

REGULAR, 1/12/2015 1:30:00 PM

BE IT REMEMBERED that on January 12, 2015, 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

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
January 12, 2015

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
January 12, 2015**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **1:30 PM**, on the **12th** day of **January 2015** 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:

WORKSHOP: 10:30 a.m. - For the purpose of discussing and considering: Property and Casualty Insurance renewal for 2015.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

PURCHASING:

1. Receive and file bids for (IFB 14-053/KJS), Popeye Park Bog.

SEE ATTACHMENTS ON PAGES 11 - 75

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve, execute, receive and file Change Order No. 1 for (IFB 14-046/KJS), Cheek Community Sewer Improvements – Community Block Grant Program Cheek Phase IV with T. Johnson Industries, Inc. for an increase of 5 (five) contract days, bringing the total contract days up from 120 days to 125 days. The total contract price remains unchanged. The additional contract days are due to inclement weather conditions.

SEE ATTACHMENTS ON PAGES 76 - 78

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve, execute, receive and file an agreement with LexisNexis and Jefferson County for Lexis.com access for Judge Kent Walston of the 58th District Court. The agreement is for a two-year term at a monthly cost of \$52.00 for year one, and \$55.00 for year two.

SEE ATTACHMENTS ON PAGES 79 - 84

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
January 12, 2015

4. Consider and approve, execute, receive and file an agreement with LexisNexis and Jefferson County for Lexis.com access for Judge Clint Woods of County Court at Law No. 3. The agreement is for a two-year term at a monthly cost of \$52.00 for year one, and \$55.00 for year two.

SEE ATTACHMENTS ON PAGES 85 - 90

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

5. Consider and approve budget transfer - District Attorney - reallocation of available budgeted salary funds.

120-2030-412-1026	INVESTIGATOR	\$9,673.00	
120-2030-412-1091	VAWA SUPPLEMENT	\$5,905.00	
120-2030-412-1024	ATTORNEY		\$15,578.00

SEE ATTACHMENTS ON PAGES 91 - 93

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

6. Consider and approve lease purchase agreement and related documents with Government Capital Corporation for the lease purchase of the Hart Voting System in the amount of \$1,707,363.40. Interest rate is 2.72% with the first payment being due 1/22/2016.

SEE ATTACHMENTS ON PAGES 94 - 107

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

7. Regular County Bills - check #402518 through check #402705

SEE ATTACHMENTS ON PAGES 108 - 116

Motion by: Commissioner Weaver

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY COMMISSIONERS:

8. Receive and file official oath for the following appointed and elected officials: Everette D. Alfred, Commissioner, Precinct 4; Nancy Beaulieu, Justice of the Peace, Precinct 1 Place 2; Jeff Branick, County Judge; James Brad Burnett, Justice of the Peace, Precinct 7; Ray S Chesson, Justice of the Peace, Precinct 4; Marc DeRouen, Justice of Peace, Precinct 2; Carolyn Guidry, County Clerk, Tim Funchess, County Treasurer; Tom Gilliam, III, Justice of the Peace, Precinct 8; Ransom W Jones, Justice of the Peace, Precinct 6; Bob Wortham, Criminal District Attorney; Patrick Swain, County Auditor, and Brent Weaver, Commissioner, Precinct 2.

SEE ATTACHMENTS ON PAGES 117 - 130

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

9. Consider, possibly approve and receive and file appointment for Fred Jackson, Associate Judge for Mental Health Court.

SEE ATTACHMENTS ON PAGES 131 - 132

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
January 12, 2015

10. Consider, possibly approve and authorize the Jefferson County Family Treatment Drug Court to apply for a grant funding the period of September 1, 2015 through August 31, 2016. Funding is offered through the Criminal Justice Division of the Governor's Office and no match funding is required.(Grant # 1869010)

SEE ATTACHMENTS ON PAGES 133 - 134

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

11. Receive and file executed Amended Operations and Management Agreement between Jefferson County and FMMS HOLDINGS OF TEXAS, LLC.for operations of the morgue.

SEE ATTACHMENTS ON PAGES 135 - 144

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

12. Consider and possibly approve a Resolution for Jefferson County Family Drug Treatment Court to apply for grant funds from The Foundation of Southeast Texas for the project period May 1, 2015 through April 31, 2016.

SEE ATTACHMENTS ON PAGES 145 - 146

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

13. Consider and possibly adopt a Resolution recognizing Martha Miller for 36 years of dedicated service to the Jefferson County Health Department and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 147 - 147

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
January 12, 2015

14. Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for Southeast Texas Baseball Academy. It was previously tabled during the fall 2014 grant cycle. Requested (a) Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendations for Southeast Texas Baseball Academy. It was previously tabled during the fall 2014 grant cycle. Requested Recommended Southeast Texas Baseball Academy \$4,625

SEE ATTACHMENTS ON PAGES 148 - 148

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

15. Receive and file executed Cooperative Purchase Agreement between Jefferson County and Orange County for the purchase of inmate food services pursuant to the Interlocal Cooperation Act, Chapter 791.025, Texas Government Code.

SEE ATTACHMENTS ON PAGES 149 - 156

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

16. Consider and possibly adopt a Resolution recognizing James C. Huebel for 30 years of dedicated service to the citizens of Jefferson County and wishing him well in his future endeavors.

SEE ATTACHMENTS ON PAGES 157 - 157

Motion by: Commissioner Weaver

Second by: Commissioner Arnold

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

Action: APPROVED

17. Consider and possibly adopt a Resolution recognizing Michael Shawn Kirkpatrick for 31 years of dedicated service to the citizens of Jefferson County and wishing him well in his future endeavors.

SEE ATTACHMENTS ON PAGES 158 - 159

Motion by: Commissioner Arnold

Second by: Commissioner Alfred

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

Action: APPROVED

COUNTY TREASURER:

18. Receive and file Investment Schedule for December, 2014, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 160 - 162

Motion by: Commissioner Sinegal

Second by: Commissioner Arnold

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

Action: APPROVED

HUMAN RESOURCES:

19. Consider and possibly approve the attached revisions to the County Clerk's budget.

SEE ATTACHMENTS ON PAGES 163 - 163

Action: TABLED

RISK MANAGEMENT:

20. Consider and possibly approve to continue self-insuring against any losses covered by the Public Official's bond, for Carolyn Guidry, County Clerk, and for the Deputy County Clerks, effective January 1, 2015.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

21. Receive and file executed contract with Interface EAP for Employee Assistance Program Renewal, effective January 1, 2015.

SEE ATTACHMENTS ON PAGES 164 - 170

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

DISTRICT ATTORNEY:

22. Consider and approve reallocation of budgeted salary funds of five attorneys and two investigators in the Criminal District Attorneys' Office.

SEE ATTACHMENTS ON PAGES 171 - 173

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

23. Consider, possibly approve and authorize retired Criminal District Attorney Investigator to purchase the service handgun issued to him as a Peace Officer, for the amount of \$250.00 pursuant to Resolution of Commissioner's Court and as authorized by Chapters 614.002, 614.051 and 614.053 of the Texas Government Code. (James Huebel)

SEE ATTACHMENTS ON PAGES 174 - 176

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
January 12, 2015

24. Consider, possibly approve and authorize retired Criminal District Attorney Investigator to purchase the service handgun issued to him as a Peace Officer, for the amount of \$250.00 pursuant to Resolution of Commissioner's Court and as authorized by Chapters 614.002, 614.051 and 614.053 of the Texas Government Code. (Michael Kirkpatrick)

SEE ATTACHMENTS ON PAGES 177 - 179

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

Other Business:

SET NEXT MEETING DATE, MONDAY, JANUARY 19, 2015 IS A COUNTY HOLIDAY (MARTIN LUTHER KING JR., DAY) NEXT COMMISSIONERS COURT WILL BE HELD TUESDAY, JANUARY 20, 2015 @ 11:00 A.M.

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

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

Jeff R. Branick
County Judge

Bid Form

We propose to furnish all labor, material and equipment, and to perform all work necessary to construct the POPEYE PARK BOG FOR JEFFERSON COUNTY SUB-COURTHOUSE, at 525 West Lakeshore Drive, Port Arthur, Texas, in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc. for the following sum:

BASE BID:

<p style="font-size: 1.2em; margin: 0;">NINETY FOUR THOUSAND FIVE HUNDRED SEVENTY SIX AND</p> <p style="margin: 0;">NO/100</p>	<p style="font-size: 1.2em; margin: 0;">—</p>	<p style="margin: 0;">Dollars</p>	<p style="margin: 0;">\$ 94,576.⁰⁰</p>
		<p style="margin: 0;">Materials</p>	<p style="margin: 0;">\$ 54,576.⁰⁰</p>
		<p style="margin: 0;">Labor</p>	<p style="margin: 0;">\$ 40,000.⁰⁰</p>

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work within 90 calendar days.

We have visited and examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the drawings and specifications.

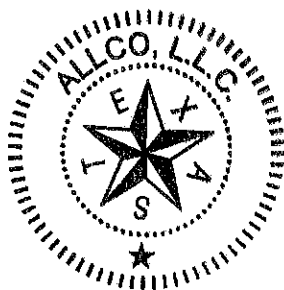
LIQUIDATED DAMAGES FOR DELAYS:

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of two hundred dollars (\$200.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

Acknowledgment of Addenda (if any):Addendum 1 X Date Received 12-10-14 Addendum 2 Date Received Addendum 3 Date Received

SEAL



Respectfully submitted,

 ALLCO Contractor PO BOX 3684 Address BEAUMONT, TEXAS 77704 City/State/Zip JANUARY 6, 2015 DateBy:  PRESIDENT Name T.W. HARRISON Title ***Bidder Shall Return Completed Form with Offer.***

Vendor References

Please list at least three (3) customers, 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: JEFFERSON COUNTY

Address: 1149 PEARL STREET, BEAUMONT, TEXAS 77701

Contact Person and Title: PATRICK SWAIN, COUNTY ACCOUNTANT

Phone: 409-835-8593 Fax: 409-835-8456

Contract Period: 2013 - 2014 Scope of Work: NEW REGIONAL MARINE SECURITY CENTER

REFERENCE TWO

Government/Company Name: CITY OF PORT ARTHUR

Address: PO BOX 1089, PORT ARTHUR, TEXAS 77640

Contact Person and Title: JOHN TOMPLAIT, PUBLIC WORKS MANAGER

Phone: 409-983-8500 Fax: 409-983-8558

Contract Period: 2010 - 2014 Scope of Work: NUMEROUS PROJECTS

REFERENCE THREE

Government/Company Name: CITY OF BEAUMONT

Address: 1350 LANGHAM ROAD, BEAUMONT, TEXAS 77707

Contact Person and Title: DR. HANI J. TOHME, P.E.

Phone: 409-785-3000 Fax: 409-860-4672

Contract Period: 2010 - 2014 Scope of Work: NUMEROUS PROJECTS

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.

ALLCO

Bidder (Entity Name)

6720 COLLEGE (77707) Physical
PO BOX 3684 Mailing

Street & Mailing Address

BEAUMONT, TEXAS 77704

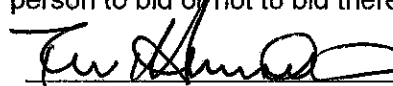
City, State & Zip

409-860-4459

Telephone Number

tharrison@allco.com

E-mail Address



Signature

T.W. HARRISON - PRESIDENT

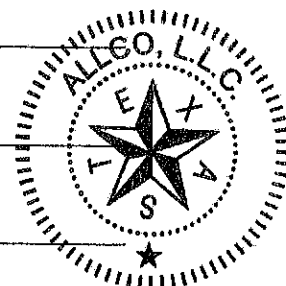
Print Name

JANUARY 6, 2015

Date Signed

409-860-3857

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="margin-left: 40px;">ALLCO</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 style="margin-left: 40px;">N/A</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="margin-left: 40px;">N/A</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.) **JEFFERSON COUNTY**

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

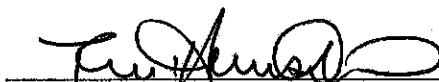
- D. Describe each affiliation or business relationship:

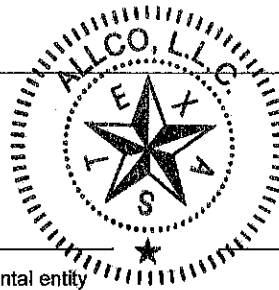
N/A

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

N/A

7.


T. W. HARRISON - PRESIDENT
Signature of person doing business with the governmental entity



JANUARY 6, 2015

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 . . .

- | | | |
|---|--|--|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> 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)? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> 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.

WE WILL BE PERFORMING ALL PROPOSED WORK WITH OUR OWN FORCES.

T.W. HARRISON

Printed Name of Authorized Representative

[Signature]
Signature

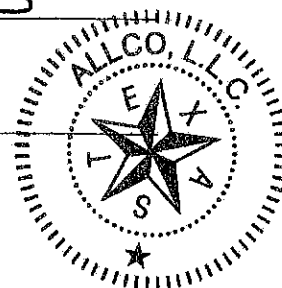
PRESIDENT

Title

JANUARY 6, 2015

Date

Bidder Shall Return Completed Form with Offer.



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: ALLCO HUB: π Yes π No

Address: 6720 COLLEGE BEAUMONT TEXAS 77707

Street City State Zip

Phone (with area code): 409-860-4459 Fax (with area code): 409-860-3857

Project Title & No.: POPEYE PARK BOG, JEFFERSON COUNTY SUB-COURTHOUSE, IFB 14-053/KJS

Prime Contract Amount: \$ TBD

HUB Subcontractor Name: N/A

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: _____

T.W. HARRISON - PRESIDENT

Printed Name of Contractor Representative

N/A

Printed Name of HUB

Signature of Representative

Signature of Representative

JANUARY 6, 2015

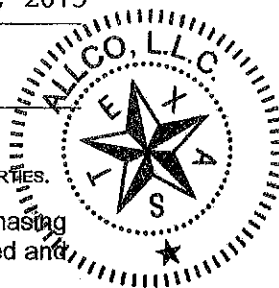
Date _____

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

☐ Yes ☒ No

Prime Contractor: ALLCO HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address: 6720 COLLEGE BEAUMONT TEXAS 77707
 Street City State Zip

Phone (with area code): 409-860-4459 Fax (with area code): 409-860-3857

Project Title & No.: POPEYE PARK BOG IFB/RFP No.: 14-053/KJS

Total Contract: \$ TBD 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 SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: N/A

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.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

- ☐ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: WE WILL BE PERFORMING ALL PROPOSED WORK WITH OUR OWN FORCES.

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☒ No

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

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

Subcontractor Name: N/A

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:

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): T.W. HARRISON

Title: PRESIDENT/

Signature:

Date: JANUARY 6, 2015

E-mail address: tharrison@allco.com

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

Name (print or type): DALE HARRISON

Title: ACCOUNTANT/CONTROLLER

Date: JANUARY 6, 2015

E-mail address: allco@allco.com



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 ALLCO [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.):	76-0685119
Company Name submitting bid/proposal:	ALLCO
Mailing address:	PO BOX 3684, BEAUMONT, TEXAS 77704
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
WE WILL SUBMIT IF SUCCESSFUL BIDDER.	

* 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 T.W. HARRISON, who
(name)
after being by me duly sworn, did depose and say:

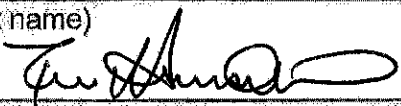
"I, T.W. HARRISON am a duly authorized officer of/agent
(name)
for ALLCO and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said ALLCO
(name of firm)

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: ALLCO
PO BOX 3684, BEAUMONT, TEXAS 77704


Fax: 409-860-3857 Telephone# 409-860-4459

by: T.W. HARRISON Title: PRESIDENT
(print name)

Signature: 

SUBSCRIBED AND SWORN to before me by the above-named
T.W. HARRISON on

this the 6TH day of JANUARY, 2015.

 JACQUELINE CHRISTOPHER
Notary Public, State Of Texas
My Commission Expires 05-21-2016
Jacqueline Christopher
Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.

ALLCO
P.O. BOX 3684
BEAUMONT, TEXAS 77704

SEALED BID



ATTN: PURCHASING AGENT
JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TEXAS 77701
POPEYE PARK BOG, IFB 14-053/KJS

BIDS: JANUARY 6, 2015

11:00 AM

RECEIVED 10 25 AM JAN 06 2015

Bid Form

We propose to furnish all labor, material and equipment, and to perform all work necessary to construct the POPEYE PARK BOG FOR JEFFERSON COUNTY SUB-COURTHOUSE, at 525 West Lakeshore Drive, Port Arthur, Texas, in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc. for the following sum:

BASE BID:

Seventy three thousand five hundred fifty dollars and			
no/100-----	Dollars	\$	73,550.00
	Materials	\$	44,130.00
	Labor	\$	29,420.00

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work within 90 calendar days.

We have visited and examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the drawings and specifications.

LIQUIDATED DAMAGES FOR DELAYS:

It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of two hundred dollars (\$200.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

Acknowledgment of Addenda (if any):

Addendum 1 X Date Received 12/10/14

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

SEAL

Respectfully submitted,

Goss Building, Inc.
Contractor

2455 W. Cardinal Drive
Address

Beaumont, Texas 77705
City/State/Zip

January 6, 2015

Date _____

By:

Name Anthony Goss Title
Vice President

Bidder Shall Return Completed Form with Offer.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/V/D Number:	1760576243800
File/Vendor Number:	059151
Approval Date:	17-JUL-2014
Scheduled Expiration Date:	17-JUL-2018

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

GOSS BUILDING, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 18-JUL-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

Note: In order for State agencies and Institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/V/D Number identified above. Agencies and Universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

TXC 100/10



City of Beaumont

certifies that

GOSS BUILDING, INC.

*meets all the criteria established by the City of Beaumont,
and thereby is duly registered as a Minority Business Enterprise,
to do business with the City of Beaumont and its agents as such.*

This certification is valid until AUGUST 12, 2016

Laura H. Clark, CPA, Chief Financial Officer

AUGUST 12, 2014

Certification Date

Vendor References

Please list at least three (3) customers, 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: Orlando DeRanieri

Address: 7970 South Drive, Fannett, Texas 77705

Contact Person and Title: Orlando DeRanieri - Owner

Phone: 409-720-9804 Fax: _____

Contract Period: 3 months Scope of Work: Swimming Pool

REFERENCE TWO

Government/Company Name: Doug Weeks

Address: 127 Sterling Ridge Dr., Nederland, TX 77627

Contact Person and Title: Doug Weeks - Owner

Phone: 409-729-2543 Fax: _____

Contract Period: 3 months Scope of Work: Swimming Pool

REFERENCE THREE

Government/Company Name: Mark Duran

Address: 8203 Dakota Drive, Lumberton, Texas 77657

Contact Person and Title: Mark Duran - Owner

Phone: 409-782-4637 Fax: _____

Contract Period: 3 months Scope of Work: Swimming Pool

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.

Goss Building, Inc.

Bidder (Entity Name)

2455 W. Cardinal Drive

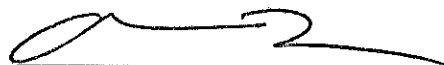
Street & Mailing Address

Beaumont, Texas 77705

City, State & Zip

409-842-4988

Telephone Number



Signature

Anthony Goss

Print Name

January 6, 2015

Date Signed

409-842-0709

Fax Number

tonygoss@gossbuilding.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="text-align: center; font-size: 1.2em;"><i>None</i></p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="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: 1.2em;"><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: 1.2em;"><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.)

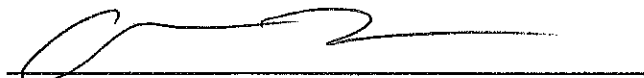
This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- 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.



Signature of person doing business with the governmental entity

January 6, 2015

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 ...

- | | | |
|------------------------------|--|--|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> 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)? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> 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.

Anthony Goss

Printed Name of Authorized Representative

Signature

Vice President

Title

January 6, 2015

Date

Bidder Shall Return Completed Form with Offer.

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

☒ 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: Goss Building, Inc. HUB: ☒ Yes ☐ No

Address: 2455 W. Cardinal Drive, Beaumont, Texas 77705

Street	City	State	Zip
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Phone (with area code): 409-842-4988 Fax (with area code): 409-842-0709

Project Title & No.: Popeye Park Bog - IFP 14-053/KJS

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:

Kathy and Anthony Goss

Printed Name of Contractor Representative

Kathy Ho

Signature of Representative

January 6, 2015

Date _____

Goss Building, Inc.

Printed Name of HUB

Signature of Representative

Signature of Representative

January 6, 2015

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: Goss Building, Inc. HUB: ☒ Yes ☐ No

HUB Status (Gender & Ethnicity): WO/F

Address: 2455 W. Cardinal Drive, Beaumont, Texas 77705

Phone (with area code): 409-842-4988 Fax (with area code): 409-842-0709

Project Title & No.: Popeye Park Bog IFB/RFP No.: 14-053/KJS

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.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

- ☐ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other:

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

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

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

Subcontractor Name: Acqua CAM

Address: 4113 Southerland Rd, Houston, TX 77092

Contact person: Russell Riall Title:

Phone (with area code): 713-690-7054 Fax (with area code):

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

Description of Subcontract Work to be Performed:

Subcontractor Name: Simon Construction

Address: P. O. Box 347, Stowell, TX 77661

Contact person: Leonard Zuniga Title:

Phone (with area code): 409-749-7365 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 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): Anthony Goss

Title: Vice President

Signature: _____

Date: January 6, 2015

E-mail address: tonygoss@gossbuilding.com

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

Name (print or type): Kathy Goss

Title: President

Date: January 6, 2015

E-mail address: kathygoss@gossbuilding.com

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 Goss Building, Inc. [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.):	1-76-0576243-8
Company Name submitting bid/proposal:	Goss Building, Inc.
Mailing address:	P. O. Box 21537, Beaumont, Texas 77720
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
043000-000/028000-00000	1010/1020 N. 5th Street Beaumont, Texas 77702
067050-000/002500-00000	2455 W. Cardinal Drive Beaumont, Texas 77705

* 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 Anthony Goss, who
(name)

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

"I, Anthony Goss am a duly authorized officer of/agent
(name)
for Goss Building, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Goss Building, 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."

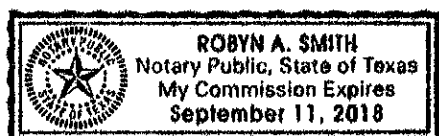
Name and address of bidder: Goss Building, Inc.
2455 W. Cardinal Drive, Beaumont, Texas 77705

Fax: 409-842-0709 Telephone# 409-842-4988
by: Anthony Goss Title: Vice President
(print name)

Signature: [Signature]

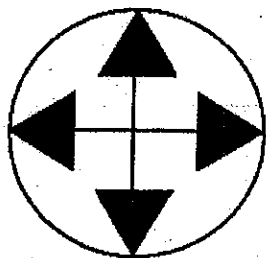
SUBSCRIBED AND SWORN to before me by the above-named
Anthony Goss, Vice President on

this the 6th day of January, 2015.



Robyn A. Smith
Notary Public in and for
the State of TEXAS

Bidder Shall Return Completed Form with Offer.



GOSS

Building Incorporated
P.O. Box 21537
Beaumont, Texas 77720

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

SEALED BID FOR:
Popeye Park Bog
IFP 14-053/KJS

RECEIVED 10:41 AM JAN 06 2015

Bid Form

We propose to furnish all labor, material and equipment, and to perform all work necessary to construct the POPEYE PARK BOG FOR JEFFERSON COUNTY SUB-COURTHOUSE, at 525 West Lakeshore Drive, Port Arthur, Texas, in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc. for the following sum:

BASE BID:

One Hundred Six Thousand	Dollars	\$ 106,000.00
	Materials	\$ 58,300.00
	Labor	\$ 47,700.00

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work within 90 calendar days.

We have visited and examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the drawings and specifications.

LIQUIDATED DAMAGES FOR DELAYS:

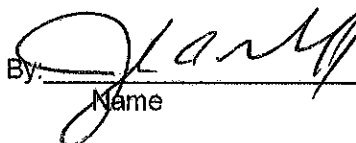
It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of two hundred dollars (\$200.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

Acknowledgment of Addenda (if any):Addendum 1 X Date Received 12/10/2014Addendum 2 Date Received Addendum 3 Date Received

SEAL

Respectfully submitted,

H. B. Neild & Sons, Inc.ContractorP. O. Box 22555AddressBeaumont, TexasCity/State/Zip1/6/2015
DateBy:  President
Name Title***Bidder Shall Return Completed Form with Offer.***

Vendor References

Please list at least three (3) customers, 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: Gulf Coast Electric

Address: 2005 Pecos, Beaumont, Texas 77707

Contact Person and Title: Kevin Picard / Owner

Phone: 409-833-3126 Fax: 409-833-4308

Contract Period: _____ Scope of Work: Electrical

REFERENCE TWO

Government/Company Name: M & D Supply

Address: 4580 College Street, Beaumont, Texas 77707

Contact Person and Title: Scott Hatcher - President

Phone: 409-842-2731 Fax: 409-842-8361

Contract Period: _____ Scope of Work: Vendor/Supplier

REFERENCE THREE

Government/Company Name: Plumbing Specialties

Address: P.O. Box 572, Beaumont, Texas 77707

Contact Person and Title: Kenny Granger - Owner

Phone: 409-832-7690 Fax: 409-832-3169

Contract Period: _____ Scope of Work: Plumbing

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.

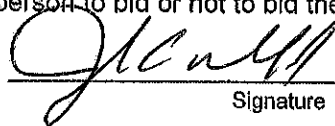
H. B. Neild & Sons, Inc.
Bidder (Entity Name)

5950 Walden Road/PO Box 22555
Street & Mailing Address

Beaumont, Texas 77707 (PO Box 77720)
City, State & Zip

409-842-2272
Telephone Number

jneild@hbneild.com
E-mail Address


Signature

John A. Neild, Jr.
Print Name

1/6/2015
Date Signed

409-842-0369
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="margin-left: 20px;">N/A</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: 20px;">(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 QUESTIONNAIREFORM 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 . . .

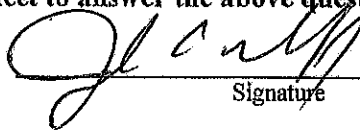
- ☒ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- ☒ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient 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.

John A. Neild, Jr.

Printed Name of Authorized Representative



Signature

President

Title

1/6/2015

Date

Bidder Shall Return Completed Form with Offer.

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: H. B. Neild & Sons, Inc. HUB: ☒ Yes ☐ No

Address: 5950 Walden Road Beaumont Texas 77707
Street City State Zip

Phone (with area code): 409-842-2272 Fax (with area code): 409-842-0369

Project Title & No.: Popeye Park Bog - Jefferson County Courthouse/Project # 14033

Prime Contract Amount: \$ 1000,000

HUB Subcontractor Name: NA

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: _____

John A. Neild, Jr.
 Printed Name of Contractor Representative


 Signature of Representative

1/6/2015
 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: H. B. Neild & Sons, Inc. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: P. O. Box 22555 Beaumont Texas 77720
Street City State Zip

Phone (with area code): 409-842-2272 Fax (with area code): 409-842-0369

Project Title & No.: Popeye Park Water Bog Project IFB/RFP No.: 14053/KJS

Total Contract: \$ 106,000.00 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: NA

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.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

- ☐ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
☒ HUBs were solicited but did not respond.
☐ HUBs solicited were not competitive.
☐ HUBs were unavailable for the following trade(s):
☐ Other:

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☒ No

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

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

Subcontractor Name: _____

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

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): John A. Neild, Jr.

Title: President

Signature:

Date: 12/18/14

E-mail address: jneild@hbneild.com

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

Name (print or type): John A. Neild, Jr.

Title: President

Date: 12/18/14

E-mail address: jneild@hbneild.com

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 H. B. Neild & Sons, Inc. [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.):	760003324
Company Name submitting bid/proposal:	H. B. Neild & Sons, Inc.
Mailing address:	P.O. Box 22555, Beaumont, Texas 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**
	N/A

* 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 John A. Neild, Jr., who
(name)
after being by me duly sworn, did depose and say:

"I, John A. Neild, Jr. am a duly authorized officer of/agent
(name)
for H. B. Neild & Sons, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said H. B. Neild & Sons, 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: H. B. Neild & Sons, Inc.

P.O. Box 22555, Beaumont, Texas 77720

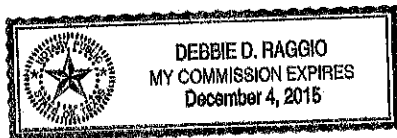
Fax: 409-842-0369 Telephone# 409-842-2272

by: John A. Neild, Jr. Title: President
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named John A. Neild, Jr. on

this the 6 day of January, 2015.



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

Bidder Shall Return Completed Form with Offer.

H. B. Neild & Sons, Inc.
P.O. Box 22555
Beaumont, Texas 77720-2555

RECEIVED 10:44 AM JAN 06 2015

Jefferson County Purchasing Department
1149 Pearl Street
Beaumont, Texas 77701

BID NAME: POPEYE PARK WATER BOG PROJECT
BID NO: IFB 14-053/KJS
DUE DATE/TIME: 11:00 AM, JANUARY 6, 2015

SEALED BID

Bid Form

We propose to furnish all labor, material and equipment, and to perform all work necessary to construct the POPEYE PARK BOG FOR JEFFERSON COUNTY SUB-COURTHOUSE, at 525 West Lakeshore Drive, Port Arthur, Texas, in accordance with drawings and specifications prepared by The LaBiche Architectural Group, Inc. for the following sum:

BASE BID:

SEVENTY - NINE THOUSAND EIGHT HUNDRED & NO CENTS -

Dollars \$ 79,860.00

Materials \$ 49,800.00

Labor \$ 30,000.00

Upon receipt of notice of acceptance of our bid, we agree to execute the Contract within 10 (ten) days after such notice, begin work on or before the date of commencement of the Work established in the Notice to Proceed, and to complete the Work within 60 calendar days.

We have visited and examined the site of the Work and the nature and kind of work to be performed and have informed ourselves of all local conditions and other things that might affect the cost or difficulty of performing the Work, and we represent and warrant that we have experience in the use of materials and methods of performance specified, and that we can and will do the Work and construct the improvements with the specified materials as contemplated and indicated by the drawings and specifications.

LIQUIDATED DAMAGES FOR DELAYS:

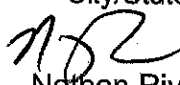
It is understood and agreed between the parties that time is of the essence of this contract, and in case the Contractor shall fail to fully, entirely, and in conformity with the provisions of this contract, perform and complete said work within the time stated in the proposal with such allowances as herein before provided or within such further time as he may be allowed by the Owner, the Architect shall compute the number of days of delinquency in said final and entire completion. It is hereby acknowledged by the Contractor that such delinquency caused additional overhead costs and expenses to the Owner.

It is hereby agreed between both parties to this contract that the amount of said damages are hereby ascertained and liquidated at the greater of two hundred dollars (\$200.00) per day of delay, or the actual measurable damages to the Owner including penalties, or other fees which may be charged to the Owner for failure to meet the time requirements. The Contractor hereby agrees to pay the stated sum to the Owner for each and every day of delinquency.

Acknowledgment of Addenda (if any):Addendum 1 X Date Received 12-10-14 Addendum 2 Date Received Addendum 3 Date Received

SEAL

Respectfully submitted,

 SeTEX Construction Corp.
Contractor 1660 S. 23rd Street
Address Beaumont, TX 77707
City/State/Zip 1-6-15
Date
By: Nathan Rivers, Executive Vice President
Name Title***Bidder Shall Return Completed Form with Offer.***

Vendor References

Please list at least three (3) customers, 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: The LaBiche Architectural Group, Inc.

Address: 7999 Gladys, Ste. 101, Beaumont, TX 77706

Contact Person and Title: Dohn LaBiche

Phone: 409-860-0197 Fax: 409-0198

Contract Period: Multiple Years Scope of Work: Schools, Churches, etc.

REFERENCE TWO

Government/Company Name: Architectural Alliance, Inc.

Address: 350 Pine Street, Ste 720, Beaumont, TX 77701

Contact Person and Title: Rob Clark

Phone: 409-866-7196 Fax: 409-866-1745

Contract Period: Multiple Years Scope of Work: Schools, Churches, etc.

REFERENCE THREE

Government/Company Name: Sigma Engineers, Inc.

Address: 4099 Calder Ave., Beaumont, TX 77706

Contact Person and Title: Sina Nejad

Phone: 409-898-1001 Fax: 409-898-3420

Contract Period: Multiple Years Scope of Work: Schools, Churches, Etc.

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) customers, 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: Port Arthur Independent School District

Address: PO Box 1388, Port Arthur, TX 77641

Contact Person and Title: Reed Richard

Phone: 409-989-6200 Fax: 409-983-1049

Contract Period: 7-27-05 to 12-14-07 Scope of Work: Wheatley Early Childhood Center

REFERENCE TWO

Government/Company Name: City of Port Arthur, Texas

Address: PO Box 1089, Port Arthur, TX 77641

Contact Person and Title: Dr. Albert Thigpen

Phone: 409-983-8218 Fax: 409-983-8291

Contract Period: Current Scope of Work: Port Arthur Parks

REFERENCE THREE

Government/Company Name: Liberty County, Texas

Address: 1923 Sam Houston, Ste 201, Liberty, TX 77575

Contact Person and Title: Judge Craig McNair

Phone: 936-336-4665 Fax: 936-336-4518

Contract Period: to 8-27-13 Scope of Work: Liberty County Community Center/Shelter

Bidder Shall Return Completed Form with Offer.

Vendor References

Please list at least three (3) customers, 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: Lamar University
 Address: PO Box 10016, Beaumont, TX 77710
 Contact Person and Title: Mike Hogan
 Phone: 409-880-8471 Fax: 409-880-2166
 Contract Period: May 2014 to Aug 2014 Scope of Work: Phase 1 & Phase 2 Dorm Cleaning

REFERENCE TWO

Government/Company Name: Lamar Institute of Technology
 Address: PO Box 10043, Beaumont, TX 77710
 Contact Person and Title: Jack Wiggins
 Phone: 409-839-2073 Fax: email: jowiggins@lit.edu
 Contract Period: 2014 Scope of Work: LIT Beeson Bldg Repairs

REFERENCE THREE

Government/Company Name: Lamar State College - Port Arthur
 Address: 1500 Proctor Street, Port Arthur, TX 77640
 Contact Person and Title: Steve Arnold
 Phone: 409-984-6250 Fax: 409-984-6007
 Contract Period: 8-6-10 to 8-10-11 Scope of Work: New Student Center

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 ☐

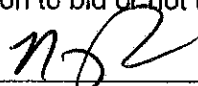
This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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.

SeTEX Construction Corp.

Bidder (Entity Name)



Signature

1660 S. 23rd Street

Street & Mailing Address

Nathan Rivers

Print Name

Beaumont, TX 77707

City, State & Zip

1-6-2015

Date Signed

409-842-8181

Telephone Number

409-842-2274

Fax Number

setex@setexconstruction.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>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(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; padding: 10px;">SeTEX Construction Corp. does not have a business relationship with an employee of the local government</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

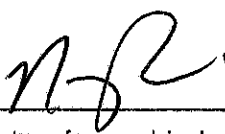
- D. Describe each affiliation or business relationship:

N/A

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

SeTEX Construction Corp. does not have a business relationship with an employee of the local government

7.



Signature of person doing business with the governmental entity

1-6-15

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 . . .

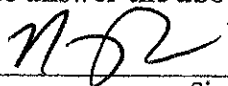
- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> 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)? |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input checked="" type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. <u>No HUB Bids Received</u> |

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.

Nathan Rivers

Printed Name of Authorized Representative



Signature

Executive Vice President

Title

1-6-15

Date

Bidder Shall Return Completed Form with Offer.

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: SeTEX Construction Corp. HUB: ☐ Yes ☒ No

Address: 1660 S. 23rd Street, Beaumont, TX 77707

Street City State Zip

Phone (with area code): 409-842-8181 Fax (with area code): 409-842-2274

Project Title & No.: Popeye Park Bog; Bid No. IFB 14-053/KJS

Prime Contract Amount: \$ 79,800.00

HUB Subcontractor Name: Southeast Texas Drywall

HUB Status (Gender & Ethnicity): Hispanic / Veteran

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

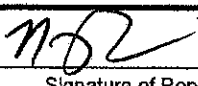
Address: 225 Hwy 365, Port Arthur, TX 77640

Street City State Zip

Phone (with area code): 409-736-9016 Fax (with area code): _____

Proposed Subcontract Amount: \$ 3500 Percentage of Prime Contract: 2 %

Description of Subcontract Work to be Performed: Painting

<u>SeTEX Construction Corp.</u>	<u></u>	<u>1-6-15</u>
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: SeTEX Construction Corp.

HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: 1660 S. 23rd Street, Beaumont, TX 77707

Street

City

State

Zip

Phone (with area code): 409-842-8181

Fax (with area code): 409-842-2274

Project Title & No.: Popeye Park Bog

IFB/RFP No.: 14-053/KJS

Total Contract: \$ 79,800.00

Total HUB Subcontract(s): \$ 3500.00

Construction HUB Goals: 12.8% MBE::

2

%

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.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

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

- ☒ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- ☒ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☒ No

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

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

Subcontractor Name: Aqua CAM

Address: 4113 Southerland Rd., Houston, TX 77092

Street

City

State

Zip

Contact person: Russell Riall

Title: _____

Phone (with area code): 832-274-5691

Fax (with area code): _____

Proposed Subcontract Amount: \$ 31,475

Percentage of Prime Contract: 38 %

Description of Subcontract Work to be Performed: Plants, Fish, Pumps, Bio Filters w/gravel, Initial Food, net, fertilizer and bacteria

Subcontractor Name: Crown Electric, Inc.

Address: 1209 Lindbergh, Beaumont, TX 77726

Street

City

State

Zip

Contact person: _____

Title: _____

Phone (with area code): 409-842-1306

Fax (with area code): 409-842-1261

Proposed Subcontract Amount: \$ 3,500

Percentage of Prime Contract: 2% %

Description of Subcontract Work to be Performed: Electrical

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): Nathan Rivers

Title: **Executive Vice President**

Signature: MxL

Date: 1-6-15

E-mail address: setex@setexconstruction.com

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

Name (print or type): Nathan Rivers

Title: Executive Vice President

Date: 1-6-15

E-mail address: setex@setexconstruction.com

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 SeTEX Construction Corp. [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.):	76-0309789
Company Name submitting bid/proposal:	SeTEX Construction Corp.
Mailing address:	PO Box 20678, Beaumont, TX 77720-0678
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**
197876	1660 23rd S ST, Beaumont

* 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 Nathan Rivers, who
(name)
after being by me duly sworn, did depose and say:

"I, Nathan Rivers am a duly authorized officer of/agent
(name)
for SeTEX Construction Corp. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said SeTEX Construction Corp.
(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: SeTEX Construction Corp.

1660 S. 23rd Street, Beaumont, TX 77707

Fax: 409-842-2274

Telephone# 409-842-8181

by: Nathan Rivers
(print name)

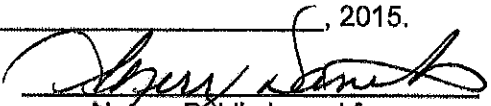
Title: Executive Vice President

Signature: 

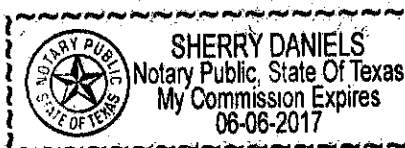
SUBSCRIBED AND SWORN to before me by the above-named
Nathan Rivers

on

this the 6th day of January, 2015.


Notary Public in and for
the State of Texas

Bidder Shall Return Completed Form with Offer.



Russell Riall/ Aqua CAM
4113 Southerland Rd. Houston, TX 77092
Office: 713-690-7054
Cell: 832-274-5691

Aqua CAM has been in business since 1984. We work with many of the top architects and landscape companies in this area. Our services include, but are not limited to, the following:

- Construct and maintain unique waters features
- aquascapes
- ponds
- lily ponds
- koi ponds
- fountains
- water features
- build streams
- wetlands
- filtration systems
- natural swimming pools
- disappearing fountains
- waterfalls

References:

Petrolink Services Inc.
 5506 Mitchelldale St.
 Houston, TX 77092

Cedar Brook Elementary
 2121 Ojeman Rd.
 Houston, TX 77080

Tony Buzbee
 1722 River Oaks Blvd.
 Houston, TX 77019

Michael Holthouse
 301 Little John
 Houston, TX 77024

Accredo Packaging
 12682 Cardinal Meadow Dr.
 Sugarland, TX 77478

Mr. and Mrs. Holcomb
 11938 Long Leaf
 Houston, TX 77024

To: Jefferson County Purchasing
Dept.

Bid Date: 1-6-15 Time: 11:00 am



SATEX
CONSTRUCTION
CORP.

Commercial
Municipal

P.O. BOX 20678 • BEAUMONT, TX 77720-0678

TO:

Jefferson County Purchasing Dept.
1149 Pearl St., 1st Floor
Beaumont, TX 77701

"SEALED BID"

Popeye Park Water Bog Project
Jefferson County Sub-Courthouse
Bid No.: IFB 14-053/KJS

RECEIVED 10:54 AM JAN 06 2015

A505

Texas Department of Agriculture Construction Contract Change Order

Owner: Jefferson County 149 Pearl Street Jefferson County, Texas 77701 Phone No.: 409-835-8593 12/31/14	Contract For: Force Main CHEEK PHASE IV Project Location: CHEEK AREA COMMUNITY JEFFERSON COUNTY, TEXAS	Region: SETRPC TxCDBG Contract No.: 713250 Change Order: No. 1				
Contractor: T. Johnson Industries, Inc. P.O. Box 8009 Lumberton, TX 77657 Phone No.: 409-246-2440	Engineer: Action Civil Engineers, PLLC 3727 Doctors Drive Port Arthur, Texas 77642 Phone No.: 409-983-6263					
Owner is requesting TDA review to determine eligibility of change order expenses.						
<u>Changes to Existing Line Items</u> (Items from original bid or added in previous change order only)						
Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price
	Rain Days					
<u>New Items Requested</u> (Items without a unit price in the original bid)						
Provide Explanation (attach separate documentation if necessary):						
Item No.	Item Description	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price	
<u>Change in Contract Price</u>			<u>Change in Contract Time</u>			
Original Contract Price:		\$139,314.00		Original Contract Time:		120 days
Previous Change Order(s) No. to No.		\$ 0.00		Net Change From Previous Change Orders		0 days
Contract Price Prior to this Change Order		\$139,314.00		Contract Time Prior to this Change Order		120 days
Net Increase/Decrease of this Change Order		\$ 0.00		Net Increase/Decrease of this Change Order		5 days
Contract Price With all Approved Change Orders		\$139,314.00		Contract Time With all Approved Change		125 days
Cumulative % Change in Contract Price: - 0.00%						

Notice: * Generally, a cumulative change in the contract price in excess of 25% cannot be approved.

* Reimbursement of costs submitted in this change order are subject to approval by the Department.

See TxCDBG Project Implementation Manual Section 5.2.5.

Region: SETRPC		TxCDBG Contract No.: 711281	
Grant Recipient: Jefferson County		Change Order No.: 1	

JUSTIFICATION FOR CHANGE	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Yes	No	N/A
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement? If yes, please attach Performance Statement modification request.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? If "Yes", is an Environmental Re-assessment required?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	-
5. Is the TCEQ clearance still valid?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearance still valid? (If no, specify):	<input checked="" type="checkbox"/>	<input type="checkbox"/>	-
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

APPROVED by Grant Recipient (Required):

Signature: _____ Title: _____ Date: _____

<p>RECOMMENDED:</p> <p>By: <u><i>William L. Larrain, P.E.</i></u></p> <p>ENGINEER (Authorized Signature)</p> <p>Date: <u>12/31/14</u></p>	<p>ACCEPTED:</p> <p>By: <u><i>Steve Hovatt</i></u></p> <p>CONTRACTOR (Authorized Signature)</p> <p>Date: <u>12-31-14</u></p>
--	---

To receive an email copy of the TDA response, provide information below:

Name	Email address
Grant Recipient	Mario Watkins mwatkins@co.jefferson.tx.us
Admin Consultant	Vivian L. Ballou vballou@carlgriffith.com
Engineering Consultant	Will Larrain, P.E. wlarrain@dpengineersinc.com

For office use only:	Eligible Change Order
Net Increase/Decrease of this Change Order Requested \$ _____	Net Increase/Decrease of this Change Order Requested _____ days
Net Increase/Decrease of this Change Order Approved \$ _____	Net Increase/Decrease of this Change Order Approved _____ days
Contract Price With all Approved Change Orders \$ _____	Contract Time With all Approved Change Orders _____ days
Notes:	

Regional Coordinator _____	Date _____
Manager _____	Date _____

ATTEST:

Carolyn L. Guidry
Carolyn L. Guidry, County Clerk

Jeff Branick
JEFFERSON COUNTY, TEXAS

Jeff Branick
Jeff Branick, County Judge

T. Johnson Industries, Inc.

P.O.Box 8009

Lumberton, Texas

77657-0009

Phone 409-246-2440 fax 409-246-3229

Email SteveHartt@gt.rr.com

December 22, 2014

Re: Cheek Force Main Project

Subject: Rain Days & Delay Days

To: Mark Kelly

Mark: Pay Request # 1 has been submitted. During this pay request time frame December 1st to December 24th T Johnson Industries incurred rain days and weather days or delay days . We are asking for extra time for the below listed days. There may be more days as this project is still ongoing and another request for additional time may be required.

Rain & Delay Days

December	18 th	Rain Day
December	19 th	Rain Day
December	22 nd	Weather Day
December	23 rd	Rain Day
December	24 th	Weather Day

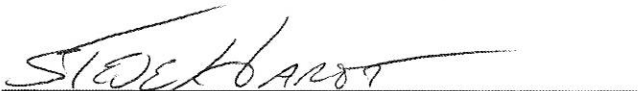
If you should have any questions please call or E-mail to discuss.

Thanks

Steve Hartt

General Manager

T. Johnson Industries, Inc.






Fixed Price Agreement for State/Local Government Pricing

You ("Customer") have requested a subscription from LexisNexis, ("LN" or "LexisNexis") to the LexisNexis® online research services (the "Online Services") listed below. In addition to the terms set forth below, access to the Online Services shall be subject to the terms and conditions set forth at www.lexisnexis.com/terms/government, which includes the General Terms & Conditions for Use of the Online Services and the applicable Price Schedule (the "Subscription Agreement"). The Subscription Agreement shall be incorporated by reference into this Agreement.

All use of LN Products and Services ordered herein must comply fully with this Agreement.

Customer: Judge Kent Walston Jefferson County 58th District Court	
[MUST BE COMPLETED BY CUSTOMER]	
Authorized Subscriber Signature:	
Printed Name:	Jeff R. Branick
Job Title:	Jefferson County Judge
Date:	January 12, 2015

1 Commitment Term and Monthly Commitment. In exchange for access to the LN Products and Services set forth below, Customer will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below. The term of this Agreement shall begin on the first date set forth below and shall end on the last date set forth in the chart below (the "Commitment Term").

Commitment Term				Monthly Commitment
Beginning	2/1/2015	To	1/31/2016	\$52.00
Beginning	2/1/2016	To	1/31/2017	\$55.00
Beginning		To		\$
Beginning		To		\$
Beginning		To		\$
Beginning		To		\$

2 Preferred Services. Customer's subscription shall include the LN Products and Services indicated in the table below which shall be referred to collectively as the "Preferred Services":

PREFERRED SERVICES			
I. ONLINE SERVICES			
	ONLINE SERVICES/MENU DESCRIPTION	SOURCE/MENU NO.	SHEPARDS
(a)	Texas Enhanced	CDENTX	Full
(b)	Government National Primary Law	GSLX0	Full
(c)	News – Large Group File	Sub625	
(d)	Law Reviews & Journals	SB0078	
(e)	TX Litigation & Transaction Guid	MBTX04	
(f)	TX Criminal Practice	MBTX10	
(g)	Moore's Federal Practice	MB0021	
(h)			
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Services			

3 Charges, Renewal Terms, and Payment Terms.

3.1 In exchange for access to the Preferred Services, Customer will pay to LN the Monthly Commitments set forth in Section 1. The Monthly Commitments include all charges for use of the Preferred Services. The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions. In addition to the Monthly Commitments, Customer may elect to have access to and use of materials and features outside of the Preferred Services, by initialing below, or by notifying LN at a later date. If elected, Customer will also pay to LN charges for such use in accordance with the Price Schedule ("Alternate Access Charges").

Subscriber elects access to the Alternate Materials

(Initial)

3.2 Customer may not terminate this Agreement under Section 5.2 of the General Terms during the Commitment Term. This Agreement may be terminated by Customer on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

3.3 Each Monthly Commitment and Alternate Access Charges are due and payable within 30 days from receipt of invoice. If a Monthly Commitment or Alternate Access Charges not the subject of a legitimate dispute should remain unpaid for more than 75 days after becoming due, then LN reserves the right to require each remaining unpaid Monthly Commitment for the Commitment Term to immediately be paid in full to LN. LN may temporarily suspend access to any or all of the LN Products and Services provided under this Agreement until all unpaid amounts are paid in full. Amounts which have not been paid within 30 days after the invoice date may thereafter, until paid, be subject to interest charges at a rate not to exceed that permitted under New York law, at the sole discretion of LN. Customer shall pay LN the then-current non-sufficient funds fee for all returned checks. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Customer more than 24 months after such amounts were first billed to Customer.

4 AUTHORIZED USERS FOR ONLINE SERVICES. This Agreement relates only to the Customer's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized Users" shall have the meaning set forth in the General Terms & Conditions for Use of the Online Services.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
TBD	Beaumont, TX

5 CERTIFICATION.

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

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

5.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	
--------------------------------	--

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

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

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

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

6 SUPPORT AND TRAINING

During the Term, Customer, with the support of LN, agrees to encourage the effective use of the LN Online Services through:

- (a) Mandatory basic training in the use of the Online Services by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorized the periodic distribution of memos or other communications by LN and/or Customer to Authorized Users; and
- (d) The period review with LN of Customer's Authorized User's use of materials and training under this Agreement.

7 MISCELLANEOUS

7.1 LN makes certain terms and other information applicable to this Agreement available online on the World Wide Web at one or more sites identified by LN. Customer acknowledges that it has access to the World Wide Web.

7.2 To the extent any terms and conditions of this Section are in conflict with other applicable terms, such terms and conditions shall be resolved in the following order of precedence: this Agreement, then the applicable online terms referenced above.

7.3 The prices and other terms in this Agreement are subject to change if Customer has not submitted a signed original or copy on or before 1/20/2015, which will be the closed offer date.

[End of Fixed Price Agreement for State/Local Government Pricing]

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)	Judge Kent Walston Jefferson County 58th District Court	
Physical Address		Invoice Address
Street Address:	1149 Pearl Street	1149 Pearl Street
City:	Beaumont	Beaumont
State:	TX	TX
Zip:	77701	77701
County:		
Telephone:	409-835-8434	
Fax:		
Parent Company: (if applicable)		

Type of Organization:

☐ Law Firm
 ☐ Publicly Traded
 ☐ Private Corp
 ☐ Partnership/LLC
 ☐ Sole Proprietor

No. of Attorneys: _____

Practicing Area of Law: _____

Ticker Symbol: _____

Exchange: _____

No. of Employees: _____

No. of years in business: _____

Bar/Business/Prof. Lic No: _____

Employer Identification Number: _____

Date Issued/Expiration Date: _____

Issuing State: _____

Dun & Bradstreet Number/
Martindale-Hubbell Rating: _____

Organization Web Address: _____

Contacts:

	Name	Telephone	Email
Installation:	Judge Kent Walston	409-835-8434	kwalston@co.jefferson.tx.us
Billing:	Judge Kent Walston	409-835-8434	kwalston@co.jefferson.tx.us
Policy/Legal Notification:	Judge Kent Walston	409-835-8434	kwalston@co.jefferson.tx.us
Scheduling/Training:	Judge Kent Walston	409-835-8434	kwalston@co.jefferson.tx.us

	Name	Telephone
Super Admin:	Judge Kent Walston	kwalston@co.jefferson.tx.us
	Email	IP Address

CUSTOMER ID INFORMATION (Please type or print)

ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/>)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
Kent Walston	JUDGE	kwalston@co.jefferson.tx.us	1149 Pearl Street

BANKING INFORMATION (Please type or print):

1. Organization Name: _____
2. ☐ Automatic Payment Method ☐ - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.

Authorized Signature for Automatic _____

<input type="checkbox"/> Select method of credit card payment <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> AMEX <input type="checkbox"/>	← OR →	<input type="checkbox"/> Automatic Debit to Checking Account (attach copy of <input type="checkbox"/> voided check)
---	--------	--

Credit Card #: _____ - _____ - _____ - _____ Exp Date: _____

3. ☐ No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:

Bank Name & Address: _____

Bank #: _____ Account #: _____



Fixed Price Agreement for State/Local Government Pricing

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All use of LN Products and Services ordered herein must comply fully with this Agreement.

Customer: Judge Clint Woods Jefferson County Court at Law No. 3

[MUST BE COMPLETED BY CUSTOMER]

Authorized Subscriber Signature:

Printed Name:

Job Title:

Date:

Jeff R. Branick

Jefferson County Judge

January 12, 2015

1 Commitment Term and Monthly Commitment. In exchange for access to the LN Products and Services set forth below, Customer will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below. The term of this Agreement shall begin on the first date set forth below and shall end on the last date set forth in the chart below (the "Commitment Term").

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Beginning		To		\$
Beginning		To		\$
Beginning		To		\$
Beginning		To		\$

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PREFERRED SERVICES		
I. ONLINE SERVICES		
ONLINE SERVICES/MENU DESCRIPTION	SOURCE/MENU NO.	SHEPARDS
(a) Texas Enhanced	CDENTX	Full
(b) Government National Primary Law	GSLIX0	Full
(c) News – Large Group File	Sub625	
(d) Law Reviews & Journals	SB0078	
(e) TX Litigation & Transaction Guid	MBTX04	
(f) TX Criminal Practice	MBTX10	
(g) Moore's Federal Practice	MB0021	
(h)		
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Services		

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- (d) The period review with LN of Customer's Authorized User's use of materials and training under this Agreement.

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[End of Fixed Price Agreement for State/Local Government Pricing]

CUSTOMER INFORMATION (Please type or print):

Organization Name: (Full Legal Name)	Judge Clint Woods Jefferson County Court at Law No. 3	
Physical Address		Invoice Address
Street Address:	1001 Pearl Street	1001 Pearl Street
City:	Beaumont	Beaumont
State:	TX	TX
Zip:	77701	77701
County:		
Telephone:	409-835-8698	
Fax:		
Parent Company: (if applicable)		

Type of Organization:

☐ Law Firm
 ☐ Publicly Traded
 ☐ Private Corp
 ☐ Partnership/LLC
 ☐ Sole Proprietor

No. of Attorneys: _____

Practicing Area of Law: _____

Ticker Symbol: _____

Exchange: _____

No. of Employees: _____

No. of years in business: _____

Bar/Business/Prof. Lic No: _____

Employer Identification Number: _____

Date Issued/Expiration Date: _____

Issuing State: _____

Dun & Bradstreet Number/
Martindale-Hubbell Rating: _____

Organization Web Address: _____

Contacts:

	Name	Telephone	Email
Installation:	Judge Clint Woods	409-835-8698	cwoods@co.jefferson.tx.us
Billing:	Judge Clint Woods	409-835-8698	cwoods@co.jefferson.tx.us
Policy/Legal Notification:	Judge Clint Woods	409-835-8698	cwoods@co.jefferson.tx.us
Scheduling/Training:	Judge Clint Woods	409-835-8698	cwoods@co.jefferson.tx.us

	Name	Telephone
Super Admin:	Judge Clint Woods	409-835-8698
	Email	IP Address
	cwoods@co.jefferson.tx.us	

CUSTOMER ID INFORMATION (Please type or print)

ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/>)	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
Clint Woods	judge	cwoods@co.jefferson.tx.us	1001 Pearl Street

BANKING INFORMATION (Please type or print):

1. Organization Name: _____
2. ☐ Automatic Payment Method ☐ - Yes, I want to utilize the automatic payment method (select MasterCard, Visa, Amex or Checking Account). I authorize my bank to make payment by the method indicated below and post it to my account. I understand that I am in full control of my payment. If at any time I decide to discontinue the automatic payment method, I will give ten days written notice to the Billing Department of LexisNexis at 9443 Springboro Pike, Miamisburg OH 45342.

Authorized Signature for Automatic _____

<input type="checkbox"/> Select method of credit card payment <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> AMEX <input type="checkbox"/>	←OR→	<input type="checkbox"/> Automatic Debit to Checking Account (attach copy of <input type="checkbox"/> voided check)
--	------	---

Credit Card #: _____ - _____ - _____ - _____ Exp Date: _____

3. ☐ No, I do not want to utilize the Automatic Payment Method, I prefer to be invoiced monthly, and provide the following credit reference to process my account:

Bank Name & Address: _____

Bank #: _____ Account #: _____



BOB WORTHAM
CRIMINAL DISTRICT ATTORNEY

Jefferson County Courthouse
1085 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
FAX (409) 784-5893

CORY J. H. CRENSHAW
First Assistant

ASHLEY CHASE
Criminal Chief

WAYLN THOMPSON
Appellate Chief

GARY REAVES
Public Integrity

PAT KNAUTH
Executive Assistant

KATHLEEN M. KENNEDY
Civil Chief

RANDI KING
Family Chief

JAMES ARCENEUX
Chief Investigator

TO: Patrick Swain
Jefferson County Auditor's Office

FROM: Bob Wortham

DATE: January 7, 2015

RE: Salary Budget Changes

The newly elected District Attorney, Bob Wortham, would like to implement a five budgeted salary reallocations for Attorney positions, and two budget transfers for Investigator position and the VAWA Investigator which will result in a net zero effect on the total current budget.

Please see the following attachment with my requests. Thank you for your consideration in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Bob Wortham", with a stylized flourish at the end.

Bob Wortham

Cc: Honorable Jeff Branick, County Judge

REDUCE SALARY OF ATTORNEY POSITION #22

Decrease salary of position #22 by \$10,000.00.

Current salary is at \$114,672.48

Salary will be at \$104,672.48

INCREASE SALARY OF ATTORNEY POSITION #18

Increase salary of position #18 by \$10,852.00.

Current salary is at \$86,148.00

New salary will be at \$97,000.00

***We are wanting to use some of the monies from Post.#22 and Post.
#23 to make up the \$10,852.00***

REDUCE SALARY OF ATTORNEY POSITION #23

Decrease salary of position #23 by \$28,930.00.

Current salary is at \$88,930.00

Salary will be at \$60,000.00

INCREASE SALARY OF ATTORNEY POSITION #15

Increase salary of position #15 by \$7,500.00.

Current salary is at \$75,916.00

Salary will be at \$83,416.00

*** We are also wanting to use some of the monies from Post. #22 and
Post. #23 to make up the \$7,500.00***

INCREASE SALARY OF INVESTIGATOR POSITION #3

Increase salary of position #3 by \$9,673.00.

Current salary is at \$78,477.00

Salary will be at \$88,150.00

We are wanting to use some of the monies from Post. #22 and Post. #23 to make up the \$9,673.00

120-2030-412-1026	Investigator	\$9,673	
120-2030-412-1024	Attorney		\$9,673

INCREASE SALARY OF ATTORNEY POSITION #9

Increase salary of position #9 by \$4,999.92.

Current salary is at \$82,646.00

Salary will be at \$87,645.92

We are also wanting to use some of the monies from Post. #22 and Post. #23 to make up the \$4,999.92

VAWA INVESTIGATOR

Increase county salary of VAWA Investigator by 5,905.00.

Current VAWA county supplement is \$14,010.00

County VAWA county supplement be \$19,915.00

We are wanting to use some of the monies from Post. #22 and Post. #23 to make up the \$5,905.00

Consider and approve budget transfer – DA – reallocation of available salary budget to VAWA investigator supplement

120-2030-412-1091	VAWA Supplement	\$5,905	
120-2030-412-1024	Attorney		\$5,905

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT **No.6878** (hereafter referred to as "Agreement") dated as of **January 22, 2015**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **Jefferson County**, a political subdivision or agency of the State of Texas (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided in Section 2 hereof, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the lease hereunder shall commence upon the dated date of the lease and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Non-Appropriation and Right of Termination. The obligations of Lessee to make Lease Payments (called for in Exhibit B) and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to make such an appropriation prior to a fiscal period of Lessee for the Lease Payments scheduled in such a fiscal period, this Agreement shall terminate at the end of the last fiscal period immediately preceding the fiscal period for which funds have not been appropriated. The Lessee shall deliver notice to Lessor of such termination at least forty-five (45) days prior to such termination, but failure to give such notice shall not prevent the termination of this Agreement. Upon any such termination of this Agreement, all of Lessee's right, title and interest in and its obligations under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period of Lessee for which such an appropriation was made.

3. Taxes. In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or State income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) Lessee has budgeted and appropriated for the current fiscal period sufficient funds to make the Lease Payments scheduled to come due in the current fiscal period and all other Payments expected to come due in the current fiscal period; Lessee currently expects to budget and appropriate sufficient funds to pay the Lease Payments coming due hereunder in each future fiscal period, but the decision whether to budget and appropriate funds for any future fiscal period is solely within the discretion of the then-current governing body of Lessee;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of, performance of, or expenditure of funds pursuant to this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future.

(f) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(g) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.

5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. Any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.



GOVERNMENT CAPITAL
CORPORATION

6. Maintenance. Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either **(a)** replace the same with like property in good repair or **(b)** on the next Lease Payment Date, pay Lessor **(i)** all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and **(ii)** an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insured as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverage together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of this Section, Lessee shall indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

11. Indemnification. Lessee shall indemnify, to the extent permitted by law, and save harmless, Lessor and its agents, employees, officers and directors from and, at Lessee's expense, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind or nature which in any way relate to or arise out of this Agreement or the ownership, rental, possession, operation, condition, sale or return of the Property. All amounts which become due from Lessee under this Section 11 shall be credited with any amounts received by the Lessor from insurance provided by the Lessee and shall be payable by Lessee within thirty (30) days following demand therefor by Lessor and shall survive the termination or expiration of this Agreement.

12. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, ALL OF WHICH ARE HEREBY ASSIGNED TO LESSEE, LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

13. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase

Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;

(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 20 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses", as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(6) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property.

16. Assignment. Without Lessor's prior written consent, which shall not be unreasonably withheld, Lessee will not either **(i)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or **(ii)** sublet or lend the Property or permit it to be used by anyone other than Lessee, Lessee's employees, or. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

17. Personal Property. The Property is and shall at all times be and remain personal property.

18. Title. Upon acceptance of the Property by Lessee hereunder, Lessee shall have title to the Property during the term of this Agreement; however, in the event of **(i)** an Event of Default hereunder and for so long as such Event of Default is continuing, or **(ii)** termination of this Agreement pursuant to the provisions of Section 2 hereof, title shall be reverted immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise.

19. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

20. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

21. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

22. Security Interest. As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Property, all accessions thereto and proceeds therefrom, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Property is located or any other State which may have jurisdiction over the Property. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Property or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. Lessee hereby authorizes Lessor or its agent or assigns to sign and execute on its behalf any and all necessary UCC-1 forms to perfect the Purchase Money Security interests herein above granted to Lessor.

23. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2015. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

24. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

25. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee will take no action that would cause the interest portion of the Lease Payments to become coverage in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the "Code") and Treasury Regulations promulgated thereunder (the "Regulations"), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest portion of the Lease Payments does not become coverage in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(c) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(d) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(e) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(f) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(g) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(h) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(i) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(j) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(k) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(l) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2015.

Lessor: Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature: _____

Print Name: _____

Print Title: _____

Lessee: Jefferson County

Jeff Branick, County Judge
1149 Pearl Street
Beaumont, TX 77701

Witness Signature: _____

Print Name: _____

Print Title: _____

EXHIBIT A DESCRIPTION OF PROPERTY

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.6878 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, Jefferson County

Dated as of January 22, 2015

Election System Hardware/Software as follows:

QTY	UNIT	DESCRIPTION
HARDWARE		
64	Judge's Booth Controller (JBC)	Controller for eState polling place equipment
128	Paper roll	Paper roll used with JBC
64	JBC Storage and Transport Box	Reinforced, padded plastic box for storage and stacking
367	eState	Electronic voting unit
367	eState voting booth	Standard voting booth for standard eState voting unit
1	eScan	Precinct-based ballot scanning unit
2	Paper roll	Paper roll used with eScan
1	eScan Ballot Box	Ballot box (tub) for use with eScan
55	Disabled Access Unit (DAU)	Disabled access voting unit
55	eState accessible voting booth	Wheelchair-accessible voting booth for the DAU-equipped eState voting unit
55	Headphones	Headphones used with DAU voting unit
30	Mobile Ballot Box (MBB) /Audio Card	Spare flash memory card or audio card for use with Hart Voting equipment
120	Mobile Ballot Box (MBB) audio card	Flash memory card or audio cards
53	Casters for Caddy	Set of 4 wheels for storage caddy
53	Storage Caddy	Additional storage unit for HVS equipment
SOFTWARE		
1	BOSS software - First Seat	BOSS software license
1	Tally software - First Seat	Tally software license
1	Ballot Now software - First Seat	Ballot Now software license
1	SERVO software - First Seat	SERVO software license
OTHER HARDWARE		
1	Personal computer, Win7	PC workstation for BOSS
1	Personal computer, Win7	PC workstation for Tally
1	Personal computer, Win7	PC workstation for Ballot Now
1	Personal computer, Win7	PC workstation for SERVO
1	Personal computer, Win7	For use as a Tally backup
5	Mobile Ballot Box (MBB) / audio card	Flash memory card or audio cards included with computer equipment
5	ATA card reader/writer	Flash memory card reader/writer included with computer equipment
5	eState Cryptographic Module (eCM)	Electronic security token included with computer equipment
1	Qatech Card & Cable	Card & cable included with computer equipment
1	Crossover cable	Crossover cable included with SERVO
1	Scanner	Kodak i660 high-volume scanner

PROPERTY LOCATION:

Jefferson County Auditor's Office
1149 Pearl Street
Beaumont, TX 77701

EXHIBIT B**>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<**TEXAS MUNICIPAL LEASE PURCHASE AGREEMENT **No.6878** (THE "AGREEMENT")

BY AND BETWEEN

Lessor: Government Capital Corporation *and***Lessee:** Jefferson County

Schedule dated as of January 22, 2015

PMT NO.	PMT DATE MO DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	1/22/2016	\$369,835.22	\$46,440.28	\$323,394.94	N/A
2	1/22/2017	\$369,835.22	\$37,643.94	\$332,191.28	N/A
3	1/22/2018	\$369,835.22	\$28,608.34	\$341,226.88	\$717,531.73
4	1/22/2019	\$369,835.22	\$19,326.97	\$350,508.25	\$362,405.91
5	1/22/2020	\$369,835.22	\$9,793.17	\$360,042.05	\$1.00
Grand Totals		\$1,849,176.10	\$141,812.70	\$1,707,363.40	

Interest Rate: 2.72%

Accepted By Lessee: _____
 Jeff Branick, County Judge

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.6878 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, Jefferson County

Dated as of January 22, 2015

I, Carolyn Guidry, do hereby certify that I am the duly elected or appointed and acting County Clerk (Keeper of the Records), of Jefferson County, a political subdivision or agency duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Texas Municipal Lease-Purchase Agreement dated as of January 22, 2015, between such entity and Government Capital Corporation.

NameTitleSignature

Jeff Branick

County Judge

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this _____ day of _____, 2015.

By Lessee:

Carolyn Guidry, County Clerk

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. **The following information is provided about insurance— (PLEASE FILL IN THE INFORMATION BELOW)**

INSURANCE COMPANY/AGENT'S NAME: _____

INSURANCE COMPANY ADDRESS: _____

PHONE NUMBER: _____

POLICY NUMBER: _____

I, Jeff Branick, County Judge, of Jefferson County ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of January 22, 2015, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose:

(PLEASE FILL OUT PRIMARY USE BELOW)**PRIMARY USE** _____

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2015.

By Lessee:

Jeff Branick, County Judge

For Lessee: Jefferson County

CERTIFICATE OF ACCEPTANCE

TEXAS MUNICIPAL LEASE-PURCHASE AGREEMENT No.6878 (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, Jefferson County
Dated as of January 22, 2015

1. **ACCEPTANCE:** In accordance with the Agreement, Lessee hereby certifies that all of the Property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) had been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purposes, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of this Agreement.

By Lessee:

_____*_____
Jeff Branick, County Judge

For Lessee: Jefferson County

ACCEPTED on this the _____ day of _____, 2015.

(*) ACCEPTANCE MUST BE SIGNED **ONLY** IF **NO** ESCROW AGREEMENT IS INCLUDED

2. **PROPERTY:**

ELECTION SYSTEM HARDWARE/SOFTWARE, SEE ATTACHED EXHIBIT A.

3. **USE:** The primary use of the Property is as follows **(PLEASE FILL OUT PRIMARY USE BELOW)**

PRIMARY USE-- _____

4. **PROPERTY LOCATION:**

Jefferson County Auditor's Office
1149 Pearl Street
Beaumont, TX 77701

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed:

Jefferson County
Attn.: Patrick Swain, County Auditor
1149 Pearl Street
Beaumont, TX 77701

6. **INSURANCE:** Lessee certifies that property and liability insurance have been secured in accordance with the Agreement and such coverage will be maintained in force for the term of the Agreement. Lessor will be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. **(PLEASE CONFIRM INSURANCE TYPE BELOW)**

_____ Company Insured _____ Election to self-insure in accordance with Section 10 of the Agreement.

7. **MAINTENANCE:** In accordance with Section 6 of the Agreement, Lessee agrees to, at its own expense, service, repair and maintain the Property for the term of the Agreement as follows: **(PLEASE CONFIRM MAINTENANCE TYPE BELOW)**

_____ Maintenance Contract _____ Election to self-maintain

TAX AND ARBITRAGE CERTIFICATE

LEASE AGREEMENT NO.6878 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and Lessee, Jefferson County

Dated as of January 22, 2015

This **Tax and Arbitrage Certificate** is executed on this ____ day of _____, 2015 by the undersigned ("Lessee") and pertains to that equipment lease or financing agreement dated January 22, 2015, as is more fully described above (the "Lease"). This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulation, Sections 1.141-1 through 1.141-15, 1.148-0 through 1.148-11, 1.149(d), 1.149(g)-1, 1.150-1 and 1.150-2 (the "Regulations"). Lessee hereby agrees that: (a) proceeds derived from the issuance of the Lease shall only be used to acquire equipment that has a governmental purpose and will not be used to acquire equipment that will benefit any private business activity; (b) proceeds derived from the issuance of the Lease shall never be invested in instruments yielding an interest rate return in excess of the rate of interest set forth in the Lease; (c) proceeds derived from the issuance of the Lease shall be fully and completely expended for their anticipated purpose within at least one year from the date of the Lease; (d) proceeds derived from the issuance of the Lease shall not be used to finance any acquisition other than the purchase of that equipment identified in the Lease along with related costs and costs of issuance; (e) the repayment of the Lease is not guaranteed directly or indirectly by the federal government; (f) Lessee shall execute a Form 8038-G and allow for such to be filed of record with the Internal Revenue Service; (g) the Lease is in registered form and that the Lessee shall maintain a record regarding the ownership of the Lease and the payment of all sums payable under the Lease; (h) the proceeds derived from the issuance of the Lease are not in excess of the sum required in order to acquire the property that is the subject of the Lease and to fund the costs associated with the issuance of the Lease; (i) Lessee does not currently contemplate the sale or disposition of the equipment that is the subject of the Lease prior to the expiration of the Lease's payment terms; and (j) the Lessee shall otherwise abide by all applicable rules and regulations related to the issuance of the Lease.

To the best of the knowledge and belief of the undersigned, the expectations as set forth above, are reasonable; and there are no present facts, estimates, and circumstances which would change the foregoing expectations. Lessee has not been notified of the listing, or proposed listing of it, by the Internal Revenue Service as an Issuer whose arbitrage certificates may not be relied upon.

Executed on the date first referenced above.

Lessee: Jefferson County

 Jeff Branick, County Judge
 1149 Pearl Street
 Beaumont, TX 77701

[to be retyped on letterhead of lessee's counsel]

Government Capital Corporation
 Attention: Documentation Department
 345 Miron Drive
 Southlake, TX 76092

RE: Texas Municipal Lease-Purchase Agreement No.6878 (the "Agreement")

Dear Lessor,

I have acted as Counsel to Jefferson County with respect to that certain Texas Municipal Lease-Purchase Agreement No.6878, by and between Government Capital Corporation as Lessor and Jefferson County as Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

1. The Lessee is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
2. The execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and
3. The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
4. The above opinions may be relied upon by the Lessee, Lessor, or its Assigns.

Sincerely,

Attorney at Law

RESOLUTION # _____

A RESOLUTION REGARDING A LEASE PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING AN
"ELECTION SYSTEM HARDWARE/SOFTWARE".

WHEREAS, the Jefferson County desires to enter into that certain Lease-Purchase Agreement No.6878, by and between Jefferson County and Government Capital Corporation, for the purpose of financing an ***"Election System Hardware/Software"***. The Jefferson County desires to designate this Agreement as a "qualified tax exempt obligation" of the Jefferson County for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The Jefferson County desires to designate Jeff Branick, County Judge, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE JEFFERSON COUNTY:

Section 1. That the Jefferson County enters into a Lease Purchase Agreement with Government Capital Corporation for the purpose of financing an ***"Election System Hardware/Software"***.

Section 2. That the Lease Purchase Agreement dated as of January 22, 2015, by and between the Jefferson County and Government Capital Corporation is designated by the Jefferson County as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Jefferson County designates Jeff Branick, County Judge, as an authorized signer of the Lease Purchase Agreement No. 6878 by and between the Jefferson County and Government Capital Corporation.

PASSED AND APPROVED by the Board of the Jefferson County in a meeting held on the _____day of _____, 2015.

Lessee: Jefferson County

Witness Signature

 Jeff Branick, County Judge

 Carolyn Guidry, County Clerk

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name <u>Jefferson County</u>	2 Issuer's employer identification number (EIN) <u>74-6000291</u>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <u>Patrick Swain, County Auditor</u>	3b Telephone number of other person shown on 3a <u>409-835-8500</u>	
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite <u>1149 Pearl Street</u>	5 Report number (For IRS Use Only) <div style="border: 1px solid black; width: 100px; height: 20px; display: flex; align-items: center; justify-content: center;">3</div>	
6 City, town, or post office, state, and ZIP code <u>Beaumont, TX 77701</u>		7 Date of issue
8 Name of issue <u>Agreement No.6878</u>		9 CUSIP number <u>None</u>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <u>Jeff Branick, County Judge</u>		10b Telephone number of officer or other employee shown on 10a <u>409-835-8500</u>

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education 12 Health and hospital 13 Transportation 14 Public safety 15 Environment (including sewage bonds) 16 Housing 17 Utilities 18 Other. Describe ► <u>Election System Hardware/Software</u> 19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/> If obligations are BANs, check only box 19b <input type="checkbox"/> 20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>	11 12 13 14 15 16 17 18	<div style="border: 1px solid black; width: 100%; height: 100%;"></div>	<div style="border: 1px solid black; width: 100%; height: 100%;"></div>
<div style="display: flex; justify-content: space-between;"> 18 \$1,707,363 40 </div>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>01-22-2020</u>	\$ <u>1,707,363.40</u>	\$ <u>N/A</u>	<u>5</u> years	<u>2.72</u> %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest 23 Issue price of entire issue (enter amount from line 21, column (b)) 24 Proceeds used for bond issuance costs (including underwriters' discount) 25 Proceeds used for credit enhancement 26 Proceeds allocated to reasonably required reserve or replacement fund 27 Proceeds used to currently refund prior issues 28 Proceeds used to advance refund prior issues 29 Total (add lines 24 through 28) 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	22 23 24 25 26 27 28 29 30	<div style="border: 1px solid black; width: 100%; height: 100%;"></div>	<div style="border: 1px solid black; width: 100%; height: 100%;"></div>
<div style="display: flex; justify-content: space-between;"> 24 N/A 25 N/A 26 N/A 27 N/A 28 N/A </div>			
<div style="display: flex; justify-content: space-between;"> 29 N/A 30 N/A </div>			

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded 32 Enter the remaining weighted average maturity of the bonds to be advance refunded 33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) 34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	<div style="border: 1px solid black; width: 100%; height: 100%;"></div>
<div style="display: flex; justify-content: space-between;"> N/A years N/A years N/A </div>	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	<input checked="" type="checkbox"/>	
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	<input type="checkbox"/>	
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box	<input type="checkbox"/>	
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box	<input type="checkbox"/>	
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	<input type="checkbox"/>	
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative: _____ Date: _____

 Type or print name and title: Jeff Branick, County Judge

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no. ▶			

PGM: GMCOMMV2	DATE 01-12-2015	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
ROAD & BRIDGE PCT.#1		
CARQUEST AUTO PARTS # 96	55.93	402533
HYDRAULIC & AIR REPAIR	509.84	402552
MUNRO'S	33.00	402564
SOUTHERN TIRE MART, LLC	1,011.97	402598
SHI GOVERNMENT SOLUTIONS, INC.	328.20	402612
TASCO	569.41	402633
PORTABLE SERVICES	1,200.00	402660
		3,708.35**
ROAD & BRIDGE PCT.#2		
ENTERGY	6.49	402548
		6.49**
ROAD & BRIDGE PCT. # 3		
ENTERGY	277.03	402548
W. JEFFERSON COUNTY M.W.D.	26.93	402592
DEPARTMENT OF INFORMATION RESOURCES	.15	402604
		304.11**
ROAD & BRIDGE PCT.#4		
APAC, INC. - TROTTI & THOMSOM	534.85	402527
BRANCE KRACHY CO., INC.	6.21	402529
ENTERGY	14.18	402548
KAY ELECTRONICS, INC.	53.25	402554
M&D SUPPLY	66.43	402559
MUNRO'S	319.72	402564
DEPARTMENT OF INFORMATION RESOURCES	.03	402604
UNITED STATES POSTAL SERVICE	10.84	402610
PCM-G	2,190.00	402661
		3,195.51**
PARKS & RECREATION		
AT&T	28.91	402581
W. JEFFERSON COUNTY M.W.D.	52.26	402592
		81.17**
GENERAL FUND		
TAX OFFICE		
GULF COAST INSURANCE AGENCY	71.00	402547
HERNANDEZ OFFICE SUPPLY, INC.	31.44	402550
OFFICE DEPOT	991.54	402570
PITNEY BOWES, INC.	21.00	402576
ACE IMAGEWEAR	20.69	402579
SOUTHEAST TEXAS WATER	226.45	402580
AT&T	101.16	402581
DEPARTMENT OF INFORMATION RESOURCES	.16	402604
UNITED STATES POSTAL SERVICE	1,259.94	402610
JEFFERSON COUNTY CREDIT CARDS	30.00	402671
ROCHESTER ARMORED CAR CO INC	352.00	402672
		3,105.38*
AUDITOR'S OFFICE		
UNITED STATES POSTAL SERVICE	13.01	402610
THOMSON REUTER TAX & ACCNTG INC R&G	227.25	402650
		240.26*
COUNTY CLERK		
KIRKSEY'S SPRINT PRINTING	77.85	402556
XEROX CORPORATION	1,071.05	402596
UNITED STATES POSTAL SERVICE	189.42	402610
CAROLYN GUIDRY	96.11	402632
FILEX SYSTEMS, INC.	1,040.00	402676
		2,474.43*
COUNTY JUDGE		
JAN GIROUARD & ASSOCIATES	600.00	402545
FRED JACKSON	81.27	402653
JUSTIN G SANDERSON	200.00	402685
		881.27*
RISK MANAGEMENT		

PGM: GMCOMMV2	DATE 01-12-2015	AMOUNT	CHECK NO.	PAGE: 2 109 TOTAL
OFFICE DEPOT		109.98	402570	
UNITED STATES POSTAL SERVICE		1.22	402610	
COUNTY TREASURER				111.20*
UNITED STATES POSTAL SERVICE		4.87	402610	
PCM-G		2,190.00	402661	
PRINTING DEPARTMENT				2,194.87*
OLMSTED-KIRK PAPER		2,118.31	402572	
CIT TECHNOLOGY FINANCING SERVICE		499.00	402652	
PURCHASING DEPARTMENT				2,617.31*
OFFICE DEPOT		72.07	402570	
GENERAL SERVICES				72.07*
CASH ADVANCE ACCOUNT		50.00	402553	
TIME WARNER COMMUNICATIONS		2,447.01	402585	
TEXAS WILDLIFE DAMAGE MGMT FUND		2,700.00	402587	
INTERFACE EAP		1,679.70	402597	
VERIZON WIRELESS		303.92	402607	
MCGRIFF, SEIBELS & WILLIAMS OF TX		1,435.00	402620	
JOHN PAUL'S		103.55	402667	
ANTHONY ICENOGLE		2,849.50	402694	
SPOK INC		3.00	402697	
DATA PROCESSING				11,571.68*
GUARDIAN FORCE		36.00	402521	
SOUTHERN COMPUTER WAREHOUSE		872.72	402526	
OFFICE DEPOT		129.69	402570	
CDW COMPUTER CENTERS, INC.		432.37	402602	
MICHAEL BAIN		229.60	402645	
PCM-G		120.00	402661	
JEFFERSON COUNTY CREDIT CARDS		212.00	402671	
SPOK INC		12.06	402697	
VOTERS REGISTRATION DEPT				2,044.44*
OFFICE DEPOT		129.07	402570	
UNITED STATES POSTAL SERVICE		84.46	402610	
DISTRICT ATTORNEY				213.53*
SOUTHERN COMPUTER WAREHOUSE		346.79	402526	
GT DISTRIBUTORS, INC.		249.75	402543	
OFFICE DEPOT		865.95	402570	
PENGAD		125.39	402573	
TDCAA BOOK ORDERS		176.00	402584	
UNITED STATES POSTAL SERVICE		171.86	402610	
THOMSON REUTERS-WEST		188.74	402687	
HIGGINBOTHAM INSURANCE AGENCY INC		100.00	402702	
DISTRICT CLERK				2,224.48*
KIRKSEY'S SPRINT PRINTING		1,675.95	402556	
OFFICE DEPOT		172.82	402570	
UNITED STATES POSTAL SERVICE		181.14	402610	
CRIMINAL DISTRICT COURT				2,029.91*
DAVID W BARLOW		4,166.50	402528	
MARSHA NORMAND		8,333.00	402567	
UNITED STATES POSTAL SERVICE		10.07	402610	
JAMES R. MAKIN, P.C.		404.89	402675	
58TH DISTRICT COURT				12,914.46*
KIRKSEY'S SPRINT PRINTING		25.95	402556	
SOUTHEAST TEXAS WATER		29.95	402580	

PGM: GMCOMMV2	DATE 01-12-2015	AMOUNT	CHECK NO.	PAGE: 3 110 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	.41	402610		
JEFFERSON COUNTY CREDIT CARDS	1,157.85	402671		
136TH DISTRICT COURT				1,214.16*
CAYLA CALAMIA	408.00	402531		
UNITED STATES POSTAL SERVICE	.81	402610		
PCM-G	1,095.00	402661		
252ND DISTRICT COURT				1,503.81*
DAVID W BARLOW	4,166.50	402528		
MIKE VAN ZANDT	8,333.00	402590		
BRACK JONES JR.	8,333.33	402599		
UNITED STATES POSTAL SERVICE	128.93	402610		
SHEIGH SUMMERLIN	8,333.33	402636		
JEFFERSON COUNTY CREDIT CARDS	1,369.96	402671		
279TH DISTRICT COURT				30,665.05*
CATHERINE BRUNEY	1,050.00	402551		
JONATHAN L. STOVALL	75.00	402674		
MELANIE AIREY	225.00	402703		
317TH DISTRICT COURT				1,350.00*
JUDY PAASCH	2,278.33	402628		
JEFFERSON COUNTY CREDIT CARDS	340.00	402671		
JUSTICE COURT-PCT 1 PL 1				2,618.33*
UNITED STATES POSTAL SERVICE	19.33	402610		
JUSTICE COURT-PCT 1 PL 2				19.33*
UNITED STATES POSTAL SERVICE	3.29	402610		
JUSTICE COURT-PCT 2				3.29*
OFFICE DEPOT	37.71	402570		
JUSTICE COURT-PCT 4				37.71*
OFFICE DEPOT	1,057.20	402570		
DEPARTMENT OF INFORMATION RESOURCES	.16	402604		
JUSTICE COURT-PCT 6				1,057.36*
UNITED STATES POSTAL SERVICE	25.62	402610		
JUSTICE COURT-PCT 7				25.62*
DEPARTMENT OF INFORMATION RESOURCES	.07	402604		
JUSTICE OF PEACE PCT. 8				.07*
OFFICE DEPOT	344.89	402570		
COUNTY COURT AT LAW NO.1				344.89*
SIERRA SPRING WATER CO. - BT	56.56	402611		
COUNTY COURT AT LAW NO. 2				56.56*
DAVID GROVE	250.00	402523		
OFFICE DEPOT	134.36	402570		
CHARLES ROJAS	250.00	402603		
UNITED STATES POSTAL SERVICE	43.96	402610		
JOEL WEBB VAZQUEZ	250.00	402625		
LAURIE PEROZZO	250.00	402664		
COUNTY COURT AT LAW NO. 3				1,178.32*

PGM: GMCOMMV2	DATE 01-12-2015	PAGE: 4
NAME	AMOUNT	CHECK NO. TOTAL
SOUTHERN COMPUTER WAREHOUSE	400.59	402526
MIKE LAIRD, ATTORNEY AT LAW	600.00	402557
OFFICE DEPOT	299.99	402570
CDW COMPUTER CENTERS, INC.	255.40	402602
UNITED STATES POSTAL SERVICE	19.49	402610
PCM-G	5,475.00	402661
NORMAN DESMARAIJS JR.	300.00	402665
JAMES R. MAKIN, P.C.	250.00	402675
JARED GILTHORPE	250.00	402696
		7,850.47*
COURT MASTER		
JUDGE LARRY GIST	626.98	402544
UNITED STATES POSTAL SERVICE	2.03	402610
		629.01*
MEDIATION CENTER		
SOUTHEAST TEXAS WATER	89.45	402580
UNITED STATES POSTAL SERVICE	2.03	402610
JEFFERSON COUNTY CREDIT CARDS	3,480.72	402671
		3,572.20*
SHERIFF'S DEPARTMENT		
AT&T	31.06	402581
DEPARTMENT OF INFORMATION RESOURCES	1.15	402604
UNITED STATES POSTAL SERVICE	1,218.64	402610
SHI GOVERNMENT SOLUTIONS, INC.	656.40	402612
PCM-G	2,190.00	402661
JEFFERSON COUNTY CREDIT CARDS	279.05	402671
		4,376.30*
CRIME LABORATORY		
FED EX	62.41	402541
LYNN PEAVEY CO., INC.	466.50	402558
OFFICE DEPOT	30.95	402570
HENRY SCHEIN, INC.	282.76	402578
VERIZON WIRELESS	37.99	402608
SHI GOVERNMENT SOLUTIONS, INC.	328.20	402612
PCM-G	1,095.00	402661
CAYMAN CHEMICAL COMPANY	239.00	402668
BRANDY HENLEY	4.49	402695
		2,547.30*
JAIL - NO. 2		
COBURN'S, BEAUMONT BOWIE (1)	56.65	402537
W.W. GRAINGER, INC.	41.73	402546
ENTERGY	36,917.82	402548
MCNEILL INSURANCE AGENCY	213.00	402561
OFFICE DEPOT	981.61	402570
OLMSTED-KIRK PAPER	488.00	402572
SANITARY SUPPLY, INC.	7,369.31	402577
WHOLESALE ELECTRIC SUPPLY CO.	75.22	402594
WILLBANKS & ASSOCIATES	311.44	402595
DEPARTMENT OF INFORMATION RESOURCES	7.20	402604
INTERCONTINENTAL JET CORP	139,000.00	402629
EQUIPMENT DEPOT	1,006.34	402639
FIVE STAR CORRECTIONAL SERVICE	17,172.29	402669
JEFFERSON COUNTY CREDIT CARDS	94.05	402671
CONSTELLATION NEWENERGY - GAS DIVIS	5,058.21	402684
THOMSON REUTERS-WEST	4,021.53	402687
		212,814.40*
JUVENILE PROBATION DEPT.		
UNITED STATES POSTAL SERVICE	.41	402610
LATASHA DILL	297.92	402635
LYNN BIERHALTER	7.28	402637
SHARON STREETMAN	44.80	402638
RASHUNDA FLETCHER	177.52	402655
ROSE CHAISSON	49.84	402657
CLINTON DEROUEN	56.00	402679
DURWARD MINOR	118.16	402689
SPOK INC	48.24	402697
		800.17*
JUVENILE DETENTION HOME		

PGM: GMCOMMV2	DATE 01-12-2015		PAGE: 5
NAME	AMOUNT	CHECK NO.	TOTAL 112
ENTERGY	6,089.33	402548	
SANITARY SUPPLY, INC.	66.35	402577	
AT&T	682.06	402581	
JOHN C. WHITE, D.D.S.	50.00	402593	
OAK FARM DAIRY	204.00	402600	
FLOWERS FOODS	150.43	402622	
BEN E KEITH FOODS	1,919.57	402623	
VANSCHUCA SANDERS-CHEVIS	600.00	402642	
AI FILTER SERVICE COMPANY	183.79	402678	
CONSTABLE PCT 1			9,945.53*
FAST SIGNS, INC.	90.00	402540	
GT DISTRIBUTORS, INC.	216.06	402543	
CASH ADVANCE ACCOUNT	146.00	402553	
UNITED STATES POSTAL SERVICE	22.02	402610	
SHI GOVERNMENT SOLUTIONS, INC.	984.60	402612	
TASER INTERNATIONAL	248.18	402627	
PCM-G	3,285.00	402661	
CONSTABLE-PCT 2			4,991.86*
JEFFERSON CTY. PEACE OFFICERS ASSOC	105.00	402522	
OFFICE DEPOT	14.86	402570	
CONSTABLE-PCT 4			119.86*
OFFICE DEPOT	31.43	402570	
DEPARTMENT OF INFORMATION RESOURCES	.16	402604	
CODE BLUE	82.00	402624	
DISH NETWORK	25.42	402643	
TRANSUNION RISK AND ALTERNATIVE	70.00	402701	
CONSTABLE-PCT 6			209.01*
KIRKSEY'S SPRINT PRINTING	128.95	402556	
UNITED STATES POSTAL SERVICE	8.48	402610	
CONSTABLE PCT. 8			137.43*
SHI GOVERNMENT SOLUTIONS, INC.	656.40	402612	
PCM-G	2,190.00	402661	
AGRICULTURE EXTENSION SVC			2,846.40*
UNITED STATES POSTAL SERVICE	22.33	402610	
EMILEE BEAN	291.38	402690	
HEALTH AND WELFARE NO. 1			313.71*
BROUSSARD'S MORTUARY	3,000.00	402530	
CALVARY MORTUARY	1,500.00	402532	
CLAYBAR FUNERAL HOME, INC.	984.00	402536	
ENTERGY	70.00	402549	
NATIONAL SAFETY COUNCIL	197.50	402565	
AUSTIN CECIL WALKES MD PA	2,932.58	402591	
UNITED STATES POSTAL SERVICE	38.26	402610	
RACHEL DRAGULSKI	33.60	402617	
MORBIDITY & MORTALITY WEEKLY REPORT	104.50	402648	
TINA CHAMPAGNE	33.60	402654	
SPOK INC	22.85	402697	
HEALTH AND WELFARE NO. 2			8,916.89*
NATIONAL SAFETY COUNCIL	197.50	402565	
PHYSICIAN SALES & SERVICE, INC.	29.78	402575	
AUSTIN CECIL WALKES MD PA	2,932.58	402591	
MARCUS UNIFORMS	122.14	402640	
MORBIDITY & MORTALITY WEEKLY REPORT	104.50	402648	
PDR DISTRIBUTION LLC	59.95	402677	
SPOK INC	7.70	402697	
NURSE PRACTITIONER			3,454.15*

PGM: GMCOMMV2	DATE 01-12-2015	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
GEORGE V. ZUZUKIN, M.D.	1,000.00	402524
OFFICE DEPOT	195.25	402570
		1,195.25*
CHILD WELFARE UNIT		
DISA, INC.	708.00	402539
BEAUMONT OCCUPATIONAL SERVICE, INC.	2,544.85	402614
SEARS COMMERCIAL CREDIT	295.98	402615
		3,548.83*
ENVIRONMENTAL CONTROL		
DEPARTMENT OF INFORMATION RESOURCES		
SILSBEE FORD INC	23,939.45	402604
		402692
		23,939.84*
INDIGENT MEDICAL SERVICES		
CARDINAL HEALTH 110 INC	32,012.12	402688
		32,012.12*
EMERGENCY MANAGEMENT		
VERIZON WIRELESS	150.00	402606
		150.00*
MAINTENANCE-BEAUMONT		
ENTERGY	5,998.51	402548
AT&T	928.91	402581
DEPARTMENT OF INFORMATION RESOURCES	6,859.97	402604
CENTERPOINT ENERGY RESOURCES CORP	4,966.50	402630
		18,753.89*
MAINTENANCE-PORT ARTHUR		
GUARDIAN FORCE	120.00	402521
OFFICE DEPOT	45.15	402570
TEXAS DEPT OF LICENSING &	70.00	402588
BROWN FENCING & CONSTRUCTION	4,680.00	402601
DEPARTMENT OF INFORMATION RESOURCES	1.52	402604
SOLAR	182.00	402613
MEMBER'S BUILDING MAINTENANCE LLC	2,524.60	402691
		7,623.27*
MAINTENANCE-MID COUNTY		
AT&T	684.09	402581
W. JEFFERSON COUNTY M.W.D.	86.94	402592
DEPARTMENT OF INFORMATION RESOURCES	.04	402604
		771.07*
SERVICE CENTER		
KINSEL FORD, INC.	136.65	402555
M&D SUPPLY	86.97	402559
MEINEKE	35.00	402563
PHILPOTT MOTORS, INC.	69.00	402574
TRI-CON, INC.	3,239.84	402589
BUMPER TO BUMPER	154.75	402626
		3,722.21*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	2.02	402610
HILARY GUEST	121.20	402619
		123.22*
		438,134.18**
MOSQUITO CONTROL FUND		
CITY OF NEDERLAND	32.64	402535
W.W. GRAINGER, INC.	65.44	402546
MUNRO'S	197.90	402564
AT&T	29.77	402581
DEPARTMENT OF INFORMATION RESOURCES	.16	402604
PARKER LUMBER	37.23	402670
		363.14**
BREATH ALCOHOL TESTING		
DELL MARKETING L.P.	1,704.67	402538
		1,704.67**
J.C. FAMILY TREATMENT CT.		

PGM: GMCOMMV2	DATE		PAGE: 7
NAME	01-12-2015	AMOUNT	CHECK NO. TOTAL
STORMY G CRIBB		1,800.00	402656 1,800.00**
LAW LIBRARY FUND			
STATE BAR OF TEXAS		187.50	402582
THOMSON REUTERS-WEST		1,359.00	402687 1,546.50**
EMPG GRANT			
OFFICE DEPOT		399.98	402570
SOUTHEAST TEXAS WATER		109.65	402580
VERIZON WIRELESS		180.17	402606
OPTICSPLANET INC		8,997.00	402666 9,686.80**
JUVENILE TJPC-A-2014-123			
OMNICARE SAN ANTONIO		337.07	402641
YOUTH ADVOCATE PROGRAM		4,387.40	402647
JOSH CUYOS		69.44	402693
SPOK INC		19.76	402697
G4S YOUTH SERVICES LLC		211.49	402699
TANISHA GRIFFIN		145.60	402700 5,170.76**
COMMUNITY SUPERVISION FND			
JOSEPH P. CHAMP		118.72	402518
CASH ADVANCE ACCOUNT		360.10	402553
OFFICE DEPOT		253.02	402570
DEPARTMENT OF INFORMATION RESOURCES		2.68	402604
UNITED STATES POSTAL SERVICE		45.65	402610
THE CHANGE COMPANIES		464.94	402616
JCCSC		120.00	402673
SHALON GUIDRY		131.71	402682 1,496.82**
JEFF. CO. WOMEN'S CENTER			
M&D SUPPLY		10.72	402559
KIM MCKINNEY, LPC, LMFT		150.00	402560
SYSCO FOOD SERVICES, INC.		1,053.62	402583
DEPARTMENT OF INFORMATION RESOURCES		.71	402604
TEXAS FIRE & COMMUNICATIONS		85.00	402605
BEN E KEITH FOODS		871.99	402623
SAM'S CLUB DIRECT		47.92	402681
SPOK INC		16.41	402697 2,236.37**
DRUG DIVERSION PROGRAM			
OFFICE DEPOT		1,216.88	402570
DANA DOVER		66.08	402704 1,282.96**
COUNTY CLERK - RECORD MGT			
MANATRON		10,595.97	402646 10,595.97**
COUNTY CLK RECORDS ARCHIV			
BAY TECH LABEL, INC.		3,954.57	402618 3,954.57**
DRUG INTERVENTION COURT			
REDWOOD TOXICOLOGY LABORATORY		3,750.00	402644 3,750.00**
REGIONAL COMM. SAVNS			
DEPARTMENT OF INFORMATION RESOURCES		533.28	402604 533.28**
UNCLAIMED FUNDS MGMT FUND			
AMANDA PAULINE DEFRANCIS		75.00	402705 75.00**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.		93.47	402534

PGM: GMCOMMV2	DATE 01-12-2015	AMOUNT	CHECK NO.	PAGE: 8 115 TOTAL
NAME				
MUNRO'S	29.25	402564		
AT&T	171.83	402581		
DEPARTMENT OF INFORMATION RESOURCES	1.12	402604		
JESSIE DAVIS	29.12	402651		
TEXAS HOTEL & LODGING ASSOCIATION	400.00	402659		
MATERA PAPER COMPANY INC	71.93	402686		
				796.72**
1957 ROAD BOND FUND				
LJA ENGINEERING INC	5,425.00	402680		
				5,425.00**
CAPITAL PROJECTS FUND				
CARROLL & BLACKMAN, INC.	738.00	402525		
				738.00**
2011 REFUNDING BONDS				
FIRST SOUTHWEST ASSET MANAGEMENT	1,200.00	402542		
				1,200.00**
2012 REFUNDING BONDS				
FIRST SOUTHWEST ASSET MANAGEMENT	1,200.00	402542		
				1,200.00**
AIRPORT FUND				
HILO / O'REILLY AUTO PARTS	156.49	402519		
M&D SUPPLY	7.31	402559		
NOACK LOCKSMITH	9.00	402566		
OIL CITY TRACTORS, INC.	1,070.35	402571		
DEPARTMENT OF INFORMATION RESOURCES	.46	402604		
SUNBELT RENTALS	594.37	402621		
UNIFIRST HOLDINGS INC	97.70	402662		
CRAWFORD ELECTRIC SUPPLY COMPANY	45.30	402683		
EASTERN AVIATION FUELS INC	38,993.72	402698		
				40,974.70**
AIRPORT IMPROVE. GRANTS				
T&N LABORATORIES & ENG., INC.	908.00	402586		
				908.00**
SE TX EMP. BENEFIT POOL				
HOLMES MURPHY	27,500.00	402634		
CHLIC-CHICAGO	62,533.81	402663		
				90,033.81**
LIABILITY CLAIMS ACCOUNT				
MEHAFFY & WEBER	24,305.87	402562		
				24,305.87**
WORKER'S COMPENSATION FD				
TRISTAR RISK MANAGEMENT	10,370.44	402631		
				10,370.44**
SHERIFF'S FORFEITURE FUND				
JEFFERSON COUNTY CREDIT CARDS	2,057.00	402671		
				2,057.00**
GUARDIANSHIP FEE				
GRACE NICHOLS	300.00	402658		
				300.00**
APPELLATE JUDICIAL SYSTEM				
9TH COURT OF APPEALS	1,760.00	402649		
				1,760.00**
ORCA - IKE				
N&T CONSTRUCTION COMPANY, INC.	148,132.84	402520		
				148,132.84**
MARINE DIVISION				
DEPARTMENT OF INFORMATION RESOURCES	202.24	402604		
				202.24**
SHERIFF SPINDLETOP MENTAL				

NAME	AMOUNT	CHECK NO.	TOTAL
CODE BLUE	1,884.00	402624	
SILSBEE FORD INC	2,513.97	402692	
			4,397.97**
			822,429.24***

**AGENDA ITEM****January 12, 2015**

Receive and file official oath for the following appointed and elected officials: Everett D. Alfred, Commissioner, Precinct 4; Nancy Beaulieu, Justice of the Peace, Precinct 1 Place 2; Jeff Branick, County Judge; James Brad Burnett, Justice of the Peace, Precinct 7; Ray S Chesson, Justice of the Peace, Precinct 4; Marc DeRouen, Justice of Peace, Precinct 2; Carolyn Guidry, County Clerk, Tim Funchess, County Treasurer; Tom Gilliam, III, Justice of the Peace, Precinct 8; Ransom W Jones, Justice of the Peace, Precinct 6; Bob Wortham, Criminal District Attorney; Patrick Swain, County Auditor, and Brent Weaver, Commissioner, Precinct 2.

Form #2201 Rev. 10/2011

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Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, EVERETTE D. ALFRED, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

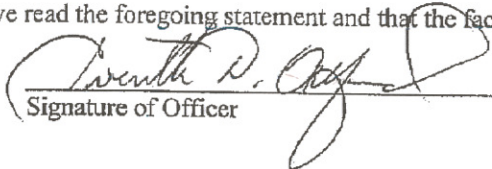
Position to Which Elected/Appointed: COUNTY COMMISSIONER, PRECINCT NO. 4

City and/or County: JEFFERSON COUNTY, TEXAS

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: JANUARY 1, 2015


Signature of Officer

Revised 10/2011

Form #2204 Rev. 10/2011

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SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, EVERETTE D. ALFRED, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of JEFFERSON COUNTY COMMISSIONER, PRECINCT NO. 4 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Everette D. Alfred

Signature of Officer

State of Texas)
County of Jefferson)

Sworn to and subscribed before me
this

(seal)

1st day of January, 20 15

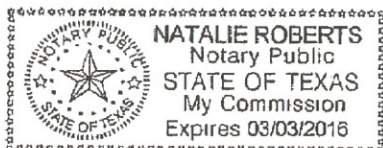
Dana A. Baker SA

Signature of Notary Public or Other Officer

Administering Oath

Dana A. Baker SA

Printed or Typed Name



Natalie Roberts

2 PGS
OATH

2015000293

Form #2201 Rev. 10/2011

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P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Jeff R. Branick, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Jefferson County Judge

City and/or County: Jefferson County, Texas

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 01/05/2015


Signature of Officer

Revised 10/2011

Form #2204 Rev. 10/2011

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Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

**OATH OF OFFICE****Filing Fee: None**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

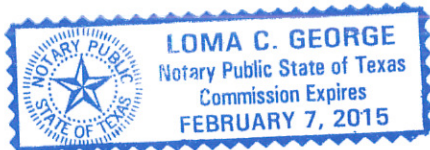
I, Jeff R. Branick, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Jefferson County Judge of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.


 Signature of Officer

State of Texas)
 County of Jefferson)

Sworn to and subscribed before me
 this

(seal)



5th day of January, 2015.


 Signature of Notary Public or Other Officer

Administering Oath

LOMA C GEORGE

Printed or Typed Name

RETURN TO:
JEFFERSON COUNTY JUDGE

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Carolyn L. Guidry, County Clerk
 Jefferson County, Texas

January 05, 2015 10:50:22 AM

FEE: \$0.00 MIRANDA

2015000293

In the name and by the authority of

THE STATE OF TEXAS

OATH OF OFFICE

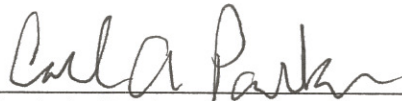
IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, MARC DEROUEN, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of JUSTICE OF THE PEACE, PCT. 2, JEFFERSON COUNTY of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.



Marc DeRouen

SWORN TO and subscribed before me by affiant on this 1st day of January, 2015.



Carl A. Parker, Retired State Senator



2 PGS
OATH

2015000021

Form #2201 Rev. 10/2011

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P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Carolyn Guidry, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: County Clerk

City and/or County: Jefferson

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 1/1/15

Carolyn Guidry
Signature of Officer

Revised 10/2011

2015000021 Page 2 of 2

Form #2204 Rev. 10/2011

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Submit to:
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Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334



OATH OF OFFICE

Filing Fee: None

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
 I, Carolyn Guidry, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Jefferson County Clerk of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Carolyn L Guidry
 Signature of Officer

State of Texas)
 County of Jefferson)

Sworn to and subscribed before me
 this

(seal)

1 day of Jan, 20 15.

Dana A Baker Sr.
 Signature of Notary Public or Other Officer
 Administering Oath

Dana A Baker Sr.
 Printed or Typed Name

RETURN TO:
 DISTRICT CLERK OFFICE

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS

Carolyn L Guidry

Carolyn L. Guidry, County Clerk
 Jefferson County, Texas

January 02, 2015 09:40:20 AM

FEE: \$0.00 MIRANDA

2015000021

Form #2204 Rev. 10/2011

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use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

**OATH OF OFFICE****Filing Fee: None**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Tim Funchess, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Jefferson County Treasurer of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Signature of Officer

State of Texas)
 County of Jefferson)

Sworn to and subscribed before me
 this

2nd day of January, 20 15.

(seal)

Signature of Notary Public or Other Officer

Administering Oath

Justice Hollis Horton

Printed or Typed Name

Form #2201 Rev. 10/2011

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use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

**STATEMENT OF OFFICER****Statement**

I, James Patrick Swain, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

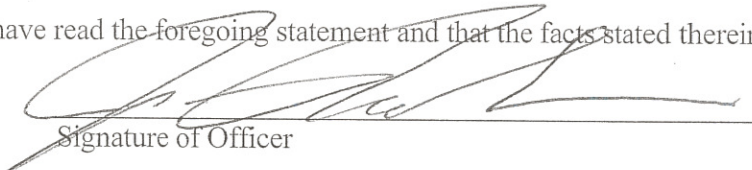
Position to Which Elected/Appointed: County Auditor

City and/or County: Jefferson

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 12/11/2014


 Signature of Officer

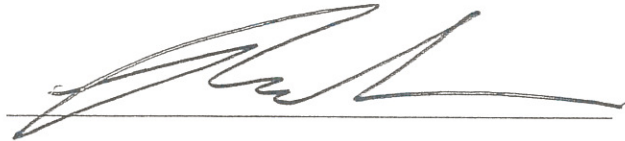
Revised 10/2011

STATE OF TEXAS

COUNTY OF JEFFERSON

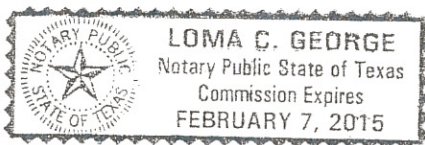
OATH OF OFFICE

I, Patrick Swain, do solemnly swear that I will faithfully execute the duties of the office of County Auditor in and for Jefferson County of the State of Texas and will to the best of my ability preserve, protect and defend the Constitution and Laws of the United States and of this State: and, I further more solemnly swear that I have not directly nor indirectly paid, offered, or promised to pay, contribute to, nor promise to contribute money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment.



Patrick Swain

SUBSCRIBED AND SWORN TO BEFORE ME, at Beaumont, Jefferson County, Texas
on this 11th day of DECEMBER, 2014.



Notary Public in and for

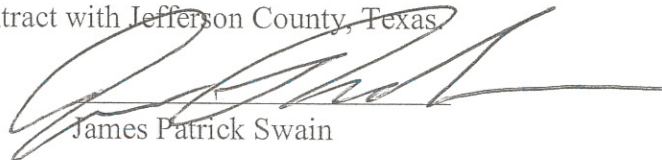
Jefferson County, Texas

Oath of County Auditor

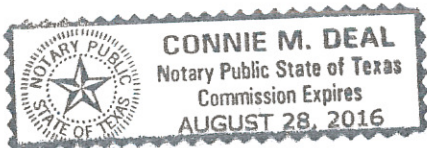
I, James Patrick Swain, do solemnly swear that I have previously held the positions of public or private trust that are listed for the length of time indicated


Position	Public/Private	Length of Time Position Held
Jefferson County Auditor	Public	September 1996 to December 2014
Jefferson County First Assistant Auditor	Public	September 1994 to August 1996
Staff Accountant	Private	January 1987 to September 1994

I do further swear that I have the qualifications for the Office of County Auditor required by Chapter 84 of the Local Government Code; I have in the past and shall continue to comply with the Continuing Education requirements set forth in Chapter 84 of the Local Government Code; and that I am not personally interested in a contract with Jefferson County, Texas.


James Patrick Swain

SWORN TO and subscribed before me by James Patrick Swain on this 30th of December, 2014.




Notary Public in and for Jefferson County, Texas

Form #2201 Rev. 10/2011

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None

**STATEMENT OF OFFICER****Statement**

I, Brent A. Weaver, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Jefferson County Commissioner Precinct 2
 City and/or County: Jefferson County, Texas

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date:

01/04/2015

B. A. Weaver
 Signature of Officer

Revised 10/2011

Form #2204 Rev. 10/2011

This space reserved for office
use

Submit to:
SECRETARY OF STATE
 Government Filings Section
 P O Box 12887
 Austin, TX 78711-2887
 512-463-6334

**OATH OF OFFICE****Filing Fee: None**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

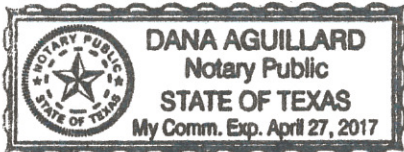
I, Brent A. Weaver, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of Jefferson County Commissioner Precinct 2 of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Signature of Officer

State of Texas)
 County of Jefferson)

Sworn to and subscribed before me
 this

(seal)



4th day of January, 20 15.

Signature of Notary Public or Other Officer
 Administering Oath

LEONARD J. GIBLIN, Jr
 Printed or Typed Name

2 PGS
ODR

2015000291



IN THE COUNTY COURT OF JEFFERSON COUNTY, TEXAS

In Re: Appointment of Masters under the Mental Health and Mental Retardation
Section for Court ordered Mental Health Services Texas Health and Safety Code.

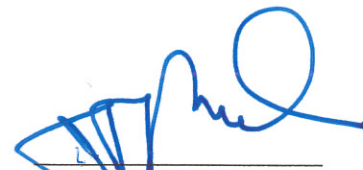
Pursuant to the powers of the County Judge, **Fred Jackson**, is appointed a Associate Judge to preside over the proceedings for Court-Ordered Mental Health Services because the Commissioners' Court of Jefferson County has authorized the employment of a Master.

The Master shall have all the powers and duties set forth in Section 54.007, Government Code.

At the conclusion of any hearing conducted by a Master and on the preparation of a Master's report, the Master shall transmit to the referring court all papers relating to the case, with the Master's signed and dated report. After the Master's report has been signed, the Master shall give to the parties participating in the hearing notice of the substance of the report. The Master's report may contain the Master's findings, conclusions, or recommendations. The Master's report must be in writing in a form as the referring court may direct. The form may be a notation on the referring court's docket sheet. After the Master's report is filed, the referring court may adopt, approve, or reject the Master's report, hear further evidence, or recommit the matter for further proceedings as the referring court considers proper and necessary in the particular circumstances of the case.

If a jury is demanded, the Master shall refer the entire matter back to the referring Court for trial.

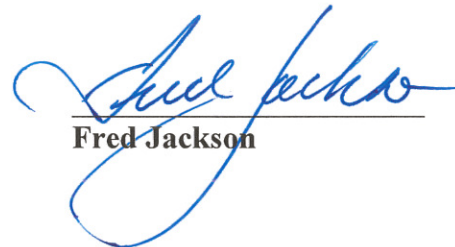
SIGNED this 5th day of JANUARY 2015.


JEFF R. BRANICK
County Judge

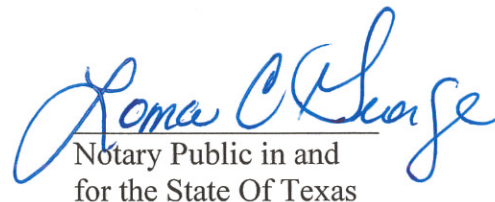
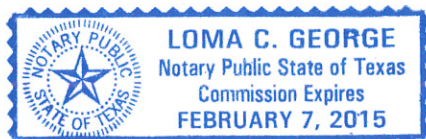


OATH OF OFFICE

I, **Fred Jackson**, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Associate Judge of The Mental Health of Jefferson County, Texas as those duties are set forth in the Texas Mental Health Code and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State: and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward to secure my appointment or the confirmation thereof. So help me God.


Fred Jackson

Sworn to and subscribed before me, this 5th day of **January, 2015**.


Notary Public in and
for the State Of Texas



AGENDA ITEM

January 12, 2015

Consider, possibly approve and authorize the Jefferson County Family Treatment Drug Court to apply for a grant funding the period of September 1, 2015 through August 31, 2016. Funding is offered through the Criminal Justice Division of the Governor's Office and no match funding is required. **(Grant # 1869010)**



Resolution

STATE OF TEXAS

COUNTY OF JEFFERSON

§
§
§

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12th day of January, 2015, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Family Treatment Drug Court be operated for the 2015-1016 fiscal year and that grant funds may be available through the Criminal Justice Division; and

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

WHEREAS, Commissioners Court of Jefferson County designates Judge Jeff Branick, County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, this grant will not require matching funds and it is a grant that is sought annually.

NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Family Treatment Drug Court to the Office of the Governor, Criminal Justice Division.

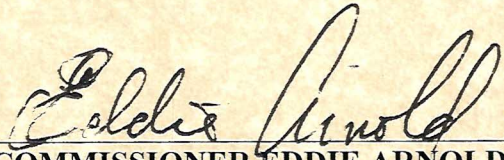
Grant /Application Number #1869010

Signed this 12th of January, 2015.



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****January 12, 2015**

Receive and file executed Amended Operations and Management Agreement between Jefferson County and FMMS HOLDINGS OF TEXAS, LLC. for operations of the morgue.



FORENSIC MEDICAL

December 29, 2014

Fred L. Jackson
First Assistant to County Judge
Jefferson County Court House
1149 Pearl Street, 4th Floor
Beaumont, Texas 77701

Re: Amended Morgue Contract

Fred,

Enclosed is the executed contract which Matt Martin, CFO, has signed. Please note that the price in the contract was incorrectly stated. The contract had \$16,500 as the price of the autopsy. I had Matt change the price to \$1,650 and initial the change.

Thank you for expediting the contract. Happy New Year to you!

Jim

Office of the Medical Examiner
850 R.S. Gass Blvd. • Nashville, TN 37216-2640
Phone: (615) 743-1800 • Fax: (615) 743-1890
www.forensicmed.com

Accredited by National Association of Medical Examiners

AMENDED OPERATIONS AND MANAGEMENT AGREEMENT
for the
Jefferson County Morgue

This Amended Operations and Management Agreement for the Jefferson County Morgue (the "Agreement") is made as of the 1st day of January, 2015 (the "Effective Date"), by and between **FMMS HOLDINGS OF TEXAS, LLC**, a Tennessee Limited Liability Corporation (Contractor") and **JEFFERSON COUNTY, TEXAS** ("County"), a political subdivision of the State of Texas, upon the terms, conditions and provisions herein set forth.

WITNESSETH

WHEREAS, County owns a morgue facility located at 5030 Highway 69 South, Beaumont, Texas 77705 (the "Morgue"); and,

WHEREAS, County desires and has the authority to enter into a contract with Contractor to operate and manage the Morgue in compliance with all applicable federal, state and local laws and ordinances; and

WHEREAS, the original agreement was executed by the parties when Contractor operated under the name of Forensic Medical Management Services of Texas, P.A. but has since changed its entity name to FMMS HOLDINGS OF TEXAS, LLC and both the County and Contractor desire that this agreement correctly state the proper name of Contractor.

NOW THEREFORE, in consideration of the mutual rights, duties, benefits and obligations herein exchanged, the parties hereto covenant, agree and bind themselves as follows:

ARTICLE 1.

Purposes

1.1 Contractor shall provide all materials, supplies and personnel necessary for the operation, maintenance and management of the Morgue for County. Without limiting the generality of the foregoing, Contractor shall receive, supervise and perform autopsies and related forensic services for each deceased person that is delivered to the Morgue and for which an autopsy is requested by County or its authorized agent (each a "Jefferson County Case"). Contractor shall provide, at its sole expense, all supplies necessary for the operation of the Morgue; *provided, however*, Contractor may use any existing inventory and supplies currently located at the Morgue without payment of any compensation to County. For each autopsy performed by Contractor for or on behalf of County, Contractor will provide testimony in Jefferson County cases at no additional charge.

1.2 Contractor shall manage and supervise the Morgue in compliance with all local, State and Federal laws, rules, regulations and orders and shall document such compliance at the beginning of each fiscal year.

1.3 Contractor will be permitted to operate under the business name "Jefferson County Morgue".

ARTICLE 2.

Term

2.1 This Agreement is effective on and shall commence on the Effective Date forth in the initial paragraph of this Agreement. The original term of this Agreement shall be five (5) years from the Effective Date (the "Term"). Upon expiration of the original Term, Contractor shall have an option to renew this Agreement for an additional term of five (5) years (the "Renewal Term"), which option must be exercised by Contractor by giving County written notice of its intent to exercise the option at least 180 days prior to expiration of the original Term,

2.2 County may unilaterally terminate this Agreement at any time only for reason of Contractor's default under this Agreement and Contractor's failure to cure such default within sixty (60) calendar days after County provides Contractor with written notice of default. If Contractor fails to cure such default within such 60-day period, then County may terminate this Agreement and County may pursue a claim against Contractor and recover all damages incurred as a result of Contractor's default.

2.3 Contractor may unilaterally terminate this Agreement at any time only for reason of County's default under this Agreement and County's failure to cure such default within sixty (60) calendar days after Contractor provides County with written notice of default. If County fails to cure such default within such 60-day period, then Contractor may terminate this Agreement and Contractor may pursue a claim against County and recover damages incurred as a result of County's default.

ARTICLE 3.

Compensation

3.1 In consideration for the services to be provided by Contractor to County pursuant to this Agreement, County agrees to pay Contractor the following compensation:

- a. The exclusive right to use the Morgue facility for the purpose of performing usual and customary autopsy services for County, other governmental entities and private persons with whom Contractor may from time to time agree.
- b. A professional fee for each autopsy performed by Contractor for or on behalf of County (the "Professional Fee"). The Professional Fee shall be paid monthly by County on or before the twentieth (20th) day of each month based on the number of autopsies performed by Contractor in the preceding month. The amount of the Professional Fee shall be equal to ZERO DOLLARS (\$0.00) for each autopsy performed by Contractor for or on behalf of County until Contractor has performed a total of four (4) autopsies each calendar month during the term of this Agreement. Thereafter, the Professional Fee for the remainder of that month shall automatically increase to and shall be equal to the sum of \$1,500.00 for each

autopsy performed for County for calendar year 2012. For calendar year 2014 the fee was, by agreement, \$1,600.00; and for calendar year 2015, the fee will be \$1,650~~0~~.00. The parties will renegotiate the fee for any subsequent calendar years. ~~the~~

3.2 Contractor shall submit to County, no later than the seventh (7th) day of each month, a statement showing the total number of autopsies performed by Contractor for or on behalf of County for the prior month. Contractor shall furnish to County photocopies of any supporting documentation requested by County.

3.3 If Contractor exercises its right to renew this Agreement pursuant to Section 2.1, then Contractor and County shall negotiate in good faith an appropriate increase or decrease in the Professional Fees payable by County hereunder during the Renewal Term. If Contractor and County are not able to reach an agreement on the amount of the increase then Contractor may, at its option, elect to terminate the remainder of the Renewal Term upon giving County sixty (60) days written notice

3.4 In addition to performing autopsies and providing forensic services for and on behalf of the County, Contractor may perform autopsies and provide forensic services for any other governmental entity and/or third party (the "Ancillary Services"), on such terms and conditions and for such compensation as Contractor may determine in its discretion. All compensation, fees and revenues charged and received by Contractor for performing Ancillary Services shall belong solely to Contractor.

ARTICLE 4. Contractor's Duties

4.1 Contractor, with County's assistance, as requested, shall obtain and maintain all of the proper and required local, State and federal permits, licenses and certifications necessary for the Morgue. Contractor shall maintain such certifications as required by law.

4.2 Notwithstanding anything contained herein to the contrary, County shall have no liability for any employees, agents, subcontractors or assigns of Contractor. If Contractor engages the services of any subcontractor in the performance of Contractor's duties under this Agreement, Contractor shall not be relieved of any of its obligations set forth herein. Contractor shall bind each subcontractor to the terms of this Agreement as applicable to the subcontractor's work, and shall require that each subcontractor perform its work in conformance with the terms and conditions of this Agreement.

4.3 Contractor shall indemnify and hold County and its officials, officers, and employees, harmless from all cost, claims, expenses (including attorney's fees and court costs) and liabilities whatsoever that may be incurred as a result of or arise from any and all acts done or omitted to be done by Contractor or its employees, agents or subcontractors and assigns of Contractor, in connection with services performed or to be performed under this Agreement.

4.4 The interviewing, hiring, training, assignment, certification, control, management, compensation, benefits, promotion and termination of all members of Contractor's administration and staff shall be the sole responsibility and obligation of Contractor.

4.5 Contractor is associated with County for the purposes and to the extent set forth in this Agreement for the performance of operations and management services for the Morgue only. Contractor is and shall be an independent contractor and, subject to the terms of this Agreement, shall have the sole and exclusive right to supervise, manage, operate, control, and direct the performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent, or otherwise to create any liability for County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor. Contractor shall be solely liable for payment of all federal income, FICA, and other taxes owed or claimed to be owed by Contractor, arising out of this Agreement.

4.6 Contractor shall not alter, change or add to the Morgue without the prior written consent of County, which consent shall not be unreasonably withheld. In addition, any alterations, additions, improvements and fixtures made or placed by Contractor in or to the Morgue shall, upon the expiration or termination of this Agreement, belong to County without any compensation to Contractor. Any equipment and personal property of Contractor now or hereafter located, placed or installed in or at the Morgue may be removed by Contractor at any time during or at the expiration or termination of this Agreement. Any equipment or personal property which is paid for by County will remain at the Morgue at the termination of the contract.

ARTICLE 5.

Utilities, Insurance, Maintenance and Repairs

5.1 County shall pay and discharge when due all real property and *ad valorem* taxes and assessments that are levied on or assessed against the Morgue. Contractor shall be responsible for paying any and all *ad valorem* taxes assessed against Contractor's personal property located on or about the Morgue,

5.2 Contractor shall provide for necessary electrical service, garbage service and all other utilities and services used on or in connection with the Morgue throughout the term of this Agreement. Contractor shall also pay for the cost of long distance telephone service at the Morgue.

5.3 County shall be responsible for maintaining fire and casualty insurance on the Morgue in an amount determined by County for County's protection the proceeds of all of which insurance shall be paid solely to County. Contractor shall be solely responsible for obtaining any fire and casualty insurance desired by Contractor to protect its interest in the Morgue and in Contractor's personal property located in and about the Morgue.

5.4 Contractor shall, at Contractor's sole expense, at all times during the term of this Agreement maintain comprehensive general commercial public liability insurance with limits of not less than \$500,000 *per* occurrence and \$1,000,000 in the aggregate, insuring against claims

for bodily injury, death and property damage occurring upon, in or about the Morgue. Such policy of insurance shall include an endorsement naming County an additional named insured and shall provide that such policy shall not be canceled or materially changed without giving at least thirty (30) days' prior written notice to County.

5.5 County shall maintain and make all necessary repairs to the Morgue, including the building and all equipment that is attached as a fixture to the building, other than repairs arising as a result of Contractor's gross negligence or intentional acts. Without limiting the generality of the foregoing, County shall:

- A. Maintain all interior walls and ceilings, window glass, doors, electrical fixtures, and plumbing fixtures in good repair.
- B. Maintain grounds of the Morgue including mowing, trimming, watering of plants and lawn to maintain a good cosmetic appearance of the grounds.
- C. Maintain the heating, ventilating and air conditioning system for the Morgue and make quarterly inspections of and change the filters on the system.
- D. Contractor shall maintain and pay for all repairs to any equipment and personal property located in and about the morgue that does not constitute a fixture to realty. Further, Contractor shall be responsible for providing, at Contractor's sole cost and expense, all usual, customary and sanitary janitorial and maintenance services as well as insect and rodent extermination services. All such services shall be performed at such intervals as are necessary to maintain the building in first class condition.

5.6 County will provide and pay for all transportation for Jefferson County Cases, and County's Sheriff Office will provide Contractor with access and entrance into the Morgue after business hours.

5.7 Contractor shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, mechanic or materialmen's lien, charge, encumbrance or claim on or with respect to the Morgue. Contractor shall promptly take such action as may be necessary to discharge or remove any such mortgage, pledge, lien, mechanic or materialmen's lien, charge, encumbrance or claim if the same shall arise as a result of the actions of Contractor. If Contractor does not discharge the lien or encumbrance within thirty (30) days after County has provided Contractor written notice of the existence of the lien or encumbrance, County may discharge the same and Contractor shall promptly reimburse County for any expense incurred by it in order to discharge or remove the mortgage, pledge, lien, mechanic or materialmen's lien, charge, encumbrance or claim.

ARTICLE 6. Operating Procedures and Standards

Contractor shall prepare, adopt, and maintain a Procedures Manual for the operation of the Morgue so as to assure that the Morgue is operated fully in accordance with State and other applicable laws. Contractor shall, from time to time, make such modifications and corrections in

the Procedures manual as are necessary to keep the Morgue in compliance with such laws, regulations and standards.

ARTICLE 7.

Exclusivity

This Agreement shall be an exclusive contract with Contractor and so long as this Agreement remains in effect County shall obtain all autopsies, forensic and related services exclusively from Contractor.

ARTICLE 8.

Additional Provisions and Specific Performance

8.1 In the event of the occurrence of any damage to or loss of the Morgue that materially affects the continued operation of the Morgue, Contractor shall immediately notify County of such loss or damage. To the extent such loss or damage prevents either party from performance of any or all of its obligations herein, such party's performance shall be excused until such loss or damage is repaired to enable performance of such obligations. If insurance proceeds are available, County shall promptly proceed to obtain such funds and to use same to repair and reconstruct the Morgue in consultation with Contractor. County has no obligation to appropriate funds for this purpose except for insurance proceeds received therefore. If Contractor and County mutually determine that the damage is too extensive to repair or reconstruct and County decides not to rebuild or restore the Morgue, this Agreement shall terminate immediately upon such determination.

8.2 In the event a dispute arises between County and Contractor regarding this Agreement or any of the provisions hereof, County and Contractor shall be required to continue performance of their respective obligations during the pendency of any such dispute. Contractor shall continue to receive payments due to it and County shall continue to perform under this Agreement in a timely manner as set forth in this Agreement. Likewise, Contractor shall continue to perform its obligations in accordance with the terms of this Agreement notwithstanding the existence of any dispute between the parties. Both County and Contractor shall have the right to compel specific performance by the other party of its respective contractual obligations and to institute any legal action necessary to compel such specific performance.

ARTICLE 9.

Dispute Resolution Procedures

9.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any and all suits to enforce this Agreement shall be maintained in a court of competent jurisdiction located in Jefferson County, Texas.

9.2 The parties consent to personal and subject matter jurisdiction and venue in Jefferson County, Texas, where exclusive jurisdiction and venue shall exist with respect to any dispute, litigation, arbitration proceeding or other controversy arising between the parties in connection with any matter relating to or arising from the subject matter of this Agreement. Any dispute or controversy between the parties to this Agreement involving the construction or

application of any of the terms, covenants or conditions of this Agreement or involving the breach or performance of this Agreement shall, on the written request of any party, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the then-current rules of the American Arbitration Association.

**ARTICLE 10.
Non-Discrimination**

Contractor shall not discriminate against any employee, inmate, or subcontractor with regard to race, color, handicap, religion, sex, national origin or age.

**ARTICLE 11.
Legal Construction**

In case any one or more of the provisions contained in the Agreement shall, for any reason, be held invalid, illegal or unenforceable, and such is not a material provision, such validity, illegality or unenforceability shall not effect any other provision hereof.

**ARTICLE 12.
Amendments**

This Agreement may be amended only in writing, with such written instrument approved and executed by both County and Contractor.

**ARTICLE 13.
Execution Authority**

13.1 By his or her signature below, each signatory individually certifies that he or she is the properly authorized agent or officer of the applicable party hereto and has the necessary authority to execute this Agreement on behalf of such party and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

13.2 County has complied with all open meeting laws, all public contracting laws and all other state and federal laws necessary to make this Agreement effective.

**ARTICLE 14.
Entire Agreement and Notice**

14.1 This Agreement constitutes the sole and only Operations and Management Agreement of the Parties hereto and merges and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. This Agreement shall inure to the benefit of and shall be binding upon Contractor and County and their respective successors and assigns, as ant to the extent that assignments are permitted under this Agreement.

14.2 This Agreement will not become valid or enforceable until the date of the final signature set forth below. The Agreement may be executed in any number of counterparts, each

of which shall be deemed an original, and all of which shall constitute one agreement. Execution of this Agreement and delivery by facsimile transmission shall be binding on the parties hereto,

14.3 All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given on the earlier of (i) delivery or (ii) three (3) days following deposit in the United States mail in certified or registered form with postage fully prepaid to the addresses set out below. The respective addresses for Contractor and County are as stated beneath their signatures below. Contractor and County, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to be effective as of January 1, 2015

JEFFERSON COUNTY, TEXAS

By: 

JEFF R. BRANICK, County Judge

FMMS HOLDINGS OF TEXAS, LLC.

By: 

Name: Matt Martin

ATTEST:


County Clerk



Address:

1149 Pearl St., Fourth Floor
Beaumont, TX 77701

Address:

FMMS HOLDINGS OF TEXAS, LLC
850 R.S. Gass Boulevard
Nashville, Tennessee 37216

**AGENDA ITEM****January 12, 2015**

Consider and possibly approve a resolution for Jefferson County Family Drug Treatment Court to apply for grant funds from The Foundation of Southeast Texas for the project period May 1, 2015 through April 31, 2016.



Resolution

STATE OF TEXAS

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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 12th day of January, 2015, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Family Treatment Drug Court be operated for the 2015-1016 fiscal year and that grant funds may be available through the Foundation for Southeast Texas beginning May 1 of the current year to April 30 of following year; and

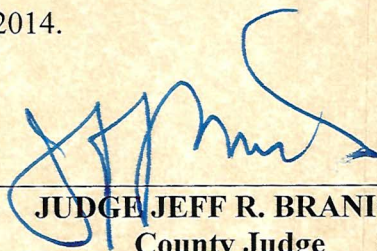
WHEREAS Commissioners Court of Jefferson County assures that the funds will be returned to the Foundation for Southeast Texas if the grant project is not completed or the funds are not used; and

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


WHEREAS, this grant will not require matching funds.


NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Family Treatment Drug Court to the Foundation for Southeast Texas.

Signed this 12th of January, 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



Resolution

STATE OF TEXAS

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§
§

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 12th day of January, 2015, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following RESOLUTION was adopted:

WHEREAS, MARTHA MILLER, has devoted 36 years of her life serving the people of Jefferson County with pride and professionalism; and

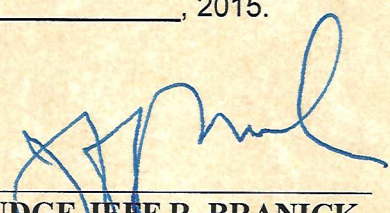
WHEREAS, MARTHA MILLER, has dedicated his talents and valuable services as Social Service Supervisor of Jefferson County Public Health Department; and

WHEREAS, through hard work and commitment to excellence, **MARTHA MILLER** has earned the respect of her colleagues, local agencies and the citizens of Jefferson County; and

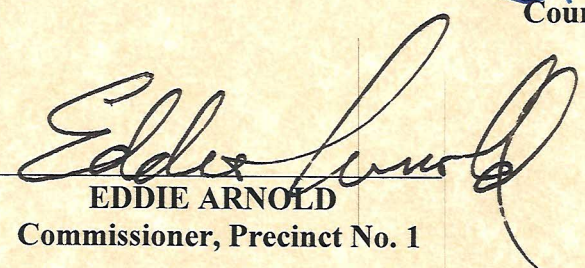
WHEREAS, having made a significant contribution to the Jefferson County Public Health Department, **MARTHA MILLER**, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by her friends and co-workers.

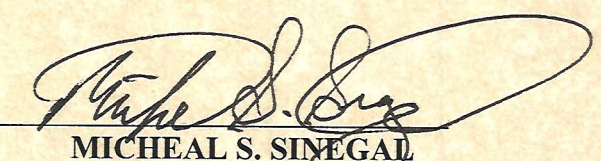
NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **MARTHA MILLER** for her dedicated service as an valuable employee of Jefferson County and wishes her well in her retirement.


SIGNED this 12th day of January, 2015.



JUDGE JEFF R. BRANICK
County Judge




EDDIE ARNOLD
Commissioner, Precinct No. 1


MICHEAL S. SINEGAL
Commissioner, Precinct No. 3


BRENT A. WEAVER
Commissioner, Precinct No. 2


EVERETTE D. ALFRED
Commissioner, Precinct No. 4

**Jefferson County
Tourism Commission**

Memo

To: Commissioners Court
From: Kathi Weathington Hughes
Date: 1/8/2015
Re: Tabled Grant Request for HOT Grant

Please see the attached application for Hotel Occupancy Tax grant funds. It was tabled during the fall 2015 grant cycle. Also attached is the addendum explaining why the event/project falls within the guidelines of an emergency grant request. The recommendation of HOT funds from the Jefferson County Tourism Committee is listed below.

	Requested	Recommended
Southeast Texas Baseball Academy	\$6,645	\$4,625

This will be an agenda item on January 12, 2015 during Commissioners Court.

Please feel free to give me a call if you have any questions.

Office 409/842-0500 cell 409/679-2808

**AGENDA ITEM****January 12, 2015**

Receive and file executed Cooperative Purchase Agreement between Jefferson County and Orange County for the purchase of inmate food services pursuant to the Interlocal Cooperation Act, Chapter 791.025, Texas Government Code.

STATE OF TEXAS

COOPERATIVE PURCHASE AGREEMENT

COUNTY OF ORANGE

THIS COOPERATIVE PURCHASE AGREEMENT made and entered into pursuant to the Interlocal Cooperation Act, (Chapter 791, Texas Government Code, and specifically, 791.025 of the Code). This Agreement is made by and between **Orange County, Texas** (hereinafter referred to as **Orange County** and having its principal place of business at 123 South 6th Street, Orange, Orange County, Texas), and **Jefferson County, Texas** (hereinafter known as Jefferson County, having its principal place of business at **1001 Pearl Street, Beaumont, Texas 77701**.

RECITALS

1. Orange County is a legal county organized and existing under the laws of the State of Texas. and Jefferson County, is a legal county organized and existing under the laws of the State of Texas.
2. Orange County has entered into an agreement with Jefferson County.
3. Orange County desires to purchase from Jefferson County term contracts for the purchase of inmate food services utilizing the bids, contracts and renewal of contracts negotiated by Jefferson County with Five Star Correctional Services.
4. Jefferson County hereby agrees to allow Orange County to make purchases against the Jefferson County's contract for the purchase of inmate food services for the benefit of Orange County through the expiration date of the contract.
5. The parties further agree as set forth below:

I. Legal Authority

- 1.01. The Parties each warrant and assure the other that it possesses adequate legal authority to enter into this Agreement. The Commissioner=s Court of Jefferson County has authorized the signatory official(s) to enter into this Agreement and bind Jefferson County to the terms of this Agreement and any subsequent amendments hereto. The Commissioners Court of Orange County has authorized the signatory official(s) to enter into this Agreement and bind Orange County to the terms of this Agreement and any subsequent amendments hereto.

II. Applicable Laws

- 2.01. The Parties each agree to conduct all activities under this agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement.

III. Whole Agreement

- 3.01. This Interlocal Agreement and any Attachments, as provided herein, constitutes the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

IV. Performance Period And Renewal

- 4.01. The period of this Interlocal Agreement shall be from December 31, 2014 through June 24, 2015.
- 4.02. This Agreement shall not automatically renew unless both parties renew the Agreement, in writing, prior to the termination of the same.

V. Scope of Services

- 5.01. Orange County, in the interest of its constituents, elects to purchase certain materials from agreements lawfully bid by the formal bid process by Jefferson County as prescribed by Texas State Statutes. Jefferson County accepts no responsibility for the payment for services rendered. Jefferson County will not be liable for the security or condition of material to be purchased.
- 5.02. Specifically, Orange County will utilize the lowest and best bid as awarded to Five Star Correctional Services by Jefferson County for the provision of certain inmate food services. Orange County desires to utilize Five Star Correctional Services for the provision of inmate food services in the Orange County Jail.
- 5.03. Nothing in this contract shall require Orange County to utilize Five Star Correctional Services for provision of inmate food services or other goods or services under the terms of Jefferson County's contract with Five Star Correctional Services.

VI. Changes and Amendments

- 6.01. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement with written amendment hereto, and shall become effective on the day designated by such law or regulation.

VII. Termination Procedures

- 7.01. Either Party may cancel or terminate this Agreement upon fifteen (15) days written notice by certified mail to the other party.

- 7.02. The obligations of Orange County, including its obligation to Jefferson County for all costs incurred under this Agreement, if any, prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by Orange County.
- 7.03. In the event of such termination prior to completion of any sale provided herein, Orange County agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of the Agreement, including penalties, less payment of any compensation previously paid.

VIII. Severability

- 8.01. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

IX. Force Majeure

- 9.01. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely Orange County.

This instrument, in **DUPLICATE ORIGINAL**, has been executed by the parties hereto on this the 5TH day of JANUARY, 2015.

JEFFERSON COUNTY, TEXAS



Jefferson County Judge

ATTEST:



Jefferson County Clerk



ORANGE COUNTY, TEXAS

Orange County Judge

ATTEST:

Orange County Clerk

RECEIVED JAN 07 2015

**STEPHEN BRINT CARLTON**

COUNTY JUDGE
ORANGE COUNTY ADMINISTRATION BUILDING
123 SOUTH 6TH STREET
ORANGE, TEXAS 77630

Holly Wheeler
Administrative Assistant

PHONE: (409) 882-7070
FAX: (409) 882-7079

January 6, 2015

Honorable Jeff Branick
Attn: Loma George, Administrative Assistant
1149 Pearl Street 4th Floor
Beaumont, TX 77701

Re: Interlocal Cooperative Purchase Agreement between Orange County and Jefferson County

Dear Ms. George:

Enclosed please find the original Interlocal Cooperative Purchase Agreement. Judge Carl Thibodeaux has signed this original already. Please have the Judge Jeff Branick sign both copies and return one fully executed copy to our office.

Thank you for your assistance in this matter. Please call me if any further assistance is needed.

Sincerely,

A handwritten signature in blue ink that reads "Holly Wheeler".

Holly Wheeler
Administrative Assistant
Orange County Judge's Office

STATE OF TEXAS	§	
		COOPERATIVE PURCHASE AGREEMENT
COUNTY OF ORANGE	§	

THIS COOPERATIVE PURCHASE AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act, (Chapter 791, Texas Government Code, and specifically, §791.025 of the Code). This Agreement is made by and between **Orange County, Texas** (hereinafter referred to as **Orange County** and having its principal place of business at 123 South 6th Street, Orange, Orange County, Texas), and **Jefferson County, Texas** (hereinafter known as Jefferson County, having its principal place of business at **1001 Pearl Street, Beaumont, Texas 77701**.

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term of this Agreement.

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by certified mail to the other party.

- 7.02. The obligations of Orange County, including its obligation to Jefferson County for all costs incurred under this Agreement, if any, prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by Orange County.
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- 9.01. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely Orange County.

This instrument, in **DUPLICATE ORIGINAL**, has been executed by the parties hereto on this the 22nd day of December, 2014.

JEFFERSON COUNTY, TEXAS

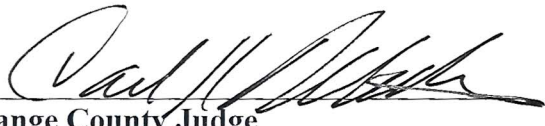

Jefferson County Judge

ATTEST:

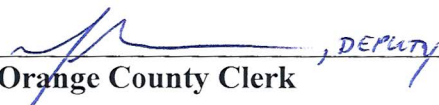

Jefferson County Clerk



ORANGE COUNTY, TEXAS


Orange County Judge

ATTEST:


Orange County Clerk



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12th day of January, 2015, on motion made by Brent Weaver, Commissioner of Precinct No. 2, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

WHEREAS, JAMES C. HUEBEL, has served the citizens of Jefferson County for over 30 years; and

WHEREAS, JAMES C. HUEBEL, began his service with the Jefferson County Sheriff's Office in 1984 beginning in the Corrections Division as an officer and then was promoted to Sergeant and then as a Lieutenant; and

WHEREAS, JAMES C. HUEBEL was then assigned to serve in the Narcotics Division as an Investigator, Sergeant and DEA Task Force Agent; and

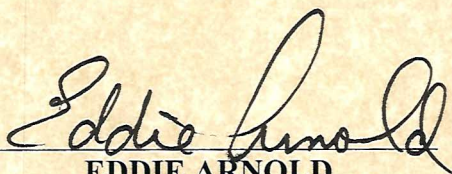
WHEREAS, JAMES C. HUEBEL, in February, 1998 entered the service of the Jefferson County Criminal District Attorney's Office as a Criminal Investigator and was promoted to Chief Investigator and Office Manager until he retired in December, 2014; and


WHEREAS JAMES C. HUEBEL, having made significant contributions in law enforcement in Jefferson County, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County and he will always be missed by his friends and co-workers.

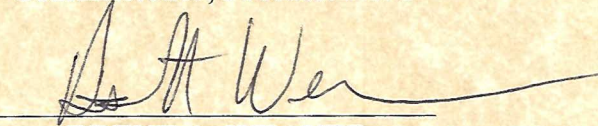
NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas does hereby honor and commend **CLIFF HUEBEL**, for his dedicated service as an employee of Jefferson County, congratulate him on his retirement and wish him well in all his future endeavors.

SIGNED this 12th day of January, 2015.


JUDGE JEFF R. BRANICK
County Judge


EDDIE ARNOLD
Commissioner, Precinct No. 1


MICHEAL S. SINEGAL
Commissioner, Precinct No. 3


BRENT A. WEAVER
Commissioner, Precinct No. 2


EVERETTE D. ALFRED
Commissioner, Precinct No. 4





Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 12th day of January, 2015, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Everette D. Alfred, Commissioner of Precinct No. 4, the following RESOLUTION was adopted:

WHEREAS, MICHAEL SHAWN KIRKPATRICK, has served the citizens of Jefferson County for over 31 years; and

WHEREAS, MICHAEL SHAWN KIRKPATRICK, graduated from Lamar University in 1980 and began service in 1983 with the Jefferson County Sheriff's Office as a jailer, then was promoted to the Identification Bureau in 1984 and distinguished himself as the Valedictorian, Class President and Top Marksman in the Jefferson County Sheriff's Academy in 1985;

WHEREAS, MICHAEL SHAWN KIRKPATRICK was assigned to the Crime Scene unit in 1985 as a Deputy Sheriff, then in 1986 to the Criminal Investigation Section when he was promoted to Sergeant, and in 1989 began service in the Narcotics Bureau; and

WHEREAS, MICHAEL SHAWN KIRKPATRICK served the Combined Law Enforcement Associations of Texas as a Staff Representative/Labor Contract Negotiator from 1992-1997; and

WHEREAS, MICHAEL SHAWN KIRKPATRICK was rehired by the Jefferson County Sheriff's Office in 1997 as Captain of the Forensic Crime Scene Unit/Criminal Records Unit until he was assigned Captain in the Patrol Division from 2003 until 2008; Captain of Courthouse Security from 2008 until 2010, and Captain in the Fugitive Warrant Division from 2010 until 2012; and

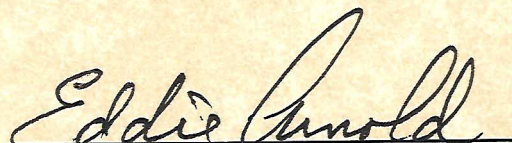
WHEREAS, MICHAEL SHAWN KIRKPATRICK then served from 2012 – 2014 in the Jefferson County Criminal District Attorney's Office; and


WHEREAS MICHAEL SHAWN KIRKPATRICK, having made a significant contributions in law enforcement in Jefferson County, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County and he will always be missed by his friends and co-workers.


NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas does hereby honor and commend **MICHAEL SHAWN KIRKPATRICK**, for his dedicated service as an employee of Jefferson County, congratulate him on his retirement and wish him well in all his future endeavors.

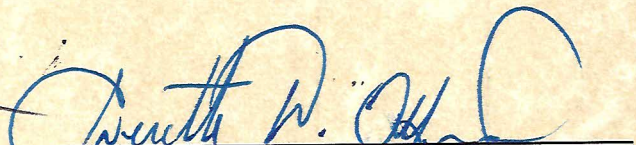
SIGNED this 12th day of January, 2015.


Judge Jeff 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





Joleen E. Fregia
Chief Deputy
E-Mail
joleen@co.jefferson.tx.us

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

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tfunchess@co.jefferson.tx.us

January 7, 2015

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

Gentlemen:

Enclosed is the Investment Schedule as of December 31, 2014, including interest earnings.

The weighted average yield to maturity on the County's investments is 1.024%. The interest rate on funds invested in an investment account at Wells Fargo is currently .15%.

The 90 day Treasury interest rate on December 31, 2014 was .04% and the interest on your checking accounts for the month of December was .188%.

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

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

This should be on the agenda January 12, 2015, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:

Receive and File Investment Schedule for December, 2014,
including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END DECEMBER 31, 2014 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE/COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)
POOLED CASH ACCOUNT															
INVESTMENT ACCT	01-Dec-14		\$7,665.11	100	0.150%	31-Dec-14	NONE	31	7580310386	WELLS FARGO	\$7,665.11				\$7,665.11
CDs and Securities															
FHLMC .85%	30-Dec-13	\$2,000,000.00		100	0.850%	30-Dec-16	30-Jun-14	730	3134G4QW1	COASTAL SECURITIES	\$2,000,600.00	\$100.03	\$47.22	\$17,000.00	\$2,000,647.22
FHLMC 1.10%	30-Jun-14	\$2,000,000.00		100	1.100%	30-Jun-17	30-Sep-14	912	3134G5AG0	COASTAL SECURITIES	\$1,999,000.00	\$99.95	\$91.11	\$11,000.00	\$1,999,091.11
FHLB .50%	20-Jun-13	\$2,000,000.00		100	0.500%	20-Jun-16	20-Dec-13	537	313383ED9	COASTAL SECURITIES	\$1,993,000.00	\$99.65	\$305.56	\$15,000.00	\$1,993,305.56
FHLMC 0.90%	20-Mar-14	\$2,000,000.00		100	0.900%	20-Mar-17	20-Jun-14	810	3134G4WH7	WELLS SECURITIES	\$1,997,200.00	\$99.86	\$5,050.00	\$9,000.00	\$2,002,250.00
FHLMC 1.0%	27-Mar-14	\$2,000,000.00		100	1.000%	27-Mar-17	27-Jun-14	817	3134G4XX1	COASTAL SECURITIES	\$1,997,200.00	\$99.86	\$5,222.22	\$10,000.00	\$2,002,422.22
FHLB 1.12%	25-Aug-14	\$2,000,000.00		100	1.120%	25-Aug-17	25-Feb-15	968	3130A2UB0	COASTAL SECURITIES	\$1,989,800.00	\$99.49	\$7,840.00	\$0.00	\$1,997,640.00
FHLMC 1.0%	10-Apr-14	\$2,000,000.00		100	1.000%	10-Apr-17	10-Jul-14	831	3134G4YG7	WELLS SECURITIES	\$1,990,800.00	\$99.54	\$4,500.00	\$10,000.00	\$1,995,300.00
FHLMC 1.125%	15-Sep-14	\$2,000,000.00		100	1.125%	15-Sep-17	15-Mar-15	989	3134G5GR0	COASTAL SECURITIES	\$2,002,400.00	\$100.12	\$6,625.00	\$0.00	\$2,009,025.00
FHLMC 1.25% (NEW)	26-Dec-14	\$2,000,000.00		100	1.250%	26-Dec-17	26-Mar-15	1091	3134G5SP1	COASTAL SECURITIES	\$1,993,200.00	\$99.66	\$347.22	\$0.00	\$1,993,547.22
FHLMC 1.35% (NEW)	30-Dec-14	\$2,000,000.00		100	1.350%	27-Dec-17	27-Mar-15	1082	3134G5WB7	COASTAL SECURITIES	\$1,998,600.00	\$99.93	\$75.00	\$0.00	\$1,998,675.00
ICD-BMW Bank 1.05%*	20-Jun-14	\$248,000.00		100	1.050%	20-Jun-17	None	902	0580AAK0	WELLS SECURITIES	\$248,000.00	\$100.00	\$85.61	\$1,305.57	\$248,085.61
ICD-Discover Bk 1.10%*	26-Jun-14	\$248,000.00		100	1.100%	26-Jun-17	None	908	254671X21	WELLS SECURITIES	\$248,000.00	\$100.00	\$44.84	\$1,367.74	\$248,044.84
ICD-Ally Bank 1.15%*	26-Jun-14	\$248,000.00		100	1.150%	26-Jun-17	None	908	02006LFX4	WELLS SECURITIES	\$248,000.00	\$100.00	\$46.88	\$1,429.91	\$248,046.88
ICD-Goldman S. 1.15%*	26-Jun-14	\$248,000.00		100	1.150%	26-Jun-17	None	908	38147JK76	WELLS SECURITIES	\$248,000.00	\$100.00	\$46.88	\$1,429.91	\$248,046.88
* (Investment CDs)															
		TOTAL PAR			WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE		WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE				TOTAL BOOK VALUE
INVESTMENT ACCT		\$7,665.11									\$7,665.11				
CDs and Securities		\$20,992,023.09		1.024%	0.807%			879	DAYS		\$20,953,800.00				
TOTALS ALL ACCTS:		\$20,999,688.11									\$20,961,465.11				\$20,991,762.65

COMPLIANCE STATEMENT
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Tim Funches
Tim Funches, Jefferson County Investment Officer

DECEMBER 2014, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS
POOLED CASH ACCOUNT										
INVESTMENT ACCT	01-Dec-14	\$7,665.11		0.150%	31-Dec-14			7580310386	WELLS FARGO	\$0.87
FHLB .50%	20-Jun-13	\$2,000,000.00		0.500%	20-Jun-16	20-Dec-13	1096	313383ED9	COASTAL SECURITIES	\$5,000.00 COUPON
ICD-BMW Bank 1.05%*	20-Jun-14	\$248,000.00		1.050%	20-Jun-17	None	1096	0580AAK0	WELLS SECURITIES	\$1,305.57 COUPON
ICD-Discover Bk 1.10%*	26-Jun-14	\$248,000.00		1.100%	26-Jun-17	None	1096	254671X21	WELLS SECURITIES	\$1,367.74 COUPON
ICD-Ally Bank 1.15%*	26-Jun-14	\$248,000.00		1.150%	26-Jun-17	None	1096	02006LFX4	WELLS SECURITIES	\$1,429.91 COUPON
ICD-Goldman S. 1.15%*	26-Jun-14	\$248,000.00		1.150%	26-Jun-17	None	1096	38147JK76	WELLS SECURITIES	\$1,429.91 COUPON
FHLB 1.30%	29-Sep-14	\$2,000,000.00		1.300%	29-Sep-17	29-Dec-14	1096	3130A32N3	COASTAL SECURITIES	\$6,500.00 CALLED
FHLMC 1.10%	30-Jun-14	\$2,000,000.00		1.100%	30-Jun-17	30-Sep-14	1096	3134G5AG0	COASTAL SECURITIES	\$11,000.00 COUPON
FHLMC .85%	30-Dec-13	\$2,000,000.00		0.850%	30-Dec-16	30-Jun-14	1096	3134G4QW1	COASTAL SECURITIES	\$8,500.00 COUPON
CHECKING INTEREST										
POOLED CASH ACCT									WELLS FARGO	\$36,534.00
DECEMBER INTEREST				0.188%					WELLS FARGO	\$7,276.71
OTHER COUNTY ACCTS				0.188%					WELLS FARGO	\$2,317.13
TAX LICENSE ACCT				0.185%					WELLS FARGO	\$67.60
TOTAL		\$8,999,665.11								\$46,195.44

FISCAL YEAR 2014-2015			
YIELD TO MATURITY AND INTEREST EARNINGS			
MONTH	90 DAY T. BILL YIELD	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD
OCTOBER	0.01%	\$24,494.19	0.184%
NOVEMBER	0.03%	\$14,688.14	0.185%
DECEMBER	0.04%	\$46,195.44	0.188%
JANUARY			
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
ANNUAL TOTALS		\$ 85,377.77	

MEMORANDUM

To: The Honorable Commissioners Court
From: Carolyn Guidry, County Clerk
Date: January 8, 2015
Subject: County Clerk Reallocation of Budgeted Funds

Consider and possibly approve a reallocation of budgeted funds in the County Clerk's budget as follows:

This would involve the elimination of one Administrative Deputy Clerk position and an addition of one Senior Deputy Clerk position. The eliminated position of Administrative Deputy Clerk is budgeted at an annual salary of \$49,161

The new Senior Deputy Clerk position would be added to the department at a budgeted annual salary of \$38,980.

I would like to increase the budgeted amount for the two Administrative Deputy positions from \$49,159 annually to \$52,857 annually. These two positions are assuming additional responsibilities.

I would like to increase the budgeted amount for the two Voting Assistants positions from \$36,971 annually to \$37,871 annually.

This proposal would result in an estimated, annual net savings of \$989 to Jefferson County.

The above proposal will be on the agenda for Monday, January 12, 2015 for your consideration.

Please call me if you have any questions.

cc: Patrick Swain, County Auditor
Cary Erickson, Director of Human Resources & Risk Management

Carolyn L. Guidry 11/8/14

CONTRACT
for
JEFFERSON COUNTY

EMPLOYEE ASSISTANCE PROGRAM

Provided
by
INTERFACE EAP



This contract is between **JEFFERSON COUNTY** and Interface EAP for an Employee Assistance Program (EAP) as described below:

I. Services

Individuals eligible for EAP services are defined as the employee and family members. Family members are defined as: spouse, domestic partner, and/or legal dependants.

The services to be provided by Interface EAP are as follows:

1. Twenty-four hour telephone service with both a local Houston and a toll-free national number for employees and family members to use for any personal problem.

2. Diagnosis, assessment, initial treatment planning, and if necessary a referral for personal problems, particularly those with the potential for affecting work performance. This includes consultation with our professionals until an accurate diagnosis and initial treatment plan is reached for each client of the EAP.

3. Supervisory/Management training for supervisors on recognizing, documenting, and referring an employee with job performance issues to the EAP, as well as providing information on all services of the EAP.

4. An employee orientation will be available to familiarize all employees with the services provided by the EAP and the process for utilizing the program.

NOTE: Both supervisory training and employee orientations will be presented either by video or a Program Coordinator and will include printed materials. Please see Section VII, Available In-Service Hours, for the number of hours available to **JEFFERSON COUNTY** for Supervisory/Management training and/or Employee Orientations. Travel costs for hotel and transportation may be charged back to **JEFFERSON COUNTY** for in-person meetings depending on location and group size.

5. Ongoing program awareness in the form of posters, handouts, and promotional flyers for distribution and display.

6. Assistance in establishing a clear policy letter concerning **JEFFERSON COUNTY's** position on employees who use the EAP.

7. Quarterly utilization reports. This will include nature of the contact, referral source, and demographics of employees, providing that certain information will not jeopardize confidentiality.

8. Access to participant website (www.4eap.com) which includes online access to supplemental EAP resource information, including: EAP request for services, frequently asked questions, legal resources, financial resources, work/life and wellness resources.

9. Critical Incident Stress Debriefing (CISD) to take place between 24 and 72 hours after a traumatic event. Wellness Seminars will also be made available with topics to be chosen by **JEFFERSON COUNTY**. Please see Section VII, Available In-Service Hours, for the number of

hours available to **JEFFERSON COUNTY** for Critical Incident Stress Debriefing and/or Wellness Seminars.

10. Representation at health fairs: Please see Section VII, Available In-Service Hours, for the number of days available to **JEFFERSON COUNTY** for Health Fairs.

11. Services requested and provided beyond those outlined in Section I will be billed to **JEFFERSON COUNTY**. Please see attached In-Service Fee Schedule for pricing.

II. Procedures

An employee/family member will have initial contact with a clinically trained care coordinator at Interface. A case will be opened and they will be referred to a licensed counselor established in private practice with experience in the area of the presenting problem. The employee/family member may request another counselor, for any reason, after their first session without losing that session as one of the allotted sessions for that problem. The employee, a supervisor, or both may initiate contact. A family member may be referred to the program by his or her own call or by a referral of the employee.

When an employee or family member contacts the EAP, they will be directed to the most convenient office location in their area. A licensed counselor will be assigned to diagnose, assess, formulate an initial treatment plan, and if necessary refer for additional treatment. In all instances the need and/or problem will be addressed. The goal of the counseling process for an employee will be his or her effective return to full productivity.

III. Publicity of Services

JEFFERSON COUNTY will inform its employees of the services provided by Interface with at least a letter emphasizing the confidentiality of the EAP. The letter should inform employees that the program is confidential and that any employee seeking assistance will not jeopardize his or her position with the organization.

Interface will provide literature in the form of brochures describing the EAP, and all services included in Section I of this contract.

IV. Reporting

When the initial contact is the result of a supervisory referral in regards to job performance issues, an EAP care coordinator will inform the supervisor of the following: 1) whether the employee has contacted the Employee Assistance Program, 2) whether treatment goals have been established (without identification of those goals), and 3) whether there is progress (but not the nature of that progress) toward treatment goals. Interface provides an employee release form that authorizes pertinent information regarding the progress of treatment to be released to the supervisor. Interface encourages this release if a supervisor has referred the employee. Only with a signed release from the employee can Interface release any information regarding contact or other information to anyone except as required by law.

Employees who make their own contact (self-referrals) with the EAP will be encouraged to share information with supervisors if deemed appropriate by the counselor. No reports will be made to **JEFFERSON COUNTY** concerning self-referrals other than the agreed upon reports in Section I. Neither the purpose nor content of the contact by an employee or family member will be revealed to any representative of **JEFFERSON COUNTY**.

JEFFERSON COUNTY will provide a list of employees including their social security numbers to Interface for the purpose of verifying employment. An updated list will be provided monthly, or as there are material changes in employment.

All agreed upon analysis are dependent on the existence of data to be provided by **JEFFERSON COUNTY** in a relatively accessible form with all due regard for the confidentiality of employees.

Except as provided herein, or by law, the identity of the employee or family member, the nature of the contact, treatment progress and prognosis, will be confidential and reported to no one without the written consent of the employee or family member.

V. Consultation

A clinically trained care coordinator and/or crisis counselor will be available to employees and family members 24 hours a day via a national toll free number to assist with any calls of a crisis nature. Supervisors may also call upon the EAP to assist in problem identification, documenting impaired job performance, intervention with a problem employee, or other concerns.

Sessions with a licensed counselor will be on an as needed basis, and will be free of charge to the employee and/or family member as described herein. The number of sessions provided to participants will be 6 per person per family problem. Each person has their own coverage, but if more than one covered family member is seeking counseling for the same problem, available sessions are not increased for that problem. For example, if both spouses are seeking counseling for marital problems, 6 sessions would be available, not 12 because two family members are participating. However, if during the assessment, the counselor discovers that one of them has a separate problem, that spouse may seek counseling for that problem (and have up to 6 sessions) with another provider. The EAP will be used first to obtain an assessment of the problem. If the problem is short term, additional EAP sessions will be available for the person(s) seeking help. If the problem is long term, a referral to the appropriate program(s) could be made prior to exhausting the full 6 EAP sessions. If further treatment is needed that is not covered under insurance, Interface will work to make available that treatment at a reduced cost to the family.

Referrals for legal problems are provided through Legal Access. Each covered family has a maximum of 3 consultations with an attorney per plan year. The consultations with an attorney may be either in person or via telephone with the first 30 minutes at no charge. Additional services with the attorney are provided at a reduced rate. Employees will have 3 Financial Planning sessions per family, per year. All services are provided via telephone.

VI. Hold Harmless Clause

Interface EAP will indemnify and hold **JEFFERSON COUNTY** harmless from any and all claims, actions, liability and expenses including costs of judgments, settlements, court costs, and attorney fees, regardless of the outcome of such claim or action, caused by, resulting from or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this agreement, whether such act, omission or failure was that of Interface EAP or that of any person providing services there under through or for Interface EAP. Upon notice from **JEFFERSON COUNTY**, Interface EAP will resist and defend at Interface EAP's own expense, and by counsel reasonably satisfactory to **JEFFERSON COUNTY** any such claim or action.

VII. Available In-Service Hours

The following is a breakdown of the In-Service Hours available to **JEFFERSON COUNTY** for Employee Orientations, Management Training, Critical Incident Stress Debriefing (CISD), Wellness Seminars and Health Fairs. Costs for additional services beyond what is listed here will be the responsibility of **JEFFERSON COUNTY**. For every hour that a provider is on-site, 0.25 hours will be deducted for travel time. In the event that **JEFFERSON COUNTY** cancels or reschedules a Wellness Seminar/CISD within 48 of a confirmed time with the clinician, the scheduled hours will be deducted from the group's available hours.

Covering Employee Orientation and/or Supervisory Training: 10 hours to be used in two 12-hour time period(s) per plan year.

Covering all CISD's (24-72 hour response time) and/or Wellness Seminars: 4 one-hour on-site sessions per plan year

Covering Health Fairs: 2 days available per plan year

VIII. Program Cost

The monthly retainer charge for the services of Interface EAP is as follows:

\$ 1.65 per employee per month for all employees

The above charge is to be paid in monthly installments based on the number of employees at the beginning of each month. The first payment is due January 1, 2015. The remittance address is: Interface EAP, P.O. Box 671411, Dallas, TX 75267-1411.

IX. Term of Contract

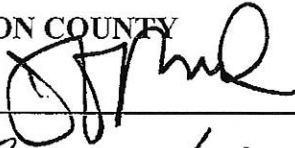
The effective date of this contract is January 1, 2015. This contract will automatically renew annually unless this Agreement is superseded by a subsequent Agreement or unless this contract is terminated by either Interface EAP or **JEFFERSON COUNTY**. Rates will be reviewed annually and, if necessary, proposed changes will be provided, in writing, to **JEFFERSON COUNTY** within 30 days of the new plan year.

X. Termination of Contract

JEFFERSON COUNTY or Interface EAP may terminate this contract with thirty days written notice. At the time of termination, Interface will direct any participant in treatment to verify benefits through the new vendor and to contact their human resources director. Interface will also notify the participant's provider of the termination of services, revoke any unused sessions and direct the provider to verify benefits through the new vendor. Interface will not assume any financial responsibility for services that take place after the date of termination.

AGREED TO AND EXECUTED THIS 8th DAY OF December 2014.

JEFFERSON COUNTY

By: 

Title: COUNTY JUDGE

Print name: JEFF R. BRANICK

INTERFACE EAP

By: 

Title: Vice President of Client Services and Marketing

Print name: Dan Mary

*This agreement is not valid unless signed by both JEFFERSON COUNTY and Interface EAP.



Interface EAP

IN-SERVICE FEE SCHEDULE

Employee Orientation Meetings	\$100.00 per hour
Supervisory Training	\$150.00 per hour
DOT Training	\$175.00 per hour
Critical Incident Stress Debriefing – 24-72 hour response	\$200.00 per hour
Critical Incident Stress Debriefing – 2-3 hour response	\$300.00 per hour
Wellness Seminars	\$150.00 per hour
Health Fairs	\$ 75.00 per hour
SAP Assessments	\$700.00 per evaluation

Charges for travel expenses may be made if more than 50 miles from our corporate or regional offices (Houston and Phoenix). Charges will be based on the hourly rate of the services provided for travel time and all time spent on-site.



BOB WORTHAM
CRIMINAL DISTRICT ATTORNEY

Jefferson County Courthouse
1085 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
FAX (409) 784-5893

CORY J. H. CRENSHAW
First Assistant

ASHLEY CHASE
Criminal Chief

WAYLN THOMPSON
Appellate Chief

GARY REAVES
Public Integrity

PAT KNAUTH
Executive Assistant

KATHLEEN M. KENNEDY
Civil Chief

RANDI KING
Family Chief

JAMES ARCENEUX
Chief Investigator

TO: Patrick Swain
Jefferson County Auditor's Office

FROM: Bob Wortham

DATE: January 7, 2015

RE: Salary Budget Changes

The newly elected District Attorney, Bob Wortham, would like to implement a five budgeted salary reallocations for Attorney positions, and two budget transfers for Investigator position and the VAWA Investigator which will result in a net zero effect on the total current budget.

Please see the following attachment with my requests. Thank you for your consideration in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Bob Wortham".

Bob Wortham

Cc: Honorable Jeff Branick, County Judge

REDUCE SALARY OF ATTORNEY POSITION #22

Decrease salary of position #22 by \$10,000.00.

Current salary is at \$114,672.48

Salary will be at \$104,672.48

INCREASE SALARY OF ATTORNEY POSITION #18

Increase salary of position #18 by \$10,852.00.

Current salary is at \$86,148.00

New salary will be at \$97,000.00

***We are wanting to use some of the monies from Post.#22 and Post.
#23 to make up the \$10,852.00***

REDUCE SALARY OF ATTORNEY POSITION #23

Decrease salary of position #23 by \$28,930.00.

Current salary is at \$88,930.00

Salary will be at \$60,000.00

INCREASE SALARY OF ATTORNEY POSITION #15

Increase salary of position #15 by \$7,500.00.

Current salary is at \$75,916.00

Salary will be at \$83,416.00

*** We are also wanting to use some of the monies from Post. #22 and
Post. #23 to make up the \$7,500.00***

INCREASE SALARY OF INVESTIGATOR POSITION #3

Increase salary of position #3 by \$9,673.00.

Current salary is at \$78,477.00

Salary will be at \$88,150.00

We are wanting to use some of the monies from Post. #22 and Post. #23 to make up the \$9,673.00

120-2030-412-1026	Investigator	\$9,673	
120-2030-412-1024	Attorney		\$9,673

INCREASE SALARY OF ATTORNEY POSITION #9

Increase salary of position #9 by \$4,999.92.

Current salary is at \$82,646.00

Salary will be at \$87,645.92

We are also wanting to use some of the monies from Post. #22 and Post. #23 to make up the \$4,999.92

VAWA INVESTIGATOR

Increase county salary of VAWA Investigator by 5,905.00.

Current VAWA county supplement is \$14,010.00

County VAWA county supplement be \$19,915.00

We are wanting to use some of the monies from Post. #22 and Post. #23 to make up the \$5,905.00

Consider and approve budget transfer – DA – reallocation of available salary budget to VAWA investigator supplement

120-2030-412-1091	VAWA Supplement	\$5,905	
120-2030-412-1024	Attorney		\$5,905



CORY J. H. CRENSHAW

PAT KNAUTH
First Assistant

CRIMINAL DISTRICT ATTORNEY
Jefferson County Courthouse
1085 Pearl Street, Suite 300
Beaumont, Texas 77701
(409) 835-8550
Fax (409) 784-5879

KATHLEEN M. KENNEDY
Chief Civil Division

December 31, 2014

Hon. Jeff Branick
Alfred
Jefferson County Judge
FAX: 409-839-2311

Commissioner Everett D.

Precinct 4
FAX: 409-784-5803

Commissioner Eddie Arnold
Precinct 1
FAX: 409-835-8628

Commissioner Michael Sinegal
Precinct 3
FAX: 409-983-8303

Commissioner Brent Weaver
Precinct 2
FAX: 409-722-1916

RE: REQUEST TO PURCHASE COUNTY ISSUED FIREARM BY RETIRED COUNTY PEACE OFFICER

GENTLEMEN:

Pursuant to 170.002 of the Local Government Code, and 614.002, et seq. of the Government Code, James Huebel, a commissioned criminal investigator and honorable retired peace officer formerly with the Jefferson County Criminal District Attorney's Office, is requesting to purchase his county issued service handgun. In support of this request to purchase the handgun, former Criminal Investigator James Huebel would show this court the following:

- (1) He is a retired peace officer commissioned by the Jefferson County Criminal District Attorney's Office;
- (2) The firearm he requests to purchase had been previously issued to him by the county to perform his duties as a Texas peace officer; and
- (3) The firearm is not a prohibited weapon as defined by 46.05 of the Texas Penal Code.

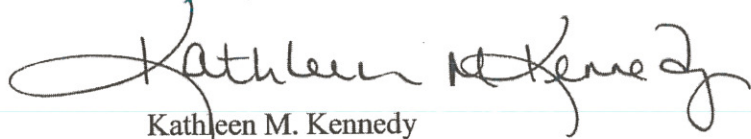
The fair market value of the handgun is estimated to be approximately \$350 - \$400, taking into account the age, use, and overall condition. As is demonstrated by his

signature on the attached verification, the requesting retired peace officer affirms that he has never purchased another issued weapon from Jefferson County.

Unless there are any objections or reservations concerning purchase of this weapon by the officer upon payment by the officer to the Jefferson County Treasurer of \$250.00, the Treasurer shall issue a receipt to retired peace officer James Huebel to complete the purchase of his duty-issued weapon. This purchase will be so recorded in the records of the Criminal District Attorney's Office.

Please contact me if you need more information, have any questions, or if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen M. Kennedy". The signature is fluid and cursive, with the first name "Kathleen" being more prominent and the last name "Kennedy" following in a similar style.

Kathleen M. Kennedy
Chief Civil Attorney

cc: Treasurer Tim Funchess

AFFIDAVIT

STATE OF TEXAS
COUNTY OF JEFFERSON

BEFORE ME the undersigned authority, on this day personally appeared James C. Huebel, who after being duly sworn by me upon his oath deposes and states as follows:

"My name is James C. Huebel and I have read the foregoing request to purchase my duty-issued handgun from the Jefferson County Criminal District Attorney's Office. I swear and affirm that I meet all the criteria and statutory requirements to purchase my previously issued service handgun as provided by 170.002 of the Local Government Code and 614.002 et. seq. of the Government Code. The handgun is a Sig Sauer P239 .357, Serial #SA4-85 699.



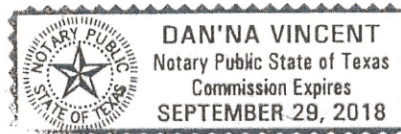
JAMES C. HUEBEL

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 30th DAY OF December, 2014.



NOTARY PUBLIC

September 29th, 2018
My Commission Expires





CORY J. H. CRENSHAW

PAT KNAUTH
First Assistant

CRIMINAL DISTRICT ATTORNEY
Jefferson County Courthouse
1085 Pearl Street-3rd Floor
Beaumont, Texas 77701-3545
(409) 835-8550
FAX: (409) 835-8573

KATHLEEN M. KENNEDY
Chief Civil Division

December 31, 2014

Hon. Jeff Branick
Jefferson County Judge
FAX: 409-839-2311

Commissioner Everette D. Alfred
Precinct 4
FAX: 409-784-5803

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Precinct 1
FAX: 409-835-8628

Commissioner Michael Sinegal
Precinct 3
FAX: 409-983-8303

Commissioner Brent Weaver
Precinct 2
FAX: 409-722-1916

RE: Request to Purchase County Issued Firearm by Retired County Peace Officer

GENTLEMEN,

Pursuant to 170.002 of the Local Government Code, and 614.002, et seq. of the Government Code, Michael S. Kirkpatrick, a commissioned criminal investigator and honorably retired peace officer formerly with the Jefferson County Criminal District Attorney's Office is requesting to purchase his county issued service handgun. In support of this request to purchase the handgun, former Criminal Investigator Michael S. Kirkpatrick would show this court the following:

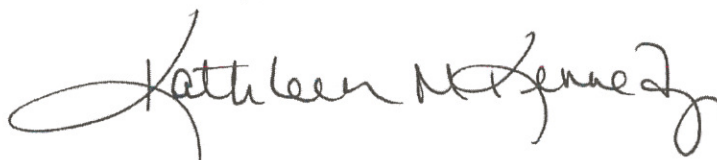
- (1) he is a retired peace officer commissioned by the Jefferson County Criminal District Attorney's Office;
- (2) the firearm he requests to purchase had been previously issued to him by the county to perform his duties as a Texas peace officer; and
- (3) the firearm is not a prohibited weapon as defined by 46.05 of the Texas Penal Code.

The fair market value of the handgun is estimated to be approximately \$350-\$400, taking into account the age, use, and overall condition. As is demonstrated by his signature on the attached verification, the requesting retired peace officer affirms that he has never purchased another issued weapon from Jefferson County.

Unless there are any objections or reservations concerning purchase of this weapon by the officer, upon payment by the officer to the Jefferson County Treasurer of \$250.00, the Treasurer shall issue a receipt to retired peace officer Michael S. Kirkpatrick to complete the purchase of his duty-issued weapon. This purchase will be so recorded in the records of the Criminal District Attorney's Office.

Please contact me if you need more information, have any questions, or if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen M. Kennedy". The signature is fluid and cursive, with a large initial "K" and a stylized "M".

Kathleen M. Kennedy
Chief Civil Attorney

cc: Treasurer Tim Funchess

STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

VERIFICATION

BEFORE ME the undersigned authority, on this day personally appeared Michael S. Kirkpatrick, who after being duly sworn by me upon his oath deposes and states as follows:

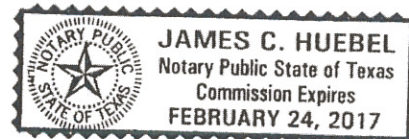
"My name is Michael S. Kirkpatrick and I have read the foregoing request to purchase my duty-issued handgun from the Jefferson County Criminal District Attorney's Office. I swear and affirm that I meet all the criteria and statutory requirements to purchase my previously issued service handgun as provided by 170.002 of the Local Government Code and 614.002 et. seq. of the Government Code. The handgun is a model 1911A1 .45 caliber handgun, serial number TOL073."

Sworn to and subscribed to before me on this 16th day of December, 2014.

Michael S. Kirkpatrick
Michael S. Kirkpatrick

[Signature]
Notary Public In and For Jefferson County, Texas

2-24-17
My Commission Expires



Regular, January 12, 2015

There being no further business to come before the Court at this time,
same is now here adjourned on this date, January 12, 2015