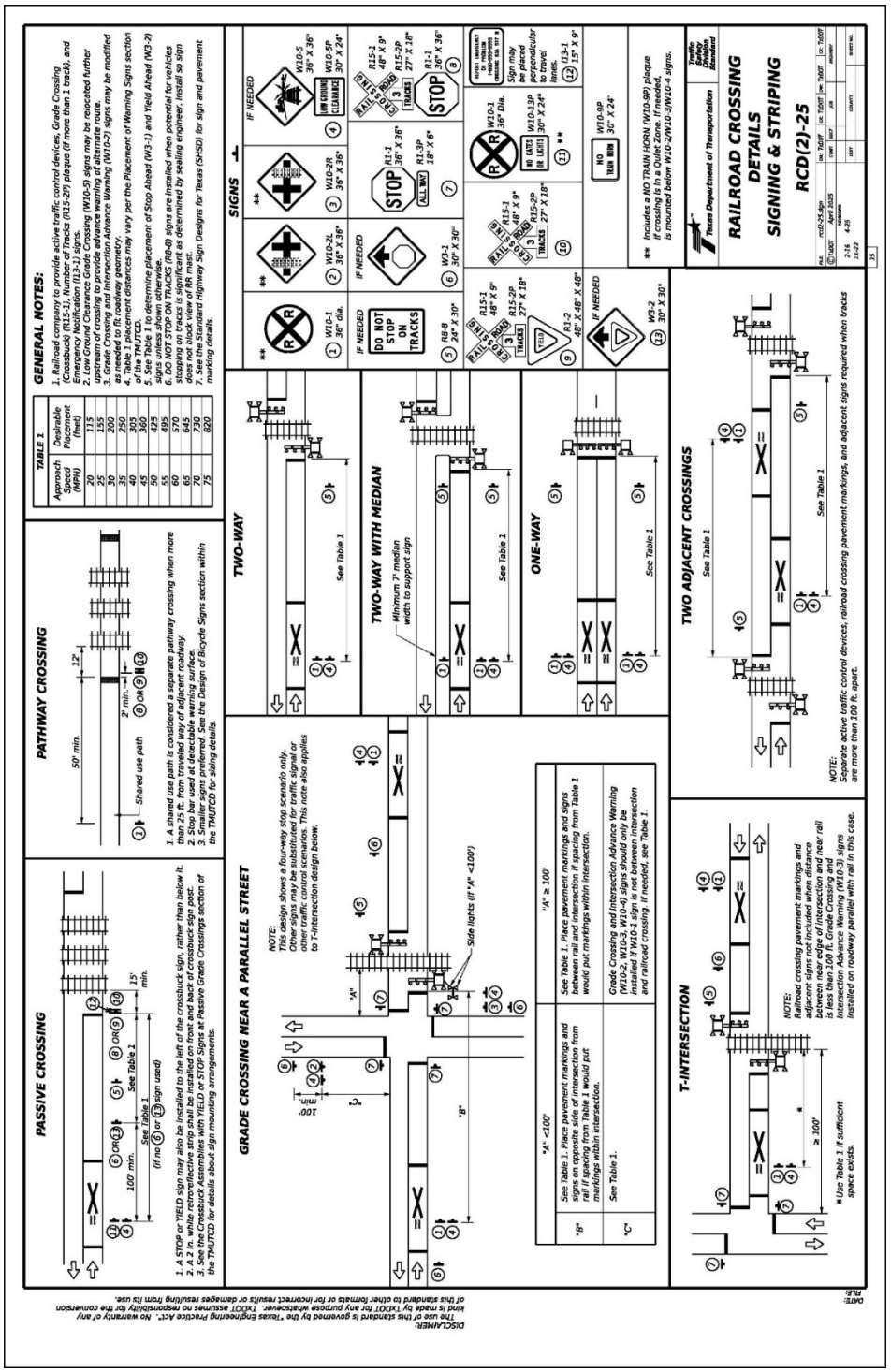
Location List:

DOT	Railroad	Crossing Street		DOT	Railroad	Crossing Street
023740U	BNSF	South Major Road		023746K	BNSF	Smith Road
450623A	UPRR	N Meeker Road		450625N	UPRR	Old Sour Lake Road
450626V	UPRR	Kolander Road		762535C	UPRR	South Garden Road
762544B	UPRR	Highland Avenue		762732R	UPRR	Yorkshire Road
762733X	UPRR	North Meeker Road		762735L	UPRR	Aggie Drive
762740H	UPRR	McDermand Road		762581D	UPRR	Gulf State Road

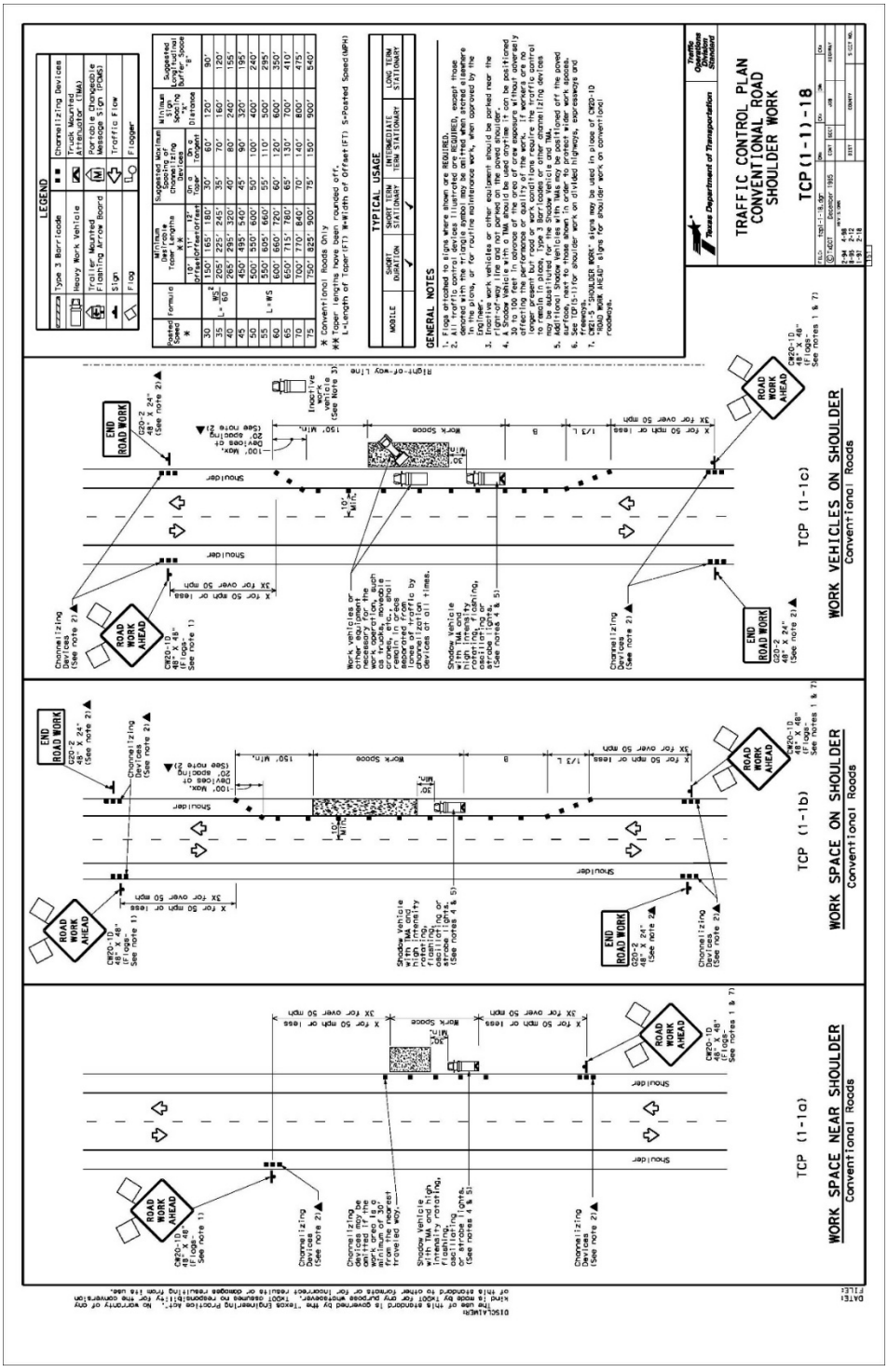
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AFA CSJs	0920-00-180		
District #	20	AFA ID	Z00011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR OFF SYSTEM-Signs & Striping		



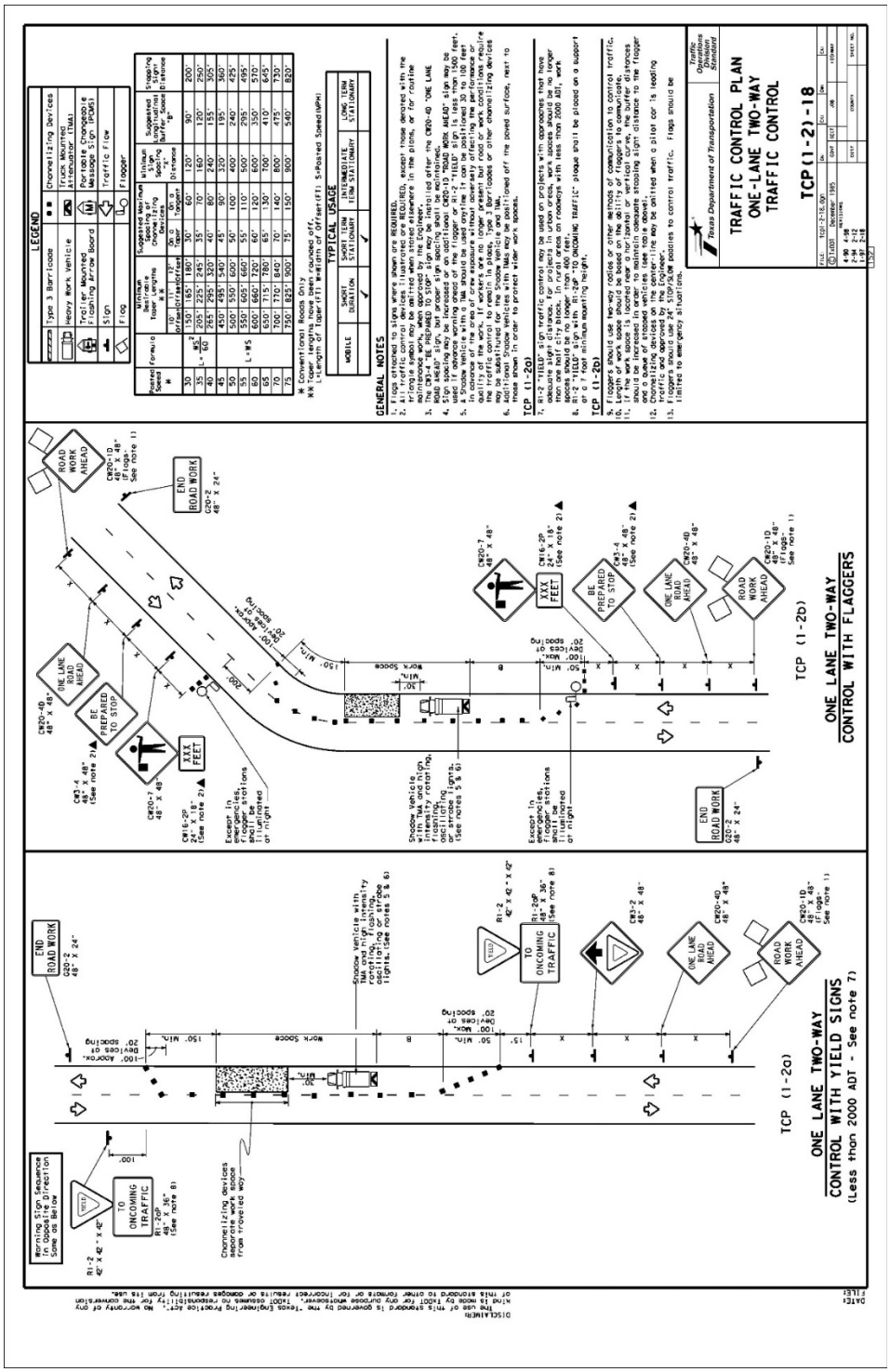
CCSJ #	0920-00-179		631
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District #	20	AFA ID	Z00011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR OFF SYSTEM-Signs & Striping		



CCSJ #	0920-00-179 632		
AFA CSJs	0920-00-180		
District #	20	AFA ID	Z00011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR OFF SYSTEM-Signs & Striping		



CCSJ #	0920-00-179		633
AFA CSJs	0920-00-180		
District #	20	AFA ID	Z00011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR OFF SYSTEM-Signs & Striping		



CCSJ #	0920-00-179		
AFA CSJs	0920-00-180		
District #	20	AFA ID	Z00011566
Code Chart 64 #	50124 JEFFERSON COUNTY		
Project Name	FY25 RR-OFF SYSTEM-Signs & Striping		

Attachment C

RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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 22 day of September, 2026, on motion made and seconded, the following Resolution was adopted:

Advance Funding Agreement with TxDOT for Maintenance of Railroad Signs and Markings

WHEREAS, the Texas Department of Transportation (TxDOT) has initiated a project to furnish and install signs and pavement markings at railroad crossings in compliance with Federal and State regulatory standards; and

WHEREAS, upon installation and acceptance, Jefferson County agrees to maintain all signs and pavement markings located within Jefferson County rights-of-way in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD); and

WHEREAS, the Commissioners Court finds it to be in the best interest of Jefferson County to enter into an Advance Funding Agreement (AFA) ID # Z000011566 with TxDOT for the installation and maintenance of the proposed railroad crossing signs and pavement markings,

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas, hereby approves the AFA with the TxDOT and authorizes the County Judge to execute the Agreement on behalf of Jefferson County.

Signed this 22 day of September, 2026.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT
2000 FORT POINT RD
GALVESTON, TEXAS 77553

September 8, 2026

North Branch

SUBJECT: Permit Application – SWG-2013-00841

The Honorable Judge Jeff Branick
Jefferson County
1149 Pearl Street, 4th Floor
Jefferson County Courthouse
Beaumont, Texas 77701

Dear Judge Branick:

Enclosed for your review and signature is a copy of an initial proffered permit for activities conducted in waters of the United States, including wetlands.

Enclosed you will find a combined Notification of Administrative Appeal Options and Process (NAP) and Request for Appeal (RFA) form. If you decline the terms and special conditions of this initial proffered permit, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. To initiate the appeal process, you must submit a completed RFA to the District Engineer (DE), at the letterhead address. In addition to the RFA, enclose the unsigned initial proffered permit, and a letter to the DE explaining your objections to the initial proffered permit. Your objections must be received by the DE within **60 days** of the date of this notice; noting the letter date is considered day 1, or you will forfeit your right to appeal the initial proffered permit in the future. It is not necessary to submit an RFA form to this office if you accept the initial proffered permit terms and conditions. The DE will render his decision, and a proffered permit will be sent to you.

If, after reviewing the proffered permit, you are still unsatisfied with the proffered permit because of certain terms and conditions therein, you may appeal under the Corps of Engineers Administrative Appeal Process by completing Section II of the RFA form enclosed with your proffered permit. Send the RFA to the following address:

Administrative Appeals Review Officer
Southwestern Division USACE (CESWD-PD-O)
U.S. Army Corps of Engineers
1100 Commerce Street, Suite 831
Dallas, Texas 75242-1317
Telephone: 469-216-8324
Email: swdregulatoryappeals@usace.army.mil

This form must be received by the division engineer within **60 days** of the date of this notice; noting the letter date is considered day 1, or you will forfeit your right to appeal. It is not necessary to submit an RFA form to the Division office if you accept this proffered permit in its entirety.

If you accept the initial proffered permit, sign and date the permit in the spaces provided. Within ten days, the original copy of the accepted permit should be returned to us for approval. Once countersigned, a copy of the signed permit will be returned to you. The permit is not valid until signed by us.

A detailed description of the appeal process can be found at: https://www.swd.usace.army.mil/Missions/Civil-Works/Regulatory/Regulatory-Appeals/

We are ready to assist you in whatever way possible. If you have any questions, please contact Dr. Tasha Metz by electronic mail at Tasha.L.Metz@usace.army.mil or by telephone at 409-766-6384.

Sincerely,

Andria Davis
Chief, North Branch

cc w/Encls.

DEPARTMENT OF THE ARMY PERMIT

Permittee Jefferson County

Permit No. SWG-2013-00841

Issuing Office Galveston District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To modify Department of the Army Permit SWG-2013-00841 to permanently discharge approximately 39,303.08 cubic yards (CY) of fill into 4.81 acres of tidal wetlands and 1.46 acres of open waters to improve the design of the existing Keith Lake Fish Pass Baffle and restore optimal functionality to the structure. The work would also involve dredging of approximately 27,056 CY of material from tidal wetlands and open waters to facilitate placement of the bedding stone and rock rip rap on either side of the baffle and along approximately 750 linear feet of the southern shore of the channel. A total of 947.41 CY of the excavated native material would be placed in open water areas as fill to create an embankment with an elevation of -2.5 and a 4:1 slope along the southern shore of the channel. The remainder of the excavated material would be hauled off-site for disposal. Temporary staging and/or access could occur within 50 feet of the proposed rock apron footprints, as well as in the upland area between the beach and the project footprint, and the temporary access route from the upland staging area to the west of the structure. Board matting will be temporarily placed into 2.18 acres of tidal wetlands, as necessary, to minimize impacts. Temporary work areas in wetlands would be restored to existing grade and sprigged with smooth cordgrass plugs on a 1.5- by 1.5-foot grid spacing once construction is completed. The project will be conducted in accordance with the attached plans, in 10 sheets.

Project Location: The project site is located in Keith Lake Fish Pass at an area along Dowling Road, approximately 9 miles south of Port Arthur, in Jefferson County, Texas.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on 31 December 2031. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. When structures or work authorized by this permit are determined by the District Engineer to have become abandoned, obstructive to navigation or cease to be used for the purpose for which they were permitted, such structures or other work must be removed, the area cleared of all obstructions, and written notice given to the Corps of Engineers, Galveston District, Regulatory Division, within 30 days of completion.

3. The permittee must install and maintain, at the permittee's expense, any safety lights, signs and signals required by US Coast Guard, through regulations or otherwise, on the permittee's fixed structures. To receive a US Coast Guard Private Aids to Navigation marking determination, at no later than 30 days prior to installation of any fixed structures in navigable waters and/or prior to installation of any floating private aids to navigation, you are required to contact the Eighth Coast Guard District (dpw), 500 Poydras St., Suite 1230, New Orleans, LA 70130, (504) 671-2328 or via email to: D8oanPATON@uscg.mil. For general information related to Private Aids to Navigation please visit the Eighth Coast Guard District web site at: https://www.atlanticarea.uscg.mil/District-8/District-Divisions/Waterways/PATON/

4. The Permittee shall comply with the Endangered Species Act and implement all of the mitigating measures identified in the enclosed Fish and Wildlife Service Letter of Concurrence (FWS Consultation 2026-0094306, also 2026-0021827, dated 13 July 2026, Attachment A, in 4 sheets), including those ascribed to the Corps therein. If you are unable to implement any of these measures, you must immediately notify the Corps, the U.S. Fish and Wildlife Office so we may consult as appropriate, prior to initiating the work, in accordance with Federal law.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE)
JEFFERSON COUNTY

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

9-22-2026
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

(DISTRICT ENGINEER)
ANDRIA DAVIS
CHIEF, NORTH BRANCH
FOR COLONEL DAVID W. DAKE

ATTEST: by: Wendy Gramm
DATE 9.22.26

(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE – Typed Printed Name)

(DATE)

(TRANSFEREE - Signature)

(Mailing Address)

(REVERSE OF ENG FORM 1721)

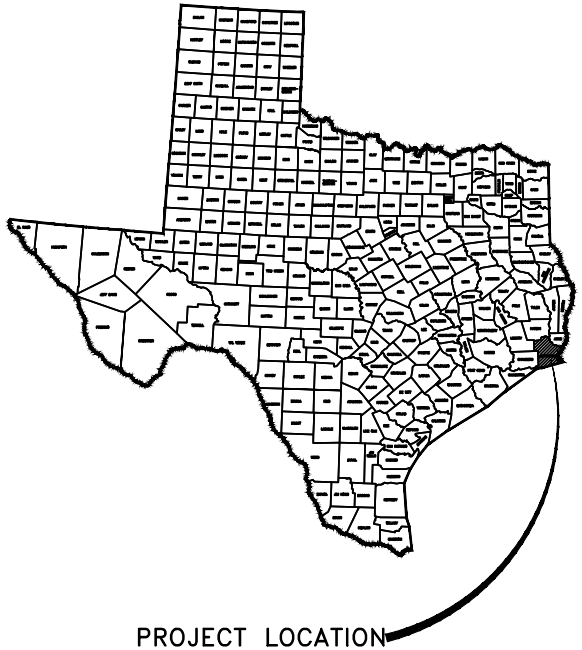
DUCKS UNLIMITED

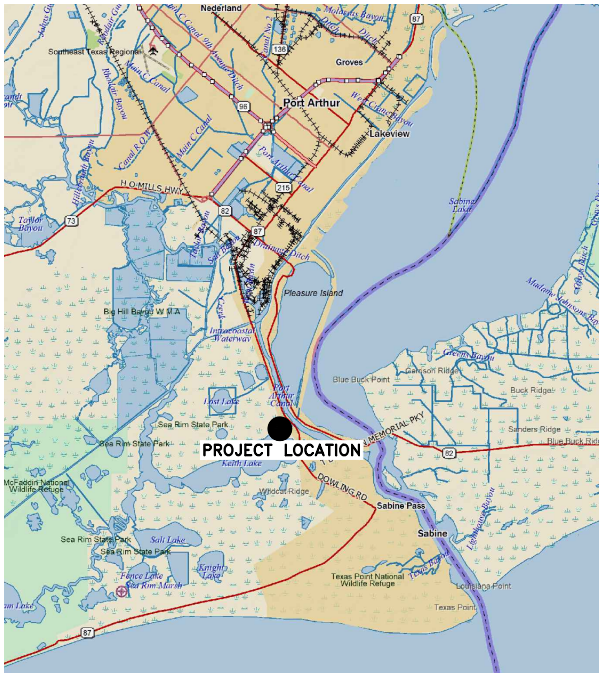
DUCKS UNLIMITED, INC.

KEITH LAKE FISH PASS

JEFFERSON COUNTY
IN COOPERATION WITH

NATIONAL FISH & WILDLIFE FEDERATION





INDEX

1 COVER SHEET
2 PROJECT VICINITY
3 EXISTING CONDITIONS
4 PROPOSED CONDITIONS
5 SECTION "A–A"
6 SECTION "B–B"
7 SECTION "C–C" & SECTION "D–D"
8 SECTION "E–E"
9 SECTION "F–F"
10 IMPACT TABLES

CAUTION:
The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

NOTICE:
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF CARTER A. COLEMAN, P.E. 126025, C.O.R. F–001112 ON AUGUST 24, 2025. THIS DRAWING IS FOR PERMIT PURPOSES ONLY.

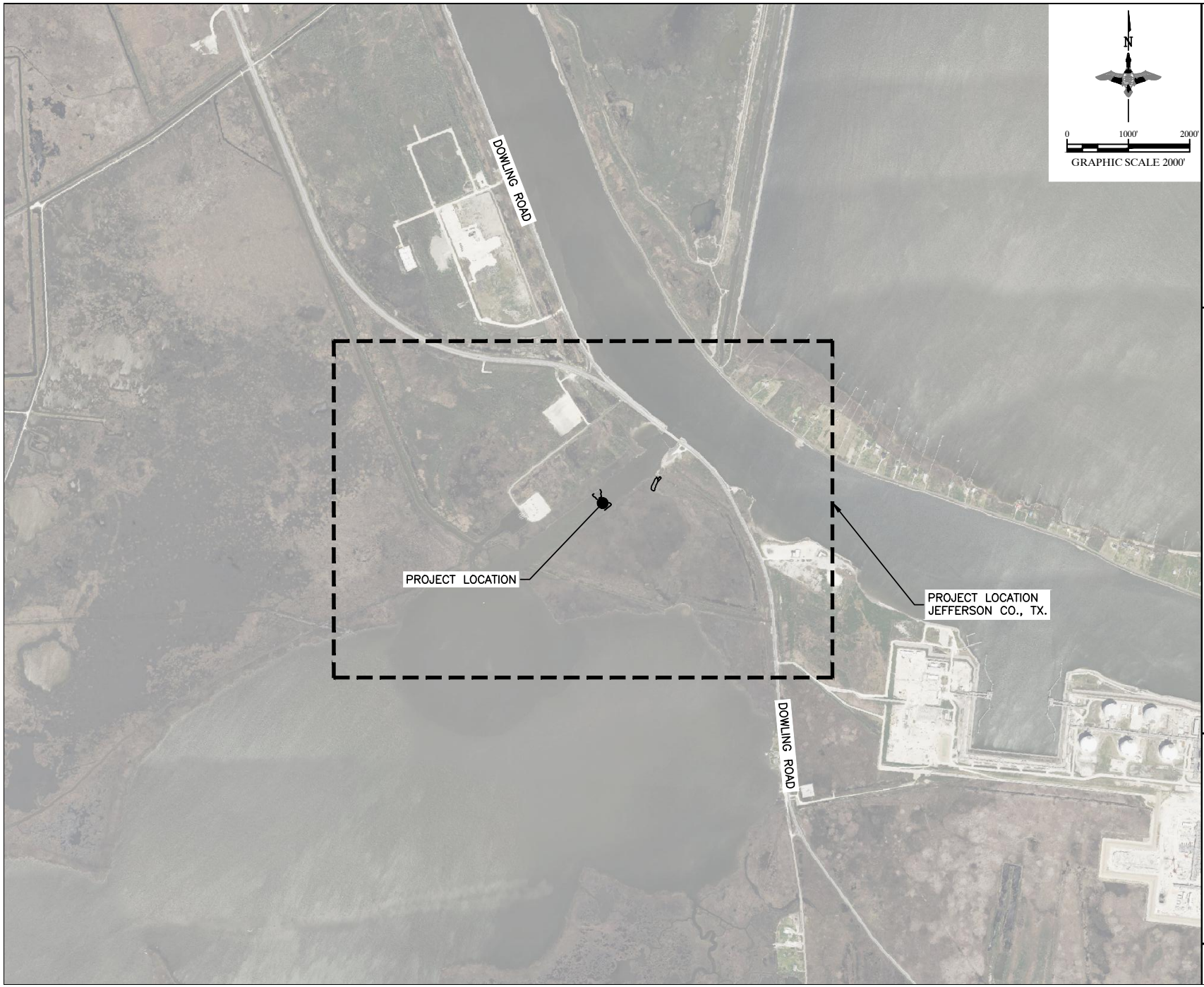
PROJECT NUMBER: DU-TX-3-2

KEITH LAKE FISH PASS
COVER SHEET

DATE: 8/25

DUCKS UNLIMITED INC.
SOUTHERN REGIONAL OFFICE
193 Business Park Drive; Suite E
Ridgeland, MS 39157
C.O.A. F–001112 EXPIRES: 9/30/25

SHEET NUMBER
1



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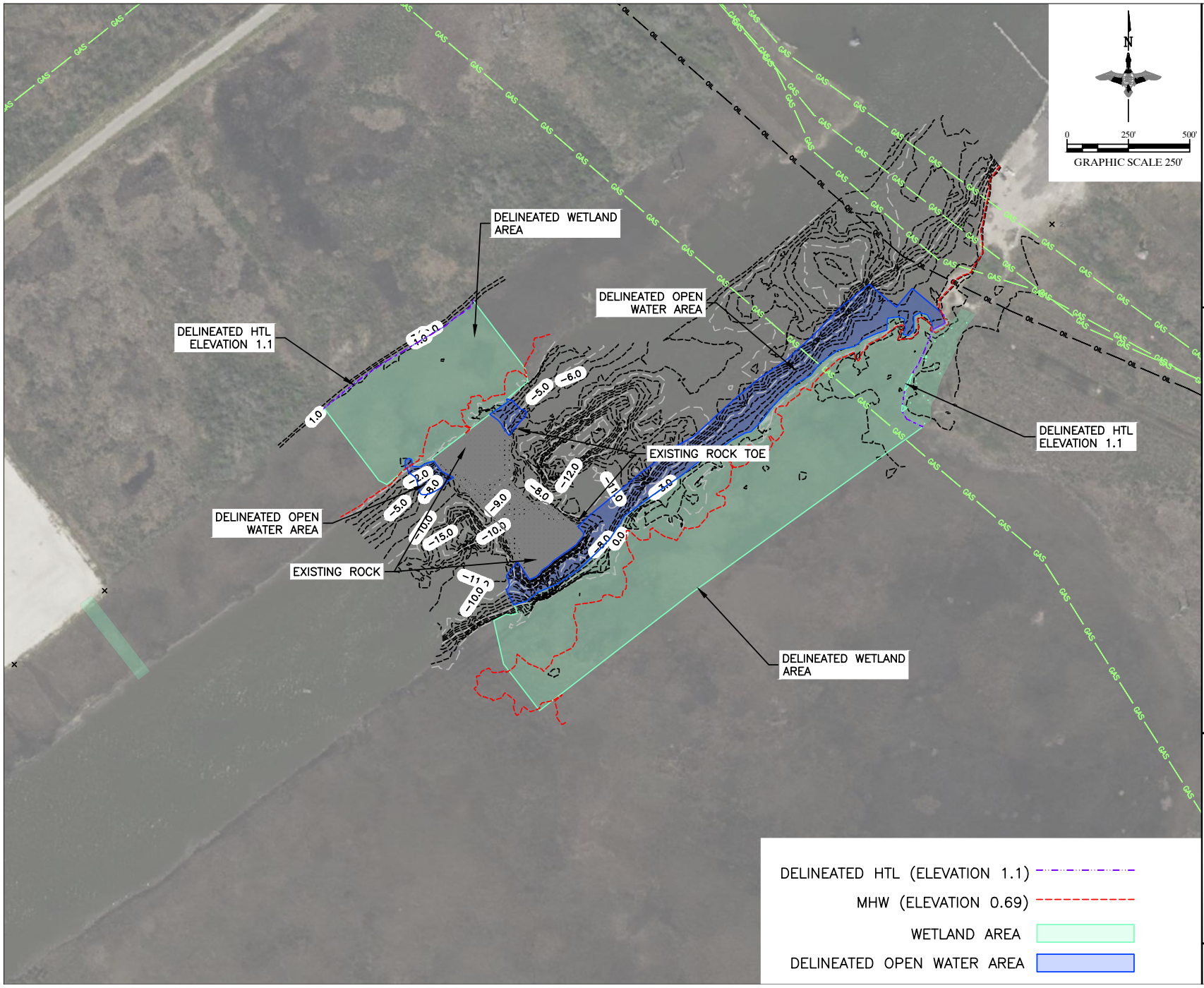
PROJECT NUMBER: DU-TX-3-2

KEITH LAKE FISH PASS
PROJECT OVERVIEW

DATE: 8/25

DUCKS UNLIMITED INC.
SOUTHERN REGIONAL OFFICE
193 Business Park Drive; Suite E
Ridgeland, MS 39157
C.O.A. F-001112 EXPIRES: 9/30/25

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2



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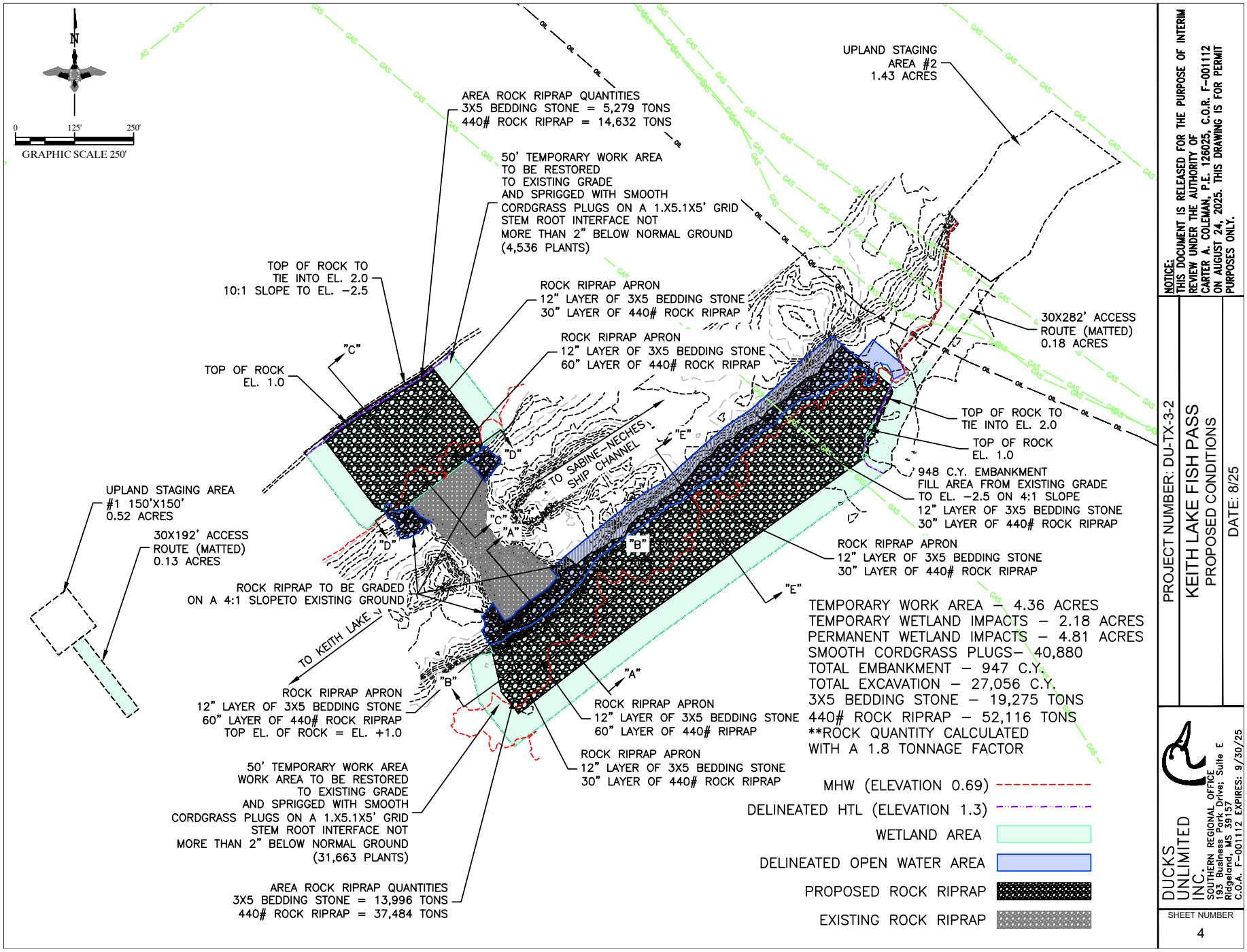
PROJECT NUMBER: DU-TX-3-2

KEITH LAKE FISH PASS
EXISTING CONDITIONS

DATE: 8/25

DUCKS UNLIMITED INC.
SOUTHERN REGIONAL OFFICE
193 Business Park Drive; Suite E
Ridgeland, MS 39157
C.O.A. F-001112 EXPIRES: 9/30/25

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3



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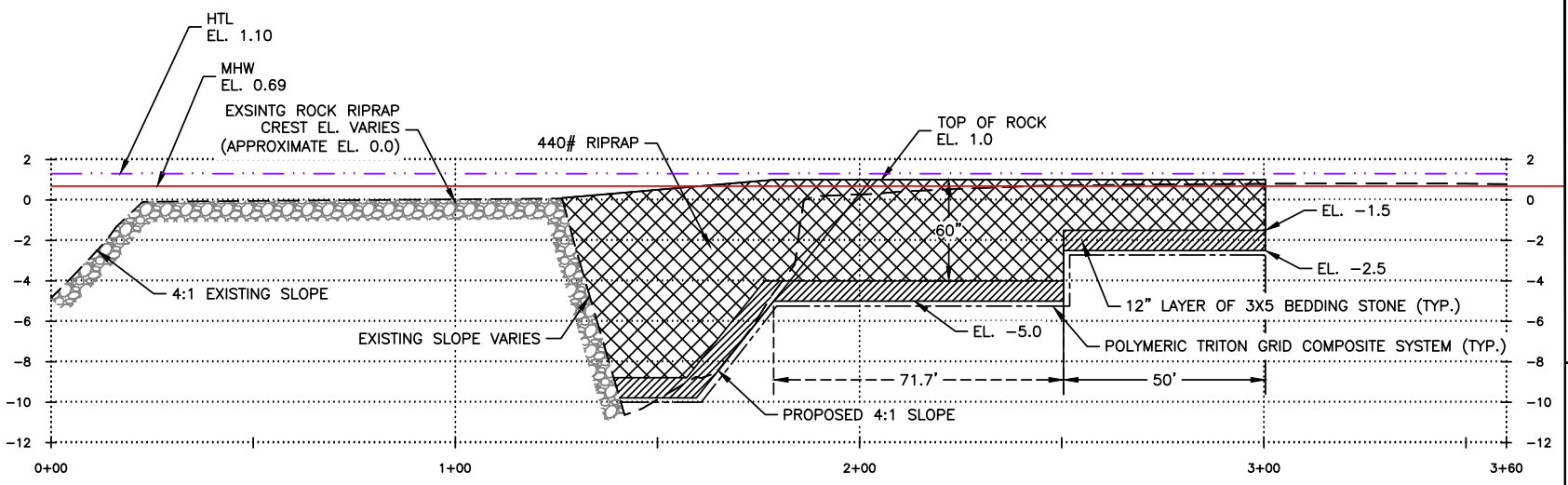
PROJECT NUMBER: DU-TX-3-2

KEITH LAKE FISH PASS
PROPOSED CONDITIONS

DATE: 8/25

DUCKS UNLIMITED INC.
SOUTHERN REGIONAL OFFICE
193 Business Park Drive; Suite E
Ridgeland, MS 39157
C.O.A. F-001112 EXPIRES: 9/30/25

SHEET NUMBER
4



SECTION "A–A"

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 8'

CROSS SECTIONS LEGEND

- EXISTING GROUND PROFILE
- PROPOSED GRADE PROFILE
- 3X5 BEDDING STONE
- 440# ROCK RIPRAP
- POLYMETRIC TRITON GRID COMPOSITE SYSTEM
- MEAN HIGH WATER – ELEVATION 0.69 (NAVD88)
- DELINEATED HTL (ELEVATION 1.1)

TIDAL DATUMS (NAVD88)
MHHW = 0.81
MHW = 0.69
MTL = 0.03
MLW = -0.64
MLLW = -1.12
*BASED ON TEXAS POINT, SABINE PASS NOAA TIDE GAUGE #8770822
HTL = 1.1 (NAVD88)

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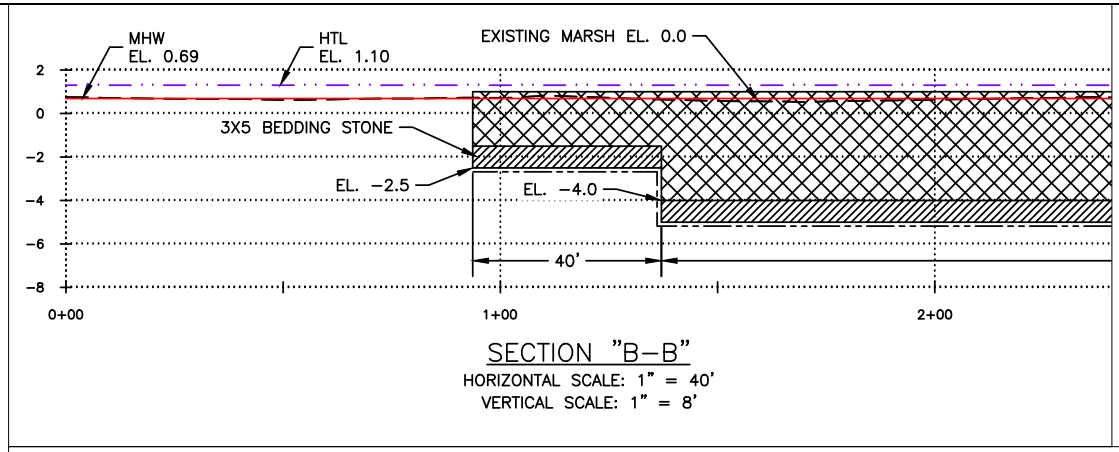
PROJECT NUMBER: DU-TX-3-2

KEITH LAKE FISH PASS
SECTION "A=A"

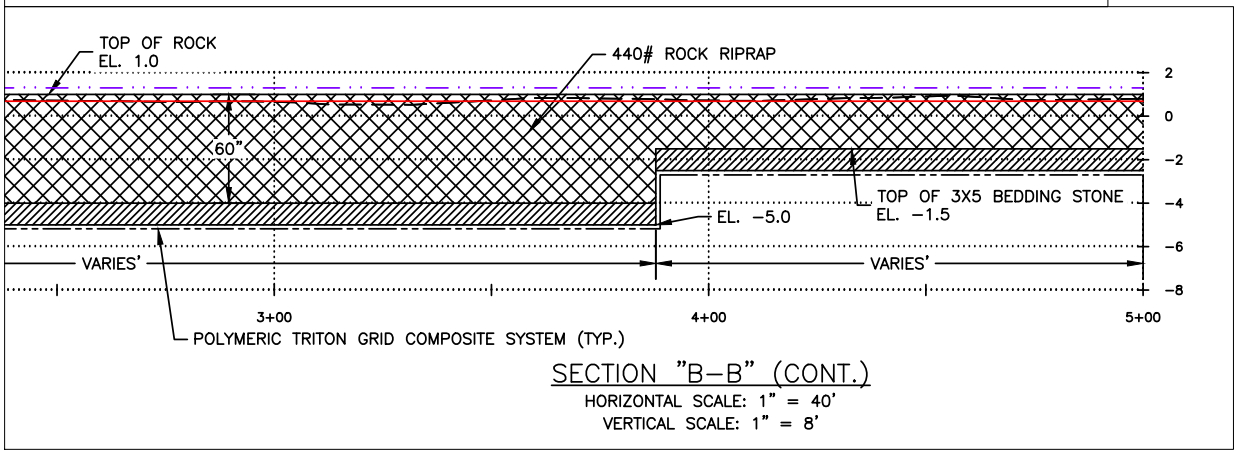
DATE: 8/25

DUCKS UNLIMITED INC.
SOUTHERN REGIONAL OFFICE
193 Business Park Drive; Suite E
Ridgeland, MS 39157
C.O.A. F-001112 EXPIRES: 9/30/24

SHEET NUMBER
5



SECTION "B–B"
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 8'



SECTION "B–B" (CONT.)
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 8'

CROSS SECTIONS LEGEND

- EXISTING GROUND PROFILE
- PROPOSED GRADE PROFILE
- 3X5 BEDDING STONE
- 440# ROCK RIPRAP
- POLYMETRIC TRITON GRID COMPOSITE SYSTEM
- MEAN HIGH WATER – ELEVATION 0.69 (NAVD88)
- DELINEATED HTL (ELEVATION 1.1)

TIDAL DATUMS (NAVD88)
MHHW = 0.81
MHW = 0.69
MTL = 0.03
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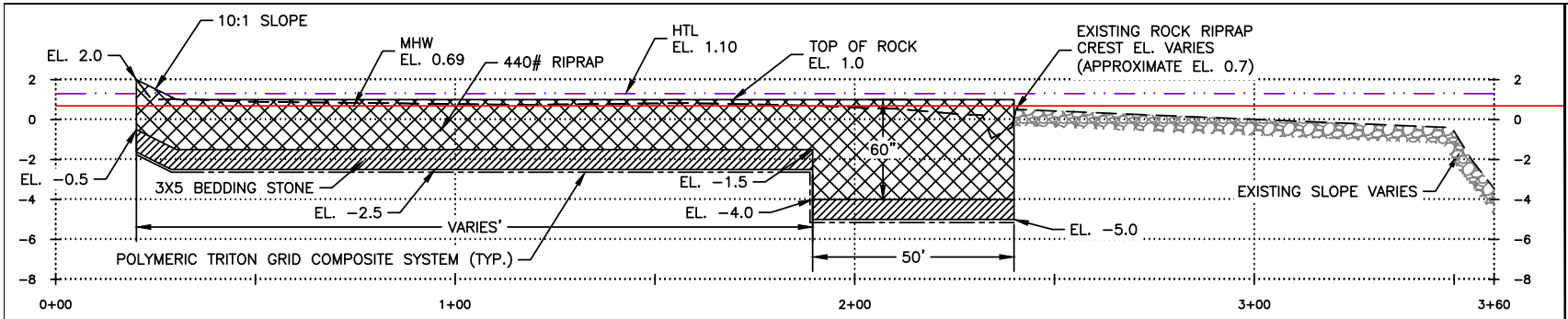
PROJECT NUMBER: DU-TX-3-2

KEITH LAKE FISH PASS
SECTION "B-B"

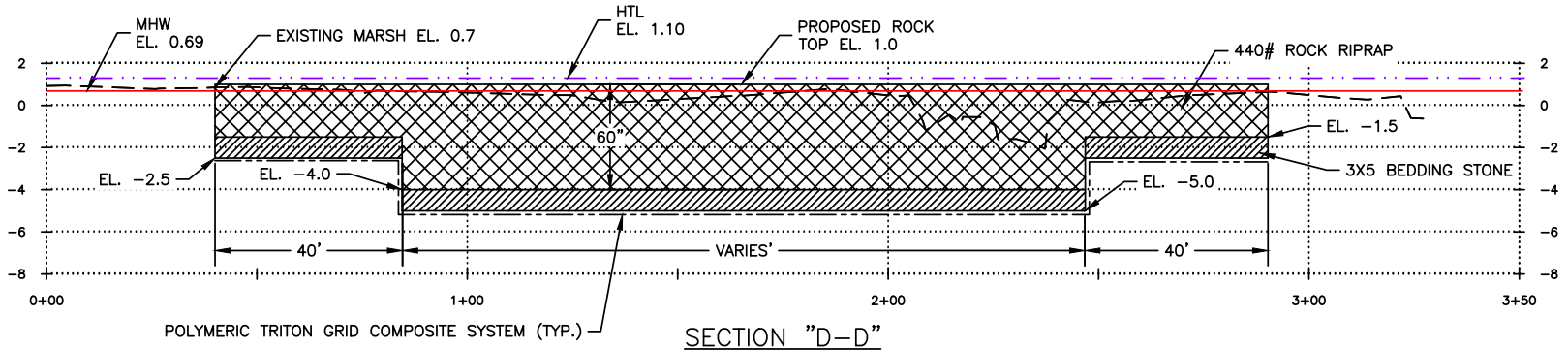
DATE: 8/25

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SOUTHERN REGIONAL OFFICE
193 Business Park Drive; Suite E
Ridgeland, MS 39157
C.O.A. F-001112 EXPIRES: 9/30/24

SHEET NUMBER
6



SECTION "C-C"
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 8'



SECTION "D-D"
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 8'

CROSS SECTIONS LEGEND

- EXISTING GROUND PROFILE
- PROPOSED GRADE PROFILE
- 3X5 BEDDING STONE
- 440# ROCK RIPRAP
- POLYMETRIC TRITON GRID COMPOSITE SYSTEM
- MEAN HIGH WATER – ELEVATION 0.69 (NAVD88)
- DELINEATED HTL (ELEVATION 1.1)

TIDAL DATUMS (NAVD88)
MHHW = 0.81
MHW = 0.69
MTL = 0.03
MLW = -0.64
MLLW = -1.12
*BASED ON TEXAS POINT, SABINE PASS NOAA TIDE GAUGE #8770822
HTL = 1.1 (NAVD88)

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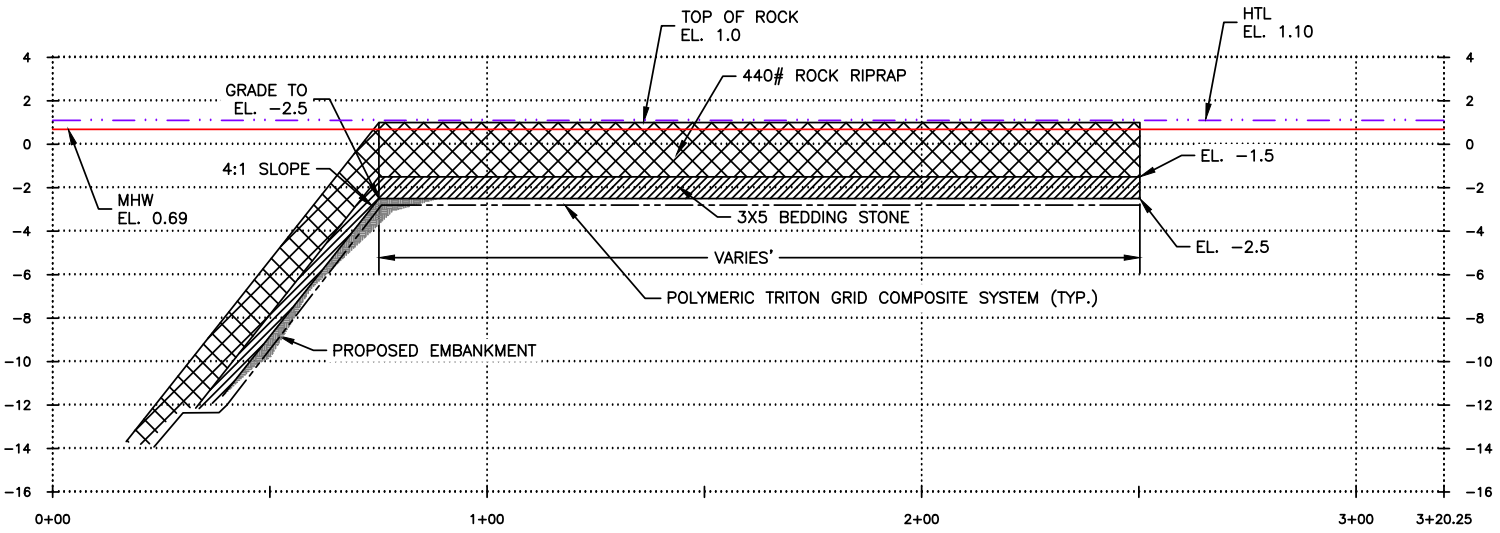
PROJECT NUMBER: DU-TX-3-2

KEITH LAKE FISH PASS
SECTION "C-C" & SECTION "D-D"

DATE: 8/25

DUCKS UNLIMITED INC.
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193 Business Park Drive; Suite E
Ridgeland, MS 39157
C.O.A. F-001112 EXPIRES: 9/30/24

SHEET NUMBER
7



SECTION "E–E"

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 8'

CROSS SECTIONS LEGEND

- EXISTING GROUND PROFILE
- PROPOSED GRADE PROFILE
- 3X5 BEDDING STONE
- 440# ROCK RIPRAP
- POLYMETRIC TRITON GRID COMPOSITE SYSTEM
- MEAN HIGH WATER – ELEVATION 0.69 (NAVD88)
- DELINEATED HTL (ELEVATION 1.1)

TIDAL DATUMS (NAVD88)

MHHW = 0.81
MHW = 0.69
MTL = 0.03
MLW = −0.64
MLLW = −1.12
*BASED ON TEXAS POINT, SABINE PASS NOAA TIDE GAUGE #8770822
HTL = 1.1 (NAVD88)

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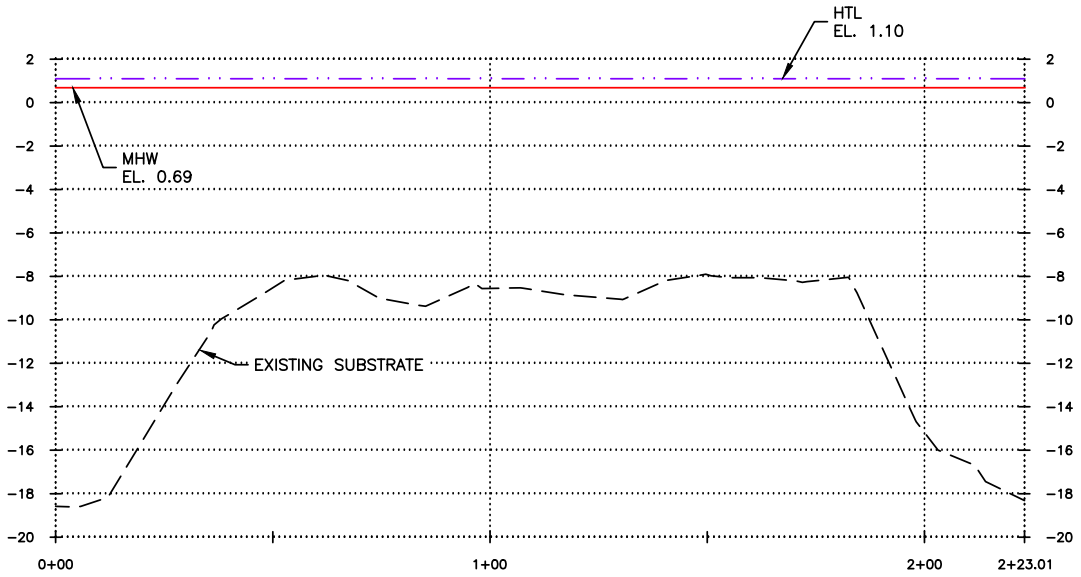
PROJECT NUMBER: DU-TX-3-2

KEITH LAKE FISH PASS
SECTION "E-E"

DATE: 8/25

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C.O.A. F-001112 EXPIRES: 9/30/24

SHEET NUMBER
8



SECTION "F–F"
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 8'

CROSS SECTIONS LEGEND

- EXISTING GROUND PROFILE
- PROPOSED GRADE PROFILE
- 3X5 BEDDING STONE
- 440# ROCK RIPRAP
- POLYMETRIC TRITON GRID COMPOSITE SYSTEM
- MEAN HIGH WATER – ELEVATION 0.69 (NAVD88)
- DELINEATED HTL (ELEVATION 1.1)

TIDAL DATUMS (NAVD88)
MHHW = 0.81
MHW = 0.69
MTL = 0.03
MLW = −0.64
MLLW = −1.12
*BASED ON TEXAS POINT, SABINE PASS NOAA TIDE GAUGE #8770822
HTL = 1.1 (NAVD88)

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PROJECT NUMBER: DU-TX-3-2

KEITH LAKE FISH PASS
SECTION "E-E"

DATE: 8/25

DUCKS UNLIMITED INC.
SOUTHERN REGIONAL OFFICE
193 Business Park Drive; Suite E
Ridgeland, MS 39157
C.O.A. F-001112 EXPIRES: 9/30/24

SHEET NUMBER
9

Open Water - Earthwork Impact Tables					
	Below MHW (0.69 NAVD)	Above MHW (0.69 NAVD)	Below HTL (1.1 NAVD)	Above HTL (1.1 NAVD)	Total Project Quantity
Excavation (CY)	808.42	0	808.42	N/A	27,056
Embankment (CY)	947.41	0	947.41	N/A	947

Wetland - Earthwork Impact Tables					
	Below MHW (0.69 NAVD)	Above MHW (0.69 NAVD)	Below HTL (1.1 NAVD)	Above HTL (1.1 NAVD)	Total Project Quantity
Excavation (CY)	25841.96	0	25841.96	N/A	27,056
Embankment (CY)	0	0	0	N/A	947

Open Water - Armorment Impacts					
	Below MHW (0.69 NAVD)	Above MHW (0.69 NAVD)	Below HTL (1.1 NAVD)	Above HTL (1.1 NAVD)	Total Project Quantity
Ton 440# Stone	12197	0	12197	N/A	52,116
CY 440# Stone	6776.11	0	6776.11	N/A	28,953.33
Ton 3x5 Stone	3367	1513	4880	N/A	19,275
CY 3x5 Stone	1870.67	840.44	2711.11	N/A	10,708.33

Wetland - Armorment Impacts					
	Below MHW (0.69 NAVD)	Above MHW (0.69 NAVD)	Below HTL (1.1 NAVD)	Above HTL (1.1 NAVD)	Total Project Quantity
Ton 440# Stone	39457	0	39457	N/A	52,116
CY 440# Stone	21920.56	0	21920.56	N/A	28,953.33
Ton 3x5 Stone	9806	4405	14211	N/A	19,275
CY 3x5 Stone	5447.78	2447.22	7895	N/A	10,708.33

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PROJECT NUMBER: DU-TX-3-2

KEITH LAKE FISH PASS
IMPACT TABLES

DATE: 8/25

DUCKS UNLIMITED INC.
SOUTHERN REGIONAL OFFICE
193 Business Park Drive; Suite E
Ridgeland, MS 39157
C.O.A. F-001112 EXPIRES: 9/30/24

SHEET NUMBER
10

Brooke Paup, *Chairwoman*
Catarina R. Gonzales, *Commissioner*
Tonya R. Miller, *Commissioner*
Kelly Keel, *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 27, 2026

The Honorable Jeff Branick
Jefferson County
1149 Pearl Street, 4th Floor, Jefferson County Courthouse
Beaumont, Texas 77701

Re: USACE Permit Application No. SWG-2013-00841

Dear Judge Branick:

This 401 Certification supersedes the one dated August 13, 2026, to correct the total amount of material to be discharged. There are no changes to the total permanent impacts.

This letter is in response to the 401 Certification Request dated June 29, 2026, for the Public Notice dated May 12, 2026, on the Jefferson County proposed permit modification to restore the function of the Keith Lake Fish Pass Baffle. The project is located in the Keith Lake Fish Pass in Jefferson County, Texas.

The Texas Commission on Environmental Quality (TCEQ) has reviewed the Public Notice and related application information along with the 401 Certification Request. On behalf of the Executive Director and based on our evaluation of the information contained in these documents, TCEQ certifies that there is reasonable assurance that the project will be conducted in a way that will not violate water quality standards. General information regarding this water quality certification, including special conditions and standard provisions of the certification, is included as an attachment to this letter.

The applicant proposes to modify Department of the Army Permit SWG-2013-00841 to permanently discharge approximately 39,303.08 cubic yards (CY) of fill material into 4.81 acres of tidal wetlands and 1.46 acres of open waters to improve the design of the existing Keith Lake Fish Pass Baffle and restore optimal functionality to the structure. The proposed work also involves dredging of approximately 27,056 CY of material from tidal wetlands and open waters to facilitate placement of the bedding stone and rock rip rap on either side of the baffle and along approximately 750 linear feet of the southern shore of the channel. A total of 947.41 CY of the dredged native material would be placed in open water areas as fill to create an embankment with an elevation of -2.5 and a 4:1 slope along the southern shore of the channel. The remainder of the excavated material would be hauled off-site for disposal. Temporary impacts include 2.18 acres of tidal wetlands, which would be restored to existing grade and planted with smooth cordgrass sprigs.

No wetland mitigation is proposed for this project, as both permanent and temporary wetland impacts would be offset by preservation and/or enhancement of hundreds of acres of wetlands within the Keith Lake System following construction. The applicant analyzed available land loss models and data specific to the Keith Lake system (pre- and post-baffle construction) and estimated that approximately 80 acres of wetlands would be preserved per year within the Keith Lake System once the baffle is repaired/improved and functioning properly.

TCEQ has reviewed this proposed action for consistency with the Texas Coastal Management Program (CMP) goals and policies in accordance with the CMP regulations (Title 31, Texas Administrative Code (TAC), Section (§)505.30) and has determined that the action is consistent with the applicable CMP goals and policies.

This certification was reviewed for consistency with the CMP's development in critical areas policy (31 TAC §501.23) and dredging and dredged material disposal and placement policy (31 TAC §501.25). This certification complies with the CMP goals (31 TAC §501.12(1, 2, 3, 5)) applicable to these policies.

No review of property rights, location of property lines, nor the distinction between public and private ownership has been made, and this certification may not be used in any way with regard to questions of ownership.

If you require additional information or further assistance, please contact Dr. Mary Anne Wallace, Water Quality Assessment Section, Water Quality Division (MC-150), at (512) 239-4604 or by email at mimi.wallace@tceq.texas.gov.

Sincerely,

Robert Sadlier, Deputy Director
Water Quality Division
Texas Commission on Environmental Quality

RS/MAW

Attachment

ccs: Judge Jeff Branick, Jefferson County via e-mail at jeff.branick@jeffersoncountytx.org

Ms. Tanya Matcek, DESCO Environmental Consultants via e-mail at tmatcek@descoenv.com

Ms. Leslie Koza, Texas General Land Office via e-mail at Federal.Consistency@GLO.TEXAS.GOV

Dr. Tasha Metz, Project Manager, US Army Corps of Engineers, via e-mail at Tasha.L.Metz@usace.army.mil

Judge Branick
USACE Permit Application No. SWG-2013-00841
Attachment – Dredge and Fill Certification
Page 1 of 3

WORK DESCRIPTION. As described in the Public Notice dated May 12, 2026, and the 401 Certification Request dated June 29, 2026.

SPECIAL CONDITIONS. None

GENERAL: This certification, issued pursuant to the requirements of Title 30, Texas Administrative Code, Chapter 279, is restricted to the work described in the June 29, 2026, 401 Certification Request and shall be concurrent with the Corps of Engineers (COE) permit. This certification may be extended to any minor revision of the COE permit when such change(s) would not result in an impact on water quality. The Texas Commission on Environmental Quality (TCEQ) reserves the right to require full joint public notice on a request for minor revision. If this application is a modification of an original permit or any modification thereof for which a special condition was cited by the Commission or a predecessor agency, such conditions shall remain valid. The applicant is hereby placed on notice that any activity conducted pursuant to the COE permit which results in a violation of the state's surface water quality standards may result in an enforcement proceeding being initiated by the TCEQ or a successor agency.

STANDARD PROVISIONS. These following provisions attach to any permit issued by the COE and shall be followed by the permittee or any employee, agent, contractor, or subcontractor of the permittee during any phase of work authorized by a COE permit. These conditions are necessary to ensure that the project is conducted in a way that will comply with water quality requirements in accordance with Texas Water Code §26.003 and antidegradation policy in 30 TAC §307.5, and not result in violations of general water quality criteria in 30 TAC 307.4(b)(2)-(5).

1. The water quality of wetlands shall be maintained in accordance with all applicable provisions of the Texas Surface Water Quality Standards including the General, Narrative, and Numerical Criteria.

2. The applicant shall not engage in any activity which will cause surface waters to be toxic to man, aquatic life, or terrestrial life.

3. Permittee shall employ measures to control spills of fuels, lubricants, or any other materials to prevent them from entering a watercourse. All spills shall be promptly reported to the TCEQ by calling the State of Texas Environmental Hotline at 1-800-832-8224.

4. Sanitary wastes shall be retained for disposal in some legal manner. Marinas and similar operations which harbor boats equipped with marine sanitation devices shall provide state/federal permitted treatment facilities or pump out facilities for ultimate transfer to a permitted treatment facility. Additionally, marinas shall display signs in appropriate locations advising boat owners that the discharge of

sewage from a marine sanitation device to waters in the state is a violation of state and federal law.

5. Materials resulting from the destruction of existing structures shall be removed from the water or areas adjacent to the water and disposed of in some legal manner.

6. A discharge shall not cause substantial and persistent changes from ambient conditions of turbidity or color. The use of silt screens or other appropriate methods is encouraged to confine suspended particulates.

7. The placement of any material in a watercourse or wetlands shall be avoided and placed there only with the approval of the Corps when no other reasonable alternative is available. If work within a wetland is unavoidable, gouging or rutting of the substrate is prohibited. Heavy equipment shall be placed on mats to protect the substrate from gouging and rutting if necessary.

8. Dredged Material Placement. Dredged sediments shall be placed in such a manner as to prevent any sediment runoff onto any adjacent property not owned by the applicant. Liquid runoff from the disposal area shall be retained on-site or shall be filtered and returned to the watercourse from which the dredged materials were removed. Except for material placement authorized by this permit, sediments from the project shall be placed in such a manner as to prevent any sediment runoff into waters in the state, including wetlands.

9. If contaminated spoil that was not anticipated or provided for in the permit application is encountered during dredging, dredging operations shall be immediately terminated and the TCEQ shall be contacted by calling the State of Texas Environmental Hotline at 1-800-832-8224. Dredging activities shall not be resumed until authorized by the Commission.

10. Contaminated water, soil, or any other material shall not be allowed to enter a watercourse. Noncontaminated stormwater from impervious surfaces shall be controlled to prevent the washing of debris into the waterway.

11. Stormwater runoff from construction activities that result in a disturbance of one or more acres or are a part of a common plan of development that will result in the disturbance of one or more acres, must be controlled and authorized under Texas Pollutant Discharge Elimination System (TPDES) general permit TXR150000. A copy of the general permit, application (notice of intent), and additional information is available at:
http://www.tceq.texas.gov/permitting/stormwater/construction or by contacting the TCEQ Stormwater Team at (512) 239-4671.

12. Upon completion of earthwork operations, all temporary fills shall be removed from the watercourse/wetland, and areas disturbed during construction shall be seeded, riprapped, or given some other type of protection to minimize subsequent soil erosion. Any fill material shall be clean and of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters.

13. Disturbance to vegetation will be limited to only what is absolutely necessary. After construction, all disturbed areas will be revegetated to approximate the pre-disturbance native plant assemblage.

14. Where the control of weeds, insects, and other undesirable species is deemed necessary by the permittee, control methods which are nontoxic to aquatic life or human health shall be employed when the activity is located in or in close proximity to water, including wetlands.

15. Concentrations of taste and odor producing substances shall not interfere with the production of potable water by reasonable water treatment methods, impart unpalatable flavor to food fish including shellfish, result in offensive odors arising from the water, or otherwise interfere with reasonable use of the water in the state.

16. Surface water shall be essentially free of floating debris and suspended solids that are conducive to producing adverse responses in aquatic organisms, putrescible sludge deposits, or sediment layers which adversely affect benthic biota or any lawful uses.

17. Surface waters shall be essentially free of settleable solids conducive to changes in flow characteristics of stream channels or the untimely filling of reservoirs, lakes, and bays.

18. The work of the applicant shall be conducted such that surface waters are maintained in an aesthetically attractive condition and foaming or frothing of a persistent nature is avoided. Surface waters shall be maintained so that oil, grease, or related residue will not produce a visible film of oil or globules of grease on the surface or coat the banks or bottoms of the watercourse.

19. This certification shall not be deemed as fulfilling the applicant's/permittee's responsibility to obtain additional authorization/approval from other local, state, or federal regulatory agencies having special/specific authority to preserve and/or protect resources within the area where the work will occur.

United States Department of the Interior

FISH AND WILDLIFE SERVICE

Texas Coastal and Central Plains Ecological Services Office
Houston Sub-Office
17629 El Camino Real, Suite 211
Houston, Texas 77058
PHONE: 281/286-8282
FAX: 281/488-5882

In Reply Refer To:
2026-0094306, also 2026-0021827

July 13, 2026

Colonel David W. Dake
District Commander
U.S. Army Corps of Engineers
Galveston District
Attention: Regulatory Division, CESWG-RDE
2000 Fort Point Road
Galveston, Texas 77550

Dear Colonel Dake:

Thank you for the opportunity to review and comment on the request for concurrence for the Keith Lake Fish Baffle Repairs Project, dated June 2026. The purpose of the project is to restore function to the Keith Lake Fish Baffle, which would require the permanent discharge of approximately 10,708.33 cubic yards (CY) of fill into 4.81 acres of tidal wetlands and 1.46 acres of open waters. In addition, the project includes dredging of approximately 27,056 CY of material to facilitate placement of bedding stone and rock rip rap on either side of the baffle and along approximately 750 linear feet of the southern shore of the channel. A total of 947.41 CY of the excavated native material would be placed in open water as fill to create an embankment along the southern shore of the channel. The remainder of the excavated material would be hauled off site for disposal. Board matting will be temporarily placed into 2.18 acres of tidal wetlands, as necessary, to minimize impacts. Temporary work areas in wetlands will be restored to existing grade and revegetated with smooth cordgrass once construction is complete. The project is located in Jefferson County, Texas, and is expected to take approximately 90 days to complete.

The project is regulated by the United States Army Corps of Engineers (USACE). The following endangered, threatened, and proposed species are known to occur in Jefferson County, Texas:

Tricolored bat (*Perimyotis subflavus*) – proposed endangered
West Indian manatee (*Trichechus manatus*) – threatened
Eastern black rail (*Laterallus jamaicensis ssp. jamaicensis*) - threatened
Piping plover (*Charadrius melodus*) – threatened

Red knot (*Calidris canutus rufa*) – threatened
Whooping crane (*Grus americana*) – endangered
Green sea turtle (*Chelonia mydas*) – threatened
Hawksbill sea turtle (*Eretmochelys imbricata*) – endangered
Monarch butterfly (*Danaus plexippus*) – proposed threatened

We are providing our response on the evaluation report and effects determinations in accordance with the Endangered Species Act of 1973 (Act) (16 U.S.C. 1531 et seq.). The USACE determined the project would have "no effect" on piping plover, red knot, whooping crane, green sea turtle, and hawksbill sea turtle due to lack of suitable habitat in the proposed project area. Under Section 7(a)(2) of the Act, consultation is not required for proposed actions that are determined to have no effect on listed species.

The USACE determined that the proposed project "is not likely to jeopardize" the tricolored bat and monarch butterfly. While consultations are required only when the proposed action may affect a listed species, a conference is only required when the proposed action is likely to jeopardize the continued existence of a proposed species or destroy or adversely modify proposed critical habitat. Therefore, conferencing under Section 7 of the Act is not required for this project.

The USACE also determined that the proposed project "may affect, is not likely to adversely affect" eastern black rail and West Indian manatee due to potential suitable habitat and potential presence in the proposed project area. The USACE proposed the following avoidance and minimization measures to be implemented to minimize potential impact to these species:

Avoidance and Minimization Measures

General

- All crew members will attend a training session prior to the initiation of, or their participation in, project work activities. Training will be conducted by qualified personnel and will include: 1) recognition of sea turtles, West Indian manatee, eastern black rail, and their habitats; 2) recognition of other listed species; 3) avoidance and minimization measures; 4) reporting criteria; 5) contact information for different rescue agencies in the area.
- Project equipment and vehicles will be kept to a minimum and will use designated routes. Vehicle access shall be confined to the immediate needs of the project.
- The area around any idle vehicles will be checked for wildlife prior to moving. If a suspected threatened and endangered species is observed, this will be immediately reported to the project POC to notify the appropriate agency.
- All equipment will be regularly checked for leaks. If any leaks are found, they will be addressed and cleaned up immediately.
- Spill prevention and best management practices will be in place according to the contractor's standard operating procedures.
- All trash resulting from daily work activities will be properly secured until removed and disposed of from the vessels, equipment, and work vehicles each day.

Eastern Black Rail (BLRA)

- Project activities, including clearing of habitat, in suitable BLRA habitat will occur outside of the BLRA breeding and nesting season (March 1 – September 30).
- Clearing of BLRA habitat will be done in a way that allows for the escape of BLRA towards refugia areas, which will remain after the completion of the project. Project managers will avoid clearing in a way that creates isolated pockets of suitable BLRA habitat. This will be done by linear clearing in the direction of refugia and avoiding clearing by decreasing concentric circles, and equipment will be operated at a slow enough speed to allow for the escape of birds. The contractor will begin clearing at the water's edge and work its way inland until the entirety of the permanent project footprint is cleared.
- A biological monitor will be present on-site to survey the work area to any habitat clearing, regardless of project timing. Once the habitat is cleared, and it is rendered unsuitable for BLRA, no biological monitoring would be necessary or implemented.
- Marking the project boundary will be conducted in cases where there is risk of damage to areas outside of the project area. Markers will remain up throughout all proposed activities, once the project is completed, the markers will be removed and disposed of properly off-site.
- Operation will only be conducted during daylight hours.
- Contractors will minimize traffic in temporary access routes, therefore minimizing the construction footprint (i.e. limited paths) to the maximum extent possible.
- Efforts will be made to mitigate noise and vibration in project areas adjacent to BLRA habitat (i.e. within the action area).
- Upon completion of operations, the applicant will revegetate temporary work areas with native plants which match the local site composition. Planting of woody species will be avoided.
- Upon discovery of any injured BLRA, the Texas Coastal and Central Plains Ecological Services Field Office – Houston will be contacted [(281) 286-8282], and the individual will be immediately transported to a veterinary facility for appropriate veterinary care.

West Indian Manatee

- All work, equipment, and vessel operation should cease if a manatee is spotted within a 50-foot radius (buffer zone) of the active work area. Once the manatee has left the buffer zone of its own accord (manatees must not be herded or harassed into leaving), or after 30 minutes have passed without additional sightings, work may resume.
- If a manatee(s) is sighted within 100-feet of the project area, all vessels associated with the project should operate at "no wake/idle" speed within the construction area and at all times while in water where the draft of the vessel provides less than a 4-foot clearance from the bottom. Vessels should follow routes of deep water whenever possible.
- All in-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping to prevent entrapment. Avoid having excess line in the water.
- Collisions with, injury to, or sightings of manatees should be immediately reported to the Texas Marine Mammal Standing Network ((1-800-9MAMMAL) (1-800-962- 6625) and the Service's Texas Coastal and Central Plains Ecological Services Office (361-533-6765).

Provide the reason for the call (i.e., report of an incident, manatee sighting, etc.); time of incident/sighting; and the approximate location, including the latitude and longitude coordinates, if possible.

Based on the implementation of these measures and that the proposed project impacts are temporary, the Service concurs with the "may affect, not likely to adversely affect" determination for eastern black rail and West Indian manatee.

No further endangered species consultation will be required unless: 1) the proposed action is subsequently modified in a manner that causes an effect on a listed species or designated critical habitat; 2) new information reveals the proposed action may affect federally listed species or designated critical habitat in a manner or to an extent not previously considered; or 3) if a new species is listed or a critical habitat is designated under the Act that may be affected by the proposed action.

If you have any questions or comments, please contact Courtney Dvorsky at courtney_dvorsky@fws.gov or by phone at (832) 205-3926. Please use the Service consultation code 2026-0094306 in any future correspondence. Thank you for your coordination on this project.

Sincerely,

CATHERINE YEARGAN Digitally signed by CATHERINE YEARGAN Date: 2026.07.13 18:09:11 -05'00'

Catherine Yeargan
Field Supervisor

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant:	File Number:	Date:
Attached is:		See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL WITHOUT PREJUDICE	C
	PERMIT DENIAL WITH PREJUDICE	D
	APPROVED JURISDICTIONAL DETERMINATION	E
	PRELIMINARY JURISDICTIONAL DETERMINATION	F

SECTION I

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/ or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL WITHOUT PREJUDICE: Not appealable
You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: You may appeal the permit denial
You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information for reconsideration

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

- RECONSIDERATION: You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

F: PRELIMINARY JURISDICTIONAL DETERMINATION: Not appealable
You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision you may contact:	If you have questions regarding the appeal process, or to submit your request for appeal, you may contact:
	Administrative Appeals Review Officer Southwestern Division U.S. Army Corps of Engineers (CESWD-PD-O) 1100 Commerce Street, Suite 831 Dallas, Texas 75242-1317 Contact email: swdregulatoryappeals@usace.army.mil

SECTION II – REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. Use additional pages as necessary. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation and will have the opportunity to participate in all site investigations.

_____ Signature of appellant or agent.	Date:
Email address of appellant and/or agent:	Telephone number:

15% of $10,000,000. AMOUNT OF POLICY AT TIME OF LOSS	SWORN STATEMENT IN PROOF OF LOSS TO THE	**W3452A230101** POLICY NUMBER
		BEAZL100005241652 CLAIM NUMBER
02/01/23 ISSUED		**McGriff** AGENT
02/01/24 EXPIRES	**Certain Underwriters**	**16.014088.MI** McLARENS FILE #

at **Lloyds of London c/o Beazley**

At time of loss, by the above indicated policy of insurance you insured **Jefferson County** against loss by covered causes of loss to the property described in the Policy, according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN A **Property** loss occurred on the **15th** Day of **April** **2023**
The cause and origin of the said loss were: **Hail**

OCCUPANCY The buildings described, or containing the property described, were occupied at the time of loss as follows, and for no other purpose whatsoever: **Operations of the County.**

TITLE AND INTEREST At the time of the loss the interest of your insured in the property described therein was: **Owner**
No other person had any interest therein or encumbrance thereon, except: **No Exceptions**

CHANGES Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: **No changes.**

TOTAL INSURANCE THE TOTAL AMOUNT OF INSURANCE upon the property described by this policy was, at the time of the loss, **15% of 10,000,000. or $1,500,000.** as more particularly specified in the apportionment attached under the Policy.

Final Replacement Cost Estimate as of June 30 2026:	$2,252,406.79
Subtract non-recoverable depreciation (Annex 1):	*-$2,924.46*
Subtract unincurred Code costs (Annex 1; Annex 2):	*-$8,245.80*
Final Replacement Cost Loss as of June 30 2026:	$2,241,236.53
Deductible:	*-$100,000.00*
FINAL REPLACEMENT COST CLAIM MEASURE:	$2,141,236.53
Beazley market share:	x 15%
Beazley share of claim:	$321,185.48
Beazley advance claim payment #1:	*-$61,597.45*
Beazley partial claim payment #2:	*-$44,983.74*
Beazley partal claim settlement #3:	*-$112,321.52*

AMOUNT CLAIMED The final replacement cost claim under the above-referenced policy is **$102,282.77**

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of Texas

County of _____

X
INSURED SIGNATURE

Print Insured Name

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public

10% of $50,000,000. AMOUNT OF POLICY AT TIME OF LOSS	SWORN STATEMENT IN PROOF OF LOSS TO THE	**061383957** POLICY NUMBER
		1629541681US CLAIM NUMBER
02/01/23 ISSUED		**McGriff** AGENT
02/01/24 EXPIRES	**Underwriters**	**16.014088.MI** McLARENS FILE #

at **Lexington Insurance Company**

At time of loss, by the above indicated policy of insurance you insured **Jefferson County**

against loss by covered causes of loss to the property described in the Policy, according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN A **Property** loss occurred on the **15th** Day of **April** **2023**

The cause and origin of the said loss were: **Hail**

OCCUPANCY The buildings described, or containing the property described, were occupied at the time of loss as follows, and for no other purpose whatsoever: **Operations of the County.**

TITLE AND INTEREST At the time of the loss the interest of your insured in the property described therein was: **Owner**

No other person had any interest therein or encumbrance thereon, except: **No Exceptions**

CHANGES Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: **No changes.**

TOTAL INSURANCE THE TOTAL AMOUNT OF INSURANCE upon the property described by this policy was, at the time of the loss, **10% of 50,000,000. or $5,000,000.** as more particularly specified in the apportionment attached under the Policy.

Final Replacement Cost Estimate as of June 30 2026:	$2,252,406.79
Subtract non-recoverable Depreciation (Annex 1):	*-$2,924.46*
Subtract unincurred Code costs (Annex 1; Annex 2):	*-$8,245.80*
Final Replacement Cost Loss as of June 30 2026:	$2,241,236.53
Deductible:	*-$100,000.00*
FINAL REPLACEMENT COST CLAIM MEASURE:	$2,141,236.53
Lexington Insurance market share:	x 10%
Lexington Insurance share of claim:	$214,123.65
Lexington Insurance advance claim payment #1:	*-$41,064.97*
Lexington Insurance partial claim payment #2:	*-$29,989.16*
Lexington Insurance partial claim settlement #3:	*-$74,881.01*

AMOUNT CLAIMED The final replacement cost claim under the above-referenced policy is **$68,188.51**

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of Texas

County of _____

X _____
INSURED SIGNATURE

_____
Print Insured Name

Subscribed and sworn to before me this _____ day of _____ 20_____

_____
Notary Public

25% of $10,000,000. AMOUNT OF POLICY AT TIME OF LOSS	SWORN STATEMENT IN PROOF OF LOSS TO THE	**42-PRP-313890-03** POLICY NUMBER
		PR2310160118 CLAIM NUMBER
02/01/23 ISSUED		**McGriff** AGENT
02/01/24 EXPIRES	**Underwriters**	**16.014088.MI** McLARENS FILE #

at **National Fire & Marine Insurance Company**

At time of loss, by the above indicated policy of insurance you insured **Jefferson County** against loss by covered causes of loss to the property described in the Policy, according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN A **Property** loss occurred on the **15th** Day of **April** **2023**
The cause and origin of the said loss were: **Hail**

OCCUPANCY The buildings described, or containing the property described, were occupied at the time of loss as follows, and for no other purpose whatsoever: **Operations of the County.**

TITLE AND INTEREST At the time of the loss the interest of your insured in the property described therein was: **Owner**
No other person had any interest therein or encumbrance thereon, except: **No Exceptions**

CHANGES Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: **No changes.**

TOTAL INSURANCE THE TOTAL AMOUNT OF INSURANCE upon the property described by this policy was, at the time of the loss, **25% of 10,000,000. or $2,500,000.** as more particularly specified in the apportionment attached under the Policy.

Final Replacement Cost Estimate as of June 30 2026:	$2,252,406.79
Subtract non-recoverable depreciation (Annex 1):	*-$2,924.46*
Subtract unincurred Code costs (Annex 1; Annex 2):	*-$8,245.80*
Final Replacement Cost Loss as of June 30 2026:	$2,241,236.53
Deductible:	*-$100,000.00*
FINAL REPLACEMENT COST CLAIM MEASURE:	$2,141,236.53
National Fire & Marine market share:	x 25%
National Fire & Marine share of claim	$535,309.13
NFMI advance claim payment 1:	*-$102,662.42*
NFMI partial claim payment 2:	*-$74,972.90*
NFMI supplemental claim settlement #3:	*-$187,202.54*

AMOUNT CLAIMED **The final replacement cost claim under the above-referenced policy is** **$170,471.27**

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of Texas

County of _____

X
INSURED SIGNATURE

Print Insured Name

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public

5% of $30,000,000. AMOUNT OF POLICY AT TIME OF LOSS	SWORN STATEMENT IN PROOF OF LOSS TO THE	**PAR-00003F8-01** POLICY NUMBER
		PL23-000-3468 CLAIM NUMBER
02/01/23 ISSUED		**McGriff** AGENT
02/01/24 EXPIRES	**Underwriters**	**16.014088.MI** McLARENS FILE #

at **Westfield Specialty Insurance Company**

At time of loss, by the above indicated policy of insurance you insured

Jefferson County

against loss by covered causes of loss to the property described in the Policy, according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN A **Property** loss occurred on the **15th** Day of **April** **2023**

The cause and origin of the said loss were: **Hail**

OCCUPANCY The buildings described, or containing the property described, were occupied at the time of loss as follows, and for no other purpose whatsoever: **Operations of the County.**

TITLE AND INTEREST At the time of the loss the interest of your insured in the property described therein was: **Owner**

No other person had any interest therein or encumbrance thereon, except: **No Exceptions**

CHANGES Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: **No changes.**

TOTAL INSURANCE THE TOTAL AMOUNT OF INSURANCE upon the property described by this policy was, at the time of the loss, **5% of $30,000,000. or $1,500,000.** as more particularly specified in the apportionment attached under the Policy.

Final Replacement Cost Estimate as of June 30 2026:	$2,252,406.79
Subtract non-recoverable Depreciation (Annex 1):	*-$2,924.46*
Subtract unincurred Code costs (Annex 1; Annex 2):	*-$8,245.80*
Final Replacement Cost Loss as of June 30 2026:	$2,241,236.53
Deductible:	*-$100,000.00*
FINAL REPLACEMENT COST CLAIM MEASURE:	$2,141,236.53
Westfield market share:	x 5%
Westfield Specialty share of claim:	$107,061.83
Westfield advance claim payment #1:	*-$35,527.06*
Westfield Specialty supplemental claim settlement #2:	*-$37,440.51*

AMOUNT CLAIMED The final replacement cost claim under the above-referenced policy is **$34,094.26**

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of Texas

County of _____

X
INSURED SIGNATURE

Print Insured Name

Subscribed and sworn to before me this _____ day of _____ 20_____

_____
Notary Public