

REGULAR, 9/8/2014 1:30:00 PM

BE IT REMEMBERED that on September 08, 2014, there was begun and holden a REGULAR 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 Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable G. Mitch Woods, Sheriff (ABSENT)

Rod Carroll

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
September 08, 2014

Jeff R. Branick, County Judge
Eddie Arnold, Commissioner, Precinct One
Brent A. Weaver, 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 08, 2014**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **08th** day of **September 2014** at its regular meeting place in the Commissioner's Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** 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:

INVOCATION: Brent A. Weaver, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

PURCHASING:

1. Approve specifications for (IFB 14-040/JW), Sale of Law Books.

SEE ATTACHMENTS ON PAGES 13 - 22

**Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

2. Receive and file bids for (IFB 14-033/JW), Re-bid Term Contract for Road Building Materials for Jefferson County.

SEE ATTACHMENTS ON PAGES 23 - 116

**Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

3. No Bids Received on (IFB 14-034/KJS), Term Contract for Lease of Hangar # 7 at Jack Brooks Regional Airport.

**Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

4. Award, execute, receive and file Acceptance of Offer for (IFB 14-033/JW), Re-bid Term Contract for Road Building Materials for Jefferson County with APAC-Texas, Martin Marietta Materials, and Vulcan Materials Company, as shown on Attachment A.

SEE ATTACHMENTS ON PAGES 117 - 128

**Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

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5. Award, execute, receive and file Acceptance of Offer for (IFB 14-032/JW), Term Contract for Paper Stock & Envelopes for Jefferson County with Bosworth Papers, Inc. and Olmsted Kirk Paper Co., as shown on Attachment B.

SEE ATTACHMENTS ON PAGES 129 - 137

**Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

6. Consider and approve, execute, receive and file a renewal for (IFB 13-013/JW), Term Contract for Janitorial Services for Jefferson County with Member's Building Maintenance, LLC. for the first additional one (1) year renewal from September 22, 2014 to September 21, 2015.

SEE ATTACHMENTS ON PAGES 138 - 138

**Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

7. Consider and approve, execute, receive and file a renewal for (IFB 10-055/KJS), Term Contract for HVAC Maintenance & Repair for Ford Park (Jefferson County) for a fourth additional one (1) year renewal from October 22, 2014 to October 21, 2015.

SEE ATTACHMENTS ON PAGES 139 - 139

**Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

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

SEE ATTACHMENTS ON PAGES 140 - 142

**Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

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COUNTY AUDITOR:

9. Consider and approve budget transfer - Road & Bridge, Precinct 4 - additional cost.

| | | | |
|-------------------|-----------------|------------|------------|
| 114-0402-431-3001 | ASPHALT | \$1,700.00 | |
| 114-0405-431-4057 | WATER AND SEWER | \$400.00 | |
| 114-0405-431-1005 | EXTRA HELP | | \$1,200.00 |
| 114-0402-431-1005 | EXTRA HELP | | \$400.00 |
| 116-0609-452-3074 | SAND/DIRT | | \$300.00 |
| 116-0611-452-4056 | ELECTRICITY | | \$200.00 |

SEE ATTACHMENTS ON PAGES 143 - 143

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

10. Consider and approve budget transfer - Road & Bridge, Precinct 4 - additional cost.

| | | | |
|-------------------|-------------|------------|------------|
| 114-0405-431-4056 | ELECTRICITY | \$1,800.00 | |
| 114-0406-431-1005 | EXTRA HELP | | \$1,800.00 |

SEE ATTACHMENTS ON PAGES 144 - 144

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

11. Consider and approve budget transfer - Road & Bridge, Precinct 4 - additional cost.

| | | | |
|-------------------|--------------------------|------------|----------|
| 114-0402-431-3001 | ASPHALT | \$2,323.00 | |
| 114-0405-431-4008 | AUTOMOBILES AND TRUCKS | | \$200.00 |
| 114-0407-431-5021 | DUES/SUBSCRIPTIONS | | \$173.00 |
| 116-0609-452-3015 | CEMENT, CONCRETE, ETC. | | \$350.00 |
| 116-0609-452-4011 | EQUIPMENT- MISCELLANEOUS | | \$300.00 |
| 116-0611-452-3074 | SAND/DIRT | | \$500.00 |
| 116-0611-452-3084 | MINOR EQUIPMENT | | \$400.00 |

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| | | | |
|-------------------|---------------------|--|----------|
| 116-0611-452-5077 | CONTRACTUAL SERVICE | | \$400.00 |
|-------------------|---------------------|--|----------|

SEE ATTACHMENTS ON PAGES 145 - 146

**Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

12. Consider and approve budget transfer - County Court @ Law II - replacement of computer.

| | | | |
|-------------------|--------------------|------------|------------|
| 120-2052-412-6002 | COMPUTER EQUIPMENT | \$1,505.00 | |
| 120-2052-412-3084 | MINOR EQUIPMENT | | \$1,505.00 |

SEE ATTACHMENTS ON PAGES 147 - 147

**Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

13. Consider and approve budget transfer - Dispute Resolution - replacement of printer.

| | | | |
|-------------------|-----------------|----------|----------|
| 120-2060-412-3084 | MINOR EQUIPMENT | \$469.00 | |
| 120-2060-412-5001 | ADVERTISING | | \$469.00 |

SEE ATTACHMENTS ON PAGES 148 - 148

**Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

14. Consider and approve budget transfer - Constable, Precinct 1 - purchase of video camera systems for five vehicles.

| | | | |
|-------------------|-----------------|-------------|-------------|
| 120-3065-425-3084 | MINOR EQUIPMENT | \$17,000.00 | |
| 120-3065-425-1005 | EXTRA HELP | | \$7,000.00 |
| 120-3065-425-1095 | EDUCATION PAY | | \$10,000.00 |

SEE ATTACHMENTS ON PAGES 149 - 150

Action: TABLED

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15. Consider and approve budget transfer - Constable, Precinct 6 - purchase of video camera systems for three vehicles.

| | | | |
|-------------------|-------------------------|-------------|-------------|
| 120-3070-425-6035 | COMMUNICATION EQUIPMENT | \$29,000.00 | |
| 120-3070-425-1005 | EXTRA HELP | | \$20,000.00 |
| 120-3070-425-1098 | OVERTIME ALLOWANCE | | \$2,725.00 |
| 120-3070-425-3084 | MINOR EQUIPMENT | | \$6,275.00 |

SEE ATTACHMENTS ON PAGES 151 - 153

Action: TABLED

16. Consider and approve budget transfer - Mid County Maintenance - additional cost.

| | | | |
|-------------------|-----------------------|------------|------------|
| 120-6085-416-4009 | BUILDINGS AND GROUNDS | \$1,500.00 | |
| 120-6085-416-1005 | EXTRA HELP | | \$1,500.00 |

SEE ATTACHMENTS ON PAGES 154 - 154

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

17. Consider and approve budget transfer - 58th District Court - replacement of computer.

| | | | |
|-------------------|--------------------|------------|------------|
| 120-2033-412-6002 | COMPUTER EQUIPMENT | \$1,505.00 | |
| 120-2033-412-5062 | TRAVEL EXPENSE | | \$1,505.00 |

SEE ATTACHMENTS ON PAGES 155 - 155

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

18. Receive and file Financial and Operating Statements for the Month Ending July 31, 2014.

SEE ATTACHMENTS ON PAGES 156 - 170

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

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19. Regular County Bills - check #397699 through check #397930 (9/1/2014) and check #397931 through check #398126 (9/8/2014).

SEE ATTACHMENTS ON PAGES 171 - 188

**Motion by: Commissioner Sinegal
Second by: Commissioner Arnold
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

COUNTY CLERK:

20. Consider and possibly approve a polling location change for the November 4, 2014, General, Special and Joint Election from Highland Park Elementary to Nederland City Hall, 207 N 12th Street, Nederland, TX.

SEE ATTACHMENTS ON PAGES 189 - 189

**Motion by: Commissioner Sinegal
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

COUNTY COMMISSIONERS:

21. Consider and possibly approve a Proclamation for the Julie Rogers Gift of Life Breast Cancer and Ovarian Cancer months and the Julie Rogers Gift of Life Program Day.

SEE ATTACHMENTS ON PAGES 190 - 191

**Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

22. Consider and possibly approve a Proclamation for National Recovery Month.

SEE ATTACHMENTS ON PAGES 192 - 192

**Motion by: Commissioner Arnold
Second by: Commissioner Sinegal
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED**

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23. Consider, possible approve, authorize the County Judge to execute and receive and file a Quit Claim Deed from Jefferson County, Texas to Jefferson County Drainage District No. 6 to provide 60 foot right-of-way for the County road known as Green Pond Gully Road. This is part of the Inter-local agreement between the County and the Drainage District to complete work for relocation of Green Pond Gulley road and the existing crossover on U.S Hwy-90 at Green Pond Gulley Road pursuant to Chapter 791, Texas Government Code.

SEE ATTACHMENTS ON PAGES 193 - 198

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

24. Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County and Jefferson County Drainage District No. 6 for relocation of Green Pond Gulley road the existing crossover on U.S Hwy-90 at Green Pond Gulley Road pursuant to Chapter 791, Texas Government Code.

SEE ATTACHMENTS ON PAGES 199 - 222

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

25. Consider and possible approve, execute, receive and file the appointment of Karl Wadenpfehl filling the unexpired term for Larry Landry which ends December 31, 2015 as commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners. (This appointment is by Commissioner Arnold).

SEE ATTACHMENTS ON PAGES 223 - 223

Motion by: Commissioner Alfred
Second by: Commissioner Weaver
In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred
Action: APPROVED

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26. Consider and approve renewal of Title IV-E Child Welfare and Legal Services contracts with the Texas Department of Family and Protective Services. Renewal dates are 10/1/2014 to 9/30/2015.

SEE ATTACHMENTS ON PAGES 224 - 244

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

27. Consider and approve Mothers Against Drunk Driving (MADD) to the list of organizations for jury donation in accordance with Government Code 61.003.

SEE ATTACHMENTS ON PAGES 245 - 247

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

28. Consider and approve acceptance of two sculptures for the Ben J. Rogers Visitors Center from Regina Rogers.

SEE ATTACHMENTS ON PAGES 248 - 248

Motion by: Commissioner Alfred

Second by: Commissioner Weaver

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

DISTRICT CLERK:

29. Consider, possibly approve, and authorize the County Judge to execute Contract No.15-C0051 between Jefferson County and the Office of the Texas Attorney General for reimbursement of certain fees with the Family Law Division of the District Clerk's Office.

SEE ATTACHMENTS ON PAGES 249 - 289

Action: TABLED

HUMAN RESOURCES:

30. Consider and possibly approve granting up to a 90- day leave without pay for Russell Gautreaux, a Road and Bridge Pct. 1 employee.

Motion by: Commissioner Arnold

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

SHERIFF'S DEPARTMENT:

31. Receive and file executed Amendment to the Collective Bargaining Agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association.

SEE ATTACHMENTS ON PAGES 290 - 292

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

32. Consider and possibly approve an additional 90 days medical leave without pay for Aliceson Ritter due to the severity of her medical condition.

SEE ATTACHMENTS ON PAGES 293 - 293

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

ADDENDUMS

Notice of Meeting and Agenda and Minutes
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33. Consider, possibly approve and authorize the County Judge to execute the Auto Theft Task Force Grant for FY 2015, which is a continuation of a joint application with Law Enforcement Agencies from Beaumont, Jefferson County, Port Arthur, Orange County, Hardin County and Jasper County.

SEE ATTACHMENTS ON PAGES 294 - 349

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE
Advertisement for Invitation for Bids

September 8, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-04/JW, Sale of Law Books. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, 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. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Sale of Law Books
BID NO: IFB 14-040/JW
DUE DATE/TIME: 11:00 AM, Tuesday, September 30, 2014
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
 Purchasing Agent
 Jefferson County, Texas

Publish: Beaumont Enterprise - September 10th & 17th, 2014
 Port Arthur News – September 10th, 2014

IFB 14-040/JW
Sale of Law Books
Bids due: 11:00 AM, Tuesday, September 30, 2014

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BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN “X” ABOVE) WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE ([HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM](http://www.co.jefferson.tx.us/purchasing/main.htm)) TO SEE IF ADDENDA OR ADDITIONAL INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT IN A BID BEING DECLARED AS NON-RESPONSIVE.

Instructions to Bidders

1. Bid Submission

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

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

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.

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Bid Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

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

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

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids 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.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

4. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

5. County Holidays – 2014:

| | | |
|----------------|-----------------|-----------------------------|
| January 1 | Wednesday | New Year's Day |
| January 20 | Monday | Martin Luther King, Jr. Day |
| February 17 | Monday | President's Day |
| April 18 | Friday | Good Friday |
| May 26 | Monday | Memorial Day |
| July 4 | Friday | Independence Day |
| September 1 | Monday | Labor Day |
| November 11 | Tuesday | Veterans Day |
| November 27-28 | Thursday-Friday | Thanksgiving |
| December 25-26 | Thursday-Friday | Christmas |

6. **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.

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 nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

8. **Contract**

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

9. **Waiver of Subrogation**

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

10. **Fiscal Funding**

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

11. **Bid Results**

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. **Changes and Addenda to Bid Documents**

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be

the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. Delivery

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

15. Interpretation of Bid and/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. Minority-Women Business Enterprise Participation

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

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us, Phone: 409-835-8593, regarding any questions or comments. Please reference bid number 14-040/JW.

1. Objective

Jefferson County seeks to sell law books that were previously housed and utilized in the Jefferson County Law Library.

2. Scope

The Purchasing Department will receive sealed bids for the Sale of Law Books. The books will be sold as listed on the Bid Form. All offers must be submitted on the official bid form included as part of this IFB.

The successful bidder shall be solely responsible for picking up and transporting the books.

3. Description

The law books being sold are listed below:

Southwestern Reporter 1st (vols. 11-300)

U.S.C.A. Constitution and Titles 1 to 50 App. w/Tables and Index (2010)

US Code Congressional and Administrative News (Federal session laws) – 77th

Congress (1941) to 111th Congress (2010)

*Supreme Court Digest L.Ed (vols. 1-22) (2013)

*U.S. Supreme Court Lawyers Edition Bound Volumes 1st (L.Ed. vols. 1-100)
2nd (L.Ed.2d vols. 1-181) – ACTIVE w/2013 Annual Supp pamphlets

*Lawyers Ed. Advanced Sheet Service

West's Federal Practice Digest 4th Ed. (2010)

Federal Practice & Procedure Set (2010)

Federal Sentencing Law & Practice Set (2011)

West's Federal Forms Set (2010)

*** INDICATES A CURRENT SET.**

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

| | | | | |
|--|-------|-------|---|-------|
| _____ | | | For clarification of this offer, contact: | |
| Company Name | | | _____ | |
| _____ | | | Name | |
| Address | | | _____ | |
| _____ | _____ | _____ | _____ | _____ |
| City | State | Zip | Phone | Fax |
| _____ | | | _____ | |
| Signature of Person Authorized to Sign | | | E-mail | |
| _____ | | | | |
| Printed Name | | | | |
| _____ | | | | |
| Title | | | | |

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items: Sale of Law Books.

The Contractor is now bound to buy 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.

Payment shall be made by the successful bidder within fifteen (15) days, by guaranteed funds, of notification of award.

This contract shall henceforth be referred to as Contract No. IFB 14-040/JW.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

BIDDER MUST RETURN THIS PAGE WITH OFFER

Bid Form

| Item Description | Bid Amount |
|--|------------|
| Southwestern Reporter 1 st (vols. 11-300) | \$ |
| U.S.C.A. Constitution and Titles 1 to 50 App. w/Tables and Index (2010) | \$ |
| US Code Congressional and Administrative News (Federal session laws) – 77 th Congress (1941) to 111 th Congress (2010) | \$ |
| *Supreme Court Digest L.Ed (vols. 1-22) (2013) | \$ |
| *U.S. Supreme Court Lawyers Edition Bound Volumes: 1 st (L.Ed. vols. 1-100) 2nd (L.Ed.2d vols. 1-181) – ACTIVE w/2013 Annual Supp pamphlets | \$ |
| *Lawyers Ed. Advanced Sheet Service | \$ |
| West’s Federal Practice Digest 4 th Ed. (2010) | \$ |
| Federal Practice & Procedure Set (2010) | \$ |
| Federal Sentencing Law & Practice Set (2011) | \$ |
| West’s Federal Forms Set (2010) | \$ |

* INDICATES CURRENT SET.

Payment shall be made by the successful bidder, by guaranteed funds, within fifteen (15) days of notification of award. Payment will be made to:

**Jefferson County Auditor
Attention: Patrick Swain
1149 Pearl Street, 7th Floor
Beaumont, TX 77701**

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

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:

APAC - TEXAS
Company Name

For clarification of this offer, contact:

P.O. Box 20779
Address

REBECCA RUTLEDGE
Name

BEAUMONT TX 77720
City State Zip

409 284 2600 409 846 5541
Phone Fax

REBECCA RUTLEDGE
Signature of Person Authorized to Sign

rhrutledge@apac.com
E-mail

REBECCA RUTLEDGE
Printed Name

MATERIALS SALES MANAGER
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-033/JW, Re-bid Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

1A. Rock Asphalt – Truck Delivery

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|---|------------------------|--|---------------------------------------|---------------------------------------|
| | | China Rd. | Viterbo Rd. | Boyt Rd. |
| A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments: | | | | |
| 1. | Item 302 Type PB Gr 3 | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton |
| 2. | Item 302 Type PB Gr 4 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 3. | Item 302 Type PB Gr 4S | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| B. Precoated Rock Asphalt Aggregates for Surface Treatments: | | | | |
| 1. | Item 302 Type PB Gr 4 | \$ <u>80.⁷⁰</u> per ton | \$ <u>79.⁷⁵</u> per ton | \$ <u>79.⁷⁵</u> per ton |

1B. Rock Asphalt – Truck Delivery

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|--|------------------------|--|---------------------------------------|---------------------------------------|---------------------------------------|
| | | Rosedale | LaBelle | Hamshire | Hebert |
| A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments | | | | | |
| 1. | Item 302 Type PB Gr 3 | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton |
| 2. | Item 302 Type PB Gr 4 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 3. | Item 302 Type PB Gr 4S | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| B. Precoated Rock Asphalt Aggregates for Surface Treatments | | | | | |
| 1. | Item 302 Type PB Gr 4S | \$ <u>78.⁰⁰</u> per ton | \$ <u>82.³⁵</u> per ton | \$ <u>82.³⁵</u> per ton | \$ <u>79.⁷⁵</u> per ton |

Bid Form (Continued)

1C. Rock Asphalt – Railroad Delivery

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|---|------------------------|--|--------------------------|--------------------------|
| | | China Rd. | Viterbo Rd. | Boyt Rd. |
| A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments: | | | | |
| 1. | Item 302 Type PB Gr 3 | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton |
| 2. | Item 302 Type PB Gr 4 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 3. | Item 302 Type PB Gr 4S | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| B. Precoated Rock Asphalt Aggregates for Surface Treatments: | | | | |
| 1. | Item 302 Type PB Gr 4 | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton |

1D. Rock Asphalt – Railroad Delivery

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|--|------------------------|--|--------------------------|--------------------------|--------------------------|
| | | Rosedale | LaBelle | Hamshire | Hebert |
| A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments | | | | | |
| 1. | Item 302 Type PB Gr 3 | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton |
| 2. | Item 302 Type PB Gr 4 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 3. | Item 302 Type PB Gr 4S | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| B. Precoated Rock Asphalt Aggregates for Surface Treatments | | | | | |
| 1. | Item 302 Type PB Gr 4S | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton |

Bid Form (Continued)

**2. Flexible Base, Item 247, Ty A, Gr 1 CLA
(Minimum P.I. 4 - Maximum P.I. 10)**

| | | |
|--|---------------------------------------|--|
| A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. | | |
| | Price per Ton, Tandem Dump | Price per Ton, Trailer |
| Flexible Base – Price Per Ton Delivered from Vendor's Hopper to Job Site – Bidder shall supply material from location closest to the County project site. | | |
| 1. 1 – 10 Miles | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton |
| 2. 11 – 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. 21 – 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. 31+ Miles | \$ _____ per ton | \$ _____ per ton |
| B. Hopper Pick-Up | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | <u>860 PINE ST.</u> | \$ <u>N/B</u> per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| Hours of Hopper Operation: <u>7:AM - 4:PM</u> | | |

Bid Form (Continued)

3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

| A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. | | |
|---|--|--|
| | Price per Ton, Tandem Dump | Price per Ton, Trailer |
| Patching Material – Price Per Ton Delivered from Vendor's Hopper to Job Site. Bidder shall supply material from location closest to the County project site. | | |
| 1. 1 – 10 Miles | \$ <u>100.00</u> per ton | \$ <u>99.³⁰</u> per ton |
| 2. 11 – 20 Miles | \$ <u>102.⁷⁰</u> per ton | \$ <u>100.³⁵</u> per ton |
| 3. 21 – 30 Miles | \$ <u>105.⁸⁵</u> per ton | \$ <u>101.⁶⁰</u> per ton |
| 4. 31+ Miles | \$ <u>108.²⁰</u> per ton | \$ <u>103.⁸⁰</u> per ton |
| B. Hopper Pick-Up | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | <u>860 PINE ST.</u> | \$ <u>95.00</u> per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| Hours of Hopper Operation: <u>7:AM - 4:PM</u> | | |

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|--|--|-----------------------------|-----------------------------|
| Description | | China Rd. | Viterbo Rd. | Boyt Rd. |
| A-1. | Item 276, Plant Mix, Class L, Crushed Stone, (1 ½ sack/ton) | <u>\$ No Bid</u> per ton | <u>\$ No Bid</u> per ton | <u>\$ No Bid</u> per ton |

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|--|--|-----------------------------|-----------------------------|-----------------------------|
| Description | | Rosedale | LaBelle | Hamshire | Hebert |
| A-2. | Item 276, Plant Mix, Class L, Crushed Stone, (1 ½ sack/ton) | <u>\$ No Bid</u> per ton | <u>\$ No Bid</u> per ton | <u>\$ No Bid</u> per ton | <u>\$ No Bid</u> per ton |

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|--|--|-----------------------------|-----------------------------|
| Description | | China Rd. | Viterbo Rd. | Boyt Rd. |
| B-1. | Item 276, Plant Mix, Class M, Crushed Stone, (2 sack/ton) | <u>\$ No Bid</u> per ton | <u>\$ No Bid</u> per ton | <u>\$ No Bid</u> per ton |

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|--|--|-----------------------------|-----------------------------|-----------------------------|
| Description | | Rosedale | LaBelle | Hamshire | Hebert |
| B-2. | Item 276, Plant Mix, Class M, Crushed Stone, (2 sack/ton) | <u>\$ No Bid</u> per ton | <u>\$ No Bid</u> per ton | <u>\$ No Bid</u> per ton | <u>\$ No Bid</u> per ton |

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|---|--|--------------------------|--------------------------|
| Description | | China Rd. | Viterbo Rd. | Boyt Rd. |
| C-1. | Item 401, Flowable Backfill (1 ½ sack/ton) | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton |

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|---|--|--------------------------|--------------------------|--------------------------|
| Description | | Rosedale | LaBelle | Hamshire | Hebert |
| C-2. | Item 401, Flowable Backfill (1 ½ sack/ton) | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton |

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|---|--|--------------------------|--------------------------|
| Description | | China Rd. | Viterbo Rd. | Boyt Rd. |
| D-1. | Item 401, Flowable Backfill (2 sack/ton) | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton |

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|---|--|--------------------------|--------------------------|--------------------------|
| Description | | Rosedale | LaBelle | Hamshire | Hebert |
| D-2. | Item 401, Flowable Backfill (2 sack/ton) | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton |

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|---|--|--------------------------|--------------------------|
| | | China Rd. | Viterbo Rd. | Boyt Rd. |
| E-1. | Item 401, Flowable Backfill (3 sack/ton) | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton |

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|---|--|--------------------------|--------------------------|--------------------------|
| | | Rosedale | LaBelle | Hamshire | Hebert |
| E-2. | Item 401, Flowable Backfill (3 sack/ton) | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton | \$ <u>N/B</u> per ton |

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up

| A. Item 276, Plant Mix, Class L, Crushed Stone, (1 ½ sack/ton) | | |
|---|---------|--|
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ <u>N/B</u> per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| B. Item 276, Plant Mix, Class M, Crushed Stone (2 sack/ton) | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ <u>N/B</u> per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| C. Item 401, Flowable Backfill (1 ½ sack/ton) | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ <u>N/B</u> per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| D. Item 401, Flowable Backfill (2 sack/ton) | | |
| Location | | Location |
| 1. Beaumont | | 1. Beaumont <u>N/B</u> |
| 2. Port Neches | | 2. Port Neches |
| 3. Port Arthur | | 3. Port Arthur |
| 4. Other | | 4. Other |
| 5. Other | | 5. Other |

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up (Continued)

| E. Item 401, Flowable Backfill (3 sack/ton) | | |
|---|--|------------------------|
| Location | | Location |
| 1. Beaumont | | 1. Beaumont <i>N/B</i> |
| 2. Port Neches | | 2. Port Neches |
| 3. Port Arthur | | 3. Port Arthur |
| 4. Other | | 4. Other |
| 5. Other | | 5. Other |

5. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

| A. Item 340 TY D | | |
|---|---------------------|---|
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | <i>860 PINE ST.</i> | <i>\$ 68.⁰⁰</i> per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| Hours of Hopper Operation: | | <i>7AM TO 4PM</i> |
| B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix. | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | <i>860 PINE ST.</i> | <i>\$ 68.⁰⁰</i> per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| Hours of Hopper Operation: | | <i>7AM - 4:PM</i> |

Bid Form (Continued)

6. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

| A. Item 334, Type D | | |
|---|---------------|---|
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | 8600 PINE ST. | \$ <u>80.35</u> per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| Hours of Hopper Operation: <u>7:AM - 4:PM</u> | | |

7. Concrete Structures – Truck Delivery

| A. Delivered to Job Site, Jefferson County | |
|--|---|
| | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Item 421 Class A | \$ <u>N/B</u> per ton |
| 2. Item 421 Class B | \$ _____ per ton |
| 3. Item 421 Class S | \$ _____ per ton |

Note to Bidders: Please be sure to include Full Location Addresses and Hours of Operation for Hopper Pick Up line items.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Orange County
 Address: P.O. Box 399; Orange, TX
 Contact Person and Title: Clark Slacum; County Engineer
 Phone: (409) 882 7905 Fax: (409) 670 4106
 Contract Period: 4/1/14 - 9/30/14 Scope of Work: ROAD MATERIAL CONTRACT

REFERENCE TWO

Government/Company Name: Hardin County
 Address: P.O. Box 850; Kountze, TX
 Contact Person and Title: JACKIE ELLIS
 Phone: 409 246 5123 Fax: 409 246 3208
 Contract Period: May - Oct 2014 Scope of Work: ROAD MATERIAL CONTRACT

REFERENCE THREE

Government/Company Name: CITY OF BEAUMONT
 Address: P.O. Box 3857; BEAUMONT, TX 77704
 Contact Person and Title: DR. JOE MADDALANI, PE
 Phone: (409) 880 3725 Fax: (409) 880 3732
 Contract Period: 6/14 - 12/14 Scope of Work: ROAD MATERIAL CONTRACT

Bidder Shall Return Completed Form with Offer.

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.

APAC TEXAS
Bidder (Entity Name)

P.O. Box 20779
Street & Mailing Address

BEAUMONT, TX 77720
City, State & Zip

409 284 2600
Telephone Number

rhutledge@apac.com
E-mail Address


Signature

REBECCA RUTLEDGE
Print Name

8/25/14
Date Signed

409 866 5541
Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

| For vendor or other person doing business with local government entity | |
|---|------------------------|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | OFFICE USE ONLY |
| <p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><i>REBECCA RUTLEDGE</i></p> | |
| <p>2. <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> | |
| <p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> <p style="text-align: center; font-size: 1.5em; margin-top: 20px;"><i>NONE</i></p> | |
| <p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> <p style="text-align: center; font-size: 1.5em; margin-top: 20px;"><i>NONE</i></p> | |

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

- C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

NONE

7.

Rebecca Rutledge

Signature of person doing business with the governmental entity

8/25/14

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

Yes No

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

Did the Prime Contractor/Consultant . . .

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

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

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

REBECCA RUTLEDGE
Printed Name of Authorized Representative

Rebecca Rutledge
Signature

MATERIALS SALES MANAGER
Title

8/25/14
Date

Bidder Shall Return Completed Form with Offer.

WE WILL SELF PERFORM MATERIAL PRODUCTION & DELIVERIES

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/ Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: APAC - TEXAS HUB: p Yes No

Address: P.O. Box 20779 BEAUMONT TX 77720
Street City State Zip

Phone (with area code): 409 866 1444 Fax (with area code): 409 866 5541

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

REBECCA RUTLEDGE Rebecca Rutledge 8/25/14
Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: APAC - TEXAS HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: P.O. Box 20779 BEAUMONT TX 77720
Street City State Zip

Phone (with area code): 409 866 1444 Fax (with area code): 409 866 5541

Project Title & No.: TEAM CONTRACT FOR ROAD MATERIALS IFB/RFP No.: IFB 14-033/JW

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

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: _____

Bidder Shall Return Completed Form with Offer.

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) "Nonresident 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 APAC - TEXAS [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

| | |
|---|------------------------------------|
| Taxpayer Identification Number (T.I.N.): | 1-58-140-1466-601 |
| Company Name submitting bid/proposal: | APAC - TEXAS, INC |
| Mailing address: | P.O. Box 20779; BEAUMONT, TX 77720 |
| 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** |
|---------------------------------|---------------------------------------|
| 2000000/027175 | 12907 Hwy 90; BEAUMONT, TX 77113 |
| 231218-000-02400-00000-9 | WASHINGTON BLVD @ 114-10; BEAUMONT TX |

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

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 TEXAS COUNTY OF JEFFERSON

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

on this day personally appeared REBECCA RUTLEDGE, who
(name)

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

"I, REBECCA RUTLEDGE am a duly authorized officer of/agent
(name)
for APAC-TEXAS and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said APAC-TEXAS, INC.
(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: APAC-TEXAS, INC

P.O. Box 20779, BEAUMONT, TX 77720

Fax: 409 866 5541 Telephone# 409 284 2600

by: REBECCA RUTLEDGE Title MATERIALS SALES MANAGER
(print name)

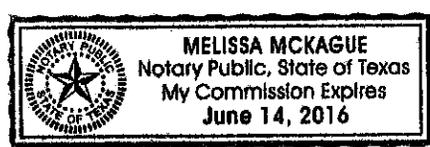
Signature: Rebecca Rutledge

SUBSCRIBED AND SWORN to before me by the above-named Rebecca Rutledge on

this the 25th day of August, 2014.

Melissa Mckague
Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.





P.O. Box 20779 Beaumont, Texas 77720

JEFFERSON Co
TERM CONTRACT

08-26-14A09:38 RCVD

IFB 14-033/JW

DUE: 8/26/14 - 11: AM

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:

| | |
|--|--|
| <p>Martin Marietta Materials <hr/> Company Name</p> <p>505 Orleans, Suite 200 <hr/> Address</p> <p>Beaumont, TX 77701 <hr/> City State Zip</p> <p> <hr/> Signature of Person Authorized to Sign</p> <p>Bill Kelley <hr/> Printed Name</p> <p>Sr. Sales Representative <hr/> Title</p> | <p>For clarification of this offer, contact:</p> <p>Bill Kelley <hr/> Name</p> <p>409-835-4933 409-654-3312 <hr/> Phone Fax</p> <p>william.kelley@martinmarietta.com <hr/> E-mail</p> |
|--|--|

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-033/JW, Re-bid Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

1A. Rock Asphalt – Truck Delivery

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|--|--|---------------------|---------------------|
| Description | | China Rd. | Viterbo Rd. | Boyt Rd. |
| A. | Natural Limestone Rock Asphalt Aggregated for Surface Treatments: | | | |
| 1. | Item 302 Type PB Gr 3 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 2. | Item 302 Type PB Gr 4 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 3. | Item 302 Type PB Gr 4S | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| B. | Precoated Rock Asphalt Aggregates for Surface Treatments: | | | |
| 1. | Item 302 Type PB Gr 4 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

1B. Rock Asphalt – Truck Delivery

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|---|--|---------------------|---------------------|---------------------|
| Description | | Rosedale | LaBelle | Hamshire | Hebert |
| A. | Natural Limestone Rock Asphalt Aggregates for Surface Treatments | | | | |
| 1. | Item 302 Type PB Gr 3 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 2. | Item 302 Type PB Gr 4 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 3. | Item 302 Type PB Gr 4S | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| B. | Precoated Rock Asphalt Aggregates for Surface Treatments | | | | |
| 1. | Item 302 Type PB Gr 4S | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

Bid Form (Continued)

1C. Rock Asphalt – Railroad Delivery

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|---|------------------------|--|---------------------|---------------------|
| | | China Rd. | Viterbo Rd. | Boyt Rd. |
| A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments: | | | | |
| 1. | Item 302 Type PB Gr 3 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 2. | Item 302 Type PB Gr 4 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 3. | Item 302 Type PB Gr 4S | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| B. Precoated Rock Asphalt Aggregates for Surface Treatments: | | | | |
| 1. | Item 302 Type PB Gr 4 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

1D. Rock Asphalt – Railroad Delivery

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|--|------------------------|--|---------------------|---------------------|---------------------|
| | | Rosedale | LaBelle | Hamshire | Hebert |
| A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments | | | | | |
| 1. | Item 302 Type PB Gr 3 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 2. | Item 302 Type PB Gr 4 | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| 3. | Item 302 Type PB Gr 4S | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |
| B. Precoated Rock Asphalt Aggregates for Surface Treatments | | | | | |
| 1. | Item 302 Type PB Gr 4S | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

Bid Form (Continued)

2. Flexible Base, Item 247, Ty A, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10)

| A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. | | |
|--|---------------------------------------|--|
| | Price per Ton, Tandem Dump | Price per Ton, Trailer |
| Flexible Base – Price Per Ton Delivered from Vendor's Hopper to Job Site – Bidder shall supply material from location closest to the County project site. | | |
| 1. 1 – 10 Miles | \$ <u>29.35</u> ton per ton | \$ <u>28.15</u> ton per ton |
| 2. 11 – 20 Miles | \$ <u>31.70</u> ton per ton | \$ <u>28.50</u> ton per ton |
| 3. 21 – 30 Miles | \$ <u>33.20</u> ton per ton | \$ <u>29.95</u> ton per ton |
| 4. 31+ Miles | \$ <u>34.95</u> ton per ton | \$ <u>33.25</u> ton per ton |
| B. Hopper Pick-Up | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ <u>24.00</u> ton per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ <u>24.00</u> ton per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| Hours of Hopper Operation: | | |

Bid Form (Continued)

3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

| A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. | | |
|---|-------------------------------|--|
| | Price per Ton, Tandem Dump | Price per Ton, Trailer |
| Patching Material – Price Per Ton Delivered from Vendor's Hopper to Job Site. Bidder shall supply material from location closest to the County project site. | | |
| 1. 1 – 10 Miles | \$ _____ per ton | \$ _____ per ton |
| 2. 11 – 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. 21 – 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. 31+ Miles | \$ _____ per ton | \$ _____ per ton |
| B. Hopper Pick-Up | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ _____ per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| Hours of Hopper Operation: | | |

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery

TRAILER DELIVERY

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | | | |
|-------------|---|--|--------------|-------------|--------------|----------|--------------|
| | | China Rd. | | Viterbo Rd. | | Boyt Rd. | |
| A-1. | Item 276, Plant Mix, Class L, Crushed Stone, (1 ½ sack/ton) | \$ 41.00 | | \$ 40.00 | | \$ 40.50 | |
| | | per ton | del trailers | per ton | del trailers | per ton | del trailers |

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | | | | | |
|-------------|---|--|----------|----------|----------|----------|----------|----------|----------|
| | | Rosedale | | LaBelle | | Hamshire | | Hebert | |
| A-2. | Item 276, Plant Mix, Class L, Crushed Stone, (1 ½ sack/ton) | \$ 41.00 | | \$ 40.50 | | \$ 41.00 | | \$ 40.50 | |
| | | per ton | trailers | per ton | trailers | per ton | trailers | per ton | trailers |

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | | | |
|-------------|---|--|--------------|-------------|--------------|----------|--------------|
| | | China Rd. | | Viterbo Rd. | | Boyt Rd. | |
| B-1. | Item 276, Plant Mix, Class M, Crushed Stone, (2 sack/ton) | \$ 43.00 | | \$ 42.00 | | \$ 42.50 | |
| | | per ton | del trailers | per ton | del trailers | per ton | del trailers |

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | | | | | |
|-------------|---|--|----------|----------|----------|----------|----------|----------|----------|
| | | Rosedale | | LaBelle | | Hamshire | | Hebert | |
| B-2. | Item 276, Plant Mix, Class M, Crushed Stone, (2 sack/ton) | \$ 43.00 | | \$ 42.50 | | \$ 43.00 | | \$ 42.50 | |
| | | per ton | trailers | per ton | trailers | per ton | trailers | per ton | trailers |

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|---|--|-------------------------------|-------------------------------|
| Description | | China Rd. | Viterbo Rd. | Boyt Rd. |
| C-1. | Item 401, Flowable Backfill (1 ½ sack/ton) | \$ <u>80.00/CY</u> per ton | \$ <u>80.00/CY</u> per ton | \$ <u>80.00/CY</u> per ton |

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|---|--|-------------------------------|-------------------------------|-------------------------------|
| Description | | Rosedale | LaBelle | Hamshire | Hebert |
| C-2. | Item 401, Flowable Backfill (1 ½ sack/ton) | \$ <u>80.00/CY</u> per ton | \$ <u>80.00/CY</u> per ton | \$ <u>80.00/CY</u> per ton | \$ <u>80.00/CY</u> per ton |

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|---|--|-------------------------------|-------------------------------|
| Description | | China Rd. | Viterbo Rd. | Boyt Rd. |
| D-1. | Item 401, Flowable Backfill (2 sack/ton) | \$ <u>82.00/CY</u> per ton | \$ <u>82.00/CY</u> per ton | \$ <u>82.00/CY</u> per ton |

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|---|--|-------------------------------|-------------------------------|-------------------------------|
| Description | | Rosedale | LaBelle | Hamshire | Hebert |
| D-2. | Item 401, Flowable Backfill (2 sack/ton) | \$ <u>82.00/CY</u> per ton | \$ <u>82.00/CY</u> per ton | \$ <u>82.00/CY</u> per ton | \$ <u>82.00/CY</u> per ton |

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|---|--|-------------------------------|-------------------------------|
| Description | | China Rd. | Viterbo Rd. | Boyt Rd. |
| E-1. | Item 401, Flowable Backfill (3 sack/ton) | \$ <u>86.00/CY</u> per-ton | \$ <u>86.00/CY</u> per-ton | \$ <u>86.00/CY</u> per-ton |

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|---|--|-------------------------------|-------------------------------|-------------------------------|
| Description | | Rosedale | LaBelle | Hamshire | Hebert |
| E-2. | Item 401, Flowable Backfill (3 sack/ton) | \$ <u>86.00/CY</u> per-ton | \$ <u>86.00/CY</u> per-ton | \$ <u>86.00/CY</u> per-ton | \$ <u>86.00/CY</u> per-ton |

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up

| A. Item 276, Plant Mix, Class L, Crushed Stone, (1 ½ sack/ton) | | |
|---|----------|--|
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ 36.00 per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| B. Item 276, Plant Mix, Class M, Crushed Stone (2 sack/ton) | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ 38.00 per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| C. Item 401, Flowable Backfill (1 ½ sack/ton) | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ 80.00 cy per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ 80.00 cy per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| D. Item 401, Flowable Backfill (2 sack/ton) | | |
| Location | Location | Location |
| 1. Beaumont | | 1. Beaumont 82.00/CY |
| 2. Port Neches | | 2. Port Neches |
| 3. Port Arthur | | 3. Port Arthur 82.00/CY |
| 4. Other | | 4. Other |
| 5. Other | | 5. Other |

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up (Continued)

| E. Item 401, Flowable Backfill (3 sack/ton) | | |
|---|--|---------------------------|
| Location | | Location |
| 1. Beaumont | | 1. Beaumont \$86.00/CY |
| 2. Port Neches | | 2. Port Neches |
| 3. Port Arthur | | 3. Port Arthur \$86.00/CY |
| 4. Other | | 4. Other |
| 5. Other | | 5. Other |

5. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

| A. Item 340 TY D | | |
|---|---------|---|
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ _____ per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| Hours of Hopper Operation: | | |
| B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix. | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ _____ per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| Hours of Hopper Operation: | | |

Bid Form (Continued)

6. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

| A. Item 334, Type D | | |
|----------------------------|---------|---|
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ _____ per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| Hours of Hopper Operation: | | |

7. Concrete Structures – Truck Delivery

| A. Delivered to Job Site, Jefferson County | |
|--|---|
| | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Item 421 Class A | \$ 88.00 cy per-ton |
| 2. Item 421 Class B | \$ 84.00 cy per-ton |
| 3. Item 421 Class S | \$ 92.00 cy per-ton |

Note to Bidders: Please be sure to include Full Location Addresses and Hours of Operation for Hopper Pick Up line items.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: City of Beaumont
 Address: P.O. Box 3827 Beaumont, TX 77704-3827
 Contact Person and Title: Patrick Bard Purchasing Manager
 Phone: 409-880-3720 Fax: 409-880-3747
 Contract Period: 2013/2014 Scope of Work: Concrete & Cmt Stab Base

REFERENCE TWO

Government/Company Name: City of Port Arthur
 Address: P.O. Box 1089, Port Arthur, TX 77641
 Contact Person and Title: Shawna Tubbs, Purchasing Agent
 Phone: 409-983-8160 Fax: 409-983-8291
 Contract Period: 2013/2014 Scope of Work: Road Building Materials

REFERENCE THREE

Government/Company Name: Jefferson County Drainage District #6
 Address: 6550 Walden Road, Beaumont, TX 77720
 Contact Person and Title: Stephen LeBlanc, Project Inspector
 Phone: 409-842-1818 Fax: 409-842-2729
 Contract Period: 2014 Scope of Work: Concrete & Materials

Bidder Shall Return Completed Form with Offer.

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.

Martin Marietta Materials

Bidder (Entity Name)

505 Orleans, Suite 200

Street & Mailing Address

Beaumont, TX 77701

City, State & Zip

409-835-4933

Telephone Number

william.kelley@martinmarietta.com

E-mail Address



Signature

Bill Kelley

Print Name

8/15/14

Date Signed

409-654-3312

Fax Number

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

| | |
|---|------------------------|
| For vendor or other person doing business with local government entity | N/A |
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | OFFICE USE ONLY |
| <p>1. Name of person doing business with local governmental entity.</p> | |
| <p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> | |
| <p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> | |
| <p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> | |

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

NA

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

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

Did the Prime Contractor/Consultant . . .

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

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

| | |
|---|-----------|
| Printed Name of Authorized Representative | Signature |
| Title | Date |

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub Information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

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: _____

Bidder Shall Return Completed Form with Offer.

N/A

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

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: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) 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 *HUB 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): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

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

| | |
|---|--|
| Taxpayer Identification Number (T.I.N.): | 65-1310123 |
| Company Name submitting bid/proposal: | Martin Marietta Materials |
| Mailing address: | 505 Orleans, Suite 200, Beaumont, TX 77701 |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: | |
| | |

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

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

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

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

Bidder Shall Return Completed Form with Offer.

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 Texas COUNTY OF Jefferson

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

on this day personally appeared Bill Kelley, who
(name)

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

"I, Bill Kelley am a duly authorized officer of/agent
(name)
for Martin Marietta Materials and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Martin Marietta Materials
(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: Martin Marietta Materials
505 Orleans, Suite 200, Beaumont, TX 77701

Fax: 409-654-3312 Telephone# 409-835-4933

by: Bill Kelley Title: Sr. Sales Representative
(print name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named Bill Kelley Sales Rep on

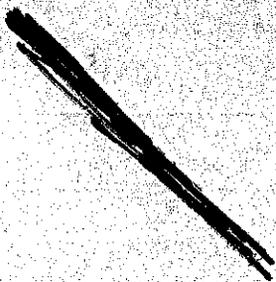
this the 18th day of August, 2014.

[Handwritten Signature]
Notary Public in and for
the State of Texas



Bidder Shall Return Completed Form with Offer.

Martin Marietta Materials, Inc.
P.O. Box 5187
Beaumont, TX 77726-5187



08-20-14A11:34 NLUU

Jefferson County Purchasing Dept.
1149 Pearl St. 1st Floor, Bmt
Re-Bid Term Contract for
Road Building Materials
IFB 14-033/JW



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Invitation for Bids

August 4, 2014

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for IFB 14-033/JW, Re-bid Term Contract for Road Building Materials for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <http://www.co.jefferson.tx.us>, 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. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Commissioners' Courtroom at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Re-bid Term Contract for Road Building Materials
for Jefferson County

BID NO: IFB 14-033/JW

DUE DATE/TIME: 11:00 AM CST, Tuesday, August 26, 2014

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

Any questions relating to these requirements should be directed to Jamey West, Contract Specialist at 409-835-8593.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah Clark

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – August 6th and August 13th, 2014

IFB 14-033/JW
Re-bid Term Contract for Road Building Materials
for Jefferson County
Bids due: 11:00 AM CST, Tuesday, August 26, 2014

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**BIDDER IS RESPONSIBLE FOR RETURNING ALL REQUIRED PAGES (MARKED WITH AN "X" ABOVE)
WITH THE BID. ADDITIONALLY, BIDDER MUST MONITOR THE PURCHASING WEB SITE
(HTTP://WWW.CO.JEFFERSON.TX.US/PURCHASING/MAIN.HTM) TO SEE IF ADDENDA OR ADDITIONAL
INSTRUCTIONS HAVE BEEN POSTED. FAILURE TO RETURN ALL REQUIRED FORMS COULD RESULT
IN A BID BEING DECLARED AS NON-RESPONSIVE.**

Instructions to Bidders

1. Bid Submission

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

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

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.

All bids shall be tightly sealed in an opaque envelope and plainly marked with the Bid Number, Bid Name, Due Date, and the bidder's name and address; and shall be addressed to the Purchasing Agent.

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

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

2. Courthouse Security

Bidders are advised that all visitors to the Courthouse must pass through Security. **Bidders planning to hand deliver bids 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.

3. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

4. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

5. County Holidays – 2014:

| | | |
|----------------|-----------------|-----------------------------|
| January 1 | Wednesday | New Year's Day |
| January 20 | Monday | Martin Luther King, Jr. Day |
| February 17 | Monday | President's Day |
| April 18 | Friday | Good Friday |
| May 26 | Monday | Memorial Day |
| July 4 | Friday | Independence Day |
| September 1 | Monday | Labor Day |
| November 11 | Tuesday | Veterans Day |
| November 27-28 | Thursday-Friday | Thanksgiving |
| December 25-26 | Thursday-Friday | Christmas |

6. 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.

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 nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

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

8. Contract

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

9. Waiver of Subrogation

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

10. Fiscal Funding

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

11. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. Changes and Addenda to Bid Documents

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

13. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. Delivery

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

15. Interpretation of Bid and/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. Minority-Women Business Enterprise Participation

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

General Terms and Conditions Of Bidding and Terms Of Contract

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

1. Bidding

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

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

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

1.4 Withdrawal of Bids Prior to Bid 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 Bids after Bid Opening. Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

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

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

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

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

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

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

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

1.13 Bid Award. Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Jefferson County reserves the right to accept or reject in part or in whole any bid submitted,

and to waive any technicalities or informalities for the best interest of the County. Jefferson County reserves the right to award based upon individual line items, sections or total bid.

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

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

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

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

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

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

1.20 Proprietary Data. Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

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 working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

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

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

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

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

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

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

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

2.11 Patents and Copyrights. The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

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

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

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

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

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

3. Purchase Orders and Payment

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

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

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

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

4. Contract

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

4.2 Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence on date of award and, upon agreement between vendor(s) and Jefferson County, may be renewed annually for up to four (4) additional years.

4.3 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.

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

4.5 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.

4.6 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.

4.7 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.

4.8 Interest by Public Officials. No public official shall have interest in this contract, in accordance with Texas Local Government Code.

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.

Special Requirements/Instructions

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder shall insure that all parts of the bid are **completed and returned**. The Table of Contents indicates specifically which pages need to be returned; these pages shall constitute the vendor's bid. Vendor shall use an opaque envelope, clearly indicating on the outside the **Bid Number, Bid Description, and marked "SEALED BID"**. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court. **Bidders shall submit one (1) original and two (2) copies of the bid.**

2. Multiple Vendor Award

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

3. 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.

4. 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).

5. 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.

6. Insurance

The contractor (including any and all subcontractors as defined in Section 7.1.3 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.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

Minimum Insurance Requirements

| | |
|-----------------------|-----------------------------------|
| Public Liability | \$1,000,000.00 |
| Excess Liability | \$1,000,000.00 |
| Property Insurance | Improvements & Betterments |
| Workers' Compensation | Statutory Coverage (see attached) |

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **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.
- 7.1.2 **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.
- 7.1.3 **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.
- 7.2 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.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 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.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 7.5.1 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
- 7.5.2 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.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 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.
- 7.8 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.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 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.

- 7.9.2 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.
- 7.9.3 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.
- 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 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.
- 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 7.9.6 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
- 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 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.
- 7.11 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.

Minimum Specifications

The following requirements and specifications supersede General Requirements where applicable. Contact Jamey West, Contract Specialist (e-mail: jwest@co.jefferson.tx.us ; phone: 409-835-8593), regarding any questions or comments. Please reference bid number 14-033/JW.

Scope

Vendor shall provide Road Building Materials for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

Instructions to Bidders

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

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

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required.

Minimum Orders: Contractor may require minimum orders. However, Contractor MUST include Minimum Order Quantities on Bid Form.

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

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

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

Reference is made to 2004 TxDOT Standard Specifications for measurement of the various items bid.

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

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

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

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

| | | |
|---|--|---------------|
| Natural Limestone Rock Asphalt Aggregate for Surface Treatment | Item 302 Type PB Gr 3 | 2,500 tons |
| | Item 302 Type PB Gr 4 | 32,200 tons |
| | Item 302 Type PB Gr 4S | 2,800 tons |
| Pre-coated Rock Asphalt Aggregates for Surface Treatment | Item 302 Type PB Gr 4 | 5,777.14 tons |
| Item 247, Flexible Base (Supplier shall provide loose weight in lbs./c.y.). These items, which are published in the TXDOT Standard Specifications. | Item 247 Type A Gr 1 CLA (minimum P.I. 4; maximum P.I. 10) | 6,174.47 tons |
| Hot Mix Cold Laid Asphaltic Concrete Pavement | Item 334 Type "D" | 390.72 tons |
| Hot Mix Asphaltic Concrete Pavement | Item 340 Type "D" | 1,826.39 tons |

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

Materials shall be measured by ton or by gallon, as indicated on the bid form.

Truck Delivery: Quote delivery via tandem dump truck or by trailer as may be required. It will be the decision of each precinct how materials are delivered. Price for delivery to the five (5) county delivery points listed below shall be price per ton, per mile.

| | |
|-------------------------|-------------------------|
| Precinct 1 Stockpile | China Service Center |
| Precinct 2 Stockpile | Viterbo Road |
| Precinct 2 Storage Yard | LaBelle Road & Hwy. 365 |
| Precinct 3 Stockpile | Hwy. 124, Hamshire |
| Precinct 4 Stockpile | Boyt Road |

Hopper bids shall list city and address of hopper location as well as hours of operation. Bidders desiring to quote materials loaded onto trucks from barges may list their locations under the Hopper pickup caption.

Texas State Department of Transportation Standard Specification (2004), with the exceptions noted below, shall define the materials in this specification.

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

**CMD-9000-002 ASPHALTIC CONCRETE PATCHING MATERIAL
(STOCKPILE STORAGE)**

Description

This material is to be manufactured using a special cutback material (SCMI). This specification shall govern for an asphaltic concrete mixture intended primarily as a cool to cold weather stockpile patching mix for maintenance. It shall remain workable in the stockpile for several months and have good adhesion to wet surfaces. The length of satisfactory stockpiling and the lowest temperature at which it can be used will vary according to the type and grade of asphaltic binder specified. It is primarily a crushed stone asphaltic concrete with asphalt additives.

Materials

SCM I (Special Cutback Material I) shall meet the following requirements. SCM I recommended Aggregate II only.

Tests on SCM I:

| | |
|---|--------------|
| Flash Point (Test Method Tex-512-C): | 79°C Minimum |
| Water (Test Method Tex-501C): | 0.2% Maximum |
| Kinematic Viscosity at 60C, cSt (Test Method Tex-529-C): | 500 to 1,000 |
| Distillation (Test Method Tex-515-C), expressed as a percent by volume of total distillate to 360C. | |

| | Minimum | Maximum |
|---------------------------|----------------|----------------|
| Off at 225C | 0 | 0 |
| Off at 260C | 0 | 0.5 |
| Off at 315C | 20 | 60 |
| Residue at 360C, Volume % | 76 | |

Tests on Distillation Residue:

| | |
|--|----------------|
| Penetration at 25C, 150g, 5 sec. ¹ | 180 Minimum |
| Ductility at 4C, 1 cm/min (Test Method Tex-503-C): | 100 cm Minimum |
| Solubility in Trichloroethylene (Test Method Tex-507-C): | 99% Minimum |

Asphaltic Additives. One or more asphaltic additives to prevent stripping of the asphalt from the aggregate in the presence of water and promote bonding to damp or wet surfaces shall be incorporated into the mixture. The additive(s) shall be added to the asphalt material at the point of origin or be metered in at the mix plant to provide a uniform concentration of the agent(s). The type and amount of additive(s) used will be approved by the Engineer in the design stage based on the resistance to stripping, as described in Article 3, "Properties of the Mixture" and desired bonding and workability characteristics.

Distillate: When an MC-800 is designated as the asphaltic material to be used, the Engineer may also direct that distillate in amounts not to exceed five percent by weight of the MC-800 be added in order to extend stockpile life and improve cold weather workability. The distillate shall meet the requirements for No. 1 and No. 2 diesel, ASTM D-975, Standard Specification for Diesel Fuel Oils, with the exception that the maximum water content shall not be greater than 0.2 percent.

The distillate shall be metered into the mix plant separately from the MC-800, or with the permission of the Engineer, may be blended with the MC-800.

¹ ASTM D-5 procedure except using cone conforming to ASTM D-217. Also the level of water in the transfer dish shall be lowered to less than the height of the sample and water decanted from top of sample before transferring from the bath to the penetrometer.

Aggregate: The aggregate shall meet the requirements for aggregate as specified in Item 334, "Hot Mix – Cold Laid Asphaltic Concrete Pavement."

Properties of the Mixture:

General Testing: When tested according to standard Department Test Methods, the mixture shall comply with the following requirements:

| | Minimum | Maximum |
|---|-----------------|---------|
| Asphalt Content, exclusive of volatiles, percent by weight | 3.0 | 7.0 |
| Hydrocarbon Volatile Content of mix, percent by weight | 0.3 | 1.0 |
| Moisture Content of mix (the requirement does not apply to mixtures produced at mixing temperatures of 79C or less) percent by weight | | 2.0 |
| Hveem Stability at 60C, percent (cured and molded in accordance with Test Method Tex-206-F) | 35 ² | |

Mixture Design and Aggregate Gradation: One or more of the gradation types specified in Item 334, "Hot Mix – Cold Laid Concrete Pavement" for optimum density mixtures, or of the open mixture gradations shown below shall be designated by the Engineer on the plans or requisition.

For mixtures to be produced with Item 334, "Hot Mix – Cold Laid Concrete Pavement" gradation, the mixture should be designated in accordance with Test Method Tex-204-F and asphalt content selected to result in laboratory density as follows:

| Density (Percent) | | |
|-------------------|---------|---------|
| Minimum | Maximum | Optimum |
| 93.5 | 96.5 | 95.0 |

For mixtures to be produced with Gradation II below, the Engineer shall select the asphalt content within the range specified under "Asphalt Content" above:

| Sieve Size | % Passing (by weight) |
|-------------------|--------------------------|
| ¾" | |
| ½" | 100 |
| 3/8" | 95 – 100 |
| No. 4 | 17 – 40 |
| No. 10 | 2 – 15 |
| No. 40 | – |
| No. 80 | – |
| No 200 | 0 – 3 |
| AC % ³ | 4.5 – 6.5 |

Resistance to Water Damage: The as-received mix shall be evaluated for resistance to water damage by soaking a 100 gram representative sample of the total mixture in 200 milliliter (ml) of distilled or de-ionized water at 60 +/- 1C for 24 +/- 2 hours. The soaking test shall be accomplished in a glass beaker of approximately 400 ml. Upon completion of the 24-hour soaking period, the mixture shall be evaluated while submerged in the testing water. The material shall show no visible evidence of stripping.

² The requirements for Hveem Stability are applicable to mixtures with Item 334, "Hot Mix – Cold Laid Asphaltic Concrete Pavement" gradations only.

³ Recommended asphalt content range.

Preparation of Mixture:

The mixture shall be plant mixed. All production equipment shall meet the requirements of Item 334, "Hot Mix - Cold Laid Concrete Pavement." The asphaltic material shall be heated in accordance with Article 300.3, "Storage, Heating and Application Temperatures." The application temperature for SCM I and SCM II shall be 170F (76C) to 200F (93C) unless otherwise specified by the material supplier. The temperature of the bituminous mixture at the point of discharge from the mixer and the temperature of the aggregate, when mixed with bituminous material, shall not exceed 200F (93C) unless otherwise approved by the Engineer. The mixture shall be mixed until all of the aggregate is uniformly coated.

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:

Vulcan Materials Company
Company Name

For clarification of this offer, contact:

1399 Carroll St.
Address

Byron Fischer
Name

Beaumont TX 77701
City State Zip

409-779-9204 409-212-9374
Phone Fax

Byron L. Fischer
Signature of Person Authorized to Sign

Fischerb@vmcmail.com
E-mail

Byron L. Fischer
Printed Name

Senior Sales Rep.
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-033/JW, Re-bid Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Bid Form

1A. Rock Asphalt – Truck Delivery

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|---|------------------------|--|--------------------------------------|--------------------------------------|
| Description | | China Rd. | Viterbo Rd. | Boyt Rd. |
| A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments: | | | | |
| 1. | Item 302 Type PB Gr 3 | \$ <u>75⁰⁰</u> per ton | \$ <u>77²⁵</u> per ton | \$ <u>77²⁵</u> per ton |
| 2. | Item 302 Type PB Gr 4 | \$ <u>75⁵⁰</u> per ton | \$ <u>77⁷⁵</u> per ton | \$ <u>77²⁵</u> per ton |
| 3. | Item 302 Type PB Gr 4S | \$ <u>76⁰⁰</u> per ton | \$ <u>78²⁵</u> per ton | \$ <u>78²⁵</u> per ton |
| B. Precoated Rock Asphalt Aggregates for Surface Treatments: | | | | |
| 1. | Item 302 Type PB Gr 4 | \$ <u>75⁵⁰</u> per ton | \$ <u>77⁷⁵</u> per ton | \$ <u>77⁷⁵</u> per ton |

1B. Rock Asphalt – Truck Delivery

| | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|--|------------------------|--|--------------------------------------|--------------------------------------|--------------------------------------|
| Description | | Rosedale | LaBelle | Hamshire | Hebert |
| A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments | | | | | |
| 1. | Item 302 Type PB Gr 3 | \$ <u>76⁵⁰</u> per ton | \$ <u>74²⁵</u> per ton | \$ <u>72⁷⁵</u> per ton | \$ <u>75⁷⁵</u> per ton |
| 2. | Item 302 Type PB Gr 4 | \$ <u>77⁰⁰</u> per ton | \$ <u>74⁷⁵</u> per ton | \$ <u>73²⁵</u> per ton | \$ <u>76²⁵</u> per ton |
| 3. | Item 302 Type PB Gr 4S | \$ <u>77⁵⁰</u> per ton | \$ <u>75²⁵</u> per ton | \$ <u>73⁷⁵</u> per ton | \$ <u>76⁷⁵</u> per ton |
| B. Precoated Rock Asphalt Aggregates for Surface Treatments | | | | | |
| 1. | Item 302 Type PB Gr 4S | \$ <u>77⁰⁰</u> per ton | \$ <u>74⁷⁵</u> per ton | \$ <u>73²⁵</u> per ton | \$ <u>76²⁵</u> per ton |

Bid Form (Continued)

1C. Rock Asphalt – Railroad Delivery

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|---|------------------------|--|--------------------------------------|--------------------------------------|
| | | China Rd. | Viterbo Rd. | Boyt Rd. |
| A. Natural Limestone Rock Asphalt Aggregated for Surface Treatments: | | Min. Order 4000 tons | | |
| 1. | Item 302 Type PB Gr 3 | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton |
| 2. | Item 302 Type PB Gr 4 | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton |
| 3. | Item 302 Type PB Gr 4S | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton |
| B. Precoated Rock Asphalt Aggregates for Surface Treatments: | | | | |
| 1. | Item 302 Type PB Gr 4 | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton |

1D. Rock Asphalt – Railroad Delivery

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|--|------------------------|--|--------------------------------------|--------------------------------------|--------------------------------------|
| | | Rosedale | LaBelle | Hamshire | Hebert |
| A. Natural Limestone Rock Asphalt Aggregates for Surface Treatments | | Min Order 4000 tons | | | |
| 1. | Item 302 Type PB Gr 3 | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton |
| 2. | Item 302 Type PB Gr 4 | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton |
| 3. | Item 302 Type PB Gr 4S | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton |
| B. Precoated Rock Asphalt Aggregates for Surface Treatments | | | | | |
| 1. | Item 302 Type PB Gr 4S | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton | \$ <u>64⁰⁰</u> per ton |

Bid Form (Continued)

**2. Flexible Base, Item 247, Ty A, Gr 1 CLA
(Minimum P.I. 4 - Maximum P.I. 10)**

| A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. | | |
|--|--------------------------------------|--|
| | Price per Ton, Tandem Dump | Price per Ton, Trailer |
| Flexible Base – Price Per Ton Delivered from Vendor's Hopper to Job Site – Bidder shall supply material from location closest to the County project site. | | |
| 1. 1 – 10 Miles | \$ <u>26⁰⁰</u> per ton | \$ <u>24²⁵</u> per ton |
| 2. 11 – 20 Miles | \$ <u>27³⁵</u> per ton | \$ <u>25⁵⁵</u> per ton |
| 3. 21 – 30 Miles | \$ <u>29²¹</u> per ton | \$ <u>27³⁵</u> per ton |
| 4. 31+ Miles | \$ <u>34⁰⁰</u> per ton | \$ <u>31²⁵</u> per ton |
| B. Hopper Pick-Up | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | 1399 Carrol St. Beaumont Tx 77701 | \$ <u>22⁰⁰</u> per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| Hours of Hopper Operation: | | M-F 6am - 4pm |

Bid Form (Continued)

3. CMD-9000-002 Asphaltic Concrete Patching Material (Stockpile Storage)

| | | |
|---|---------------------------------------|--|
| A. Truck Delivery – Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated. | | |
| | Price per Ton, Tandem Dump | Price per Ton, Trailer |
| Patching Material – Price Per Ton Delivered from Vendor's Hopper to Job Site. Bidder shall supply material from location closest to the County project site. | | |
| 1. 1 – 10 Miles | \$ _____ per ton | \$ _____ per ton |
| 2. 11 – 20 Miles | \$ _____ per ton | \$ _____ per ton |
| 3. 21 – 30 Miles | \$ _____ per ton | \$ _____ per ton |
| 4. 31+ Miles | \$ _____ per ton | \$ _____ per ton |
| B. Hopper Pick-Up | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ _____ per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| Hours of Hopper Operation: | | |

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|---|--|---------------------|---------------------|
| | | China Rd. | Viterbo Rd. | Boyt Rd. |
| A-1. | Item 276, Plant Mix, Class L, Crushed Stone, (1 ½ sack/ton) | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|---|--|---------------------|---------------------|---------------------|
| | | Rosedale | LaBelle | Hamshire | Hebert |
| A-2. | Item 276, Plant Mix, Class L, Crushed Stone, (1 ½ sack/ton) | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|---|--|---------------------|---------------------|
| | | China Rd. | Viterbo Rd. | Boyt Rd. |
| B-1. | Item 276, Plant Mix, Class M, Crushed Stone, (2 sack/ton) | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|---|--|---------------------|---------------------|---------------------|
| | | Rosedale | LaBelle | Hamshire | Hebert |
| B-2. | Item 276, Plant Mix, Class M, Crushed Stone, (2 sack/ton) | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|---|--|---------------------|---------------------|
| | | China Rd. | Viterbo Rd. | Boyt Rd. |
| C-1. | Item 401, Flowable Backfill (1 ½ sack/ton) | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|---|--|---------------------|---------------------|---------------------|
| | | Rosedale | LaBelle | Hamshire | Hebert |
| C-2. | Item 401, Flowable Backfill (1 ½ sack/ton) | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|---|--|---------------------|---------------------|
| | | China Rd. | Viterbo Rd. | Boyt Rd. |
| D-1. | Item 401, Flowable Backfill (2 sack/ton) | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|---|--|---------------------|---------------------|---------------------|
| | | Rosedale | LaBelle | Hamshire | Hebert |
| D-2. | Item 401, Flowable Backfill (2 sack/ton) | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

Bid Form (Continued)

4A. Cement Stabilized Base – Truck Delivery (Continued)

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | |
|-------------|---|--|---------------------|---------------------|
| | | China Rd. | Viterbo Rd. | Boyt Rd. |
| E-1. | Item 401, Flowable Backfill (3 sack/ton) | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

| Description | | Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed | | | |
|-------------|---|--|---------------------|---------------------|---------------------|
| | | Rosedale | LaBelle | Hamshire | Hebert |
| E-2. | Item 401, Flowable Backfill (3 sack/ton) | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton | \$ _____ per ton |

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up

| A. Item 276, Plant Mix, Class L, Crushed Stone, (1 ½ sack/ton) | | |
|---|---------|--|
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ _____ per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| B. Item 276, Plant Mix, Class M, Crushed Stone (2 sack/ton) | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ _____ per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| C. Item 401, Flowable Backfill (1 ½ sack/ton) | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ _____ per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| D. Item 401, Flowable Backfill (2 sack/ton) | | |
| Location | | Location |
| 1. Beaumont | | 1. Beaumont |
| 2. Port Neches | | 2. Port Neches |
| 3. Port Arthur | | 3. Port Arthur |
| 4. Other | | 4. Other |
| 5. Other | | 5. Other |

Bid Form (Continued)

4B. Cement Stabilized Base – Hopper Pick Up (Continued)

| E. Item 401, Flowable Backfill (3 sack/ton) | | |
|---|--|----------------|
| Location | | Location |
| 1. Beaumont | | 1. Beaumont |
| 2. Port Neches | | 2. Port Neches |
| 3. Port Arthur | | 3. Port Arthur |
| 4. Other | | 4. Other |
| 5. Other | | 5. Other |

5. Hot Mix Asphaltic Concrete Pavement – Hopper Pick-Up

| A. Item 340 TY D | | |
|---|---------|---|
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$_____ per ton |
| 2. Port Neches | | \$_____ per ton |
| 3. Port Arthur | | \$_____ per ton |
| 4. Other | | \$_____ per ton |
| 5. Other | | \$_____ per ton |
| Hours of Hopper Operation: | | |
| B. Item 340 TY D – Anti Stripping Agent shall be added if required by design mix. | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$_____ per ton |
| 2. Port Neches | | \$_____ per ton |
| 3. Port Arthur | | \$_____ per ton |
| 4. Other | | \$_____ per ton |
| 5. Other | | \$_____ per ton |
| Hours of Hopper Operation: | | |

Bid Form (Continued)

6. Hot Mix Cold Laid Asphaltic Concrete Pavement – Hopper Pick-Up

| | | |
|-----------------------------------|----------------|--|
| A. Item 334, Type D | | |
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | \$ _____ per ton |
| 2. Port Neches | | \$ _____ per ton |
| 3. Port Arthur | | \$ _____ per ton |
| 4. Other | | \$ _____ per ton |
| 5. Other | | \$ _____ per ton |
| Hours of Hopper Operation: | | |

7. Concrete Structures – Truck Delivery

| | |
|---|--|
| A. Delivered to Job Site, Jefferson County | |
| | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Item 421 Class A | \$ _____ per ton |
| 2. Item 421 Class B | \$ _____ per ton |
| 3. Item 421 Class S | \$ _____ per ton |

Note to Bidders: Please be sure to include Full Location Addresses and Hours of Operation for Hopper Pick Up line items.

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____
 Addendum 2 _____ Date Received _____
 Addendum 3 _____ Date Received _____

Bidder Shall Return Completed Form with Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: Liberty County

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: Road Building

REFERENCE TWO

Government/Company Name: Orange County

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: Road Building

REFERENCE THREE

Government/Company Name: City of Vidor

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: Road Building

Bidder Shall Return Completed Form with Offer.

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.

Vulcan Materials Company
Bidder (Entity Name)

Byron L. Fischer
Signature

1399 Carrol St. Beaumont
Street & Mailing Address

Byron L. Fischer
Print Name

Beaumont Tx 77701
City, State & Zip

8-25-14
Date Signed

409-779-9204
Telephone Number

409-212-9374
Fax Number

Fischerb@vmcmail.com
E-mail Address

Bidder Shall Return Completed Form with Offer.

Conflict of Interest Questionnaire

| For vendor or other person doing business with local government entity | |
|---|------------------------|
| <p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | OFFICE USE ONLY |
| <p>1. Name of person doing business with local governmental entity.</p> <p style="margin-left: 40px;"><i>Vulcan Materials Company</i></p> | |
| <p>2. <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> | |
| <p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p> | |
| <p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p> | |

Bidder Shall Return Completed Form with Offer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.



8-25-14

Signature of person doing business with the governmental entity

Date

Bidder Shall Return Completed Form with Offer.

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

Yes No

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

Did the Prime Contractor/Consultant . . .

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

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

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

Byron L. Fischer
Printed Name of Authorized Representative

Byron L. Fischer
Signature

Sales Rep.
Title

8-25-14
Date

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

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: _____

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

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: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

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 HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.**

Bidder Shall Return Completed Form with Offer.

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

| | |
|---|------------|
| Taxpayer Identification Number (T.I.N.): | 63-1211833 |
| Company Name submitting bid/proposal: | |
| Mailing address: | |
| If you are an individual, list the names and addresses of any partnership of which you are a general partner: | |
| | |

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

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

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Bidder Shall Return Completed Form with Offer.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Vulcan Construction Materials LP

Business name/disregarded entity name, if different from above
Vulcan Materials Company

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Other (see instructions) ▶ **LP** Exempt payee

Address (number, street, and apt. or suite no.)
800 Isom Road, Suite 300

City, state, and ZIP code
San Antonio TX 78216

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

| | | | | | | | | | |
|--|--|--|---|--|--|---|--|--|--|
| | | | - | | | - | | | |
|--|--|--|---|--|--|---|--|--|--|

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 6 | 3 | - | 1 | 2 | 1 | 1 | 8 | 3 | 3 |
|---|---|---|---|---|---|---|---|---|---|

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Ray Cooper* Data ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

PAYMENTS ONLY REMIT TO Cat. No. 10231X Form **W-9** (Rev. 12-2011)

PO Box 849131
DALLAS TX 75284-9131

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 Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public In and for the State of Texas,

on this day personally appeared Byron Fischer, who
(name)

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

"I, Byron Fischer am a duly authorized officer of/agent
(name)
for Vulcan Materials and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Vulcan Materials.
(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: 1399 Carroll St. Beaumont TX 77701

Fax: 409-212-9374 Telephone# 409-779-9204

by: Byron Fischer Title: Sales Rep.
(print name)

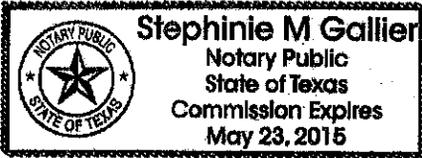
Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named Byron Fischer on

this the 26th day of August, 2014.

[Handwritten Signature]
Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.



Vulcan Materials Company

1399 Carroll Street

Beaumont TX, 77701

08-26-14 A09:52 RCVD

Jefferson County Purchasing Dept.

1149 Pearl Street, 1st floor

Beaumont, TX 77701

Term Contract for Road Building

Bid # IFB 14-033/ JW

11:00 am, Tuesday August 26, 2014

IFB 14-033/JW
 Re-bid Term Contract for Road Building Materials for Jefferson County
 FINAL Tabulation

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers
 with Freight Prepaid and Allowed.

1A. Rock Asphalt - Truck Delivery

| | | APAC-Texas | | | Martin Marietta Materials | | | Vulcan Materials Company | | |
|-----------|--|------------|-------------|----------|---------------------------|-------------|----------|--------------------------|-------------|----------|
| | | China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. |
| A. | Natural Limestone Rock Asphalt Aggregated for Surface Treatments: | | | | | | | | | |
| 1. | Item 302 Type PB Gr 3 | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$75.00 | \$77.25 | \$77.25 |
| 2. | Item 302 Type PB Gr 4 | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$75.50 | \$77.25 | \$77.25 |
| 3. | Item 302 Type PB Gr 4S | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$76.00 | \$78.25 | \$78.25 |
| B. | Precoated Rock Asphalt Aggregates for Surface Treatments: | | | | | | | | | |
| 1. | Item 302 Type PB Gr4 | \$80.70 | \$79.75 | \$79.75 | No Bid | No Bid | No Bid | \$75.50 | \$77.75 | \$77.75 |

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers
 with Freight Prepaid and Allowed.

1B. Rock Asphalt - Truck Delivery

| | | APAC-Texas | | | | Martin Marietta Materials | | | | Vulcan Materials Company | | | |
|-----------|--|------------|---------|----------|---------|---------------------------|---------|----------|--------|--------------------------|---------|----------|---------|
| | | Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| A. | Natural Limestone Rock Asphalt Aggregated for Surface Treatments: | | | | | | | | | | | | |
| 1. | Item 302 Type PB Gr 3 | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$76.50 | \$74.25 | \$72.75 | \$75.75 |
| 2. | Item 302 Type PB Gr 4 | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$77.00 | \$74.75 | \$73.25 | \$76.25 |
| 3. | Item 302 Type PB Gr 4S | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$77.50 | \$75.25 | \$73.75 | \$76.75 |
| B. | Precoated Rock Asphalt Aggregates for Surface Treatments: | | | | | | | | | | | | |
| 1. | Item 302 Type PB Gr4 | \$78.00 | \$82.35 | \$82.35 | \$79.75 | No Bid | No Bid | No Bid | No Bid | \$77.00 | \$74.75 | \$73.25 | \$76.25 |

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed.

1C. Rock Asphalt - Railroad Delivery

| | | APAC-Texas | | | Martin Marietta Materials | | | Vulcan Materials Company | | |
|-------------------------------------|--|------------|-------------|----------|---------------------------|-------------|----------|--------------------------|-------------|----------|
| | | China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. |
| A. | Natural Limestone Rock Asphalt Aggregated for Surface Treatments: | | | | | | | | | |
| 1. | Item 302 Type PB Gr 3 | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$64.00 | \$64.00 | \$64.00 |
| 2. | Item 302 Type PB Gr 4 | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$64.00 | \$64.00 | \$64.00 |
| 3. | Item 302 Type PB Gr 4S | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$64.00 | \$64.00 | \$64.00 |
| B. | Precoated Rock Asphalt Aggregates for Surface Treatments: | | | | | | | | | |
| 1. | Item 302 Type PB Gr4 | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$64.00 | \$64.00 | \$64.00 |
| MINIMUM ORDER OF 4,000 TONS. | | | | | | | | | | |

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed.

1D. Rock Asphalt - Railroad Delivery

| | | APAC-Texas | | | | Martin Marietta Materials | | | | Vulcan Materials Company | | | |
|------------------------------------|--|------------|---------|----------|--------|---------------------------|---------|----------|--------|--------------------------|---------|----------|---------|
| | | Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| A. | Natural Limestone Rock Asphalt Aggregated for Surface Treatments: | | | | | | | | | | | | |
| 1. | Item 302 Type PB Gr 3 | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$64.00 | \$64.00 | \$64.00 | \$64.00 |
| 2. | Item 302 Type PB Gr 4 | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$64.00 | \$64.00 | \$64.00 | \$64.00 |
| 3. | Item 302 Type PB Gr 4S | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$64.00 | \$64.00 | \$64.00 | \$64.00 |
| B. | Precoated Rock Asphalt Aggregates for Surface Treatments: | | | | | | | | | | | | |
| 1. | Item 302 Type PB Gr4 | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | \$64.00 | \$64.00 | \$64.00 | \$64.00 |
| MINIMUM ORDER OF 4,000 TONS | | | | | | | | | | | | | |

IFB 14-033/JW
 Re-bid Term Contract for Road Building Materials for Jefferson County
 FINAL Tabulation (Continued)

2. Flexible Base, Item 247, TyA, Gr 1 CLA (Minimum P.I. 4 - Maximum P.I. 10)

A. Truck Delivery - Prices F.O.B. Delivered with Freight Prepaid and Allowed by Type of Equipment Indicated.

| | APAC-Texas | | Martin Marietta Materials | | Vulcan Materials Company | |
|---|----------------------------|------------------------|----------------------------|------------------------|----------------------------|------------------------|
| | Price per Ton, Tandem Dump | Price per Ton, Trailer | Price per Ton, Tandem Dump | Price per Ton, Trailer | Price per Ton, Tandem Dump | Price per Ton, Trailer |
| Flexible Base - Price per Ton Delivered from Vendor's Hopper to Job Site - Bidder shall supply material from location closest to the County project site. | | | | | | |
| 1. 1-10 Miles | No Bid | No Bid | \$29.35 | \$28.15 | \$26.00 | \$24.25 |
| 2. 11-20 Miles | No Bid | No Bid | \$31.70 | \$28.50 | \$27.35 | \$25.55 |
| 3. 21-30 Miles | No Bid | No Bid | \$33.20 | \$29.95 | \$29.21 | \$27.35 |
| 4. 31+ Miles | No Bid | No Bid | \$34.95 | \$33.25 | \$34.00 | \$31.25 |

B. Hopper Pick-Up

| Location | APAC-Texas | | Martin Marietta Materials | | Vulcan Materials Company | |
|----------------------------|------------|---|--|---|--|---|
| | Address | Price Per Ton F.O.B. Truck Shipping Point | Address | Price Per Ton F.O.B. Truck Shipping Point | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | No Bid | 2525 Dollinger Rd. Beaumont, 77703 | \$24.00 | 1399 Carroll St., Beaumont, 77701 | \$22.00 |
| 2. Port Neches | | No Bid | | No Bid | | No Bid |
| 3. Port Arthur | | No Bid | 2190 Gulfway Dr., Pt. Arthur, 77640 | \$24.00 | | No Bid |
| 4. Other | | No Bid | | No Bid | | No Bid |
| 5. Other | | No Bid | | No Bid | | No Bid |
| Hours of Hopper Operation: | | | Hours of Hopper Operation: Monday-Friday: 6 am - 6pm Saturday: 6 am - 12 pm | | Hours of Hopper Operation: Monday-Friday: 6:00 am - 4:00 pm | |

3. CMD-9000-02 Asphaltic Concrete Patching Material (Stockpile Storage)

A. Truck Delivery - Prices F.O. B. Delivered with Freight Prepaid and Allowed by type of Equipment Indicated.

| | APAC-Texas | | Martin Marietta Materials | | Vulcan Materials Company | |
|--|----------------------------|------------------------|----------------------------|------------------------|----------------------------|------------------------|
| | Price per Ton, Tandem Dump | Price per Ton, Trailer | Price per Ton, Tandem Dump | Price per Ton, Trailer | Price per Ton, Tandem Dump | Price per Ton, Trailer |
| Patching Material - Price Per Ton Delivered from Vendor's Hopper to Job Site. Bidder shall supply material from location closest to the County project site. | | | | | | |
| 1. 1-10 Miles | \$100.00 | \$99.30 | No Bid | No Bid | No Bid | No Bid |
| 2. 11-20 Miles | \$102.70 | \$100.35 | No Bid | No Bid | No Bid | No Bid |
| 3. 21-30 Miles | \$105.85 | \$101.60 | No Bid | No Bid | No Bid | No Bid |
| 4. 31+ Miles | \$108.20 | \$103.80 | No Bid | No Bid | No Bid | No Bid |

B. Hopper Pick-Up

| Location | APAC-Texas | | Martin Marietta Materials | | Vulcan Materials Company | |
|----------------------------|----------------------------------|----------------------------------|----------------------------|----------------------|----------------------------|----------------------|
| | Address | Price Per Ton F.O.B. | Address | Price Per Ton F.O.B. | Address | Price Per Ton F.O.B. |
| 1. Beaumont | 860 Pine Street, Beaumont, 77701 | \$95.00 | | No Bid | | No Bid |
| 2. Port Neches | | \$0.00 | | No Bid | | No Bid |
| 3. Port Arthur | | | | No Bid | | No Bid |
| 4. Other | | \$0.00 | | No Bid | | No Bid |
| 5. Other | | \$0.00 | | No Bid | | No Bid |
| Hours of Hopper Operation: | | Monday-Friday: 7:00 am - 4:00 pm | Hours of Hopper Operation: | | Hours of Hopper Operation: | |

IFB 14-033/JW
 Re-bid Term Contract for Road Building Materials for Jefferson County
 FINAL Tabulation (Continued)

Price Per Ton, F.O.B. Delivered Jefferson County Precinct Service Centers with Freight Prepaid and Allowed.

4A. Cement Stabilized Base - Truck Delivery

A-1. Item 276, Plant Mix, Class L, Crushed Stone, (1 1/2 sack/ton)

| APAC-Texas | | | Martin Marietta Materials | | | Vulcan Materials Company | | |
|---|-------------|----------|---------------------------|-------------|----------|--------------------------|-------------|----------|
| China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. |
| No Bid | No Bid | No Bid | \$41.00 | \$40.00 | \$40.50 | No Bid | No Bid | No Bid |
| TRAILER DELIVERY: 25 TON LOADS | | | | | | | | |

A-2. Item 276, Plant Mix, Class L, Crushed Stone, (1 1/2 sack/ton)

| APAC-Texas | | | | Martin Marietta Materials | | | | Vulcan Materials Company | | | |
|---------------------------------------|---------|----------|--------|---------------------------|---------|----------|---------|--------------------------|---------|----------|--------|
| Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| No Bid | No Bid | No Bid | No Bid | \$41.00 | \$40.50 | \$41.00 | \$40.50 | No Bid | No Bid | No Bid | No Bid |
| TRAILER DELIVERY: 25 TON LOADS | | | | | | | | | | | |

B-1. Item 276, Plant Mix, Class M, Crushed Stone, (2 sack/ton)

| APAC-Texas | | | Martin Marietta Materials | | | Vulcan Materials Company | | |
|---|-------------|----------|---------------------------|-------------|----------|--------------------------|-------------|----------|
| China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. |
| No Bid | No Bid | No Bid | \$43.00 | \$42.00 | \$42.50 | No Bid | No Bid | No Bid |
| TRAILER DELIVERY: 25 TON LOADS | | | | | | | | |

B-2. Item 276, Plant Mix, Class M, Crushed Stone, (2 sack/ton)

| APAC-Texas | | | | Martin Marietta Materials | | | | Vulcan Materials Company | | | |
|---------------------------------------|---------|----------|--------|---------------------------|---------|----------|---------|--------------------------|---------|----------|--------|
| Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| No Bid | No Bid | No Bid | No Bid | \$43.00 | \$42.50 | \$43.00 | \$42.50 | No Bid | No Bid | No Bid | No Bid |
| TRAILER DELIVERY: 25 TON LOADS | | | | | | | | | | | |

C-1. Item 401, Flowable Backfill (1 1/2 sack/ton)

| APAC-Texas | | | Martin Marietta Materials | | | Vulcan Materials Company | | |
|-----------------------|-------------|----------|---------------------------|-------------|----------|--------------------------|-------------|----------|
| China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. |
| No Bid | No Bid | No Bid | \$80.00 | \$80.00 | \$80.00 | No Bid | No Bid | No Bid |
| PER CUBIC YARD | | | | | | | | |

C-2. Item 401, Flowable Backfill (1 1/2 sack/ton)

| APAC-Texas | | | | Martin Marietta Materials | | | | Vulcan Materials Company | | | |
|-----------------------|---------|----------|--------|---------------------------|---------|----------|---------|--------------------------|---------|----------|--------|
| Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| No Bid | No Bid | No Bid | No Bid | \$80.00 | \$80.00 | \$80.00 | \$80.00 | No Bid | No Bid | No Bid | No Bid |
| PER CUBIC YARD | | | | | | | | | | | |

D-1. Item 401, Flowable Backfill (2 sack/ton)

| APAC-Texas | | | Martin Marietta Materials | | | Vulcan Materials Company | | |
|-----------------------|-------------|----------|---------------------------|-------------|----------|--------------------------|-------------|----------|
| China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. |
| No Bid | No Bid | No Bid | \$82.00 | \$82.00 | \$82.00 | No Bid | No Bid | No Bid |
| PER CUBIC YARD | | | | | | | | |

D-2. Item 401, Flowable Backfill (2 sack/ton)

| APAC-Texas | | | | Martin Marietta Materials | | | | Vulcan Materials Company | | | |
|-----------------------|---------|----------|--------|---------------------------|---------|----------|---------|--------------------------|---------|----------|--------|
| Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| No Bid | No Bid | No Bid | No Bid | \$82.00 | \$82.00 | \$82.00 | \$82.00 | No Bid | No Bid | No Bid | No Bid |
| PER CUBIC YARD | | | | | | | | | | | |

ATTACHMENT A (CONTINUED)

IFB 14-033/JW

Re-bid Term Contract for Road Building Materials for Jefferson County

FINAL Tabulation (Continued)

E-1. Item 401, Flowable Backfill
(3 sack/ton)

| APAC-Texas | | | Martin Marietta Materials | | | Vulcan Materials Company | | |
|-----------------------|-------------|----------|---------------------------|-------------|----------|--------------------------|-------------|----------|
| China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. | China Rd. | Viterbo Rd. | Boyt Rd. |
| No Bid | No Bid | No Bid | \$86.00 | \$86.00 | \$86.00 | No Bid | No Bid | No Bid |
| PER CUBIC YARD | | | | | | | | |

E-2. Item 401, Flowable Backfill
(3 sack/ton)

| APAC-Texas | | | | Martin Marietta Materials | | | | Vulcan Materials Company | | | |
|-----------------------|---------|----------|--------|---------------------------|---------|----------|---------|--------------------------|---------|----------|--------|
| Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert | Rosedale | LaBelle | Hamshire | Hebert |
| No Bid | No Bid | No Bid | No Bid | \$86.00 | \$86.00 | \$86.00 | \$86.00 | No Bid | No Bid | No Bid | No Bid |
| PER CUBIC YARD | | | | | | | | | | | |

4B. Cement Stabilized Base - Hopper Pick Up

A. Item 276, Plant Mix, Class L, Crushed Stone
(1 1/2 sack/ton)

| APAC-Texas | | Martin Marietta Materials | | Vulcan Materials Company | | |
|----------------|---------|---|------------------------------------|---|---------|---|
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point | Address | Price Per Ton F.O.B. Truck Shipping Point | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | No Bid | 2525 Dollinger Rd. Beaumont, 77703 | \$36.00 | | No Bid |
| 2. Port Neches | | No Bid | | No Bid | | No Bid |
| 3. Port Arthur | | No Bid | | No Bid | | No Bid |
| 4. Other | | No Bid | | No Bid | | No Bid |
| 5. Other | | No Bid | | No Bid | | No Bid |

B. Item 276, Plant Mix, Class M, Crush Stone
(2 sack/ton)

| APAC-Texas | | Martin Marietta Materials | | Vulcan Materials Company | | |
|----------------|---------|---|------------------------------------|---|---------|---|
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point | Address | Price Per Ton F.O.B. Truck Shipping Point | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | No Bid | 2525 Dollinger Rd. Beaumont, 77703 | \$38.00 | | No Bid |
| 2. Port Neches | | No Bid | | No Bid | | No Bid |
| 3. Port Arthur | | No Bid | | No Bid | | No Bid |
| 4. Other | | No Bid | | No Bid | | No Bid |
| 5. Other | | No Bid | | No Bid | | No Bid |

C. Item 401, Flowable Backfill
(1 1/2 sack/ton)

| APAC-Texas | | Martin Marietta Materials | | Vulcan Materials Company | | |
|-----------------------|---------|---|---|---|---------|---|
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point | Address | Price Per Ton F.O.B. Truck Shipping Point | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | No Bid | 2525 Dollinger Rd. Beaumont, 77703 | \$80.00 | | No Bid |
| 2. Port Neches | | No Bid | | No Bid | | No Bid |
| 3. Port Arthur | | No Bid | 2190 S. Gulfway Drive Pt. Arthur, 77640 | \$80.00 | | No Bid |
| 4. Other | | No Bid | | No Bid | | No Bid |
| 5. Other | | No Bid | | No Bid | | No Bid |
| PER CUBIC YARD | | | | | | |

D. Item 401 Flowable Backfill
(2 sack/ton)

| APAC-Texas | | Martin Marietta Materials | | Vulcan Materials Company | | |
|-----------------------|---------|---|---|---|---------|---|
| Location | Address | Price Per Ton F.O.B. Truck Shipping Point | Address | Price Per Ton F.O.B. Truck Shipping Point | Address | Price Per Ton F.O.B. Truck Shipping Point |
| 1. Beaumont | | No Bid | 2525 Dollinger Rd. Beaumont, 77703 | \$82.00 | | No Bid |
| 2. Port Neches | | No Bid | | No Bid | | No Bid |
| 3. Port Arthur | | No Bid | 2190 S. Gulfway Drive Pt. Arthur, 77640 | \$82.00 | | No Bid |
| 4. Other | | No Bid | | No Bid | | No Bid |
| 5. Other | | No Bid | | No Bid | | No Bid |
| PER CUBIC YARD | | | | | | |

ATTACHMENT A (CONTINUED)

IFB 14-033/JW

Re-bid Term Contract for Road Building Materials for Jefferson County

FINAL Tabulation (Continued)

**E. Item 401, Flowable Backfill
(3 sack/ton)**

| Location | APAC-Texas | | Martin Marietta Materials | | Vulcan Materials Company | |
|-----------------------|------------|----------------------|--|----------------------|--------------------------|----------------------|
| | Address | Truck Shipping Point | Address | Truck Shipping Point | Address | Truck Shipping Point |
| 1. Beaumont | | No Bid | 2525 Dollinger Rd. Beaumont, 77703 | \$86.00 | | No Bid |
| 2. Port Neches | | No Bid | | No Bid | | No Bid |
| 3. Port Arthur | | No Bid | 2190 S. Gulfway Drive Pt. Arthur, 77640 | \$86.00 | | No Bid |
| 4. Other | | No Bid | | No Bid | | No Bid |
| 5. Other | | No Bid | | No Bid | | No Bid |
| PER CUBIC YARD | | | | | | |

5. Hot Mix Asphaltic Concrete Pavement - Hopper Pick-Up

A. Item 340 TYD

| Location | APAC-Texas | | Martin Marietta Materials | | Vulcan Materials Company | |
|---|---------------------------------|----------------------|-----------------------------------|----------------------|-----------------------------------|----------------------|
| | Address | Price Per Ton F.O.B. | Address | Price Per Ton F.O.B. | Address | Price Per Ton F.O.B. |
| 1. Beaumont | 860 Pine St., Beaumont 77701 | \$68.00 | | No Bid | | No Bid |
| 2. Port Neches | | No Bid | | No Bid | | No Bid |
| 3. Port Arthur | | No Bid | | No Bid | | No Bid |
| 4. Other | | No Bid | | No Bid | | No Bid |
| 5. Other | | No Bid | | No Bid | | No Bid |
| Hours of Hopper Operation: Mon.-Fri.: 7:00 am - 4:00 pm | | | Hours of Hopper Operation: | | Hours of Hopper Operation: | |

**B. Item 340 TYD
Anti Stripping Agent shall be added
if required by design mix.**

| Location | APAC-Texas | | Martin Marietta Materials | | Vulcan Materials Company | |
|---|---------------------------------|----------------------|-----------------------------------|----------------------|-----------------------------------|----------------------|
| | Address | Truck Shipping Point | Address | Truck Shipping Point | Address | Truck Shipping Point |
| 1. Beaumont | 860 Pine St., Beaumont 77701 | \$68.00 | | No Bid | | No Bid |
| 2. Port Neches | | No Bid | | No Bid | | No Bid |
| 3. Port Arthur | | No Bid | | No Bid | | No Bid |
| 4. Other | | No Bid | | No Bid | | No Bid |
| 5. Other | | No Bid | | No Bid | | No Bid |
| Hours of Hopper Operation: Mon.-Fri.: 7:00 am - 4:00 pm | | | Hours of Hopper Operation: | | Hours of Hopper Operation: | |

**6. Hot Mix Cold Laid Asphaltic
Concrete Pavement - Hopper Pick-Up**

| Location | APAC-Texas | | Martin Marietta Materials | | Vulcan Materials Company | |
|---|---------------------------------|----------------------|-----------------------------------|----------------------|-----------------------------------|----------------------|
| | Address | Truck Shipping Point | Address | Truck Shipping Point | Address | Truck Shipping Point |
| 1. Beaumont | 860 Pine St., Beaumont 77701 | \$80.35 | | No Bid | | No Bid |
| 2. Port Neches | | \$0.00 | | No Bid | | No Bid |
| 3. Port Arthur | | \$0.00 | | No Bid | | No Bid |
| 4. Other | | \$0.00 | | No Bid | | No Bid |
| 5. Other | | \$0.00 | | No Bid | | No Bid |
| Hours of Hopper Operation: Mon.-Fri.: 7:00 am - 4:00 pm | | | Hours of Hopper Operation: | | Hours of Hopper Operation: | |

IFB 14-033/JW
 Re-bid Term Contract for Road Building Materials for Jefferson County
 FINAL Tabulation (Continued)

7. Concrete Structures - Truck Delivery

A. Delivered to Job Site, Jefferson County

| | APAC-Texas | Martin Marietta Materials | Vulcan Materials Company |
|---------------------|--|--|--|
| | Price per Ton F.O.B. Truck Shipping Point | Price per Ton F.O.B. Truck Shipping Point | Price per Ton F.O.B. Truck Shipping Point |
| 1. Item 421 Class A | No Bid | \$88.00 | No Bid |
| 2. Item 421 Class B | No Bid | \$84.00 | No Bid |
| 3. Item 421 Class S | No Bid | \$92.00 | No Bid |
| | | PER CUBIC YARD | |

APAC-Texas
 PO Box 20779
 Beaumont, TX 77720
 Contact: Rebecca Rutledge
 409-284-2600 phone
 409-866-5541 fax
rrutledge@apac.com

Martin Marietta Materials
 505 Orleans, Suite 200
 Beaumont, TX 77701
 Contact: Bill Kelley
 409-835-4933 phone
 409-654-3312 fax
william.kelley@martinmarietta.com

Vulcan Materials Company
 1399 Caroll Street
 Beaumont, TX 77701
 Contact: Byron Fischer
 409-779-9204 phone
 409-212-9374 fax
Fischerb@vmcmail.com

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:

APAC - TEXAS

Company Name

For clarification of this offer, contact:

P.O. Box 20779

Address

Rebecca Rutledge

Name

Beaumont Tx 77720

City State Zip

409 284 2600 409 846 5541

Phone Fax

Rebecca Rutledge

Signature of Person Authorized to Sign

rhrutledge@apac.com

E-mail

REBECCA RUTLEDGE

Printed Name

MATERIALS SALES MANAGER

Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-033/JW, Re-bid Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

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:

Martin Marietta Materials

 Company Name

505 Orleans, Suite 200

 Address

Beaumont, TX 77701

 City State Zip



 Signature of Person Authorized to Sign

Bill Kelley

 Printed Name

Sr. Sales Representative

 Title

For clarification of this offer, contact:

Bill Kelley

 Name

409-835-4933 409-654-3312

 Phone Fax

william.kelley@martinmarietta.com

 E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-033/JW, Re-bid Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

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:

Vulcan Materials Company
Company Name

For clarification of this offer, contact:

1399 Carroll St.
Address

Byron Fischer
Name

Beaumont TX 77701
City State Zip

409-779-9204 409-212-9374
Phone Fax

Byron L. Fischer
Signature of Person Authorized to Sign

Fischerb@vmcmail.com
E-mail

Byron L. Fischer
Printed Name

Senior Sales Rep.
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No. 14-033/JW, Re-bid Term Contract for Road Building Materials for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

ATTEST:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

ATTACHMENT B

IFB 14-032/JW, Term Contract for Paper Stock & Envelopes for Jefferson County
FINAL Bid Tabulation

Page 1 of 5

| I. Paper Stock | | Bosworth Papers, Inc. | | | | Hernandez Office Supply | | | | Olmsted Kirk Paper Co. | | | |
|----------------|--|---|------------------|-----------------|---------------------|-------------------------|----------------------------|-----------------|---------------------|------------------------|------------------|-----------------|---------------------|
| Item | Description | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case |
| 1 | 20 lb. Bond Paper, long grain, white 8½x11, Paper grade: Premium #4 | G.P. Spectrum | \$6.27 | 5/m | \$31.35 | Business Choice | Unit Price Per M Not Given | 5,000 | \$29.50 | Suzano One | \$5.85 | 5,000 | \$29.35 |
| 2 | 20 lb. Bond Paper, long grain, white 8½x11, 3-hole punched – Paper grade: Premium #4 | G.P. Spectrum | \$6.73 | 5/m | \$33.65 | | No Bid | | No Bid | IP Tidal | \$6.70 | 5,000 | \$33.50 |
| 3 | 20 lb. Bond Paper, long grain, white 8½x14, Paper grade: Premium #4 | G.P. Spectrum | \$8.57 | 5/m | \$42.85 | | No Bid | | No Bid | IP Tidal | \$8.52 | 5,000 | \$42.60 |
| 4 | 20 lb. Bond Paper, long grain, white 11x17, Paper grade: Premium #4 | G.P. Spectrum | \$13.47 | 2,500 | \$33.67 | | No Bid | | No Bid | IP Tidal | \$13.40 | 2,500 | \$33.50 |
| 5 | 24 lb. Bond Paper, long grain, white 8½x11, Paper grade: Laser Print #1 | Hammermill Laser Print | \$10.73 | 5/m | \$53.65 | | No Bid | | No Bid | IP Hammermill | \$10.10 | 5,000 | \$50.50 |
| 6 | 24 lb. Bond Paper, long grain, white 8½x14, Paper grade: Laser Print #1 | Hammermill Laser Print | \$13.65 | 5/m | \$68.25 | | No Bid | | No Bid | IP Hammermill | \$12.82 | 5,000 | \$64.10 |
| 7 | 20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x11 – ream wrap only (combined total), Paper grade: premium #4 | Domtar Earth Choice Note: peach not avail. sub w/ salmon | \$8.07 | 5/m | \$40.35 | | No Bid | | No Bid | IP Hammermill | \$8.47 | 5,000 | \$42.35 |
| 8 | 20 lb. Bond Paper, long grain, colors (peach, orchid, cherry, ivory, grey), 8½x14 – ream wrap only (combined total), Paper grade: Premium #4 | Domtar Earth Choice Note: peach not avail. sub w/ salmon | \$10.85 | 5/m | \$54.25 | | No Bid | | No Bid | IP Hammermill | \$11.35 | 5,000 | \$56.75 |
| 9 | 20 lb. Bond Paper, colors (buff, salmon, goldenrod, pink, blue, canary, green), 8½x11 | Domtar Earth Choice | \$8.07 | 5/m | \$40.35 | | No Bid | | No Bid | IP Hammermill | \$8.47 | 5,000 | \$42.35 |
| 10 | 20 lb. Bond Paper, long grain, colors (ivory, goldenrod, pink, blue, canary, green), 8½x14 | Domtar Earth Choice | \$10.85 | 5/m | \$54.25 | | No Bid | | No Bid | IP Hammermill | \$11.35 | 5,000 | \$56.75 |
| 11 | 20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x11. Paper grade: #1 | Neenah | \$20.09 | 5/m | \$100.45 | | No Bid | | No Bid | Neenah Atlas | \$17.61 | 5,000 | \$88.05 |

ATTACHMENT B (Continued)

| I. Paper Stock (Cont'd) | | Bosworth Papers, Inc. | | | | Hernandez Supply | | | | Olmsted Kirk Paper Co. | | | |
|-------------------------|--|-----------------------|------------------|-----------------|---------------------|----------------------|------------------|-----------------|---------------------|------------------------|------------------|-----------------|---------------------|
| Item | Description | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case |
| 12 | 20 lb. Bond Paper, 25% rag, long grain, cockle finish, white, 8½x14. Paper grade: #1 | | No Bid | | No Bid | | No Bid | | No Bid | Neenah Atlas | \$36.50 | 5,000 | \$182.50 |

| II. Card Stock | | Bosworth Papers, Inc. | | | | Hernandez Office Supply | | | | Omsted Kirk Paper Co. | | | |
|----------------|---|--|------------------|-----------------|---------------------|-------------------------|------------------|-----------------|---------------------|----------------------------------|------------------|-----------------|---------------------|
| Item | Description | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case |
| 13 | 67 lb. Vellum cover stock (white) 8½x11, shrink wrap acceptable (combined total). Paper grade: #4 | Domtar EarthChoice | \$15.32 | 2/m | \$30.64 | | No Bid | | No Bid | IP Springhill | \$16.64 | 2,000 | \$33.28 |
| 14 | 67 lb. Vellum cover stock (aqua, green, gold, blue, pink, ivory, yellow, grey) 8½x11, shrink wrap acceptable (com-bined total). Paper grade: #4 | Domtar Earth Choice Note: Aqua Not Avail. | \$16.23 | 2/m | \$32.46 | | No Bid | | No Bid | IP Springhill Note: Aqua N/A. | \$17.52 | 2,000 | \$35.04 |
| 15 | 20 lb. #1 White Sulfite, long grain white, 8½x11 Hammermill. Paper grade: Grade 1 watermark | Hammermill Bond | \$8.83 | 5/m | \$44.15 | | No Bid | | No Bid | IP Hammermill | \$10.60 | 5,000 | \$53.00 |
| 16 | 8½x14 100 lb. manila Springhill tag | | No Bid | | No Bid | | No Bid | | No Bid | IP Springhill | \$40.90 | 2,000 | \$81.80 |
| 17 | 8x8 110 lb. Springhill index white | | No Bid | | No Bid | | No Bid | | No Bid | IP Springhill | \$27.50 | 2,000 | \$55.00 |
| 18 | Hammermill accent opaque 28/70 lb. white – vellum finish, long grain, 8½x11 | Lynx Domtar | \$10.49 | 4/m | \$41.96 | | No Bid | | No Bid | IP Accent | \$10.80 | 4,000 | \$43.20 |
| 19 | Brite Hue – 60 lb. text & cover 8½x11 (red, violet, green, orange, ultra fuchsia) | Neenah Astrobrights | \$15.90 | 5/m | \$79.50 | | No Bid | | No Bid | Neenah Astrobright | \$16.22 | 5,000 | \$81.10 |
| 20 | #80 8½x11 Classic Crest Avon Brilliant White | Neenah Crest | \$61.80 | 2/m | \$123.60 | | No Bid | | No Bid | Neenah Classic Crest | \$60.45 | 2,000 | \$120.90 |
| 21 | #80 8½x11 Classic Crest Avon Ivory | Note: sub w/ Bouonial Ivory | \$62.80 | 2/m | \$125.60 | | No Bid | | No Bid | Neenah Classic Crest | \$61.44 | 2,000 | \$122.88 |
| 22 | Olmsted-Kirk 80 lb, Starwhite Smooth Text Archiva, 8½x11 | | No Bid | | No Bid | | No Bid | | No Bid | Neenah Starwhite | \$38.64 | 2,000 | \$77.28 |

ATTACHMENT B (Continued)

Page 3 of 5

| III. Envelopes | | Bosworth Papers, Inc. | | | | Hernandez Supply | | | | Omsted Kirk Paper Co. | | | |
|----------------|---|-----------------------|------------------------|--------------------|---------------------|----------------------|------------------|--------------------|---------------------|-----------------------|------------------|--------------------|---------------------|
| Item | Description | Manufacturer & Brand | Unit Price Per M | Envelopes per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Envelopes per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Envelopes per case | Unit Price Per Case |
| 23 | 24 lb. catalog envelopes 10"x13" white woven | Independence | \$63.30 | 500 | \$31.65 | | No Bid | | No Bid | Cenveo OKCO | \$56.30 | 500 | \$28.15 |
| 24 | 28 lb. white catalog envelopes 9"x12" | Independence | \$53.66 | 500 | \$26.83 | | No Bid | | No Bid | Cenveo OKCO | \$47.22 | 500 | \$23.60 |
| 25 | 15"x10" brown kraft gummed flap document env. 32# | | No Bid | | No Bid | | No Bid | | No Bid | Cenveo | \$44.31 | 100 | \$443.12 |
| 26 | #9 window envelopes – 24 lb. white wove | Bosworth Papers, Inc. | Incomplete Price Given | 2,500 | \$56.60 | | No Bid | | No Bid | Cenveo OKCO | \$18.00 | 2,500 | \$45.00 |
| 27 | #9 regular envelopes – 24 lb. white wove | Bosworth Papers, Inc. | \$19.98 | 2,500 | \$49.95 | | No Bid | | No Bid | Cenveo OKCO | \$15.50 | 2,500 | \$38.75 |
| 28 | #10 window envelopes – 24 lb. white wove (hard boxes) | Bosworth Papers, Inc. | \$22.64 | 2,500 | \$56.60 | | No Bid | | No Bid | Cenveo OKCO | \$18.00 | 2,500 | \$45.00 |
| 29 | #10 regular envelopes– 24 lb. white wove (hard boxes) | Bosworth Papers, Inc. | \$19.98 | 2,500 | \$49.95 | | No Bid | | No Bid | Cenveo OKCO | \$15.50 | 2,500 | \$38.75 |
| 30 | #11 window envelopes – 28 lb. white wove | Bosworth Papers, Inc. | \$37.80 | 2,500 | \$94.50 | | No Bid | | No Bid | Cenveo OKCO | \$137.12 | 2,500 | \$342.80 |
| 31 | #11 regular envelopes – 28 lb. white wove | Bosworth Papers, Inc. | \$35.00 | 2,500 | \$87.50 | | No Bid | | No Bid | Cenveo | \$104.70 | 2,500 | \$261.75 |

| III. Envelopes | | Bosworth Papers, Inc. | | | | Hernandez Office Supply | | | | Omsted Kirk Paper Co. | | | |
|----------------|--|-----------------------|------------------|--------------------|---------------------|-------------------------|------------------|--------------------|---------------------|-----------------------|------------------|--------------------|---------------------|
| Item | Description | Manufacturer & Brand | Unit Price Per M | Envelopes per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Envelopes per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Envelopes per case | Unit Price Per Case |
| 32 | #12 window envelopes – 24 lb. white wove | | No Bid | | No Bid | | No Bid | | No Bid | Cenveo | \$48.50 | 2,500 | \$121.25 |
| 33 | #12 regular envelopes – 24 lb. white wove | Bosworth Papers, Inc. | \$47.62 | 2,500 | \$119.05 | | No Bid | | No Bid | Cenveo | \$44.56 | 2,500 | \$111.40 |
| 34 | #10 brown kraft envelopes – 28 lb. | Bosworth Papers, Inc. | \$25.72 | 2,500 | \$64.30 | | No Bid | | No Bid | Cenveo | \$56.74 | 2,500 | \$141.85 |
| 35 | #12 brown kraft envelopes – 28 lb. | Bosworth Papers, Inc. | \$61.26 | 2,500 | \$153.15 | | No Bid | | No Bid | Cenveo | \$57.86 | 2,500 | \$144.65 |
| 36 | #14 brown kraft envelopes – 28 lb. | | No Bid | | No Bid | | No Bid | | No Bid | Cenveo | \$114.30 | 2,500 | \$285.75 |
| 37 | Opaque envelopes - 4½x9 (blue, green, natural, cream, gold, pink, gray, ivory, yellow) | Domtar Earth Choice | \$27.52 | 2,500 | \$68.80 | | No Bid | | No Bid | Cenveo Springhill | \$24.00 | 2,500 | \$60.00 |

ATTACHMENT B (Continued)

Page 4 of 5

| IV. No Carbon Required Paper | | Bosworth Papers, Inc. | | | | Hernandez Office Supply | | | | Olmsted Kirk Paper Co. | | | |
|------------------------------|---|-----------------------|------------------|-----------------|---------------------|-------------------------|------------------|-----------------|---------------------|------------------------|------------------|-----------------|---------------------|
| Item | Description | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case |
| 38 | 8½x11 CFB white-black image long grain | Appvion Superior | \$43.27 | 5/m | \$216.35 | | No Bid | | No Bid | Appvion NCR | \$26.05 | 5,000 | \$130.25 |
| 39 | 8½x14 CFB white-black image long grain | Appvion Superior | \$54.99 | 5/m | \$274.95 | | No Bid | | No Bid | Appvion NCR | \$33.11 | 5,000 | \$165.55 |
| 40 | 8½x11 2-part black image carbonless reverse collated | Appvion Superior | \$29.42 | 5/m | \$147.10 | | No Bid | | No Bid | Appvion NCR | \$19.18 | 5,000 | \$95.90 |
| 41 | 8½x11 Mead 3-part black image carbonless reverse collated | Appvion Superior | \$33.09 | 5/m | \$165.45 | | No Bid | | No Bid | Appvion NCR | \$21.58 | 5,000 | \$107.90 |
| 42 | 8½x11 Mead 4-part black image carbonless reverse collated | Appvion Superior | \$35.36 | 5/m | \$176.80 | | No Bid | | No Bid | Appvion NCR | \$23.07 | 5,000 | \$115.35 |
| 43 | 8½x11 Mead 5-part black image carbonless reverse collated | Appvion Superior | \$36.36 | 5/m | \$181.80 | | No Bid | | No Bid | Appvion NCR | \$23.72 | 5,000 | \$118.60 |
| 44 | 8½x14 Mead 2-part black image carbonless reverse collated | Appvion Superior | \$37.40 | 5/m | \$187.00 | | No Bid | | No Bid | Appvion NCR | \$24.40 | 5,000 | \$122.00 |
| 45 | 8½x14 Mead 3-part black image carbonless reverse collated | Appvion Superior | \$42.04 | 5/m | \$210.20 | | No Bid | | No Bid | Appvion NCR | \$27.42 | 5,000 | \$137.10 |
| 46 | 8½x14 Mead 4-part black image carbonless reverse collated | Appvion Superior | \$44.95 | 5/m | \$224.75 | | No Bid | | No Bid | Appvion NCR | \$29.33 | 5,000 | \$146.65 |

| IV. No Carbon Required Paper | | Bosworth Papers, Inc. | | | | Hernandez Office Supply | | | | Olmsted Kirk Paper Co. | | | |
|------------------------------|---|-----------------------|------------------|-----------------|---------------------|-------------------------|------------------|-----------------|---------------------|------------------------|------------------|-----------------|---------------------|
| Item | Description | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case |
| 47 | 8½x14 Mead 5-part black image carbonless reverse collated | Appvion Superior | \$46.32 | 5/m | \$231.60 | | No Bid | | No Bid | Appvion NCR | \$30.22 | 5,000 | \$151.10 |
| 48 | 8½x11 Astro Bright Text, 60T | Neenah Astrobrights | \$15.90 | 5/m | \$79.50 | | No Bid | | No Bid | Neenah Astrobright | \$16.19 | 5,000 | \$80.95 |
| 49 | 8½x11 Astro Bright Cover, 65C | Neenah Astrobrights | \$31.57 | 2/m | \$62.94 | | No Bid | | No Bid | Neenah Astrobright | \$25.22 | 2,000 | \$50.44 |

ATTACHMENT B (Continued)

Page 5 of 5

| V. Specialty Paper | | Bosworth Papers, Inc. | | | | Hernandez Office Supply | | | | Olmsted Kirk Paper Co. | | | |
|--------------------|---|-----------------------|------------------|-----------------|---------------------|-------------------------|------------------|-----------------|---------------------|------------------------|------------------|-----------------|---------------------|
| Item | Description | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case | Manufacturer & Brand | Unit Price Per M | Sheets per case | Unit Price Per Case |
| 50 | 36 lb. Weston Ledger or Equal, 8½x14 Marriage License Stock | | No Bid | | No Bid | | No Bid | | No Bid | Neenah Weston | \$90.06 | 2,000 | \$180.12 |

Bosworth Papers, Inc.
 10425 Okanella St., Ste. 600
 Houston, TX 77041
 Contact: Maureen Shields
 713-460-5060 phone
 713-460-2037 fax
customerservice@bosworthpapers.com

Hernandez Supply
 119 17th Street
 Nederland, TX 77627
 contact: Christy Williams
 409-724-0135 phone
 409-724-0210 fax
christyw@hernandezsupply.com

Olmsted Kirk Paper Co.
 1601 Valley View
 Dallas, TX 75234
 Contact: Alan Proctor
 214-637-7146 phone
 214-537-2131 fax
aproctor@okpaper.com

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): 1

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

Bosworth Papers, Inc
Company Name

For clarification of this offer, contact:

10425 Okanella St.
Address Ste. 600

Maureen Shields
Name

Houston Tx 77041
City State Zip

713-460-5060 713-460-2037
Phone Fax

Georgene Hughes
Signature of Person Authorized to Sign

customerservice@bosworthpapers.com
E-mail

Georgene Hughes
Printed Name

Accounting
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No.14-032/JW, Term Contract for Paper Stock & Envelopes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

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): #1, _____, _____, _____.

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

O-K Paper
Company Name

For clarification of this offer, contact:

1601 Valley View
Address

Alan Proctor
Name

Dallas TX 75234
City State Zip

214 637-7146 214 637-2131
Phone Fax

Alan Proctor
Signature of Person Authorized to Sign

aproctor@okpaper.com
E-mail

Alan Proctor
Printed Name

Vice President
Title

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

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

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

This contract shall henceforth be referred to as Contract No.14-032/JW, Term Contract for Paper Stock & Envelopes for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

**CONTRACT RENEWAL FOR (IFB 13-013/JW)
TERM CONTRACT FOR JANITORIAL SERVICES
FOR JEFFERSON COUNTY**

The County entered into a contract with Member's Building Maintenance, LLC. for one (1) year, from September 23, 2013 to September 22, 2014, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for the first additional one (1) year renewal from September 22, 2014 to September 21, 2015.

ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Member's Building Maintenance, LLC.



(Name)

CONTRACT RENEWAL FOR IFB 10-055/KJS
Term Contract for HVAC Maintenance & Repair for Ford Park
(Jefferson County)

The County entered into a contract with Alliance Mechanical Services for one (1) year, from October 25, 2010 to October 24, 2011, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its option to renew the contract for a fourth additional one (1) year renewal from October 22, 2014 to October 21, 2015.

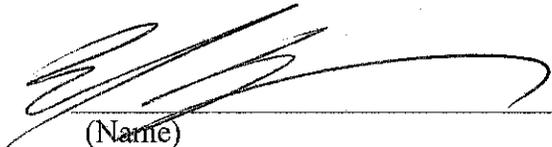
ATTEST:

JEFFERSON COUNTY, TEXAS

Carolyn L. Guidry, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Alliance Mechanical Services



(Name)



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Karen J. Stewart
Assistant Purchasing Agent

Date: September 3, 2014

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.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the bottom.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

September 8, 2014

| DEPARTMENT | DESCRIPTION OF PROPERTY | SERIAL NO. | ASSET NO. |
|--------------------------------------|------------------------------|---------------------|-----------|
| AGRICULTURE | CHAIR | | 16266 |
| AGRICULTURE | TASK CHAIR | | 36533 |
| AGRICULTURE | TASK CHAIR | | 30454 |
| <i>contact person: Peggy Coleman</i> | | | |
| DISTRICT ATTORNEY | CHAIR | | 12427 |
| DISTRICT ATTORNEY | CHAIR | | 12114 |
| DISTRICT ATTORNEY | CALCULATOR | | 12296 |
| DISTRICT ATTORNEY | DOAR COMMUNICATOR | | 12374 |
| DISTRICT ATTORNEY | DOAR COMMUNICATOR | | 12369 |
| DISTRICT ATTORNEY | SONY BM 30 RECORDER | | 3256 |
| DISTRICT ATTORNEY | ZIP DISC | | 23929 |
| DISTRICT ATTORNEY | SONY EV-C20 VCR PLAYER | | 12097 |
| DISTRICT ATTORNEY | PENTAX LENS | | 12375 |
| DISTRICT ATTORNEY | AUDIO INTELLIGENCE DEVICE | | 3337 |
| <i>contact person: Emily Beagh</i> | | | |
| ROAD & BRIDGE #4 | DELL MONITOR | CN-0C5369-54180-461 | |
| ROAD & BRIDGE #4 | QUALCOM 1600 SATELLITE PHONE | N1080R60G | |
| ROAD & BRIDGE #4 | BROTHER INTELLIFAX 2800 | | 29702 |
| ROAD & BRIDGE #4 | HP LASERJET 3050 PRINTER | CNRK262379 | |
| ROAD & BRIDGE #4 | HP LASERJET 1100 PRINTER | | 26809 |
| <i>contact person: Mario Watkins</i> | | | |
| SHERIFF / TRAINING HR | KODAY PROJECTOR & CASE | | |
| SHERIFF / TRAINING HR | GE 24" TELEVISION | | |
| SHERIFF / TRAINING HR | SNAPVISION PROJECTOR | | |
| SHERIFF / TRAINING HR | AIWA VCR w/REMOTE | | |
| SHERIFF / TRAINING HR | HARD DRIVE | | |

Approved by Commissioners' Court: _____

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

September 8, 2014

| DEPARTMENT | DESCRIPTION OF PROPERTY | SERIAL NO. | ASSET NO. |
|--------------------------------------|----------------------------|------------|-----------|
| SHERIFF / TRAINING HR | RCA VCR w/REMOTE | | |
| SHERIFF / TRAINING HR | RCA VCR | | |
| SHERIFF / TRAINING HR | TOSHIBA VCR | | |
| SHERIFF / TRAINING HR | SCEPTRE COMPUTER MONITOR | | |
| SHERIFF / TRAINING HR | VIEWSONIC COMPUTER MONITOR | | |
| SHERIFF / TRAINING HR | LG HARD DRIVE | | |
| SHERIFF / TRAINING HR | LOGITECH MOUSE | | |
| SHERIFF / TRAINING HR | KEYBOARD | | |
| SHERIFF / TRAINING HR | TOSHIBA 27" TV COMBO | | |
| SHERIFF / TRAINING HR | PROJECTOR | | |
| SHERIFF / TRAINING HR | MICROPHONE w/WIRES | | |
| SHERIFF / TRAINING HR | EMERSON 24" TELEVISION | | |
| <i>contact person: Leslie Hughes</i> | | | |

Approved by Commissioners' Court: _____



EVERETTE "BO" ALFRED
COUNTY COMMISSIONER
 PRECINCT 4
 P. O. Box 4025
 Beaumont, Texas 77704-4025

MARIO WATKINS
 Executive Assistant

KENNETH MINKINS
 Superintendent
 Precinct 4 – Service Center

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct #4

Date: September 4, 2014

RE: Transfer Funds

Please transfer **\$1,200** from 114-0405-431.10-05 (Extra Help) to account # 114-0402-431.30-01 (Asphalt); and

Please transfer **\$300** from 116-0609-452.30-74 (Sand/Dirt) to account # 114-0402-431.30-01 (Asphalt); and

Please transfer **\$200** from 116-0611-452.40-56 (Electricity) to account # 114-0402-431.30-01 (Asphalt) for additional cost or road materials.

Please transfer **\$400** from 114-0402-431.10-05 (Extra Help) to account # 114-0405-431.40-57 (Water and Sewer) for additional cost of water.

Thank you.

EA/nr



EVERETTE "BO" ALFRED
COUNTY COMMISSIONER
PRECINCT 4
P. O. Box 4025
Beaumont, Texas 77704-4025

MARIO WATKINS
Executive Assistant

KENNETH MINKINS
Superintendent
Precinct 4 – Service Center

MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette "Bo" Alfred, Precinct # 4

Date: August 26, 2014

RE: Transfer Funds

Please transfer **\$1,800** from account # 114-0406-431.10-05 (Extra Help) into account # 114-0405-431.40-56 (Electricity) for additional cost.

Thank you.

EA/nr



MEMO

To: Ms. Fran Lee, Auditing

From: Commissioner Everette Alfred, Precinct #~~111~~

Date: August 22, 2014

RE: Transfer Funds

Please make the following transfers for additional cost of road building materials:

To:
114-0402-431.30-01 (Asphalt) **\$5,994.67**

From:

114-0405-431.30-37 (Gasoline) **\$2,471.67**

114-0405-431.30-17 (Clothing) **\$500**

114-0405-431.30-06 (Batteries) **\$500**

114-0405-431.30-54 (Welding) **\$200**

114-0405-431.40-08 (Automobiles & Trucks) **\$200**

114-0407-431.50-21 (Dues / Subscriptions) **\$173**

116-0609-452.30-15 (Cement, Concrete, Etc.) **\$350**

116-0609-452.40-11 (Equipment MISC) **\$300**

116-0611-452.30-74 (Sand/Dirt) **\$500**

116-0611.452.30-84 (Minor Equipment) **\$400**

Inter Series

3,671

Cost

2,323

116-0611-452.50-77 (Contractual Service)

\$400

Thank you.

EA/nr



TINA BENOIT
COURT COORDINATOR
MELANIE SMITH
COURT COORDINATOR

COUNTY COURT AT LAW NO. 2

G .R. LUPE FLORES, JUDGE
JEFFERSON COUNTY COURTHOUSE
1001 PEARL STREET
BEAUMONT, TEXAS 77701
(409) 835-8429

ELIZABETH PARKS
COURT REPORTER
SCOTT PEPO
BAILIFF

September 03, 2014

RE: TRANSFER OF FUNDS TO OFFICE SUPPLIES ACCOUNT

TO: Fran Lee

Fran, please transfer the amount of \$1,505.00 from our minor equipment account (9120-2052-412.3084) to cover the cost of a new computer to account (120-2052-412-6002)

Sincerely,

Judge G.R. Flores
County Court At Law #2



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 3, 2014
To: Fran Lee, Auditor's Office
Re: Request to Transfer Funds

Hi Fran,

The Dispute Resolution Center (DRC) is requesting \$469.00 be transferred from Account #120-2060-412.50-01 (Advertising) to Account #120-2060-412.30-84 (Minor Equipment) to purchase an all-in-one color printer/scanner.

The DRC would like to purchase the following printer/scanner from CDW-G:

| | |
|--|----------|
| One (1) HP Color Laserjet Pro MFP M476DN | \$468.24 |
|--|----------|

The DRC is in need of the new printer/scanner to replace a nine year old black and white printer that no longer meets the needs of the office. The new printer/scanner will be used daily by all employees of the department for printing and scanning.

The DRC collaborated with the MIS Department to obtain quotes and determine the appropriate printer/scanner to meet the needs of the office.

In an effort to utilize resources, the DRC has saved funds in other DRC accounts to cover the cost of the new equipment. The DRC is not requesting additional funding for the equipment. The request is that funds be transferred from the DRC account to cover the cost.

Please let me know if you have any questions. Thank you so much for your help with this.

Sincerely,

A handwritten signature in black ink that reads "Kara Hawthorn". The signature is written in a cursive, flowing style.

Kara Hawthorn
Executive Director

JEFFERSON COUNTY CONSTABLE
PRECINCT-1
COLEY "NICK" SALEME



Memo

Date: September 3, 2014
To: Fran Lee, Financial Manager
From: Constable's Office Precinct 1 Fax #: (409) 839-2369
RE: Transfer Line Item
Priority: [Urgent]

Line-item Transfer Amendment

DATE: September 3, 2014

Honorable Commissioners Court of Jefferson County:

I submit to you for your consideration the following line-item transfers:

| | FUND | DEPT. | FROM | TO |
|---------|--|--------------------|----------|----------|
| From: | Extra Help | 120 3065 425-10-05 | \$7,000 | |
| From: | Education Pay | 120 3065 425-10-95 | \$10,000 | |
| To: | Minor Equipment | 120 3065 425-30-84 | | \$17,000 |
| Reason: | Amount to Cover Quote for Video Cameras | | | |
| From | Extra Help | 120 3065 425 10 05 | \$9,000 | |
| To: | Overtime Allowance | 120 3065 425 1098 | | \$9,000 |
| Reason: | Amount to Cover Overtime for remainder of budget year 2014 | | | |

C. Nick Saleme
Department Head /Chief Clerk-Administrative Assistant

Approved: County Judge for Commissioners Court

Attest: County Clerk

415 Century Parkway
 Allen, TX 75013
 (800) 605-6734
 www.watchguardvideo.com



4RE Price Estimate

Provided By: Dave Childress
 Contract #: 281-782-2544

TOTAL PROJECT ESTIMATED AT
\$24,100.00

Agency Name: **Jefferson County**
 Contact Person: **Tina Williams**
 Address: _____
 Address: _____
 Date: **July 15, 2014**

4RE Base System and Options

| | | Quantity |
|-----------------|---|----------|
| 4RE-200-GPS-ZSL | 4RE In-Car Camera System. Includes GPS, High definition Zero Sightline (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, hardware & cabling, 1 yr. warranty. Includes Evidence Library Express software. | 5 |

| MSRP | Direct | Extended |
|------------------------------|-------------|---------------------|
| \$ 5,450.00 | \$ 4,795.00 | \$ 23,975.00 |
| Total In-Car Hardware | | \$ 23,975.00 |

Evidence Library Server and Client Software

| | | Quantity |
|-----------------|---|----------|
| SFW-ELX-KIT-100 | Evidence Library Express Standalone Software | 1 |
| Notes: | <i>Applicable taxes may apply and are not necessarily accounted for on this estimate. Contact WatchGuard Video for a revised estimate.</i> ESTIMATE VALID FOR 30 DAYS | |

| MSRP | Direct | Extended |
|------------------------|--------|---------------------|
| \$ - | \$ - | \$ - |
| Subtotal: | | \$ 23,975.00 |
| UPS Ground Shipping: | | \$ 125.00 |
| Taxes: 0.0% | | \$ - |
| ESTIMATE TOTAL: | | \$ 24,100.00 |

Financing

Estimate Only
Call for Detailed Quote

- Includes applicable warranty coverage
- You take ownership immediately. Fully paid off at end of term
- For a detailed quote, call WatchGuard to determine final project price, approximate date of first payment, desired financing term, and basic agency information

Within Texas

| Payments | 3-Year | 4-Year | 5-Year |
|-------------|----------|----------|----------|
| Monthly | \$ 776 | \$ 630 | \$ 556 |
| Quarterly | \$ 2,318 | \$ 1,882 | \$ 1,661 |
| Semi-Annual | \$ 4,608 | \$ 3,742 | \$ 3,302 |
| Annual | \$ 9,110 | \$ 7,399 | \$ 6,528 |

Note: This is only an estimate for 4RE related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

(409) 839-2339 Phone
 (409) 839-2390 Fax
 Office email: jccp6@co.jefferson.tx.us
 Personal email: dbaker@co.jefferson.tx.us



1225 Pearl Street, Suite 101A
 Beaumont, Texas 77701-3261

Memo

Dana A. Baker, Sr.
 Constable, Precinct Six

Date: 9/2/14

To: Fran Lee, Financial Manager

From: Constable's Office Precinct 6

Fax Number: (409) 839-2390

RE: Transfer Line Item

Priority: [Urgent]

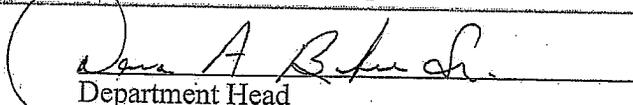
Line-item Transfer Amendment

DATE: September 2, 2014

Honorable Commissioners Court of Jefferson County:

I submit to you for your consideration the following line-item transfers:

| | FUND | DEPT. | ACCT. | AMT. |
|---------|---|--------------|-------|-------------|
| From: | Extra Help | 120 3070 425 | 10-05 | \$20,000.00 |
| From: | Overtime Allowance | 120 3070 425 | 10-98 | \$2,725.00 |
| From: | Minor Equipment | 120 3070 425 | 30-84 | \$6,275.00 |
| To: | Capital Line-Communication Equipment | 120 3070 425 | 6035 | |
| Reason: | Amount to Cover Requisition for Automobile Video Camera System (3 vehicles) | | | |


 Department Head

Approved: County Judge for Commissioners Court

Attest: County Clerk



11375 W. Sam Houston Parkway South #800
Houston, TX 77031
P. 281-925-0488 | F. 281-925-0535

Quotation Expiration: 60 Days
Terms: Net 30 Days
FOB Point: Destination

Prepared for: Jefferson County Constable Pct. 6
Address: 1225 Pearl Street, Suite 101
City, State: Beaumont, TX 77701
Contact: Dana Baker Sr.

| Quote # | Date |
|-------------------------------|-----------|
| 548583-3 | 7/28/2014 |
| Prepared by: | |
| Andrea Stinson (281-925-0451) | |

| COBAN IN-CAR SYSTEM - EDGE-SD | | | | | |
|---|--|-------------|-------------|---|--------------|
| SYSED-06 | EDGE IN-CAR SYSTEM 5.7" touchscreen monitor GPS Smart Power Module (SPM) w/ UPS 8 GB internal SSD OS drive 64 GB internal SSD Fail-Safe drive 60 GB removable SSD Front facing SD color camera Wireless microphone Covert backseat microphone Internal 802.11 a/g/n/ac wireless card Three year limited hardware warranty | \$ 5,159.00 | \$ 4,500.00 | 3 | \$ 13,500.00 |
| SCOPT-31 | Detached Wide Angle IR Camera (includes 1 - 12ft extension) | \$ 198.00 | \$ 180.00 | 3 | \$ 540.00 |
| SCPKB-DRA-0202 | G5 Receiver Antenna | \$ 47.00 | | | \$ - |
| SCPKB-DRA-0400 | G5 Second Sync Pkg B | \$ 100.00 | | | \$ - |
| SCAA-014 | Support Kit 8GB USB / Keyboard - EDGE | \$ 105.00 | \$ 95.00 | 1 | \$ 95.00 |
| VIDEO TRANSFER | | | | | |
| BMS-13 | Removable Hard Drive Upload Cradle | \$ 286.00 | \$ 260.00 | 1 | \$ 260.00 |
| BACK OFFICE STORAGE AND ARCHIVAL | | | | | |
| BSVR-01 | SERVER | \$ 3,536.25 | \$ 3,075.00 | 1 | \$ 3,075.00 |
| BUPS-01 | UPS | \$ 700.35 | \$ 609.00 | 1 | \$ 609.00 |
| BWKST-00 | WORKSTATION | \$ - | | | \$ - |
| DVMS - SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT | | | | | |
| WLIC-01 | COBAN DVMS SOLUTION - Software License with First Year Technical Support | \$ 176.00 | \$ 160.00 | 3 | \$ 480.00 |
| AUTOMATIC VEHICLE LOCATOR | | | | | |
| WLIC-09 | COBAN DVMS AVL Solution - COBAN DVMS AVL Server License | \$ 3,405.00 | \$ 3,095.00 | 1 | \$ 3,095.00 |
| WLIC-21 | COBAN AVL 5 CAL - Software License with First Year Technical Support | \$ 1,204.00 | \$ 1,095.00 | 1 | \$ 1,095.00 |
| WLIC-211 | COBAN DVMS AVL Vehicle Access Charge (EDGE) (per car/year) | \$ 116.00 | \$ 105.00 | 3 | \$ 315.00 |
| INSTALLATION OPTIONS | | | | | |
| LINST-10 | EDGE Hardware Installation (per vehicle) - COBAN certified personnel to install equipment on site. CAN NOT be in conjunction of LSET-19 | \$ 495.00 | \$ 495.00 | 3 | \$ 1,485.00 |
| BACK OFFICE SETUP CONFIGURATION AND SERVICES | | | | | |
| LSET-17 | BACKOFFICE SETUP PACKAGE A Initial project Deployment Includes 2 Day Onsite Back Office Setup (Configuration, Setup, Training). Includes travel/accommodations for 2 night. | \$ 3,095.00 | \$ 2,995.00 | 1 | \$ 2,995.00 |
| LSET-18 | One Day Additional Onsite Setup | \$ 1,245.00 | \$ 1,195.00 | 1 | \$ 1,195.00 |
| SHIPPING | | | | | |
| LFEE-050 | Shipping - In-Car Equipment (EDGE, M7 MDC, M7 VMDC, ALPR) | \$ 50.00 | \$ 50.00 | 3 | \$ 150.00 |
| LFEE-055 | Shipping - Back Office Hardware (Server, Auto DVD, Interview, Jail) Each | \$ 150.00 | \$ 150.00 | 1 | \$ 150.00 |
| LFEE-053 | Shipping - Miscellaneous (VIEVU, Spares, Options) | \$ 25.00 | | | \$ - |

rear det camer
Subtotal \$ 29,039.00
Additional Discount (s) \$ 540.00
Taxes (if applicable)
GRAND TOTAL \$ 28,499.00

Terms /Conditions / Assumptions:

1. If required, bid bond, performance bond, permits and fees will be at additional costs.
2. A tax exempt number will be provided upon acceptance of this proposal.

TITAN M7 Mounting Hardware Note: (as applicable) COBAN does not provide mounting equipment below the keyboard. Agency will need to use its existing or procure pedestal/arm to support the monitor and keyboard mount from COBAN or third party.

Wireless Services Note: All prices may change depending on outcome of site survey.

- A. All electrical, conduit, pipe stubs, cores, raceways, chases, sleeves, plywood, dumpsters, etc. are to be provided and installed by others.
- B. All work to be done during the normal workday.
- C. All cable to be plenum rated.
- D. Cross-connects and patch cables are not part of this price.
- E. Electronics for data to be provided and installed by others.
- F. Labor is guaranteed to be as specified, and the above work to be performed in accordance with drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

Lease Payment Options



11375 W. Sam Houston Parkway South #800
 Houston, TX 77031
 P. 281-925-0488 | F. 281-925-0535

Quotation Expiration: 60 Days
 Terms: Net 30 Days
 FOB Point: Destination

Prepared for: Jefferson County Constable Pct. 6
 Address: 1225 Pearl Street, Suite 101
 City, State: Beaumont, TX 77701
 Contact: Dana Baker Sr.

| Quote # | Date |
|----------|-----------|
| 548583-3 | 7/28/2014 |

Prepared by:
 Andrea Stinson (281-925-0451)

| | | |
|---|------------------|--------------|
| COBAN Technologies, Inc. 11375 W Sam Houston Pkwy S # 800 Houston, Texas 77031 Equipment Price | | \$ 28,499.00 |
| <u>\$1.00 Purchase Lease or Finance Agreement</u> | | |
| | 24 month payment | \$1,304.11 |
| | 36 month payment | \$889.74 |
| | 48 month payment | \$682.84 |
| | 60 month payment | \$558.58 |
| ALL PAYMENTS ARE SUBJECT TO AN APPROVAL & APPLICABLE TAX | | |
| - Semi-annual & annual Terms available - Unsecured lease with no blanket liens, loan covenants, or additional collateral required - Payments are fixed for the term with no annual financial review or early call by lender | | |
| <u>Longer term options available for \$200,000 and above transactions</u> | | |
| Please contact us for more information. | | |

Fran Lee

From: Mike Trahan <mtrahan@co.jefferson.tx.us>
Sent: Tuesday, September 02, 2014 11:06 AM
To: 'Fran Lee'
Subject: Budget transfer for, buildings and grounds 09022014

To: Fran

From: Mike Trahan

Date: September 2, 2014

Re: Budget- Buildings and Grounds

Fran,

I need to request a transfer of \$1500.00 from account 120-6085-416-1005 Extra Help, to account 120-6085-416-4009, Buildings and Grounds

This transfer is to cover cost in buildings and grounds for the remainder of the budget year.

I do understand that this transfer has to go through Commissioner's court, so please see that this item is put on the next Commissioner's Court agenda.

Thanks for your help, as always.

Mike Trahan

Superintendent, Road and Bridge Pct. 2

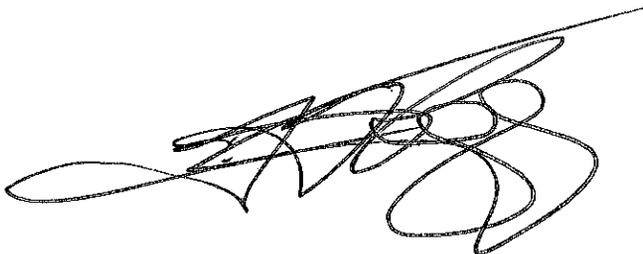
58th District Court

Memo

To: COMMISSIONERS COURT
From: TOM RUGG, 58th District Court
Date: 8/29/2014
Re: Budget Transfers

The following budget transfer is necessary for 58th District Court for replacement of a computer. Please call if you have any questions.

| | | | |
|-------|-------------------|--------------------|-----------|
| To: | 120-2033-412-6002 | Capital - Computer | \$1500.00 |
| From: | 120-2033-412-5062 | Travel | \$1500.00 |



JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending July 31, 2014



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

August 27, 2014

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
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 July 31, 2014 together with the results of operations of the budget for the tenth period then ended.

Revenue:

Total budgeted revenue collected for the month ending July 31, 2014 is \$113,930,997. Budgeted Revenues are \$120,094,477 leaving \$6,163,480 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$83,605,022 for the first ten months of the year. Revenue from Property Taxes is budgeted at \$84,630,980.

Sales Taxes:

Seventy-five percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$21,450,000.

Page Two

Licenses & Permits:

Eighty-four percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$430,000 for the year.

Intergovernmental:

Eighty-nine percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,497,541.

Fees:

A total of \$11,053,156 of revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,167,106 for the year.

Fines and Forfeitures:

Seventy-seven percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,675,000.

Interest:

Eighty-seven percent of the budgeted revenue for Interest has been collected. Revenues from Interest are budgeted to be \$219,850.

Other Revenues:

Ninety-eight percent of Other Revenues has been collected. Revenues from Other Revenues are budgeted to be \$24,000 for the year.

Expenditures:

Overall for the County's budgeted funds, eighty percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$120,126,587, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,535,441 for the fiscal year ending September 30, 2014.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Swain', with a long horizontal stroke extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING JULY 31, 2014
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending July 31, 2014

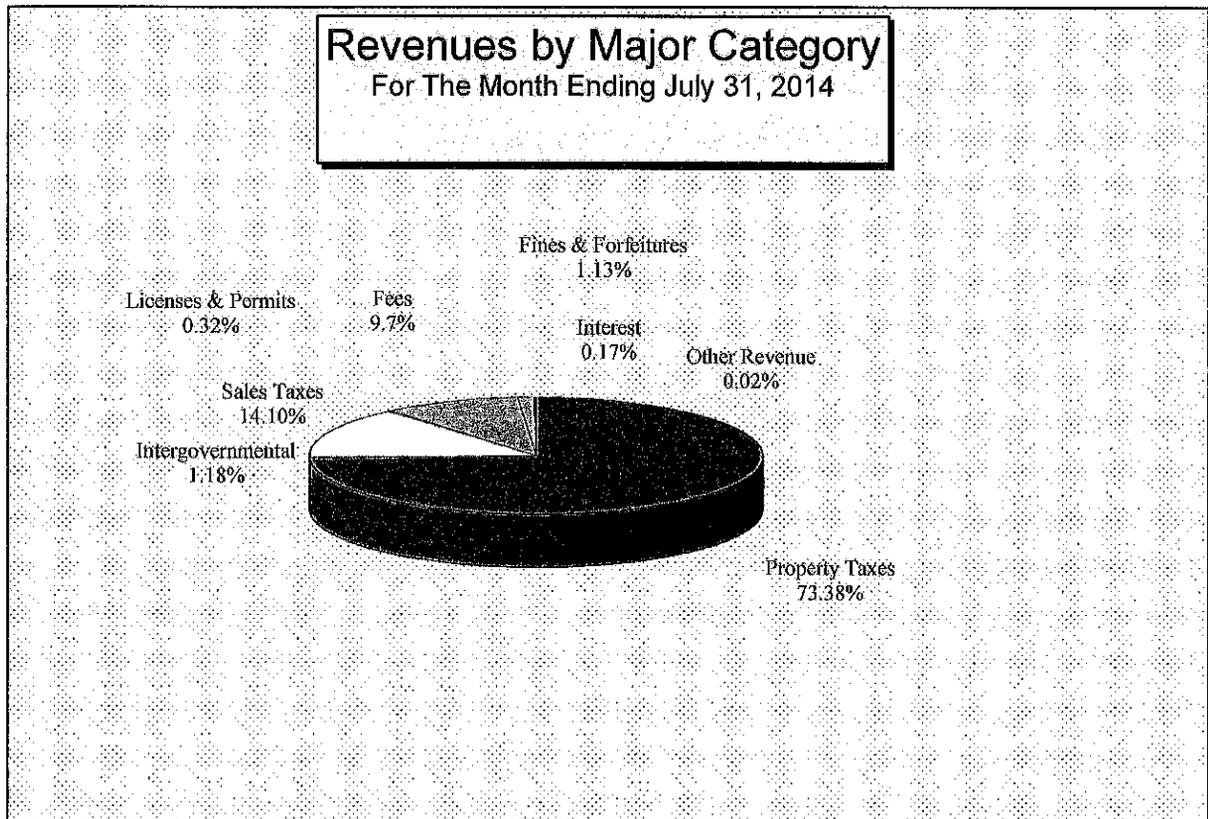
| | <u>General Funds</u> | <u>Special Revenue Funds</u> | <u>Capital Project Funds</u> | <u>Debt Service Funds</u> | <u>Enterprise Funds</u> | <u>Internal Service Funds</u> | <u>Total</u> |
|--|--------------------------|--------------------------------------|--------------------------------------|-----------------------------------|-----------------------------|---------------------------------------|---------------------------|
| <u>ASSETS</u> | | | | | | | |
| Cash and Cash Equivalents | \$ 64,046,649 | 16,204,403 | 9,280,638 | 921,365 | (839,279) | 1,769,991 | \$ 91,383,767 |
| Receivables & Prepaids | 6,352,937 | 76,997 | - | 149,689 | 193,437 | - | 6,773,060 |
| Intergovernmental Receivables | 1,858,085 | - | - | - | - | - | 1,858,085 |
| Due From Other Funds | 150,000 | - | - | - | - | - | 150,000 |
| Inventory | 587,972 | 39,911 | - | - | 196,373 | - | 824,256 |
| Other Assets | - | - | - | - | 87,043,444 | - | 87,043,444 |
| Total Assets | \$ <u>72,995,643</u> | \$ <u>16,321,311</u> | \$ <u>9,280,638</u> | \$ <u>1,071,054</u> | \$ <u>86,593,975</u> | \$ <u>1,769,991</u> | \$ <u>188,032,612</u> |
| <u>LIABILITIES AND FUND BALANCE/EQUITY</u> | | | | | | | |
| Payables | \$ 2,755,851 | 431,131 | - | - | 54,388 | 1,711,178 | \$ 4,952,548 |
| Intergovernmental Payables | 360 | - | - | - | 52 | - | 412 |
| Due To Other Funds | - | - | - | - | - | - | - |
| Other Liabilities | 5,639,416 | 82,624 | - | 130,865 | 457,966 | - | 6,310,871 |
| Fund Balance/Equity | <u>64,600,016</u> | <u>15,807,556</u> | <u>9,280,638</u> | <u>940,189</u> | <u>86,081,569</u> | <u>58,813</u> | <u>176,768,781</u> |
| Total Liabilities and Fund Balance/Equity | \$ <u>72,995,643</u> | \$ <u>16,321,311</u> | \$ <u>9,280,638</u> | \$ <u>1,071,054</u> | \$ <u>86,593,975</u> | \$ <u>1,769,991</u> | \$ <u>188,032,612</u> |

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending July 31, 2014

| | <u>6/30/2014</u> | <u>Month Ending 7/31/2014</u> | | | <u>7/31/2014</u> | |
|------------------------------|-----------------------|-------------------------------|----------------------|-------------------------------|------------------------------------|-----------------------|
| | <u>Fund Balance</u> | <u>Receipts</u> | <u>Disbursements</u> | <u>Transfers In/(Out)</u> | <u>Prior Period Adjustment</u> | <u>Fund Balance</u> |
| Jury Fund | \$ 393,674 | \$ 30,196 | \$ 100,965 | \$ - | \$ - | \$ 322,905 |
| Road & Bridge Pct. 1 | 1,674,896 | 82,809 | 171,414 | - | - | 1,586,291 |
| Road & Bridge Pct. 2 | 590,309 | 76,584 | 113,261 | - | - | 553,632 |
| Road & Bridge Pct. 3 | 902,345 | 69,071 | 154,870 | - | - | 816,546 |
| Road & Bridge Pct. 4 | 1,302,460 | 100,608 | 386,341 | - | - | 1,016,727 |
| Engineering Fund | 255,520 | 7,495 | 69,867 | - | - | 193,148 |
| Parks & Recreation | 44,753 | 9,231 | 13,459 | - | - | 40,525 |
| General Fund | 59,074,805 | 3,645,139 | 7,266,631 | (322,000) | - | 55,131,313 |
| Mosquito Control Fund | 1,421,039 | 19,215 | 258,481 | - | - | 1,181,773 |
| Tobacco Settlement Fund | 3,755,956 | 1,200 | - | - | - | 3,757,156 |
| Total General Funds | 69,415,757 | 4,041,548 | 8,535,289 | (322,000) | - | 64,600,016 |
| Total Special Revenue Funds | 15,444,169 | 1,962,219 | 1,575,807 | (23,025) | - | 15,807,556 |
| Total Capital Project Funds | 9,392,134 | 38,708 | 150,204 | - | - | 9,280,638 |
| Total Debt Service Funds | 6,085,635 | 53,638 | 5,199,084 | - | - | 940,189 |
| Total Enterprise Funds | 86,183,192 | 461,311 | 908,139 | 345,025 | - | 86,081,389 |
| Total Internal Service Funds | (151,932) | 1,968,907 | 1,758,162 | - | - | 58,813 |
| Total Balances | \$ 186,368,955 | \$ 8,526,331 | \$ 18,126,685 | \$ - | \$ - | \$ 176,768,601 |

Jefferson County Texas
 Statement of Revenues by Category - Compared with Budget Allocation
 For The Month Ending July 31, 2014

| Category | Cumulative Actual | Annual Budget | Unrealized Balance | Percentage Unrealized |
|---------------------|-----------------------|-----------------------|-----------------------|--------------------------|
| Property Taxes | \$ 83,605,022 | \$ 84,630,980 | \$ 1,025,958 | 1.21% |
| Sales Taxes | 16,063,671 | 21,450,000 | 5,386,329 | 25.11% |
| Licenses & Permits | 360,948 | 430,000 | 69,052 | 16.06% |
| Intergovernmental | 1,339,410 | 1,497,541 | 158,131 | 10.56% |
| Fees | 11,053,156 | 10,167,106 | (886,050) | -8.71% |
| Fines & Forfeitures | 1,293,028 | 1,675,000 | 381,972 | 22.80% |
| Interest | 192,237 | 219,850 | 27,613 | 12.56% |
| Other Revenue | 23,525 | 24,000 | 475 | 1.98% |
| | <u>\$ 113,930,997</u> | <u>\$ 120,094,477</u> | <u>\$ 6,163,480</u> | <u>5.13%</u> |



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending July 31, 2014

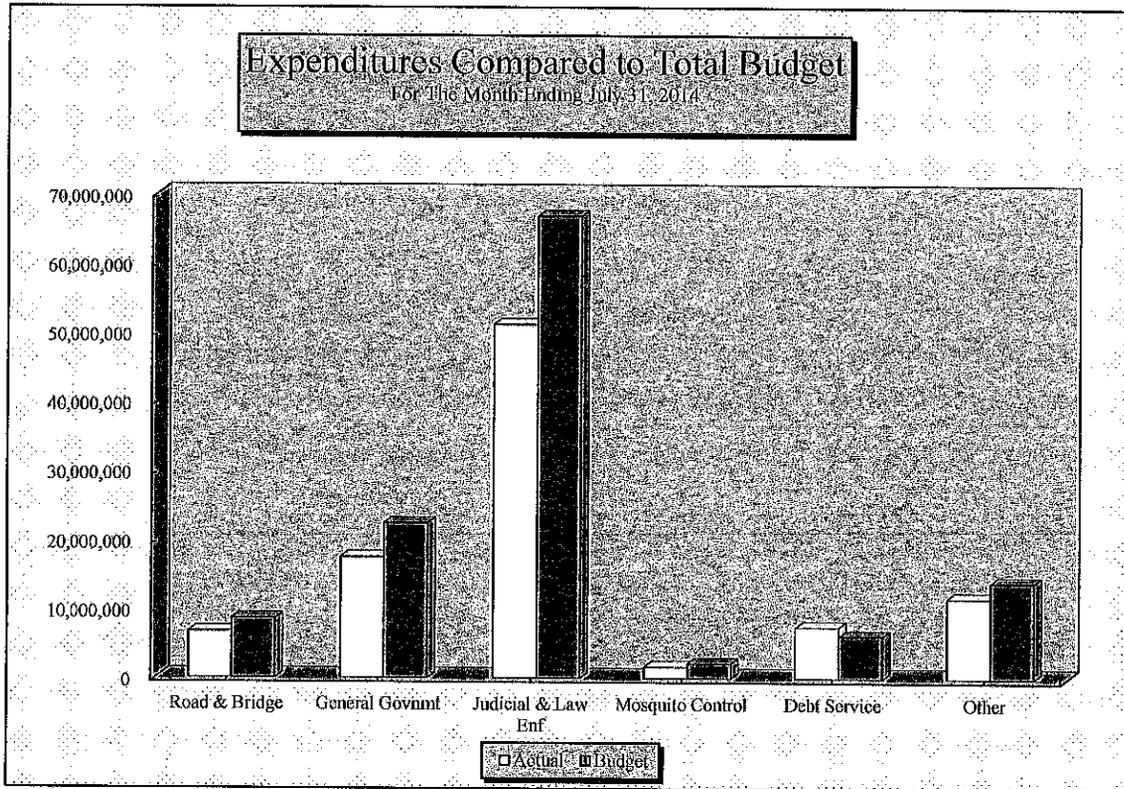
| | October 2013 | | | | | | | | | Cumulative | Annual | Unrealized |
|---------------------------|--------------|------------|------------|----------|------------|----------|---------|----------|------------|------------|----------|------------|
| | -December | January | February | March | April | May | June | July | Total | Budget | Balance | |
| Jury Fund | | | | | | | | | | | | |
| Current Taxes | \$ 14,574 | \$ 128,246 | \$ 157,030 | \$ 3,848 | \$ (1,959) | \$ 1,769 | \$ 371 | \$ 2,123 | \$ 306,002 | \$ 309,641 | \$ 3,639 | |
| Delinquent Taxes | 1,109 | 194 | 241 | 508 | 312 | 397 | 74 | 524 | 3,359 | 3,766 | 407 | |
| Jury Fees | 4,742 | 2,426 | 2,753 | 2,713 | 2,608 | 2,312 | 3,256 | 2,661 | 23,471 | 55,000 | 31,529 | |
| Intergovernmental Revenue | 69,733 | 32,504 | 28,934 | 40,290 | 11,356 | - | 105,638 | 24,888 | 313,343 | 550,000 | 236,657 | |
| Road & Bridge Pct. 1 | | | | | | | | | | | | |
| Current Taxes | 28,602 | 251,691 | 308,181 | 7,553 | (3,844) | 3,471 | 728 | 4,166 | 600,548 | 607,692 | 7,144 | |
| Delinquent Taxes | 270 | 47 | 59 | 124 | 76 | 97 | 18 | 128 | 819 | 917 | 98 | |
| Intergovernmental Revenue | - | - | - | - | - | - | - | - | - | - | - | |
| Auto Registration Fees | - | 125,122 | - | - | 420,826 | - | - | - | 545,948 | 495,140 | (50,808) | |
| Road & Bridge Fees | 110,144 | 47,265 | 44,784 | 57,924 | 49,894 | 56,592 | 45,584 | 57,071 | 469,258 | 534,230 | 64,972 | |
| Sales, Rentals & Services | - | 42 | - | - | - | - | - | - | 42 | - | (42) | |
| Fines and Forfeitures | 43,696 | 18,513 | 23,128 | 39,295 | 28,089 | 25,660 | 20,942 | 21,444 | 220,767 | 273,630 | 52,863 | |
| Road & Bridge Pct. 2 | | | | | | | | | | | | |
| Current Taxes | 26,385 | 232,181 | 284,294 | 6,968 | (3,546) | 3,202 | 672 | 3,843 | 553,999 | 560,588 | 6,589 | |
| Delinquent Taxes | 638 | 112 | 139 | 292 | 179 | 229 | 43 | 302 | 1,934 | 2,167 | 233 | |
| Intergovernmental Revenue | - | - | - | - | - | - | - | - | - | - | - | |
| Auto Registration Fees | - | 115,424 | - | - | 388,207 | - | - | - | 503,631 | 456,760 | (46,871) | |
| Road & Bridge Fees | 101,606 | 43,601 | 41,313 | 53,434 | 46,027 | 52,205 | 42,050 | 52,646 | 432,882 | 492,820 | 59,938 | |
| Sales, Rentals & Services | - | 2,500 | - | - | - | - | - | - | 2,500 | - | (2,500) | |
| Fines and Forfeitures | 40,307 | 17,077 | 21,334 | 36,248 | 25,924 | 23,736 | 19,360 | 19,793 | 203,779 | 252,420 | 48,641 | |
| Road & Bridge Pct. 3 | | | | | | | | | | | | |
| Current Taxes | 23,816 | 209,582 | 256,622 | 6,290 | (3,201) | 2,891 | 607 | 3,469 | 500,076 | 506,022 | 5,946 | |
| Delinquent Taxes | 1,929 | 338 | 419 | 883 | 543 | 691 | 129 | 912 | 5,844 | 6,552 | 708 | |
| Intergovernmental Revenue | - | - | - | - | - | - | - | - | - | - | - | |
| Auto Registration Fees | - | 104,188 | - | - | 350,418 | - | - | - | 454,606 | 412,300 | (42,306) | |
| Road & Bridge Fees | 91,716 | 39,357 | 37,291 | 48,233 | 41,547 | 47,123 | 37,957 | 47,523 | 390,747 | 444,850 | 54,103 | |
| Sales, Rentals & Services | (5) | (649) | - | 2,036 | - | (1,332) | 1,000 | (700) | 350 | - | (350) | |
| Fines and Forfeitures | 36,386 | 15,416 | 19,259 | 32,721 | 23,403 | 21,430 | 17,478 | 17,867 | 183,960 | 227,850 | 43,890 | |
| Road & Bridge Pct. 4 | | | | | | | | | | | | |
| Current Taxes | 30,950 | 272,359 | 333,489 | 8,174 | (4,159) | 3,756 | 788 | 4,508 | 649,865 | 657,595 | 7,730 | |
| Delinquent Taxes | 270 | 47 | 59 | 124 | 76 | 97 | 18 | 128 | 819 | 917 | 98 | |
| Intergovernmental Revenue | - | - | - | - | - | - | - | 698 | 698 | 2,000 | 1,302 | |
| Auto Registration Fees | - | 135,398 | - | - | 455,383 | - | - | - | 590,781 | 535,800 | (54,981) | |
| Road & Bridge Fees | 119,190 | 51,146 | 48,462 | 62,680 | 53,992 | 61,239 | 49,327 | 61,757 | 507,793 | 578,100 | 70,307 | |
| Sales, Rentals & Services | (712) | 400 | - | - | 2,850 | 1,304 | 3,559 | 10,312 | 17,713 | - | (17,713) | |
| Fines and Forfeitures | 47,281 | 20,032 | 25,026 | 42,520 | 30,394 | 27,769 | 22,662 | 23,205 | 238,889 | 296,100 | 57,211 | |
| Other Revenue | - | - | - | - | - | - | - | - | - | - | - | |

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending July 31, 2014

| | October 2013 | | | | | | | | | Cumulative | Annual | Unrealized |
|-------------------------------|----------------------|----------------------|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|-----------------------|---------------------|------------|
| | -December | January | February | March | April | May | June | July | Total | Budget | Balance | |
| Engineering Fund | | | | | | | | | | | | |
| Current Taxes | \$ 41,425 | \$ 364,536 | \$ 446,354 | \$ 10,940 | \$ (5,567) | \$ 5,028 | \$ 1,055 | \$ 6,033 | \$ 869,804 | \$ 880,149 | \$ 10,345 | |
| Delinquent Taxes | 3,091 | 541 | 672 | 1,415 | 869 | 1,107 | 206 | 1,462 | 9,363 | 10,499 | 1,136 | |
| Licenses and Permits | 200 | 700 | - | - | - | - | - | - | 900 | 1,000 | 100 | |
| Sales, Rentals & Services | 500 | - | 200 | - | 500 | 200 | 200 | - | 1,600 | 1,500 | (100) | |
| Parks & Recreation | | | | | | | | | | | | |
| Current Taxes | 3,614 | 31,804 | 38,942 | 954 | (486) | 439 | 92 | 526 | 75,885 | 76,788 | 903 | |
| Delinquent Taxes | 576 | 101 | 125 | 264 | 162 | 207 | 38 | 273 | 1,746 | 1,958 | 212 | |
| Sales, Rentals & Services | 13,121 | 4,170 | 2,283 | 7,226 | 5,805 | 5,541 | 5,295 | 8,432 | 51,873 | 45,400 | (6,473) | |
| General Fund | | | | | | | | | | | | |
| Current Taxes | 3,791,636 | 33,365,999 | 33,472,563 | (269,226) | (509,550) | 460,190 | 96,561 | 552,229 | 70,960,402 | 71,907,283 | 946,881 | |
| Delinquent Taxes | 285,578 | 50,023 | 62,090 | 130,732 | 80,322 | 102,344 | 19,069 | 135,088 | 865,246 | 970,030 | 104,784 | |
| Sales Taxes | 1,880,232 | 1,962,768 | 2,388,508 | 1,690,828 | 1,909,343 | 2,092,238 | 1,971,455 | 2,168,299 | 16,063,671 | 21,450,000 | 5,386,329 | |
| Other Taxes | 38 | - | - | - | - | - | 23,487 | - | 23,525 | 24,000 | 475 | |
| Licenses and Permits | 79,793 | 38,683 | 33,386 | 42,936 | 48,440 | 36,793 | 32,518 | 47,499 | 360,048 | 429,000 | 68,952 | |
| Intergovernmental Revenue | 130,866 | 33,432 | 70,680 | 200,929 | 318,063 | 132,651 | 60,631 | 78,117 | 1,025,369 | 945,541 | (79,828) | |
| Fees of Office | 668,378 | 511,970 | 343,333 | 468,454 | 386,357 | 334,909 | 344,112 | 391,003 | 3,448,516 | 4,370,244 | 921,728 | |
| Other Sales, Rentals & Svcs. | 812,471 | (24,088) | 435,698 | 182,735 | 193,377 | 232,416 | 198,107 | 240,729 | 2,271,445 | 1,744,962 | (526,483) | |
| Fines & Forfeitures | 79,906 | 46,481 | 38,346 | 41,691 | 122,718 | 5,874 | 97,188 | 13,429 | 445,633 | 625,000 | 179,367 | |
| Interest | 33,521 | 25,519 | 22,147 | 21,609 | 17,322 | 13,362 | 20,139 | 18,746 | 172,365 | 200,000 | 27,635 | |
| Other Revenue | - | - | - | - | - | - | - | - | - | - | - | |
| Mosquito Control Fund | | | | | | | | | | | | |
| Current Taxes | 104,681 | 921,178 | 1,127,934 | 27,646 | (14,068) | 12,705 | 2,666 | 15,246 | 2,197,988 | 2,224,130 | 26,142 | |
| Delinquent Taxes | 8,390 | 1,470 | 1,824 | 3,841 | 2,360 | 3,006 | 560 | 3,969 | 25,420 | 28,499 | 3,079 | |
| Spraying Contract | - | - | - | - | - | - | - | - | - | - | - | |
| Sales, Rentals & Services | - | - | - | - | - | - | - | - | - | - | - | |
| Tobacco Settlement Fund | | | | | | | | | | | | |
| Interest | 2,366 | 1,713 | 947 | 995 | 849 | 732 | 1,199 | 1,200 | 10,001 | 11,000 | 999 | |
| Debt Service | | | | | | | | | | | | |
| Current Taxes | 280,730 | 2,470,397 | 3,024,871 | 74,141 | (37,728) | 34,071 | 7,149 | 40,886 | 5,894,517 | 5,801,092 | (93,425) | |
| Delinquent Taxes | 26,454 | 4,780 | 5,430 | 12,860 | 7,706 | 9,937 | 1,753 | 12,466 | 81,386 | 74,695 | (6,691) | |
| Interest | 841 | 1,339 | 1,482 | 1,581 | 1,318 | 1,145 | 1,879 | 286 | 9,871 | 8,850 | (1,021) | |
| Other, Sales, Rentals & Svcs. | 1,340,000 | - | - | - | - | - | - | - | 1,340,000 | - | (1,340,000) | |
| Total | \$ 10,381,035 | \$ 41,678,075 | \$ 43,150,632 | \$ 3,105,409 | \$ 4,443,507 | \$ 3,819,533 | \$ 3,257,620 | \$ 4,095,186 | \$ 113,930,997 | \$ 120,094,477 | \$ 6,163,480 | |

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 83% of Budget Expended
 For The Month Ending July 31, 2014

| | <u>Cumulative Actual</u> | <u>Annual Budget</u> | <u>Unencumbered Balance</u> | <u>Percentage Unencumbered</u> |
|-------------------------|------------------------------|--------------------------|---------------------------------|------------------------------------|
| Jury Fund | \$ 604,543 | \$ 782,993 | \$ 178,450 | 22.79% |
| Road & Bridge Funds | 5,859,593 | 7,421,095 | 1,561,502 | 21.04% |
| Engineering Fund | 756,963 | 979,849 | 222,886 | 22.75% |
| Parks & Recreation Fund | 129,236 | 195,650 | 66,414 | 33.95% |
| General Fund: | | | | |
| General Government | 17,508,040 | 22,412,482 | 4,904,442 | 21.88% |
| Judicial | 13,305,723 | 17,481,157 | 4,175,434 | 23.89% |
| Law Enforcement | 37,289,660 | 48,613,066 | 11,323,406 | 23.29% |
| Education | 303,783 | 394,557 | 90,774 | 23.01% |
| Health & Welfare | 7,308,904 | 8,378,683 | 1,069,779 | 12.77% |
| Maintenance | 2,717,213 | 3,631,193 | 913,980 | 25.17% |
| Other | 1,256,685 | 1,475,695 | 219,010 | 14.84% |
| Mosquito Control Fund | 1,699,576 | 2,170,655 | 471,079 | 21.70% |
| Tobacco Settlement | 50,000 | 50,000 | - | - |
| Debt Service Funds | 7,456,599 | 6,139,512 | (1,317,087) | -21.45% |
| | <u>\$ 96,246,518</u> | <u>\$ 120,126,587</u> | <u>\$ 23,880,069</u> | <u>19.88%</u> |



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending July 31, 2014

| | October 2012 | | | | | | | | Encumbrances | Cumulative Total | Annual Budget | Unencumbered Balance |
|-----------------------|--------------|-----------|-----------|-----------|-----------|-----------|------------|------------|--------------|---------------------|------------------|-------------------------|
| | December | January | February | March | April | May | June | July | | | | |
| Jury Fund | \$ 149,628 | \$ 66,397 | \$ 55,096 | \$ 68,382 | \$ 14,013 | \$ 14,333 | \$ 126,557 | \$ 100,965 | \$ 9,172 | \$ 604,543 | \$ 782,993 | \$ 178,450 |
| Road & Brdg Pct. 1 | 279,037 | 130,077 | 102,543 | 88,798 | 94,398 | 102,006 | 113,687 | 171,414 | 224,895 | 1,306,855 | 1,638,400 | 331,545 |
| Road & Brdg Pct. 2 | 324,044 | 139,865 | 110,875 | 106,971 | 201,547 | 294,261 | 110,472 | 113,261 | 81,672 | 1,482,968 | 1,816,739 | 333,771 |
| Road & Brdg Pct. 3 | 271,531 | 140,982 | 116,428 | 99,145 | 114,751 | 103,852 | 109,698 | 154,870 | 131,961 | 1,243,218 | 1,807,453 | 564,235 |
| Road & Brdg Pct. 4 | 373,811 | 156,245 | 99,127 | 101,915 | 114,270 | 275,924 | 159,430 | 386,341 | 159,489 | 1,826,552 | 2,158,503 | 331,951 |
| Engineering | 208,586 | 101,253 | 93,728 | 68,740 | 69,461 | 70,040 | 68,828 | 69,867 | 6,460 | 756,963 | 979,849 | 222,886 |
| Parks & Recreation | 36,840 | 13,322 | 11,178 | 9,573 | 8,646 | 21,296 | 11,329 | 13,459 | 3,593 | 129,236 | 195,650 | 66,414 |
| Tax Assessor/Coll. | 832,150 | 408,810 | 249,179 | 254,627 | 252,966 | 250,831 | 252,317 | 247,211 | 9,579 | 2,757,670 | 3,599,623 | 841,953 |
| Human Resources | 90,386 | 42,408 | 28,323 | 31,471 | 26,356 | 25,432 | 28,269 | 29,523 | 1,200 | 303,368 | 427,626 | 124,258 |
| County Auditor | 339,110 | 146,985 | 98,522 | 96,936 | 95,501 | 101,581 | 100,370 | 98,269 | 275 | 1,077,549 | 1,378,829 | 301,280 |
| County Clerk | 480,907 | 237,463 | 159,768 | 159,885 | 162,659 | 155,472 | 165,148 | 157,982 | 54,217 | 1,733,501 | 2,157,843 | 424,342 |
| County Judge | 192,297 | 87,343 | 61,108 | 64,788 | 65,903 | 63,236 | 61,409 | 58,782 | 347 | 655,213 | 872,942 | 217,729 |
| Risk Management | 51,021 | 25,938 | 18,365 | 17,702 | 18,397 | 17,853 | 17,863 | 17,690 | - | 184,829 | 234,594 | 49,765 |
| County Treasurer | 78,486 | 38,654 | 26,722 | 27,187 | 27,779 | 27,780 | 28,183 | 27,965 | 1,189 | 283,945 | 364,587 | 80,642 |
| Printing Department | 30,809 | 13,626 | 9,338 | 8,397 | 10,508 | 12,625 | 14,236 | 6,802 | 9,226 | 115,567 | 155,883 | 40,316 |
| Purchasing Department | 115,108 | 54,825 | 38,080 | 38,772 | 38,429 | 38,912 | 36,508 | 48,829 | 7,236 | 416,699 | 528,967 | 112,268 |
| General Services | 2,431,232 | 640,732 | 567,023 | 1,832,411 | 418,450 | 429,756 | 753,238 | 429,301 | 30,220 | 7,532,363 | 9,638,308 | 2,105,945 |
| MIS | 460,521 | 187,034 | 137,262 | 134,791 | 127,533 | 135,505 | 148,866 | 135,577 | 24,047 | 1,491,136 | 1,882,451 | 391,315 |
| Voter's Registration | 90,405 | 14,543 | 6,502 | 28,962 | 5,261 | 23,005 | 17,378 | 15,284 | 876 | 202,216 | 261,725 | 59,509 |
| Elections | 174,295 | 33,185 | (446) | 232,085 | 38,545 | 154,356 | 103,851 | 7,654 | 10,459 | 753,984 | 909,104 | 155,120 |
| District Attorney | 1,215,003 | 603,851 | 415,495 | 406,630 | 411,109 | 461,023 | 430,958 | 426,414 | 10,099 | 4,380,582 | 5,739,766 | 1,359,184 |
| District Clerk | 351,820 | 173,613 | 116,914 | 120,211 | 118,352 | 121,681 | 121,458 | 130,757 | 4,606 | 1,259,412 | 1,752,456 | 493,044 |
| Criminal Dist. Court | 195,591 | 81,691 | 102,773 | 101,418 | 115,074 | 116,252 | 116,632 | 177,238 | 700 | 1,007,369 | 1,418,967 | 411,598 |
| 58th Dist. Court | 64,980 | 31,920 | 23,552 | 21,832 | 19,519 | 22,823 | 22,238 | 22,381 | 61 | 229,306 | 291,940 | 62,634 |
| 60th Dist. Court | 62,747 | 31,002 | 20,916 | 20,893 | 21,224 | 22,329 | 22,362 | 20,682 | 2,630 | 224,785 | 280,993 | 56,208 |
| 136th Dist. Court | 65,648 | 31,763 | 21,421 | 21,409 | 21,461 | 21,659 | 21,683 | 21,493 | - | 226,537 | 282,919 | 56,382 |
| 172nd Dist. Court | 63,744 | 30,122 | 20,329 | 20,904 | 20,378 | 21,511 | 20,667 | 20,527 | - | 218,182 | 288,063 | 69,881 |
| 252nd Dist. Court | 437,819 | 153,111 | 92,885 | 89,517 | 120,986 | 114,534 | 126,257 | 115,633 | 76 | 1,250,818 | 1,423,025 | 172,207 |
| 279th Dist. Court | 80,172 | 30,609 | 24,574 | 34,481 | 27,511 | 28,036 | 26,574 | 29,484 | - | 281,441 | 382,163 | 100,722 |
| 317th Dist. Court | 166,590 | 59,207 | 50,068 | 70,076 | 56,657 | 48,788 | 54,616 | 54,495 | 350 | 560,847 | 736,721 | 175,874 |
| J.P. Pct. 1 PI 1 | 77,051 | 37,335 | 26,307 | 26,517 | 26,071 | 25,689 | 27,259 | 26,274 | 69 | 272,572 | 340,389 | 67,817 |
| J.P. Pct. 1 PI 2 | 76,121 | 37,422 | 24,569 | 24,899 | 25,509 | 25,025 | 25,139 | 25,167 | 787 | 264,638 | 340,774 | 76,136 |
| J.P. Pct. 2 | 63,133 | 31,783 | 21,556 | 21,900 | 22,355 | 21,031 | 21,965 | 22,315 | 233 | 226,271 | 328,477 | 102,206 |
| J.P. Pct. 4 | 73,582 | 37,329 | 24,821 | 25,247 | 24,784 | 25,533 | 25,055 | 25,321 | 936 | 262,608 | 345,086 | 82,478 |
| J.P. Pct. 6 | 81,073 | 41,363 | 26,425 | 27,156 | 27,328 | 26,145 | 26,044 | 26,827 | 534 | 282,895 | 354,336 | 71,441 |
| J.P. Pct. 7 | 72,882 | 34,713 | 24,529 | 25,761 | 21,827 | 21,040 | 21,228 | 22,508 | 1,248 | 245,736 | 345,341 | 99,605 |
| J.P. Pct. 8 | 68,776 | 33,531 | 23,317 | 23,015 | 22,696 | 22,540 | 23,645 | 25,900 | 1,967 | 245,387 | 354,100 | 108,713 |
| Cnty. Court at Law 1 | 101,945 | 50,926 | 34,036 | 35,810 | 34,058 | 34,889 | 34,162 | 34,099 | 193 | 360,118 | 462,464 | 102,346 |
| Cnty. Court at Law 2 | 147,345 | 67,524 | 47,386 | 49,810 | 46,306 | 48,877 | 48,342 | 49,829 | 700 | 506,119 | 649,763 | 143,644 |
| Cnty. Court at Law 3 | 133,061 | 63,108 | 38,346 | 41,855 | 50,005 | 52,900 | 46,097 | 43,710 | 1,225 | 470,307 | 623,314 | 153,007 |
| Court Master | 82,500 | 40,952 | 26,383 | 38,398 | 43,970 | 48,817 | 47,293 | 47,638 | 158 | 376,109 | 489,479 | 113,370 |

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending July 31, 2014

| | October 2012 | | | | | | | | Encumbrances | Cumulative | Annual | Unencumbered |
|----------------------|----------------------|----------------------|---------------------|---------------------|---------------------|----------------------|---------------------|----------------------|---------------------|----------------------|-----------------------|----------------------|
| | December | January | February | March | April | May | June | July | | Total | Budget | Balance |
| Dispute Resolution | \$ 42,855 | \$ 23,364 | \$ 14,408 | \$ 15,201 | \$ 13,969 | \$ 14,833 | \$ 14,297 | \$ 14,172 | \$ 585 | \$ 153,684 | \$ 250,621 | \$ 96,937 |
| Alternative School | 73,369 | 40,076 | 26,896 | 27,299 | 26,900 | 31,617 | 26,904 | 27,172 | - | 280,233 | 371,870 | 91,637 |
| Comm. Supervision | 39,522 | -469 | 605 | 575 | 469 | 469 | 469 | 469 | - | 43,047 | 47,601 | 4,554 |
| Sheriff's Dept. | 2,772,184 | 1,508,569 | 963,990 | 928,572 | 893,070 | 922,668 | 895,262 | 888,130 | 69,460 | 9,841,905 | 12,680,763 | 2,838,858 |
| Crime Lab | 280,790 | 124,844 | 82,391 | 87,031 | 82,221 | 80,811 | 92,390 | 83,240 | 14,542 | 928,260 | 1,239,795 | 311,535 |
| Jail | 5,465,311 | 3,318,449 | 1,693,707 | 2,078,477 | 1,712,680 | 2,351,476 | 1,694,787 | 2,338,200 | 148,641 | 20,801,728 | 26,951,026 | 6,149,298 |
| Juvenile Probation | 277,766 | 138,762 | 96,650 | 97,263 | 95,726 | 95,326 | 104,648 | 100,560 | 799 | 1,007,500 | 1,523,590 | 516,090 |
| Juvenile Detention | 376,623 | 195,981 | 130,618 | 130,298 | 136,984 | 145,216 | 133,638 | 146,731 | 36,098 | 1,432,187 | 1,993,436 | 561,249 |
| Constable Pct. 1 | 150,938 | 74,189 | 49,985 | 61,641 | 51,272 | 51,478 | 50,760 | 53,644 | 10,949 | 554,856 | 759,381 | 204,525 |
| Constable Pct. 2 | 140,848 | 44,761 | 35,768 | 30,544 | 31,211 | 32,252 | 30,516 | 31,995 | 6,140 | 384,035 | 492,630 | 108,595 |
| Constable Pct. 4 | 117,200 | 44,390 | 31,724 | 30,538 | 30,562 | 30,091 | 30,934 | 31,038 | 57 | 346,534 | 447,738 | 101,204 |
| Constable Pct. 6 | 112,193 | 52,858 | 36,969 | 38,102 | 39,437 | 37,700 | 38,148 | 39,200 | 2,609 | 397,216 | 549,693 | 152,477 |
| Constable Pct. 7 | 120,062 | 44,593 | 31,644 | 31,441 | 30,034 | 30,661 | 31,194 | 30,715 | 551 | 350,895 | 446,393 | 95,498 |
| Constable Pct. 8 | 116,772 | 44,162 | 30,838 | 30,306 | 30,323 | 31,612 | 29,943 | 31,517 | 3,223 | 348,696 | 449,150 | 100,454 |
| County Morgue | 115,697 | 71,090 | 65,012 | 67,147 | 64,566 | 47,670 | 66,469 | 71,050 | 3,867 | 572,568 | 660,000 | 87,432 |
| Agriculture Ext. | 85,387 | 42,975 | 27,798 | 29,637 | 27,507 | 30,709 | 29,096 | 29,872 | 802 | 303,783 | 394,557 | 90,774 |
| Public Health # 1 | 249,617 | 106,563 | 76,163 | 87,965 | 87,340 | 85,925 | 96,878 | 84,349 | 3,193 | 877,993 | 1,236,606 | 358,613 |
| Public Health # 2 | 237,459 | 113,215 | 76,628 | 92,116 | 82,960 | 77,922 | 87,040 | 84,006 | 3,716 | 855,062 | 1,181,709 | 326,647 |
| Nurse Practitioner | 66,857 | 34,194 | 21,435 | 24,145 | 22,032 | 23,179 | 24,106 | 23,435 | 9,853 | 249,236 | 314,467 | 65,231 |
| Child Welfare | 38,057 | 8,465 | 5,839 | 8,514 | 14,368 | 22,699 | 9,289 | 3,445 | - | 110,676 | 158,900 | 48,224 |
| Env. Control | 77,514 | 39,154 | 26,082 | 26,789 | 27,127 | 26,309 | 26,802 | 26,549 | 256 | 276,582 | 361,356 | 84,774 |
| Ind. Medical Svcs. | 237,569 | 105,983 | 89,854 | 106,892 | 74,165 | 3,732,710 | 117,405 | 82,140 | 228,252 | 4,774,970 | 4,906,729 | 131,759 |
| Emergency Mgmt. | 46,325 | 23,471 | 15,758 | 15,767 | 15,767 | 15,764 | 15,767 | 15,766 | - | 164,385 | 218,916 | 54,531 |
| Beaumont Maintenance | 413,118 | 197,835 | 167,374 | 253,523 | 251,086 | 237,644 | 194,468 | 210,993 | 157,386 | 2,083,427 | 2,746,831 | 663,404 |
| Port Arthur Maint. | 122,878 | 58,484 | 45,381 | 50,175 | 44,703 | 40,805 | 48,378 | 47,568 | 19,515 | 477,887 | 681,398 | 203,511 |
| Mid-County Maint. | 33,118 | 15,415 | 13,285 | 13,085 | 16,544 | 17,494 | 14,314 | 14,906 | 17,738 | 155,899 | 202,964 | 47,065 |
| Service Center | 215,057 | 90,110 | 71,686 | 98,505 | 100,972 | 91,731 | 142,588 | 85,544 | 144,281 | 1,040,474 | 1,200,245 | 159,771 |
| Veteran Service | 61,233 | 29,724 | 21,119 | 20,498 | 20,781 | 20,670 | 21,060 | 20,664 | 462 | 216,211 | 275,450 | 59,239 |
| Mosquito Control | 611,065 | 118,404 | 85,518 | 102,418 | 86,986 | 127,603 | 136,930 | 258,481 | 172,171 | 1,699,576 | 2,170,655 | 471,079 |
| Tobacco Settlement | 50,000 | - | - | - | - | - | - | - | - | 50,000 | 50,000 | - |
| Debt Service Funds | 1,337,992 | 918,523 | - | - | 500 | 500 | - | 5,199,084 | - | 7,456,599 | 6,139,512 | (1,317,087) |
| Contingency | - | - | - | - | - | - | - | - | - | - | - | - |
| Total | \$ 24,777,163 | \$ 12,011,634 | \$ 7,230,448 | \$ 9,303,741 | \$ 7,294,815 | \$ 12,104,722 | \$ 7,941,791 | \$ 13,734,373 | \$ 1,847,831 | \$ 96,246,518 | \$ 120,126,587 | \$ 23,880,069 |

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending July 31, 2014

| Issue | Beginning Amount Outstanding | 2013-2014 Requirements | | | | 2013-2014 Payments | | | | Ending Amount Outstanding |
|----------------------|------------------------------------|------------------------|---------------------|------------------|---------------------|---------------------|---------------------|-----------------|---------------------|---------------------------------|
| | | Principal | Interest | Fees | Total | Principal | Interest | Fees | Total | |
| 2012 Refunding Bonds | 43,615,000 | 2,955,000 | 1,690,000 | 5,000 | 4,650,000 | 2,955,000 | 1,690,000 | 2,100 | 4,647,100 | 40,660,000 |
| 2013 Refunding Bonds | 1,285,000 | 240,000 | 53,362 | 4,000 | 297,362 | 270,000 | 12,102 | 555 | 282,657 | 1,015,000 |
| 2011 Refunding Bonds | 4,405,000 | 1,055,000 | 132,150 | 5,000 | 1,192,150 | 1,055,000 | 132,150 | 1,700 | 1,188,850 | 3,350,000 |
| | <u>\$ 49,305,000</u> | <u>\$ 4,250,000</u> | <u>\$ 1,875,512</u> | <u>\$ 14,000</u> | <u>\$ 6,139,512</u> | <u>\$ 4,280,000</u> | <u>\$ 1,834,252</u> | <u>\$ 4,355</u> | <u>\$ 6,118,607</u> | <u>\$ 45,025,000</u> |

Jefferson County, Texas
Statement of Transfers In and Out

| Fund | Transfers In | Transfers Out |
|--|--------------------|--------------------|
| 120 General Fund | 23,025 (b) | 1,711,763 (a) |
| 211 Highway Improvement Fund | - | 155,654 (b) |
| 216 Hamshire Water & Sewer III | - | 2,134 (b) |
| 218 CERT - 2005 | - | 4,773 (b) |
| 219 EMPG Grant | 4,773 (b) | - |
| 245 Crime Victim's Clearing | 1,736 (a) | - |
| 286 Hotel Occupancy Fund | - | 50,000 (a) |
| 297 First Time Sewer Project | - | 758 (b) |
| 298 TXCDBG Disaster Recovery | - | 19,935 (b) |
| 311 Capital Projects Fund | 233,161 (a)(b) | - |
| 325 Keith Lake Fish Pass | - | 77,507 (b) |
| 321 Certificates of Obligation 2000 Construction | 50,000 (a) | - |
| 429 2013 Refunding Bonds | 11,424 (b) | - |
| 425 2003B Certificates of Obligation | - | 11,424 (b) |
| 550 SETEC Fund | 1,710,027 (a) | - |
| 741 Sheriff Forfeiture Fund | - | 165,046 (a) |
| 870 Port Security ARRA | 165,046 (a) | - |
| 872 Hamshire Dump Site Highway 73 | - | 198 (b) |
| 874 Port Security Grant | 12,708 (a) | - |
| 865 Marine Division | - | 12,708 (a) |
| | <u>\$2,211,900</u> | <u>\$2,211,900</u> |

(a) Budgeted Transfer

(b) Close Fund

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-----------------------------------|-----------|-----------|-------------|
| JURY FUND | | | |
| TRI-CITY COFFEE SERVICE | 219.20 | 397806 | |
| WARREN'S DO-NUTS | 42.23 | 397858 | |
| | | | 261.43** |
| ROAD & BRIDGE PCT.#1 | | | |
| A&A RADIATOR | 453.00 | 397712 | |
| CARQUEST AUTO PARTS # 96 | 487.10 | 397736 | |
| COBURN'S, BEAUMONT BOWIE (1) | 2,897.50 | 397741 | |
| KINSEL FORD, INC. | 550.72 | 397765 | |
| M&D SUPPLY | 135.90 | 397768 | |
| MUNRO'S | 34.00 | 397773 | |
| SANITARY SUPPLY, INC. | 141.00 | 397789 | |
| SCOOTER'S LAWNMOWERS | 419.86 | 397790 | |
| AT&T | 61.60 | 397794 | |
| MARTIN PRODUCT SALES LLC | 4,321.12 | 397862 | |
| JOHN PAUL'S | 166.80 | 397884 | |
| | | | 9,668.60** |
| ROAD & BRIDGE PCT.#2 | | | |
| APAC, INC. - TROTTI & THOMSOM | 1,714.90 | 397725 | |
| COBURN'S GROVES (5) | 387.13 | 397742 | |
| ENTERGY | 86.18 | 397754 | |
| CASH ADVANCE ACCOUNT | 2,292.35 | 397761 | |
| WHITE TIRE | 2,287.72 | 397812 | |
| ACT PIPE AND SUPPLY | 478.50 | 397876 | |
| MEMBER'S BUILDING MAINTENANCE LLC | 149.50 | 397918 | |
| | | | 7,396.28** |
| ROAD & BRIDGE PCT. # 3 | | | |
| BEAUMONT ENTERPRISE | 138.32 | 397747 | |
| OFFICE DEPOT | 276.95 | 397776 | |
| AT&T | 70.14 | 397794 | |
| | | | 485.41** |
| ROAD & BRIDGE PCT.#4 | | | |
| APAC, INC. - TROTTI & THOMSOM | 1,467.86 | 397725 | |
| CITY OF BEAUMONT - WATER DEPT. | 18.12 | 397737 | |
| ENTERGY | 1,344.71 | 397754 | |
| CASH ADVANCE ACCOUNT | 261.46 | 397761 | |
| M&D SUPPLY | 71.24 | 397768 | |
| OFFICE DEPOT | 289.06 | 397776 | |
| TRI-CON, INC. | 3,390.88 | 397805 | |
| KENNETH MINKINS | 10.00 | 397840 | |
| MARTIN PRODUCT SALES LLC | 11,354.89 | 397862 | |
| GHX INDUSTRIAL LLC | 31.10 | 397869 | |
| DE LAGE LANDEN PUBLIC FINANCE | 327.69 | 397894 | |
| DE LAGE LANDEN PUBLIC FINANCE | 327.69 | 397895 | |
| ON TIME TIRE | 92.75 | 397906 | |
| SUBURBAN PROPANE L.P. | 183.84 | 397915 | |
| SIEBEN EQUIPMENT SERVICE INC | 570.00 | 397923 | |
| GCR TIRES & SERVICE | 1,026.00 | 397926 | |
| | | | 20,767.29** |
| ENGINEERING FUND | | | |
| OFFICE DEPOT | 340.39 | 397776 | |
| TACERA | 135.00 | 397801 | |
| TACERA | 135.00 | 397802 | |
| UNITED STATES POSTAL SERVICE | 4.20 | 397830 | |
| DE LAGE LANDEN PUBLIC FINANCE | 557.49 | 397894 | |
| DE LAGE LANDEN PUBLIC FINANCE | 557.49 | 397895 | |
| | | | 1,729.57** |
| PARKS & RECREATION | | | |
| ENTERGY | 371.09 | 397754 | |
| | | | 371.09** |
| GENERAL FUND | | | |
| JEFFERSON CTY CHILD WELFARE BOARD | 6,391.51 | 397872 | |
| TAX OFFICE | | | 6,391.51* |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---------------------------------|-----------|-----------|------------|
| GUARDIAN FORCE | 75.00 | 397714 | |
| OFFICE DEPOT | 2.70 | 397776 | |
| ACE IMAGEWEAR | 20.69 | 397792 | |
| UNITED STATES POSTAL SERVICE | 990.95 | 397830 | |
| ROCHESTER ARMORED CAR CO INC | 352.00 | 397890 | |
| | | | 1,441.34* |
| COUNTY HUMAN RESOURCES | | | |
| BEAUMONT FAMILY PRACTICE ASSOC. | 25.00 | 397727 | |
| FED EX | 52.89 | 397749 | |
| UNITED STATES POSTAL SERVICE | .41 | 397830 | |
| | | | 78.30* |
| AUDITOR'S OFFICE | | | |
| OFFICE DEPOT | 653.56 | 397776 | |
| UNITED STATES POSTAL SERVICE | 13.56 | 397830 | |
| | | | 667.12* |
| COUNTY CLERK | | | |
| OFFICE DEPOT | 463.14 | 397776 | |
| DECISION ONE CORPORATION | 228.60 | 397815 | |
| CDW COMPUTER CENTERS, INC. | 148.80 | 397822 | |
| UNITED STATES POSTAL SERVICE | 271.63 | 397830 | |
| | | | 1,112.17* |
| COUNTY JUDGE | | | |
| JAN GIROUARD & ASSOCIATES | 200.00 | 397752 | |
| OFFICE DEPOT | 38.04 | 397776 | |
| UNITED STATES POSTAL SERVICE | .81 | 397830 | |
| J.T. HAYNES | 500.00 | 397860 | |
| DUNHAM HALLMARK PLLC | 1,000.00 | 397899 | |
| JUSTIN G SANDERSON | 500.00 | 397910 | |
| THOMSON REUTERS-WEST | 116.58 | 397911 | |
| | | | 2,355.43* |
| RISK MANAGEMENT | | | |
| UNITED STATES POSTAL SERVICE | 12.65 | 397830 | |
| | | | 12.65* |
| COUNTY TREASURER | | | |
| OFFICE DEPOT | 249.99 | 397776 | |
| UNITED STATES POSTAL SERVICE | 233.17 | 397830 | |
| DE LAGE LANDEN PUBLIC FINANCE | 373.46 | 397894 | |
| DE LAGE LANDEN PUBLIC FINANCE | 373.46 | 397895 | |
| | | | 1,230.08* |
| PURCHASING DEPARTMENT | | | |
| PORT ARTHUR NEWS, INC. | 145.04 | 397782 | |
| UNITED STATES POSTAL SERVICE | 2.79 | 397830 | |
| | | | 147.83* |
| GENERAL SERVICES | | | |
| GUARDIAN FORCE | 36.00 | 397714 | |
| CASH ADVANCE ACCOUNT | 60.00 | 397761 | |
| SPINDLETOP MHMR | 32,990.75 | 397766 | |
| TIME WARNER COMMUNICATIONS | 486.55 | 397798 | |
| CROWN CASTLE INTERNATIONAL | 1,372.63 | 397845 | |
| SUPERIOR PRESS | 151.55 | 397889 | |
| ROCHESTER ARMORED CAR CO INC | 3,860.28 | 397890 | |
| SAM'S CLUB DIRECT | 25.90 | 397907 | |
| DYNAMEX INC | 228.54 | 397919 | |
| | | | 39,212.20* |
| DATA PROCESSING | | | |
| IP SWITCH, INC. | 495.00 | 397723 | |
| OFFICE DEPOT | 443.79 | 397776 | |
| CDW COMPUTER CENTERS, INC. | 332.58 | 397822 | |
| VERIZON WIRELESS | 75.98 | 397827 | |
| SHI GOVERNMENT SOLUTIONS, INC. | 190.00 | 397831 | |
| | | | 1,537.35* |
| VOTERS REGISTRATION DEPT | | | |
| UNITED STATES POSTAL SERVICE | 219.90 | 397830 | |
| | | | 219.90* |
| ELECTIONS DEPARTMENT | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|---------------------------------|----------|-----------|-----------|
| U-HAUL | 173.45 | 397807 | |
| UNITED STATES POSTAL SERVICE | 2.86 | 397830 | |
| DE LAGE LANDEN PUBLIC FINANCE | 387.38 | 397894 | |
| DE LAGE LANDEN PUBLIC FINANCE | 387.38 | 397895 | 951.07* |
| DISTRICT ATTORNEY | | | |
| CRISTY BURNETT, CSR | 114.00 | 397734 | |
| CAMEO / SABINE NECHES TRAVEL | 210.00 | 397735 | |
| STAR GRAPHICS COPIERS, INC. | 125.00 | 397796 | |
| UNITED STATES POSTAL SERVICE | 244.61 | 397830 | |
| TALON INSURANCE AGENCY, LTD | 100.00 | 397832 | |
| CHILD ABUSE & FORENSIC SERVICES | 125.00 | 397836 | |
| THOMSON REUTERS-WEST | 836.33 | 397911 | |
| HEALTHPORT | 199.90 | 397917 | 1,954.84* |
| DISTRICT CLERK | | | |
| OFFICE DEPOT | 32.94 | 397776 | |
| UNITED STATES POSTAL SERVICE | 182.57 | 397830 | 215.51* |
| CRIMINAL DISTRICT COURT | | | |
| TODD W. LEBLANC | 800.00 | 397716 | |
| OFFICE DEPOT | 595.25 | 397776 | |
| RONALD E. LANIER | 900.00 | 397819 | |
| UNITED STATES POSTAL SERVICE | 2.99 | 397830 | |
| EDWARD TANNER | 1,082.43 | 397908 | |
| DOMINIQUE ROSS NWAJEI | 2,100.00 | 397925 | 5,480.67* |
| 58TH DISTRICT COURT | | | |
| UNITED STATES POSTAL SERVICE | .81 | 397830 | .81* |
| 136TH DISTRICT COURT | | | |
| UNITED STATES POSTAL SERVICE | .48 | 397830 | |
| ACCO BRANDS DIRECT | 45.24 | 397912 | 45.72* |
| 252ND DISTRICT COURT | | | |
| OFFICE DEPOT | 118.08 | 397776 | |
| UNITED STATES POSTAL SERVICE | 284.21 | 397830 | |
| SOUTHEAST TEXAS PSYCHIATRY PA | 1,315.00 | 397902 | |
| DOMINIQUE ROSS NWAJEI | 600.00 | 397925 | 2,317.29* |
| 279TH DISTRICT COURT | | | |
| JACK LAWRENCE | 1,050.00 | 397717 | |
| JIMMY D. HAMM | 500.00 | 397756 | |
| TERRENCE HOLMES | 325.00 | 397759 | |
| ANITA F. PROVO | 75.00 | 397786 | |
| UNITED STATES POSTAL SERVICE | .41 | 397830 | |
| TONYA CONNELL TOUPS | 1,050.00 | 397868 | |
| JONATHAN L. STOVALL | 500.00 | 397892 | 3,500.41* |
| 317TH DISTRICT COURT | | | |
| ALISA RAUMAKER, CSR | 89.40 | 397720 | |
| TRACEY D. BURK | 382.50 | 397733 | |
| UNITED STATES POSTAL SERVICE | 1.44 | 397830 | |
| JUDY PAASCH | 2,233.33 | 397853 | 2,706.67* |
| JUSTICE COURT-PCT 1 PL 1 | | | |
| OFFICE DEPOT | 16.70 | 397776 | |
| UNITED STATES POSTAL SERVICE | 26.65 | 397830 | 43.35* |
| JUSTICE COURT-PCT 4 | | | |
| POSTMASTER | 498.00 | 397783 | 498.00* |
| JUSTICE COURT-PCT 6 | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|----------|-----------|-----------|
| UNITED STATES POSTAL SERVICE | 39.57 | 397830 | 39.57* |
| JUSTICE COURT-PCT 7 | | | |
| AT&T | 29.70 | 397794 | 29.70* |
| JUSTICE OF PEACE PCT. 8 | | | |
| THOMSON REUTERS-WEST | 376.50 | 397911 | 376.50* |
| COUNTY COURT AT LAW NO.1 | | | |
| CDW COMPUTER CENTERS, INC. | 446.19 | 397822 | |
| UNITED STATES POSTAL SERVICE | 1.22 | 397830 | |
| DE LAGE LANDEN PUBLIC FINANCE | 350.69 | 397894 | |
| DE LAGE LANDEN PUBLIC FINANCE | 350.69 | 397895 | 1,148.79* |
| COUNTY COURT AT LAW NO. 2 | | | |
| CHARLES ROJAS | 250.00 | 397824 | |
| UNITED STATES POSTAL SERVICE | 15.32 | 397830 | 265.32* |
| COUNTY COURT AT LAW NO. 3 | | | |
| THOMAS J. BURBANK, P.C. | 300.00 | 397732 | |
| TERRENCE HOLMES | 350.00 | 397759 | |
| MARVA PROVO | 250.00 | 397785 | |
| UNITED STATES POSTAL SERVICE | 35.73 | 397830 | |
| CAROLYN WIEDENFELD | 250.00 | 397839 | |
| JAMES R. MAKIN, P.C. | 250.00 | 397897 | |
| SAMUEL & SON LAW FIRM PLLC | 250.00 | 397928 | 1,685.73* |
| COURT MASTER | | | |
| JUDGE LARRY GIST | 3,134.90 | 397751 | |
| VERIZON WIRELESS | 208.91 | 397827 | |
| UNITED STATES POSTAL SERVICE | 11.53 | 397830 | 3,355.34* |
| MEDIATION CENTER | | | |
| UNITED STATES POSTAL SERVICE | 8.73 | 397830 | |
| ASSN. FOR CONFLICT RESOLUTION | 195.00 | 397834 | 203.73* |
| ALTERNATIVE SCHOOL | | | |
| CDW COMPUTER CENTERS, INC. | 480.12 | 397822 | 480.12* |
| SHERIFF'S DEPARTMENT | | | |
| JEFFERSON CTY. SHERIFF'S DEPARTMENT | 976.00 | 397760 | |
| KEESHA GUILLORY | 300.00 | 397820 | |
| FORWARD EDGE, INC. | 47.65 | 397823 | |
| UNITED STATES POSTAL SERVICE | 1,185.01 | 397830 | |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 32.95 | 397835 | |
| CODE BLUE | 712.00 | 397849 | |
| RITA HURT | 275.00 | 397905 | 3,528.61* |
| CRIME LABORATORY | | | |
| ANALTECH, INC. | 228.41 | 397724 | |
| VERIZON WIRELESS | 37.99 | 397826 | |
| AIRGAS SOUTHWEST | 76.00 | 397873 | |
| CAYMAN CHEMICAL COMPANY | 189.00 | 397886 | 531.40* |
| JAIL - NO. 2 | | | |
| MARK'S PLUMBING PARTS | 476.78 | 397711 | |
| HILO / O'REILLY AUTO PARTS | 12.86 | 397713 | |
| AVIALL | 39.53 | 397726 | |
| BEAUMONT TRACTOR COMPANY | 253.89 | 397728 | |
| COASTAL WELDING SUPPLY | 37.20 | 397740 | |
| COBURN'S, BEAUMONT BOWIE (1) | 367.54 | 397741 | |
| HERNANDEZ OFFICE SUPPLY, INC. | 90.91 | 397757 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|-----------|-----------|------------|
| M&D SUPPLY | 157.10 | 397768 | |
| MOORE SUPPLY, INC. | 669.76 | 397772 | |
| OFFICE DEPOT | 34.95 | 397776 | |
| PETTY CASH - SHERIFF'S OFFICE | 224.66 | 397780 | |
| RALPH'S INDUSTRIAL ELECTRONICS | 277.33 | 397788 | |
| SANITARY SUPPLY, INC. | 159.25 | 397789 | |
| SCOTT EQUIPMENT, INC. | 487.33 | 397791 | |
| SHERWIN-WILLIAMS | 162.70 | 397793 | |
| CUMMINS SOUTHERN PLAINS | 1,414.00 | 397821 | |
| LOWE'S HOME CENTERS, INC. | 195.05 | 397837 | |
| INTERCONTINENTAL JET CORP | 921.75 | 397854 | |
| BELT SOURCE | 120.53 | 397861 | |
| WORLD FUEL SERVICES | 818.43 | 397883 | |
| FIVE STAR CORRECTIONAL SERVICE | 19,257.86 | 397888 | |
| SIRCHIE FINGER PRINT LABORATORIES | 216.50 | 397893 | |
| A1 FILTER SERVICE COMPANY | 737.60 | 397904 | |
| KROPP HOLDINGS INC | 415.83 | 397916 | |
| 24 HR SAFETY LLC | 140.00 | 397924 | |
| | | | 27,689.34* |
| JUVENILE PROBATION DEPT. | | | |
| J WALTER BORDAGES JR PHD | 345.00 | 397730 | |
| VERIZON WIRELESS | 66.48 | 397827 | |
| UNITED STATES POSTAL SERVICE | 75.21 | 397830 | |
| | | | 486.69* |
| JUVENILE DETENTION HOME | | | |
| FRANK'S MEDICAL MART | 89.00 | 397750 | |
| STANLEY STEEMER CARPET CLEANING | 475.00 | 397795 | |
| OAK FARM DAIRY | 596.47 | 397818 | |
| FLOWERS FOODS | 223.57 | 397847 | |
| SOUTHERN FOLGER DETENTION EQUIPMENT | 10,689.00 | 397874 | |
| ATTABOY TERMITE & PEST CONTROL | 80.00 | 397881 | |
| DE LAGE LANDEN PUBLIC FINANCE | 327.69 | 397894 | |
| DE LAGE LANDEN PUBLIC FINANCE | 327.69 | 397895 | |
| BROTHERS PRODUCE | 357.85 | 397903 | |
| | | | 13,166.27* |
| CONSTABLE PCT 1 | | | |
| COTTON CARGO | 25.00 | 397745 | |
| OFFICE DEPOT | 135.97 | 397776 | |
| AUTO ZONE | 51.69 | 397814 | |
| CDW COMPUTER CENTERS, INC. | 132.50 | 397822 | |
| VERIZON WIRELESS | 227.94 | 397827 | |
| UNITED STATES POSTAL SERVICE | 56.50 | 397830 | |
| TEXAS COMMISSION ON LAW ENFORCEMENT | 256.14 | 397871 | |
| COLEY "NICK" SALEME | 41.00 | 397922 | |
| | | | 926.74* |
| CONSTABLE-PCT 2 | | | |
| MANNINGS SCHOOL SUPPLY | 84.99 | 397769 | |
| OFFICE DEPOT | 114.15 | 397776 | |
| VERIZON WIRELESS | 126.96 | 397827 | |
| CODE BLUE | 108.00 | 397849 | |
| MIKE SMITH ENTERPRISES | 240.00 | 397865 | |
| | | | 674.10* |
| CONSTABLE-PCT 4 | | | |
| VERIZON WIRELESS | 113.97 | 397827 | |
| | | | 113.97* |
| CONSTABLE-PCT 6 | | | |
| KAY ELECTRONICS, INC. | 215.75 | 397764 | |
| VERIZON WIRELESS | 113.97 | 397827 | |
| UNITED STATES POSTAL SERVICE | 22.37 | 397830 | |
| THOMSON REUTERS-WEST | 346.50 | 397911 | |
| | | | 698.59* |
| CONSTABLE PCT. 7 | | | |
| VERIZON WIRELESS | 113.97 | 397827 | |
| | | | 113.97* |
| CONSTABLE PCT. 8 | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-----------------------------------|-----------|-----------|------------|
| EDDIE J. COLLINS | 191.39 | 397743 | |
| CASH ADVANCE ACCOUNT | 336.00 | 397761 | |
| VERIZON WIRELESS | 113.97 | 397827 | 641.36* |
| COUNTY MORGUE | | | |
| AIR COMFORT, INC. | 2,598.00 | 397715 | 2,598.00* |
| HEALTH AND WELFARE NO. 1 | | | |
| CITY OF BEAUMONT | 40.21 | 397722 | |
| HERNANDEZ OFFICE SUPPLY, INC. | 600.00 | 397757 | |
| OFFICE DEPOT | 166.57 | 397776 | |
| AUSTIN CECIL WALKES MD PA | 3,245.08 | 397809 | |
| UNITED STATES POSTAL SERVICE | 87.31 | 397830 | |
| CENTERPOINT ENERGY RESOURCES CORP | 52.94 | 397855 | |
| SAM'S CLUB DIRECT | 77.42 | 397907 | 4,269.53* |
| HEALTH AND WELFARE NO. 2 | | | |
| BROUSSARD'S MORTUARY | 3,000.00 | 397731 | |
| CITY OF PORT ARTHUR - WATER DEPT. | 100.00 | 397739 | |
| ENTERGY | 302.75 | 397755 | |
| OFFICE DEPOT | 604.89 | 397776 | |
| AT&T | 29.70 | 397794 | |
| AUSTIN CECIL WALKES MD PA | 3,245.08 | 397809 | 7,282.42* |
| INDIGENT MEDICAL SERVICES | | | |
| CARDINAL HEALTH 110 INC | 18,044.23 | 397914 | 18,044.23* |
| EMERGENCY MANAGEMENT | | | |
| VERIZON WIRELESS | 150.00 | 397826 | 150.00* |
| MAINTENANCE-BEAUMONT | | | |
| CITY OF BEAUMONT - WATER DEPT. | 10,589.42 | 397737 | |
| W.W. GRAINGER, INC. | 448.81 | 397753 | |
| ENTERGY | 62,402.60 | 397754 | |
| MCCOWN PAINT & SUPPLY OF TEXAS | 210.21 | 397770 | |
| RALPH'S INDUSTRIAL ELECTRONICS | 147.60 | 397788 | |
| ACE IMAGEWEAR | 145.15 | 397792 | |
| AT&T | 4,749.89 | 397794 | |
| UNITED STATES POSTAL SERVICE | 1.19 | 397830 | |
| SHERWIN-WILLIAMS | 124.48 | 397879 | |
| CARRIER ENTERPRISE LLC | 51.46 | 397913 | 78,870.81* |
| MAINTENANCE-PORT ARTHUR | | | |
| CITY OF PORT ARTHUR - WATER DEPT. | 382.42 | 397738 | |
| AT&T | 1,268.11 | 397794 | |
| TEXAS GAS SERVICE | 268.31 | 397842 | |
| DRAGO SUPPLY | 45.53 | 397887 | 1,964.37* |
| MAINTENANCE-MID COUNTY | | | |
| ENTERGY | 573.31 | 397754 | |
| MEMBER'S BUILDING MAINTENANCE LLC | 1,925.52 | 397918 | 2,498.83* |
| SERVICE CENTER | | | |
| CARQUEST AUTO PARTS # 96 | 51.00 | 397736 | |
| JERRY'S AUTOMOTIVE | 59.50 | 397762 | |
| KINSEL FORD, INC. | 158.33 | 397765 | |
| M&D SUPPLY | 24.61 | 397768 | |
| PHILPOTT MOTORS, INC. | 126.74 | 397781 | |
| TRI-CON, INC. | 13,185.98 | 397805 | |
| ZEE MEDICAL SERVICE | 142.33 | 397813 | |
| VERIZON WIRELESS | 41.99 | 397827 | |
| PETROLEUM TRADERS CORPORATION | 12,198.82 | 397828 | |
| HERRERA'S EMERGENCY LIGHTING | 178.00 | 397843 | |
| BUMPER TO BUMPER | 361.45 | 397851 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|-----------|-----------|--------------|
| AIRPORT GULF TOWING LLC | 50.00 | 397859 | |
| AMERICAN TIRE DISTRIBUTORS | 8,977.93 | 397875 | |
| LIBERTY TIRE RECYCLING LLC | 86.10 | 397878 | |
| INTERSTATE ALL BATTERY CENTER - BMT | 243.85 | 397880 | |
| UNIFIRST HOLDINGS INC | 22.23 | 397882 | |
| TITAN TESTING | 896.68 | 397898 | |
| MIGHTY OF SOUTHEAST TEXAS | 78.17 | 397901 | |
| SILSBEE FORD INC | 2,176.33 | 397920 | |
| VETERANS SERVICE | | | 38,958.04* |
| UNITED STATES POSTAL SERVICE | 4.67 | 397830 | |
| HILARY GUEST | 121.20 | 397841 | |
| | | | 125.87* |
| | | | 283,038.16** |
| MOSQUITO CONTROL FUND | | | |
| SUPERIOR TIRE & SERVICE | 25.64 | 397719 | |
| MUNRO'S | 197.90 | 397773 | |
| TRIANGLE ENGINE DIST. | 137.76 | 397804 | |
| ALLIGARE | 13,680.00 | 397896 | |
| TARGET SPECIALTY PRODUCTS | 25,876.80 | 397900 | |
| J.C. FAMILY TREATMENT CT. | | | 39,918.10** |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 247.70 | 397835 | |
| JUDY PAASCH | 24.31 | 397852 | |
| JUDY PAASCH | 50.00 | 397853 | |
| LAW LIBRARY FUND | | | 322.01** |
| YVONNE COOPER | 150.00 | 397744 | |
| JONES MCCLURE PUBLISHING, INC. | 192.00 | 397763 | |
| TEXAS SUPREME COURT JOURNAL | 670.00 | 397803 | |
| LEXISNEXIS MATTHEW BENDER | 1,844.78 | 397838 | |
| THOMSON REUTERS-WEST | 4,574.71 | 397911 | |
| EMPG GRANT | | | 7,431.49** |
| VERIZON WIRELESS | 180.14 | 397826 | |
| GRT N MENTAL HEALTH SVCS | | | 180.14** |
| HERNANDEZ OFFICE SUPPLY, INC. | 193.12 | 397758 | |
| JUVENILE TJPC-A-2014-123 | | | 193.12** |
| SAN MARCOS FAMILY MEDICINE PA | 619.48 | 397864 | |
| CORNERSTONE PROGRAMS CORPORATION | 46.32 | 397929 | |
| JUVENILE PROB & DET. FUND | | | 665.80** |
| REGION V EDUCATION SERVICE CENTER | 261.00 | 397787 | |
| VERIZON WIRELESS | 31.99 | 397827 | |
| IV-E FOSTER CARE | | | 292.99** |
| VERIZON WIRELESS | 31.99 | 397827 | |
| COMMUNITY SUPERVISION FND | | | 31.99** |
| CASH ADVANCE ACCOUNT | 603.30 | 397761 | |
| OFFICE DEPOT | 99.82 | 397776 | |
| OLMSTED-KIRK PAPER | 979.20 | 397777 | |
| VERIZON WIRELESS | 120.50 | 397827 | |
| UNITED STATES POSTAL SERVICE | 178.93 | 397830 | |
| JEREMY PATIN | 179.20 | 397833 | |
| JCCSC | 153.00 | 397891 | |
| JEFF. CO. WOMEN'S CENTER | | | 2,313.95** |
| BELL'S LAUNDRY | 890.01 | 397729 | |
| ECOLAB | 82.95 | 397746 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|-----------|-----------|-------------|
| ENTERGY | 2,056.51 | 397754 | |
| CASH ADVANCE ACCOUNT | 1,161.12 | 397761 | |
| LUBE SHOP | 82.48 | 397767 | |
| M&D SUPPLY | 187.49 | 397768 | |
| KIM MCKINNEY, LPC, LMFT | 375.00 | 397771 | |
| OFFICE DEPOT | 281.48 | 397776 | |
| PREMIUM PLUMBING | 142.50 | 397784 | |
| SANITARY SUPPLY, INC. | 975.00 | 397789 | |
| SYSCO FOOD SERVICES, INC. | 1,964.59 | 397797 | |
| TEXAS ASSN. OF COUNTIES - RISK | 256.00 | 397800 | |
| BURT WALKER PARTNERS, LTD | 4,500.00 | 397808 | |
| TEXAS FIRE & COMMUNICATIONS | 90.00 | 397825 | |
| VERIZON WIRELESS | 31.99 | 397827 | |
| NASW/TEXAS | 250.00 | 397846 | |
| BEN E KEITH FOODS | 1,941.68 | 397848 | |
| MELODY C ANTOON RN | 350.00 | 397863 | |
| ATTABOY TERMITE & PEST CONTROL | 50.00 | 397881 | |
| ROCHESTER ARMORED CAR CO INC | 121.64 | 397890 | |
| SAM'S CLUB DIRECT | 373.12 | 397907 | |
| COMMUNITY CORRECTIONS PRG | | | 16,163.56** |
| CASH ADVANCE ACCOUNT | 183.00 | 397761 | |
| DRUG DIVERSION PROGRAM | | | 183.00** |
| KIMBERLY ATKINS | 57.68 | 397779 | |
| SCAAP GRANT | | | 57.68** |
| KUBOTA TRACTOR CORPORATION | 12,263.60 | 397885 | |
| COUNTY RECORDS MANAGEMENT | | | 12,263.60** |
| UNITED STATES POSTAL SERVICE | .41 | 397830 | |
| DEPUTY SHERIFF EDUCATION | | | .41** |
| CLASSEN BUCK SEMINAR INC | 248.50 | 397816 | |
| STANLEY SHIPPER | 75.00 | 397844 | |
| CONST. PCT. 8 EDUCATION | | | 323.50** |
| CASH ADVANCE ACCOUNT | 2,016.00 | 397761 | |
| J.P. COURTROOM TECH. FUND | | | 2,016.00** |
| CDW COMPUTER CENTERS, INC. | 354.11 | 397822 | |
| VERIZON WIRELESS | 113.97 | 397827 | |
| HOTEL OCCUPANCY TAX FUND | | | 468.08** |
| ALL STAR PLUMBING | 334.36 | 397721 | |
| MUNRO'S | 108.25 | 397773 | |
| TIME WARNER COMMUNICATIONS | 119.81 | 397799 | |
| VERIZON WIRELESS | 37.99 | 397827 | |
| LA RUE ROUGEAU | 110.88 | 397867 | |
| CAPITAL PROJECTS FUND | | | 711.29** |
| FAST SIGNS, INC. | 245.02 | 397748 | |
| HERNANDEZ OFFICE SUPPLY, INC. | 4,169.16 | 397757 | |
| BAILEY'S ARCHITECTS INC | 41,634.41 | 397866 | |
| QUALITY FLOOR COVERINGS | 1,055.26 | 397870 | |
| AIRPORT FUND | | | 47,103.85** |
| AMERICAN ASSN. OF AIRPORT EXECUTIVE | 675.00 | 397718 | |
| W.W. GRAINGER, INC. | 255.84 | 397753 | |
| OVERHEAD DOOR CO. | 233.50 | 397778 | |
| TRI-CON, INC. | 1,275.88 | 397805 | |
| WASTE MGT. GOLDEN TRIANGLE, INC. | 237.36 | 397810 | |
| NEDERLAND HARDWARE SUPPLY | 21.48 | 397811 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|------------------------------------|--------------|-----------|-----------------|
| GARSITE | 44.08 | 397817 | |
| VERIZON WIRELESS | 75.98 | 397827 | |
| CBA LIGHTING & CONTROLS | 629.43 | 397850 | |
| LAMAR ADVERTISING | 3,176.00 | 397877 | |
| CRAWFORD ELECTRIC SUPPLY COMPANY | 212.35 | 397909 | |
| MEMBER'S BUILDING MAINTENANCE LLC | 4,340.22 | 397918 | |
| KBTV-TV | 2,280.00 | 397921 | |
| EASTERN AVIATION FUELS INC | 50,846.67 | 397927 | |
| SE TX EMP. BENEFIT POOL | | | 64,303.79** |
| HOLMES MURPHY | 13,750.00 | 397857 | |
| LIABILITY CLAIMS ACCOUNT | | | 13,750.00** |
| PLANESMART! AVIATION LLC | 100,000.00 | 397930 | |
| WORKER'S COMPENSATION FD | | | 100,000.00** |
| TRISTAR RISK MANAGEMENT | 11,091.06 | 397856 | |
| SHERIFF'S FORFEITURE FUND | | | 11,091.06** |
| COASTAL WELDING SUPPLY | 108.05 | 397740 | |
| PAYROLL FUND | | | 108.05** |
| JEFFERSON CTY. TREASURER | 19,091.62 | 397699 | |
| INTERNAL REVENUE SERVICE | 664.95 | 397700 | |
| JEFFERSON CTY. TREASURER - HEALTH | 409,233.61 | 397701 | |
| JEFFERSON CTY. TREASURER - GENERAL | 20.00 | 397702 | |
| JEFFERSON CTY. TREASURER - PAYROLL | 1,643,792.67 | 397703 | |
| JEFFERSON CTY. TREASURER - PAYROLL | 604,777.41 | 397704 | |
| US DEPARTMENT OF EDUCATION | 267.56 | 397705 | |
| JEFFERSON CTY. TREASURER - TCDRS | 564,917.91 | 397706 | |
| TENNESSEE CHILD SUPPORT | 115.38 | 397707 | |
| NCO FINANCIAL SYSTEMS INC | 146.66 | 397708 | |
| SBA - U S DEPARTMENT OF TREASURY | 168.49 | 397709 | |
| CALIFORNIA STATE DISBURSEMENT UNIT | 117.23 | 397710 | |
| | | | 3,243,313.49** |
| | | | 3,886,924.78*** |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|-----------|-----------|-------------|
| JURY FUND | | | |
| TRI-CITY COFFEE SERVICE | 295.70 | 398010 | |
| WARREN'S DO-NUTS | 42.23 | 398061 | 337.93** |
| ROAD & BRIDGE PCT.#1 | | | |
| STAR GRAPHICS SHARP | 30.12 | 398002 | 30.12** |
| ROAD & BRIDGE PCT.#2 | | | |
| SUPERIOR TIRE & SERVICE | 399.50 | 397939 | |
| CITY OF NEDERLAND | 63.45 | 397953 | |
| ENTERGY | 7.04 | 397965 | |
| MUNRO'S | 55.35 | 397981 | |
| RITTER @ HOME | 14.94 | 397990 | |
| SETZER HARDWARE, INC. | 84.20 | 397993 | |
| STAR GRAPHICS SHARP | 42.71 | 398002 | |
| LOWE'S HOME CENTERS, INC. | 13.44 | 398044 | |
| BUMPER TO BUMPER | 22.44 | 398059 | 703.07** |
| ROAD & BRIDGE PCT. # 3 | | | |
| APAC, INC. - TROTTI & THOMSOM | 14,507.04 | 397943 | |
| BEAUMONT TRACTOR COMPANY | 95.48 | 397946 | |
| BETA TECHNOLOGY | 221.00 | 397947 | |
| GULF COAST AUTOMOTIVE, INC. | 42.54 | 397964 | |
| ENTERGY | 376.42 | 397965 | |
| MUNRO'S | 73.56 | 397981 | |
| OFFICE DEPOT | 149.01 | 397983 | |
| PHILPOTT MOTORS, INC. | 200.57 | 397986 | |
| STAR GRAPHICS SHARP | 63.56 | 398002 | |
| TRI-CON, INC. | 2,906.20 | 398009 | |
| W. JEFFERSON COUNTY M.W.D. | 34.14 | 398016 | |
| TEXAS GAS SERVICE | 138.21 | 398051 | |
| WINDSTREAM | 46.32 | 398063 | |
| MARTIN PRODUCT SALES LLC | 37,222.73 | 398064 | 56,076.78** |
| ROAD & BRIDGE PCT.#4 | | | |
| BASE SEAL | 6,000.00 | 397945 | |
| CASH ADVANCE ACCOUNT | 25.00 | 397975 | |
| M&D SUPPLY | 13.60 | 397979 | |
| MUNRO'S | 145.86 | 397981 | |
| OFFICE DEPOT | 19.95 | 397983 | |
| W. JEFFERSON COUNTY M.W.D. | 249.70 | 398016 | |
| BEAUMONT INDEPENDENT SCHOOL | 951.00 | 398023 | |
| UNITED STATES POSTAL SERVICE | 2.80 | 398034 | |
| SIERRA SPRING WATER CO. - BT | 45.82 | 398035 | |
| ON TIME TIRE | 61.99 | 398108 | |
| SOUTHEAST TEXAS PARTS AND EQUIPMENT | 76.74 | 398120 | |
| SIEBEN EQUIPMENT SERVICE INC | 6,255.13 | 398123 | 13,847.59** |
| ENGINEERING FUND | | | |
| STAR GRAPHICS SHARP | 43.25 | 398002 | |
| WHITE REPROGRAPHICS | 15.00 | 398018 | |
| UNITED STATES POSTAL SERVICE | 1.82 | 398034 | 60.07** |
| PARKS & RECREATION | | | |
| CITY OF PORT ARTHUR - WATER DEPT. | 108.98 | 397952 | |
| ENTERGY | 9.54 | 397965 | |
| AT&T | 28.89 | 397998 | |
| W. JEFFERSON COUNTY M.W.D. | 50.26 | 398016 | 197.67** |
| GENERAL FUND | | | |
| HERBERT L. JAMISON & CO. | 1,727.93 | 397973 | 1,727.93* |
| TAX OFFICE | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|------------------------------------|----------|-----------|-----------|
| AT&T | 100.13 | 397998 | |
| STAR GRAPHICS SHARP | 208.10 | 398002 | |
| UNITED STATES POSTAL SERVICE | 666.17 | 398034 | 974.40* |
| COUNTY HUMAN RESOURCES | | | |
| STAR GRAPHICS SHARP | 43.25 | 398002 | |
| UNITED STATES POSTAL SERVICE | 8.10 | 398034 | |
| CHARMAYNE PIERCE | 24.67 | 398036 | |
| VERENICE ROSALES | 17.92 | 398126 | 93.94* |
| AUDITOR'S OFFICE | | | |
| STAR GRAPHICS SHARP | 60.94 | 398002 | |
| UNITED STATES POSTAL SERVICE | 15.64 | 398034 | 76.58* |
| COUNTY CLERK | | | |
| FED EX | 4.44 | 397959 | |
| OFFICE DEPOT | 308.20 | 397983 | |
| UNITED STATES POSTAL SERVICE | 299.93 | 398034 | |
| PROVAL INTERNATIONAL USERS GROUP | 1,975.00 | 398101 | 2,587.57* |
| COUNTY JUDGE | | | |
| CHEROKEE COUNTY CLERK | 572.00 | 397956 | |
| JAN GIROUARD & ASSOCIATES | 200.00 | 397963 | |
| STAR GRAPHICS SHARP | 43.25 | 398002 | |
| UNITED STATES POSTAL SERVICE | 16.65 | 398034 | |
| FRED JACKSON | 127.94 | 398076 | |
| GRACE NICHOLS | 500.00 | 398079 | |
| RYAN GERTZ | 500.00 | 398089 | |
| KENT W. JOHNS | 500.00 | 398102 | 2,459.84* |
| RISK MANAGEMENT | | | |
| STAR GRAPHICS SHARP | 31.78 | 398002 | |
| UNITED STATES POSTAL SERVICE | 6.54 | 398034 | |
| VERONA ADAMS | 72.00 | 398046 | |
| TEXAS PRIMA | 380.00 | 398072 | |
| TEXAS PRIMA | 380.00 | 398073 | |
| INTERNATIONAL WORKERS COMPENSATION | 300.00 | 398081 | 1,170.32* |
| COUNTY TREASURER | | | |
| STAR GRAPHICS SHARP | 43.25 | 398002 | |
| UNITED STATES POSTAL SERVICE | 258.24 | 398034 | |
| TIM FUNCHESS | 1,071.77 | 398092 | 1,373.26* |
| PRINTING DEPARTMENT | | | |
| OLMSTED-KIRK PAPER | 855.61 | 397984 | |
| STAR GRAPHICS SHARP | 314.11 | 398002 | |
| CIT TECHNOLOGY FINANCING SERVICE | 499.00 | 398075 | 1,668.72* |
| PURCHASING DEPARTMENT | | | |
| STAR GRAPHICS SHARP | 43.25 | 398002 | |
| UNITED STATES POSTAL SERVICE | 26.85 | 398034 | 70.10* |
| GENERAL SERVICES | | | |
| CASH ADVANCE ACCOUNT | 40.00 | 397975 | |
| OLMSTED-KIRK PAPER | 1,581.00 | 397984 | |
| TIME WARNER COMMUNICATIONS | 2,389.56 | 398005 | |
| VERIZON WIRELESS | 303.92 | 398029 | |
| MCGRIFF, SEIBELS & WILLIAMS OF TX | 280.81 | 398050 | |
| JOHN PAUL'S | 79.03 | 398088 | |
| DYNAMEX INC | 228.25 | 398116 | |
| SPOK INC | 3.00 | 398125 | 4,905.57* |
| DATA PROCESSING | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|----------------------------------|----------|-----------|------------|
| STAR GRAPHICS SHARP | 60.94 | 398002 | |
| SPOK INC | 12.05 | 398125 | |
| | | | 72.99* |
| VOTERS REGISTRATION DEPT | | | |
| STAR GRAPHICS SHARP | 30.12 | 398002 | |
| UNITED STATES POSTAL SERVICE | 167.28 | 398034 | |
| | | | 197.40* |
| ELECTIONS DEPARTMENT | | | |
| STAR GRAPHICS SHARP | 30.12 | 398002 | |
| UNITED STATES POSTAL SERVICE | 5.58 | 398034 | |
| ASSETS SHADOW | 3,089.50 | 398080 | |
| | | | 3,125.20* |
| DISTRICT ATTORNEY | | | |
| CASH ADVANCE ACCOUNT | 92.00 | 397975 | |
| STAR GRAPHICS SHARP | 261.30 | 398002 | |
| JAMES ARCENEUX | 881.08 | 398030 | |
| UNITED STATES POSTAL SERVICE | 519.00 | 398034 | |
| CHILD ABUSE & FORENSIC SERVICES | 350.00 | 398041 | |
| PATRIOT GROUP | 1,419.06 | 398067 | |
| REALTIME REPORTING SERVICES INC. | 652.50 | 398098 | |
| | | | 4,174.94* |
| DISTRICT CLERK | | | |
| OFFICE DEPOT | 233.97 | 397983 | |
| STAR GRAPHICS SHARP | 51.52 | 398002 | |
| UNITED STATES POSTAL SERVICE | 167.57 | 398034 | |
| | | | 453.06* |
| CRIMINAL DISTRICT COURT | | | |
| DAVID GROVE | 2,500.00 | 397935 | |
| TRAVIS EVANS | 800.00 | 397958 | |
| PENGAD | 220.58 | 397985 | |
| STAR GRAPHICS SHARP | 31.78 | 398002 | |
| RENE MULHOLLAND | 1,843.00 | 398012 | |
| JOHN D WEST | 800.00 | 398028 | |
| UNITED STATES POSTAL SERVICE | 31.23 | 398034 | |
| RAQUEL WEST | 8,334.00 | 398047 | |
| ALEX BILL III | 800.00 | 398100 | |
| | | | 15,360.59* |
| 58TH DISTRICT COURT | | | |
| STAR GRAPHICS SHARP | 31.78 | 398002 | |
| UNITED STATES POSTAL SERVICE | .81 | 398034 | |
| | | | 32.59* |
| 60TH DISTRICT COURT | | | |
| STAR GRAPHICS SHARP | 30.12 | 398002 | |
| UNITED STATES POSTAL SERVICE | .41 | 398034 | |
| | | | 30.53* |
| 136TH DISTRICT COURT | | | |
| STAR GRAPHICS SHARP | 30.12 | 398002 | |
| UNITED STATES POSTAL SERVICE | .81 | 398034 | |
| | | | 30.93* |
| 172ND DISTRICT COURT | | | |
| CASH ADVANCE ACCOUNT | 764.25 | 397975 | |
| STAR GRAPHICS SHARP | 31.78 | 398002 | |
| UNITED STATES POSTAL SERVICE | 6.89 | 398034 | |
| | | | 802.92* |
| 252ND DISTRICT COURT | | | |
| ALL AMERICAN MOVING & STORAGE | 282.00 | 397932 | |
| CHEROKEE COUNTY CLERK | 407.00 | 397956 | |
| TERRENCE HOLMES | 269.95 | 397969 | |
| MIKE VAN ZANDT | 8,334.00 | 398011 | |
| JOHN D WEST | 800.00 | 398028 | |
| UNITED STATES POSTAL SERVICE | 260.70 | 398034 | |
| JAMES R. MAKIN, P.C. | 2,037.50 | 398099 | |
| ALEX BILL III | 600.00 | 398100 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|------------------------------------|----------|-----------|------------|
| BRIAR ENTERPRISES | 100.00 | 398104 | |
| SOUTHEAST TEXAS PSYCHIATRY PA | 595.00 | 398106 | |
| 279TH DISTRICT COURT | | | 13,686.15* |
| JACK LAWRENCE | 325.00 | 397936 | |
| CATHERINE BRUNEY | 775.00 | 397971 | |
| KEVIN PAULA SEKALY PC | 1,050.00 | 397992 | |
| KEVIN S. LAINE | 285.00 | 398022 | |
| UNITED STATES POSTAL SERVICE | .41 | 398034 | |
| JOEL WEBB VAZQUEZ | 325.00 | 398056 | |
| STEFANIE L. ADAMS, ATTORNEY AT LAW | 75.00 | 398097 | |
| MATUSKA LAW FIRM | 225.00 | 398121 | |
| 317TH DISTRICT COURT | | | 3,060.41* |
| PHILLIP DOWDEN | 1,300.00 | 397942 | |
| THOMAS J. BURBANK, P.C. | 325.00 | 397949 | |
| TRAVIS EVANS | 325.00 | 397958 | |
| JIMMY D. HAMM | 1,475.00 | 397967 | |
| TERRENCE HOLMES | 225.00 | 397969 | |
| OFFICE DEPOT | 14.72 | 397983 | |
| MARVA PROVO | 825.00 | 397988 | |
| ANITA F. PROVO | 950.00 | 397989 | |
| KEVIN PAULA SEKALY PC | 575.00 | 397992 | |
| STAR GRAPHICS SHARP | 31.78 | 398002 | |
| UNITED STATES POSTAL SERVICE | .41 | 398034 | |
| KENT WALSTON | 500.00 | 398038 | |
| GLEN M. CROCKER | 2,850.00 | 398039 | |
| JOEL WEBB VAZQUEZ | 950.00 | 398056 | |
| RONALD PLESSALA | 650.00 | 398078 | |
| JONATHAN L. STOVALL | 2,325.00 | 398095 | |
| STEFANIE L. ADAMS, ATTORNEY AT LAW | 525.00 | 398097 | |
| BRYAN E MCEACHERN PC | 1,000.00 | 398118 | |
| MATUSKA LAW FIRM | 1,610.00 | 398121 | |
| JUSTICE COURT-PCT 1 PL 1 | | | 16,456.91* |
| STAR GRAPHICS SHARP | 51.32 | 398002 | |
| UNITED STATES POSTAL SERVICE | 42.67 | 398034 | |
| JUSTICE COURT-PCT 1 PL 2 | | | 93.99* |
| CASH ADVANCE ACCOUNT | 772.66 | 397975 | |
| STAR GRAPHICS SHARP | 30.12 | 398002 | |
| NANCY BEAULIEU | 873.79 | 398093 | |
| JUSTICE COURT-PCT 4 | | | 1,676.57* |
| OFFICE DEPOT | 351.99 | 397983 | |
| STAR GRAPHICS SHARP | 42.71 | 398002 | |
| JUSTICE COURT-PCT 6 | | | 394.70* |
| STAR GRAPHICS SHARP | 30.12 | 398002 | |
| UNITED STATES POSTAL SERVICE | 53.79 | 398034 | |
| JUSTICE COURT-PCT 7 | | | 83.91* |
| OFFICE DEPOT | 86.80 | 397983 | |
| JUSTICE OF PEACE PCT. 8 | | | 86.80* |
| OFFICE DEPOT | 87.59 | 397983 | |
| COUNTY COURT AT LAW NO.1 | | | 87.59* |
| STAR GRAPHICS SHARP | 30.12 | 398002 | |
| UNITED STATES POSTAL SERVICE | .41 | 398034 | |
| COUNTY COURT AT LAW NO. 2 | | | 30.53* |
| GAYLYN COOPER | 250.00 | 397934 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|----------------------------------|-----------|-----------|------------|
| JOHN E. MACEY | 250.00 | 397980 | |
| KEVIN PAULA SEKALY PC | 250.00 | 397992 | |
| MSC SYSTEMS | 188.50 | 398021 | |
| UNITED STATES POSTAL SERVICE | 24.03 | 398034 | |
| JOEL WEBB VAZQUEZ | 250.00 | 398057 | |
| THE PARKER LAW FIRM | 300.00 | 398087 | |
| COUNTY COURT AT LAW NO. 3 | | | 1,512.53* |
| TRAVIS EVANS | 300.00 | 397958 | |
| MIKE LAIRD, ATTORNEY AT LAW | 250.00 | 397978 | |
| OFFICE DEPOT | 549.96 | 397983 | |
| CHARLES ROJAS | 300.00 | 398025 | |
| UNITED STATES POSTAL SERVICE | 36.80 | 398034 | |
| LAURIE PEROZZO | 250.00 | 398085 | |
| RYAN GERTZ | 250.00 | 398089 | |
| TERRENCE ALLISON | 250.00 | 398110 | |
| COURT MASTER | | | 2,186.76* |
| LEONARD J. GIBLIN, JR. | 3,650.00 | 397961 | |
| JUDGE LARRY GIST | 3,134.90 | 397962 | |
| STAR GRAPHICS SHARP | 42.71 | 398002 | |
| UNITED STATES POSTAL SERVICE | 1.70 | 398034 | |
| MEDIATION CENTER | | | 6,829.31* |
| OFFICE DEPOT | 176.34 | 397983 | |
| SOUTHEAST TEXAS WATER | 29.80 | 397995 | |
| STAR GRAPHICS SHARP | 30.12 | 398002 | |
| UNITED STATES POSTAL SERVICE | 4.87 | 398034 | |
| WINTER WELDON | 21.28 | 398070 | |
| KARA HAWTHORN | 157.36 | 398103 | |
| TAMMY BOOKER | 11.20 | 398109 | |
| COMMUNITY SUPERVISION | | | 430.97* |
| STAR GRAPHICS SHARP | 136.39 | 398002 | |
| SHERIFF'S DEPARTMENT | | | 136.39* |
| FED EX | 78.62 | 397959 | |
| GALL'S, INC. | 170.00 | 397960 | |
| HERNANDEZ OFFICE SUPPLY, INC. | 27.50 | 397968 | |
| OFFICE DEPOT | 412.83 | 397983 | |
| AT&T | 320.62 | 397998 | |
| STAR GRAPHICS SHARP | 279.27 | 398002 | |
| WASTE MGT. GOLDEN TRIANGLE, INC. | 72.11 | 398015 | |
| UNITED STATES POSTAL SERVICE | 1,042.90 | 398034 | |
| FIVE STAR FEED | 856.70 | 398052 | |
| CREATIVE PRODUCT SOURCING | 3,510.20 | 398068 | |
| CRIME LABORATORY | | | 6,770.75* |
| CASH ADVANCE ACCOUNT | 540.12 | 397975 | |
| STAR GRAPHICS SHARP | 42.71 | 398002 | |
| MIRELES TECHNOLOGIES, INC. | 812.00 | 398045 | |
| JULIE HANNON | 600.00 | 398113 | |
| JAIL - NO. 2 | | | 1,994.83* |
| ENTERGY | 51,438.26 | 397965 | |
| JACK BROOKS REGIONAL AIRPORT | 1,851.42 | 397974 | |
| AT&T | 924.12 | 397998 | |
| STAR GRAPHICS SHARP | 522.75 | 398002 | |
| WORLD FUEL SERVICES | 398.41 | 398086 | |
| JUVENILE PROBATION DEPT. | | | 55,134.96* |
| J WALTER BORDAGES JR PHD | 345.00 | 397948 | |
| G. FRAN HUDGINS | 1,803.00 | 397970 | |
| STAR GRAPHICS SHARP | 91.06 | 398002 | |
| UNITED STATES POSTAL SERVICE | 15.56 | 398034 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-------------------------------------|----------|-----------|------------|
| SHARON STREETMAN | 44.80 | 398062 | |
| STABLE-SPIRIT | 601.02 | 398074 | |
| JOSH CUYOS | 101.36 | 398122 | |
| SPOK INC | 48.20 | 398125 | 3,050.00* |
| JUVENILE DETENTION HOME | | | |
| ALL STAR PLUMBING | 342.00 | 397940 | |
| LABATT FOOD SERVICE | 2,612.81 | 397944 | |
| ENTERGY | 9,445.67 | 397965 | |
| AT&T | 681.76 | 397998 | |
| FLOWERS FOODS | 67.90 | 398054 | 13,150.14* |
| CONSTABLE PCT 1 | | | |
| OFFICE DEPOT | 55.83 | 397983 | |
| UNITED STATES POSTAL SERVICE | 66.49 | 398034 | 122.32* |
| CONSTABLE-PCT 2 | | | |
| GALL'S, INC. | 452.00 | 397960 | |
| KAY ELECTRONICS, INC. | 174.95 | 397976 | 626.95* |
| CONSTABLE-PCT 4 | | | |
| POSTMASTER | 70.00 | 397987 | 70.00* |
| CONSTABLE-PCT 6 | | | |
| STAR GRAPHICS SHARP | 30.12 | 398002 | |
| UNITED STATES POSTAL SERVICE | 22.52 | 398034 | 52.64* |
| CONSTABLE PCT. 8 | | | |
| CASH ADVANCE ACCOUNT | 336.00 | 397975 | 336.00* |
| AGRICULTURE EXTENSION SVC | | | |
| STAR GRAPHICS SHARP | 60.94 | 398002 | |
| UNITED STATES POSTAL SERVICE | 39.79 | 398034 | 100.73* |
| HEALTH AND WELFARE NO. 1 | | | |
| CITY OF BEAUMONT | 40.00 | 397941 | |
| CLAYBAR FUNERAL HOME, INC. | 984.00 | 397954 | |
| ENTERGY | 70.00 | 397966 | |
| STAR GRAPHICS SHARP | 60.94 | 398002 | |
| AUSTIN CECIL WALKES MD PA | 2,932.58 | 398013 | |
| UNITED STATES POSTAL SERVICE | 71.65 | 398034 | |
| TINA CHAMPAGNE | 20.72 | 398077 | |
| ESSLINE KNOX | 22.40 | 398096 | |
| SPOK INC | 22.82 | 398125 | 4,225.11* |
| HEALTH AND WELFARE NO. 2 | | | |
| STAR GRAPHICS SHARP | 73.37 | 398002 | |
| AUSTIN CECIL WALKES MD PA | 2,932.58 | 398013 | |
| SPOK INC | 7.69 | 398125 | 3,013.64* |
| NURSE PRACTITIONER | | | |
| STAR GRAPHICS SHARP | 30.12 | 398002 | 30.12* |
| CHILD WELFARE UNIT | | | |
| DISA, INC. | 500.00 | 397957 | |
| TARGET STORES DIVISION | 7,337.49 | 398026 | |
| BEAUMONT OCCUPATIONAL SERVICE, INC. | 1,194.40 | 398040 | |
| J.C. PENNEY'S | 2,438.12 | 398042 | |
| SEARS COMMERICAL CREDIT | 100.00 | 398043 | 11,570.01* |
| ENVIRONMENTAL CONTROL | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|-----------------------------------|-----------|-----------|--------------|
| AT&T | 29.75 | 397998 | 29.75* |
| INDIGENT MEDICAL SERVICES | | | |
| CARDINAL HEALTH 110 INC | 14,386.84 | 398114 | |
| LAGNIAPPE PHARMACY SERVICES LLC | 86.88 | 398124 | 14,473.72* |
| MAINTENANCE-BEAUMONT | | | |
| GUARDIAN FORCE | 108.00 | 397933 | |
| CITY OF BEAUMONT - WATER DEPT. | 290.61 | 397951 | |
| COBURN'S, BEAUMONT BOWIE (1) | 71.40 | 397955 | |
| ENTERGY | 7,781.94 | 397965 | |
| M&D SUPPLY | 147.68 | 397979 | |
| ACE IMAGEWEAR | 184.23 | 397994 | |
| SOUTHWEST BUILDING SYSTEMS | 4,212.50 | 397997 | |
| AT&T | 904.61 | 397998 | |
| STAR GRAPHICS SHARP | 30.12 | 398002 | |
| WARREN EQUIPMENT CO. | 725.50 | 398014 | |
| NEDERLAND FRAME SHOP | 189.49 | 398090 | 14,646.08* |
| MAINTENANCE-PORT ARTHUR | | | |
| A&B OUTDOOR EQUIPMENT | 168.49 | 397931 | |
| JOHNSTONE SUPPLY | 10.72 | 397937 | |
| SANITARY SUPPLY, INC. | 66.30 | 397991 | |
| STAR GRAPHICS SHARP | 61.90 | 398002 | |
| TIME WARNER COMMUNICATIONS | 66.12 | 398007 | |
| TIME WARNER COMMUNICATIONS | 66.12 | 398008 | |
| SOLAR | 9.03 | 398037 | |
| BAKER DISTRIBUTING COMPANY | 99.55 | 398053 | |
| PARKER LUMBER | 132.26 | 398091 | |
| DALE'S POOLS | 299.73 | 398111 | |
| MEMBER'S BUILDING MAINTENANCE LLC | 2,524.60 | 398115 | 3,504.82* |
| MAINTENANCE-MID COUNTY | | | |
| CITY OF NEDERLAND | 91.05 | 397953 | |
| RITTER @ HOME | 107.70 | 397990 | |
| ACE IMAGEWEAR | 55.34 | 397994 | |
| AT&T | 684.01 | 397998 | |
| STAR GRAPHICS SHARP | 31.78 | 398002 | |
| W. JEFFERSON COUNTY M.W.D. | 63.66 | 398016 | |
| NEDERLAND HARDWARE SUPPLY | 126.54 | 398017 | |
| BUBBA'S AIR CONDITIONING | 6,940.00 | 398020 | 8,100.08* |
| SERVICE CENTER | | | |
| CARQUEST AUTO PARTS # 96 | 309.27 | 397950 | |
| J.K. CHEVROLET CO. | 54.78 | 397972 | |
| KINSEL FORD, INC. | 138.27 | 397977 | |
| M&D SUPPLY | 20.32 | 397979 | |
| PHILPOTT MOTORS, INC. | 47.98 | 397986 | |
| STAR GRAPHICS SHARP | 30.12 | 398002 | |
| PETROLEUM TRADERS CORPORATION | 12,235.14 | 398031 | |
| LIBERTY TIRE RECYCLING LLC | 79.80 | 398082 | |
| UNIFIRST HOLDINGS INC | 44.46 | 398083 | |
| MIGHTY OF SOUTHEAST TEXAS | 113.40 | 398105 | |
| SILSBEE FORD INC | 941.02 | 398119 | 12,132.52* |
| VETERANS SERVICE | | | |
| STAR GRAPHICS SHARP | 74.49 | 398002 | |
| HILARY GUEST | 121.20 | 398048 | |
| HILARY GUEST | 242.40 | 398049 | 438.09* |
| | | | 241,716.16** |
| MOSQUITO CONTROL FUND | | | |
| GREYHOUND PACKAGE EXPRESS | 63.80 | 397938 | |
| CITY OF NEDERLAND | 58.80 | 397953 | |
| JACK BROOKS REGIONAL AIRPORT | 395.08 | 397974 | |
| MUNRO'S | 98.95 | 397981 | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|----------------------------------|-----------|-----------|-------------|
| AT&T | 29.75 | 397998 | |
| STAR GRAPHICS SHARP | 30.12 | 398002 | |
| TIME WARNER COMMUNICATIONS | 69.82 | 398006 | |
| WASTE MGT. GOLDEN TRIANGLE, INC. | 79.12 | 398015 | 825.44** |
| FAMILY GROUP CONFERENCING | | | |
| STAR GRAPHICS SHARP | 31.78 | 398002 | 31.78** |
| LAW LIBRARY FUND | | | |
| THOMSON REUTERS-WEST | 462.00 | 398112 | 462.00** |
| EMPG GRANT | | | |
| OFFICE DEPOT | 227.13 | 397983 | |
| SOUTHEAST TEXAS WATER | 29.80 | 397996 | 256.93** |
| JUVENILE TJPC-A-2014-123 | | | |
| YOUTH ADVOCATE PROGRAM | 6,179.52 | 398069 | |
| TJJD | 100.00 | 398107 | |
| SPOK INC | 19.74 | 398125 | 6,299.26** |
| COMMUNITY SUPERVISION FND | | | |
| CASH ADVANCE ACCOUNT | 1,738.69 | 397975 | |
| OFFICE DEPOT | 101.97 | 397983 | |
| PAMELA G. STEWART | 12.46 | 398003 | |
| DANA LEWIS-BROUSSARD | 61.60 | 398032 | |
| UNITED STATES POSTAL SERVICE | 94.80 | 398034 | |
| JCCSC | 456.00 | 398094 | |
| WHITNEY WOLF | 113.12 | 398117 | 2,578.64** |
| JEFF. CO. WOMEN'S CENTER | | | |
| CITY OF BEAUMONT - WATER DEPT. | 786.30 | 397951 | |
| SANITARY SUPPLY, INC. | 1,586.24 | 397991 | |
| STAR GRAPHICS SHARP | 31.78 | 398002 | |
| SYSCO FOOD SERVICES, INC. | 1,854.06 | 398004 | |
| PETTY CASH - RESTITUTION I | 127.77 | 398019 | |
| CDW COMPUTER CENTERS, INC. | 401.90 | 398024 | |
| TEXAS FIRE & COMMUNICATIONS | 2,141.18 | 398027 | |
| BEN E KEITH FOODS | 879.43 | 398055 | |
| SILSBEE FORD INC | 22,383.75 | 398119 | |
| SPOK INC | 16.38 | 398125 | 30,208.79** |
| COMMUNITY CORRECTIONS PRG | | | |
| STAR GRAPHICS SHARP | 47.38 | 398002 | 47.38** |
| DRUG DIVERSION PROGRAM | | | |
| STAR GRAPHICS SHARP | 47.38 | 398002 | 47.38** |
| COUNTY CLERK - RECORD MGT | | | |
| AT&T | 111.03 | 397998 | 111.03** |
| COUNTY RECORDS MANAGEMENT | | | |
| UNITED STATES POSTAL SERVICE | 2.03 | 398034 | 2.03** |
| DEPUTY SHERIFF EDUCATION | | | |
| MARK ELLIS | 124.00 | 398065 | 124.00** |
| CONST. PCT. 8 EDUCATION | | | |
| CASH ADVANCE ACCOUNT | 946.14 | 397975 | 946.14** |
| HOTEL OCCUPANCY TAX FUND | | | |

| NAME | AMOUNT | CHECK NO. | TOTAL |
|--------------------------------|-----------|-----------|---------------|
| CITY OF BEAUMONT - WATER DEPT. | 197.73 | 397951 | |
| TRI-CITY COFFEE SERVICE | 45.10 | 398010 | |
| UNITED STATES POSTAL SERVICE | 36.04 | 398034 | 278.87** |
| DISTRICT CLK RECORDS MGMT | | | |
| STAR GRAPHICS SHARP | 86.50 | 398002 | 86.50** |
| FBI FIRING RANGE REPAIR | | | |
| AAABSOLUTE GUTTERS | 295.00 | 398066 | 295.00** |
| CAPITAL PROJECTS FUND | | | |
| HERNANDEZ OFFICE SUPPLY, INC. | 272.00 | 397968 | |
| STAR GRAPHICS COPIERS, INC. | 250.00 | 397999 | 522.00** |
| AIRPORT FUND | | | |
| CITY OF NEDERLAND | 780.34 | 397953 | |
| STAR GRAPHICS SHARP | 72.83 | 398002 | 853.17** |
| SE TX EMP. BENEFIT POOL | | | |
| CHLIC-CHICAGO | 59,745.70 | 398084 | 59,745.70** |
| SETEC FUND | | | |
| ALLIANCE MECHANICAL SERVICES | 2,000.00 | 398058 | 2,000.00** |
| WORKER'S COMPENSATION FD | | | |
| TRISTAR RISK MANAGEMENT | 8,994.02 | 398060 | 8,994.02** |
| D. A. HOT CHECK FUND | | | |
| OFFICE DEPOT | 778.99 | 397983 | 778.99** |
| APPELLATE JUDICIAL SYSTEM | | | |
| 9TH COURT OF APPEALS | 1,930.00 | 398071 | 1,930.00** |
| MARINE DIVISION | | | |
| JACK BROOKS REGIONAL AIRPORT | 419.08 | 397974 | |
| OFFICE DEPOT | 6.81 | 397983 | 425.89** |
| | | | 430,820.33*** |

| Election Day Polling Places | | | |
|-----------------------------|------------------------------------|-------------------------|-----------------|
| Precincts (precintos) | (Localizaciones) | ADDRESS (Dirección) | |
| <i>ALL (todos)</i> | Amelia Elementary School | 565 S. Major Dr | Beaumont, TX |
| <i>ALL (todos)</i> | Beaumont Municipal Airport | 455 Keith Rd. | Beaumont, TX |
| <i>ALL (todos)</i> | Bevil Oaks Civic Center | 7390 Sweetgum Rd. | Bevil Oaks, TX |
| <i>ALL (todos)</i> | BISD Administration Building | 3395 Harrison Ave. | Beaumont, TX |
| <i>ALL (todos)</i> | Calvary Baptist Church | 3650 Dowlen Rd. | Beaumont, TX |
| <i>ALL (todos)</i> | Dishman Elementary | 3475 Champions Dr. | Beaumont, TX |
| <i>ALL (todos)</i> | O.C. Mike Taylor Career Center | 2330 North St. | Beaumont, TX |
| <i>ALL (todos)</i> | Precinct 1 Service Center | 20205 W. Hwy. 90 | Beaumont, TX |
| <i>ALL (todos)</i> | Rogers Park Community Center | 6540 Gladys Ave. | Beaumont, TX |
| <i>ALL (todos)</i> | Roy Guess Elementary | 8055 Voth Rd. | Beaumont, TX |
| <i>ALL (todos)</i> | Hebert Library | 2025 Merriman St. | Port Neches, TX |
| <i>ALL (todos)</i> | Central Gardens Fire Station | 3707 Central Blvd. | Nederland, TX |
| <i>ALL (todos)</i> | Groves Elementary | 3901 Cleveland Ave. | Groves, TX |
| <i>ALL (todos)</i> | Nederland City Hall | 207 N 12th Street | Nederland, TX |
| <i>ALL (todos)</i> | Jerry Ware Airport Terminal | 5000 Jerry Ware Dr. | Beaumont, TX |
| <i>ALL (todos)</i> | JP4 BLDG | 19217 FM 365 | Beaumont, TX |
| <i>ALL (todos)</i> | LaBelle-Fannett VFD | 12880 FM 365 | Beaumont, TX |
| <i>ALL (todos)</i> | Nederland Recreation Center | 2301 Avenue H | Nederland, TX |
| <i>ALL (todos)</i> | Port Neches City Hall | 1005 Merriman | Port Neches, TX |
| <i>ALL (todos)</i> | West Groves Education Center | 5840 W. Jefferson Blvd. | Groves, TX |
| <i>ALL (todos)</i> | DeQueen Elementary | 740 DeQueen Blvd. | Port Arthur, TX |
| <i>ALL (todos)</i> | El Vista Community Center | 615 Ellias St. | Port Arthur, TX |
| <i>ALL (todos)</i> | Jefferson County Sub-Courthouse | 525 Lakeshore Dr. | Port Arthur, TX |
| <i>ALL (todos)</i> | Memorial 9th Grade Academy | 2441 61st St. | Port Arthur, TX |
| <i>ALL (todos)</i> | O.W. Collins Apartment Complex | 4440 Gulfway Dr. | Port Arthur, TX |
| <i>ALL (todos)</i> | Port Arthur Public Library | 4615 9th Ave. | Port Arthur, TX |
| <i>ALL (todos)</i> | Port Arthur Recreation Center | 1308 9th Ave. | Port Arthur, TX |
| <i>ALL (todos)</i> | R.L. Gabby Eldridge Center | 5262 S. Gulfway Dr | Sabine Pass, TX |
| <i>ALL (todos)</i> | Travis Elementary | 1115 Lakeview Ave. | Port Arthur, TX |
| <i>ALL (todos)</i> | Willie Ryman III Community Center | 3248 39th St. | Port Arthur, TX |
| <i>ALL (todos)</i> | Alice Keith Park Recreation Center | 4075 Highland Ave. | Beaumont, TX |
| <i>ALL (todos)</i> | Charlton-Pollard Elementary | 825 Jackson St. | Beaumont, TX |
| <i>ALL (todos)</i> | Dr. Mae Jones Clark | 3525 Cleveland | Beaumont, TX |
| <i>ALL (todos)</i> | Hamshire Community Building | 12393 2nd St. | Hamshire, TX |
| <i>ALL (todos)</i> | Jefferson County Courthouse | 1001 Pearl St. | Beaumont, TX |
| <i>ALL (todos)</i> | MLK Middle School | 1400 Avenue A | Beaumont, TX |
| <i>ALL (todos)</i> | John Paul Davis Community Center | 3580 E. Lucas Dr. | Beaumont, TX |
| <i>ALL (todos)</i> | Precinct 4 Service Center | 7780 Boyt Rd. | Beaumont, TX |
| <i>ALL (todos)</i> | Sterling Pruitt Center | 2930 Gulf St. | Beaumont, TX |
| <i>ALL (todos)</i> | Theodore Johns Library | 4255 Fannett Rd. | Beaumont, TX |



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 ____ day of _____, 2014, on motion made by _____, Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Proclamation was adopted:

**Julie Rogers Gift of Life Program
2014 Ovarian and Breast Cancer Awareness Months**

WHEREAS, September and October 2014 are National Ovarian and Breast Cancer Awareness Months; and

WHEREAS, the public is still largely unfamiliar with ovarian cancer, a silent disease with vague symptoms, that ranks as the fifth leading cause of cancer-related death among women and the deadliest of all gynecologic cancers; and

WHEREAS, breast cancer is the most common cancer among American women, except for skin cancers and approximately 1 in 8 women in the US will develop invasive breast cancer during her lifetime; and

WHEREAS, this year an estimated 254,650 women will be diagnosed with either breast or ovarian cancer and 54,270 women will die from these diseases in the United States; and

WHEREAS, to heighten awareness of these diseases, the Gift of Life will conduct in October a month-long regional cancer outreach campaign, **Putting on the Pink**, that includes the Julie Richardson Procter **5K Ribbon Run Color Rush on Saturday, October 11** in Downtown Beaumont **BRA-vo! Applause for the Cause**, a breast cancer survivor project featured at the Art Museum of Southeast Texas; numerous educational outreach presentations, free mammogram screenings and clinical breast exams; and Pink Outs, a collaborative effort with regional schools and students to heighten cancer awareness ; and

WHEREAS, because early detection is the best protection against cancer, it is imperative that women are educated about breast and ovarian cancer symptoms and risk factors and receive a yearly mammogram, which is recognized as the single most effective method for detection of breast cancer; and

WHEREAS, the Gift of Life annually provides more than 2,200 free mammograms and clinical breast exams for medically underserved individuals with access to follow-up care for those who require additional testing and treatment following their screenings; and

WHEREAS, the Gift of Life has helped extend the lives of more than 200 women whose breast cancer was detected at Gift of Life screenings and furthers its compassionate continuum of care through the provision of monthly breast cancer support group meetings for cancer patients, survivors, families and caregivers; and

WHEREAS, the Gift of Life's Julie Richardson Procter Ovarian Cancer Educational Awareness Initiative and the Sidney "Chief" Dauphin outreach programs provide-invaluable information and educational materials to high school senior girls and adults throughout the program's seven-county service area with continuing cancer education seminars for medical professionals; and

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, does hereby proclaim the month of September, 2014 as OVARIAN CANCER AWARENESS MONTH, October 2014 as BREAST CANCER AWARENESS MONTH, and Monday, September 8, 2014 as JULIE ROGERS GIFT OF LIFE PROGRAM DAY in Jefferson County and we ask all citizens to join us in encouraging women to raise awareness and become informed.

Signed this _____ day of _____, 2014.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



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 _____ day of _____, 2014, on motion made by _____, Commissioner of Commissioner of Precinct No. _____, and seconded by _____, Commissioner of Precinct No. _____, the following Proclamation was adopted:

NATIONAL RECOVERY MONTH

WHEREAS, substance use and behavioral health disorders are a serious and treatable public health problem that affect millions of Americans of all ages, races, and ethnic backgrounds and create huge medical, societal and economic costs; and

WHEREAS behavioral health is an essential part of our overall health and wellness, and providing prevention techniques and effective treatment will help people recover; and

WHEREAS, prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

WHEREAS, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, with the theme, "Join the Voices of Recovery: Speak Up, Reach Out," the 2014 observance of National Recovery Month calls attention to the benefits to be gained through open discussions of mental and substance use disorders and the reality of recovery.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby proclaim the month of September 2014 as **National Recovery Month** in Jefferson County and call upon the people of Jefferson County to observe this month with appropriate programs, activities, and ceremonies and encourage all Jefferson County residents to recognize the achievement of those who seek to overcome the stigma and secure the benefits of substance abuse and/or mental health treatment and recovery.

Signed this _____ day of _____, 2014.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**AGENDA ITEM****September 8, 2014**

Consider, possible approve, authorize the County Judge to execute and receive and file a Quit Claim Deed from Jefferson County, Texas to Jefferson County Drainage District No. 6 to provide 60 foot right-of-way for the County road known as Green Pond Gully Road. This is part of the Inter-local agreement between the County and the Drainage District to complete work for relocation of Green Pond Gulley road and the existing crossover on U.S Hwy-90 at Green Pond Gulley Road pursuant to Chapter 791, Texas Government Code.

QUIT CLAIM DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JEFFERSON §

That **THE COUNTY OF JEFFERSON, TEXAS** (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has quit claimed, and by these presents does quit claim unto **JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**, whose address is 6550 Walden Road, Beaumont, Texas 77707, all of Grantor's right, title, and interest in and to the real property in the State of Texas described below, and to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's successors, or assigns will have, claim, or demand any right or title to the property or any part of it:

BEING a 5.081-acre tract of land out of the James Gerish, Jr. Survey, Abstract 25 and the James Gerish Sr. Survey, Abstract 24, Jefferson County, Texas, said 5.081-acre tract being generally the north 4,033.89 feet of the 60-ft road right-of-way for the county road known as Green Pond Gully Road, said 5.081-acre tract being more particularly described by metes and bounds on the attached Exhibit "A".

EXECUTED this ____ day of _____, 2014.

Jeff Branick, County Judge
County of Jefferson, Texas

ATTEST:

Carolyn Guidry, County Clerk
County of Jefferson, Texas

Quit Claim Deed 5.081-Acre Tract
County of Jefferson, Texas/Jefferson County Drainage District No. 6

THE STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared **JEFF BRANICK, County Judge, Jefferson County, Texas**, as duly authorized representative, for Jefferson County, Texas, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the County of Jefferson, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____
2014.

NOTARY PUBLIC FOR THE STATE OF TEXAS

AFTER RECORDING RETURN TO:
Richard P. LeBlanc, Jr.
General Manager
Jefferson County Drainage District No. 6
6550 Walden Road
Beaumont, Texas 77707

DC/pa/DD6

Jefferson County
Drainage District No. 6
 P.O. Box 20078
 6550 Walden Rd. • Beaumont, Texas 77720-0078
 Telephone (409) 842-1818
 Fax (409) 842-2729
 Established in 1920

Board of Directors

Joshua W. Allen, Sr.
 James D. McNicholas
 William F. Miranda
 Charles "Chuck" Guillory
 Miriam K. Johnson

Richard P. LeBlanc, Jr.
 General Manager

Jim Broussard
 Asst. General Manager
 Operations

Betty S. Holman
 Asst. General Manager
 Administration

August 20, 2014

QUIT CLAIM

BEING a 5.081-acre tract of land out of the James Gerish, Jr. Survey, Abstract 25 and the James Gerish Sr. Survey, Abstract 24, Jefferson County, Texas, said 5.081-acre tract being generally the north 4,033.89 feet of the 60-ft road right-of-way for the county road known as Green Pond Gully Road, said 5.081-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a fence post found for the Northwest corner of the tract herein described and the Green Pond Gully Road right-of-way and the Northeast corner of that certain tract conveyed to Jefferson County Drainage District No. 6 and recorded in the Real Property Records¹, File 2011038647 and being called 2.348 acres in the South right-of-way line of U.S. Highway 90;

THENCE North 82°08'37" East, along the North line of the tract herein described and the Green Pond Gully Road right-of-way, and the South right-of-way line of U.S. Highway 90, 60.10 feet to the Northeast corner of the tract herein described and the Green Pond Gully Road right-of-way, in the West top of the bank of Green Pond Gully;

¹ All records mentioned are the Jefferson County Clerk's records.

* All set iron rods are ½" with aluminum cap stamped "DD#6".

** Bearings are based on the South right-of-way line of U.S. Highway 90, being assumed North 82°08'37" east.

*** A survey plat was prepared, which accompanies this field note description.



Doug Canant 8/20/14

**QUIT CLAIM
 EXHIBIT "A"**

THENCE South 04°32'36" East, along an east line of the tract herein described and the Green Pond Gully Road East right-of-way, and the West top of bank of Green Pond Gully, passing at 870.11 feet the South line of Abstract 25 and the North line of Abstract 24 and continuing for a total distance of 1,476.19 feet to an angle point;

THENCE South 04°50'48" East, along an East line of the tract herein described and the Green Pond Gully Road East right-of-way, and the West line of Green Pond Gully, 2,555.70 feet to an iron rod set for the most Southerly corner of the tract herein described;

THENCE North 09°50'48" West, along a West line of the tract herein described, angling across the Green Pond Gully Road right-of-way, 688.44 feet to an iron rod set for angle point in an East line of that certain tract conveyed to Jefferson County Drainage District No. 6 and recorded in the Real Property Records, File 2011039463 and being called 5.443 acres, and the West line of the Green Pond Gully Road right-of-way;

THENCE North 04°50'48" West, along a West line of the tract herein described and the Green Pond Gully Road right-of-way, and an East line of the 5.443-acre tract, 1,916.91 feet to an iron rod set for angle point;

THENCE North 04°19'39" West, along a West line of the tract and the Green Pond Gully Road right-of-way, and an East line of the 5.443-acre tract, 60.16 feet to an iron rod set for angle point at the Northeast corner of the 5.443-acre tract, and the Southeast corner of that certain tract conveyed to Jefferson County Drainage District No. 6 and recorded in the Real Property Records, File 2011038647 and being called 1.417 acres;

THENCE North 04°32'36" West, along a West line of the tract herein described and the Green Pond Gully Road right-of-way, and the East line of the 1.417-acre tract passing at 504.70 feet the Northeast corner of the 1.417-acre tract, and the North line of Abstract 24 and the Southeast corner of the 2.348-acre tract and the South line of Abstract 25, and continuing for a total distance of 1,365.84 feet to the **PLACE OF BEGINNING**, containing 5.081 acres of land more or less.

Doug Canant

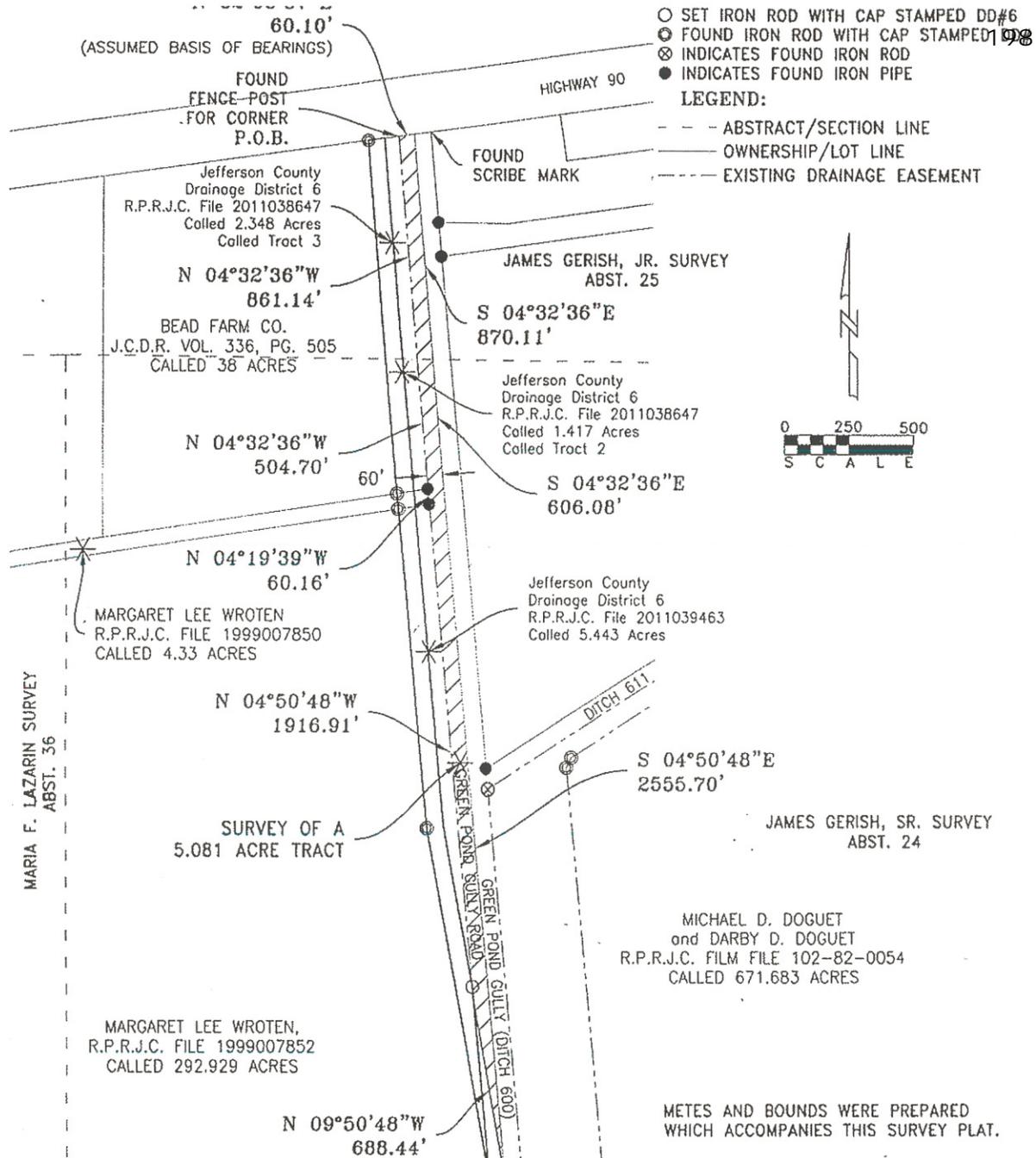
8/20/14

Doug S. Canant, Jr., P.E., R.P.L.S., C.F.M.

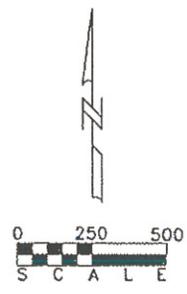
Date



**QUIT CLAIM
EXHIBIT "A"**



- SET IRON ROD WITH CAP STAMPED DD#6
 - ⊗ FOUND IRON ROD WITH CAP STAMPED 198
 - ⊗ INDICATES FOUND IRON ROD
 - INDICATES FOUND IRON PIPE
- LEGEND:
- - - ABSTRACT/SECTION LINE
 - OWNERSHIP/LOT LINE
 - - - EXISTING DRAINAGE EASEMENT



MARIA F. LAZARIN SURVEY
ABST. 36

JEFFERSON COUNTY
DRAINAGE DISTRICT No. 6
GREEN POND GULLY
SURVEY OF A
5.081 ACRE TRACT
OUT OF THE
BEAD FARM CO. TRACTS OF LAND
OUT OF THE
JAMES GERISH, JR. SURVEY, ABST. 25
AND THE
JAMES GERISH, SR. SURVEY, ABST. 24
JEFFERSON COUNTY, TEXAS



I HEREBY CERTIFY THAT I HAVE
PREPARED THIS PLAT FROM AN
ACTUAL AND ACCURATE SURVEY OF
THE LAND, WITH NO IMPROVEMENTS
SHOWN.

Doug Canant 8/20/14

REGISTERED PROFESSIONAL LAND SURVEYOR
Jefferson County Drainage District No. 6
6550 Walden Road
Beaumont, Texas 77707
(409) 842-1818

METES AND BOUNDS WERE PREPARED
WHICH ACCOMPANIES THIS SURVEY PLAT.

PREPARED BY
JEFFERSON COUNTY
DRAINAGE DISTRICT NO. 6
ENGINEERING DEPARTMENT

**AGENDA ITEM****September 8, 2014**

Consider, possibly approve and authorize the County Judge to execute an Inter-local Agreement between Jefferson County and Jefferson County Drainage District No. 6 for relocation of Green Pond Gulley road the existing crossover on U.S Hwy-90 at Green Pond Gulley Road pursuant to Chapter 791, Texas Government Code.

INTERLOCAL AGREEMENT

(Relocation of Green Pond Gully Road and the
Existing Crossover on U.S. Hwy-90 at Green Pond Gully Road)

Between

COUNTY OF JEFFERSON

and

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

This Agreement between the **COUNTY OF JEFFERSON, TEXAS**, whose address is 1149 Pearl Street, Beaumont, Texas 77701 herein referred to as "**County**" and the **JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6** whose address is 6550 Walden Road, Beaumont, Texas 77707, hereafter referred to as "**Drainage District No. 6**," is as follows:

WHEREAS, Drainage District No. 6 is desiring to reconstruct and widen Green Pond Gully in order to provide flood relief to the County's citizens, homes, businesses, as well as county roadways such as Green Pond Road, U.S. Highway 90, Lawhon Road and others, saving the County countless dollars in expenditures for road repairs needed after flood events.

WHEREAS, the County owns and maintains Green Pond Gully Road from U.S. Highway 90 to Lawhon Road; therefore, the County and Drainage District No. 6 are desirous of reciting in writing certain duties and obligations between the parties hereto with regards to construction related to the relocation of Green Pond Gully Road from 4,000 feet south of U.S. Highway 90 to U.S. Highway 90, as well as the relocation of the crossover on U.S. Highway 90 in the Texas Department of Highways right-of-way, herein after referred to as the "**Project**."

FOR AND IN CONSIDERATION of the mutual benefits flowing to Drainage District No. 6, as well as the County as a result of the Project, in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Drainage District No. 6 will design the limestone road to be constructed and the design will be approved by Precinct 1 personnel and the Director of Engineering for Jefferson County.
2. Drainage District No. 6 will, at its expense, construct the limestone road, subgrade, and construct road ditches from 4,000 feet south of U.S. Highway 90 to U.S. Highway 90.
3. Drainage District No. 6 will direct Samson Oil Company to relocate the overhead power line that runs from U.S. Highway 90 to their well site. The poles will be placed five (5) feet inside the future county road right-of-way.

INTERLOCAL AGREEMENT

Relocation of Green Pond Gully Road and
Existing Crossover on U.S. Hwy-90 at Green Pond Gully Road
Jefferson County / Drainage District No. 6

4. Drainage District No. 6 has purchased the property needed for the road relocation, as well as the ditch widening. Upon completion of the road relocation project, Drainage District No. 6 will grant the County a 65-ft County Road Easement for the relocated road right-of-way. This proposed County Road Easement consists of 5.458 acres and a draft is attached hereto as **Exhibit "A."** The County will quitclaim its interest to the north 5.081 acres of the existing road, which will be consumed by the ditch widening project. The draft Quitclaim is attached hereto as **Exhibit "C."**
5. It is understood that the County must enter into an agreement with the Texas Department of Transportation (TxDOT) entitled "Local Project Funding Agreement For Voluntary Local Government Contributors To Transportation Improvement Projects With No Required Match," a draft of which is attached hereto as **Exhibit "B."** Drainage District No. 6 will reimburse the County for all expenses incurred as a result of said agreement.
6. Drainage District No. 6 will be responsible for addressing the environmental assessment and mitigation portion of the County's agreement with TxDOT.
7. The County will design the Green Pond Gully Road crossover on U.S. Highway 90, prepare all bid and contract documents for the purposes of soliciting public bids for the construction of the crossover project. The County will also handle the entire bid process to include receipt of bids, evaluation of the bids received, and the bid award.
8. The County will administer the construction contract and perform construction inspections through the construction process until the crossover project has been completed.
9. Drainage District No. 6 agrees to reimburse the County for payments made to the contractor, with approval of the Director of Engineering for Jefferson County and the County Auditor, within thirty (30) days of receipt of the request.

On a monthly basis or greater, at its convenience, the County will invoice the District for one hundred percent (100%) of the cost of the Green Pond Gully Road crossover at U.S. Highway 90, as billed by the contractor for the County. The amount of billing will not exceed the bid price of the chosen contractor or the bid price plus approved change orders, if needed. The District will then reimburse the County for 100% of the total costs invoiced. All documentation for expenses must be in a format accepted by the Texas Water Development Board (TWDB), as the administrator of this grant for FEMA. Any amount reimbursed to the County by the District and later disallowed by TWDB/FEMA, or as a result of audit will be the sole responsibility of the County.

INTERLOCAL AGREEMENT
Relocation of Green Pond Gully Road and
Existing Crossover on U.S. Hwy-90 at Green Pond Gully Road
Jefferson County / Drainage District No. 6

- 10. Once the Project has been inspected and approved by the County and TxDOT, future maintenance of the crossover will become the responsibility of TxDOT, and future maintenance of the Green Pond Gully Road will become the responsibility of the County, in perpetuity.
- 11. This is a good faith effort between the County and Drainage District No. 6 to accommodate and assist citizens of Jefferson County area by providing improved drainage to the area and each of the entities here do pledge their best efforts to fulfill the obligations set forth herein.

COUNTY OF JEFFERSON

WITNESS OUR HANDS effective this _____ day of _____, 2014.

Jeff Branick, County Judge
County of Jefferson

ATTEST:

Carolyn Guidry, County Clerk
County of Jefferson

JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6

WITNESS OUR HANDS effective this _____ day of _____, 2014.

Joshua W. Allen, Sr., President
Jefferson County Drainage District No. 6

ATTEST:

Charles "Chuck" Guillory, Secretary
Jefferson County Drainage District No. 6

DC/pa/DD6

COUNTY ROAD EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF JEFFERSON §

THAT **JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6**, hereafter called GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by The County of Jefferson, Texas, the receipt of which is hereby acknowledged by GRANTOR, and upon the further consideration of the benefits that will accrue to the lands owned by the GRANTOR adjoining the land hereinafter described, and upon the further considerations hereinafter stated, does hereby GRANT and CONVEY unto **THE COUNTY OF JEFFERSON, TEXAS** hereinafter called GRANTEE, its contractors, successors, assigns and the public, a perpetual right-of-way, privilege and easement in, on, over and across that certain tract or parcel of land (the Easement Tract) situated in Jefferson County, Texas, more particularly described as follows, to-wit:

BEING a 5.458-acre tract of land out of the James Gerish, Jr. Survey, Abstract 25 and the James Gerish Sr. Survey, Abstract 24, Jefferson County, Texas, and also being out of three tracts of land conveyed to Jefferson County Drainage District No. 6, two tracts being recorded in the Real Property Records of Jefferson County, Texas, File 2011038647 and being called 2.348 acres and 1.417 acres, and the third tract being recorded in the Real Property Records of Jefferson County, Texas, File 2011039463 and being called 5.443 acres; said 5.458-acre tract being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

Giving and granting to the said GRANTEE, its successors and assigns, an easement (the "County Road Easement") over and across the Property for the purpose of providing access to a county road known as Green Pond Gully Road from U.S. Highway 90, more particularly depicted on the map attached hereto as Exhibit A and made a part hereof. GRANTOR hereby grants to GRANTEE, its successors, assigns, and the public the right to use this easement for ingress and egress to Green Pond Gully Road and the adjacent property, and to grant to others these same rights. This easement includes the right to use, maintain the Access Easement, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the Owners, their heirs and assigns, the right to use said road and to cross over or under this right-of-way for access to their adjoining land; and further subject to existing easements for public roads, highways, public utilities, railroads and pipelines.

EXHIBIT "A"

5.458-Acre County Road Easement

TO HAVE AND TO HOLD the above-described County Road Easement unto the said County of Jefferson, Texas, its successors, assigns, and the public perpetually, so long as it shall be used for the purpose of access to Green Pond Gully Road and the adjacent property and no longer. Immediately upon cessation of its use for said purposes by GRANTEE, its successors or assigns, then all rights granted herein shall terminate forthwith, and shall revert to GRANTOR, his/her heirs, administrators, legal representatives, successors or assigns.

WITNESS the execution hereof on this _____ day of _____, 2014.

GRANTOR:
JEFFERSON COUNTY
DRAINAGE DISTRICT NO. 6

JOSHUA W. ALLEN, SR.
PRESIDENT BOARD OF DIRECTORS

THE STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

This instrument was acknowledged before me on the _____ day of _____ 2014, by Joshua W. Allen, Sr. President of the Board of Directors for Jefferson County Drainage District No. 6.

Notary Public, State of Texas

DC/pa

After Recording Return To:
Richard P. LeBlanc, Jr.
General Manager
Jefferson County Drainage District No. 6
P.O. Box 20078
Beaumont, Texas 77720

Jefferson County
Drainage District No. 6
P.O. Box 20078
6550 Walden Rd. • Beaumont, Texas 77720-0078
Telephone (409) 842-1818
Fax (409) 842-2729
Established in 1920

Board of Directors

Joshua W. Allen, Sr.
 James D. McNicholas
 William F. Miranda
 Charles "Chuck" Guillory
 Miriam K. Johnson

Richard P. LeBlanc, Jr.
General Manager

Jim Broussard
*Asst. General Manager
 Operations*

Betty S. Holman
*Asst. General Manager
 Administration*

August 19, 2014

COUNTY ROAD EASEMENT

BEING a 5.458-acre tract of land out of the James Gerish, Jr. Survey, Abstract 25 and the James Gerish Sr. Survey, Abstract 24, Jefferson County, Texas, and also being out of three tracts of land conveyed to Jefferson County Drainage District No. 6, two tracts being recorded in the Real Property Records¹ of Jefferson County, Texas, File 2011038647 and being called 2.348 acres and 1.417 acres, and the third tract being recorded in the Real Property Records of Jefferson County, Texas, File 2011039463 and being called 5.443 acres; said 5.458-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod found for the Northwest corner of the tract herein described and the said 2.348-acre tract in the South line of U.S. Highway 90;

THENCE North 82°08'37" East, along the North line of the tract herein described and the said 2.348-acre tract, and the South line of U.S. Highway 90, 65.11 feet to an iron rod set for the Northwest corner of the tract herein described;

THENCE South 04°32'36" East, along an East line of the tract herein described, across the said 2.348-acre tract, 852.92 feet to the South line of the said 2.348-acre tract and Abstract 25 and the North line of the 1.417-acre tract and Abstract 24;

¹ All records mentioned are the Jefferson County Clerk's records.

* All set iron rods are ½" with aluminum cap stamped "DD#6".

** Bearings are based on the South right-of-way line of U.S. Highway 90, being assumed North 82°08'37" east.

*** A survey plat was prepared, which accompanies this field note description.

EXHIBIT "A"

Legal Description – Green Pond Gully Road - 5.458 Acres

THENCE South 04°32'36" East, along an East line of the tract herein described, across the said 1.417-acre tract, 513.52 feet to an iron rod set for angle point in the South line of the 1.417-acre tract and the North line of the said 5.443-acre tract;

THENCE South 04°19'39" East, along an East line of the tract herein described, across the said 5.443-acre tract, 60.16 feet to an iron rod set for angle point;

THENCE South 04°50'48" East, along an East line of the tract herein described, across the said 5.443-acre tract, 1,227.40 feet to an iron rod set for angle point;

THENCE South 09°50'48" East, along an East line of the tract herein described, across the said 5.443-acre tract, 631.06 feet to an iron rod set in the East line of the 5.443-acre tract and the West right-of-way line of Green Pond Gully Road;

THENCE South 04°50'48" East, along an East line of the tract herein described, and the said 5.443-acre tract and the West line of Green Pond Gully Road, 745.79 feet to an iron rod found for the most Southerly corner of the tract herein described and the 5.443-acre tract;

THENCE North 09°50'48" West, along a west line of the tract herein described and the said 5.443-acre tract, 1,376.85 feet to an iron rod found for angle point;

THENCE North 04°50'48" West, along a West line of the tract herein described and the 5.443-acre tract, 1,226.13 feet to an iron rod found for angle point;

THENCE North 04°20'50" West, along a West line of the tract herein described and the said 5.443-acre tract, 60.14 feet to an angle point at the Northwest corner of the 5.443-acre tract and the Southwest corner of the 1.417-acre tract;

THENCE North 04°32'36" West, along a west line of the tract herein described and the said 1.417-acre tract, 523.94 feet to the North line of the 1.417-acre tract and Abstract 24 and the South line of the 2.348-acre tract and Abstract 25.;

THENCE North 04°32'36" West, along a West line of the tract herein described and the 2.348-acre tract, 843.21 feet to the **PLACE OF BEGINNING**, containing 5.458 acres of land more or less.

Doug Canant

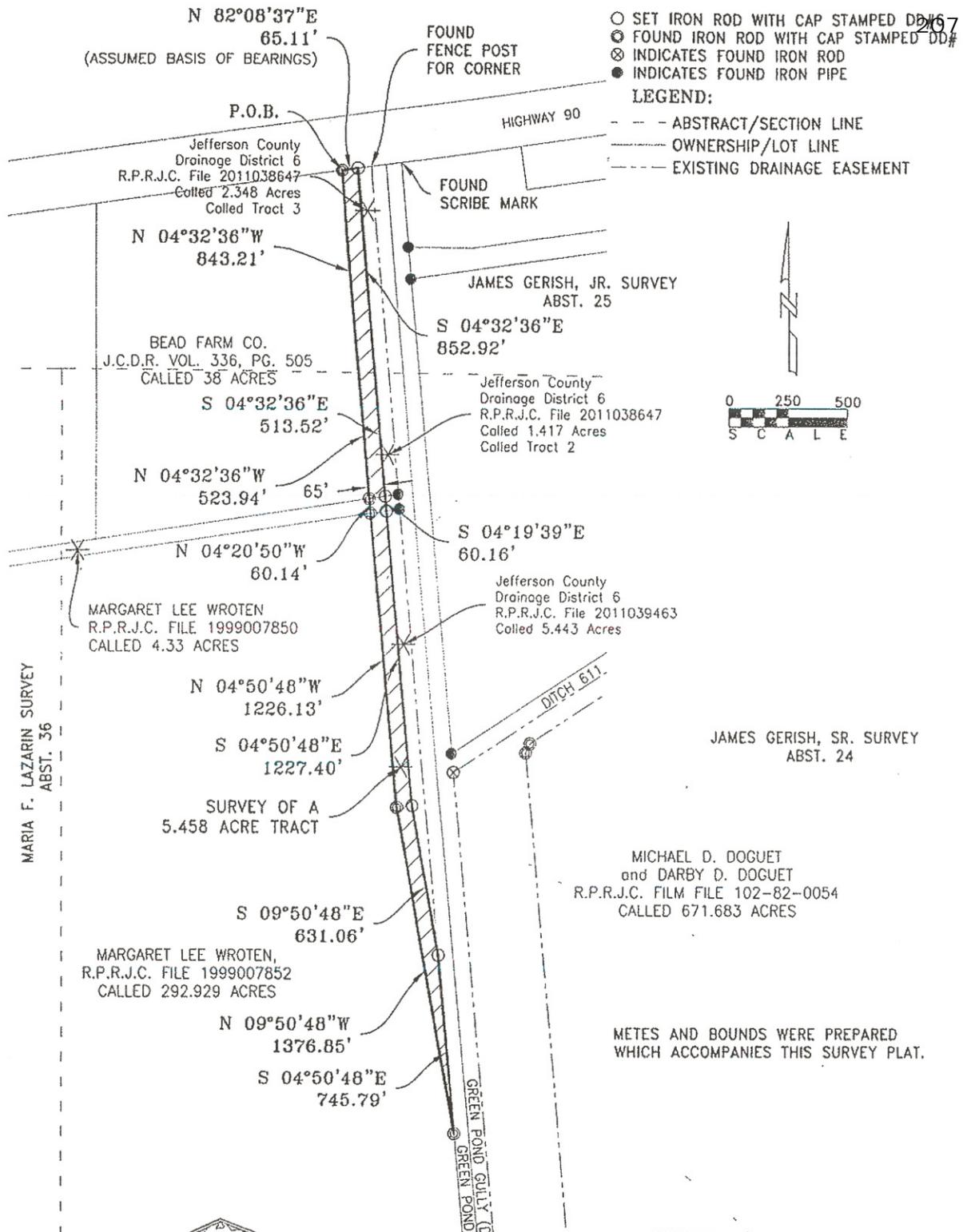
8/19/14

Doug S. Canant, Jr., P.E., R.P.L.S., C.F.M.

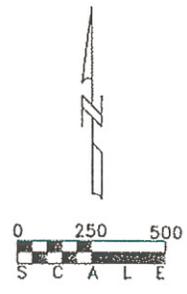
Date



EXHIBIT "A"



- SET IRON ROD WITH CAP STAMPED DD#
 - ⊙ FOUND IRON ROD WITH CAP STAMPED DD#
 - ⊗ INDICATES FOUND IRON ROD
 - INDICATES FOUND IRON PIPE
- LEGEND:
- - - ABSTRACT/SECTION LINE
 - OWNERSHIP/LOT LINE
 - - - EXISTING DRAINAGE EASEMENT



MARIA F. LAZARIN SURVEY
ABST. 36

MICHAEL D. DOGUET
and DARBY D. DOGUET
R.P.R.J.C. FILM FILE 102-82-0054
CALLED 671.683 ACRES

METES AND BOUNDS WERE PREPARED
WHICH ACCOMPANIES THIS SURVEY PLAT.



I HEREBY CERTIFY THAT I HAVE
PREPARED THIS PLAT FROM AN
ACTUAL AND ACCURATE SURVEY OF
THE LAND, WITH NO IMPROVEMENTS
SHOWN.

Doug Canant 8/19/14

REGISTERED PROFESSIONAL LAND SURVEYOR
Jefferson County Drainage District No. 6
6550 Walden Road
Beaumont, Texas 77707
(409) 842-1818

JEFFERSON COUNTY
DRAINAGE DISTRICT No. 6
GREEN POND GULLY
SURVEY OF A
5.458 ACRE TRACT
OUT OF THE
JEFFERSON COUNTY
DRAINAGE DISTRICT No. 6
TRACTS OF LAND
OUT OF THE
JAMES GERISH, JR. SURVEY, ABST. 25
AND THE
JAMES GERISH, SR. SURVEY, ABST. 24
JEFFERSON COUNTY, TEXAS

PREPARED BY
JEFFERSON COUNTY
DRAINAGE DISTRICT No. 6
ENGINEERING DEPARTMENT

EXHIBIT "A"

STATE OF TEXAS §
COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and Jefferson County, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, Texas Transportation Commission Minute Order Number 113791 authorizes the State to undertake and complete a highway improvement generally described as the relocation of an existing crossover on US 90 at Green Pond Road in Jefferson County; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the relocation of an existing crossover on US 90 at Green Pond Road in Jefferson County, called the "Project"; and,

WHEREAS, the State 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, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

The period of this Local Project Advance Funding Agreement (LPAFA) is as stated in the Master Agreement Governing Local Transportation Project Advance Funding Agreements (MAFA), without exception.

2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

3. Payment of Funds

Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

4. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties

Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

7. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed

hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

- 9. Increased Cost**
Increased cost will be under the conditions as provided for in the MAFA, without exception.
- 10. Maintenance**
Project maintenance will be under the conditions as provided for in the MAFA, without exception.
- 11. Termination**
Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.
- 12. Notices**
Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

| Local Government: | State: |
|---|---|
| Jefferson County Attention: County Judge P.O. Box 4025 Beaumont, Texas 77704 | Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701 |

- 13. Successors and Assigns**
The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.
- 14. Amendments**
Amendments to this LPAFA shall be made as described in the MAFA, without exception.

15. Incorporation of Master Agreement Provisions

This LPAFA incorporates all relevant provisions of the MAFA in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted in this agreement. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

16. 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.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

District Engineer

Date

DRAFT

Attachment A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government shall participate in said improvement by funding that portion of the improvement described as designing, developing, awarding and constructing an on-system project on US 90 to relocate an existing crossover at Green Pond Road, called the "Project."

Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the State will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

The Local Government's participation is 100% of these work items including environmental, engineering, utilities and construction. The State and Local Government have estimated the cost of these items of work as follows:

| Description | Total Estimated Cost | Federal Participation | | State Participation | | Local Participation | |
|--|----------------------|-----------------------|------------|---------------------|--------------|---------------------|-----------|
| | | % | Cost | % | Cost | % | Cost |
| Environmental (by Local Government) | \$500 | 0% | \$0 | 0% | \$0 | 100% | \$500 |
| Engineering (by Local Government) | \$ | 0% | \$0 | 0% | \$0 | 100% | \$ |
| Utilities (by Local Government) | \$ | 0% | \$0 | 0% | \$0 | 100% | \$ |
| Construction (by Local Government) | \$ | 0% | \$0 | 0% | \$0 | 100% | \$ |
| Subtotal | \$ | 0% | \$0 | 0% | \$0 | 100% | \$ |
| Environmental Direct State Costs | \$90 | 0% | \$0 | 0% | \$0 | 0% | \$90 |
| Engineering Direct State Costs | \$900 | 0% | \$0 | 0% | \$0 | 0% | \$900 |
| Utility Direct State Costs | \$10 | 0% | \$0 | 0% | \$0 | 0% | \$10 |
| Construction Direct State Costs | \$6,000 | 0% | \$0 | 0% | \$0 | 0% | \$6,000 |
| Indirect State Costs | \$100 | 0% | \$0 | 100% | \$100 | 0% | \$0 |
| TOTAL | \$ | | \$0 | | \$100 | | \$ |

Initial payment by the Local Government to the State: \$1,000

Payment by the Local Government to the State before construction: \$6,000

Estimated total payment by the Local Government to the State \$7,000

This is an estimate. The final amount of Local Government participation will be based on actual costs.

QUIT CLAIM DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JEFFERSON §

That THE COUNTY OF JEFFERSON, TEXAS (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has quit claimed, and by these presents does quit claim unto JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6, whose address is 6550 Walden Road, Beaumont, Texas 77707, all of Grantor's right, title, and interest in and to the real property in the State of Texas described below, and to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's successors, or assigns will have, claim, or demand any right or title to the property or any part of it:

BEING a 5.081-acre tract of land out of the James Gerish, Jr. Survey, Abstract 25 and the James Gerish Sr. Survey, Abstract 24, Jefferson County, Texas, said 5.081-acre tract being generally the north 4,033.89 feet of the 60-ft road right-of-way for the county road known as Green Pond Gully Road, said 5.081-acre tract being more particularly described by metes and bounds on the attached Exhibit "A".

EXECUTED this ____ day of _____, 2014.

Jeff Branick, County Judge
County of Jefferson, Texas

ATTEST:

Carolyn Guidry, County Clerk

EXHIBIT "C"

Quit Claim Deed 5.081-Acre Tract
County of Jefferson, Texas/Jefferson County Drainage District No. 6

County of Jefferson, Texas

THE STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

BEFORE ME, the undersigned authority, on this day personally appeared **JEFF BRANICK, County Judge, Jefferson County, Texas**, as duly authorized representative, for Jefferson County, Texas, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated and as the act and deed of the County of Jefferson, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____
2014.

NOTARY PUBLIC FOR THE STATE OF TEXAS

AFTER RECORDING RETURN TO:
Richard P. LeBlanc, Jr.
General Manager
Jefferson County Drainage District No. 6
6550 Walden Road
Beaumont, Texas 77707

DC:pa:DD6

Jefferson County
Drainage District No. 6
 P.O. Box 20078
 6550 Walden Rd. • Beaumont, Texas 77720-0078
 Telephone (409) 842-1818
 Fax (409) 842-2729
 Established in 1920

Board of Directors

Joshua W. Allen, Sr.
 James D. McNicholas
 William F. Miranda
 Charles "Chuck" Guillory
 Miriam K. Johnson

Richard P. LeBlanc, Jr.
General Manager

Jim Broussard
*Asst. General Manager
 Operations*

Betty S. Holman
*Asst. General Manager
 Administration*

August 20, 2014

QUIT CLAIM

BEING a 5.081-acre tract of land out of the James Gerish, Jr. Survey, Abstract 25 and the James Gerish Sr. Survey, Abstract 24, Jefferson County, Texas, said 5.081-acre tract being generally the north 4,033.89 feet of the 60-ft road right-of-way for the county road known as Green Pond Gully Road, said 5.081-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a fence post found for the Northwest corner of the tract herein described and the Green Pond Gully Road right-of-way and the Northeast corner of that certain tract conveyed to Jefferson County Drainage District No. 6 and recorded in the Real Property Records¹, File 2011038647 and being called 2.348 acres in the South right-of-way line of U.S. Highway 90;

THENCE North 82°08'37" East, along the North line of the tract herein described and the Green Pond Gully Road right-of-way, and the South right-of-way line of U.S. Highway 90, 60.10 feet to the Northeast corner of the tract herein described and the Green Pond Gully Road right-of-way, in the West top of the bank of Green Pond Gully;

¹ All records mentioned are the Jefferson County Clerk's records.

* All set iron rods are ½" with aluminum cap stamped "DD#6".

** Bearings are based on the South right-of-way line of U.S. Highway 90, being assumed North 82°08'37" east.

*** A survey plat was prepared, which accompanies this field note description.



Doug Canant 8/20/14

**QUIT CLAIM
 EXHIBIT "A"**

EXHIBIT "C"

Legal Description – Green Pond Gully Road - 5.458 Acres

THENCE South 04°32'36" East, along an east line of the tract herein described and the Green Pond Gully Road East right-of-way, and the West top of bank of Green Pond Gully, passing at 870.11 feet the South line of Abstract 25 and the North line of Abstract 24 and continuing for a total distance of 1,476.19 feet to an angle point;

THENCE South 04°50'48" East, along an East line of the tract herein described and the Green Pond Gully Road East right-of-way, and the West line of Green Pond Gully, 2,555.70 feet to an iron rod set for the most Southerly corner of the tract herein described;

THENCE North 09°50'48" West, along a West line of the tract herein described, angling across the Green Pond Gully Road right-of-way, 688.44 feet to an iron rod set for angle point in an East line of that certain tract conveyed to Jefferson County Drainage District No. 6 and recorded in the Real Property Records, File 2011039463 and being called 5.443 acres, and the West line of the Green Pond Gully Road right-of-way;

THENCE North 04°50'48" West, along a West line of the tract herein described and the Green Pond Gully Road right-of-way, and an East line of the 5.443-acre tract, 1,916.91 feet to an iron rod set for angle point;

THENCE North 04°19'39" West, along a West line of the tract and the Green Pond Gully Road right-of-way, and an East line of the 5.443-acre tract, 60.16 feet to an iron rod set for angle point at the Northeast corner of the 5.443-acre tract, and the Southeast corner of that certain tract conveyed to Jefferson County Drainage District No. 6 and recorded in the Real Property Records, File 2011038647 and being called 1.417 acres;

THENCE North 04°32'36" West, along a West line of the tract herein described and the Green Pond Gully Road right-of-way, and the East line of the 1.417-acre tract passing at 504.70 feet the Northeast corner of the 1.417-acre tract, and the North line of Abstract 24 and the Southeast corner of the 2.348-acre tract and the South line of Abstract 25, and continuing for a total distance of 1,365.84 feet to the **PLACE OF BEGINNING**, containing 5.081 acres of land more or less.

Doug Canant

8/20/14

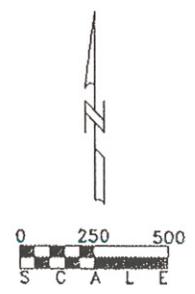
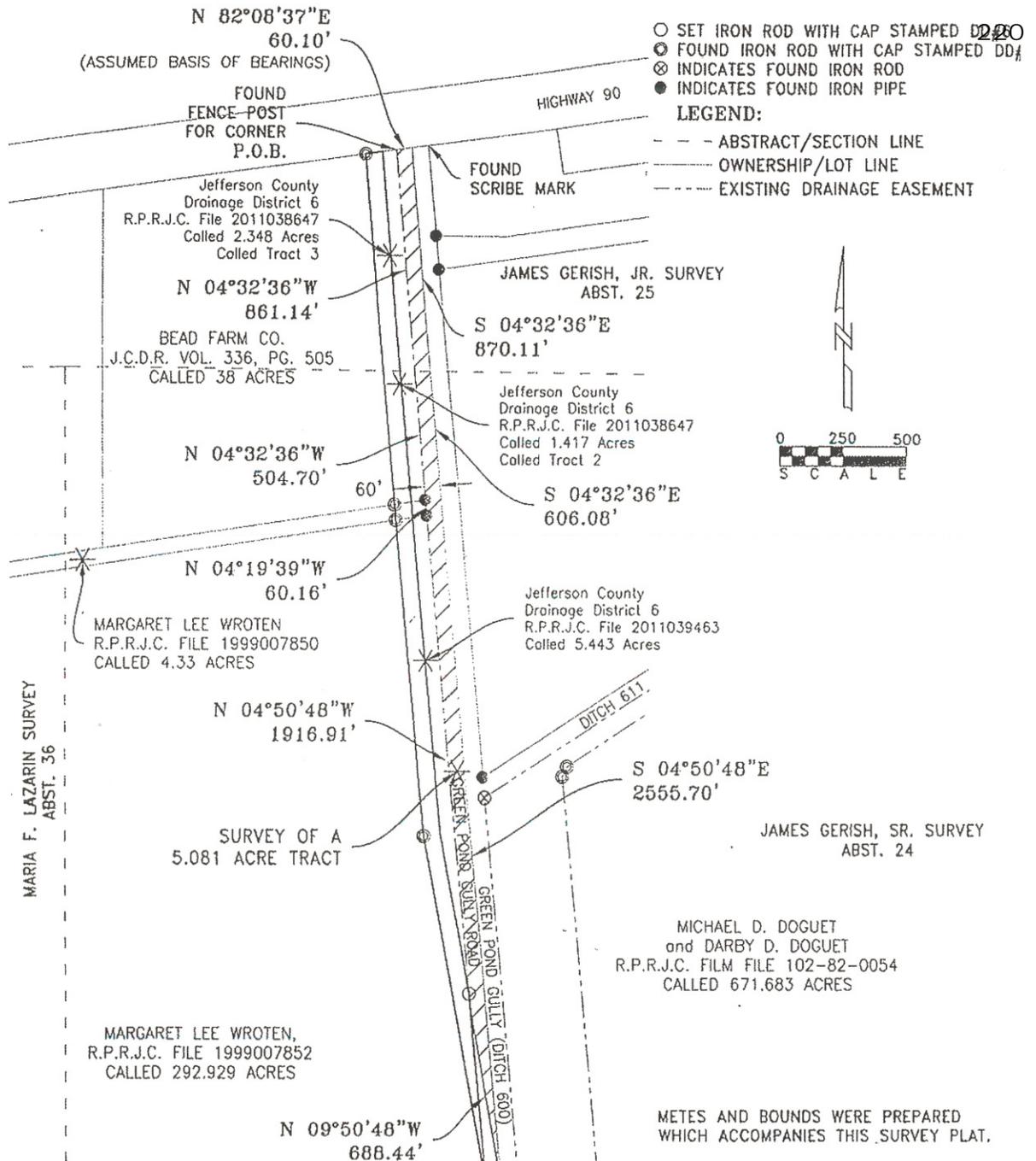
Doug S. Canant, Jr., P.E., R.P.L.S., C.F.M.

Date



**QUIT CLAIM
EXHIBIT "A"**

EXHIBIT "C"



- SET IRON ROD WITH CAP STAMPED DD#
 - ⊙ FOUND IRON ROD WITH CAP STAMPED DD#
 - ⊗ INDICATES FOUND IRON ROD
 - INDICATES FOUND IRON PIPE
- LEGEND:**
- - - ABSTRACT/SECTION LINE
 - OWNERSHIP/LOT LINE
 - - - - - EXISTING DRAINAGE EASEMENT

MARIA F. LAZARIN SURVEY
ABST. 36

JEFFERSON COUNTY
DRAINAGE DISTRICT No. 6
GREEN POND GULLY
SURVEY OF A
5.081 ACRE TRACT
OUT OF THE
BEAD FARM CO. TRACTS OF LAND
OUT OF THE
JAMES GERISH, JR. SURVEY, ABST. 25
AND THE
JAMES GERISH, SR. SURVEY, ABST. 24
JEFFERSON COUNTY, TEXAS



I HEREBY CERTIFY THAT I HAVE
PREPARED THIS PLAT FROM AN
ACTUAL AND ACCURATE SURVEY OF
THE LAND, WITH NO IMPROVEMENTS
SHOWN.

Doug Canant 8/20/14

REGISTERED PROFESSIONAL LAND SURVEYOR
Jefferson County Drainage District No. 6
6550 Walden Road
Beaumont, Texas 77707
(409) 842-1818

PREPARED BY
JEFFERSON COUNTY
DRAINAGE DISTRICT NO. 6
ENGINEERING DEPARTMENT

METES AND BOUNDS WERE PREPARED
WHICH ACCOMPANIES THIS SURVEY PLAT.

9/8

Fred Jackson

From: Paula Anderson [pkanderson@dd6.org]
Sent: Thursday, August 21, 2014 10:17 AM
To: 'Fred Jackson'; eddiearnold@co.jefferson.tx.us; 'Don Rao'
Cc: dscanant@dd6.org; rpleblanc@dd6.org
Subject: Interlocal Agreement - DD6 & County Re: Green Pond Gully Road & Crossover Relocation
Attachments: Interlocal Agreement DD6-County Green Pond Rd. & Crossover Relocation.pdf
Sent on behalf of **Doug S. Canant, PE, RPLS, CFM – Drainage District No. 6 Engineer**
By Paula Anderson, Administrative Assistant

Gentlemen;

For your review and comment I have attached an Interlocal Agreement between Drainage District No. 6 and Jefferson County which clarifies each entity's responsibility to accommodate the District's ditch widening project on Green Pond Gully, south of Hwy-90. A brief description of this agreement is as follows:

In order to widen Green Pond Gully to the west from 4,000 feet south of Hwy-90 to Hwy-90, as well as relocate the turnaround in TxDOT's right-of-way, the County Engineering Director, Don Rao, has agreed to design, prepare contract documents, let and manage a contract to perform the necessary work in TxDOT's right-of-way.

The County will enter into an agreement with TxDOT, and Drainage District No. 6 will enter into an agreement with the County.

Drainage District No. 6 is going to construct the limestone road south of Hwy-90, and we are proposing that the County hire a contractor to perform the work in the TxDOT right-of-way. Drainage District No. 6 will reimburse the County for payments to this contractor, as well as payments made to TxDOT.

Once this project has been completed, Drainage District No. 6 will grant a County Road Easement to the County on the new road. The ditch widening project will consume the existing road and the parties that have interest in this road; namely the County and Bead Farms, will grant a Quitclaim Deed to the District.

The County will maintain the new county road and TxDOT will maintain all of the work within the TxDOT right-of-way. The District will maintain the channel south of Hwy-90.

There is an existing overhead power line that needs to be relocated, and Samson has agreed to have this line relocated at their expense. Samson has already contacted Entergy and made the arrangements.

We certainly appreciate TxDOT's, the County's and Samson's cooperation in this endeavor. Should you have any questions or concerns regarding this matter, please feel free to call at any time.

Thank you,
Doug

8/21/2014

Doug S. Canant, PE, RPLS, CFM, *District Engineer*
Jefferson County

Drainage District No. 6

6550 Walden Rd. / P.O. Box 20078

Beaumont, Texas 77720-0078

E-mail: dscanant@dd6.org

Phone: (409) 842-1818 Fax: (409) 842-2729

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



Office (409) 835-8442
Fax (409) 835-8628
eddiearnold@co.jefferson.tx.us

Eddie Arnold
Jefferson County
Commissioner Pct. #1

RECEIVED
AUG 25 2014

Loma George
Judge Branick's Office

RE: Commissioners' Court Agenda Items

Please place the following agenda item on the Jefferson County Commissioners' Court Agenda under County Commissioners for September 08, 2014

Consider and possible approve, execute, receive and file the appointment of Karl Wadenpuhl filling the unexpired term for Larry Landry which ends December 31, 2015 as commissioner to the Jefferson County Emergency Services District #1 (J.C.E.S.D. #1) Board of Commissioners.

Thank you,

Eddie Arnold
County Commissioner, Pct. #1

**Budget for Title IV-E
County Child Welfare Services Contract**

| Summary | | | |
|---|--|---|--------------------------------|
| | | County: | Jefferson |
| | | Contract Number: | 23939002 |
| | | Budget Effective Date: | 10/1/2014-9/30/2015 |
| Cost Category | Estimated Total Expenses Allocable to Title IV-E | Total Anticipated Federal Reimbursement | Total Anticipated County Match |
| A. Administration | | | |
| A.1. Direct Materials and Supplies | \$6,000.00 | \$1,356.63 | \$4,643.37 |
| A.2. Direct Other Costs | \$7,500.00 | \$1,695.79 | \$5,804.21 |
| Total Administration | \$13,500.00 | \$3,052.42 | \$10,447.58 |
| B. Training | | | |
| B.1. Title IV-E Training (75%) | \$0.00 | \$0.00 | \$0.00 |
| Total Training | \$0.00 | \$0.00 | \$0.00 |
| C. Supplemental Foster Care Maintenance (SFCM) | | | |
| Total SFCM | \$172,500.00 | \$100,136.25 | \$72,363.75 |
| D. Indirect Costs (if applicable) | | | |
| Indirect Cost Base | \$0.00 | \$0.00 | \$0.00 |
| Grand Total | \$186,000.00 | \$103,188.67 | \$82,811.33 |

| | |
|---|-----------------------|
| <p>*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:</p> <p>Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.</p> | <p>45.221%</p> |
| <p>* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during fiscal year 2015:</p> <p>Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.</p> | <p>58.05%</p> |
| <p>Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):</p> | <p>0.000%</p> |

Contractor Certification

| | |
|---|--------------------|
| <p><i>Signature</i></p> <p>Jeff R. Branick, County Judge</p> <p><i>Printed Name & Title</i></p> | <p><i>Date</i></p> |
|---|--------------------|

**Budget for Title IV-E
County Child Welfare Services Contract**

| Administration | | | |
|--|-------------------------------------|--|-------------------------------------|
| A.1. Direct Materials and Supplies | | | |
| | | County: | Jefferson |
| | | Contract Number: | 23939002 |
| | | Budget Effective Date: | 10/1/2014-9/30/2015 |
| Materials and Supplies (description) | Estimated Total Expense* | Anticipated Federal Reimbursement (estimated EPR x 50% FFP) | Anticipated County Match |
| Recruitment Activities | \$1,000.00 | \$226.11 | \$773.90 |
| Overhead Expenses | \$3,000.00 | \$678.32 | \$2,321.69 |
| General Office Supplies | \$2,000.00 | \$452.21 | \$1,547.79 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| Total Direct Materials and Supplies | \$6,000.00 | \$1,356.63 | \$4,643.37 |

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Child Welfare Services Contract**

| Administration | | | |
|--------------------------------------|-------------------------------------|--|-------------------------------------|
| A.2. Direct Other Costs | | | |
| | | County: | Jefferson |
| | | Contract Number: | 23939002 |
| | | Budget Effective Date: | 10/1/2014-9/30/2015 |
| Other Costs (description) | Estimated Total Expense* | Anticipated Federal Reimbursement (estimated EPR x 50% FFP) | Anticipated County Match |
| Storage Room Rental | \$2,000.00 | \$452.21 | \$1,547.79 |
| Citations | \$1,000.00 | \$226.11 | \$773.90 |
| Birth Certificates | \$2,000.00 | \$452.21 | \$1,547.79 |
| Resource Books and Publications | \$2,000.00 | \$452.21 | \$1,547.79 |
| Film | \$500.00 | \$113.05 | \$386.95 |
| Total Direct Other Costs | \$7,500.00 | \$1,695.79 | \$5,804.21 |

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Child Welfare Services Contract**

| C. Supplemental Foster Care Maintenance (SFCM) | | | |
|---|-------------------------------------|---|-------------------------------------|
| County: | | Jefferson | |
| Contract Number: | | 23939002 | |
| Budget Effective Date: | | 10/1/2014-9/30/2015 | |
| Other Costs (description) | Estimated Total Expense* | Anticipated Federal Reimbursement (estimated FMAP) | Anticipated County Match |
| Allowances | \$10,000.00 | \$5,805.00 | \$4,195.00 |
| Clothing | \$120,000.00 | \$69,660.00 | \$50,340.00 |
| Gifts | \$30,000.00 | \$17,415.00 | \$12,585.00 |
| Graduation Expenses | \$2,500.00 | \$1,451.25 | \$1,048.75 |
| Personal Items | \$7,000.00 | \$4,063.50 | \$2,936.50 |
| School Supplies | \$2,000.00 | \$1,161.00 | \$839.00 |
| Reasonable Child Specific Travel | \$1,000.00 | \$580.50 | \$419.50 |
| Total Direct Other Costs | \$172,500.00 | \$100,136.25 | \$72,363.75 |

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Child Welfare Services Contract**

Budget Narrative

County: Jefferson

Contract Number: 23939002

Budget Effective Date: 10/1/2014-9/30/2015

A. Administration

A.1. Direct Materials and Supplies

Includes supplies for recruitment of foster and adoptive homes; public/community awareness expenses related to recruitment of foster and adoptive homes; office supplies for record keeping and DFPS files; and overhead expenses including, but not limited to, stationery, postage, and banking expenses.

A.2. Direct Other Costs

Includes citation by publication; costs of documentation to establish identity; resource books and publications; film for documentation and records of DFPS cases; and storage room rental to store supplies for Title IV-E events and children.

B. Training

B.1. Title IV-E Training (75%)

None anticipated at this time.

C. Supplemental Foster Care Maintenance (SFCM)

Includes allowances, clothing, gifts, graduation expenses, personal items, school supplies, and reasonable child-specific travel related expenses for the child to visit parents, siblings, relatives, or other caretakers at home or other appropriate location.

D. Indirect Costs (if applicable)

None anticipated at this time.

**Budget for Title IV-E
County Legal Services Contract**

| Summary | | | |
|---|--|--|--------------------------------|
| | | County: | Jefferson |
| | | Contract Number: | 23939003 |
| | | Budget Effective Date: | 10/1/2014-9/30/2015 |
| Cost Category | Estimated Total Expenses Allocable to Title IV-E | Total Anticipated Federal Reimbursement* | Total Anticipated County Match |
| A. Administration | | | |
| A.1. Direct Personnel Salaries | \$216,236.80 | \$48,892.22 | \$167,344.58 |
| A.2. Direct Personnel Fringe Benefits | \$80,056.54 | \$18,101.18 | \$61,955.36 |
| A.3. Direct Personnel Travel | \$0.00 | \$0.00 | \$0.00 |
| A.4. Direct Materials and Supplies | \$1,840.00 | \$416.03 | \$1,423.97 |
| A.5. Direct Equipment | \$3,200.00 | \$723.54 | \$2,476.46 |
| A.6. Direct Other Costs | \$24,400.00 | \$5,516.96 | \$18,883.04 |
| Total Administration | \$325,733.34 | \$73,649.94 | \$252,083.40 |
| B. Training | | | |
| B.1. Title IV-E Training (75%) | \$15,550.00 | \$5,273.90 | \$10,276.10 |
| B.2. Title IV-E Fostering Connections Training (65%) | \$0.00 | \$0.00 | \$0.00 |
| B.3. Non-Title IV-E Training (50%) | \$0.00 | \$0.00 | \$0.00 |
| Total Training | \$15,550.00 | \$5,273.90 | \$10,276.10 |
| C. Indirect Costs (if applicable) | | | |
| Total Indirect Costs | \$0.00 | \$0.00 | \$0.00 |
| Grand Total | \$341,283.34 | \$78,923.84 | \$262,359.50 |
| <p>*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:</p> <p>Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.</p> | | | <p>45.221%</p> |
| <p>Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):</p> | | | <p>0.000%</p> |
| <u>Contractor Certification</u> | | | |
| <p>Signature _____</p> <p>Jeff R. Branick, County Judge</p> <p>Printed Name & Title</p> | | <p>Date _____</p> | |

Texas Dept. of Family
and Protective Services

**Budget for Title IV-E
County Legal Services Contract**

K909-Form 2030CLIVE
August 2014

**Administration
A.1. Direct Personnel Salaries**

County: Jefferson

Contract Number: 23939003

Budget Effective Date: 10/1/2014-9/30/2015

| Position or Title | A | B | C | D | E | F |
|--|----------------|------------------------------------|-----------------------------|----------------------------------|---|--------------------------|
| | Monthly Salary | % of Time Spent on IV-E Activities | Number of Months of Service | Estimated Total Expense* (AxBxC) | Anticipated Federal Reimbursement (estimated EPR x 50% FFP) | Anticipated County Match |
| Chief Assistant District Attorney | \$8,789.70 | 70% | 12 | \$73,833.48 | \$16,694.12 | \$57,139.36 |
| Assistant District Attorney | \$7,558.79 | 100% | 12 | \$90,705.48 | \$20,508.96 | \$70,196.52 |
| Senior Secretary | \$3,767.43 | 100% | 12 | \$45,209.16 | \$10,222.02 | \$34,987.14 |
| Senior Secretary | \$3,604.82 | 15% | 12 | \$6,488.68 | \$1,467.12 | \$5,021.55 |
| | | | | \$0.00 | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 | \$0.00 |
| Total Direct Personnel Salaries | | | | \$216,236.80 | \$48,892.22 | \$167,344.58 |

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

| Administration | | | |
|---|-----------------------------|--|-----------------------------|
| A.2. Direct Personnel Fringe Benefits | | | |
| County: | | Jefferson | |
| Contract Number: | | 23939003 | |
| Budget Effective Date: | | 10/1/2014-9/30/2015 | |
| Type of Fringe Benefits | Estimated Total Expense* | Anticipated Federal Reimbursement (estimated EPR x 50% FFP) | Anticipated County Match |
| Retirement | \$38,057.67 | \$8,605.03 | \$29,452.64 |
| FICA | \$13,406.68 | \$3,031.32 | \$10,375.36 |
| Medicare | \$3,135.44 | \$708.94 | \$2,426.50 |
| Health Insurance | \$24,446.37 | \$5,527.45 | \$18,918.92 |
| Life Insurance | \$399.59 | \$90.35 | \$309.24 |
| Dental Insurance | \$610.79 | \$138.10 | \$472.69 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| Total Direct Personnel Fringe Benefits | \$80,056.54 | \$18,101.18 | \$61,955.36 |

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

| Administration A.3. Direct Personnel Travel | | | |
|--|--------------------------|---|----------------------------|
| | | County: | Jefferson |
| | | Contract Number: | 23939003 |
| | | Budget Effective Date: | 10/1/2014-9/30/2015 |
| Type of Travel Expense <small>Note: only include travel NOT related to personnel training</small> | Estimated Total Expense* | Anticipated Federal Reimbursement (estimated EPR x 50% FFP) | Anticipated County Match |
| None anticipated at this time. | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| Total Direct Personnel Travel | \$0.00 | \$0.00 | \$0.00 |

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp

Please refer to the Texas State Comptroller's office for current mileage rates.
<https://fmx.cpa.state.tx.us/fmx/travel/texttravel/trans/personal.php>

**Budget for Title IV-E
County Legal Services Contract**

| Administration | | | |
|---|-------------------------------------|--|-------------------------------------|
| A.4. Direct Materials and Supplies | | | |
| | | County: | Jefferson |
| | | Contract Number: | 23939003 |
| | | Budget Effective Date: | 10/1/2014-9/30/2015 |
| Materials and Supplies (description) | Estimated Total Expense* | Anticipated Federal Reimbursement (estimated EPR x 50% FFP) | Anticipated County Match |
| White Mailing Envelopes | \$500.00 | \$113.05 | \$386.95 |
| Green 3" Pressboard Folders (90% Title IV-E) | \$400.00 | \$90.44 | \$309.56 |
| Ink Toner Cartridges (90% Title IV-E) | \$750.00 | \$169.58 | \$580.42 |
| Sharpie Marks-A-Lot Pens | \$40.00 | \$9.04 | \$30.96 |
| Post-It tabs | \$150.00 | \$33.92 | \$116.08 |
| | | \$0.00 | \$0.00 |
| Total Direct Materials and Supplies | \$1,840.00 | \$416.03 | \$1,423.97 |

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. [http://www.dfps.state.tx.us/handbooks/Title IV E County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp)

**Budget for Title IV-E
County Legal Services Contract**

| Administration A.5. Direct Equipment | | | | |
|---|---|-------------------------------------|--|-------------------------------------|
| County: | | Jefferson | | |
| Contract Number: | | 23939003 | | |
| Budget Effective Date: | | 10/1/2014-9/30/2015 | | |
| Equipment (description) | Method Used (rent/lease/ purchase) | Estimated Total Expense* | Anticipated Federal Reimbursement (estimated EPR x 50% FFP) | Anticipated County Match |
| Computer Laser Jet Printer | Purchase | \$800.00 | \$180.88 | \$619.12 |
| Computer Monitor | Purchase | \$400.00 | \$90.44 | \$309.56 |
| Computer & Accessories with Software | Purchase | \$2,000.00 | \$452.21 | \$1,547.79 |
| | | | \$0.00 | \$0.00 |
| | | | \$0.00 | \$0.00 |
| | | | \$0.00 | \$0.00 |
| | | | \$0.00 | \$0.00 |
| Total Direct Equipment | | \$3,200.00 | \$723.54 | \$2,476.46 |

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. [http://www.dfps.state.tx.us/handbooks/Title IV_E_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)

**Budget for Title IV-E
County Legal Services Contract**

| Administration | | | |
|-------------------------------------|-------------------------------------|--|-------------------------------------|
| A.6. Direct Other Costs | | | |
| | | County: | Jefferson |
| | | Contract Number: | 23939003 |
| | | Budget Effective Date: | 10/1/2014-9/30/2015 |
| Other Costs (description) | Estimated Total Expense* | Anticipated Federal Reimbursement (estimated EPR x 50% FFP) | Anticipated County Match |
| Postage Expenses | \$24,000.00 | \$5,426.52 | \$18,573.48 |
| Software Licenses | \$400.00 | \$90.44 | \$309.56 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| Total Direct Other Costs | \$24,400.00 | \$5,516.96 | \$18,883.04 |

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

**B. Training
B.1. Title IV-E Training (75%)**

County: Jefferson

Contract Number: 23939003

Budget Effective Date: 10/1/2014-9/30/2015

| Training (Description and Title) | Registration* (amount allocable to IV-E) | Lodging* (amount allocable to Title IV-E) | Meals* (amount allocable to Title IV-E) | Transportati on* (amount allocable to Title IV-E) | Subtotal | Number of Emplo ees Attendin | Estimated Total Expense* | Anticipated Federal Reimbursement | Anticipated County Match |
|---|---|--|--|---|------------|--|-----------------------------|---|-----------------------------|
| Crimes Against Children | \$800.00 | \$1,000.00 | \$500.00 | \$600.00 | \$2,900.00 | 1 | \$2,900.00 | \$983.56 | \$1,916.44 |
| TDCAA Conference Update | \$1,600.00 | \$2,000.00 | \$650.00 | \$600.00 | \$4,850.00 | 2 | \$9,700.00 | \$3,289.83 | \$6,410.17 |
| Texas Advanced Family Law Conference | \$900.00 | \$1,000.00 | \$450.00 | \$600.00 | \$2,950.00 | 1 | \$2,950.00 | \$1,000.51 | \$1,949.49 |
| | | | | | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| Total Training | | | | | | | \$15,550.00 | \$5,273.90 | \$10,276.10 |

NOTE: Form 9321 Training Expense Documentation Form must be submitted to DFPS for review/approval by Federal Funds prior to training.

*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

**B. Training
B.3. Non-Title IV-E Training (50%)**

County: Jefferson

Contract Number: 23939003

Budget Effective Date: 10/1/2014-9/30/2015

| Training (Description and Title) | Registration* (amount allocable to Title IV-E) | Lodging* (amount allocable to Title IV-E) | Meals* (amount allocable to Title IV-E) | Transportation * (amount allocable to Title IV-E) | Subtotal | Number of Employees Attending | Estimated Total Expense* | Anticipated Federal Reimbursement | Anticipated County Match |
|-------------------------------------|---|--|--|---|----------|-------------------------------------|--------------------------------|---|-----------------------------|
| None anticipated at this time | | | | | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| | | | | | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| Total Training | | | | | | | \$0.00 | \$0.00 | \$0.00 |

NOTE: Form 9321 Training Expense Documentation Form must be submitted to DFPS for review/approval by Federal Funds prior to training.

*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IV-E_County/default.jsp

**Budget for Title IV-E
County Legal Services Contract**

Budget Narrative

County: Jefferson

Contract Number: 23939003

Budget Effective Date: 10/1/2014-9/30/2015

A. Administration

A.1. Direct Personnel Salaries

Chief Assistant District Attorney, Randi King: Ms. King is the chief prosecutor in the family law division. She represents the Texas Department of Family and protective services in cases filed in Jefferson County. Ms. King provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. She estimates that approximately 70% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee. She will certify CPS related time on a monthly basis.

Assistant District Attorney, John Nelson: Mr. Nelson represents the Texas Department of Family and protective services in cases filed in Jefferson County. Mr. Nelson provides legal advice to the department prior to and throughout legal action, handles the filing of CPS lawsuits ranging from suits affecting parent child relationship to orders to cooperate, and handles court appearances, court preparation, discovery and trials in these cases. Other duties include attending various meetings on CPS related matters and assisting with training. He estimates that approximately 100% of his time is allocable to CPS/Title IV-E activities. He is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Shannon Carver: Ms. Carver provides clerical assistance to Randi King, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 100% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

Senior Secretary, Beth Jones: Ms. Jones provides clerical assistance to Ms. King when Ms. Carver is not available, including activities such as preparing paperwork for the filing of lawsuits, preparing orders, coordinating service of process, providing proper notice to parties, locating witnesses and records, and general paralegal services. She estimates that 15% of her time is allocable to CPS/Title IV-E activities. She is a full-time salaried employee and will certify CPS related time on a monthly basis.

**Budget for Title IV-E
County Legal Services Contract**

A.2. Direct Personnel Fringe Benefits

Fringe benefits consist of all non-salary items that are paid on behalf of employees by the county. Fringe costs are allocated to each employee in accordance with the percentage of time that each employee is allocated to Title IV-E allowable activities.

These benefits are paid at the rates adopted by the Commissioners' Court of the County and consist of:

- ◆ FICA at 6.20% of gross salary per month (all employees)
- ◆ Medicare at 1.45% of gross salary per month (all employees)
- ◆ Retirement at 17.60% of gross salary per month (all employees)
- ◆ Health insurance (per *pay period):
 - o R. King, B. Jones – Family Coverage at \$510.33
 - o S. Carver, J. Nelson – Single Coverage at \$253.23
- ◆ Dental insurance at \$8.24 per person per *pay period (all employees)
- ◆ Life insurance (varies according to age and gross salary) per *pay period:
 - o S. Carver, B. Jones – estimated \$3.26
 - o J. Nelson – estimated \$6.36
 - o R. King – estimated \$7.52

If, in any event, staff work less than the estimated percentage of time, actual time worked will be billed to the Title IV-E contract. No other direct or indirect expenditures are contained in this budget.

A.3. Direct Personnel Travel

None anticipated at this time.

A.4. Direct Materials and Supplies

- ◆ Ink toner used for printing of CPS case documents and communications.
- ◆ Folders used to store and file documentation related to CPS cases.
- ◆ White envelopes used to send and receive documentation related to CPS cases.
- ◆ Sharpie Marks-a-Lot pens for case file paperwork and labeling case files.
- ◆ Post-It Tabs for separating documents in case files maintained.

A.5. Direct Equipment

- ◆ Monitor for John Nelson to replace obsolete equipment.
- ◆ Printer for John Nelson to replace obsolete equipment.
- ◆ Computer with Software and Accessories for John Nelson to replace obsolete equipment. Used to prepare documents and send communications regarding CPS cases.

A.6. Direct Other Costs

**Budget for Title IV-E
County Legal Services Contract**

- ◆ Postage expenses for mailing Title IV-E related case materials and correspondence via United States Postal Service and/or overnight carriers. Estimated average of \$2,000 per month.
- ◆ Software licensing for Randi King, John Nelson, and Shannon Carver for computer software used to prepare legal documentation for CPS cases.

B. Training**B.1. Title IV-E Training (75%)**

One employee to attend Crimes Against Children conference. Two employees to attend the Texas District and County Attorneys Association Conference (TDCAA) update. One employee to attend the Texas Advanced Family Law Conference. Conference workshops are related to Title IV-E activities and pre-approval is requested from Federal Funds prior to attendance. Travel reimbursement will be made at current rates approved by Commissioners' Court for travel, per diem, and actual cost for lodging, not to exceed current Texas Comptroller rate plus taxes.

B.2. Title IV-E Fostering Connections Training (65%)

None anticipated at this time.

B.3. Non-Title IV-E Training (50%)

None anticipated at this time.

C. Indirect Costs (if applicable)

None anticipated at this time.

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

Did your organization complete the CCR registration? Yes No

Enter Your Dun & Bradstreet (D&B) DUNS Number, and its parent if applicable: 010807535

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No N/A (if entity does not generate income)

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No" or N/A, answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No N/A (if entity reports through some other means, state how:)

If your answer is "No" you must provide compensation information to DFPS for FFATA reporting. If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval.

FFATA Certifications

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

| | |
|--|---|
| Jeff R. Branick | |
| Printed Name of Authorized Representative | Signature of Authorized Representative |
| County Judge | |
| Title of Authorized Representative | Date |
| Jefferson County | 23939002 and 23939003 |
| Legal Name of Contractor | Contract Number |



Mothers Against Drunk Driving
MADD East Texas / *Beaumont*
madd.org

700 North Street, Suite A
Beaumont, TX 77704

409.832.5704
409.832.5840 fax
877.ASK.MADD toll free

May 1, 2014

Patrick Swain, County Auditor
Jefferson County Courthouse
1149 Pearl St.
Beaumont, TX 77701

Dear County Auditor Patrick Swain,

Mothers Against Drunk Driving has been providing services in Jefferson County and surrounding counties since 1989, when several citizens started the chapter. MADD's mission is to; stop drunk driving, assist the victims of this violent crime and to prevent underage drinking. We started as a totally volunteer group of citizens and in 2000 we receive a federal grant to fund an office and victim advocate position. Prior to the grant we serviced three counties – Jefferson, Hardin, and Orange County. Since the grant, we have services anywhere from 17 counties to our current 10 counties. On a yearly average the one advocate assist approximately 400 new victims and 500 ongoing victims. I will enclose a list of our services that MADD provides for free.

Since 2008, our office has actually been assisting the Jefferson County District Attorney's office with one of their legal responsibilities mandated by law. I approached District Attorney Tom Maness back in 2008 concerning victims that were not being notified of their legal rights concerning restitution and their right to allocate when their offender is sentenced. At that time, our office volunteered to take over that responsibility from his office and notified the victims of all DWI/drug related wrecks. Since 2008, our office has sent out We Care Cards giving the victims notice of their victim rights and requesting them to contact our office. On average we get about a ten percent return back from these cards. Over 750 Jefferson County citizens notified of their victim rights with ten percent of them requesting assistance of their rights as mandated by law.

| | | | |
|-----------------|------------------|------------------|----------------------------|
| 2008---82 cases | 2010---126 cases | 2012---118 cases | 2014---108 cases currently |
| 2009---63 cases | 2011---87 cases | 2013---169 cases | |

As you can see, the cases are growing every year. Jefferson County has been my deadliest county for several years. Our MADD office has a large group of volunteers that assist with everything from court monitoring, public awareness health fairs, public speaking at schools or churches, to becoming a volunteer trained advocates. We have a three day curriculum they have to attend to become certified as an advocate for MADD. There are ongoing trainings available on a yearly basis they can attend too. Funding for our free services and volunteer training is something we are always looking for through our local government's assistance.

I am requesting a budget item of \$5,000.00 added to the Jefferson County 2014-2015 Budget year for Mothers Against Drunk Driving to assist our organization continuing to provide free services to Jefferson County citizens. As Always, we appreciate any support of the County and will continue to provide quality free services to our community.

Sincerely,

Kathy Bell-Schexnaider
Victim Services Specialist-MADD Beaumont

Cc: County Judge, County Commissioners

Sec. 61.003. DONATION OF REIMBURSEMENT.

(a) Each person who reports for jury service shall be personally provided a form letter that when signed by the person directs the county treasurer to donate all, or a specific amount designated by the person, of the person's daily reimbursement under this chapter to:

(1) the compensation to victims of crime fund under Subchapter B, Chapter 56, Code of Criminal Procedure;

(2) the child welfare, child protective services, or child services board of the county appointed under Section 264.005, Family Code, that serves abused and neglected children;

(3) any program selected by the commissioners court that is operated by a public or private nonprofit organization and that provides shelter and services to victims of family violence; or

(4) any other program approved by the commissioners court of the county, including a program established under Article 56.04(f), Code of Criminal Procedure, that offers psychological counseling to jurors in criminal cases involving graphic evidence or testimony.

(a-1) The form letter provided under Subsection (a) must include a blank in which a person may enter the amount of the daily reimbursement the person wishes to donate.

(a-2) The form letter provided under Subsection (a) must contain a brief description of the programs designated for donation under that subsection.

(b) The county treasurer or a designated county employee shall collect each form letter directing the county treasurer to donate the reimbursement of a person who reports for jury service.

(c) The county treasurer shall:

(1) send all donations made under Subsection (a)(1) to the comptroller, at the time and in the manner prescribed by the attorney general, for deposit to the credit of the compensation to victims of crime fund;

(2) deposit donations made to the county child welfare board under Subsection (a)(2) in a fund established by the county to be used by the child welfare board in a manner authorized by the commissioners court of the county; and

(3) send all donations made under Subsection (a)(3) or (a)(4) directly to the program specified on the form letter signed by the person who reported for jury service.

(d) Notwithstanding this section, a juror reimbursement donation program established before January 1, 1995, may solicit juror donations and

provide all funds collected in the name of that program to the charities served by that program on January 1, 1995.

(e) Notwithstanding Subsection (a), a county that has adopted a system or method of payment authorized by Section 113.048, Local Government Code, may provide a person who reports for jury service in the county an opportunity to donate all, or a specific part designated by the juror, of the juror's daily reimbursement by completing a self-executing application on a form prescribed by the commissioners court.

Added by Acts 1995, 74th Leg., ch. 329, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 875, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1313, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1423, Sec. 8.01, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1999.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 661 (H.B. 1204), Sec. 1, eff. September 1, 2007.

Acts 2007, 80th Leg., R.S., Ch. 1378 (S.B. 560), Sec. 5, eff. September 1, 2007.

Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 11.001, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 235 (S.B. 1675), Sec. 1, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 235 (S.B. 1675), Sec. 2, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 734 (S.B. 397), Sec. 3, eff. September 1, 2009.

Patrick Swain

From: Patrick Swain <pswain@co.jefferson.tx.us>
Sent: Thursday, September 04, 2014 9:42 AM
To: 'Brent Weaver (bweaver@co.jefferson.tx.us)'; 'Eddie Arnold'; 'Everette "Bo" Alfred (ealfred@co.jefferson.tx.us)'; 'Judge Jeff Branick (jbranick@co.jefferson.tx.us)'; 'Michael Sinegal'
Subject: FW: Outdoor LOVE statue
Attachments: Love 002.jpg; Love 001.jpg

On the agenda will be acceptance of these two sculptures given by Regina Rogers for the Ben J. Rogers Visitors Center. Attached are photos of the two sculptures.

Patrick Swain

-----Original Message-----

From: LaRue Rougeau [mailto:lrougeau@co.jefferson.tx.us]
Sent: Wednesday, September 03, 2014 3:33 PM
To: pswain@co.jefferson.tx.us
Subject: Outdoor LOVE statue

The message is ready to be sent with the following file or link attachments:

Love 002

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.


 ATTORNEY GENERAL OF TEXAS
 GREG ABBOTT
 CHILD SUPPORT DIVISION

July 22, 2014

Ms. Marcile Aunspaugh
 Jefferson County C.S. Supervisor
 P.O. Box 3586
 Beaumont TX 77704-



RE: FY15/16 State Case Registry and Local Customer Service Contract 15-C0051

Dear Ms. Aunspaugh:

Attached are two originals of the FY15/16 State Case Registry/Local Customer Service (SCR/LCS) Contract. Please have both originals signed where indicated.

In drafting this contract, we took the opportunity to restructure the existing contract in order to streamline the business requirements, document current business processes, and revise language to reflect current OAG policies. In Section 10.5 Background Reviews, the OAG is requiring that the county perform a background review, including criminal history record information within the past six months on all County Agents having access to the OAG computer systems (TXCSES Web). A letter with more details will be mailed in the coming weeks.

Also attached is Attachment E, Incident Response Plan (flagged), which is designed to provide a general reference to both OAG and County when a security incident may threaten the confidentiality of OAG data. You will need to submit a new Incident Response Plan even if no changes occurred since the previous contract. Pursuant to contract requirement § 7.5.1.1, please complete the Incident Response Plan and return it along with both signed originals to:

Office of the Attorney General
 Child Support Division
 P. O. Box 12017
 Mail Code 062, Attn: Patricia Perez
 Austin, Texas 78711-2017

Upon receipt by the OAG of the two signed originals and the completed Incident Response Plan, the documents will be routed to Charles Smith, Deputy for Child Support/IV-D Director, for signature. After the documents have been signed by all parties, one original will be returned to you for your records. Please be advised, the contract cannot be finalized until both signed originals and a current Incident Response Plan have been returned.

If you have questions regarding the execution of this contract, please contact Robert Canales at (512) 460-6283 or Debbie Mullen at (512) 460-6376.

Sincerely,

Allen Broussard
 Contract Manager

**State Case Registry and Local Customer Service
Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Jefferson County, Texas**

CONTRACT NO. 15-C0051

1. INTRODUCTION

1.1. This contract ("Contract") is entered into, by and between the Office of the Attorney General ("OAG") and Jefferson County ("County"). OAG and County are referred to individually as a "Party" and collectively as the "Parties" in this Contract.

1.2. This Contract, including its attachments (all of which are made a part hereof and expressly included herein), is entered into under the authority of Texas Family Code Section 231.002.

1.3. PURPOSE. County and OAG shall cooperate to:

1.3.1. Create or Update Registry-Only Case(s) on the OAG Case Management System with Child Support court order and Family Violence information.

1.3.2. Gather and enter sufficient information on the OAG Case Management System to satisfy the requirements for State Case Registry.

1.3.3. Provide quality local customer service as described in this Contract.

1.4. ACRONYMS, TERMS AND DEFINITIONS. The following terms have the meaning set forth below. All other terms have the meaning set forth in the Merriam *Webster's Collegiate*[®] *Dictionary*, Eleventh edition.

| Acronym/Term | Definition |
|---------------------------------|--|
| Child Support Case | A collection of data associated with a particular child support order, court hearing, and/or request for IV-D services that typically includes data regarding a Custodial Parent (CP), Non-Custodial Parent (NCP), a Dependent(s) (DP) and/or presumed father. Every Case is stored on the OAG Case Management System and has a unique OAG Case Number, names and identifying information about its Member(s), court order details, and payment history. |
| Cause Number | The identifier assigned by a court to the child support court order |
| CSD | Child Support Division |
| Custodial Parent (CP) | The person who has primary care, custody, and control of the Dependent(s). |
| Dependent | The minor or adult child who is under the primary care, custody and control of the Custodial Parent. |
| Federal Disallowance Percentage | The Federal Office of Child Support Enforcement (OCSE) does not reimburse OAG for Registry-Only customer service activities on Child Support Cases without wage withholding in effect. OAG calculates the percentage of customer service activities disallowed each month using the following formula: Total non-wage withheld receipts / Total receipts processed |
| Full-Service (FS) | A case where an individual has applied for child support services from OAG, has not declined child support services from a local rule office, or is on public assistance and an automated referral has been received from the Health and Human Services Commission (HHSC). |

| Acronym/Term | Definition |
|-------------------------------|---|
| IV-D | Title IV-D of the Social Security Act, [42 U.S.C. 651 et seq] which requires that each state create a program to locate NCPs, to establish paternity, to establish and enforce child support obligations, and collect and distribute support payments. All recipients of public assistance (usually Temporary Assistance for Needy Families (TANF)) are referred to their state's IV-D child support program. States must also accept applications from families who do not receive public assistance, if requested, to assist in collection of child support. Title IV-D also established the Federal Office of Child Support Enforcement (OCSE). Also referred to as "Title IV-D". |
| Non-Custodial Parent (NCP) | The parent who does not have primary care, custody, or control of the Dependent(s). |
| OAG-CSD | Office of the Attorney General, Child Support Division |
| OAG Case Management System | A federally certified case management system for the IV-D program. Also referred as "Texas Child Support Enforcement System". |
| Registry-Only (RO) | A case where the Texas State Disbursement Unit records and processes child support payments, but the OAG does not monitor or enforce the obligation. |
| Remitter | NCPs, employers, counties, other states, other countries, other entities, individuals, responding jurisdictions, or a third party who has sent a child support payment. |
| SSN | Social Security Number |
| Start Date of Cause | The date the judge signed the order for child support. |
| State Case Registry (SCR) | A federally mandated database maintained by each state that contains information on Child Support Cases established or modified after October 1, 1998. |
| State Disbursement Unit (SDU) | The centralized payment collection site in Texas where all child support payments are received and processed. |

2. TERM

2.1. This Contract shall commence on September 1, 2014 and shall terminate on August 31, 2016, unless terminated earlier by provisions of this Contract.

3. REQUIREMENTS

3.1. COUNTY OBLIGATIONS.

3.1.1. Confidentiality. This Contract provides for the sharing of confidential and/or sensitive information between OAG and County. In consideration of OAG providing certain confidential and/or sensitive information to County in order to perform contract services, County agrees to assume responsibility for compliance with and work closely in cooperation with OAG to ensure compliance with all applicable state and federal statutory requirements for confidentiality and information security. See the Information Protection Provisions below for more information.

3.1.2. Customer Identification. County shall adhere to the OAG Procedures for Changes to Case Information (Attachment A) when an inquiry is received or member/case information is updated.

3.1.3. State Disbursement Unit. County agrees that all court orders with child support rendered by a court on or after January 1, 1994, must direct child support payments to the SDU in accordance with Section 154.004 of the Texas Family Code and 42 USC 654b. Where County identifies a pattern of court orders from a particular court or attorney that fail to comply with Section 154.004 of the Texas Family Code and 42 USC 654b, County will notify the OAG of same.

3.1.4. State Case Registry.

3.1.4.1. County shall, in accordance with the time frames set forth in the “Timeframe Requirements” section below:

- 3.1.4.1.1. enter into the OAG Case Management System the “State Case Registry Complete” data listed in in the “State Case Registry Complete” section below;
- 3.1.4.1.2. enter into the OAG Case Management System all additional data, as described in the “Update Activities” section below, that County has obtained; and
- 3.1.4.1.3. update all of the above data for Child Support Cases as County receives updated information.

3.1.4.2. County may use the original court order or the record of support documents to obtain the relevant information for entry to the OAG Case Management System or may use the “Record of Support” Form 1828 (Attachment B) that summarizes the relevant court ordered child support information, published on the OAG-CSD’s webpage, www.texasattorneygeneral.gov, under “Child Support Forms”.

3.1.4.3. State Case Registry Complete

3.1.4.3.1. The following are the minimum required data elements necessary for a Child Support Case to be considered “State Case Registry Complete”:

3.1.4.3.1.1. Participant Information

- Type (Dependent, Custodial Parent, Non-Custodial Parent)
- First and Last Name
- Gender
- Social Security Number AND/OR Date of Birth
- Family Violence Indicator (if applicable)
- Custodial Parent’s Complete Address

3.1.4.3.1.2. Case and Cause Information

- Cause Number
- Start Date Of Cause

3.1.4.4. Update Activities.

3.1.4.4.1. County shall:

3.1.4.4.1.1. update the State Case Registry data entered in accordance with The “State Case Registry Complete” section above with updated data obtained by County after the initial entry; and

3.1.4.4.1.2. enter into OAG Case Management System additional case and/or member data to a Child Support Case as County receives such data from the Custodial Parent, Non-Custodial Parent, employer, court or attorney of record. This additional case and/or member data includes but is not limited to the following:

- Complete Address for Custodial Parent, Non-Custodial Parent, Dependent, and any other parties to the Child Support Case
- Protective Orders
- Order Modification Date
- Dependent Status
- Case Closures
- Jurisdictional Transfer of Court Orders

3.1.4.5. Timeframe Requirements.

3.1.4.5.1. County shall create new Child Support Cases on the OAG Case Management System within five (5) County business days from the “date received” time stamped on the Temporary or Final order indicating that the order was received by the District Clerk or Local Registry’s office.

3.1.4.5.2. If a payment has been received by the SDU and a case has not been created, County shall create a new Child Support Case on the OAG Case Management System, updating all available information, within five (5) County business days from notification by the SDU.

3.1.4.5.3. County shall provide new and updated "State Case Registry Complete" data and any additional data on existing Child Support Cases within three (3) County business days after receipt of the data.

3.1.4.6. Protective Orders.

3.1.4.6.1. County shall update the Family Violence Indicator (FVI) for Registry-Only Cases in the OAG Case Management System within three (3) County business days after a protective order is filed.

3.1.4.6.2. County shall provide the local OAG field office with a copy of a protective order on a Full-Service Case within three (3) County business days after it is filed.

3.1.4.7. County shall forward all misdirected child support payments to the SDU within one day of receipt and notify the Remitter of the correct payment address.

3.1.5. Local Customer Service.

3.1.5.1. County shall provide the resources necessary to accomplish the following allowable Customer Service Activities on Child Support Cases, as described below. County resources include, but are not limited to, personnel, office space, equipment, phones and phone lines.

3.1.5.2. Customer Service Activities.

3.1.5.2.1. Allowable Customer Service Activities must relate to the following categories:

3.1.5.2.1.1. Payment Inquiry

3.1.5.2.1.2. Payment Research

3.1.5.2.1.3. Employer Payment Related Calls

3.1.5.2.1.4. OAG Payment Related Calls

3.1.5.2.1.5. Wage Withholding Inquiry (Employer, Custodial Parent, Non-Custodial Parent).

3.1.5.2.2. Examples of Allowable Customer Service Activities include:

3.1.5.2.2.1. Researching payments on Child Support Cases that should have been, but were not, received by OAG.

3.1.5.2.2.2. Researching disbursements on Child Support Cases that should have been, but were not, received by the Custodial Parent.

3.1.5.2.2.3. Providing payment records on Child Support Cases to the court, the guardian ad litem for the child, the Custodial Parent and Non-Custodial Parent and their attorneys, a person authorized by the Custodial Parent or Non-Custodial Parent to have the payment history information, and a District or County attorney for purposes of pursuing prosecution for criminal non-support of a child.

3.1.5.2.2.4. Providing a certified copy of the court order to OAG upon request without delay.

3.1.5.3. Customer Service Requirements.

3.1.5.3.1. County shall:

3.1.5.3.1.1. Respond to written inquiries within five (5) County business days after receipt.

3.1.5.3.1.2. Take action on information received within three (3) County business days after receipt.

3.1.5.3.1.3. Document allowable Customer Service Activities on the OAG Case Management System.

3.1.5.3.1.4. Return phone calls within three (3) County business days after receipt.

3.1.5.3.1.5. Resolve or respond to telephone inquiries within three (3) County business days after receipt.

3.1.5.3.1.6. Attend to a walk in customer the same day or schedule appointment within three (3) County business days after request.

3.1.5.3.1.7. Provide customers with the OAG's toll free Call Center number (800-252-8014) when needed.

3.2. INTERFACE CONTROL DOCUMENT FILE SHARING SERVICES.

3.2.1. This Section 3.2 is applicable only if County exchanges interface control documents ("ICD") files.

3.2.2. The Parties will work to reduce the number of files exchanged, eliminate redundancy, modernize the technology, and streamline the exchange process, thus improving efficiency for all involved. OAG will provide the following data files:

3.2.2.1. ICD012, Full-Service and Registry-Only Collections.

3.2.2.2. ICD013, Registry-Only Disbursement Data.

3.2.2.3. ICD015, Full-Service and Registry-Only Collection Adjustments.

3.2.2.4. ICD050, Registry-Only Case Data for Local Registries.

3.2.3. County may provide the following data file to OAG for processing in the OAG Case Management System:

3.2.3.1. ICD035, Local Customer Service Registry Activities.

3.2.3.1.1. At the request of OAG, County shall provide reports or other documentation sufficient to validate the Customer Service Activity submitted on the ICD035.

3.2.3.1.2. In the event of a failed transmission, or if a file is unable to be processed, County shall correct the problem and retransmit within one (1) County business day after notification by OAG.

3.3. CHANGES TO OAG CASE MANAGEMENT SYSTEM.

3.3.1. OAG reserves the right to:

3.3.1.1. Make changes to the design of the OAG Case Management System.

3.3.1.1.1. OAG will make every effort to provide advance notice of any planned system changes that may impact the business operations or processes of County.

3.3.1.2. Make changes to OAG procedures and training material.

3.3.2. Any changes to the OAG Case Management System, OAG procedures, or the training material will not require a contract amendment but will be documented through Controlled Correspondence.

3.3.3. OAG and County will work to establish a plan and schedule for training authorized users and implementing access to the OAG Case Management System.

3.4. ONSITE REVIEW. County shall allow OAG access to County facilities for the purpose of reviewing and inspecting County processes related to the requirements of this Contract.

3.4.1. OAG and County will work together to plan for the site review.

3.4.2. County shall complete an OAG self-assessment questionnaire prior to the review.

3.4.3. OAG and County will select a random sample of cases prior to the review.

3.4.4. OAG will review a random sample of Child Support Cases to ensure that:

3.4.4.1. All court orders, whether a Temporary Order or a Final Order that involves child support, are entered on the OAG Case Management System.

- 3.4.4.2. Child Support Case information is entered on the OAG Case Management System within the timeframes set forth in the "Timeframe Requirements" section above.
- 3.4.4.3. Child Support Case information is entered accurately on the OAG Case Management System.
- 3.4.4.4. Child Support Orders direct child support payments to the SDU.
- 3.4.5. OAG will offer assistance with contract, statutory and operational issues.
- 3.4.6. OAG will provide training during the onsite review as needed.
- 3.4.7. OAG and County will review the most current list of authorized County Agents, as defined in the "Information Protection Provision", "Applicability" section of this Contract.

3.5. TRAINING ON OAG CASE MANAGEMENT SYSTEM. Any County staff performing functions under this Contract must be trained on OAG Case Management System. Classroom Training on OAG Case Management System will be scheduled upon request from County by the end of the quarter following such request. Classroom Training will be provided by OAG Regional Trainers at each of the OAG Regional Training Centers. County shall be responsible for any and all costs associated with this training, including, but not limited to, costs for travel, lodging, meals and per diem; provided, however that OAG shall be responsible for the cost of training materials and equipment required to complete the training class. County is responsible for scheduling the training with OAG and shall direct training requests to:

Larry Acevedo
 Office of the Attorney General
 Mail Code 053
 PO Box 12017
 Austin, TX 78711-2017
 Email address: CSD-TRN@texasattorneygeneral.gov

4. REMEDIES FOR NON-PERFORMANCE

4.1. Failure of County to perform the contracted for services as required by this Contract shall be considered unsatisfactory performance. Any finding of unsatisfactory performance shall be communicated to County in writing by the OAG Contract Manager. If County wants to dispute the finding, a written dispute must be received by the OAG Contract Manager no later than fifteen (15) calendar days after the date County received the written finding of unsatisfactory performance. The written dispute must detail why County believes the finding is erroneous and must contain all supporting documentation. The OAG Contract Manager will review the dispute submission to determine the validity of the original finding of unsatisfactory performance. The determination of the OAG Contract Manager shall be final and shall conclude the review process. The OAG Contract Manager's determination shall be communicated to County in writing. If a written dispute of the original finding of unsatisfactory performance is not received by the OAG Contract Manager by the time set forth above, the finding of unsatisfactory performance shall be deemed validated and County shall have waived its right to dispute the finding.

4.2. If OAG determines that the finding of unsatisfactory performance is valid, County shall be requested to provide the OAG Contract Manager with a corrective action plan. A corrective action plan, acceptable to the OAG Contract Manager, must be provided within a reasonable time period as specified by the OAG Contract Manager. Failure to provide an acceptable corrective action plan within the specified time period shall result in a withholding of payments due to County under this Contract until such time that an acceptable corrective action plan is provided.

4.2.1. If County does not return to satisfactory status within four months after receiving notice that an unsatisfactory performance finding has been validated, OAG may withhold payments due to County under this Contract until County is once again performing satisfactorily. If the unsatisfactory status persists for a total of six months after receiving notice of the validated unsatisfactory performance finding, OAG may terminate this Contract (in accordance with the Termination Section below) without payment to County for any costs incurred by County from the time that OAG commenced withholding payments due to County being in an unsatisfactory

status. Where payments are to resume due to County having provided an acceptable corrective action plan or having attained satisfactory performance status, the first payment after resumption shall include all costs accrued during the period when payments to County were withheld.

5. FINANCIAL MATTERS

5.1. MAXIMUM LIABILITY OF THE OAG.

5.1.1. Notwithstanding any other provision of this Contract, the maximum liability of OAG under this Contract is **Thirty Two Thousand Eight Hundred Dollars and No Cents (\$32,800.00)**.

5.2. REIMBURSEMENT RATES.

5.2.1. FEDERAL SHARE.

5.2.1.1. OAG shall be financially liable to County for the federal share of County's Contract associated cost. "Federal Share" means the portion of County's Contract associated cost that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D; for purpose of reference only the federal share on the effective date of this Contract is 66%.

5.2.2. STATE CASE REGISTRY.

5.2.2.1. State Case Registry Complete Fee. County agrees that the per activity fee for each Child Support Case in which County initially entered sufficient data on the OAG Case Management System to deem the case "State Case Registry Complete", as defined in the "State Case Registry Complete" section of this Contract, is \$12.77.

5.2.2.2. State Case Registry Complete Update Fee. County agrees that the per activity fee for each update of State Case Registry Complete data or entry of additional information on the OAG Case Management System, pursuant to the "Update Activities" section of this Contract, on a Child Support Case previously deemed State Case Registry Complete is \$4.06.

5.2.2.3. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated State Case Registry costs for any given calendar month is equal to the Federal Share of the sum of (1) the product of (a) the number of State Case Registry Complete activities during the calendar month multiplied by (b) the State Case Registry Complete Fee, plus (2) the product of (a) the number of State Case Registry Complete Updates during the calendar month multiplied by (b) the State Case Registry Complete Update Fee.

Thus, OAG's liability for County's Contract associated State Case Registry costs will be calculated as follows:

$$[(\text{Calendar Month State Case Registry Complete activities} \times \$12.77) + (\text{Calendar Month State Case Registry Complete Update activities} \times \$4.06)] \times \text{Federal Share} = \text{OAG Liability.}$$

5.2.3. Local Customer Service.

5.2.3.1. County agrees that, for the purposes of this Contract, all of County's reimbursable Contract associated Local Customer Service costs for any given calendar month is equal to the Federal Share of the product of (1) the difference of (a) the sum of (i) the number of inquiries on Full-Service Child Support Cases handled by County personnel during the calendar month, plus (ii) the number of inquiries on Registry-Only Child Support Cases handled by County personnel during the calendar month, minus (b) the product of (i) the number of Registry-Only Cases handled by County personnel during the calendar month multiplied by (ii) the Federal Disallowance Percentage, multiplied by (2) a per inquiry fee of \$4.18. For purpose of reference only the Federal Disallowance Percentage for SFY 2013 annualized is 21.80%.

Thus, OAG's liability for County's Contract associated Local Customer Service costs will be calculated as follows:

$$[(\text{Calendar Month IV-D Inquiries Handled by County Personnel} + \text{Calendar Month Registry-Only Inquiries Handled by County Personnel}) - (\text{Calendar Month Registry-Only Inquiries} \times \text{Federal Disallowance Percentage})] \times \$4.18 \times \text{Federal Share} = \text{OAG Liability.}$$

5.3. REIMBURSEMENT PROCESS.

5.3.1. OAG will forward a Summary and Reimbursement Voucher for any particular month's activities to County for review and approval by the 25th day of the following month.

5.3.2. If County approves the Summary and Reimbursement Voucher, County shall sign the voucher and return it to OAG for payment within ten (10) County business days after County's receipt of voucher. County's signature constitutes approval of the voucher and certification that all services provided during the period covered by the voucher are included on the voucher. OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act.

County shall submit the invoice via email to:

CSD-CountyInvoicing@texasattorneygeneral.gov

Or via USPS mail to:

OAG Contract Manager, State Case Registry and Local Customer Service
Mail Code 062
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

5.3.3. If County does not approve the Summary and Reimbursement Voucher, County shall return the voucher to OAG within ten (10) County business days after receipt of voucher, detailing the basis of any disputed item, and include supporting documentation. OAG shall review the returned voucher. If the dispute is resolved in County's favor, OAG shall make payment as set forth in the preceding subsection. If the dispute is not resolved in County's favor, OAG shall make payment in accordance with the voucher originally sent to County and forward a letter of explanation to County.

5.4. LIMITATION OF OAG LIABILITY.

5.4.1. OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.

5.4.2. OAG may decline to reimburse costs which are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.

5.4.3. County shall refund to OAG within thirty (30) calendar days any sum of money which has been paid to County which OAG and County agree has resulted in an overpayment to County, provided that such sums may be offset and deducted from any amount owing but unpaid to County.

5.4.4. OAG shall not be liable for reimbursing County if County fails to comply with the requirements of the "State Case Registry" and "Local Customer Service" sections above.

5.4.5. OAG shall not be liable for reimbursing County for any activity currently eligible for reimbursement as of right without the necessity for a prior existing contract e.g. sheriff/processor fees. Nor shall OAG be liable for reimbursing County for any activities eligible for reimbursement under another contract or Cooperative Agreement with OAG e.g. customer service related to cases in the same County's Integrated Child Support System ("ICSS") caseload, when County has an ICSS contract with OAG. Nor shall OAG be liable for reimbursing County for information correcting erroneous information previously provided by County.

5.5. AUDIT AND INVESTIGATION. County understands that acceptance of funds under this Contract acts as acceptance of the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States to conduct an audit or investigation in connection with those funds. County agrees to cooperate fully in the conduct of the audit or investigation. County shall grant access to all books, records and documents pertinent to this Contract to the OAG, the State Auditor of Texas, the United States Department of health and Human Services and the Comptroller General of the United States for the purposes of inspecting, auditing or copying such books, records and documents. County shall ensure that the requirements of this provision including, but not limited to, the authority of the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General

of the United States to conduct an audit or investigation concerning funds received indirectly by subcontractors through County and the requirement to cooperate in the conduct of such audit or investigation shall be included in all subcontracts.

5.6. FINANCIAL TERMS.

5.6.1. Buy Texas. In accordance with §2155.4441, Texas Government Code, County shall, in performing any services under this Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

5.6.2. Legislative Appropriations. All obligations of OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement (see Provision of Funding by United States below). The parties acknowledge that the ability of the OAG to make payments under this contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The parties acknowledge that funds are not specifically appropriated for this contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make best efforts to provide reasonable written advance notice to County of any such termination. In the event of such a termination, County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the contract requirements, prior to the effective date of termination.

5.6.3. Provision of Funding by the United States. It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify County of such fact in writing. Upon such occurrence, OAG shall discontinue payment hereunder and the Contract shall be terminated subject to the post termination responsibilities outlined in the Termination of the Contract Section.

5.6.4. Antitrust and Assignment of Claims. Pursuant to 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq., County affirms that it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. County hereby assigns to OAG any claims for overcharges associated with this Contract under 15 U.S.C. §1, et seq., and Tex. Bus. & Comm. Code §15.01, et seq.

6. **CONTRACT MANAGEMENT**

6.1. CONTROLLED CORRESPONDENCE. In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, OAG and County shall use Controlled Correspondence. OAG shall manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, OAG shall assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager.

Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. However, the Controlled

Correspondence process may be used to document refinements and interpretations of the provisions of this Contract and to document the cost impacts of proposed changes.

Controlled Correspondence documents shall be maintained by both parties in on-going logs and shall become part of the normal status reporting process. Any communication not generated in accordance with such process shall not be binding upon the parties and shall be of no effect.

6.2. NOTICES.

6.2.1. Written Notice Delivery. Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be addressed to the receiving party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

6.2.1.1. County Address. The address of County for all purposes under this Contract and for all notices hereunder shall be:

Ms. Marcile Aunspaugh (or successor in office)
Jefferson County C.S. Supervisor
P.O. Box 3586
Beaumont, TX 77704-

6.2.1.2. OAG Address. The address of OAG for all purposes under this Contract and for all notices hereunder shall be:

Charles Smith (or successor in office)
Deputy for Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

With copies to:

Martha Fitzwater Pigott (or successor in office)
Managing Attorney, Legal Counsel Section
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017

6.3. CONTRACT MANAGERS.

6.3.1. OAG Contract Manager. The OAG Contract Manager is:

Allen Broussard (or successor in office)
CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, TX 78711
Email: allen.broussard@texasattorneygeneral.gov
Phone: (512) 460-6373

Any changes to the above assignment shall be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- approve invoices
- coordinate meetings with the County
- investigate complaints

The OAG Contract Manager shall have no authority to agree to any:

- Contract amendment
- pricing change

6.3.2. County Contract Manager. Unless otherwise notified by County, OAG shall consider the District Clerk, Domestic Relations Office or Local Registry's office as County Contract Manager. Any changes to this assignment shall be documented by Controlled Correspondence. The County's Contract Manager has the authority to:

- make decisions regarding the deliverables required by this Contract
- sign Controlled Correspondence
- serve as the day to day point of contact
- coordinate quality control reviews
- coordinate meetings with the OAG
- investigate complaints

6.4. SUBCONTRACTING. County shall not subcontract any portion of the IV-D services to be performed under this Contract without the prior written approval of the OAG. All subcontracts, if any, entered into by County shall be written and competitively advertised. Any subcontract entered into by County shall be subject to the requirements of this Contract. County agrees to be responsible to OAG for the performance of any subcontractor and remains bound to perform the duties described in any subcontract regardless of whether the subcontractor breaches in its performance. County understands and acknowledges that OAG is in no manner liable to any subcontractor of County.

6.5. NO ASSIGNMENT BY COUNTY. County will not assign its rights under this contract or delegate the performance of its duties under this contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute a merger shall not act to cause the assumption, by the surviving entity or entities, of this Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this Section includes, without limitation, the combining of two corporations into a single surviving corporation, the combining of two existing corporations to form a third newly created corporation; or the combining of a corporation with another form of business organization.

6.6. REPORTING FRAUD, WASTE OR ABUSE. County must report any suspected incident of fraud, waste or abuse associated with the performance of this Contract to any one of the following listed entities:

- the Contract Manager;
- the Deputy Director for Contract Operations, Child Support Division;
- the Deputy Director, Child Support Division;
- the Director, Child Support Division;
- the OAG Ethics Advisor;
- the OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (866-552-7937) or the FWAPP E-mailbox (FWAPP@texasattorneygeneral.gov);
- the State Auditor's Office hotline for fraud (1-800-892-8348).

6.6.1. The report of suspected misconduct shall include (if known):

- the specific suspected misconduct;
- the names of the individual(s)/entity(ies) involved;
- the date(s)/location(s) of the alleged activity(ies);
- the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and
- any documents which tend to support the allegations.

6.6.1.1. The words fraud, waste or abuse as used in this Section have the following meanings:

6.6.1.1.1. Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.

6.6.1.1.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.

6.6.1.1.3. Abuse is the misuse of one's position, title or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6.7. COOPERATION WITH THE OAG. County must ensure that it cooperates with OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. County agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third party representatives as requested by the OAG.

6.8. DISPUTE RESOLUTION PROCESS FOR COUNTY BREACH OF CONTRACT CLAIM.

6.8.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by OAG and County to attempt to resolve any claim for breach of contract made by County.

6.8.2. A claim for breach of Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, County shall submit written notice, as required by subchapter B, to the Deputy for Child Support (IV-D Director), Office of the Attorney General, PO Box 12017 (Mail Code 033), Austin, Texas 78711-2017. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

6.8.3. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by OAG if the parties are unable to resolve their disputes under the negotiation process.

6.8.4. Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by OAG nor any other conduct of any representative of OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

6.8.5. The submission, processing and resolution of a claim for breach of contract is governed by the published rules adopted by OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

6.8.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by County, in whole or in part.

7. INFORMATION PROTECTION PROVISIONS

7.1. GENERAL.

7.1.1. Survival of Provisions.

7.1.1.1. Perpetual Survival and Severability

7.1.1.1.1. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this contract, and shall be perpetual.

7.1.1.1.2. As an exception to the foregoing perpetual survival, if certain OAG Data become publicly known and made generally available through no action or inaction of County, then County may use such publicly known OAG Data to the same extent as any other member of the public.

7.1.1.1.3. If any term or provision of this contract, including these Information Protection Provisions, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this contract, including these Information Protection Provisions, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

7.1.2. Applicability.

7.1.2.1. References in the Information Protection Provisions

7.1.2.1.1. All references to "OAG" shall mean the Office of the Attorney General.

7.1.2.1.2. All references to "OAG-CSD ISO" shall mean the Office of the Attorney General-Child Support Division Information Security Officer.

7.1.2.1.3. All references to "County" shall mean {business name and address}.

7.1.2.1.4. All references to "County's Agents" shall mean County's officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform Contract Services on County's behalf.

7.1.2.1.5. All references to "Contract Services" shall include activities within the scope of the executed contract.

7.1.2.1.6. All references to "OAG Data" shall mean all data and information (i) originated by OAG or, (ii) which County accesses from OAG information systems. This contract requires County to retrieve data from the courts and other sources and create data within the Texas Child Support Enforcement System. OAG Data does not include data and information originated by County in the performance of its statutory responsibilities. Gov't Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. All references to "OAG Customers" shall mean any person or entity that delivers, receives, accesses, or uses OAG Data.

7.1.2.1.7. The term "Security Incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Data may have been compromised and includes, without limitation, a failure by County to perform its obligations under section 7.2, Data Security, and section 7.2.7, Physical Security, subsections below.

7.1.2.2. Inclusion in all Subcontracts.

7.1.2.2.1. The requirements of these Information Protection Provisions shall be included in, and apply to, all subcontracts and any agreements County has with anyone performing Contract Services on County's behalf.

7.1.2.3. Third Parties

7.1.2.3.1. This contract is between County and OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against OAG or County.

7.1.3. Termination for Non-Compliance.

7.1.3.1. In the event that either County or County's Agent fails to comply with any of the Information Protection provisions, OAG may exercise any remedy, including immediate termination of this contract.

7.1.4. Personnel Briefings Training and Acknowledgments.

7.1.4.1. County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. County's Agents shall only be granted access to OAG Systems after they have received all required security training and have executed all required security agreements, acknowledgments, and certifications. The OAG Contract Manager shall provide direction to the County regarding the acquiring of any necessary access, completion of required security training and execution of required security agreements, acknowledgments and certifications.

7.1.4.2. County shall ensure that all County personnel having access to OAG Data receive annual reorientation sessions when offered by OAG and all County personnel that perform or are assigned to perform Contract Services shall re-execute, and/or renew their acceptance of, all applicable security documents to ensure that they remain current regarding all security requirements.

7.1.5. Key Person Dependence or Collusion.

7.1.5.1. County shall protect against any key-person dependence or collusion by enforcing policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

7.2. DATA SECURITY.

7.2.1. Rights in OAG Data.

7.2.1.1. County and County's Agents possess no special right to access, use or disclose OAG Data as a result of County's contractual or fiduciary relationship with OAG. As between OAG and County, all OAG Data shall be considered the property of OAG and shall be deemed confidential. County hereby irrevocably assigns, transfers, and conveys, and shall cause County's Agents to irrevocably assign, transfer, and convey to OAG without further consideration all of its and their right title and interest to OAG Data. Upon request by OAG, County shall execute and deliver and shall cause County's Agents to execute and deliver to OAG any documents that may be necessary or desirable under any law to preserve or enable OAG to enforce its rights with respect to OAG Data.

7.2.2. Use of OAG Data.

7.2.2.1. OAG Data have been, or will be, provided to County and County's Agents solely for use in connection with providing the Contract Services. Re-use of OAG Data in any form is not permitted. County agrees that it will not access, use or disclose OAG Data for any purpose not necessary for the performance of its duties under this contract. Without OAG's approval (in its sole discretion), neither County nor County's Agents shall: (i) use OAG Data other than in connection with providing the Contract Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or Federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Contract Services. However, nothing in this contract is intended to restrict County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses.

7.2.2.2. In the event of any unauthorized disclosure or loss of OAG Data, County shall immediately comply with the Notice subsection of the Security Incidents subsection set forth below.

7.2.3. Statutory, Regulatory and Policy Compliance

7.2.3.1. County agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Data, for which it has received written notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to County's obligations under this contract are included in this Contract. County shall also comply with any requirements set forth in Section 9.0, "Computer System Security" of the IRS Publication 1075 (Rev. 12-2013) and Attachment C to this Contract: "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information").

7.2.4. Data Retention and Destruction.

7.2.4.1. Within six (6) months after contract award, County and OAG shall develop, and mutually agreed upon, a detailed schedule for the retention and possible destruction of OAG Data. The schedule will be based upon the Contract Services being performed and County's limited authorization to access, use, and disclose OAG Data. Subsequent to developing and agreeing upon that schedule, County shall:

- (i) Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction; (According to OAG Data Sanitization standards)
- (ii) Destroy or purge OAG Data in a manner consistent with state policy and Federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable;
- (iii) Destroy all hard copy OAG Data by shredding to effect 5/16 inch wide or smaller strips and then either incinerating or pulping the shredded material; and

- (iv) Within five (5) calendar days, excluding weekends and holidays, of destruction or purging, provide OAG with a completed OAG-Child Support Division "Certificate of Destruction for Counties and Vendors;" a copy of which is attached hereto and included herein (Attachment D).

7.2.4.2. In the event of contract expiration or termination for any reason, all hard-copy OAG Data shall (in accordance with the detailed retention schedule agreed to by County and OAG under Section 2.5.1 above) either be destroyed or returned to OAG. If immediate purging of all data storage components is not possible, County agrees that any OAG Data remaining in any storage component will be protected to prevent unauthorized disclosures.

7.2.4.2.1. Within twenty (20) business days after contract expiration or termination, County shall provide OAG with a signed statement detailing the nature of OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

7.2.4.3. In its sole discretion, OAG may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Data.

7.3. PHYSICAL AND SYSTEM SECURITY.

7.3.1. General/Administrative Protections.

7.3.1.1. At all times County shall be fully responsible to OAG for the security of the storage, processing, compilation, or transmission of all OAG Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Data are stored, processed, compiled, or transmitted.

7.3.1.2. County (and County's Agents) shall develop and implement internal protection systems, including information security access lists and physical security access lists (the "access protection lists"), designed to protect OAG Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this contract. The access protection lists shall document the name and other identifying data for any individual authorized to access, use or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization.

7.3.1.2.1. County shall remove individuals from or change the access rights of individuals on the applicable access protection list immediately upon such individual no longer requiring certain access. At least quarterly, OAG shall send County a list of Texas Child Support Enforcement System users and County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized.

7.3.1.2.2. OAG shall have the right to review County's internal protection systems and access protection lists for all areas of the work site(s). OAG may, with or without cause, and without cost or liability, deny or revoke an individual's access to OAG Data and information and any of its systems. If any authorization is revoked or denied by OAG, then County shall immediately use its best efforts to assist OAG in preventing access, use or disclosure of OAG Data and County shall be given written notice of the denial.

7.3.1.2.3. OAG, in its sole discretion and without consulting County, may immediately terminate OAG system access for anyone performing services under this contract.

7.3.1.2.4. County shall immediately notify OAG Contract Manager when any person County authorized to access OAG Systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.

7.3.1.3. County's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems access logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus a log created on January 1, 2007 may be disposed of, with all other systems access logs created in 2007, on January 1, 2015. All physical access and logical access security systems logs must be stored to electronic media.

Any stored log must be produced for viewing access and copying upon request of OAG within five (5) business days after the request.

7.3.1.4. County shall maintain appropriate audit trails to provide accountability for use and updates to OAG Data, charges, procedures, and performances. Audit trails maintained by County shall, at a minimum, identify the supporting documentation prepared by County to permit an audit of the system by tracing the activities of individuals through the system. County's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of OAG Data. County agrees that County's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.3.2. Physical Security.

7.3.2.1. The computer site and related infrastructures (e.g. information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects OAG Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.

7.3.2.2. Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.

7.3.2.3. County agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management.

7.3.2.4. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Electronic Authentication Guidance level 3 or 4, and shall be consistent with Section 4.7, "Telework Locations" and Section 9.3.11.9, "Alternate Worksite (PE-17)" of IRS Publication 1075 (Rev. 12-2013).

7.3.2.5. County shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

7.3.3. Logical/Information System Protections.

7.3.3.1. County shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:

- (i) Independent oversight of systems administrators and programmers;
- (ii) Restriction of user, operator, and administrator accounts in accordance with job duties;
- (iii) Authentication of users to the operating system and application software programs;
- (iv) County shall adhere to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords;
- (v) County shall have an authorization process for user access and privileges. Any access not granted is prohibited;
- (vi) County shall maintain an access protection list that details the rights and privileges with respect to each such user;
- (vii) Audit trails for user account adds, deletes, and changes, as well as, access attempts and updates to individual data records; and
- (viii) Protection to prevent unauthorized processing in or changes to software, systems, and OAG Data in the production environment.

7.3.3.2. County shall implement protection for the prevention, detection and correction of processing failure, or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of OAG Data.

7.3.3.3. County shall implement counter-protection against malicious software on County's internal systems used in contract performance.

7.3.3.4. County shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.

7.3.3.5. County shall apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current.

7.3.3.6. County shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.

7.3.3.7. County shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.

7.3.4. Encryption.

7.3.4.1. OAG Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission, and during transport (i.e. the physical moving of media containing OAG Data). OAG Data must be encrypted using current FIPS validated cryptographic modules. OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be communicated in writing to County by the OAG Contract Manager. County shall adhere to mutually agreed upon procedures for data transmission.

7.3.4.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by County. County may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to County by the OAG Contract Manager. If OAG finds it necessary to allow storage media to be removed from a facility used by County, OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to County Information Systems backup procedure. County Information Systems backup procedure is subject to the United States Internal Revenue Service requirements set forth in Section 9.3.6.7, "Information System Backup (CP-9)" of IRS Publication 1075 (Rev. 12-2013) and Attachment C entitled "United States Internal Revenue Service Requirements for the Safeguarding of Federal Tax Information Including Federal Tax Returns and Return Information".

7.4. SECURITY AUDIT.

7.4.1. Right to Audit, Investigate and Inspect.

7.4.1.1. Without notice, County shall permit, and shall require County's Agents to, permit OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States to:

- (i) Monitor and observe the operations of, and to perform security investigations, audits, and reviews of the operations and records of, County and County's Agents;
- (ii) Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system;
- (iii) Enter into the offices and places of business of County and County's Agents for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where County or County's Agents are found to be noncompliant with physical and/or data security protection.

7.4.1.1.1. When OAG performs any of the above monitoring, observations, and inspections, OAG will provide County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services and the Comptroller General of the United States. In those instances OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.

7.4.1.2. Any audit of documents shall be conducted at County's principal place of business and/or the location(s) of County's operations during County's normal business hours and at OAG's expense. County shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on County's premises, (or if the audit is being performed of a County's Agent, the Agent's premises, if necessary) the physical and technical support reasonably necessary for OAG auditors and inspectors to perform their work.

7.4.1.3. County shall supply to OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of County or County's Agents if those reports pertain, in whole or in part, to the Contract Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the contract.

7.5. SECURITY INCIDENTS.

7.5.1. Response to Security Incidents.

7.5.1.1. County shall respond to detected Security Incidents. County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information Security Incidents. The incident response plan should cover such topics as:

- (i) Initial responders
- (ii) Containment
- (iii) Management Notification
- (iv) Documentation of Response Actions
- (v) Expeditious confirmation of system integrity
- (vi) Collection of audit trails and similar evidence
- (vii) Cause analysis
- (viii) Damage analysis and mitigation
- (ix) Internal Reporting Responsibility
- (x) External Reporting Responsibility
- (xi) OAG Contract Manager's and OAG-CSD ISO's name, phone number and email address. Attachment E is County's current internal incident response plan. Any changes to this incident response plan require OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence

7.5.2. Notice.

7.5.2.1. Within one (1) hour of discovering or having any reason to believe that there has been, any physical, personnel, system, or OAG Data Security Incident County shall initiate risk mitigation and notify the OAG-CSD ISO and the OAG Contract Manager, by telephone and by email, of the Security Incident and the initial risk mitigation steps taken. County must also notify the Treasury Inspector General for Tax Administration in Dallas by phone (713-209-3711). If unable to contact the Dallas office, contact the National Office at Hotline Number: 800-589-3718.

7.5.2.2. Within twenty-four (24) hours of the discovery, County shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report utilizing the attached Security Incident Report (Attachment F) to the OAG-CSD ISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum: nature of the incident (e.g., data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.

7.5.2.3. Each day thereafter until the investigation is complete, County shall:

- (i) Provide the OAG-CSD ISO, or the OAG-CSD ISO's designee, with a daily oral or email report regarding the investigation status and current risk analysis; and
- (ii) Confer with the OAG-CSD ISO or the OAG-CSD ISO's designee, regarding the proper course of the investigation and risk mitigation.

7.5.2.4. Whenever daily oral reports are provided, County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

7.5.3. Final Report.

7.5.3.1. Within five (5) business days after completing the risk analysis and investigation, County shall submit a written Final Report to the OAG-CSD ISO with a copy to the OAG Contract Manager, which shall include:

7.5.3.1.1. A detailed explanation of the cause(s) of the Security Incident;

7.5.3.1.2. A detailed description of the nature of the Security Incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Data affected; and

7.5.3.1.3. A specific cure for the Security Incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.5.3.2. If the cure has not been put in place by the time the report is submitted, County shall within thirty (30) calendar days after submission of the final report, provide a certification to OAG that states: the date that County implemented the cure and a description of how the cure protects against the possibility of a recurrence.

7.5.3.3. If County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, County agrees OAG may exercise any remedy in equity, provided by law, or identified in the contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless OAG notifies County in writing prior to the exercise of such remedy.

7.5.4. Independent Right to Investigate.

7.5.4.1. OAG reserves the right to conduct an independent investigation of any Security Incident, and should OAG choose to do so, County shall cooperate fully, making resources, personnel and systems access available. If at all possible, OAG will provide reasonable notice to County that it is going to conduct an independent investigation.

7.6. REMEDIAL ACTION.

7.6.1. Remedies Not Exclusive and Injunctive Relief.

7.6.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this contract, or at law or in equity. OAG's pursuit or non-pursuit of any one remedy for a Security Incident(s) does not constitute a waiver of any other remedy that OAG may have at law or equity.

7.6.1.2. If injunctive or other equitable relief is available, then County agrees that OAG shall not be required to post bond or other security as a condition of such relief.

7.6.2. Notice and Compensation to Third Parties.

7.6.2.1. In the event of a Security Incident, third-party or individual data may be compromised.

7.6.2.2. Subject to OAG review and approval, County shall provide notice of the Security Incident, with such notice to include:

- (i) A brief description of what happened;

- (ii) A description, to the extent possible, of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.);
- (iii) A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches;
- (iv) Contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and
- (v) Instructions for accessing the Consumer Protection Identity Theft section of the OAG website.

7.6.2.3. County and OAG shall mutually agree on the methodology for providing the notice required in this subsection. Neither party shall unreasonably withhold such agreement; however the notice method must comply with the notification requirements of Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Provided further that County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

7.6.2.4. If County does not provide the required notice, OAG may elect to provide notice of the Security Incident. County and OAG shall mutually agree on the methodology for providing the notice. However, the notice method must comply with Section 521.053, Texas business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to OAG by County. If County does not reimburse such cost within thirty (30) calendar days of request, OAG shall have the right to collect such cost. Additionally, OAG may collect such cost by offsetting or reducing any future payments owed to County.

7.7. COMMENCEMENT OF LEGAL ACTION.

7.7.1. County shall not commence any legal proceeding on OAG's behalf without OAG's express written consent.

8. AMENDMENT

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of OAG and County.

9. TERMINATION OF THE CONTRACT

9.1. DISCRETIONARY TERMINATION. The parties to this Contract shall have the right, in each party's sole discretion and at its sole option, to terminate this Contract by notifying the other party hereto in writing of such termination at least one hundred and eighty (180) calendar days prior to the effective date of such termination. Such notice of termination shall comply with the notice provisions in the Notices Section above, and shall state the effective date of such termination.

9.2. TERMINATION FOR DEFAULT. If County fails to provide the services required under this Contract according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, OAG may, upon written notice of default to County, terminate the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this Contract.

OAG may exercise any other right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law or proceed by appropriate court action to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless OAG notifies County in writing prior to the exercise of such remedy. County will remain liable for all covenants under the aforesaid agreement. County and OAG will each be responsible for the payment of its own legal fees, and other costs and expenses, including attorney's fees and court costs, incurred with respect to the enforcement of any of the remedies listed herein.

9.3. Change in Federal or State Requirements. If federal or state laws, rules or regulations, or other federal or state requirements or guidelines are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.

9.4. Rights Upon Termination. In the event that this Contract is terminated for any reason, or upon its expiration, OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this contract in whatever form that they exist.

9.5. Survival of Terms. Termination of this Contract for any reason shall not release County from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

10. TERMS AND CONDITIONS

10.1. FEDERAL TERMS AND CONDITIONS.

10.1.1. Compliance with Law, Policy and Procedure. County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to County: (1) performing its obligations hereunder and to assure, with respect to its performances hereunder, that OAG is fully and completely meeting obligations imposed by all laws, rules, regulations, requirements, and guidelines upon OAG in carrying out the IV-D program pursuant to Chapter 231 of the Texas Family Code and Title IV, Part D, of the Social Security Act of 1935, as amended; (2) providing services to OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. Notwithstanding anything to the contrary in this Contract, OAG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the OAG's or County's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines.

10.1.2. Civil Rights. County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor". County shall ensure that all subcontracts comply with the above referenced provisions.

10.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts. County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency.

The certification requirement of this provision shall be included in all subcontracts.

10.1.4. Records Retention. County shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in this Contract. County shall retain all such records for a period of three years after the expiration of the term of this Contract, or until OAG or the United States are satisfied that all audit and litigation matters are resolved, whichever period is longer. County shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

10.1.5. Environmental Protection. County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

10.1.6. Lobbying Disclosure. County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. Upon execution of this Contract, County must sign the Certification Regarding Lobbying attached as Attachment G and return it to OAG along with the executed copy of this Contract. This certification certifies that County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. §1352. It also certifies that County will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

10.1.7. Certification Concerning Dealings with Public Servants. County, by signing the Agreement, certifies that it has not given nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this transaction.

10.2. GENERAL RESPONSIBILITIES.

10.2.1. Independent Contractor. It is expressly understood and agreed by the parties hereto that County is an independent contractor that shall have exclusive responsibility for any and all claims, demands, causes of action of every kind and character which may be asserted by any third party occurring from, in any way incident to, arising out of or in connection with the activities to be performed by County hereunder. It is further expressly understood and agreed that any County personnel employed or retained to carry out the terms of this Contract are deemed to be employees and/ or agents of County for purposes of retirement benefits, health insurance, all types of leave and any and all other purposes.

10.2.2. No Implied Authority. Any authority delegated to County by OAG is limited to the terms of this Contract. County shall not rely upon implied authority and specifically is not delegated authority under this Contract to:

- (1) Make public policy;
- (2) Promulgate, amend, or disregard OAG Child Support program policy; or
- (3) Unilaterally communicate or negotiate, on behalf of the OAG, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, County is required to cooperate fully with OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

10.2.3. Force Majeure. OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

County shall not be liable to OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of County, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the preceding paragraph, County will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and County continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. County shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

10.2.4. News Releases. News releases, advertisements, publications, declarations and any other pronouncements by County pertaining to this transaction and using any means or media mentioning this transaction must be approved in writing by OAG prior to public dissemination.

10.3. OFFSHORING. All work to be performed under this Contract shall be performed within the United States and its territories.

10.4. RIGHT OF REMOVAL. OAG expects all services under this Contract to be competently and professionally performed. County and County's subcontractor personnel and agents shall comply with all OAG policy, procedures and requirements relating to standards of conduct and shall be courteous and professional in all communications during their performance of the requirements of this Contract. Any actions deemed incompetent or unprofessional must be remedied to the satisfaction of the OAG Contract Manager. OAG reserves the right, in its sole discretion, to require the immediate removal from the performance of services under this Contract and replacement of any County and/or County subcontractor personnel and agents deemed by OAG to be discourteous, unprofessional, incompetent, careless, unsuitable or otherwise objectionable. Any replacement personnel assigned by County to perform services under this Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

10.5. Background Reviews.

10.5.1. By entering into this contract, County certifies that it will perform a background review, to include criminal history record information, of all County Agents before allowing a County Agent to provide services to OAG or to have access to OAG Data (hereinafter referred to as "contract associated service") and that such background review shall not occur any earlier than six months prior to County Agent performing any such services. County may request OAG to perform such reviews. In such instances County shall provide OAG with County Agent's: name (including any other names used); day time phone number; date of birth; driver license number; social security number and any criminal offense convictions. OAG shall perform the reviews at its own expense. The term County Agent as used in this "Background Reviews" provision means: all persons who perform contract associated services on County's behalf including County's officials, employees, agents, consultants, subcontractors and representatives performing contract associated services. **No County Agent who has been convicted of a felony for crimes involving violence, sexual offenses, theft or fraud or is a registered sex offender may perform any contract associated service.**

10.5.2. The Child Support Division of the Office of the Texas Attorney General is the Title IV-D agency for the State of Texas. Pursuant to Texas Government Code Section 411.127 the Child Support Division has the right to obtain criminal history record information that relates to an entity who proposes to enter into a contract with or that has a contract with the Child Support Division. OAG shall have the right under this contract to perform initial and periodic detailed background reviews, to include a criminal history records check, on any of County's Agents that are assigned to provide services to OAG or are authorized to access, or are requesting to access, OAG Data. Upon request, and to assist OAG in performing background reviews and criminal records checks, County shall provide identifying data and any required consent and authorization to perform such reviews and checks. OAG is prohibited from revealing the results of any criminal history records check to County.

10.5.3. Within ten (10) business days after County signing the contract County (unless directed otherwise in Controlled Correspondence) shall provide OAG with a list of all County Agents who will be performing contract associated service. The list shall contain the following information:

- Name (including any other names used);
- Day-time phone number;
- Responsibilities under the Contract;
- Date of Birth;
- Driver License Number;
- Social Security number; and,
- Criminal Offense convictions, if any.

10.5.4. County shall provide an updated list to OAG whenever a new County Agent is assigned to perform any contract associated service. County shall notify OAG whenever a County Agent is to assume a new responsibility with regard to the performance of contract associated service.

10.5.5. No County Agent shall commence performance of contract associated service or assume new responsibilities regarding contract associated service until OAG, by Controlled Correspondence, consents to such County Agent performing such service or new responsibilities. This prohibition pertains to performance of contract associated service and is not intended to preclude County from continuing to engage County Agent's services for non-contract associated service.

10.5.6. County must require all County Agents to notify County of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first business day following an arrest. Within one business day after such notification, County in turn shall notify OAG of such arrest. County must also require any County Agent who has been arrested to provide an official offense report to County as soon as possible but no later than 30 calendar days after the date of the arrest. Within one business day after receipt County in turn shall provide OAG with a copy of such offense report.

10.6. NON-WAIVER OF RIGHTS. Failure of a party to require performance by another party under this Contract will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

10.7. NO WAIVER OF SOVEREIGN IMMUNITY. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY OAG, THE STATE OF TEXAS OR COUNTY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT OAG, THE STATE OF TEXAS OR COUNTY MAY HAVE BY OPERATION OF LAW.

10.8. SEVERABILITY. If any provision of this contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

10.9. APPLICABLE LAW AND VENUE. County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. County also agrees that the exclusive venue and jurisdiction of any legal action or suit brought by County concerning this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. OAG agrees that any legal action or suit brought by OAG concerning this Contract shall be brought in a court of competent jurisdiction in Jefferson County.

10.10. ENTIRE AGREEMENT. This instrument constitutes the entire Contract between the parties hereto, and all oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein.

10.11. ORIGINALS AND COUNTERPARTS. This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.12. ATTACHMENTS.

- 10.12.1. Attachment A: OAG Procedures For Changes to Case Information
- 10.12.2. Attachment B: Record of Support, Form 1828
- 10.12.3. Attachment C: IRS Publication 1075 (Rev.12-2013)
- 10.12.4. Attachment D: Certificate of Destruction for Counties and Vendors
- 10.12.5. Attachment E: County's Incident Response Plan
- 10.12.6. Attachment F: Security Incident Report
- 10.12.7. Attachment G: Certification Regarding Lobbying

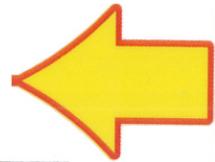
THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL

JEFFERSON COUNTY

Charles Smith
Deputy for Child Support (IV-D Director)

The Honorable Jeff Branick
County Judge, Jefferson County



**OAG Procedures
For
Changes to Case Information**

County shall adhere to the OAG Procedures when a request is received for member and/or case information.

Identifying Walk-In or Caller

Before updating member and/or case information, such as home address, phone number, etc., verify the caller or walk-in's identity. Ask the person for the following identifiers:

- Name
- Case Identification Number (CIN)
- Social Security Number (if CIN unavailable)
- Date of Birth
- Home address

Unidentifiable Walk-In or Caller

If there is any doubt about the caller's identity after these identifiers have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller/walk-in to take one of the following actions in order to have the member/case information updated on OAG Case Management System:

Provide proof of identity via Mail, Fax or Email

Provide proof of identity by providing the supporting documents:

- A copy of a valid photo ID (i.e. driver's license)

Provide a scanned copy of the information to be updated:

- Bill with home address (i.e. utility bill)
- SSN card
- DOB
- Name change – photo ID with new name



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

Record of Support

ATTACHMENT B

This form is used by counties to provide the record of support data needed by the state case registry as required by the Texas Family Code § 105.008. (Counties may use the TXCSES Web Portal to provide this information in lieu of completing this form.) Send the completed form to the State Case Registry/County Contact Team by fax 877-924-6872 or mail to TxCS DU, P.O. Box 659400, San Antonio, TX 78265.

Order Information:

County Name: _____ AG Case Number: _____
Court Number: _____ Order Type: New Order Modified Order
Cause Number: _____ Payment location: SDU County Other _____
Order Sign Date: _____ Date of Hearing: _____

Obligee/Custodial Parent Information: Family Violence Protection (FV) (Check if individual is a victim of family violence)
Name: _____ Employer Name: _____
Address: _____ Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Social Security Number: _____ Phone: (H) _____ (W) _____
Date of Birth: ____/____/____ Sex: Male Female Relationship to Child(ren): _____
Drivers License Number: _____

Obligor/Non-Custodial Parent Information: Family Violence Protection (FV) (Check if individual is a victim of family violence)
Name: _____ Employer Name: _____
Address: _____ Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Social Security Number: _____ Phone: (H) _____ (W) _____
Date of Birth: ____/____/____ Sex: Male Female Relationship to Child(ren): _____
Drivers License Number: _____

Dependent Information:

Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female
Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female
Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female
Name: _____ Family Violence Protection (FV) (Check if individual is a victim of family violence)
Social Security Number: _____ Date of Birth: ____/____/____ Sex: Male Female

Attach additional forms if there are more children for this cause

| Obligee Attorney | Phone | Obligor Attorney | Phone |
|------------------|-------|------------------|-------|
| | | | |

Form prepared by: _____ Phone: _____ Date: _____

ATTACHMENT C
IRS Publication 1075 (Rev. 12-2013)

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's responsible employees
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns or return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this

ATTACHMENT C
IRS Publication 1075 (Rev. 12-2013)

contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRCs 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure* and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

ATTACHMENT D

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

| Contact Name | Title | Company Name and Address | Phone |
|--------------|-------|--------------------------|-------|
| | | | |

You may attach an inventory of the media if needed for bulk media disposition or destruction.

| Media Type | | Media Title / Document Name | |
|--|-------------------------------------|-----------------------------|---------------|
| <input type="checkbox"/> HARD COPY | <input type="checkbox"/> ELECTRONIC | | |
| Media Description (Paper, Microfilm, Computer Media, Tapes, etc.) | | | |
| Dates of Records | | | |
| Document / Record Tracking Number | OAG Item Number | Make / Model | Serial Number |
| | | | |

| | | | | | |
|-------------------|----------------------------------|----------------|--------------------------|---------------|--------------------------|
| Item Sanitization | <input type="checkbox"/> CLEAR | Who Completed? | <input type="checkbox"/> | Who Verified? | <input type="checkbox"/> |
| | <input type="checkbox"/> PURGE | Phone | | Phone | |
| | <input type="checkbox"/> DESTROY | DATE Completed | | | |

Sanitization Method and/or Product Used →

| | | | | |
|----------------------------|--------------------------|-------------------|--------------------------|--------------------------|
| Final Disposition of Media | <input type="checkbox"/> | Reused Internally | <input type="checkbox"/> | Destruction / Disposal |
| | <input type="checkbox"/> | Reused Externally | <input type="checkbox"/> | Returned to Manufacturer |
| | <input type="checkbox"/> | Other: | | |

Comments:

If any OAG Data is **retained**, indicate the type of storage media, physical locations(s), and any planned destruction date.

Description of OAG Data Retained and Retention Requirements:

| | | |
|--|---------------------------|--|
| Proposed method of destruction for OAG approval: | Type of storage media? | |
| | Physical location? | |
| | Planned destruction date? | |

Within five (5) days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used.

Authorized approval has been received for the destruction of media identified above and has met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.

| | | | |
|-----------------------|------|----------------------------------|------|
| Records Destroyed by: | | Records Destruction Verified by: | |
| | | | |
| Signature | Date | Signature | Date |

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:

OAG: Child Support Division, Information Security Office, PO Box 12017, Austin, TX 78711-2017

Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

ATTACHMENT D

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information (FTI). These guidelines are also required for sensitive or confidential information that may include personally identifiable information (PII) or protected health information (PHI). NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy.** Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platen are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.
2. For media to be reused outside your organization or if leaving your organization for any reason, use the **PURGE** procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.
3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
4. For media that has been damaged (i.e. crashed drive) and can not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.
6. Send the signed Certificate of Destruction to:

OAG: Child Support Division
 Information Security Office
 PO Box 12017
 Austin, TX 78711-2017

FAX to: 512-460-6070

or send as an email attachment to:

Willie.Harvey@cs.oag.state.tx.us

| | | |
|-----------------------------------|--------------|---|
| Final Distribution of Certificate | Original to: | Willie Harvey, Information Security Officer 512-460-6764 |
| | Copy to: | 1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager |

Jefferson County Incident Response Plan

Adopted Date: _____

OVERVIEW

This Incident Response Plan is designed to provide general guidance to county staff, both technical and managerial, to:

- enable quick and efficient recovery in the event of security incidents which may threaten the confidentiality of OAG Data;
- respond in a systematic manner to incidents and carry out all necessary steps to handle an incident;
- prevent or minimize disruption of mission-critical services; and,
- minimize loss or theft of confidential data.

The plan identifies and describes the roles and responsibilities of the Incident Response Team and outlines steps to take upon discovery of unauthorized access to confidential data. The Incident Response Team is responsible for putting the Plan into action.

INCIDENT RESPONSE TEAM

The Incident Response Team is established to provide a quick, effective and orderly response to any threat to confidential data. The Team's mission is to prevent a serious loss of information assets or public confidence by providing an immediate, effective and skillful response to any unexpected event involving computer information systems, networks or databases. The Team is responsible for investigating suspected security incidents in a timely manner and reporting findings to management and the appropriate authorities.

ATTACHMENT E

INCIDENT RESPONSE TEAM ROLES AND RESPONSIBILITIES

| Position | Roles and Responsibilities |
|---|--|
| Chief Information Security Officer (CISO) | <ul style="list-style-type: none"> • Immediately report incident directly to OAG CISO and OAG Contract Manager • Determine nature and scope of the incident • Contact members of the Incident Response Team • Determine which Team members play an active role in the investigation • Escalate to executive management as appropriate • Contact other departments as appropriate • Monitor and report progress of investigation to OAG CISO • Ensure evidence gathering and preservation is appropriate • Prepare and provide a written summary of the incident and corrective action taken to OAG CISO |
| Information Technology Operations Center | <ul style="list-style-type: none"> • Central point of contact for all computer incidents • Notify CISO to activate Incident Response Team |
| Information Privacy Office | <ul style="list-style-type: none"> • Document the types of personal information that may have been breached • Provide guidance throughout the investigation on issues relating to privacy of customer and employee personal information • Assist in developing appropriate communication to impacted parties • Assess the need to change privacy policies, procedures and/or practices as a result of the breach |
| Network Architecture | <ul style="list-style-type: none"> • Analyze network traffic for signs of external attack • Run tracing tool and event loggers • Look for signs of firewall breach • Contact external internet service provider for assistance as appropriate • Take necessary action to block traffic from suspected intruder • Prepare Incident Containment Report, as appropriate, and forward to County CISO |
| Operating Systems Architecture | <ul style="list-style-type: none"> • Ensure all service packs and patches are current on mission-critical computers • Ensure backups are in place for all critical systems • Examine system logs of critical systems for unusual activity • Prepare Incident Containment Report, as appropriate, and forward to County CISO |
| Business Applications | <ul style="list-style-type: none"> • Monitor business applications and services for signs of attack • Review audit logs of mission-critical servers for signs of suspicious activity • Contact the Information Technology Operations Center with any information relating to a suspected breach • Collect pertinent information regarding the incident at the request of the CISO |
| Internal Auditing | <ul style="list-style-type: none"> • Review systems to ensure compliance with information security policy and controls • Perform appropriate audit test work to ensure mission-critical systems are current with service packs and patches • Report any system control gaps to management for corrective action • Prepare Incident Eradication Report and forward to County CISO |

ATTACHMENT E

INCIDENT CONTACT LIST

1.1. OAG Contact Information

| Position | Name | Phone Number | Email address |
|---|-----------------|--------------|--|
| OAG Chief of Information Security Officer | Willie Harvey | 512-936-1320 | willie.harvey@texasattorneygeneral.gov |
| OAG Contract Manager | Allen Broussard | 512-460-6373 | allen.broussard@texasattorneygeneral.gov |

1.2. County Contact Information

| Position | Name | Phone Number | Email address |
|--|-------------------|--------------|-------------------------------|
| Chief of Information Security Officer | Marcile Aunspaugh | 409-835-8687 | maunspaugh@co.jefferson.tx.us |
| County Contract Manager | Marcile Aunspaugh | 409-835-8687 | maunspaugh@co.jefferson.tx.us |
| Information Technology Operations Center | Paul Helegda | 409-835-8447 | helegda@co.jefferson.tx.us |
| Information Privacy Office | | | |
| Network Architecture | | | |
| Operating Systems Architecture | | | |
| Business Applications | | | |
| Internal Auditing | | | |



SECURITY INCIDENT REPORT For Contractors or Vendors

Willie Harvey, CISSP
 OAG-CS Information Security Officer
willie.harvey@texasattorneygeneral.gov
 Office (512) 460-6764
 Fax (512) 460-6850

**To immediately report an incident
please contact:**

Instructions: Each Contractor or business partner (Contractor) is required to provide timely reporting of security incidents to the Office of the Attorney General, Child Support Division (OAG-CS) Information Security Officer (ISO). Together, the Contractor and OAG-CS ISO will assess the significance and criticality of a security incident based on the business impact to affected resources and the current and potential effect of the incident (*e.g., loss of access to services, revenue, productivity, reputation; unauthorized disclosure of confidential or private information; loss of data or network integrity; or propagation to other networks*).

Depending on the criticality of the incident, it will not always be feasible to gather all the information prior to reporting to OAG-CS. In such cases, incident response teams should make an initial report and then continue to report information to the OAG-CS daily until the incident has been resolved and the OAG-CS ISO has closed the incident. All security incident reports provided to OAG-CS will be classified and handled as Confidential per *Chapter 2059.055 Texas Government Code (TGC)* and *Chapter 552.139 Texas Business and Commerce Code (TB&CC)*.

| 1. Contact Information | | | |
|---|------|-------|---------|
| Company Name: | | | |
| Full Name: | | | |
| Job Title: | | | |
| Division or office: | | | |
| Work phone: | | | |
| Mobile phone: | | | |
| E-mail address: | | | |
| Fax number: | | | |
| <i>Additional contact information: (e.g., subject matter experts; incident response team members)</i> | | | |
| Area of Specialty | Name | Email | Phone # |
| | | | |
| | | | |
| | | | |



SECURITY INCIDENT REPORT For Contractors or Vendors

| 2. Type of Incident <i>(Check all that apply)</i> | |
|---|---|
| <input type="checkbox"/> Account compromise <i>(e.g., lost password)</i> <input type="checkbox"/> Denial of service <i>(including distributed)</i> <input type="checkbox"/> Malicious code <i>(e.g., virus, worm, Trojan)</i> <input type="checkbox"/> Misuse of systems <i>(e.g., acceptable use)</i> <input type="checkbox"/> Reconnaissance <i>(e.g., scanning, probing)</i> | <input type="checkbox"/> Social engineering <i>(e.g., phishing, scams)</i> <input type="checkbox"/> Technical vulnerability <i>(e.g., 0-day attacks)</i> <input type="checkbox"/> Theft/loss of equipment/media/document <input type="checkbox"/> Unauthorized access <i>(e.g., systems, devices)</i> <input type="checkbox"/> Unknown/Other <i>(Please describe below)</i> |
| <p><i>Description of incident:</i></p> | |

| 3. Scope of Incident <i>(Check one)</i> | |
|---|--|
| <input type="checkbox"/> Critical <i>(e.g., affects public safety or Federal/State/Individual confidential or private information)</i> <input type="checkbox"/> High <i>(e.g., affects Contractor's entire network or critical business or mission systems)</i> <input type="checkbox"/> Medium <i>(e.g., affects Contractor's network infrastructure, servers, or admin accounts)</i> <input type="checkbox"/> Low <i>(e.g., affects Contractor's workstations or standard user accounts only)</i> <input type="checkbox"/> Unknown/Other <i>(Please describe below)</i> | |
| <p>Estimated number of systems affected: <i>(e.g., workstations, servers, mainframes, applications, switches, routers)</i></p> | |
| <p>Estimated number of users and/or customers affected:</p> | |
| <p>Third-parties involved or affected: <i>(e.g., vendors, contractors, partners)</i></p> | |
| <p><i>Additional scope information:</i></p> | |

| 4. Impact of Incident <i>(Check all that apply)</i> | |
|---|---|
| <input type="checkbox"/> Loss of access to services <input type="checkbox"/> Loss of productivity <input type="checkbox"/> Loss of revenue <input type="checkbox"/> Loss of reputation | <input type="checkbox"/> Propagation to other networks <input type="checkbox"/> Unauthorized disclosure of data/information <input type="checkbox"/> Unauthorized modification of data/information <input type="checkbox"/> Unknown/Other <i>(Please describe below)</i> |
| <p>Estimated total cost incurred: <i>(e.g., cost to contain incident, restore systems, notify data owners, notify customers, credit monitoring fees, fines)</i></p> | |



SECURITY INCIDENT REPORT For Contractors or Vendors

Additional impact information:

5. Sensitivity of Affected Data/Information *(Check all that apply)*

- | | |
|--|---|
| <input type="checkbox"/> Confidential/Sensitive/IRS data/info <input type="checkbox"/> Financial data/info <input type="checkbox"/> Non-sensitive data/info <input type="checkbox"/> Publicly available data/info | <input type="checkbox"/> Personally identifiable information (PII/PHI) <input type="checkbox"/> Intellectual property/copyrighted data/info <input type="checkbox"/> Critical infrastructure/Key resources <input type="checkbox"/> Unknown/Other <i>(Please describe below)</i> |
|--|---|

Quantity of data/information affected:
(e.g., file sizes, number of records)

Describe the data and/or information that may have been compromised:

6. Users and/or Customers Affected by Incident *(Provide as much detail as possible)*

| Number of affected Users | | Number of affected Customers | |
|---------------------------------|----------------|--|--|
| User Name | User Job Title | System access levels or rights of affected users: <i>(e.g., regular user, domain administrator, root)</i> | |
| | | | |

Additional User and/or Customer details:

7. Systems Affected by Incident *(Provide as much detail as possible)*

| | |
|---|--|
| Attack sources <i>(e.g., IP address, port):</i> | |
| Attack destinations <i>(e.g., IP address, port):</i> | |
| IP addresses of affected systems: | |
| Domain names of affected systems: | |
| Primary functions of affected systems: <i>(e.g., web server, domain controller)</i> | |
| Operating systems of affected systems: <i>(e.g., version, service pack, configuration)</i> | |
| Patch level of affected systems: <i>(e.g., latest patches loaded, hotfixes)</i> | |
| Security software loaded on affect systems: | |



SECURITY INCIDENT REPORT For Contractors or Vendors

| | |
|---|--|
| (e.g., anti-virus, anti-spyware, firewall, versions, date of latest definitions) | |
| Physical location of affected systems: (e.g., state, city, building, room, desk) | |
| Additional system details: | |

8. Remediation of Incident *(Provide as much detail as possible – include dates)*

| | |
|--|--|
| Actions taken by Contractor to identify affected resources: | |
| Actions taken by Contractor to contain & investigate incident: | |
| Actions taken by Contractor to remediate incident: | |
| Actions taken by Contractor to verify successful remediation: (e.g., perform vulnerability scan, code review, system tests) | |
| Actions planned by Contractor to prevent similar incidents: (provide timeline) | |
| Additional remediation details: | |

9. Timeline of Incident *(Provide as much detail as possible)*

| | |
|--|--|
| a. Date and time when Contractor first detected, discovered, or was notified about the incident: | |
| b. Date and time when the actual incident occurred: (estimation if exact date and time unknown) | |
| c. Date and time when the incident was contained, or when all affected systems or functions were restored: (use whichever date and time is later) | |
| d. Elapsed time between the incident and discovery: (e.g., difference between a. and b. above) | |
| e. Elapsed time between the discovery and restoration: (e.g., difference between a. and c. above) | |



SECURITY INCIDENT REPORT For Contractors or Vendors

| Detailed incident timeline: | | |
|------------------------------------|------|----------------------|
| Date | Time | Event/Action/Comment |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| 10. Miscellaneous / Lessons Learned <i>(Provide any other relevant information)</i> |
|--|
| |

| 11. List of Attachments <i>(Include the name and date of each attachment)</i> |
|--|
| |

Please submit the completed form, attachments and all updates to:

Willie Harvey, CISSP
 OAG-CS Information Security Officer
 Mail Code 033-1
 5500 E. Oltorf : P.O. Box 12017
 Austin, TX 78741 : Austin, TX 78711-2017
 Office (512) 460-6764
 Fax (512) 460-6850
willie.harvey@texasattorneygeneral.gov

***PLEASE NOTE:**

- All Security Incident Reporting Forms and accompanying documentation must be transmitted to OAG-CS in a safe and secure manner.
- Please encrypt all documents prior to transmission.
- Please contact the ISO via phone to coordinate your fax transmission or decryption password.

OAG will contact the **TIGTA** and the **IRS** immediately, but no later than 24-hours after the identification of a possible issue involving FTI. OAG should not wait to conduct an internal investigation to determine if FTI was involved. If FTI may have been involved, OAG must contact **TIGTA** and the **IRS** immediately. **TIGTA contact for Texas: 972-308-1400 (Dallas).**

If criminal action is suspected (e.g., violations of *Chapter 33, Penal Code, Computer Crimes, or Chapter 33A, Penal Code, Telecommunications Crimes*) the Contractor is also responsible for contacting the appropriate law enforcement and investigative authorities.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an office 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 sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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.

(Respondent Signature)

(Respondent Printed Name)

(Respondent Title)

(Date)

(Organization)

**AGENDA ITEM****September 8, 2014**

Receive and file executed Amendment to the Collective Bargaining Agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association.

Amendment to the collective bargaining agreement

BY AND BETWEEN

JEFFERSON COUNTY TEXAS

AND

THE JEFFERSON COUNTY SHERIFF'S ASSOCIATION

The parties to the collective bargaining agreement currently in effect between Jefferson County Texas and The Jefferson County Sheriff's Association amend the contract to incorporate the following:

ARTICLE 20

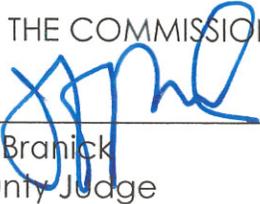
Section XI

Whenever there is an official emergency closure of all County operations, all approved essential employees (exempt or non-exempt) required to remain at work/report to work will be compensated at their regular rate of pay. In addition, they will receive premium/extraordinary pay at 1 / 2 times their hourly salary for the duration of the emergency closure for all documented time during which work is performed. All hours worked in excess of 40 hours per designated work week will be paid in accordance with FLSA guidelines. The maximum number of work hours which may be recorded for any work day is limited to 24 hours per day during the first 72 hours of the emergency closure and 18 hours per day thereafter. All hours must be documented in a format approved by the County Auditor.

This Amendment to the Agreement shall be effective from the date of ratification from both parties and shall remain in full force and effect until such time as it is superseded by a new contract between the parties or through September 30, 2017, whichever occurs earlier.

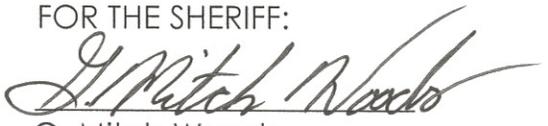
Executed in duplicate originals on this the 11th day of August, 2014.

FOR THE COMMISSIONER'S COURT:



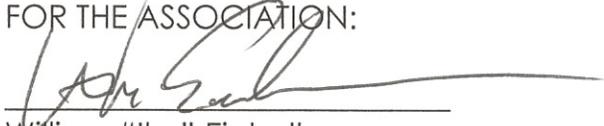
Jeff Branick
County Judge

FOR THE SHERIFF:



G. Mitch Woods
Sheriff

FOR THE ASSOCIATION:

A handwritten signature in black ink, appearing to read 'Ike Eichelberger', written over a horizontal line.

William "Ike" Eichelberger
President



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBOIS
SERVICES

CHIEF RON HOBBS
NARCOTICS

Date: September 2, 2014

To: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

From: G. Mitch Woods, Sheriff
Jefferson County Sheriff's Office

Re: 90 Days Extension – Aliceson Ritter, Dispatcher

Please place the following item on the Commissioners' Court agenda for Monday, September 8, 2014.

Please consider and possibly approve an additional 90 days medical leave without pay for Aliceson Ritter. Mrs. Ritter needs the extension due to the severity of her medical condition.

Regards,

G. Mitch Woods, Sheriff
Jefferson County Sheriff's Office



JEFFERSON COUNTY SHERIFF'S OFFICE

SHERIFF G. MITCH WOODS

CHIEF TIM SMITH
LAW ENFORCEMENT

CHIEF GEORGE MILLER
CORRECTIONS

CHIEF MARK DUBOIS
SERVICES

CHIEF RON HOBBS
NARCOTICS

MEMORANDUM

DATE: August 5, 2014

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael Sinegal
Commissioner Everette Alfred

FROM: Mark Dubois, JCSO

RE: Auto Theft Task Force Grant Renewal FY2015

It is time again to renew our Auto Theft Task Force Grant for FY 2015. This is a continuation of a joint application with Law Enforcement Agencies from Beaumont, Jefferson County, Port Arthur, Orange County, Hardin County, and Jasper County. This cooperative effort has provided our region with a more efficient use of resources and based upon positive results from prior operations has shown a demonstrated decrease in the number of reported auto thefts.

The task force continues to be an effective tool against auto theft in our region.

If participation is approved, please authorize the County Judge to execute attached interlocal agreement and contract for the operation of the Southeast Texas Auto Theft Task Force. Should you need further information, please call.

Chief Mark Dubois



THE SOUTHEAST TEXAS AUTO THEFT TASK FORCE

*Beaumont Police Port Arthur Police Jefferson County Sheriff
Hardin County Sheriff*



July 29, 2014

Honorable Jeff Branick
County Judge, Jefferson County
1149 Pearl St.
Beaumont, TX 77701

Your Honor:

Enclosed for your consideration is the proposed Interlocal Agreement required by the Texas Automobile Burglary and Theft Prevention Authority for the 2015 grant funding the Southeast Texas Auto Theft Task Force. I have placed the pages requiring your signature on top for your convenience. You will notice that I have included two of each of these pages. If you would sign all copies, I would greatly appreciate it. I would like to have two copies with original signatures as one has to go to Austin. I have also taken out the signature pages for other jurisdictions (pages 7, 9-11) to avoid confusion.

Once the document has been signed, please contact me and I will pick it up. As always, we appreciate your continued support. If you have any questions, please feel free to call my office at (409) 654-3600. Once all signatures have been collected, a complete copy of the agreement will be provided for you.

Thank you,

Lt. Chris Schuldt
Project Director
Southeast Texas Auto Theft Task Force

2430 West Cardinal Drive, Suite C, Beaumont, Texas 77705
Office: (409) 842-6341 Fax: (409) 842-2835
www.watchyourcars.com

EXECUTED by Jefferson County this _____ day of _____, 2014.

JEFFERSON COUNTY, TEXAS

By: _____
Jeff Branick, County Judge



Cooperative Working Agreement

This is to certify that the objectives of the Southeast Texas Auto Theft Task Force grant application for fiscal year 2015 funding by the Automobile Burglary and Theft Prevention Authority have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in that application.

Additionally, Jefferson County is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

Signed: _____

Kyle Hayes, City Manager
City of Beaumont

Date: _____

Signed: _____

Jeff Branick, County Judge
Jefferson County

Date: _____



EXECUTED by Jefferson County this _____ day of _____, 2014.

JEFFERSON COUNTY, TEXAS



By: _____
Jeff Branick, County Judge

Cooperative Working Agreement

This is to certify that the objectives of the Southeast Texas Auto Theft Task Force grant application for fiscal year 2015 funding by the Automobile Burglary and Theft Prevention Authority have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in that application.

Additionally, Jefferson County is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

Signed: _____

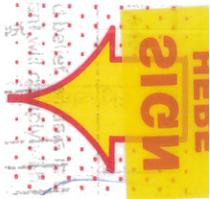
Kyle Hayes, City Manager
City of Beaumont

Date: _____

Signed: _____

Jeff Branick, County Judge
Jefferson County

Date: _____



INTERLOCAL CONTRACT

SOUTHEAST TEXAS AUTO THEFT TASK FORCE

STATE OF TEXAS §
COUNTY OF JEFFERSON §

This Interlocal Contract, ("**Contract**") is entered into between the City of Beaumont, a municipal corporation situated in Jefferson County, Texas, ("**Beaumont**"), the City of Port Arthur, a municipal corporation situated in Jefferson County, Texas ("**Port Arthur**") , Jefferson County, a political subdivision of the State of Texas ("**Jefferson County**") , Hardin County, a political subdivision of the State of Texas ("**Hardin County**"), Jasper County, a political subdivision of the State of Texas ("**Jasper County**"), and Orange County, a political subdivision of the State of Texas ("**Orange County**") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. Sec. 791.001 - 791.027 (Vernon 1997).

WITNESSETH

Whereas, Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County, and Orange County, collectively herein after referred to as "**Parties**", seek to contract or agree with each other to perform certain governmental functions and services in a joint cooperative agency which is known as the Southeast Texas Auto Theft Task Force ("**Task Force**"); and

Whereas, the Parties are each independently authorized, pursuant to Tex. Gov't. Code Ann. Sec. 791.001 to enter into a joint contract to provide a governmental function or service which each party to the Contract is authorized to perform individually; and

Whereas, the Parties wish to file a joint application for grant funding (FY2015) with the Automobile Burglary and Theft Prevention Authority of the State of Texas ("**Authority**") in the amount of \$564,338.00; and

Whereas, the **Parties** believe it to be in the best interest of the **Parties** to continue the operation of the **Task Force** based upon positive results of prior operations of the **Task Force** which include, but are not limited to, demonstrated decreases in the number of reported auto thefts; and

Whereas, there are approximately 406,752 registered motor vehicles in Jefferson, Hardin, Jasper, and Orange Counties combined; and

Whereas, since the inception of the **Task Force** in 1993 officers in the **Task Force** have made approximately 2,189 arrests, filed approximately 4,057 auto related criminal cases with prosecuting authorities, recovered more than 41,785 vehicles valued at an estimated \$46,155,150 along with other property estimated at \$5,228,394; and

Whereas, the **Parties** have agreed to provide \$ 569,906 in funding (personnel services, equipment, vehicle supplies, salaries, benefits, and insurance) to be used to match the funding sought from the **Authority**; and

Whereas, the **Parties** believe that it is in their mutual interest to enter into this **Contract** to carry-out operations of the **Task Force**; and

Whereas, the **Parties** agree to abide by all pertinent federal, state and local laws and regulations;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I.

- 1.01 The purpose of this **Contract** is to continue the operation of the **Task Force** pursuant to a joint application filed with the **Authority** for FY 2015 grant funding of the **Task Force**. (See Exhibit "A" which is attached hereto and incorporated herein.)
- 1.02 The **Parties** to this **Contract** hereby mutually agree to cooperate to whatever extent is

necessary to carry out the work plan set forth in the grant application.

ARTICLE II.

- 2.01 The term of this **Contract** shall be for a period of one (1) year from and after the date of August 31, 2014 subject to other termination rights of the **Parties** as established in this document.

ARTICLE III.

- 3.01 As a condition and part of this **Contract**, the **Parties** agree to contribute a total of \$569,906 in match funding for operation of the **Task Force** in the following amounts:

| | |
|----------------------------------|------------|
| Match by the City of Beaumont | \$ 485,456 |
| Match by the City of Port Arthur | \$ 33,850 |
| Match by Jefferson County | \$ 26,552 |
| Match by Hardin County | \$ 24,048 |
| Match by Jasper County | -0- |
| Match by Orange County | -0- |

ARTICLE IV.

- 4.01 The expenditure of funds, including the anticipated receipt of \$564,338.00 from the **Authority** is set out in Exhibit "B" which is attached hereto and incorporated herein.

ARTICLE V.

5.01 **Beaumont** is designated as the primary agency ("**GRANTEE**") for purposes of this **Contract** and for purposes of receipt and disbursement of all funds received from the **Authority**. **Beaumont** shall designate an officer of the Beaumont Police Department to serve as the coordinator for the **Task Force** who shall be authorized to establish rules, regulations, directives, etc. for operation of the **Task Force** and the administration of funding for the **Task Force**.

ARTICLE VI.

6.01 Upon termination of this **Contract**, right, title and ownership of non-expendable property acquired pursuant to this **Contract** will revert to the individual party for which it was acquired, subject to the statutes of the State of Texas and approval of the **Authority**.

ARTICLE VII.

7.01 **Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County, and Orange County** as political subdivisions, are governed by the Texas Tort Claims Act, Chapter 101.001 et seq., Civil Practice and Remedies Code. **Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County and Orange County** warrant and represent to each other that they are self-insured or commercially insured for all claims falling within the Texas Tort Claims Act.

7.02 Each party to this **Contract** agrees that it shall have no liability whatsoever for acts or omissions of an individual employed by another party regardless of where the individuals' actions occurred. Each party is solely responsible for the action and/or omissions of its employees and officers.

ARTICLE VIII.

- 8.01 The **Parties** certify that the **Task Force** is a program which meets all the requirements of the **Authority** program, that the information set forth in this **Contract** is correct, and that the **Parties** will comply with the appropriate provisions of the **Authority**.
- 8.02 The **Parties** assure and certify that they will comply with the regulations, policies, guidelines, and requirements set forth in the "assurances" section of the 2014 Grant Application and the Administrative Guide issued by the **Authority** pursuant to the acceptance and use of any federal funds. If any of the provisions of the "assurances" are applicable pursuant to statutes of the State of Texas, the **Parties** will comply with those pertinent parts.
- 8.03 The **Parties** assure and certify to the **Authority** that they are in compliance with Subtitle A, Title II of the Americans with Disabilities Act (A.D.A.), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation 28 C.F.R., Part 35.
- 8.04 Attached as Exhibit "C" is a digest representing the Authority's approved budget summary for grant 2015-T01-City of-00014. The Parties agree that they shall be responsible for determining, prior to expenditure of funds, that:
1. Salaries are in accordance with local policy of participating agencies.
 2. Personnel are classified in accordance with the needed qualification for the position.
 3. Fringe benefits are in accordance with local policy of the participating agencies.
 4. Travel policy is in accordance with the travel policy of the City of Beaumont.

ARTICLE IX.

- 9.01 This **Contract** may only be amended by mutual agreement of the **Parties** hereto in writing and any amendments shall be attached to and incorporated into this **Contract**.

ARTICLE X.

- 10.1 In case any one or more of the provisions contained in this **Contract** shall be held to be invalid, illegal or unenforceable in any aspect, such invalidity, illegality or unenforceability shall not affect any other provision of the **Contract**, and this **Contract** shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XI.

- 11.01 This **Contract** supersedes any and all other agreements, either oral or in writing, between the **Parties** hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

EXHIBIT A

Automobile Burglary & Theft Prevention Authority

Application for State Assistance

1. **Applicant Information**
 - a. **Legal Name:** City of Beaumont
 - b. **Address**

Street or P.O. Box: P.O. Box 3827 **City:** Beaumont

County: Jefferson **State:** Texas **Zip Code:** 77704
 - c. **Organizational Unit:** Beaumont Police Department
 - d. **Contact Person:** Lt. Chris Schuldt
Telephone Number: (409) 654-3600
2. **State Payee ID Number:** 740002789
3. **Type of Applicant** Municipal
If "Other", please specify:
4. **Type of Application:**

New Continuation Revision

If Revision, check appropriate box(es).

Increase Award Decrease Award Other (specify)

Increase Duration Decrease Duration

If "Other", please specify:
5. **Title of Project:** Southeast Texas Auto Theft Task Force
6. **Areas of Project Activities (Cities, Counties, States, etc.):** Jefferson, Orange, Hardin and Jasper Counties
Select a County: Hardin County
Jasper County
Jefferson County
Orange County
7. **Proposed Project:** **Start Date:** 9/1/2014 **Ending Date:** 8/31/2015
8. Is application subject to review by state executive order 12372 process?
YES, this application was made available to the Texas Review and Comment System (TRACS) for review on
Program is not covered by E. O. 12372
Program has not been selected by state for review
 NO
9. **Funding Summary:**
Total State Grant Funds Requested (ABPTA) \$660,286

Automobile Burglary & Theft Prevention Authority

Application for State Assistance

Item 1.

Does this assistance request require state, local, regional, or other priority rating?

Yes No

If "Yes" please complete

Name of Governing Body:

Priority Rating:

Item 2.

Does this assistance require state, or local advisory, education, or health clearance?

Yes No

If "Yes" please complete

Name of Agency or Board:

Item 3.

Does this assistance request require state, local, regional, or other planning approval?

Yes No

If "Yes" please complete

Name of Approving Agency:

A.B.T.P.A.

Item 4.

Will the assistance requested serve a federal installation?

Yes No

If "Yes" please complete

Name of Federal Installation:

Federal Population Benefiting from Project:

Item 5.

Will the assistance requested have an impact on the environment?

Yes No

Item 6.

Will the assistance requested cause the displacement of individuals, families, businesses or farms?

Yes No

If "Yes" please complete

Number of Individuals:

Families:

Businesses:

Farms:

Item 7.

Is there other related assistance on this project (previous, pending, or anticipated)?

Yes No

If "Yes" Explain:

Automobile Burglary & Theft Prevention Authority

Organization: City of Beaumont

2015-T01-City of -00014

Budget Summary

| Budget Categories | | ABTPA Funds | Cash Match | In-Kind Match | Total |
|----------------------------|----------------------------------|------------------|------------------|------------------|--------------------|
| A | Personnel (Salaries/Overtime) | \$450,601 | \$5,112 | \$213,722 | \$669,435 |
| A | Personnel (Fringe Benefits) | \$55,688 | \$121,726 | \$84,025 | \$261,439 |
| B | Contractual | \$0 | \$0 | \$0 | \$0 |
| C | Travel | \$10,796 | \$0 | \$0 | \$10,796 |
| D | Equipment | \$50,600 | \$12,000 | \$0 | \$62,600 |
| E | Supplies & Direct Operating Exp. | \$92,601 | \$52,656 | \$13,657 | \$158,914 |
| F | Indirect Costs | \$0 | \$0 | \$0 | \$0 |
| Totals (Sum of 7-8) | | \$660,286 | \$191,494 | \$311,404 | \$1,163,184 |

| Source of Match | Amount |
|------------------------------|------------------|
| Beaumont Police | \$139,237 |
| Port Arthur Police | \$18,264 |
| Jefferson County S.O. | \$19,945 |
| Source of Match Total | \$191,494 |

| Program Income | Amount |
|----------------|--------|
| | |

| Schedule | In Kind Match | Amount |
|----------------------------|-----------------|------------------|
| A | Beaumont Police | \$297,747 |
| B | | \$0 |
| C | | \$0 |
| D | | \$0 |
| E | Beaumont Police | \$13,657 |
| In Kind Match Total | | \$311,404 |

Automobile Burglary & Theft Prevention Authority

Organization: City of Beaumont

2015-T01-City of -00014

Personnel

| Title or Position | % of Salary | ABTPA Funds | Cash Match | In-Kind | Total |
|------------------------------------|--------------------|--------------------|-------------------|------------------|------------------|
| Project Director | 98.8% | \$90,345 | \$1,104 | \$0 | \$91,449 |
| Task Force Supervisor | 0% | \$0 | \$0 | \$79,237 | \$79,237 |
| Crime Prevention Officer | 98.5% | \$74,100 | \$1,104 | \$0 | \$75,204 |
| Inspections Officer | 98.3% | \$65,792 | \$1,104 | \$0 | \$66,896 |
| Beaumont Police Investigator | 0% | \$0 | \$0 | \$65,372 | \$65,372 |
| Beaumont Police Investigator | 0% | \$0 | \$0 | \$69,113 | \$69,113 |
| Port Arthur Police Investigator | 97.5% | \$70,395 | \$1,800 | \$0 | \$72,195 |
| Hardin County S.O. Investigator | 100% | \$76,571 | \$0 | \$0 | \$76,571 |
| Jefferson County S.O. Investigator | 100% | \$58,734 | \$0 | \$0 | \$58,734 |
| | % | | | | \$0 |
| | % | | | | \$0 |
| | % | | | | \$0 |
| Total Direct Salaries | | \$435,937 | \$5,112 | \$213,722 | \$654,771 |
| Total Requested Amounts | | | | | |

Narrative

Project Director: The Director will supervise all operations of the Task Force, oversee fiscal matters relating to the grant, be responsible for the preparation and submittal of all reports required, and insure the proper filing of documentation regarding efforts to meet stated goals. The Project Director will report to a board of directors comprised of the department heads for each of the agencies contributing personnel to the Task Force. The position will be funded with ABTPA funds equaling 98.8%. Clothing allowance, clothing maintenance and all fringe benefits will be cash matched. The Project Director will spend 100% of work hours on auto crime/grant related activities.

Task Force Supervisor: The Supervisor will be responsible for supervising the operations of the Task Force as directed by the Project Director, analyze and disseminate information as trends develop in order to direct efforts of personnel, review reports and make appropriate case assignments, oversee special projects relating to enforcement and covert operations and perform other duties consistent with those listed for the investigators pertaining to case investigation. The Supervisor will hold the rank of Sergeant with the Beaumont Police Department. The salary and benefits for this position are shown as an in-kind match and are based on actual figures.

Crime Prevention Officer: This officer will prepare and maintain ABTPA Public Awareness Activity Sheets, develop and present crime prevention and awareness programs, conduct media interviews related to Task Force accomplishments and programs, assist Task Force investigators on criminal investigations and covert operations, maintain all surveillance equipment and assist with its use during investigations and covert operations, and conduct follow-up investigations as assigned by the Supervisor or Project Director.

Personnel

This position will be funded with ABTPA funds, equaling 98.5%, with clothing allowance, clothing maintenance, and all fringe benefits cash matched. This investigator will spend 100% of the time on auto crime/grant related activities.

Inspections Officer: This officer will coordinate the inspection of salvage dealers and repair shops within the scope of the Task Force's jurisdiction, monitor local auctions where insurance totaled vehicles are sold, coordinate covert sting operations as needed to identify salvage dealers and repair shop owners who are operating illegally, coordinate VTR-68A inspections for our office and conduct follow-up investigations as assigned by the Supervisor or Project Director. This position will be funded with ABTPA funds, equaling 98.3%, with clothing allowance, clothing maintenance, and all fringe benefits cash matched. This investigator will be devoted 100% of the time to auto crime/grant related activities.

Beaumont Police Investigator: This investigator will: conduct investigations on Beaumont Police Department auto related cases as assigned, prepare and present completed cases to the D.A., identify and develop suspects, make recommendations on special projects based on identifiable trends, forward information on suspects and trends to the Crime Prevention Officer, assist with special projects and operations when available and assist with inspections of salvage yards and repair shops as needed. This position's salary and benefits are shown as an in-kind match.

Beaumont Police Investigator: This investigator will conduct investigations on Beaumont Police Department auto related cases as assigned, prepare and present completed cases to the D.A., identify and develop suspects, make recommendations on special projects based on identifiable trends, forward information on suspects and trends to the Crime Prevention Officer, assist with special projects and operations when available and assist with inspections of salvage yards and repair shops as needed. This position's salary and benefits are shown as an in-kind match.

Port Arthur Police Investigator: This investigator will conduct investigations on Port Arthur Police Department auto related cases as assigned by that department, prepare and present completed cases to the D.A., identify and develop suspects, make recommendations on special projects based on identifiable trends, forward information on suspects and trends to the Crime Prevention Officer, assist with special projects and operations when available and assist with inspections of salvage yards and repair shops as needed. This position will be funded with ABTPA funds, equaling 97.5%. This investigator will be devoted 100% of the time to auto crime/grant related activities.

Hardin County S.O. Investigator: This investigator will: conduct investigations on Port Arthur Police Department auto related cases as assigned by that department, prepare and present completed cases to the D.A., identify and develop suspects, make recommendations on special projects based on identifiable trends, forward information on suspects and trends to the Crime Prevention Officer, assist with special projects and operations when available and assist with inspections of salvage yards and repair shops as needed. This position will be funded with ABTPA funds, equaling 100%. This investigator will be devoted 100% of the time to auto crime/grant related activities.

Jefferson County S.O. Investigator: This investigator will conduct investigations on Jefferson County auto related cases as assigned by that department, prepare and present completed cases to the D.A., identify and develop suspects, make recommendations on special projects based on identifiable trends, forward information on suspects and trends to the Crime Prevention Officer, assist with special projects and operations when available and assist with inspections of salvage yards and repair shops as needed. This

Personnel

position will be funded with ABTPA funds, equaling 100%. This investigator will be devoted 100% of the time to auto crime/grant related activities.

Automobile Burglary & Theft Prevention Authority

Organization: City of Beaumont

2015-T01-City of -00014

Fringe/Overtime

| Fringe Benefits | % or \$ Rate | ABTPA Funds | Cash Match | In-Kind | Total |
|------------------------|---------------------|--------------------|-------------------|----------------|-----------------|
| Overtime | 47 | \$14,664 | \$0 | \$0 | \$14,664 |
| Total Overtime | | \$14,664 | \$0 | \$0 | \$14,664 |

Narrative

In order to effectively combat auto related crimes it is often necessary for personnel to work more than their scheduled hours. With the restrictive overtime budgets of participating agencies, ensuring that investigators are able to give the highest quality service whenever it is needed is already difficult. Budgeted overtime would ease this burden and also allow for planned operations that would not otherwise be possible.

1. Funded overtime will be used:

- To conduct after hours surveillance on known criminals or suspected crime locations,
- To perform special operations after hours such as "stings", undercover, or bait vehicle activities,
- To complete limited follow-up on investigations that require after hours interviews or investigation
- To present a limited number of public awareness activities that take place outside normal hours of operation, and
- To respond to after hours call outs of investigators to assist with or conduct follow-up on auto crimes.

2. Need is based on an average of six hours per week for the entire task force. The average overtime rate of investigators is approximately \$47.00 per hour.

6 hours per week x 52 weeks = 312 hours

312 hours x \$47 = \$14,664

Note: Your Total ABTPA Funds for Fringe Benefits may only be a maximum of 25% of your Total ABTPA Direct Salaries.

| Fringe Benefits | % or \$ Rate | ABTPA Funds | Cash Match | In-Kind | Total |
|-------------------------------------|---------------------|--------------------|-------------------|-----------------|------------------|
| FICA | | \$15,308 | \$3,418 | \$1,918 | \$20,644 |
| Retirement | | \$0 | \$80,808 | \$44,607 | \$125,415 |
| Insurance | | \$32,193 | \$37,500 | \$37,500 | \$107,193 |
| Other (Explain) | | | | | |
| Workers Comp | | \$6,805 | \$0 | \$0 | \$6,805 |
| Other (Explain) | | | | | |
| Unemployment | | \$44 | \$0 | \$0 | \$44 |
| Other (Explain) | | | | | |
| Terminating Pay | | \$1,338 | \$0 | \$0 | \$1,338 |
| Total Fringe Benefits | | \$55,688 | \$121,726 | \$84,025 | \$261,439 |
| Total Fringe/Overtime Budget | | \$70,352 | \$121,726 | \$84,025 | \$276,103 |

Narrative

Fringe benefits include FICA, retirement withholdings, and health insurance for all four agencies represented by the Task Force, Workers Comp and TEC figures for Jefferson and Hardin Counties and the

Fringe/Overtime

City of Port Arthur, and Terminating Pay for the Port Arthur investigator. The City of Beaumont withholds FICA at a rate of 1.45% (except for Sgt. Karr who was hired before April 1, 1986 and has no funds withheld for FICA) while the other agencies withhold at 7.65%. Retirement withholdings are taken out at the following rates: City of Beaumont – 20.42%, Jefferson County – 17.6 %, City of Port Arthur – 13.9% and Hardin County – 10.6%. Health insurance is also set by each agency. Worker’s Compensation, TEC and terminating pay are not associated with the total expense of Beaumont officers and only Port Arthur figures in for terminating pay (figured at 2%). Workers Comp and TEC are figured together for Jefferson County and the City of Port Arthur at 5% and 3.48% respectively. Hardin County figures Workers Comp at 1.74% and TEC at 0.08%.

Upload additional information:

Grant Staff Only:

Check to disable 25% match error check.

Automobile Burglary & Theft Prevention Authority

Organization: City of Beaumont

2015-T01-City of -00014

Professional and Contractual Services

| Description of Service | ABTPA Funds | Cash Match | In-Kind Match | Total |
|--|----------------|---------------|------------------|------------|
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| Total Professional & Contractual Services | \$0 | \$0 | \$0 | \$0 |

Briefly describe any anticipated contractual arrangement and work products expected.
 Describe basis for arriving at the cost of each line item.
 Professional services (such as consultants, trainers, counselors, evaluators, etc.)
 should be described by type of service, number of hours, rate per hour, and travel costs.
 No services of this nature are anticipated.

Upload additional information:

Travel

We are following our City / County Travel Policy

In-State Travel

| Purpose | Destination | ABTPA Funds | Cash Match | In-Kind Match | Total |
|--|--------------------|--------------------|-------------------|----------------------|-----------------|
| ABTPA Conference | Fort Worth, Texas | \$4,872 | \$0 | \$0 | \$4,872 |
| ABTPA Board Meeting | Austin, Texas | \$218 | \$0 | \$0 | \$218 |
| ABTPA Grant Workshop and Board Meeting | Austin, Texas | \$1,576 | \$0 | \$0 | \$1,576 |
| TAVTI Conference | San Marcus, Texas | \$4,130 | \$0 | \$0 | \$4,130 |
| | | \$0 | \$0 | \$0 | \$0 |
| | | \$0 | \$0 | \$0 | \$0 |
| | | \$0 | \$0 | \$0 | \$0 |
| | | \$0 | \$0 | \$0 | \$0 |
| | | \$0 | \$0 | \$0 | \$0 |
| | | \$0 | \$0 | \$0 | \$0 |
| In-State Travel Total | | \$10,796 | \$0 | \$0 | \$10,796 |

Out-of-State Travel

| Purpose | Destination | ABTPA Funds | Cash Match | In-Kind Match | Total |
|----------------------------------|--------------------|--------------------|-------------------|----------------------|--------------|
| | | \$0 | \$0 | \$0 | \$0 |
| | | \$0 | \$0 | \$0 | \$0 |
| | | \$0 | \$0 | \$0 | \$0 |
| Out-of-State Travel Total | | \$0 | \$0 | \$0 | \$0 |

| | | | | | |
|----------------------------|--|-----------------|------------|------------|-----------------|
| Total Travel Budget | | \$10,796 | \$0 | \$0 | \$10,796 |
|----------------------------|--|-----------------|------------|------------|-----------------|

Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify Purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and per diem.

The City Of Beaumont's Travel Policy provides for mileage expense of \$0.565 per mile for use of personal vehicles and variable maximum federal guideline per diem rates. The regular rate is \$46 and will be used unless otherwise noted. The per diem rate will be utilized for all Task Force members regardless of agency. Mileage expenses for personal vehicle use are not expected. Unless otherwise noted, hotel rates are figured based on \$109 per night, plus 15% tax – totaling (\$125.35) \$126 per night. This figure was used since it has been a common government rate that the ABTPA has secured in the past.

This year it is anticipated, that as in the past, one of the ABTPA Board Meetings will be held in conjunction with the TAVTI conference in San Marcus, Texas and another in conjunction with the annual ABTPA summit in Fort Worth. Attendance at the Board Meetings is vital to staying informed of new policies and initiatives. In addition to representing our Task Force and the ABTPA, attending the conference and summit will provide our investigators with updated training, as well as an opportunity to network with other regional vehicle crime investigators.

Travel

- ABTPA Conference, Board Meeting and Grant Review: Based on 7 people attending for six days and five nights – including travel time.

Hotel: $\$126 \times 5 \text{ nights} \times 4 \text{ rooms} = \$2,520$

Per Diem: $\$56/\text{day} \times 6 \text{ days} \times 7 = \$2,352$

Based on the rate of \$71.00 for the Fort Worth area.

Total: \$4,872

- ABTPA Board Meeting: Based on one person attending a Board Meeting and Grant Advisory Board Meeting or Border Solutions Meeting held in conjunction with it. Trip is figured as an overnight stay and given per diem covering lunch and dinner on the first day, and per diem covering breakfast and lunch on the return day which ends up being one day plus lunch.

Hotel: $\$126 \times 1 \text{ nights} = \126

Per Diem: $\$71/\text{day} + \$21/\text{lunch} = \$92$

Based on the rate of \$71.00 for the Austin area.

Total: \$218

- ABTPA Grant Application / Public Awareness workshop and Board Meeting: Based on three people attending the Workshop, two Task Force members and a representative from the Finance Office. Task force members will stay a third night to attend the Board Meeting the following day.

Hotel: $\$126 \times 3 \text{ nights} \times 2 = \756

$\$126 \times 2 \text{ nights} \times 1 = \252

Per Diem: $\$71/\text{day} \times 3 \text{ days} \times 2 = \426

$\$71/\text{day} \times 2 \text{ days} \times 1 = \142

Based on the rate of \$71.00 for the Austin area.

Total: \$1,576

- TAVTI conference and ABTPA Board Meeting in San Marcus, TX: Based on seven persons attending for five days and four nights – including travel time. Registration is addressed in Schedule E.

Hotel: $\$126 \times 5 \text{ nights} \times 4 = \$2,520$

Per Diem: $\$46/\text{day} \times 5 \text{ days} \times 7 = \$1,610$

Total: \$4,130

Grand Total: \$ 10,796

Upload additional information:

Equipment

| Equipment Name or Description and Quantity (Do not List Brand Names) | ABTPA Funds | Cash Match | In-Kind Match | Total |
|---|-----------------|-----------------|------------------|-----------------|
| 3/4 Ton Truck | \$27,660 | \$6,000 | | \$33,660 |
| 1/2 Ton Truck | \$22,940 | \$6,000 | | \$28,940 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| Total Equipment Purchases | \$50,600 | \$12,000 | \$0 | \$62,600 |

Briefly describe the use of equipment and the cost of each line item.

Vehicle – full size ¾ Ton 4-door 4X4 truck Cost: \$ 33,660

One full size ¾ Ton 4-door truck will be driven by investigator for surveillance and investigative purposes within the project area. The vehicle will also be used to tow heavier trailers seized or used by the Task Force and driven out of town for approved investigations, ABTPA events and approved training. As part of our vehicle rotation, this vehicle will replace a 2006 Ford, with approximately 130,000 miles, which will be sold at auction for program income. Program income will be used for the \$5,000 cash match on this new vehicle significantly deferring the cost of this new unit, and reducing our overall monthly cost to operate vehicles. Cost estimate is based on current State of Texas Term Contract and may be subject to increase on next model year vehicles. Any additional funds required for purchase will be provided through Program Income as an additional cash match.

Vehicle – full size 4-door 4X4 truck Cost: \$ 28,940

One full size 4-door 4X4 truck will be used similarly as the vehicle listed above. This vehicle will replace a 2007 Ford, with approximately 135,000 miles, which is currently assigned to the Hardin County Investigator and is regularly used in a more rural setting. That vehicle will be sold at auction for program income. Program income will be used for the \$5,500 cash match on this unit as with the vehicle listed above. Cost estimate is based on current State of Texas Term Contract and may be subject to increase on next model year vehicles. Any additional funds required for purchase will be provided through Program Income as an additional cash match.

Upload additional information:

Supplies and DOE

| Directly Charged Supplies and Other Operating Expenses | ABTPA Funds | Cash Match | In-Kind Match | Total |
|--|-----------------|-----------------|-----------------|------------------|
| Office Lease | \$52,650 | | | \$52,650 |
| Office and Field Supplies | \$4,500 | | | \$4,500 |
| Office Maintenance | \$3,425 | | | \$3,425 |
| Office Utilities | \$5,000 | | | \$5,000 |
| Office Phone Service | \$7,040 | | | \$7,040 |
| Public Awareness Advertising | \$9,000 | | | \$9,000 |
| Monitoring Fees | \$2,660 | | | \$2,660 |
| Cell Phone Service | \$6,180 | | | \$6,180 |
| Vehicle Insurance | \$1,046 | | | \$1,046 |
| Postage | \$50 | | | \$50 |
| Registration Fees - TAVTI Conference | \$1,050 | | | \$1,050 |
| Vehicle Lease | | | \$7,200 | \$7,200 |
| Fuel and Vehicle Maintenance | | \$51,656 | \$6,457 | \$58,113 |
| Confidential Funds | | \$1,000 | | \$1,000 |
| | | | | \$0 |
| Total Supplies and Direct Operating Expenses | \$92,601 | \$52,656 | \$13,657 | \$158,914 |

Briefly describe the basis for arriving at the cost of each line item and the use of each other item.

Office Lease Cost: \$52,650

Lease is for office space for investigators and warehouse space to house the Task Force's vehicle lift and storage of seized property. Price based on current payments of \$4,387.50 per month.

Office & Field Supplies Cost: \$4,500

These funds are used to purchase office supplies such as copy and photo paper, storage media, backup tapes, copier and fax toner and repair, ink cartridges, presentation / binding materials, etc. They also cover field supplies such as hand cleaner, paper towels, degreaser, paint, paint stripper, sanding material, acid restoration materials, disposable gloves, etc as well as expendable items such as flashlight batteries and task force work shirts. The cost is based on an estimate using current year expenditures.

Office Maintenance Cost: \$3,425

The cost of cleaning and maintaining the office and warehouse is based on the current price of \$250 per month plus \$425 to strip and wax the floors.

Office Utilities Cost: \$5,000

The cost is based upon the electricity and water bills over the last 12 months and the anticipated cost of providing these utilities to the additional warehouse space.

Office Phone Service Cost: \$ 7,040

Office phone service is made up of two charges. The first charge is for the cost of office phones. Office phone expense for the year is estimated at \$5,000. This amount is based on the phone bills for the last twelve months. The second cost is for a data line for communication with city and county computers. Cost for the data line has been a recurring charge of \$170 per month, for a yearly cost of \$2,040.

Public Awareness - Advertising Cost: \$9,000

Supplies and DOE

In order to increase public awareness the task force maintains one highway billboard sign. The sign is periodically moved to different locations within the project area providing the coverage area with a constant reminder to be wary of auto thieves and burglars. Depending on the location of its placement the sign generates an estimated 800,000 to 1.8 million impressions per month. The monthly cost of displaying the sign is \$500 per month. The task force also maintains a kiosk display at one of the area malls at a rate of \$250 per month. The kiosk features a static display of items associated with auto related crimes along with posters, signs and other material focused on prevention of these crimes. It also serves as a distribution point for pamphlets. The kiosk is estimated to create approximately 10,000 impressions a day based on Mall attendance.

Monitoring Fees Cost: \$2,660

Bait vehicle system monitoring fees include monthly GPRS communication (air time), which costs \$40 per month for 12 months equaling \$480 and call center monitoring at an annual rate of \$1,220. These costs are an estimated based on current charges for the same service. Additionally, the Task Force operates a camera system that can be used with or separately from the bait system. Charges for monthly air time are currently \$40 per month leading to a yearly total of \$480. A similar air time fee is paid for the use of our portable tracking device also at a rate of \$40 per month for a yearly total of \$480. These four monitoring fees total \$2,660.

Cellular Phone Service Cost: \$6,180

Service cost is based upon the current agency allowance prices for phones for each of the nine investigators. These average just over \$57 per month, per person.

Vehicle Insurance Cost: \$1,046

This is the unit cost paid by Hardin County for insurance on the vehicle driven by their investigator. Each of the other participating agencies is self insured and provides their own coverage.

Postage Cost: \$50

These funds are used to pay fees from the US Postal Service and other delivery services such as UPS for transmittal of documents and packages. Many of our required reports to ABTPA are time sensitive and occasionally have to be sent with priority delivery. The cost is estimated based on sending four mailings to ABTPA at \$7.12 each and one mailing with priority delivery at \$22 each – totaling \$50.00.

TAVTI Conference Registration Cost: \$1050

The registration fee for the annual Conference put on by the Texas Association of Auto Theft Investigators is \$150 per attendee. Total cost is based on seven officers attending.

Vehicle Lease Cost: \$7,200

The cost of vehicle lease is figured for one vehicle at \$600/month or \$7200/year based upon the estimate from a local dealer operating a statewide leasing program to law enforcement agencies. The Beaumont Police Department is currently providing one vehicle for investigators. Because the provision of this vehicle was previously budgeted by the Beaumont Police Department, it's cost is shown as an in-kind match.

Fuel, Oil, & Maintenance Cost: \$58,113

Fuel costs are estimated based on 18,000 miles per year, 14 miles per gallon x \$3.00 per gallon, totaling \$3,857 per vehicle per year. Oil changes and other maintenance costs are estimated at \$2,600 per vehicle per year for expendables such as tires, brakes, shocks, as well as other needed repairs. This amount is

Supplies and DOE

based on the current average yearly maintenance costs for the same vehicles. Adding the fuel and maintenance costs give an average cost per vehicle of \$6,457 per year x 9 vehicles, which totals \$58,113. The \$6,457 shown for one of the budgeted vehicles from the Beaumont Police Department is listed as an in-kind match, while the \$51,656 for the remaining eight vehicles used by the Task Force is shown as a cash match.

Confidential Funds Cost: \$1,000

This is the estimated amount needed for undercover purchases and operations. It is shown as a cash match and will be funded with Program Income funds.

Upload additional information:

Automobile Burglary & Theft Prevention Authority

Organization: City of Beaumont

2015-T01-City of -00014

Indirect Cost

| | ABTPA Funds | Cash Match | In-Kind Match | Total |
|-----------------------------|----------------|------------|------------------|------------|
| Indirect Costs | | | | \$0 |
| Total Indirect Costs | | | | \$0 |

Currently ABTPA does not fund indirect costs, except for the Council of Government agencies. Applicants may not use option (A) without having an official cost allocation plan developed in accordance with OMB Circular No. A-87. The amount may be entered as ABTPA funds or cash match for those applicants having such an approved plan.

N/A

Problem Statement & Historical Information

- a. Provide an assessment of the auto theft and burglary problem in the areas of coverage and existing activities that address the problem. Identify the target population and the geographical target area.

The Task Force provides a multi-agency effort to reduce auto related crimes within Jefferson, Orange, Hardin and Jasper Counties. The counties have a combined population of 432,103 with more than half of the residents living in Jefferson County. The Task Force is staffed with personnel from the Beaumont and Port Arthur Police Departments and the Jefferson and Hardin County Sherriff's Offices.

According to TxDOT there are 406,752 vehicles registered in the four counties in 2013. As with population, more than half were in Jefferson County which is primarily urban and suburban areas. Orange County accounts for more than one fifth of the total and is primarily suburban and rural in nature. Jasper and Hardin Counties split the remaining vehicles registered and are markedly more rural with most areas being heavily wooded.

The Task force has been actively combating auto thefts since it was formed. Through thorough investigation, development of suspects, crime prevention awareness and education along with the use of surveillance, covert patrol, bait vehicle operations and the inspection of salvage operations and repair shops Task Force personnel have done their best to impact auto related crimes.

Despite these efforts, auto related crimes continue to be a major problem with a significant economic impact. There were still over 800 vehicles stolen and more than 2500 vehicles burglarized in 2013 within the project area.

- b. Describe the extent to which this project will duplicate or overlap existing activities, and why that (if any) is necessary.

No other auto theft grant program operates within our coverage area. As such, this project will not duplicate any existing activities.

- c. Describe and document trends of the problem and the need that makes this grant necessary.

Despite a steady decline in auto thefts since 1993, the crime continues to have a significant impact on the local economy. A decreased sense of security and increased insurance premiums are two areas directly affected by auto crimes.

Unfortunately many stolen vehicles are not recovered; some are leaving the area; others are sold for scrap. Increased value of recycled metal has forced us to look more closely at the industry. With a large number of recyclers in the area, considerable time must be devoted to dealing with these businesses and coordinating with other law enforcement and regulatory agencies.

While fewer vehicles are stolen, the number taken with keys left in them seems to rise. Public awareness and education are the best tools to impact this problem and are the same tools

Problem Statement & Historical Information

used to combat auto burglaries. Our efforts to increase awareness and education must be sustained, fortified and improved.

Auto burglaries and thefts are still significant problems that require an organized response that is preemptive as well as responsive. By investigating reported crime, developing suspects, arresting and prosecuting offenders, together with innovative public awareness and education initiatives, creative bait and covert operations and tenacious attention to scrap yards, salvage operators and repair shops the Task Force can impact auto related crimes in a positive way.

- d. Using the spreadsheet below, provide accurate statistical data for problem in project area. (e.g. cite 3 years of UCR data) Please provide all data that is available for your agency or agencies:

| Vehicle Theft Data | Year 1 | Year 2 | Year 3 |
|---------------------------------------|---------------|---------------|---------------|
| | 2011 | 2012 | 2013 |
| Number of Stolen Vehicles | 827 | 848 | 804 |
| Number of Recovered Vehicles | 243 | 246 | 147 |
| Number of Arrests | 92 | 109 | 59 |
| Number of Auto Theft Training Classes | 0 | 1 | 1 |
| Number of (other) | | | |

| Theft from a Motor Vehicle Data | Year 1 | Year 2 | Year 3 |
|--|---------------|---------------|---------------|
| | 2011 | 2012 | 2013 |
| Number of Burglaries of a Vehicle | 3225 | 2376 | 2590 |
| Number of Recovered Items | 77 | 27 | 5 |
| Number of Arrests | 14 | 13 | 7 |
| Number of (other) | | | |
| Number of (other) | | | |

| Other Motor Vehicle Crimes | Year 1 | Year 2 | Year 3 |
|---|---------------|---------------|---------------|
| | 2011 | 2012 | 2013 |
| 68A Inspections | 240 | 174 | 808 |
| Salvage Inspections | 33 | 34 | 31 |
| Number of Stolen Vehicle Inquiries | 2868 | 2478 | 2980 |
| Number of (other) Repair Shop Inspections | 76 | 76 | 80 |

Proposed Objectives

a. Select the standard goal and describe the specific objectives of the project. Include any quantifiable data by which activities measure.

Auto Theft Goal

GOAL 1: REDUCE THE INCIDENT OF MOTOR VEHICLE THEFT.

- Objective 1: Initiate eighteen (18) special operations (also listed in Goals 2 and 5).
- Objective 2: Conduct thirty (30) inspections of salvage yards and enforce related laws.
- Objective 3: Conduct seventy-five (75) inspections of repair shops and enforce related laws.

Auto Burglary Goal

GOAL 2: REDUCE THE INCIDENT OF THEFT FROM A MOTOR VEHICLE.

- Objective 1: Initiate eighteen (18) special operations (also listed in Goals 1 and 5).
- Objective 2: Perform six (6) Report Card (Mock Citation) Initiatives (included in Goal 3).
- Objective 3: Participate in information sharing by coordinating with patrol, CID, or intelligence units of law enforcement agencies within coverage area weekly (52).

Public Awareness Goal

GOAL 3: PUBLIC AWARENESS METHODS USED TO EDUCATE THE CITIZENS OF TEXAS AND TRAINING OF QUALIFIED PERSONNEL IN THE DETECTION AND PREVENTION OF AUTO BURGLARY & THEFT.

- Objective 1: Offer one (1) eight hour training class for law enforcement officers and provide local agencies with the materials for roll call training sessions a minimum of four (4) times.
- Objective 2: Conduct twenty-six (26) media events including the monthly display of the Task Force billboard and web site as well as a minimum of two (2) press releases.
- Objective 3: Conduct twenty (20) public awareness events including presentations to various community groups, working public awareness events (also listed in Goals 7 and 8), participating in at least six Report Card Initiatives (also listed in Goal 2), displaying an informational kiosk and initiating mass mailings (also listed in Goal 6).

Grantee Goals

GOAL 4: HELP INCREASE THE RECOVERY RATE OF STOLEN MOTOR VEHICLES.

- Objective 1: Utilize the Task Force's license plate reader on a monthly (12) basis.
- Objective 2: Conduct 1500 vehicle inspections including 68-A inspections, those conducted while inspecting salvage yards and repair shops or through traffic stops or follow-up investigations (also listed in Goal 7).
- Objective 3: Conduct four (4) sweeps of locations such as commonly used for dumping stolen vehicles.

Grantee Goals

GOAL 5: THE NUMBER OF PERSONS ARRESTED FROM MOTOR VEHICLE THEFT.

- Objective 1: Initiate eighteen (18) special operations (also listed in Goals 1 and 2).
- Objective 2: Check the Task Force offender database quarterly (4) to ensure that it is being continually updated.
- Objective 3: Conduct two (2) "Warrant Roundups" for auto theft and auto burglary suspects.

Grantee Goals

GOAL 6: THE CLEARANCE RATE OF MOTOR VEHICLE THEFTS.

- Objective 1: Conduct twelve (12) reviews of uncleared cases ensure that proper follow-up was conducted and that all leads have been exhausted.
- Objective 2: Solicit new leads on inactive cases by contacting complainants via twelve (12) mass

Proposed Objectives

mailings (included in Goal 3).

- Objective 3: Participate in information sharing by coordinating with patrol, CID, or intelligence units of law enforcement agencies within coverage area weekly (52).

Grantee Goals

GOAL 7: PREVENT THE INCIDENT OF FRAUDULENT TITLES AND REGISTRATION OF STOLEN VEHICLES.

- Objective 1: Conduct 1500 vehicle inspections including 68-A inspections, those conducted while inspecting salvage yards and repair shops or through traffic stops or follow-up investigations (also listed in Goal 4).
- Objective 2: Maintain good working relationship with area Tx DMV/TxDOT personnel and meet with them at least four (4) times.
- Objective 3: Conduct twenty (20) public awareness events (included in Goals 3 and 8) including presentations to various community groups, working public awareness events, participating in at least two Report Card Initiatives, displaying an informational kiosk and initiating mass mailings (also listed in Goal 6).

Grantee Goals

GOAL 8: REDUCE THE INCIDENT OF AUTOMOBILE INSURANCE FRAUD.

- Objective 1: Conduct twenty (20) public awareness events (included in Goals 3 and 7) including presentations to various community groups, working public awareness events, participating in at least two Report Card Initiatives, displaying an informational kiosk and initiating mass mailings (also listed in Goal 6).
- Objective 2: Assist with identification of burned vehicles and/or collaborate with local arson investigators at least four (4) times.
- Objective 3: Include insurance fraud detection training and awareness in one (1) eight hour class for local law enforcement and two (2) public awareness presentations.

b. Describe how the project will impact the stated problem.

The project will impact the stated problem by providing specific activities aimed at the reduction and prevention of auto related crimes.

- Public awareness and crime prevention activities, including billboard advertising, are meant to educate the public about to how to prevent vehicle crimes. These efforts should make the public more wary of criminals and less likely to be victimized.
- Public awareness presentations are also designed to educate the public on the prevention of crime as well as to identify ways that the public can assist law enforcement in combating these crimes.
- Our website and Facebook page will continue to make the Task Force more accessible to the public and help disseminate information on auto theft and burglary prevention.
- Bait vehicle operations, surveillance and sting details aim to apprehend criminals in the act and provide for effective prosecution of those arrested.
- Conducting salvage and repair inspections will educate those operating in these areas and encourage them to obey related laws. We believe that this will minimize opportunities for criminals to profit from auto related crimes. These inspections are also likely to lead to the location of stolen property which in turn could lead to the development of suspects, arrests and prosecution of criminals.
- Utilizing the Task Force's license plate reader will directly lead to the location of stolen vehicles. Those stolen vehicles located while in use are likely to produce suspects and arrests.
- Actively participating in information sharing will lead to the identification of trends and areas to be targeted with responses.

Proposed Objectives

- Mailings sent to victims of auto crimes that have been inactivated will use promotional material to inform them of ways to avoid being victimized in the future as well as provide one last request for leads.
- Sweeps of locations commonly used as dump sites for stolen vehicles such as canals, canal banks, trails, alleys and wooded areas directly lead to locating stolen vehicles and dissuading future criminal use of the area.

c. Describe proposed plan for auto theft crime prevention, education and training.

Crime prevention, education and training can be broken down into efforts to educate the public through media, efforts to educate the public through direct contact, and training of law enforcement personnel. The Task Force's Public Awareness Officer will direct Task Force efforts to impact these three areas. He will act as liaison to members of the press and actively seek opportunities to spread the Task Force's crime prevention message; he will energetically pursue opportunities to reach the public through speaking engagements and personal appearances at community events; and he will enthusiastically teach law enforcement officers to hone their skills with regard to recognizing stolen vehicles, boats and heavy equipment. The Task Force will also maintain the www.watchyourcars.com website, the Task Force Facebook page, a highway billboard displaying an ABTPA endorsed sign and an informational kiosk at a local mall.

Functions Of Proposed Project

The functions of the project should:

Identify the service needs to be met by the project and the applicant's experience or qualifications.
Describe how this project will cooperate/coordinate activities with other appropriate agencies/projects.
Describe in what way (if any) is this project innovative and what methods taken to assure that the project demonstrates cross-cultural awareness in all project activities and in its staffing and training.

The public relies on police for investigation of crimes, identification and arrest of suspects, and crime prevention. Through investigation, surveillance, bait and sting operations combined with public awareness and education this task force provides these services as they relate to auto crimes. We also provide the primary resource for 68-A inspections within the coverage area as well as to several surrounding counties.

In addition to the services provided directly to the public, the Task Force regularly provides assistance to local law enforcement agencies, insurance investigators and DMV and TxDOT personnel. Whether assisting arson investigators identifying burned vehicles, inspecting vehicles with suspicious looking VINs for patrol officers or helping other detectives serve warrants on crossover investigations, Task Force Investigators are always willing to lend their expertise and support.

The Task Force has been on the leading edge of the fight against auto related crimes since its inception being one of the first to host a comprehensive web site and to have a Facebook page. The Task Force embraces training and strives to give every member of the community fair and culturally sensitive service. Additionally, most information disseminated is provided in a multilingual format. Further, project activities are based on problems identified through thorough analysis allowing for easy recognition of culturally sensitive issues.

Evaluation Design

The program evaluation should indicate how the applicant will assess the success of the project and the extent to which the strategy achieved the project's goals and objectives.

a. Describe the design of a plan for local evaluation of this project.

The local evaluation process establishes accountability and measurement of progress through collection of data and information throughout the chain of command. Investigators are required to keep activity logs and submit monthly reports to the Project Director. In addition to these reports the Task Force's Public Awareness Officer submits a monthly Activity Report to the Project Director for review while the Inspections Officer submits detailed reports on all salvage and repair shop inspections. The Task Force Supervisor reviews cases and monitors the activities of investigators. The Project Director maintains records of all activity and spending and reports periodically to the Task Force's Board of Directors, which is comprised of the department heads of the participating agencies.

b. Cite relevant data that will be used to measure the effectiveness of this project.

UCR data for all agencies within the project area will be closely monitored to determine the overall impact of Task Force efforts. Personal activity logs and specific reports will be maintained to log progress on stated objectives. These include information detailing such things as the number of bait operations, inspections and public awareness initiatives performed. They will also record other items like arrests made, cases filed and vehicles recovered.

c. Describe the mechanism to evaluate the programs progress.

Progress of the program will be evaluated monthly. Each investigator will complete a monthly report based on ABTPA reporting categories and the specific objectives of this grant. Each report will be accompanied by documentation supporting the information given. The Project Director will then compile that information into the monthly Progress Report submitted to the ABTPA. The Project Director will also periodically report on the programs progress to the Task Force Board of Directors.

Designation of Grant Officials

Project Title: Southeast Texas Auto Theft Task Force
Organization Name: City of Beaumont
Address: PO Box 3827
 Beaumont, TX 77704
 Phone: (409) 654-3600
 Fax: (409) 842-2835

Federal Tax ID: 17460002789000
ABTPA Funds Requested: \$672,286
 New Continuation

Project Director
 Prefix Mr. First Name: Chris Last Name: Schuldt
 Title Lieutenant Business Address: 2430 West Cardinal Drive Suite C
 City Beaumont State: Texas Zip: 77705
 Phone (409) 654-3600 Fax: (409) 842-2835 E-Mail: gcschuldt@gmail.com
Alternate Signature Name
 Phone (409) 656-9168

Project Manager
 Prefix Mr. First Name: Kenneth Last Name: Karr
 Title Sergenat Business Address 2430 West Cardinal Drive Suite C
 City Beaumont State Texas Zip 77705
 Phone (409) 730-4450 Fax: (409) 842-2835 E-Mail: kkarr@ci.beaumont.tx.us
Alternate Signature Name
 Phone

Financial Officer
 Prefix Ms. First Name Laura Last Name Clark
 Title Chief Financial Officer Business Address P.O. Box 3827
 City Beaumont State Texas Zip 77704
 Phone (409) 880-3789 Fax (409) 880-3132 E-Mail lclark@ci.beaumont.tx.us
Alternate Signature Name
 Phone

Authorized Official
 Prefix Mr. First Name Kyle Last Name Hayes
 Title City Manager Business Address P.O.Box 3827
 City Beaumont State Texas Zip 77704
 Phone (409) 880-3708 Fax (409) 880-3112
 E-Mail khayes@ci.beaumont.tx.us
Alternate Signature Name
 Phone

Americans w/ Disabilities Act (ADA)

The Grantee hereby assures and certifies compliance with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

✓ I have read and understood the instructions provided.

Non-Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

I have read and understood the instructions provided.

Compliances

The attached digest of your grant application represents the Automobile Burglary & Theft Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

1. Salaries are in accordance with local policy of the participating agencies.
2. Personnel are classified in accordance with the needed qualification for the position.
3. Fringe Benefits are in accordance with local policy of the participating agencies.
4. Travel Policy is in accordance with the travel policy of the participating agencies.

✓ I have read and understand the instructions provided.

Equal Employment Opportunities (EEO)

Agencies that employ fewer than 50 people are not required to file an equal opportunity program in accordance with 28 CFR 42.301 etseq., Subpart E.

Agencies that employ 50 or more people and has received or applied to the Automobile Burglary & Theft Prevention Authority for total funds in excess of \$25,000 are considered to have formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq.

This agency employs fewer than 50 people.

No Yes

If yes above, please provide the office of record.

Name

Title

Address

City

State

Zip Code

Assurances

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary & Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Burglary & Theft Prevent Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

✓ I have read and understand the instructions provided.

Independent Annual Audit Certification

The grantee assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, P.L. 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

1. Grant(s) expenditures of \$300,000 or more in federal funds-
An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
- ✓ 2. Grant(s) expenditures of \$300,000 or more in state funds-
An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).
3. Grant(s) expenditures of less than \$300,000 in federal funds-
Exempt from the Single Audit Act. However, ABTPA may require a limited scope audit as defined in OMB Circular A-133.
4. Grant(s) expenditures less than \$300,000 but \$50,000 or more in state funds. A program-specific audit.
5. Grant(s) expenditures less than a total of \$50,000 in state funds-
Financial Statements audited in accordance with Generally Accepted Audited Standards (GAAS).

NOTE: Grantees exempt from the Single Audit Act requirements (i.e. those expending less than \$300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal award.

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

1. The identity of the organization conducting the audit.
2. Approximate time audit will be conducted.
3. Audit coverage to be provided.

EXHIBIT B



BOARD OF DIRECTORS

Chief Carlos Garcia
Board Chair
Law Enforcement Representative
Port of Brownsville
Brownsville, Texas

Steven C. McCraw
Ex Officio Member of the Board
Major Wynn Reynolds
Texas Department of Public Safety
Austin, Texas

Chief Deputy Mark Wilson
Law Enforcement Representative
Hill County Sheriff's Dept.
Hillsboro, Texas

Linda Kinney
Consumer Representative
Dripping Springs, Texas

Ken Ross
Insurance Representative
State Farm Insurance
Houston, Texas

Ashley Hunter
Insurance Representative
HM Risk Group
Austin, Texas

Jerry Wright
Consumer Representative
El Paso, Texas

Staff

Ginny Booton
Interim Director

Anna Mallett
Grant Coordinator

Rachel Snell
Public Affairs Coordinator

Mary Dominguez
Grant Coordinator

Barbara Malthys
Administrative Assistant

July 16, 2014

Lt. Chris Schuldt
P.O. Box 3827
Beaumont, Texas 77704

Re: GRANT NBR: 2015-T01-City of-00014 YEAR OF FUNDING: 23
APPLICATION: City of Beaumont
TITLE: Southeast Texas Auto Theft Task Force
AMOUNT: \$ 564,338

Dear Lt. Schuldt:

I am pleased to inform you that the above referenced grant is approved in the amount indicated. The grant award must be accepted within 30 days by completing and returning the enclosed grantee acceptance notice to the Texas Automobile Burglary & Theft Prevention Authority.

I look forward to working with you to ensure the success of your program. Any questions relating to the administration of this grant should be directed to our office by calling the Grant Coordinator, Mary Dominguez at (512) 465-1383.

Sincerely,



Ginny Booton
Interim Director



Texas Automobile Burglary and Theft Prevention Authority Statement of Grant Award

Grant Number: 2015-T01-City of -00014
Grantee Name: City of Beaumont
Project Title: Southeast Texas Auto Theft Task Force
Grant Period: 09/01/2014 - 08/31/2015

| | |
|----------------------------|--------------|
| ABTPA Award: | \$ 564,338 |
| Grantee Cash: | \$ 258,502 |
| Grantee In-Kind: | \$ 311,404 |
| Total Project Cost: | \$ 1,134,244 |

The Texas Automobile Burglary and Theft Prevention Authority (ABTPA) have awarded the above-referenced grant. The approved budget is reflected in the attached Approved Budget Summary. This grant is subject to and conditioned upon acceptance of the ABTPA Grant Administrative Guide promulgated for this specific program fund (referenced above) through the Automobile Burglary and Theft Prevention Authority a listing of applicable special conditions are listed below. Total project costs must be accounted for in accordance with the Uniform Grant and Contract Management Standards and the Administrative Guide.

GRANTEE REQUEST FOR FUNDS

All Grantee request for funds shall be submitted to ABTPA in accordance with the instructions provided by ABTPA and shall be in the form required by ABTPA. Requests for funds will not be honored until all special conditions outlined on the Statement of Grant Award and action required on the part of the grantee have been satisfied.

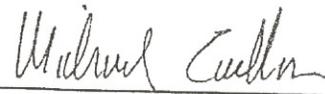
GRANT ADJUSTMENTS

Grantee shall submit written requests for grant adjustments, as required by the applicable ABTPA Rule contained in the Grant Administrative Guide for this specific program fund.

Special Conditions and Requirements:

Non-Supplanting Certification

July 16, 2014


 for: Ginny Booton, Interim Director

TEXAS AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY
GRANTEE ACCEPTANCE NOTICE

AGREEMENT:

That whereas City of Beaumont, hereinafter referred to as Grantee, has heretofore submitted a grant application to the Automobile Burglary and Theft Prevention Authority, State of Texas, entitled Southeast Texas Auto Theft Task Force, and further identified by grant number 2015-T01-City of-00014; and

Whereas, the Automobile Burglary and Theft Prevention Authority has approved the grant application as evidenced by the Statement of Grant Award from the Automobile Burglary and Theft Prevention Authority dated 07-16-14, and certain special requirements; and

Whereas, the Grantee desires to accept the grant award, the Uniformed Grant and Contract Management Standards, and special requirements as evidenced by the Statement of Grant Award;

Now, therefore, the Grantee accepts the aforementioned Statement of Grant Award, the Uniformed Grant and Contract Management Standards and special requirements in the grant application and the Statement of Grant Award as evidenced by the agreement, executed by the project director, the financial officer, and the official authorized to sign the original grant application, or the official's successor, as presiding officer of and on behalf of the governing body of this grantee; and

Now, therefore, the Grantee shall designate either the project director or the financial officer to coordinate and be solely responsible for submission of adjustments pertaining to both program and financial elements of the application, and the POSITION authorized to submit adjustments is PROJECT DIRECTOR.

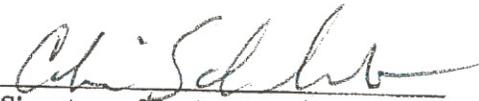
NON-LOBBYING CERTIFICATION:

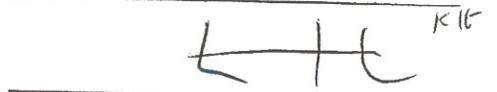
We, the undersigned, certify that none of the grant funds, regardless of their source or character, including local cash assumption of cost funds, shall be used in any manner to influence the outcome of any election or the passage or defeat of any legislative measure.

A finding that a grantee has violated the certification shall result in the immediate termination of funding of the project and the grantee shall not be eligible for future funding from the Automobile Burglary and Theft Prevention Authority.

Certified By:

Date:



7-23-14 ^{KK}


Signature of Project Director

Signature of Project Manager

CHRIS SCHULT - LIEUTENANT
Name & Title(must print or type)

Name & Title(must print or type)

2430 WEST CARDINAL DR. SUITE C
Official Agency Address(street or post office box)

Official Agency Address(street or post office box)

BEAUMONT, TX 77705 / (409) 654-3600
City/Zip Code/Telephone Number

City/Zip Code/Telephone Number

L H
Signature of Authorized Official


Signature of Financial Officer

KYLE HAYES - CITY MANAGER
Name & Title (must print or type)

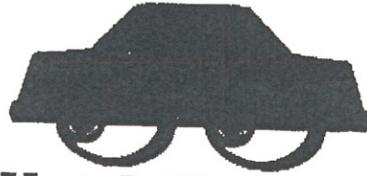
LAURA CLARK - CHIEF FINANCIAL OFFICER
Name & Title (must print or type)

P.O. BOX 3827
Official Agency Address (street or post office box)

P.O. BOX 3827
Official Agency Address (street or post office box)

BEAUMONT, TX 77704 / (409) 890-3709
City/Zip Code/Telephone Number

BEAUMONT, TX 77704 / (409) 880-3789
City/Zip Code/Telephone Number



Watch Your Car

TEXAS AUTO BURGLARY & THEFT PREVENTION AUTHORITY

Texas Automobile Burglary and Theft Prevention Authority Approved Budget Summary

Grant Number: 2015-T01-City of -00014
 Grantee: Beaumont
 Project Title: Southeast Texas Auto Theft Task Force
 Grante Period: 09/01/2014 to 08/31/2015
 Funding Source: Auto Burglary and Theft Prevention Authority

Region:
 Date: 7/17/2014

| | ABTPA | Cash Match | In-Kind | TOTAL |
|-------------------|---------------------|---------------------|---------------------|-----------------------|
| A. Personnel | \$435,937.00 | \$19,776.00 | \$213,722.00 | \$669,435.00 |
| A. Fringe | \$23,495.00 | \$153,919.00 | \$84,025.00 | \$261,439.00 |
| B. Contractual | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| C. Travel | \$8,404.00 | \$2,392.00 | \$0.00 | \$10,796.00 |
| D. Equipment | \$3,901.00 | \$29,759.00 | \$0.00 | \$33,660.00 |
| E. Supplies & DOE | \$92,601.00 | \$52,656.00 | \$13,657.00 | \$158,914.00 |
| F. Indirect Funds | | | | \$0.00 |
| Totals | \$564,338.00 | \$258,502.00 | \$311,404.00 | \$1,134,244.00 |

EXHIBIT C

SOUTHEAST TEXAS AUTO THEFT TASK FORCE
GRANT SUMMARY FY 2015

| | Beaumont Police | Port Arthur Police | Jefferson County | Hardin County | TOTAL | ATPA Funds | Cash Match | In-Kind Match |
|------------------------|--------------------|-----------------------|---------------------|------------------|--------------------|------------------|------------------|------------------|
| Schedule A | \$636,600 | \$106,812 | \$105,859 | \$81,603 | \$930,874 | \$459,432 | \$173,695 | \$297,747 |
| Schedule B | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Schedule C | \$10,796 | \$0 | \$0 | \$0 | \$10,796 | \$8,404 | \$2,392 | \$0 |
| Schedule D | \$33,660 | \$0 | \$0 | \$0 | \$33,660 | \$3,901 | \$29,759 | \$0 |
| Schedule E | \$135,917 | \$6,937 | \$7,357 | \$8,703 | \$158,914 | \$92,601 | \$52,656 | \$13,657 |
| Schedule F | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL BY AGENCY | \$816,973 | \$113,749 | \$113,216 | \$90,306 | | | | |
| TOTAL GRANT | | | | | \$1,134,244 | \$564,338 | \$258,502 | \$311,404 |

| | Beaumont Police | Pt. Arthur Police | Jefferson County | Hardin County | TOTAL |
|-------------------------|--------------------|----------------------|---------------------|------------------|-------------|
| Total Department Budget | \$816,973 | \$113,749 | \$113,216 | \$90,306 | \$1,134,244 |
| ABTPA Funding | \$331,517 | \$79,899 | \$86,664 | \$66,258 | \$564,338 |
| Cash Match | \$174,052 | \$33,850 | \$26,552 | \$24,048 | \$258,502 |
| In-Kind Match | \$311,404 | \$0 | \$0 | \$0 | \$311,404 |
| | \$816,973 | \$113,749 | \$113,216 | \$90,306 | \$1,134,244 |

SCHEDULE A, SALARIES FY 2015

| | Beaumont Police | Port Arthur Police | Jefferson County | Hardin County | TOTAL | ABTPA FUNDS | Cash Match | In-Kind Match | |
|--------------------------|------------------|--------------------|------------------|-----------------|------------------|------------------|------------------|------------------|--|
| BPD Lt. Sculdtt | \$91,449 | | | | \$91,449 | \$90,345 | \$1,104 | \$0 | |
| BPD Sgt. Karr | \$79,237 | | | | \$79,237 | \$0 | \$0 | \$79,237 | |
| BPD Investigator Ross | \$75,204 | | | | \$75,204 | \$74,100 | \$1,104 | \$0 | |
| BPD Investigator Stevens | \$66,896 | | | | \$66,896 | \$65,792 | \$1,104 | \$0 | |
| BPD Investigator English | \$65,372 | | | | \$65,372 | \$0 | \$0 | \$65,372 | |
| BPD Investigator Dupree | \$69,113 | | | | \$69,113 | \$0 | \$0 | \$69,113 | |
| PAPD Invest Boudreaux | | \$72,195 | | | \$72,195 | \$70,395 | \$1,800 | \$0 | |
| JCSO Invest Pipkin | | | \$76,571 | | \$76,571 | \$76,571 | \$0 | \$0 | |
| HCSO Invest Roberts | | | | \$58,734 | \$58,734 | \$58,734 | \$0 | \$0 | |
| Overtime | \$14,664 | | | | \$14,664 | \$0 | \$14,664 | \$0 | |
| TOTAL SALARIES | \$461,935 | \$72,195 | \$76,571 | \$58,734 | \$669,435 | \$435,937 | \$19,776 | \$213,722 | |
| FICA/ Sworn | \$5,336 | \$5,117 | \$5,927 | \$4,264 | \$20,644 | \$15,308 | \$3,418 | \$1,918 | |
| Retirement/ Sworn | \$94,329 | \$10,007 | \$13,488 | \$7,591 | \$125,415 | \$0 | \$80,808 | \$44,607 | |
| Insurance | \$75,000 | \$15,586 | \$6,607 | \$10,000 | \$107,193 | \$0 | \$69,693 | \$37,500 | |
| Workers Comp. | \$0 | \$2,569 | \$3,266 | \$970 | \$6,805 | \$6,805 | \$0 | \$0 | |
| TEC (Unemployment) | \$0 | \$0 | \$0 | \$44 | \$44 | \$44 | \$0 | \$0 | |
| Terminating pay | \$0 | \$1,338 | \$0 | \$0 | \$1,338 | \$1,338 | \$0 | \$0 | |
| TOTAL BENEFITS | \$174,665 | \$34,617 | \$29,288 | \$22,869 | \$261,439 | \$23,495 | \$153,919 | \$84,025 | |
| TOTAL BY AGENCY | \$636,600 | \$106,812 | \$105,859 | \$81,603 | | | | | |
| TOTAL SCHEDULE A | | | | | \$930,874 | \$459,432 | \$173,695 | \$297,747 | |
| ABTPA Funding | | | | | | | | | |
| Total Department Budget | \$636,600 | \$106,812 | \$105,859 | \$81,603 | \$930,874 | \$930,874 | | | |
| Cash Match | | | | | | | | | |
| | \$108,616 | \$27,393 | \$20,095 | \$17,591 | \$173,695 | \$173,695 | | | |
| In-Kind Match | | | | | | | | | |
| | \$297,747 | \$0 | \$0 | \$0 | \$297,747 | \$297,747 | | | |

SCHEDULE C, TRAVEL FY 2015

| | Beaumont Police | Port Arthur Police | Jefferson County | Hardin County | TOTAL | ABTPA Funds | Cash Match | In-Kind Match |
|------------------------|-----------------|--------------------|------------------|---------------|-----------------|----------------|----------------|---------------|
| ABTPA Conference | \$4,872 | \$0 | \$0 | \$0 | \$4,872 | \$3,570 | \$1,302 | \$0 |
| ABTPA Board Meetngs | \$218 | \$0 | \$0 | \$0 | \$218 | \$218 | \$0 | \$0 |
| ABTPAGrant Workshop | \$1,576 | \$0 | \$0 | \$0 | \$1,576 | \$1,576 | \$0 | \$0 |
| TAVTI conference | \$4,130 | \$0 | \$0 | \$0 | \$4,130 | \$3,040 | \$1,090 | \$0 |
| | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL BY AGENCY | \$10,796 | \$0 | \$0 | \$0 | \$10,796 | \$8,404 | \$2,392 | \$0 |

| | Beaumont Police | Pt. Arthur Police | Jefferson County | Hardin County | TOTAL | ABTPA Funds | Cash Match | In-Kind Match |
|-------------------------|-----------------|-------------------|------------------|---------------|-----------------|----------------|----------------|---------------|
| Total Department Budget | \$10,796 | \$0 | \$0 | \$0 | \$10,796 | \$8,404 | \$2,392 | \$0 |
| ABTPA Funding | \$8,404 | \$0 | \$0 | \$0 | \$8,404 | \$8,404 | \$0 | \$0 |
| Cash Match | \$2,392 | \$0 | \$0 | \$0 | \$2,392 | \$0 | \$2,392 | \$0 |
| In-Kind Match | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL SCHEDULE C | | | | | \$10,796 | \$8,404 | \$2,392 | \$0 |

SCHEDULE E, OPERATING EXPENSES FY 2015

| | Beaumont Police | Port Arthur Police | Jefferson County | Hardin County | TOTAL | ATPA Funds | Cash Match | In-Kind Match |
|-------------------------------|------------------|--------------------|------------------|----------------|------------------|-----------------|-----------------|-----------------|
| Vehicle Lease | \$7,200 | \$0 | \$0 | \$0 | \$7,200 | \$0 | \$0 | \$7,200 |
| Fuel, Oil, and Maintenance | \$38,742 | \$6,457 | \$6,457 | \$6,457 | \$58,113 | \$0 | \$51,656 | \$6,457 |
| Vehicle Insurance | \$0 | \$0 | \$0 | \$1,046 | \$1,046 | \$1,046 | \$0 | \$0 |
| Office Lease | \$52,650 | \$0 | \$0 | \$0 | \$52,650 | \$52,650 | \$0 | \$0 |
| Office Maintenance | \$3,425 | \$0 | \$0 | \$0 | \$3,425 | \$3,425 | \$0 | \$0 |
| Office Utilities | \$5,000 | \$0 | \$0 | \$0 | \$5,000 | \$5,000 | \$0 | \$0 |
| Office Phone Service | \$5,000 | \$0 | \$0 | \$0 | \$5,000 | \$5,000 | \$0 | \$0 |
| Office Phone Frame Relay | \$2,040 | \$0 | \$0 | \$0 | \$2,040 | \$2,040 | \$0 | \$0 |
| Bait vehicle mon. fees phone | \$480 | \$0 | \$0 | \$0 | \$480 | \$480 | \$0 | \$0 |
| Bait vehicle mon. fees BSM | \$1,220 | \$0 | \$0 | \$0 | \$1,220 | \$1,220 | \$0 | \$0 |
| Bait vehicle mon. fees tire | \$480 | \$0 | \$0 | \$0 | \$480 | \$480 | \$0 | \$0 |
| Bait vehicle camera mon. fees | \$480 | \$0 | \$0 | \$0 | \$480 | \$480 | \$0 | \$0 |
| Office and Field Supplies | \$4,500 | \$0 | \$0 | \$0 | \$4,500 | \$4,500 | \$0 | \$0 |
| Postage | \$50 | \$0 | \$0 | \$0 | \$50 | \$50 | \$0 | \$0 |
| Cellular Phone Service | \$3,600 | \$480 | \$900 | \$1,200 | \$6,180 | \$6,180 | \$0 | \$0 |
| Media/TV advertising | \$9,000 | \$0 | \$0 | \$0 | \$9,000 | \$9,000 | \$0 | \$0 |
| TAVTL Registration | \$1,050 | \$0 | \$0 | \$0 | \$1,050 | \$1,050 | \$0 | \$0 |
| Confidential Funds | \$1,000 | \$0 | \$0 | \$0 | \$1,000 | \$0 | \$1,000 | \$0 |
| TOTAL BY AGENCY | \$135,917 | \$6,937 | \$7,357 | \$8,703 | \$158,914 | \$92,601 | \$52,656 | \$13,657 |
| TOTAL SCHEDULE E | | | | | | | | |
| | \$158,914 | | | | \$158,914 | \$92,601 | \$52,656 | \$13,657 |
| Total Department Budget | \$135,917 | \$6,937 | \$7,357 | \$8,703 | TOTAL \$158,914 | \$158,914 | \$92,601 | \$13,657 |
| ABTPA Funding | \$88,975 | \$480 | \$900 | \$2,246 | \$92,601 | \$92,601 | \$52,656 | \$13,657 |
| Cash Match | \$33,285 | \$6,457 | \$6,457 | \$6,457 | \$52,656 | \$52,656 | \$0 | \$0 |
| In-Kind Match | \$13,657 | \$0 | \$0 | \$0 | \$13,657 | \$13,657 | \$0 | \$0 |

ADDENDUM

Regular, September 08, 2014

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 08, 2014